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**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** Board of Education  
**From** Antwan Wilson, Superintendent

**Board Meeting Date** \_\_\_\_\_  
*(To be completed by Procurement)*

**Subject** Memorandum of Understanding - Alameda County Health Care Services Agency (contractor) - 922/Community Schools and Student Services Department (site/department)

**Action Requested** Approval of a Memorandum of Understanding contract between Oakland Unified School District and Alameda County Health Care Services Agency (ACHCSA). Services to be primarily provided to Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2016.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

Alameda County Health Care Services Agency (ACHCSA) has entered a contract with the State Department of Health Services (SDHS) to establish a means of claiming Title XIX federal financial participation for administrative costs necessary for the proper and efficient administration of Medi-Cal program. The SDHS has designated the ACHCSA as the Local Government Agency (LGA) for submitting Medi-Cal Administrative Activity (MAA) claims to the state. MAA is a federal program designed to reimburse school districts, county offices of education, and other governmental agencies for certain costs incurred in the administration of Medi-Cal funded activities. Reimbursement through the MAA program is based on time spent administering these activities. DHCS has authorized the County of Plumas to create a MAA consortium and act as a host county to other LGA's. They will hold the contracts with the third party vendors Fairbanks, LLC and Public Consulting Group (PCG). ACHCSA has a contract with the host agency, County of Plumas, and ACHCSA will pay all applicable fees to them on our behalf.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Memorandum of Understanding between the District and the Alameda County Health Care Service Agency, San Leandro, CA, for the latter to process and submit Medi-Cal Administrative Activity (MAA) claims to the State for reimbursement to the District, for an administrative fee of \$75,000 - \$99,950.00 of which is 5.0% of the projected MAA reimbursement the District expects to receive for the period of July 1, 2015 through June 30, 2016.

**Recommendation** Approval of a Memorandum of Understanding between Oakland Unified School District and Alameda County Health Care Service Agency. Services to be primarily provided to 922/Community Schools and Student Services Department for the period of July 1, 2015 through June 30, 2016.

**Fiscal Impact** Funding resource name: 0099/Medi-Cal Administrative Activity not to exceed the maximum amount of \$99,950.00.



## Attachments

- Memorandum of Understanding, Fiscal Year 2015-2016  
(3 Sets of Originals)
- Plumas County Public Health Agency, Authorized Host Entity, Condition Letter
- Agreement between the County of Plumas and Alameda County
- Services Agreement between the Public Consulting Group, Inc. and Alameda County
- Services Agreement between the County of Plumas and Fairbanks, LLC

**MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)  
MEMORANDUM OF UNDERSTANDING**

Between the

**ALAMEDA COUNTY HEALTH CARE SERVICES AGENCY**

And

**Oakland Unified School District**

**FOR FISCAL YEAR 2015-2016**

**ARTICLE I - PURPOSE OF AGREEMENT**

- A. The Alameda County Health Care Services Agency hereinafter referred to as the HCSA has entered into a contract with the State Department of Health Care Services hereinafter referred to as the State to establish a 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.
- B. The purpose of the State-HCSA contract is to assist the State in the proper and efficient administration of the Medi-Cal Program. Assistance by the HCSA 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.
- C. The State recognizes the unique relationship that the HCSA has with Medi-Cal eligible individuals. It further recognizes the expertise of the Centers for Medicare and Medicaid Services (CMS) in identifying and assessing the health care needs of Medi-Cal eligible individuals it serves. The State, in order to take advantage of this expertise and relationship, has, by contract, designated the HCSA as the Local Government Agency (LGA) for purposes of submitting Medi-Cal Administrative Activity (MAA) claims to the State.
- D. HCSA, 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 HCSA is authorized to enter into agreements with a department/entity performing MAA, hereinafter referred to as the Contractor, in support of HCSA, as the LGA claiming administrative reimbursement. The HCSA, in order to take advantage of the Contractor's expertise and relationship, enters into this agreement herewith.

**ARTICLE II - MUTUAL OBJECTIVES**

**Both parties to the Agreement agree:**

- A. To ensure that Medi-Cal potentially eligible individuals, and their families where appropriate, served by the Contractor are informed of the Medi-Cal Program, how to access it, and assisted in accessing the Medi-Cal program, if needed.
- B. To ensure that assistance is provided to Medi-Cal eligible individuals and their families where appropriate, in facilitating their receipt of services and activities in the Medi-Cal program.

- C. That this Agreement is governed by 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and by federal Office of Management and Budget (OMB) circular A-87, as periodically amended.

### **ARTICLE III - CONTRACTOR RESPONSIBILITIES**

- A. Perform Medi-Cal administrative activities (MAA) on behalf of the HCSA 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.
- B. Assess MAA claiming potential within the district and determine which staff in the district will participate in the Random Moment Time Survey (RMTS) and what direct charges, if applicable, will be claimed.
- C. Provide the identified time survey staff with training on MAA and the RMTS system, program procedures, and requirements in order to account for the activities of the staff conducting MAA activities via the State approved RMTS tool and process.
- D. Ensure that all MAA claiming is conducted in accordance with applicable County, State, and Federal legislation, regulations, administrative claiming process directives, policies, procedures, and program letters of the Medi-Cal Policy Division and the Administrative Division of the State Department of Health Care Services, which define program specific allowable Medi-Cal administrative activities and processes.
- E. MAA performed by Contractor will be eligible for FFP only when they are identified in a MAA claiming plan approved by the State and the federal CMS. Provide to the HCSA, a comprehensive Medi-Cal administrative Claiming Plan in the format specified by the State. The claiming plan must be approved by the HCSA, State and federal CMS prior to the submission of MAA invoices. Invoices received by the HCSA prior to the approval of the MAA claiming plan will be rejected.
- F. Provide the HCSA with complete invoice and expenditure information to include in the County MAA claim 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 as identified in Article IV, HCSA Responsibilities, Item C.

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 adhere for insertion into the CMS 64. A separate detailed invoice shall be submitted for each program, clinic, non-governmental entity and subcontractor claiming MAA 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 MAA 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 LGA's MAA Claiming Plan.

- G. Obtain certification for 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 the HCSA 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."*

The HCSA 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.

- H. The Contractor must also determine the appropriate methodologies to compute the percentage of Medi-Cal recipients in the district, on a quarterly basis.
- K. Develop procedures for establishing and maintaining files that are consistent with procedures outlined by State and County and ensure that audit files are kept in a current status. The Contractor must retain all necessary records for a minimum of five (5) years after the end of the quarter in which the expenditures were incurred for the Medi-Cal administrative activities and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later. The records shall fully disclose the type and extent of administrative activities performed by appropriate staff. The Contractor shall furnish said documentation, and any other information regarding payments for performing Medi-Cal administrative activities, upon request, to the HCSA, State and the federal government.
- L. Be responsible to the HCSA for all requirements under this Agreement even though the requirements are carried out pursuant to a Contractor subcontract. All Contractors' subcontracts shall include provisions requiring compliance with the terms and conditions of this Agreement. All non-governmental entities performing Medi-Cal administrative activities pursuant to the provisions of this Agreement shall be deemed true subcontractors of the Contractor.
- M. Enter into Interagency Agreements or Memoranda of Understanding with all departments/entities performing Medi-Cal administrative activities in support of the Contractor claiming administrative reimbursement. The Contractor shall have available for HCSA, State and/or federal review, any Interagency Agreement or Memoranda of Understanding to perform administrative activities under the auspices of the Medi-Cal Program.
- N. Designate an employee to act as the liaison with the HCSA for ongoing program management and issues concerning this Agreement.
- O. Not discriminate against any eligible person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age or sex.
- P. Ensure all applicable HCSA, State and federal requirements, as identified in Article II. C, are met in performing MAA under this Agreement. It is understood and agreed that failure by the Contractor to ensure all applicable HCSA, State and federal requirements are met in performing MAA under this Agreement shall be sufficient cause for the HCSA to deny or recoup payments to the Contractor and/or to terminate this Agreement.
- Q. Submit a letter of intent to participate in the MAA program six (6) months prior to the termination of contract or the beginning of a new fiscal year. Refer to the attachment titled: DHCS RMTS

Condition Letter\_LGA Host County confirming the Contractor involvement in SMAA.

- R. Ensure all participating Contractor staff claiming reimbursement through Title XIX Medi-Cal administrative claiming receives copies of applicable correspondence sent to Contractor by HCSA.
- S. Ensure all participating Contractor staff receives clear instructions in all areas of MAA Claiming, consistent with Federal, State and county-wide policies regarding MAA.
- T. Ensure that no duplicate billings occur.

#### **ARTICLE IV - HCSA RESPONSIBILITIES**

- A. Make available to the Contractor the State MAA/TCM Provider Manual, State Policy and Procedure Letters (PPLs) and any other instructions, information and forms necessary for the Contractor to perform and submit claims for MAA; training and technical support related to documenting MAA, preparing and submitting the MAA Claiming Plan and MAA claims.
- B. Upon the Contractor's compliance with all provisions pursuant to this Agreement, and upon the submission of a quarterly claim, according to the provisions of Article III, items D, E and F of this Agreement, based on valid and substantiated information, the HCSA agrees to accept, review, process and forward to the State as part of the County MAA claim, Contractor claims for reimbursement of the allowable actual costs of providing administrative activities necessary for the proper and efficient administration of the Medi-Cal Program. Costs may include the expenses of staff and the operating expenses and equipment costs necessary to carry out the staff activities outlined in this Agreement.
  - 1. The maximum rate of federal reimbursement for compensation (salary and benefits), of activities qualifying under federal regulations shall be 50 percent of such costs for activities identified.
- C. Provide the Contractor with a standardized format for the **Summary Invoice, Detailed Invoice and Claiming Plan**, which will be disseminated through policy directives issued by the State, via HCSA.
- D. Review Claiming Plans and Contractor initiated amendment(s) to the Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.
- E. Submit HCSA approved claiming plans and amendments to the State for review and approval.
- F. Make available to contractors, training and technical support on proper administrative activities to be claimed, identifying costs related to these activities, and billing procedures.
- G. Act as a pass-through agency for Contractor MAA claims. Any changes in any federal regulation affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this Agreement, will be applied herein as provided in such changes to the regulations. As the State becomes aware of changes in applicable federal regulations, it will forward such information to HCSA, who in turn will forward the information to the Contractor.
- H. Act as a pass-through entity for collecting the Public Consulting Group (PCG) RMTS software and Fairbanks LLC coding fees as outlined in the school-based Medi-Cal Administrative Activities (SMAA) RMTS agreement HCSA has agreed to as part of the LGA SMAA Consortium, hosted by the County of Plumas (attached). HCSA will withhold fees from all MAA reimbursements received

for Contractor as outlined in Article VIII J. Refer to the three (3) attachments titled: Host County Agmt\_1416 Alameda, PCG Software Agmt\_Signed, and Fairbanks Coder Agmt\_Signed. These attachments outline the agreement and roles between the LGA Host County, PCG Software Service, and Fairbanks Coding.

- I. Maintain a copy of claims and backup documentation provided to HCSA by the Contractor as audit files for a period of five (5) years after claim submission; or, if an audit is in process, five years after the completion of the audit.
- J. Respond to inquiries from State and/or Federal audits and coordinate responses with Contractor. HCSA and the Contractor will make Contractor audit files available to the State or Federal auditors and will respond to questions in conjunction with the Contractor.
- K. Designate a liaison with the Contractor for ongoing program management and this Agreement. All items shall be directed to:

Alameda County Health Care Services Agency  
LGA MAA/TCM Coordinator  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577

#### **ARTICLE V - JOINT RESPONSIBILITIES**

- A. The HCSA and the Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 1396a(a)7, 42 CFR Section 431.300, Welfare and Institutions Code, Section 14100.2, and 22 California Code of Regulations Section 51009.
- B. County and Contractor hereby agree to comply with the use of the RMTS system and process as outlined in the three (3) attachments titled: Host County Agmt\_1416 Alameda, PCG Software Agmt\_Signed, and Fairbanks Coder Agmt\_Signed. These attachments outline the agreement and roles between the LGA Host County, PCG Software Service, and Fairbanks Coding.
- D. County and Contractor hereby agree to pay for the additional RMTS Software and Coding services as identified in the three (3) attachments titled: Host County Agmt\_1416 Alameda, PCG Software Agmt\_Signed, and Fairbanks Coder Agmt\_Signed. These attachments outline the agreement and roles between the LGA Host County, PCG Software Service, and Fairbanks Coding.

#### **ARTICLE VI - TERM OF AGREEMENT**

- A. The term of this Agreement is **July 1, 2015 through June 30, 2016**
- B. This Agreement may be amended at any time by mutual written agreement of the two parties to this Agreement. The Contractor must address a written request for amendment to the HCSA per Article IV, Item J.
- C. Either party may terminate this Agreement without cause by delivering written notice of termination to the other party at least thirty (30) days prior to the effective date of termination.

#### **ARTICLE VII – NOTIFICATION**

Any notice, demand, request, consent, or approval that either party hereto may or is required to give the other pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

TO COUNTY

Alameda County Health Care Services Agency  
LGA MAA/TCM Coordinator  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577

TO CONTRACTOR

\_\_\_\_\_ Contractor Name  
\_\_\_\_\_ Contact Name  
\_\_\_\_\_ Address  
\_\_\_\_\_ City, State, Zip Code

**ARTICLE VIII - FISCAL PROVISIONS**

Reimbursement under this Agreement shall be made in the following manner:

- A. 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 HCSA 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 in this Agreement. Reimbursement shall not be withheld pending the submission of similar claims by other Contractors who have entered into a similar Agreement.
- B. The Summary Invoice and Detailed Invoice shall be submitted quarterly to:  

Alameda County Health Care Services Agency  
Countywide MAA/TCM Coordinator  
1000 San Leandro Blvd., Suite 300  
San Leandro, CA 94577
- C. Both the HCSA and the Contractor agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the US Congress.
- D. The Agreement will automatically terminate, without penalty by operation by law, at the end of the term for which funds are appropriated by the U.S. Congress.
- E. Transfer of funds is contingent upon the availability of Federal Financial Participation.
- F. This Agreement is valid and enforceable only if Contractor certifies that sufficient matching funds are available for the purpose of this program. Agreement is also subject to any additional restrictions, limitations or conditions enacted by the appropriate governing body, which may affect the provisions, term, or funding of this Agreement in any manner.



- G. This Agreement will terminate without penalty at the end of any fiscal year in the event funds are not appropriated by the US Congress for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Agreement will terminate, without penalty, at the end of the term for which funds are appropriated.
- H. The Contractor shall reply in a timely manner, to any request for information by HCSA, 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 under this Agreement.

Both parties to this Agreement recognize that the HCSA is liable only for an audit exception which relates to administrative activities under this Agreement, and has no liability for any other Contractor which may enter into a similar Agreement with the HCSA for the performance of MAA.

- I. After the HCSA has received reimbursement from the State for a quarterly MAA claim, the HCSA agrees to pay Contractor an amount equal to the Federal reimbursement of Contractor's expenditures, subject to the other provisions in this section of the Agreement.

All fees received as a result of claim submittal will be retained by HCSA to support:

- a) The administration of the MAA program, including the payment of the required annual LGA Consortium MAA Participation Fee.
- b) All fees for Random Moment Time Survey (RMTS) software services provided by Public Consulting Group (PCG), as outlined in the school-based Medi-Cal Administrative Activities (SMAA) RMTS agreement HCSA has agreed to as part of the LGA SMAA Consortium, hosted by the County of Plumas (attached).
- c) All fees for Random Moment Time Survey (RMTS) software services provided by Fairbanks, LLC, as outlined in the school-based Medi-Cal Administrative Activities (SMAA) RMTS agreement HCSA has agreed to as part of the LGA SMAA Consortium, hosted by the County of Plumas (attached).

The HCSA will withhold from all MAA reimbursements received for Contractor, an HCSA administrative fee in the amount of **five (5) percent** of the total reimbursement received. The HCSA administrative fee covers the following: payment of the State participation fee, provision of training, materials and technical assistance, processing and submission of the Contractor portions of the County MAA Claiming Plan, processing/submission of Contractor's quarterly claim, audit review and support.

Starting in FY14/15, HCSA will also withhold from Contractor an **additional** LGA SMAA Consortium administrative fee from all MAA reimbursements received for Contractor for the Public Consulting Group (PCG) RMTS software and Fairbanks LLC coding fees. The SMAA Collaborative administrative fees covers the following: the use of the PCG RMTS software system and services for tracking and maintaining the time study participant shifts, lists, and random moment generation, tracking, maintenance, and coding, and the use of Fairbanks' Centralized Coding staff to review and code each random moment. Please refer to the three (3) attachments titled: Host County Agmt\_1416 Alameda, PCG Software Agmt\_Signed, and Fairbanks Coder Agmt\_Signed. These attachments outline the agreement and roles between the LGA Host County, PCG Software Service, and Fairbanks Coding.

#### **Article IX - LIMITATION OF HCSA LIABILITY**

- A. Notwithstanding any other provision of this Agreement, the HCSA shall be held harmless by Contractor, in accordance with paragraphs B and C below, 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 submitted to the HCSA pursuant to W&I Code Section 14132.47(m) for the disallowed claim and from any and all liabilities, claims, actions or judgments arising out of Contractor's performance under this Agreement.

- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for Medi-Cal administrative activities, the HCSA 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 the amounts already remitted to the HCSA pursuant to W&I Code Section 14132.47(m) for the disallowed claim. All subsequent claims submitted to the HCSA applicable to any previously disallowed Medi-Cal administrative activity 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 Medi-Cal administrative activities performed by a non-governmental entity under Agreement with, and on behalf of, the Contractor, the HCSA 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 HCSA pursuant to W&I Code Section 14132.47(m) for the disallowed claim.
- D. Both parties to this Agreement recognize that the Contractor is liable only for an audit exception which relates to administrative activities under this Agreement, and has no liability for any other Contractor which may enter into a similar Agreement with the HCSA for the performance of Medi-Cal administrative activities.

#### **ARTICLE X- GENERAL PROVISIONS**

- A. This Contract constitutes the entire contract between the parties. Any condition, provision, agreement or understanding not stated in this Agreement shall not affect any rights, duties or privileges in connection with this Agreement.
- B. The HCSA shall have the right to access, examine, monitor and audit all records, documents, conditions and activities of the Contractor and their subcontractors related to the programs funded by this Agreement.
- C. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- D. Should any disagreement arise between the HCSA and the Contractor on any provisions of this Agreement, the parties agree that the same shall be submitted in writing to each other and be the subject of discussion between the HCSA liaison and Contractor liaison herewith designated, and in a good faith effort to achieve resolution. If mutual agreement cannot be reached within 30 days after receipt of the written issue of dispute, the Contractor may request a meeting with the Director, or his or her designee, to present its concerns. If the Director or his or her designee cannot meet, the HCSA shall respond in writing to the Contractor, with the HCSA's position. Thereafter, the decision of the Director shall be final. The date of "receipt" shall be the date the written disagreement is postmarked.
- E. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- F. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by Agreement amendment by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and, until performance or satisfaction of all covenants, conditions, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.

- G. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors.

Submission of a falsified Summary Invoice or Detailed Invoice by a Contractor shall constitute a breach of Agreement. Submission of a Summary Invoice or Detailed Invoice for which there is no supporting documentation by a Contractor may constitute a material breach of Agreement and ground for immediate termination of this Agreement.

The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal administrative claiming process. Failure of a Contractor to exclude a convicted individual from participation in the Medi-Cal administrative claiming process shall constitute a material breach of Agreement and ground for immediate termination of this Agreement.

Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment.

Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the Medi-Cal administrative claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the Medi-Cal administrative claiming process shall constitute a material breach of Agreement and ground for immediate termination of this Agreement.

Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the Medi-Cal Administrative Claiming process, when such license, certificate, or registration is required for the performance of Medi-Cal administrative activities. Failure of a Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the Medi-Cal Administrative Claiming process, may constitute a material breach of Agreement and ground for immediate termination of this Agreement.

#### H. **Child Support Compliance Act Acknowledgement**

Effective January 1, 1999, by signing an MOU that exceeds \$100,000.00, the Contractor acknowledges that:

1. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
3. Questions about the New Employee Registry and reporting requirements are to be directed to the California Employment Development Department.

I. **Year 2000 Compliance Requirements**

The Contractor represents and warrants fault-free performance in processing of date and date related data (including, but not limited to, calculating, comparing, and sequencing) by all hardware, software, and firmware products delivered and used under this contract individually and in combination, upon installation. Fault-free includes the manipulation of this data with dates prior to, through and beyond January 1, 2000, and shall be transparent to the used.

J. **Timely Submission of Final Invoice**

1. 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 the HCSA. Said invoice should be clearly marked "Final Invoice", to indicate that all payment obligations of the HCSA under this contract have ceased and that no further payments are due or outstanding.
2. HCSA, at its discretion, may elect not to honor any delinquent final invoice; if the Contractor fails to obtain prior written HCSA approval of an alternate final invoice submission deadline. Written HCSA approval to extend the final invoice submission deadline shall be sought prior to the expiration or termination date of this contract.

K. **Prohibited Use of State Funds for Software**

Contractor certified that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

L. **Claiming Overhead Costs**

If one of the components of cost to be claimed as part of MAA 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.

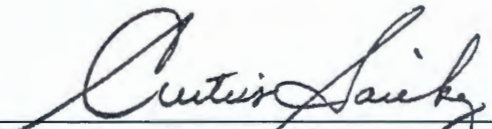
Internal (departmental) administrative overhead costs are allowable for FFP only if there is a departmental overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 guidelines.

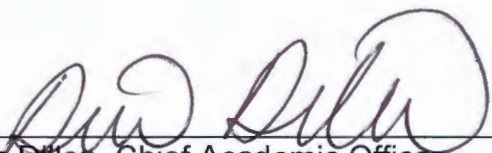
Contractor administrative overhead costs are allowable for FFP only if there is an overhead indirect cost allocation plan prepared and on file for audit purposes for the applicable period and costs are claimed in accordance with it following Federal Office of Management and Budget (OMB) Circular A-87 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."**

Legislative File #15-1718  
Memorandum of Understanding  
Alameda County Health Care Service Agency

**Approved by the Oakland Unified School District**

  
\_\_\_\_\_  
Curtiss Sarikey, Deputy Chief  
Community Schools and Student Services Dept.

  
\_\_\_\_\_  
Devin Dillon, Chief Academic Officer

\_\_\_\_\_  
President, Board of Education  
Oakland Unified School District

\_\_\_\_\_  
Antwan Wilson, Superintendent

Approved as to Form

  
\_\_\_\_\_  
Jacqueline P. Minor, General Counsel

OUSD or the District verifies that  
the Contractor does not appear on  
the Excluded Parties List at  
<https://www.sam.gov/>

**M. Requirements of Enhanced Federal Financial Participation**

**Stipulation for enhanced funding:** Per 42CFR, Section 432.2 et seq., and Section 433.1 et seq., Skilled Professional Medical Personnel (SPMP), and directly 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 LGA. SPMP's 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.

The seventy-five percent (enhanced) federal matching rate is only available for an LGA that is contractually linked to the Department of Health Care Services to perform MAA. The enhanced federal matching rate can be claimed for salaries, benefits, travel and training of SPMP and their directly supporting clerical staff who are in an employee-employer relationship with the LGA and are involved in activities that are necessary for the proper and efficient administration of the Medi-Cal Program.

Fifty percent (non-enhanced) federal matching rate can be claimed for any of the LGA's other staff, or subcontractors, involved in the performance of activities that are necessary for the proper and efficient administration of the Medi-Cal Program.

N. None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.

**ARTICLE XI - EXECUTION**

The undersigned hereby warrants that s/he has the requisite Authority to enter into this Agreement on behalf of the Contractor and thereby bind the Contractor to the terms and conditions of the same.

**CONTRACTOR**

**HCSA**

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Authorized Representative's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

Alex Briscoe

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Title**

Agency Director

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Agency**

Health Care Services Agency

\_\_\_\_\_  
**Agency**

\_\_\_\_\_  
**Address**

1000 San Leandro Blvd., Suite 300.

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State, Zip code**

San Leandro, California 94577  
\_\_\_\_\_  
**City, State, Zip code**

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

THIS AGREEMENT is made and entered into by and between ALAMEDA 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:

WHEREAS, LGA desires to extend 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

WHEREAS, LGA is prepared to provide health services to its local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A concerning County-Based Medi-Cal Administrative Activities (CMAA) or Targeted Case Management (TCM) which is part of this AGREEMENT; and

WHEREAS, LGA desires to extend School-based health services to local education agencies, through the provisions of School-Based Medi-Cal Administrative Activities (SMAA) by contracting with HOST ENTITY as an addendum or amendment to this contract as it applies; and

WHEREAS, LGA is prepared to provide school-based health services to its local education agencies under the terms and conditions set forth in this AGREEMENT as an addendum or amendment to this agreement as it applies; and

WHEREAS, HOST ENTITY was selected by LGA Consortium to collect and disburse LGA participation fees; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

- I. HOST ENTITY, Responsibilities: HOST ENTITY shall perform duties listed in attached Exhibit A.
- II. LGA Responsibilities: LGA shall perform duties listed in attached Exhibit A concerning County Based MAA and/or TCM.
- III. LGA Responsibilities: LGA shall perform duties listed as an addendum or amendment concerning School-Based MAA.
- IV. HOST ENTITY is the "Administrative Hub" for the purpose of performing the requirements of the SMAA LGA program as applicable to the LGA, as described in the terms of this Agreement. In return for this administrative hub responsibility, HOST ENTITY will receive a total annual compensation in accordance with the Consortium's Bylaws, to be paid from the MAA/TCM trust fund.

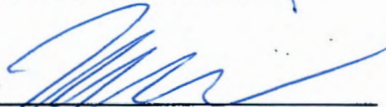
- V. HOST ENTITY is the “host entity” only for the purposes of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) trust fund, as described in the terms of this Agreement. In return for this host entity responsibility, HOST ENTITY will receive a total annual compensation in accordance with the Consortium’s Bylaws, to be paid from the MAA/TCM trust fund.
- VI. With the exception of Plumas County claims, HOST ENTITY will not be responsible for producing claims, amending data or providing other materials related to LGA, as required by the State, to process LGA County-based MAA (CMAA), School-based MAA (SMAA), Mental Health MAA (MHMAA) or TCM claims. Additionally, HOST ENTITY will not be financially responsible for paying any participation fee or other costs for any LGA which has failed to pay the total amount of its fee in a timely manner.
- VII. With the exception of audit exceptions arising from Plumas County claims, HOST ENTITY will not be financially responsible for any audit exceptions. HOST ENTITY will comply with all applicable laws and regulations governing the use of MAA and TCM trust funds and public funds, generally, in the collection and disbursement of funds for the MAA and TCM trust fund pursuant to the terms of this Agreement
- VIII. Insurance and Indemnification: Each of the parties of this Agreement is an entity which is self-insured and/or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/or omissions in the performance of its duties under this Agreement. The parties hereto shall indemnify, defend and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as “liability” herein) arising out of each parties’ respective performance of this Agreement, but only in proportion to and 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.
- IX. Termination: LGA may give notice of its intent to terminate this Agreement, and accordingly its membership in the LGA Consortium, at any time. Following the effective date of LGA’s termination, the LGA will not participate in any further LGA Consortium activities. The effective date of termination is concurrent with the LGA's final MAA and/or TCM payments. Participation fees will continue to be calculated and payable to the Host Entity for all reimbursements received by LGA after LGA’s notice of intent to terminate. LGAs receiving MAA and/or TCM payments which fail to pay the calculated participation fees will be in breach of this Agreement.
- X. Effective Date of AGREEMENT: This AGREEMENT will be effective upon Execution by HOST ENTITY and LGA for the period beginning July 1, 2014 through June 30, 2016

Extent of Contractual Documents: This AGREEMENT shall consist of this basic document, Exhibit A, “Agreement Concerning Medi-Cal Administrative Activities/Targeted Case Management” and Exhibit B, “Payment and Fee Schedule”, attached hereto and incorporated into this AGREEMENT. Applicable for SMAA participation, Exhibit C “Addendum For LGAs with SMAA Program”, Exhibit D “SMAA Fee Structure”, Appendix A “PCG License Agreement, and Appendix B “Fairbanks Coding Services Agreement”, attached hereto and incorporated into this AGREEMENT.



"HOST ENTITY"  
Duly Authorized

COUNTY OF PLUMAS

By   
Mimi Hall, Director  
Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971

"LGA"  
Duly Authorized

ALAMEDA COUNTY

By   
Alex Briscoe, Director  
Health Care Services Agency  
100 San Leandro Blvd, Suite 300  
San Leandro, California 94577  
Attn: David Huey

**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). Payment amounts will be determined based on percentage of revenue received by each program in which the LGA participates. The rate will be incremental over the two-year period of the current contract and it will be reviewed and reassessed annually, thereafter. Participations fees are due until final MAA and/or TCM payments.
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 ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT

## HOST ENTITY will:

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 31, 2014 for the fiscal year 2014/2015 and October 31, 2015 for fiscal year 2015/2016.
2. Maintain Medi-Cal Administrative Activities (MAA) Targeted Case Management (TCM) Trust Fund solely for the purpose of maintaining and accounting for funds received from LGA participation fees.
3. Enter into a separate agreement with the State Department of Health Care Services to coordinate administration of the MAA/TCM programs on behalf of the LGAs.
4. Pay the California State Department of Health Care Services (DHCS) for FY 2014/2015 and FY 2015/2016 MAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the LGA Consortium, within sixty (60) days of Executive Committee Approval of the State's invoices for reimbursement of documented costs incurred by DHCS.
5. Pay the MAA/TCM LGA consultant of FY 2014/2015 and 2015/2016 costs pursuant to the contract between LGA consultant and HOST ENTITY and as agreed to by LGA Consortium, within twenty-one (21) days of Executive Committee approval of invoices submitted by the MAA/TCM LGA Consultant.
6. Manage and oversee all procurement activities on behalf of the Consortium, including consulting services, School-based MAA (SMAA) vendors, etc.
7. Provide to Executive Committee for review quarterly revenue and expenditure reports.
8. Develop and Submit to Executive Committee an annual budget, including information about all fees assessed and received. Annual budget will be provided to the LGA Consortium for review.
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 LGA Consortium by-laws.

LGA will:

1. Pay MAA/TCM Participation Fee to HOST ENTITY by October 31, 2015 for FY 2014/2015 or immediately upon receipt of invoice, whichever is later.
2. Pay MAA/TCM Participation Fee to HOST ENTITY by October 31, 2016 for FY 2015/2016 or immediately upon receipt of invoice, whichever is later.
3. Assume fiscal responsibility for all MAA/TCM claims of LGA, including any audit exceptions.
4. Assume responsibility for producing claims, amending data or providing other materials necessary to process LGA MAA or TCM claim.
5. Carry out other duties and responsibilities as defined and delineated in the LGA Consortium by-laws.

**EXHIBIT B: Payment and Fee Structure**

1. **Initial Membership Fee:** The LGA will 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. **Ongoing Participation Fee :**

Fees will be determined based on percentage of revenue received by each program in which the LGA participates. The rate will be as follows for 2014-2015, and projected for 2015-2016. The participation fee will be reviewed and reassessed every year thereafter, subject to the actual DHCS expenses invoiced to the LGA consortium.

**Fiscal Year 2014-2015**

- a. Each LGA will be assessed
  - i. 1.5% of its County based Medi-Cal Administrative Activities (CMAA) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
  - ii. 1.5 % of it School Based Medi-Cal Administrative Activities (SMAA) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
  - iii. 1.5 % of its Targeted Case Management (TCM) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
  - iv. .75% of its Mental Health Medi-Cal Administrative Activities (MHMAA) payments

**Fiscal Year 2015-2016 (percentages may be revised based on DHCS costs)**

- b. Each LGA will be assessed
    - i. 1.75% of its County based Medi-Cal Administrative Activities (CMAA) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
    - ii. 1.75 % of it School Based Medi-Cal Administrative Activities (SMAA) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
    - iii. 1.75 % of its Targeted Case Management (TCM) payments issued by DHCS during July 1 – June 30 of the prior fiscal year plus
    - iv. .88% of its Mental Health Medi-Cal Administrative Activities (MHMAA) payments
3. The payments will be calculated by the HOST ENTITY and further reviewed by the LGA Executive Committee and LGA Consultant based on figures provided by DHCS accounts payable.

4. There will be no offsets to the participation fee. Participation fees will not change because of any adverse reimbursement impacts suffered by an LGA due to any audit exemptions.
5. LGAs are responsible for payment of fees for every year in which MAA/TCM revenue is claimed and/or received (refer to Termination Clause).

**EXHIBIT C: Scope of Work**  
**ADDENDUM FOR LGAs WITH SCHOOL BASED MEDI-CAL ADMINISTRATIVE**  
**ACTIVITIES PROGRAM**

AGREEMENT CONCERNING SCHOOL-BASED MEDI-CAL ADMINISTRATIVE  
ACTIVITIES

HOST ENTITY will participate in:

- Training regarding RMTS
  - Ensure claiming unit has participated in required RMTS training;
  - Review of RMTS compliance rate; ensure each claiming unit meets the minimum 85% compliance level requirement;
  - Ensure claiming unit coordinator understands how critical response rate is per claiming unit and that the claiming unit is aware of non-compliance consequences.
- Roster Updates
  - Receive electronic updated roster from claiming unit;
  - Review updated roster to validate TSPs are accurately placed in the correct cost pools;
  - Ensure that the individual claiming unit rosters are uploaded quarterly into a database with all other participating claiming units.
- Time Study Tasks
  - Randomly select TSPs from the Participant Universe of eligible participants and assign each TSP to an individual moment from the pool of eligible moments to establish a Master Moments list;
  - Maintain confidentiality of Master Moment List;
  - Notify selected TSPs no sooner than five student attendance days prior to their selected moment and on the day of the moment;
  - Review TSP responses to the random moment questions and assign MAA codes;
  - Pose clarifying questions to TSPs if necessary for the determination of the appropriate time study code;
  - Quality check coded time study data;
  - Follow up with participants who submitted incomplete samples;
  - Review all data and prepare it for the claim.
- Financial Tasks
  - Conduct financial training with claiming units, as needed;
  - Maintain all source documentation;
  - If necessary, resubmit to contact for revisions;
  - Receive completed CPE forms from district and submit to DHCS.
  - Contract directly with Software Solution Provider (SSP) and Coding Vendor to implement the RMTS program on behalf of the SMAA Collaborative.
- Miscellaneous Tasks
  - Participate in LEC/LGA and DHCS Advisory Committee meetings;
  - Answer general questions from claiming units throughout the quarter;

- Submit quarterly MAA claims on behalf of the SMAA Collaborative members to DHCS;
- Conduct quality RMTS Program assurance reviews, as needed;
- Serve as liaison between claiming units and DHCS.

LGA will:

Each claiming unit participating in the MAA program must take appropriate oversight and monitoring actions that will ensure compliance with MAA program requirements.

Actions must be taken to ensure, at a minimum, that:

- The time study is performed according to DHCS guidelines and requirements;
- The time study responses are completed in the required timeline;
- The financial data submitted is true and correct;
- RMTS participant training requirements are met;
- Appropriate documentation is maintained to support the time study and the claim.

#### Roster Updates

- Prepare and submit updated electronic rosters and email to LEC/LGA as required. Failure to provide this information in the time frame allowed will result in the claiming unit not being able to participate for that quarter.

#### Financial Tasks

- Prepare financial information for the MAA claim;
- Prepare Certification of Public Expenditure (CPE) form and send to financial contact for submission;
- Collect annual indirect cost rate (ICR) from the CDE;
- Obtain Medi-Cal Percentage (MP) (Semiannually).

LGA shall comply with the PCG License Agreement for PCG's proprietary software in accordance with the license agreement attached hereto as Appendix A and incorporated herein by reference.

#### *Required Personnel*

Each claiming unit must designate a claiming unit employee as the claiming unit's coordinator or MAA program contact. This single individual is designated within the claiming unit to provide oversight for the implementation of the time study and to ensure that policy decisions are implemented appropriately. The claiming unit coordinator cannot be affiliated with or employed by a consultant/consulting firm or vendor.

**INCLUDED WITH ADDENDUM OR AMENDMENT:**



**EXHIBIT D: SMAA FEE STRUCTURE FOR RMTS AND CODING SERVICES**

1. RMTS SOFTWARE FEE: The RMTS software is contracted with PCG for FY14/15 beginning July 1, 2014 to June 30, 2015 in the total amount not to exceed \$223,958 or \$8.50 per participant as long as the quarterly count of participants is 5,000+ per quarter or \$10.50 if is below 5,000 per quarter. PCG will send an invoice to the administrative hub for payment on a quarterly basis after LGA has received payments on the quarterly claims from DHCS as long as it is done on a timely manner. Payments to PCG for services are due 30 days from invoice date. Pricing is based on approved methodology, including 2 Cost pools and will conduct one RMTS per quarter.

Each LGA will be assessed a fee as calculated on Exhibit D.

The RMTS Software services pricing is inclusive of all related project costs including but not limited to travel and training, system design, and implementation, incidental expenses, overhead costs, and status meetings. Fees include:

1. All system hosting and maintenance fee – PCG will configure the RMTS system to meet DHCS /CMS requirement
2. Advanced reporting module to create ad-hoc reports – All existing reports in the RMTS are included in the pricing. All required reports by DHCS are included in system fees. In the event the County requests additional reports, development rate of \$150/hour will apply.
3. Periodic system enhancements and features such as dashboard reporting and unique participant email log in link
4. Help desk support (email and toll free phone) to LGA, LEA SMAA coordinators and participants
5. Year 1 training
  - a. Implementation training (8 days onsite)
    - i. LGA/Host County
    - ii. LEA SMAA coordinator
    - iii. Coder Training
    - iv. Webinar
6. Trainings conducted by webinar will be recorded and provided electronically for later playback. Link to trainings will be added to system dashboard. In addition, LGAs can post link to other location.
7. Additional onsite trainings can be provided at \$2,000/day.

**APPENDIX A PCG RMTS LICENSE AGREEMENT****APPENDIX B FAIRBANKS CODING SERVICES AGREEMENT**

Fairbanks will provide the full scope of Centralized Coder Services in accordance with agreed pricing. The services that are included in the fee are:

- Contractor shall employ a minimum of three (3) professional staff for the contract.
- Central coding staff shall be required to attend annual training provided by DHCS

- All coding shall be consistent with the California SMAA manual and implementation Plan and adhere to all State approved activity codes.
- The RMTS administrator shall send a monthly report of all coding discrepancies to the Count identifying the LEA, the claiming unit and the participant name as well as the specific coded moment.
- Contractor shall submit a monthly report of the number of moments coded per LEA.
- Contractor shall submit a monthly labor report per coder detailing increments of their time.
- The RMTS system shall randomly select, at a minimum, 10% of all coded moments each quarter or quality assurance code review by the LGA.
- Contractor shall develop and submit to the County, a written Quality Assurance (QA) Plan thirty days after contract execution and thirty days after each annual contract renewal date thereafter.

Annual Centralized coder fee: \$41, 240.00

Quarterly Centralized coder fee: \$10,312

The Fairbanks fee is deducted by the LGA from the quarterly remittances of SMAA reimbursement to LEAs and therefore is paid after Federal funds have been received as long as the MAA invoices are processed and submitted to DHCS by LGA on a timely manner.



# Plumas County Public Health Agency

270 County Hospital Road, Quincy, California 95971

Mimi Hall, MPH, CHES, Director

**Administration & Health Education**  
Suite 206  
Quincy, CA 95971  
(530) 283-6337  
(530) 283-6425 Fax

**Clinic & Nursing Services**  
Suite 111  
Quincy, CA 95971  
(530) 283-6330  
(530) 283-6110 Fax

**Senior Nutrition & Transportation**  
Suite 206  
Quincy, CA 95971  
(530) 283-3546  
(530) 283-6425 Fax

**Veterans Services**  
Quincy Office  
Suite 206  
Quincy, CA 95971  
(530) 283-6275  
(530) 283-6425 Fax

November 25, 2014

Michelle Kristoff, Chief  
Administrative Claiming Local and School Services Branch  
Safety Net Financing Division, MS 4603  
1501 Capitol Avenue, Suite 71.3024  
Sacramento, CA 95814

RE: RMTS Condition letter

Hi Michelle,

Please accept this letter as the LGA Collaborative submitting a Condition for Consortium RMTS Participation (Condition) letter agreeing to all processes and procedures described in the SMAA RMTS plan.

This condition letter includes:

- The specific LGAs participating in the consortium
  - Alameda
  - Riverside
  - Sacramento
  - San Francisco
  - Tulare
  - San Luis Obispo
  - Pasadena
- The individual designated as the single point of contact for DHCS
  - Les Hall, Plumas County
- All contracts between entities, including sub-recipient entities
  - Plumas County contract with PCG
  - Plumas County contract with Fairbanks
  - Plumas County contract with the LGA SMAA Collaborative participants (general)
- The process for oversight of all RMTS activities
  - Training regarding RMTS
- Ensure claiming unit has participated in required RMTS training;

- Review of RMTS compliance rate; ensure each claiming unit meets the 85% compliance level requirement;
- Ensure claiming unit coordinator understands how critical response rate is per claiming unit and that the claiming unit is aware of non-compliance consequences.
  - Roster Updates
    - Receive electronic updated roster from claiming unit;
    - Review updated roster to validate TSPs are accurately placed in the correct cost pools;
    - Ensure that the individual claiming unit rosters are uploaded quarterly into a database with all other participating claiming units.
  - Time Study Tasks
    - Randomly select TSPs from the Participant Universe of eligible participants and assign each TSP to an individual moment from the pool of eligible moments to establish a Master Moments list;
    - Maintain confidentiality of Master Moment List;
    - Notify selected TSPs no sooner than five student attendance days prior to their selected moment and on the day of the moment;
    - Review TSP responses to the random moment questions and assign MAA codes;
    - Pose clarifying questions to TSPs if necessary for the determination of the appropriate time study code;
    - Quality check coded time study data;
    - Follow up with participants who submitted incomplete samples;
    - Review all data and prepare it for the claim.
  - Financial Tasks
    - Conduct financial training with claiming units, as needed;
    - Maintain all source documentation;
    - If necessary, resubmit to contact for revisions;
    - Receive completed CPE forms from district and submit to DHCS.
  - Miscellaneous Tasks
    - Participate in LEC/LGA and DHCS Advisory Committee meetings;
    - Answer general questions from claiming units throughout the quarter;
    - Submit quarterly MAA claim to DHCS;
    - Conduct quality assurance reviews, as needed;
    - Serve as liaison between claiming units and DHCS.
- A detailed list of all job classifications that comprise each sample pool
  - *Will submit by December 5, 2014 deadline.*

Sincerely,



Les Hall, MAA/TCM Coordinator  
 Plumas County  
 SMAA Collaborative Administrative Hub

**SERVICES AGREEMENT  
FOR  
PUBLIC CONSULTING GROUP, INC**

THIS AGREEMENT is made and entered into this 1st day of July, 2014 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "County", and PUBLIC CONSULTING GROUP, INC, a Massachusetts Corporation, hereinafter referred to as "Contractor".

**WITNESSETH:**

A. **WHEREAS**, County proposes to have Contractor provide a Random Moment Survey software system that can be rapidly customized to the final regulations of RMTS as approved by the Federal Government; and

B. **WHEREAS**, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. **WHEREAS**, County and Contractor desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" in response to RFP-SMAA-2104, shall license its proprietary software in accordance with the license agreement attached hereto as Appendix A and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety;

fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that County may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a Contractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the Fees and Payment Schedule set forth in Exhibit A-1, attached hereto and incorporated herein by reference. Contractor shall provide County with a completed Federal W-9 form prior to submitting the first invoice. Compensation shall in no case exceed Three Hundred Thousand Dollars (\$300,000.00) through initial term, June 2015.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of work specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to County for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Contractors' services which have been completed to County's reasonable satisfaction, provided County notifies Contractor of dissatisfaction within 30 days of Contractor providing such services. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.

### **3.0. TIME OF PERFORMANCE**

3.1. Commencement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

### **4.0. TERM AND TERMINATION**

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2015, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The County reserves the right to exercise extension options for four (4) additional terms of up to one (1) year each for a potential total contract term of five (5) years through June 30, 2019.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to

Contractor.

## 5.0. INSURANCE

5.1. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy



shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.25 HIPAA Business Associate Addendum. Exhibit G attached hereto sets forth a Business Associate Agreement between the Department of Health Care Services and the County. Contractor agrees to comply with the terms of Exhibit G as if it were acting as the County, and all references in Exhibit G to the Department of Health Care Services shall be deemed to refer to both the Department of Health Care Services and the County.

6.3. Project Managers. County shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile

or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

Project Managers for the Term of this Agreement:

**COUNTY OF PLUMAS:**

Les Hall, Management Analyst  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971-9174  
(530) 283-6086

**CONTRACTOR:**

Public Consulting Group, Inc.  
Florie J. Wong  
4370 La Jolla Village Drive, Suite 400  
San Diego, CA 92122  
(617) 733-2257

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of

Contractor, its employees, agents or Contractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or Contractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its Contractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of County. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County and without liability or legal exposure to Contractor. County shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its Contractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California

Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**To the extent that their provisions apply to Contractor of the County, Contractor agrees to comply with the terms and conditions of the exhibits listed below, which are by this reference made a part of this Agreement. Contractor agrees to provide the required certifications, and not to act, or fail to act, so as to cause the County to violate the terms and conditions of these exhibits.**

Exhibit A – Scope of Work

Exhibit A1– Fees and Payment Schedule (Consortia and Non-Consortia)

Exhibit G – HIPAA Business Associate Addendum

Appendix –SMAA RMTS – PCG Claiming System License Agreement

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR:**

**Public Consulting Group, Inc., a Massachusetts Corporation**

Grant Blair (FN) Date: 9/15/2014  
Grant Blair, Practice Area Director PCG

\_\_\_\_\_ Date: \_\_\_\_\_

**COUNTY OF PLUMAS:**

Steven J. Mansell Date: 8/26/14  
Steve Mansell, Deputy County Counsel

Mimi Hall Date: 9/10/14  
Mimi Hall, Director of Public Health

[Signature] Date: 9/9/14  
Chair, Plumas County Board of Supervisors

**SERVICES AGREEMENT  
FOR  
FAIRBANKS, LLC**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of January, 2015 ("Effective Date"), by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "County", and FAIRBANKS, LLC, a Limited Liability Corporation, hereinafter referred to as "Contractor".

**W I T N E S S E T H:**

A. **WHEREAS**, County proposes to have Contractor provide Random Moment Time Survey ("RMTS") coding services in compliance with the final regulations of RMTS as approved by the Federal Centers for Medicare and Medicaid Services; and

B. **WHEREAS**, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. **WHEREAS**, County and Contractor desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

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

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services

required under this Agreement. Contractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by County, by reason of Contractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the California Government Code. Violation of this provision may result in the imposition of penalties referred to in California Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Contractor acknowledges that County may enter into agreements with other contractors for services similar to the services that are the subject of this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Contractor may engage a Contractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the Fees and Payment Schedule set forth in Exhibit A-1, attached hereto and incorporated herein by reference. Contractor shall provide County with a completed Federal W-9 form prior to submitting the first invoice. Compensation shall in no case exceed Twenty Thousand Six Hundred Twenty Five Dollars (\$20,625.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of work specified in Exhibit "A" unless the County, prior to Contractor performing the additional services, approves such additional services in writing in an authorized, numbered change order. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to County for approval no more often than quarterly. Said invoice shall be based on the total of all Contractors' services which have been completed to County's sole satisfaction. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to County for inspection and/or audit at mutually convenient times for a period of four (4) years from the Effective Date.



### 3.0. TIME OF PERFORMANCE

3.1. Commencement. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of the party seeking the delay.

### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of six (6) months, ending on June 30, 2015 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

4.3. Compensation. In the event of termination, County shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the Fees and Payment Schedule set forth in Exhibit A-1. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished data studies and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Contractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Contractor shall be at County's sole risk and without liability or legal expense to Contractor.

### 5.0. INSURANCE

5.1. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
- b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

## **6.0. GENERAL PROVISIONS**

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Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

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Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by County.

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Project Managers for the Term of this Agreement:

**COUNTY OF PLUMAS:**

Les Hall, Management Analyst  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971-9174  
FAX: (530) 283-6086

**CONTRACTOR:**

Fairbanks, LLC  
Rick Jacobs  
3880 Salem Lake Road, Suite A  
Long Grove, IL 60047  
FAX: (312) 321-1225

6.5. Drug Free Workplace. Contractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Contractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

6.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. To the fullest extent permitted by law, Contractor shall protect, defend with counsel approved in writing by County, indemnify and hold harmless County and its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of, pertaining to, or relating in any way with the intentional or negligent acts, error or omissions of Contractor, its employees, agents or Contractors in the performance of this Agreement. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of Contractor and County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements or obligations created elsewhere in this Agreement.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of County. Contractor shall secure, at its expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or Contractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or Contractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and Contractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of County. Contractor agrees that any such documents or information shall not be made available to any non-County individual or organization without the prior consent of County. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of County and without liability or legal exposure to Contractor. County shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from County's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to County any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by County or its authorized representative, at no additional cost to the County.

6.13. Public Records Act Disclosure. Contractor has been advised and is aware that all reports, documents, information and data including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, and provided to County may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 et. seq.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and, provided that Contractor informs County of such trade secret. The County will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The County shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the County's representative, regarding any services rendered under this Agreement at no additional cost to County. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to County, provide all necessary professional services necessary to rectify and correct the matter to the satisfaction of County and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment. Contractor will not employ any regular employee of County while this Agreement is in effect.

6.16. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.17. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. [Intentionally left blank]

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of

competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

**To the extent that their provisions apply to Contractor or the County, Contractor agrees to comply with the terms and conditions of the exhibits listed below, which are by this reference made a part of this Agreement. Contractor agrees to provide the required certifications, and not to act, or fail to act, so as to cause the County to violate the terms and conditions of these exhibits.**

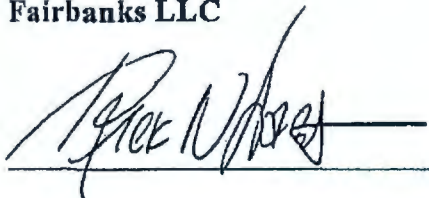
Exhibit A – Scope of Work	5 Pages
Exhibit A1– Fees and Payment Schedule	1 Page
Exhibit G – HIPAA Business Associate Addendum	7 Pages

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

**CONTRACTOR:**

Fairbanks LLC

  
\_\_\_\_\_

Date: 11/07/2014

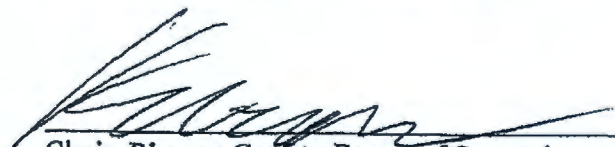
**COUNTY OF PLUMAS:**

  
\_\_\_\_\_  
Steve Mansell, Deputy County Counsel

Date: 10/30/14

  
\_\_\_\_\_  
Mimi Hall, Director of Public Health

Date: \_\_\_\_\_

  
\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

Date: \_\_\_\_\_



## **Exhibit A:**

### **Scope of Work (Centralized Coding)**

Fairbanks developed and deployed our Centralized Coding system for the administration of region wide RMTS processes since 2007. More importantly, Fairbanks is the only contractor in the State of California that currently reviews and approves central coding on a quarterly basis for the Los Angeles Unified School District (LAUSD). Based on a multi-year contract with the Los Angeles County Office of Education (LACOE), Fairbanks currently reviews the LAUSD program and quarterly claims/invoices prior to payment. The review includes a thorough review of RMTS responses, clarifying questions and final assignment of coding. As a result, Fairbanks has a pre-existing team that is familiar with the California MAA Activity Codes, the coding requirements from DHCS, and the review and finalization of appropriate time study coding. Fairbanks has worked directly with DHCS, LACOE and LAUSD in its review of the coding, interpretation of the activity codes and appropriate assignment of time study coding.

Once the sampled participant completes the RMTS, the Random Moment Coders (RMCs) have access to Fairbanks integrated coding system to determine the appropriate activity code for each random moment completed based on the information provided by the sampled participant. The system will be set up to ensure all moments should be coded separately by at least two RMCs, and allows a third final assigned coding field.

For the LGA Collaborative, Fairbanks will staff three individuals to serve as RMCs. This is a coding team structure familiar to Fairbanks, as Fairbanks currently provides RMC coding services for each state in which we provide RMTS services following this same three-coder approach. The Centralized Coder Team shall be a two tier, two-coder system, comprised of two primary coders (Tier 1) and one senior coder (Tier 2). The primary coders shall individually code each random moment separately, known as dual coding, to ensure that sample moments are assigned to the correct activity code. The senior coder shall verify the results and resolve any differences in the codes assigned by the primary coders. Coders shall be responsible for assigning MAA codes to two cost pools: Direct Service Providers (Cost Pool 1) and Administrative Services Providers (Cost Pool 2). It is our understanding that each Cost Pool shall consist of 2761 moments.

In the event both independent RMCs are unable to determine the appropriate activity code due to insufficient information, one of the RMCs will contact the participant via an email generated from the Fairbanks system to receive additional information about the moment. Once the information is received, the moment will be coded and included in the final time study percentage calculation. All communications between the RMCs and sampled participants are stored within the Fairbanks system.

If the coder 1 response matches the coder 2 response field, the system shall auto-populate the final assigned code field. If the coder 1 and coder 2 responses do not match, the system shall create a "flag" to indicate a tiebreaker is needed. In that case, the final assigned code field shall be manually completed by the SMAA County RMTS Coder manager. Fairbanks has developed several reports to help all key stakeholders monitor and manage compliance real-time as well as review and approve the RMTS coding process.

The Fairbanks system is a comprehensive web-based solution that enables the entire coding and follow-up processes to be completed on-line efficiently and accurately for all stakeholders. The Fairbanks system was designed to be flexible, and as such allows for differences in state requirements and variances in processes.

### **Central Coder Training**

Fairbanks currently conducts annual centralized coder training for every RMC and for every state project in which Fairbanks provides services. Two types of training are provided: (1) Fairbanks centralized coding system training and (2) State-specific coding training.

The Fairbanks coding system training is provided to all RMCs on an annual basis to provide a detailed understanding of the Fairbanks coding system, process requirements and coding methodology. The State-specific coding training is unique to each state and typically includes detailed training on specific state program requirements, detailed walk through of the approved activity codes and examples, a review of sample responses and coding with an emphasis on those areas that required additional follow-up or clarification. This training is focused on coding issues previously identified, common follow-up requirements by the state and state-specific coding guidelines and interpretations. The goal of these trainings is to promote consistency and accuracy of coding by the RMCs, ensure all state and federal regulations are followed, and ensure appropriate documentation is in place.

The following items will be included in annual coder training:

- Methods that assure consistent coding outcomes
- Hands-on coding sessions
- Discussions about the coding rules to be employed during the coding process
- Resolution processes to be used when the parallel coding results in a code choice conflict, as well as methods for documenting coding conflict resolution for audit purposes

In addition to these two internal annual Central Coder trainings conducted by Fairbanks, we also have significant experience in participating in annual coder training supplied by the state. As such, Fairbanks would be pleased to share its internal coding documentation with the SMAA Collaborative on an annual basis at the beginning of each contract year for its review and approval and is also willing to participate in any coder training provided by the state or the SMAA Collaborative. It is Fairbanks goal to conduct consistent and accurate coding and we believe training is an integral function in achieving this goal, especially in collaboration with the SMAA Collaborative and the state.

### **Central Coding Process**

All coding conducted by the Central Coders will be consistent with the California SMAA manual and Implementation Plan and adhere to all State approved activity codes. In order to complete RMTS coding, Central Coders will login to the Fairbanks system using a secure and unique login and password. Upon login, each Central Coder has access to their queue of moments that are ready to be reviewed and coded.

The Central Coders will review the information provided in the responses to the questions by the sampled RMTS participant and determine the appropriate activity code. For the purpose of quality control, two Central Coders dually code all completed random moments. Discrepancies in coding

shall be identified, reviewed and resolved by the Senior Coder, who serves as both a tiebreaker and supervisor. If insufficient information is provided to determine the appropriate activity code, one of the central coders submits via email a clarifying question about the moment. In order to maintain program integrity, the clarifying questions are non-leading to ensure the participant is providing a completely unbiased response. Once a clarifying question has been answered, the moment is coded in the Fairbanks system and included in the final time study results. Additionally, the clarifying question submitted and response received from the participant are stored in the Fairbanks system for review and reporting purposes.

A monthly coding report is provided that shows coding completed, coding discrepancies, coding emails sent for clarifying questions and any coding changes completed by the Senior Coder as a tie breaker or in the event of their review of coding.

### **Data Collection & Reporting Requirements**

The Fairbanks web-based system is designed to provide real-time reports to program administrators. As an integral part of the RMTS process, there are several reports that are available for the Collaborative Coordinator regarding central coding. In particular, a real-time report is available that includes:

- Sampled moment date
- Sampled moment time
- Sampled participant name
- Sampled participant category
- Sampled participant cost pool
- RMTS Why Response
- RMTS Who Response
- RMTS What Response
- RMTS Completed date
- RMTS Completed time
- RMC 1 – Assigned activity code
- RMC 2 – Assigned activity code
- RMC 3 – Final/tiebreaking code
- Final assigned code
- Clarifying email date
- Clarifying email time
- Clarifying email text
- Clarifying email response

This report will indicate the number of moments coded across the consortium, per LEA and per coder. Given the amount of data housed in this report, it can be used to glean RMTS compliance consortium-wide, per LEA along with trending regarding response times, coder emails for follow-up, and RMTS results.

Additionally, Fairbanks will provide reports, such as the report of the number of moments coded per LEA and labor report per coder, on an agreed upon schedule with the SMAA Collaborative. Fairbanks will also work with the SMAA Collaborative if additional or ad hoc reports are required for assuring program integrity.

## **Fairbanks Coding Quality Assurance Process**

Fairbanks recognizes the importance of accurate coding and its significant impact on the quarterly MAA claims and invoices. In each state in which we work, Fairbanks administers an internal quality assurance program along with participating in ongoing program review and monitoring requirements as required by the state Medicaid agency.

The Fairbanks internal coding review process includes the Fairbanks Coding Supervisor conducting a minimum 10% review of coded moments. The review is focused on ensuring consistent coding outcomes, the correct application of approved activity codes, and a review of clarifying questions and responses. The internal review process is subsequently used for any necessary follow-up coder training, mentoring and determining coder performance.

Evaluation reports will also be provided to the SMAA Collaborative on a monthly basis including the number of discrepancies by individual coder as well as number of clarifying questions sent by the individual coder compared to the entire number of moments coded for that month. If additional data or reporting is required, Fairbanks will work with the SMAA Collaborative to support their separate quality assurance review.

## **Fairbanks Quality Assurance Program**

The Fairbanks system has been specifically designed to ensure program integrity and accuracy. The project team will consistently assess our planning, design, development, production, and service to ensure that the program is achieving its goals. Fairbanks believes in the early identification and mitigation of issues/risks. We feel that this offers the best process and system in place to help meet our stakeholder's needs. As part of our Quality Assurance Program, Fairbanks incorporates different tools within the website in conjunction with internal processes to validate the data submitted from the LEAs. This process includes verifying the submitted data passes certain systematic edit checks, following further evaluations conducted by experienced team members.

For example, the system will not consider a time study moment as certified until all questions are completed and the moment has submitted their response. Only upon completion will the certified time study be available for the RMC's to begin their review.

Throughout each component of the RMTS, Fairbanks team members monitor, assess, and verify the data submitted by the LEA as the data is received. The team members will not only be monitoring the submissions to ensure the data is received in a timely fashion to meet required deadlines, but the team will be assessing any common issues identified to determine if training, process, website, etc. need to be updated to help eliminate these types of errors. Further, the Fairbanks team will be verifying the data submitted by the LEA. They will review the responses received from the system to ensure the responses are logical and provide sufficient information to code based on the California SMAA manual and Implementation Plan. If the response is unclear or further follow-up is required, the Fairbanks team member will work directly with the appropriate party to confirm the information.

The RMTS process enables a thorough review of all submitted responses and clarifying centralized coder questions. The system allows for a 10% review of all coded moments by the Centralized Coders, the Collaborative Coordinator or DHCS. All data related to RMTS responses and follow-up are also accessible via the Fairbanks web-based system in real time for the LGA to complete any additional reviews of the Fairbanks coding process.

Fairbanks uses statistical analysis to identify any potential outliers, anomalies, and trends. Fairbanks has several metrics that are used to assess each LEA in relation to its peers and all LEAs within the State. If any of these LEAs are flagged as potential outliers, Fairbanks will contact the LEAs directly to assess that they are complying with program requirements, collecting and reporting all the allowable participants, managing time study compliance, etc. Because of the diversity amongst all the LEAs within a State, there is no direct correlation to an LEA being flagged as an outlier compared to their peers. The Fairbanks team will follow up directly to determine if the data is valid and sufficient clarification has been provided to explain the reasons why the LEA is an outlier.

Finally, the Fairbanks team will be continuously monitoring the process, flagged issues that need follow-up, questions from the Fairbanks Client Information Center, etc. to identify any potential trends. If there are any trends identified, the team will work closely with Project Manager, Technology Team, Client Information Center, SMAA Collaborative and DHCS to make any necessary enhancements to the process and/or system. A Quality Assurance Plan will be provided to the SMAA Collaborative thirty days after contract execution as well as thirty days after each contract renewal. Fairbanks will work directly with the Collaborative Coordinator to finalize the details and agree upon the annual report requirements due on May 15<sup>th</sup> of each contract year

Fairbanks prides itself on the robust quality assurance program that we have implemented and evolved over the years. We feel we have the most thorough process and web-based tool to help ensure an efficient and accurate RMTS and coding process. We believe that the results of our Quality Assurance Program are evidenced in our successful time study reviews with our other clients and audit history. If Fairbanks is selected, these benefits will be immediately available as we implement our processes to ensure accurate time study reporting and coding results.

The parties hereby agree that for the purposes of this agreement, Fairbanks shall be provided a login, training and access to the software licensed to the SMAA Collaborative for conducting Random Moment Time Studies (RMTS) by PCG. Access to the PCG software is a requirement under this agreement to fulfill the required scope of work included as Exhibit A. Access to the PCG system shall enable Fairbanks centralized coders to review Time Study Participant(s) responses to sampled moments, determine the appropriate activity codes related to the Time Study Participant responses, validate Coder 1 and Coder 2 coding results, communicate with Time Study Participants electronically if necessary to obtain additional information needed for coding or for tie break decisions, finalize coding decisions for review by the SMAA Collaborative and to produce reports and data extracts as necessary.

## **Exhibit A-1**

### **Centralized Coding Fee**

Quarterly Centralized Coder Fee: \$10,312.50

The Fairbanks Quarterly Centralized Coder Fee ("Fee") will be billed to the County of Plumas (acting on behalf of the participating LGAs) quarterly upon the completion of the scope of work by Fairbanks for each quarter in which the contract is in effect.

The Fee shall be due and payable each quarter thirty (30) days after the submission by the LGA(s) of any SMAA invoice to the California Department of Health Care Services for processing and payment.



## CONTRACT JUSTIFICATION FORM

### This Form Shall Be Submitted to the Board Office With *Every* Consent Agenda Contract.

**Legislative File ID No.** 15-1718

**Department:** Community Schools and Student Services

**Vendor Name:** Alameda County Health Care Service Agency

**Contract Term:** Start Date: July 1, 2015 End Date: June 30, 2016

**Annual Cost:** \$ 99,950.00

**Approved by:** \_\_\_\_\_

**Is Vendor a local Oakland business?** Yes  No

**Why was this Vendor selected?**

The Department of Health Care services required that Local Education Agencies (LEA) contract with Local Governmental Agencies (LGA) to participate in School-Based Medi-Cal Administrative Activities(SMAA). Alameda County Health Care Service Agency is the LGA for our region and they are the only one we can select.

**Summarize the services this Vendor will be providing.**

Alameda County holds the contracts with the agencies that will provide the Random Moment Time Survey (RMTS) software needed to participate in the SMAA program. Additionally they will train the LEA SMAA Coordinators, certify the list of Time Survey Participants (TSPs), coordinate certify and submit SMAA invoices, assist RMTS central coding staff, and provide oversight of the RMTS time survey process

**Was this contract competitively bid?** Yes  No

If No, answer the following:

- 1) How did you determine the price is competitive?

The Department of Health Care Services requires this contract with our regional LGA to participate in School-Based Medi-Cal Administrative Activities. The consortium of California LGAs determined the price, which is 5% of any MAA reimbursement received plus a flat fee of \$25,000, not to exceed \$99,950.

2) Please check the competitive bid exception relied upon:

- Educational Materials**
- Special Services** contracts for financial, economic, accounting, legal or administrative services
- CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- Professional Service Agreements** of less than \$86,000 (increases a small amount on January 1 of each year)
- Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- Emergency** contracts
- Technology** contracts
  - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - Western States Contracting Alliance Contracts (WSCA)
  - California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- "Piggyback" Contracts** with other governmental entities
- Perishable Food**
- Sole Source**
- Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- Other, please provide specific exception**