



DATE May 13, 2015

TO GCTD Board of Directors

FROM Margaret Heath, Paratransit & Special Project Manager

SUBJECT **Consider Renewal of Memorandum of Agreement with the Ventura County Health Services Agency for Reimbursement for the Provision of Medi-Cal Transportation Services**

I. EXECUTIVE SUMMARY

GCTD successfully applied to the State of California to participate in the County of Ventura's Medi-Cal Administrative Activities (MAA) Claiming Plan in 2011. The MAA is the program through which Medi-Cal reimbursement (MOA) is administered. GCTD's application was approved and a Memorandum of Agreement was developed to govern reimbursement to GCTD for eligible expenses. The MOA is due to expire on June 30, 2015. Staff requests that the Board of Directors approve renewal of the Memorandum of Agreement (MOA) with the Ventura County Health Services Agency for a period of four years. This MOA will govern Medi-Cal Reimbursement for eligible trips provided by ACCESS.

II. BACKGROUND INFORMATION

The cost of transporting eligible beneficiaries to Medi-Cal services may be partially reimbursed under federal Medicaid program rules. Gold Coast Transit District staff estimates that currently at least 30% of the trips provided on GCTD ACCESS are to destinations for medical services, some of which may be eligible for Medi-Cal reimbursement. The average cost per trip to provide transportation on GCTD ACCESS during fiscal year 2014 was \$30.45. Reimbursement for eligible trips may be retroactive up to a period of three years. In FY 2014, GCTD received reimbursement in the amount of \$96,217 for the provision of eligible Medi-Cal eligible trips during FY 2012. Earlier this FY, GCTD received reimbursement in the amount of \$157,861 for the provision of eligible Medi-Cal eligible trips during FY 2013. The Medi-Cal reimbursement is only for those trips provided to Medi-Cal recipients to destinations to receive Medi-Cal services.

The maximum amount reimbursable is based upon actual eligible costs submitted to the County Medi-Cal Administrative Activities Coordinator (MAA) in a quarterly invoice. The MAA Coordinator is located within the County Health Services Agency. The revenue generated by the invoice is allocated to GCTD minus a seven percent administrative fee to be retained by the County. The invoice contains the detailed information required to verify that each trip provided was to transport an eligible person to or from an eligible destination. GCTD is able to obtain the necessary data from the Trapeze PASS reporting and scheduling software used for the paratransit operations.

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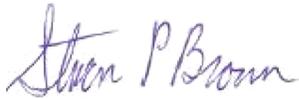
III. **ADDITIONAL INFORMATION**

Members of the GCTD TAC were updated in April. Staff received an approval to recommend to the Board a four year renewal of the MOA with the county. County Counsel has a protocol of MOA's being in effect no longer than four years. Staff therefore is recommending the Board approve the maximum extension. The only changes to the current MOA reflect that GCT is now a District. The proposed MOA is in Attachment A.

Shortly after the GCTD Board approves the MOA, it would be taken to the County Board of Supervisors for similar action. Due to little program history, neither GCTD nor County staffs are comfortable forecasting what the anticipated reimbursement will be for the four year renewal period. The MOA remains beneficial to both parties; GCTD has received a little over \$250,000 in federal reimbursement for provision of eligible trips during FY's 2012 and 2013. The County retained an administrative fee for all reimbursements.

IV. **RECOMMENDED ACTION**

IT IS RECOMMENDED that the Board of Directors approve renewal of the Memorandum of Agreement (MOA) with the Ventura County Health Services Agency for a period of four years. This MOA will govern Medi-Cal Reimbursement for eligible trips provided by ACCESS.



General Manager's Concurrence

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ATTACHMENT A

**County of Ventura
Memorandum of Agreement for Medi-Cal Administrative Claiming
Revenue Compliance and Claiming for
Gold Coast Transit District**

THIS AGREEMENT is made effective the 1st day of July 2015, by and between the COUNTY OF VENTURA, a political subdivision of the State of California, hereinafter called "County", and **Gold Coast Transit District (GCTD)**, hereinafter called "MAA Provider".

WHEREAS, the State of California, hereinafter referred to as "State", and the County have entered into an Agreement for the County to assist the State in the proper and efficient administration of the Medi-Cal Program, and assistance in providing Medi-Cal Administrative Activities (MAA) by the MAA Provider 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 MAA Provider;

WHEREAS, the County recognizes the unique relationship that the MAA Provider has with Medi-Cal eligible individuals and recognizes the expertise of the MAA Provider in identifying and assessing the health care needs of Medi-Cal eligible individuals it serves, and the County wishes to take advantage of this expertise and relationship;

WHEREAS, it is necessary for the County to establish a means for the MAA Provider to claim 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 Welfare and Institutions (W&I) Code Section 1432.47.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

I. SERVICES TO BE PROVIDED BY MAA PROVIDER

The specific services to be provided by MAA Provider are set forth in detail in "Exhibit A" of this Agreement, which is incorporated and made part hereof by this reference.

II. TERM OF AGREEMENT

This Agreement shall be effective July 1, 2015 to June 30, 2019 at that time both parties shall meet and review the progress and success of the MOA and whether to extend participating in the MAA Program.

III. REIMBURSEMENT

A. The maximum amount reimbursable will be based upon actual eligible costs as determined through the annual time survey and allowable actual costs as approved by the State approved MAA invoice instructions and Federal Office of Management and Budget (OMB) Circular A-87.

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

1. Subject to MAA Provider's compliance with all provisions of this Agreement, and upon the submission of a quarterly detailed invoice, the County agrees to pay MAA Provider's claims for reimbursement. Reimbursement is conditioned on MAA Provider supplying the aforementioned valid and substantiated invoice, in a form satisfactory to the County and within the time limits specified in this Agreement.
2. A detailed invoice shall be submitted quarterly to the address noted in Article XIII. The invoice shall be due as follows:

1 st Quarter (July – September)	Due February 15
2 nd Quarter (October – December)	Due May 15
3 rd Quarter (January – March)	Due August 15
4 th Quarter (April – June)	Due November 15

Earlier submission than the due date is preferred. Claims not received by the due date will not be included in the quarter's billing. Claims later than six months from end of quarter shall be returned and are not eligible for payment.

3. The attached Exhibit "B", entitled "Federal Contract Funds", is incorporated by reference and made part of this Agreement as though fully set forth herein. Both the County and MAA Provider agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the U.S. Congress.
4. This Agreement will automatically terminate, without penalty by operation of law, at the end of the period for which funds are appropriated by the U.S. Congress.
5. The MAA Provider shall reply within five business days, to any request for information or to audit exceptions by County, State and federal audit agencies that directly relate to the MAA to be performed under this Agreement.

Both parties to this Agreement recognize that MAA Provider is liable only for audit exceptions which relate to MAA performed under this Agreement, and has no liability for any other entity which may enter into a similar Agreement with the County for the performance of MAA.

- C. The FFP revenue received by County as a result of MAA Provider claim will be allocated as follows:

MAA Provider Reimbursement	93%
Administrative Fee Retained By County	7%

The administrative fee retained by County shall be used to cover the cost of administering the MAA program, the claiming process, claim plan development in consultation with MAA Provider, claims preparation in consultation with MAA Provider, advocacy with State and federal representatives on behalf of MAA Provider, technical assistance, training, and monitoring including on-site reviews.

The administrative fee may be increased if County determines that MAA Provider requires greater than anticipated oversight by the County including excessive invoice corrections and/or site visits.

IV. MUTUAL OBJECTIVES

Both parties to the Agreement agree that this Agreement is governed by 42 United States Code (USC), Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, W&I 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; and by OMB Circular A-87, as periodically amended.

V. MAA PROVIDER RESPONSIBILITIES

- A. Provide to the County information required for a comprehensive MAA claiming plan (hereinafter called MAA Plan), in the format specified by the County and State. The MAA Plan must be approved by the County, the State and Centers for Medicare and Medicaid Services (CMS) prior to the payment of MAA invoices.
- B. Provide the County with complete invoice and expenditure information to include in its summary MAA claim. This information shall be provided in a standardized detailed invoice as provided by the State via the County. The detailed invoice shall identify the claim categories to which expenditure data must adhere for insertion into the CMS 64 (State claim for FFP) and shall be submitted by MAA Provider to claim MAA cost pursuant to this Agreement. All elements of the detailed invoice for the programs being claimed shall correspond to the description of staff and allowable activities outlined in the MAA Plan.

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C. Assure allowable non-federal match from funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to W&I Code Section 141321.47. The following certification statement shall be made on each invoice submitted to the State for payment for the performance of MAA:

"I certify under penalty of perjury that the information provided in this invoice is true and correct, based on actual expenditures for the period claimed, and 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 and 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 with regard to filing false claims."

D. Ensure that MAA claims do not duplicate Medi-Cal claims for the same activities.

E. Retain all necessary records for a minimum of four (4) years after the end of the quarter in which the expenditures were incurred for MAA 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 disallowance, whichever is later. The records shall fully disclose the type and extent of MAA performed by appropriate staff. The MAA Provider shall furnish said documentation, and any other information regarding payments for performing MAA, upon request, to the County, State or the federal government.

F. No work under this Agreement shall be provided by subcontractors.

G. Designate an employee to act as the liaison with the County for issues concerning this Agreement. The designee for the term of this Agreement shall be:

Margaret Heath, Paratransit & Special Projects Manager
301 East Third Street
Oxnard, CA 93030-6048

Any change in designated liaison will be communicated to County in writing by MAA Provider within five business days.

H. Send a representative to the following mandatory meetings: MAA Quarterly Providers Meetings and MAA training sessions determined by County during term of this Agreement.

I. Maintain an audit file in accordance with the MAA Guidelines.

J. MAA Provider certifies that there are no funding source requirements that would

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prevent the MAA Provider from claiming MAA.

VI. COUNTY RESPONSIBILITIES

- A. Process MAA Provider claims for reimbursement of the allowable actual costs of performing MAA necessary for the proper and efficient administration of the Medi-Cal Program.
- B. The maximum rate of reimbursement shall be 50 percent for all categories of cost.
- C. Provide the MAA Provider with a standardized format for the detailed invoice and MAA Plan, and any subsequent updates as provided by the State.
- D. Certify public expenditures made in advance of any MAA reimbursement to the MAA Provider.
- E. Review the MAA Plan and MAA Provider initiated amendment(s) to the MAA Plan. Any amendment that cannot be approved shall be returned to the MAA Provider with a written explanation of the basis for disapproval. All amendment requests are due to the County 30 days prior to the end of the quarter they are to effect.
- F. Submit the MAA Plan and amendment(s) to the State and CMS for review and approval. Meet with, respond to and negotiate with the State for approval of the MAA Plan.
- G. Make available to MAA Provider training and technical support on proper MAA to be claimed, identifying costs related to these activities, and billing procedures.
- H. Perform monitoring of MAA Provider activities through desk review and on-site visit. County shall notify MAA Provider at least 24 hours in advance of any such visit.

VII. JOINT RESPONSIBILITIES

- A. County and MAA Provider hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the MAA Provider, under this Agreement. Applicable laws include, but are not limited to, 42 USC Section 139a(a) 7.42 CFR Sections 431.300, W&I Code, Section 14100.2., 22 CCR Section 51009 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164.
- B. Both parties accept and agree to comply with the applicable standards set forth in the State Department of Health Services, Additional Provisions (for federally Funded Subvention Aid/Local Assistance Cost Reimbursement agreements/Grants), as though fully set forth herein.

VIII. LIMITATION OF STATE / COUNTY LIABILITY

Notwithstanding any other provision of the Agreement, the State and County shall be held harmless, in accordance with paragraphs A and B below, from any federal audit disallowance and interest resulting from payments made to the MAA Provider pursuant to W&I Code Section 14132.47, and this Agreement, less the amounts already submitted to the State pursuant to W&I Code Section 14132.47 (m) for the disallowed claim.

- A. To the extent that a federal audit disallowance and interest results from a claim or claims for which MAA Provider has received reimbursement for MAA, the County shall recoup within 30 days from MAA Provider through offsets to pending and future claims 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 State pursuant to W&I Code Section 14132.47 (m) for the disallowed claim. All subsequent claims submitted to the County applicable to any previously disallowed MAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which MAA Provider has received reimbursement for MAA performed by a non-governmental entity under agreement with, and on behalf of, MAA Provider, the State and County shall be held harmless by MAA Provider for 100 percent of the amount of any such final federal audit disallowance and interest, less the amounts already remitted to the State pursuant to W&I Code Section 14132.47 (m) for the disallowed claim.

IX. ASSIGNMENT / DELEGATION

Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent from the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

X. STATUS OF MAA PROVIDER

The parties intend that MAA Provider, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. MAA Provider and its employees are not to be considered an agent or employee of County and are not entitled to participate in any pension plans, insurance, bonus or similar benefits County provides its employees.

XI. INDEMNIFICATION

- A. MAA Provider agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses that may be asserted by any person or entity, arising out of or in connection with the performance of MAA Provider hereunder, whether or not there is concurrent passive or active negligence on the part of the County, but excluding liability due to the sole negligence or willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for MAA Provider or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- B. MAA Provider shall be liable to County for any loss of or damage to County property arising from or in connection with MAA Provider's performance hereunder.
- C. MAA Provider is responsible for the acts or omissions of its employees.

Submission of a falsified detailed invoice by MAA Provider shall constitute a breach of this Agreement. Submission of a detailed invoice for which there is no supporting documentation by MAA Provider may constitute a breach of contract.

The conviction of an employee 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 from participation in the MAA claiming process. Failure of MAA Provider to exclude a convicted individual from participation in the MAA claiming process shall constitute a breach of this Agreement.

XII. INSURANCE

MAA Provider shall take out and maintain at all times during the life of this Agreement the following policies of insurance:

- A. Worker's Compensation Insurance to cover its employees, with statutory limits as required by the State Labor Code and MAA Provider shall require all its consultants, and other agents similarly to provide Worker's Compensation Insurance, as required by the Labor Code, for all their employees. Each such policy shall be endorsed with the following specific language:

"This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County."

- B. Commercial or comprehensive general liability insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000 combined single limit for occurrence.

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MAA Provider shall submit certified copies of insurance policies within thirty (30) days of County's request.

- C. MAA Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- D. If MAA Provider, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, the same shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from MAA Provider resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to MAA Provider, County may deduct from sums due to MAA Provider any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to the County.

XIII. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS

All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by mail should be addressed as follows:

COUNTY: Carlotta Davis, MAA Coordinator
Ventura County Public Health
2240 East Gonzales Road, Suite 220
Oxnard, CA 93036

MAA PROVIDER: Margaret Heath, Paratransit & Special Projects Manager
Gold Coast Transit District
301 East Third Street
Oxnard, CA 93030-6048

And when so addressed, shall be deemed given upon deposit in the United States mail, postage prepaid. In all other instances, notice, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to who notices, bills and payments are to be given by giving notice pursuant to this paragraph.

XIV. MERGER

This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to State Code of Civil Procedure

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Section 1856. No modifications of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

XV. TERMINATION

At any time and without cause, either party shall have the right in its sole discretion to terminate this Agreement by giving thirty (30) calendar days written notice to the other. In the event County elects to terminate the Agreement without cause, County shall pay MAA Provider for services rendered to the termination date.

XVI. FEDERAL CONTRACT FUNDS

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States government for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the United States government which may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

XVII. NONDISCRIMINATION

MAA Provider shall comply with all applicable federal, State and local laws, rules and regulations in regard to nondiscrimination in employment or on any other basis because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap or any other prohibited basis.

XVIII. CONFLICT OF INTEREST

MAA Provider promises that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. MAA Provider further promises that in the performance of the contract no person having any such interest shall be employed.

MAA Provider agrees that no part of any funds under this Contract shall be used to pay the salary or expenses of any employee of MAA Provider, or agents acting for the MAA Provider, to engage in any activity designed to influence legislation.

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XIX. TAXES

MAA Provider agrees to file federal and state tax returns and pay all applicable State and federal taxes on amounts paid pursuant to this Agreement. If County is audited for compliance regarding withholding or other applicable taxes, MAA Provider agrees to furnish County with proof of payment of taxes on those earnings.

XX. DOCUMENTS AND RECORDS

MAA Provider agrees to permit County, and any State agency authorized by County to inspect, review and copy all records, notes, and writing of any kind in connection with the services provided by MAA Provider under this Agreement. All such inspections and copying shall occur during normal business hours. County shall either make mutually agreeable arrangements for payment for copying with MAA Provider or, in the alternative; County and MAA Provider agree that County may use its own copying machine at MAA Provider's premises without cost to County.

XXI. MONITORING ACTIVITIES

The MAA Provider shall provide any necessary assistance to the County in carrying out its monitoring activities and inspection rights as provided in this Agreement. The MAA Provider shall make available all records; materials, data information, and appropriate staff to authorized County, State, and/or federal representatives, and shall cooperate fully in the monitoring and audit processes.

XXII. CONFIDENTIALITY

MAA Provider agrees to keep all patient and client information confidential and MAA Provider will comply with all statutory and administrative requirements regarding confidentiality of patient and client information.

XXIII. NO WAIVER OF BREACH

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise of any subsequent breach of the same or any other term or promise contained in this Agreement.

XXIV. NO THIRD-PARTY BENEFICIARIES

There are no intended third-party beneficiaries of the Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement the day and year below each signature.

CONTRACTOR: Gold Coast Transit District

By _____
Steven P Brown, General Manager

Date: _____

DEPARTMENT REVIEW AND
RECOMMENDED APPROVAL:

APPROVED:

By _____
Carlotta Davis
Director
MAA/TCM Coordinator

By _____
Rigoberto Vargas, Public Health

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

By: _____

Date: _____

EXHIBIT A

MEDICAL ADMINISTRATIVE ACTIVITIES FOR CONTRACTORS

The local government agency (LGA) is the County of Ventura. The MAA Provider will perform Medi-Cal Administrative Activities (MAA) on behalf of the State and County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal service to Medi-Cal eligible and potentially eligible individuals, and their families (where appropriate) served by MAA Provider.

The following MAA activities are eligible for FFP, as indicated on the MAA Provider's approved MAA claiming plan:

MEDI-CAL SERVICES:

Medi-Cal services, in accordance with 42 CFR, Section 440.170, may be eligible costs. Examples of allowable non-emergency transportation costs include: taxi vouchers, bus tokens, mileage, etc. The cost of providing non-emergency transportation for which no actual cost is borne by the MAA Provider is not an allowable MAA cost.

Separate transportation unit or service: In situations where the MAA Provider operates a separate transportation unit for the provision of transportation services, the costs of the unit of actually providing the Medi-Cal non-emergency transportation services for Medi-Cal eligible to Medi-Cal covered services is an allowable MAA cost, if included in the MAA Provider's MAA Plan. Costs may be calculated on a per mile or per trip basis for each Medi-Cal client transported, in accordance with the methodology described in the MAA Provider's MAA Plan.

Documentation: Documentation for transportation should include name of client, date of birth, date of service, and Medi-Cal service designation.

MAA CLAIMS ADMINISTRATION:

Employees of the MAA Provider, whose duty statements include the administration of the MAA claiming process for their organization, may time study directly for the costs of these activities.

The MAA claims administration staff may claim the costs of the following activities, as well as any other reasonable activities directly related to MAA Provider's administration of MAA:

- Drafting, revising, and submitting MAA Plans to the MAA Program Coordinator.
- Reviewing and compiling the results of time surveys.

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- Serving as liaison between MAA Provider's MAA unit and County.
- Administering claiming, including overseeing, preparing, compiling, revising, and submitting MAA claims to County.
- Attending training sessions, meetings, and conferences involving MAA.
- Training unit staff on State, federal, and local requirements for MAA claiming.

GENERAL ADMINISTRATION:

This includes activities that are eligible for cost distribution on an OMB Circular A-87 approved cost allocation basis. The costs of these activities are to be distributed proportionately to all of the activity categories performed. Examples of activities are:

- Attend or conduct general, non-medical staff meetings;
- Develop and monitor program budgets;
- Provide instructional leadership, site management, supervise staff, or participate in employee performance reviews;
- Present or participate in in-service orientations and programs not related to MAA;
- Participate in health promotion activities for employees;
- Two 15 minute breaks per 8-hour day as required by federal labor law; and
- Earn compensatory time off (CTO)