

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO IN-HOME  
SUPPORTIVE SERVICES PUBLIC AUTHORITY AND  
HEALTH PLAN OF SAN MATEO**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO IN-HOME SUPPORTIVE SERVICES PUBLIC AUTHORITY, hereinafter called "Authority," and San Mateo Community Health Authority d/b/a Health Plan of San Mateo, hereinafter called "Plan";

W I T N E S S E T H:

WHEREAS, this agreement is to establish the parameters under which the Authority will pass through the non-County cost reimbursed by the State of California Department of Social Services for In-Home Supportive Services (IHSS) Program Contract Mode expenditures to the Plan; and

WHEREAS, Plan is a County Organized Health System, formed to arrange for the provision of health care services to qualifying individuals who lack sufficient annual income to meet the cost of health care; and

WHEREAS, California Welfare and Institutions Code section 14186.35(a) requires that In-Home Supportive Services (IHSS) be a Medi-Cal benefit available through managed care health plans in specified counties, and San Mateo County is such a county; and

WHEREAS, PLAN has entered into a Memorandum of Understanding, dated April 1, 2014, with the County of San Mateo, Aging and Adult Services division ("County"), as required by California Welfare and Institutions Code section 14186.35(a), to perform their respective functions and responsibilities in ensuring access to IHSS; and

WHEREAS, Plan entered into an Agreement on September 10, 2014 with the In-Home Supportive Services Consortium of San Francisco Inc. ("Consortium"), a California nonprofit public benefit corporation, for the provision of providing IHSS effective October 1, 2014 for a one-year term; and

WHEREAS, Exhibit A of this Agreement lists billing services to be provided by Authority and Plan to pass through funding received by the State of California Department of Social Services to the Plan to reimburse the Plan for payments made to Consortium;

WHEREAS, Authority is entitled to retain the County share of reimbursed revenue; and

WHEREAS, it is necessary and desirable that the Authority pass through the non-County share of revenue received based on the Claim for Reimbursement for IHSS Program Contract Expenditures on a monthly basis to the Plan.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Services to be performed by Parties**

Authority and Plan shall perform services required to pass through non-County share of revenue received to the Plan based on the Claim for Reimbursement for IHSS Program Contract Expenditures for County in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A.

**2. Payments**

No payment for these services provided by Authority or Plan in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A will be made by either party. The Authority has no fiscal obligation under this Agreement other than pass-through of identified funds.

**3. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2014, through September 30, 2017.

This Agreement may be terminated by Plan, the Chief of the Health System, or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

**4. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

**In the case of Authority, to:**

Name/Title: Lisa Mancini, Director, Aging and Adult Services  
Address: Health System, County of San Mateo County  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403  
Telephone: 650-573-3910

**In the case of Plan, to:**

Name/Title: Maya Altman, Chief Executive Officer  
Address: San Mateo Community Health Authority  
701 Gateway Blvd., Suite 400  
South San Francisco, CA 94080  
Telephone:

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

IHSS PUBLIC AUTHORITY OF SAN MATEO  
COUNTY

By: \_\_\_\_\_  
President, Governing Board IHSS Public  
Authority of San Mateo County

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

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

San Mateo Community Health Authority

By: Maya Altman  
Maya Altman, Chief Executive Officer

Date: Feb. 25, 2015

(Form revised 7/1/13)

## Exhibit A

This Exhibit identifies IHSS Public Authority (Authority) and Health Plan of San Mateo (HPSM) responsibilities during the course of this agreement. The Authority has contracted with the County of San Mateo (County) to provide its responsibilities described in this Exhibit; the Aging and Adult Services (AAS) division of the Health System of the County of San Mateo provides these services. Billing procedures are listed in a Department of Health Care Services Duals Plan Letter.

### HPSM Responsibilities:

- HPSM receives an electronic file from the Consortium containing all Contract Mode services provided the previous month, beginning on the fifth of each month and no later than the tenth of the month.
- HPSM will receive the file from the Consortium and forward it to the County on the eleventh of the month (or first business day following) of each month. The HPSM will reimburse the Consortium for any Coordinated Care Initiative referred In-Home Supportive Services (IHSS) recipients who received services in the prior month.
- HPSM reviews, approves and pays Consortium invoice;
- HPSM sends to Aging and Adult Services (AAS) Budget and Accounting Financial Services Manager on a monthly basis:
  - Consortium invoices (i.e., IHSS Contractor Payment Authorization Report);
  - Certification Statement letter signed by Consortium; and
  - Copy of HPSM paid check to Consortium.

### AAS Budget and Accounting Responsibilities to Claim Reimbursement:

- The County Aging and Adult Services IHSS Program Manager will receive the file from the HPSM. The State payroll system (i.e., CMIPS II) will generate a report that the IHSS Program Manager reviews to resolve any payroll record discrepancies before approving the billing information to be input on the Claim for Reimbursement, IHSS Program Contract Expenditures form by the Aging and Adult Services Accounting Unit (i.e., SOC 432) and sent to CDSS by the seventeenth of each month.
- Financial Services Manager mails signed, original claim to State of California Department of Social Services (DSS) IHSS Program Manager for review and approval;

### County Responsibilities to Pay HPSM:

- Aging and Adult Services Accounting Unit receives State Controller's Office warrant, deposits the warrant and submits check request to HPSM equal to cost reimbursed by DSS for federal and state funding sources, and submits check request to the County Controller's Office for check processing.
- The County Controller's Office mails a monthly check to the HPSM.