

AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES FOR ADMINISTRATIVE SERVICES RELATED TO THE PUBLIC HOSPITAL OUTPATIENT SERVICES SUPPLEMENTAL REIMBURSEMENT PROGRAM – AB 915

1. Intent of Agreement

The purpose of this Reimbursement for Administrative Costs for the AB 915 Program Agreement (Agreement) is to reimburse the California Department of Health Care Services (Department) for the administrative costs associated with the Medi-Cal Public Hospital Outpatient Services Supplemental Reimbursement Program -- AB 915 Program (Program).

2. Parties

- A. The parties to this Agreement are the San Mateo Medical Center (Host Entity), in its capacity as the host entity and eligible provider, and the Department.
- B. As authorized by Welfare and Institutions Code section 14105.96, the Host Entity participates in the Program and enters this Agreement, concerning the reimbursement of Program administrative services.

3. Term of the Agreement

Subject to the provisions of this Agreement, the term of this Agreement shall be from July 1, 2020, through and including, June 30, 2021.

4. Maximum Payable Amount

- A. Pursuant to Welfare and Institutions Code section 14105.96, the amount that the Host Entity shall be obligated to reimburse the Department for administrative services rendered under this Agreement shall not exceed the allowable costs of administering the Program during the period July 1, 2020, through and including, June 30, 2021. The maximum payable amount shall not exceed **\$195,000.00**.
- B. The Host Entity shall be obligated to pay for any service rendered by the Department exceeding the maximum payable amount only if this Agreement is amended to provide for such payment pursuant to Provision 9. Services rendered by the Department of which costs exceed the maximum payable amount shall cease until an amendment is executed.

5. Contact Persons

Any notice, request, demand or other communication required or permitted by this Agreement, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed as follows:

If addressed to the Host Entity, to:

San Mateo Medical Center
County of San Mateo
Attn: David McGrew
Chief Financial Officer
222 W. 39th Avenue
San Mateo, CA94403-4398

Or to such person or address as the Host Entity may, from time to time, furnish in writing to the Department.

If addressed to the Department, to:

California Department of Health Care Services
Safety Net Financing Division
Medi-Cal Supplemental Payment Section
Attn: Shiela Mendiola
1501 Capitol Avenue, MS 4504
P.O. Box 997436
Sacramento, CA 95899-7436

Or to such person or address as the Department may, from time to time, furnish in writing to the Host Entity.

Any change to either party's contact person shall not require an amendment to this Agreement. This change may be made by written notice to the other party.

6. Payment Terms and Invoicing

- A. The Department shall submit to the Host Entity an annual invoice identifying the following summarized categories of administrative costs for the State Fiscal Year (SFY) period billed: salary, benefits, operating expenses, and total costs. The Department shall submit the annual invoice to the Host Entity no later than 60 calendar days following the term of this Agreement.
- B. Subject to the limitation in Provision 4, the Host Entity shall compensate the Department for the actual administrative costs of performing the services listed in Schedule A, as required by Welfare and Institutions Code section 14105.96 and described in Provision 8 of this Agreement, within 45 calendar days of receipt of the annual invoice from the Department.
- C. Failure of the Host Entity to timely compensate the Department pursuant to paragraph B shall constitute a material breach of this Agreement by the Host Entity, which at the Department's discretion, may result in termination by the Department pursuant to Provision 10. The Host Entity may cure such a breach by rendering

payment of the amount owed to the Department prior to the termination of the Agreement pursuant to Provision 10.

- D. The Department will invoice Host Entity within 60 calendar days following the termination of this agreement. The Host Entity will have 45 calendar days from the date of the invoice to remit payment to the Department as indicated in paragraph B. Therefore, the parties' obligations under this section shall survive the termination of the Agreement until the Host Entity renders payment of the amount owed to the Department pursuant to this section.

- E. Reimbursements shall be sent to the Department as follows:

California Department of Health Care Services
Accounting Section, 71.2014 MS 1101
P.O. Box 997415
Sacramento, CA 95899-7415

7. Periodic Assessment

Pursuant to Welfare and Institutions Code section 14105.96, Host Entity enters into this Agreement in order to implement the Program under which its eligible facilities may participate and for which the Host Entity will pay for all costs incurred by the Department for the Scope of Work in Provision 8. Host Entity agrees that the Department may conduct a periodic assessment, as determined by the Department, of such costs incurred by the Department to determine compliance with Section 14105.96 and further agrees that all invoicing as described in Provision 6 and any other relevant documentation, will be accordingly updated to ensure compliance with Section 14105.96.

8. Scope of Work

The Department shall perform the activities related to administering the Program as described in Schedule A, attached hereto and incorporated herein by reference, during the period July 1, 2020 through June 30, 2021. It is understood by both Host Entity and the Department that payments set forth under this Agreement are for the purpose of reimbursing the Department for all allowable costs related to performing these activities as limited by Provision 4. Should the scope of work or services to be performed under this Agreement conflict with the Department's responsibilities as the single agency for Medicaid in California (Medi-Cal) pursuant to Welfare and Institutions Code section 14100.1, the single state agency responsibilities shall take precedence. The Department's cessation of any activities due to single state agency responsibilities does not relinquish the obligation of Host Entity to reimburse the Department for administrative costs incurred by the Department.

9. Amendments

Except as provided in Provision 5 above, no amendment or variation of the terms of this Agreement shall be considered binding on either party unless it is made and approved in writing by both parties.

10. Termination

- A. Either the Host Entity or the Department may terminate this Agreement for a material breach on at least 30 calendar days prior written notice by email or mail. The notice shall include a description of that breach. The notice of termination shall be rescinded in the event that the breach is cured prior to the effective date of the termination.
- B. In the event that the Program is terminated during the term of this Agreement, this Agreement shall also terminate effective on the date that the Department stops performing administrative services associated with closing out this Program. The Host Entity shall be obligated to pay for all the administrative costs incurred for the services duly performed by the Department through the effective date of the termination.

11. General Provisions

- A. Approval. This Agreement is of no force or effect until signed by both parties.
- B. Records. The Department shall maintain and preserve all records relating to this Agreement for a period of three years from the date of the termination or expiration of this Agreement, or until audit findings are resolved, whichever is longer.
- C. Indemnification. It is agreed that Host Entity shall defend, hold harmless, and indemnify the Department, its officers, employees, and agents from any and all claims, liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person or any property which arise out of the terms and conditions of this Agreement as applicable to Host Entity's payment for Program administrative services, or the negligent or intentional acts or omissions of Host Entity, its officers, employees, or agents, thereunder.
- D. Severability. If any term, condition, or provision, of this Agreement invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired, or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement, then the parties to this Agreement shall either amend this Agreement pursuant to Provision 9 or it shall be terminated pursuant to Provision 10.
- E. Compliance with Applicable Laws. All services to be performed by the Department pursuant to this Agreement shall be performed in accordance with all applicable federal and state laws including but not limited to:

The American with Disabilities Act of 1990, as amended;
Section 504 of the Rehabilitation Act of 1973, as amended;
42 U.S.C. § 1396, et seq.;
Welfare and Institutions Code section 14000, et seq.;
Government Code section 53060;
The California Medicaid State Plan;
Laws and regulations, including but not limited to, licensure, certification,
confidentiality of records, quality assurance and nondiscrimination.

- F. Governing Law. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- G. Integration Clause. This Agreement and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the payment for the costs of Program administrative services contemplated for the specified term. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
- H. Provider Participation Agreement. This Agreement does not alter, amend, or override any of the Host Entity's obligations contained in the Host Entity's Provider Participation Agreement for the Program.
- I. State Fiscal Year. The SFY begins on July 1 each year and ends on June 30 of the subsequent calendar year.
- J. Timeliness. Time is of the essence in this Agreement.
- K. Conformance Clause: This Agreement is entered into to implement Welfare and Institutions Code section 14105.96. Any provisions of this Agreement in conflict with the present or future governing authorities of the Welfare and Institutions Code or other applicable state or federal laws and rules, including but not limited to Title XIX of the Social Security Act, California's Medicaid State Plan, and implementation directives promulgated by the Centers for Medicare and Medicaid Services (CMS), is hereby amended to conform to those authorities. Such amended provisions supersede any conflicting provisions in this Agreement.

<Signature page to follow>

The person signing this Agreement on behalf of the Host Entity, represents and warrants that he or she is an individual duly authorized and having authority to sign on behalf of and approve for the Host Entity this Agreement.

SAN MATEO MEDICAL CENTER
COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

The person signing this Agreement on behalf of the Department, represents and warrants that he or she is an individual duly authorized and having authority to sign on behalf of and approve for the Department this Agreement.

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Management Unit

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES – SFY Period:
July 1, 2020 – June 30, 2021

The Department shall:

- A. Lead the development, implementation, and administration for the Public Hospital Outpatient Services Supplemental Reimbursement Program – AB 915 (Program) and ensure compliance with provisions set forth in California Medicaid State Plan Section 4.19, Attachment 4.19-B, pages 46 to 50 and Welfare and Institutions Code section 14105.96.
- B. Submit claims for Federal Financial Participation (FFP) based on expenditures for the Program services that are allowable expenditures under federal law.
- C. Submit any necessary materials to the federal government to provide assurances that claims for FFP include only those expenditures that are allowable under federal law.
- D. Reconcile Certified Public Expenditure (CPE) invoices with supplemental reimbursement payments and ensure that the total Medi-Cal reimbursement provided to Program providers will not exceed the applicable federal upper payment limit as described in 42 Code of Federal Regulations part 447 et seq.
- E. Reconcile cost information from filed hospital cost reports to cost information from settled/audited cost reports, and reconcile actual expenditures and payments to any amounts used to initially determine the supplemental reimbursement payments, pursuant to the California Medicaid State Plan Section 4.19, Attachment 4.19-B, pages 46 to 50.
- F. Calculate the actual costs of administrative accounting, policy development, data processing, and maintenance activities, including the indirect costs related to the Program provided by its staff based upon a cost accounting system in accordance with the provisions of 2 Code of Federal Regulations part 200 et seq. and 45 Code of Federal Regulations parts 75 et seq. and 95 et seq.
- G. Maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services including salary or wages, benefits, travel and overhead costs for the Department's staff, as well as equipment and all related operating expenses applicable to these positions including, but not limited to, general expenses, rent, supplies, and travel costs for identified staff and managerial staff working specifically on activities or assignments directly related to the Program. Accounting records shall include continuous time logs for identified staff that record time spent in the following areas: Program and general administration.

- H. Ensure that an appropriate audit trail exists within the Department's records and accounting system to maintain expenditure data as required by - this Agreement.
- I. Designate a person to act as liaison with Host Entity in regard to issues concerning this Agreement. This person shall be identified to Host Entity's contact person in this Agreement.
- J. Provide a written response by email or mail to a provider's contact person within 30 calendar days of receiving a written request for information related to the Program.
- K. Provide technical assistance and training related to the Program to a provider's personnel after receiving a written request from the provider's contact person.