

**Health and Human Services Agency  
Memorandum of Agreement for Medi-Cal Administrative Claiming  
Revenue Compliance and Claiming  
HSA MOA-MAA NO. MAA-103**

THIS AGREEMENT made this 1st day of July 2007, by and between the COUNTY OF SAN DIEGO HEALTH AND HUMAN SERVICES AGENCY, a political subdivision of the State of California, hereinafter called "County", and **Home Start, Inc.**, 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 Providers 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 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**

The term of this Agreement is from July 1, 2007 and until one of the parties wishes to no longer participate provided through a written 30 day notice to terminate the Agreement. This agreement has no force and effect until it is approved by the County and the MAA Provider.

**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 OMB Circular A-87.

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

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

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

Earlier submission than the due date is preferred. Claims not received by the due date may 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 term 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 Medi-Cal Administrative Activities (MAA) to be performed under this Agreement.

Both parties to this Agreement recognize that the MAA Provider is liable only for audit exceptions which relate to MAA under this Agreement, and has no liability for any other claiming unit 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 distributed based on the following percentage methodology:**

MAA Provider Reimbursement	88%
Administrative Fee Retained By County	12%

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 participation fee may be increased if the MAA provider is determined at high risk and requires additional oversight by the County including excessive invoice corrections and/or site visits.

**IV. MUTUAL OBJECTIVES**

Both parties to the Agreement agree:

- A. That this Agreement is governed by 42 United States Code (USC), Section 1396 et seq., 42 Code of Federal Regulation (CFR) Part 400 et seq., and 45 CFR Part 95, California 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 Federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.

**V. MAA PROVIDER RESPONSIBILITIES**

- A. Conduct an annual time survey for one month as selected by the State using the State Department of Health Services form. The survey will identify all time spent on each of the allowable MAA, non-claimable activities, and general administration and paid time off (PTO), which are proportionately allocated to all activities. Document the activities of staff performing MAA in accordance with the provisions of 42 CFR Section 432.50, 433.34, and CFR parts 74 and 95, and OMB Circular A-87. All non-MAA related activities and direct patient care services shall be time surveyed to non-MAA activities such as Other Programs or Direct Care, as appropriate. Comply with enabling legislation, regulations, administrative claiming process directives, policies, and procedure letters of the State Department of Health Services, as well as directives from the County including the San Diego's Countywide MAA Guidelines, which define program specific allowable MAA and processes for appropriate MAA claiming. Provide County with specific data as may be requested by County.
- B. 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.

## APPENDIX G

- C. 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.
- D. The detailed invoice identifies 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 claiming plan.
- E. Assure allowable non-federal match from funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to Welfare and Institution 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."
- F. Ensure that MAA claims do not duplicate Medi-Cal claims for the same activities from other parts of the MAA Provider's organization.
- G. 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.
- H. No work under this Agreement shall be provided by subcontractor to MAA Providers.
- I. 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:

**Paula Guerra-Lynch, Ph.D.**  
**Home Start, Inc.**  
**5005 Texas Street, #206**  
**San Diego, CA 92108**

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

- J. Provide outreach to Medi-Cal potentially eligible individuals, including pregnant women and their families where appropriate, for the purpose of informing them about the Medi-Cal program and how to access it, and assist individuals in accessing the Medi-Cal program provides, if needed.
- K. MAA Provider must send representation to the following mandatory meetings: MAA Bi-Monthly Providers Meetings and MAA training sessions determined by County during term of this Agreement.
- L. Mandatory Reports: Annual submission of Time Survey Review
- M. Audit File: An audit file must be maintained in accordance with the MAA Guidelines. MAA Provider will, as needed, refer pregnant women and children to the Child, Youth and Family Line: 1-800-675-2229 to assist them in accessing Medi-Cal services.
- N. MAA Provider agrees to adhere to County's policy on Debarment and Exclusion by certifying, under penalty of perjury under the laws of the State of California, that no employee providing services under the term and conditions of this contract is currently listed in the Federal General Services Administration (GSA) Excluded Parties Listing or the Office of the Inspector General's (OIG) List of Excluded Individuals/Entities. This certification statement will accompany every invoice submitted to County for processing to the State for reimbursement of MAA services provided.
- O. Federally Qualified Health Center: For those MAA providers that have a FQHC rate, the MAA Provider certifies that MAA activities are not part of their FQHC rate.
- P. Funding source Requirements: The MAA Provider certifies that there are no funding source requirements that would prevent the 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 for all non-governmental, non-public MAA Providers to the County 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 MAA Plans and MAA Provider initiated amendment(s) to the Claiming 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 County-approved MAA plans and amendments 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 Health Insurance Portability and Accountability Act of 1996 (HIPAA), 45 CFR Parts 160 and 164.
  - 1. The attached Exhibit "C", entitled "Business Associate Provisions," is incorporated by reference and part of this Agreement as though fully set forth herein.
- B. Both parties accept and agree to comply with the applicable standards set forth in the State of California, 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 the 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 or State audit disallowance and interest results from a claim or claims for which the MAA Provider has received reimbursement for MAA, the County shall recoup within 30 days from the MAA Provider which submitted the disallowed claim 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 Medi-Cal Administrative Activity or claim, may be held in abeyance, with no payment made, until the Federal or State disallowance issue is resolved.
  
- B. To the extent that a Federal or State audit disallowance and interest results from a claim or claims for which the MAA Provider has received reimbursement for MAA performed by a non-governmental entity under Agreement with, and on behalf of the MAA Provider, the County shall be held harmless by MAA Provider for 100 percent of the amount of any such final federal or State 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 MAA Provider 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. The 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 Agreement and would be in violation of the Federal False Claims Act. 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 contract.

## **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 Labor Code of the State of California 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.

Upon County's written request, certified copies of insurance policies. Said policy copies shall be submitted within thirty (30) days of County's request.

C. Policy Obligations: MAA Provider's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

D. Material Breach: 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 contract. 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: Cynthia R. Griego, Fiscal Officer  
San Diego County Health and Human Services Agency  
1255 Imperial Avenue, 6<sup>th</sup> Floor  
San Diego, CA 92101

MAA PROVIDER: - **Pamela Ogilvie**  
**Home Start, Inc.**  
**5005 Texas Street, Suite 203**  
**San Diego, CA 92108**

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 C.C.P. SL 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 such date.

### **XVI. 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.

**XVII. 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 MAA Provider, or agents acting for the MAA Provider, to engage in any activity designed to influence legislation.

**XVIII. 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. In case 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.

**XIX. DOCUMENTS AND RECORDS**

MAA Provider agrees to permit County, and any state or federal agency authorized by County's Health and Human Services Agency's Director 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.

**XX. 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.

**XXI. 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.

**XXII. 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.

**XXIII. NO THIRD-PARTY BENEFICIARIES**

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

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

MAA PROVIDER: Agency Name

By \_\_\_\_\_  
Laura Mustari, CEO

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

COUNTY

DEPARTMENT REVIEW AND  
RECOMMENDED APPROVAL:

APPROVED:

BY \_\_\_\_\_  
Janice DiCroce, Ph.D.  
MAA/TCM Coordinator

BY \_\_\_\_\_  
Jean M. Shepard, Director  
Health & Human Services Agency

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

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

APPROVED AS TO FORM AND LEGALITY  
COUNTY COUNSEL

BY \_\_\_\_\_  
Senior Deputy

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

## EXHIBIT A

**MEDICAL ADMINISTRATIVE ACTIVITIES FOR CONTRACTORS**

The local government agency (LGA) is San Diego County Health and Human Services Agency. Contractor 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 services to Medi-Cal eligible and potentially eligible individuals, and their families (where appropriate) served by the Contractor.

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

**MEDI-CAL OUTREACH A**

Activities that

- Bring potential eligibles into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
- Bring Medi-Cal eligible people into Medi-Cal services (information and referral).

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

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

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

Medi-Cal Outreach A may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers for the purpose of informing them about the Medi-Cal program and bringing them into Medi-Cal services; establishing a telephone or walk-in service for the purpose of informing persons about the Medi-Cal program and how to apply and to refer Medi-Cal clients to Medi-Cal services or eligibility offices; giving information about Medi-Cal and how to apply, and the services Medi-Cal covers, at a drop-in community center for under-served populations, such as minority teenagers.

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

Medi-Cal Outreach A activities are not discounted by a Medi-Cal factor.

Medi-Cal outreach activities conducted by Contractor shall not duplicate the requirements of Medi-Cal Managed Care Providers to pursue the enrollment of Medi-Cal eligibles in their service areas.

**MEDI-CAL OUTREACH B**

Activities that are directed toward bringing both Medi-Cal and non-Medi-Cal persons into health care services. This includes:

- campaigns directed toward bringing high-risk populations into services covered by Medi-Cal
- telephone, walk-in, or drop-in services for the purpose of informing or referring persons to services covered by Medi-Cal
- Medi-Cal health education components that are part of a broader general health education campaign.

Medi-Cal Outreach B activities are to be discounted by the percentage of Medi-Cal clients (based on an actual Medi-Cal client count), the countywide Medi-Cal average published by the State Department of Health Services (SDHS), or another methodology approved by SDHS. The Medi-Cal percentage used for Outreach B must be the method described in the Contractor's approved claiming plan.

**NON-ALLOWABLE OUTREACH ACTIVITIES**

Some activities may not be counted as Medi-Cal Outreach A or B under any circumstances, as follows:

- General preventative health education programs or campaigns addressed to lifestyle changes in the general population (e.g., SANE, DARE, dental prevention, anti-smoking, alcohol reduction, etc.) are not allowable under MAA.
- Outreach campaigns directed toward encouraging persons to access social, educational, legal or other services not covered by Medi-Cal are not allowable.

**FACILITATING MEDI-CAL APPLICATION (Eligibility Intake):**

This activity includes the following tasks separately or in combination: Explaining Medi-Cal eligibility rules and the Medi-Cal eligibility process to prospective applicants; assisting an applicant to fill out a Medi-Cal eligibility application; gathering information related to the application and eligibility determination or predetermination from a client, including resource information and third party liability information, as a prelude to submitting a formal Medi-Cal application to the County Welfare Department; providing necessary forms and packaging of forms in preparation for the Medi-Cal eligibility determination. This activity does not include the eligibility determination itself.

**MEDI-CAL NON-EMERGENCY TRANSPORTATION**

The actual costs of arranging and providing non-emergency transportation and accompaniment, when medically necessary, by an attendant, to assist enrolled Medi-Cal recipients to access Medi-Cal services, in accordance with 42 CFR, Section 440.170. 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 Contractor is not an allowable MAA cost.

**SEPARATE TRANSPORTATION UNIT OR SERVICE:** In situations where the Contractor 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 eligibles to Medi-Cal covered services is an allowable MAA cost, if included in the Contractor's approved MAA claiming 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 Contractor's approved MAA claiming plan.

**Documentation:** Documentation for transportation should include Medi-Cal number of client, date of service, Medi-Cal service designation.

**TRAINING:**

Training, which may be given or received, includes training in general Medi-Cal program overview such as: services and changes in services; specific Medi-Cal Administrative Activities (MAA), e.g., Outreach, Eligibility Intake, etc.; general managed care program overview; completing MAA time studies and reporting requirements; and technical updates on Medi-Cal eligibility. Training activities shall be time studied in accordance with the purpose of the training. Training must be related to the performance of MAA and must be claimed to the activity it relates to, e.g., Outreach, Eligibility Intake, etc. If the training is related to the performance of MAA and overlaps several MAA categories, the training time may be divided among the individual MAA categories it relates to. Training unrelated to performance of MAA must be reported to the related activity code in the MAA time survey; e.g., Targeted Case Management (TCM), or Other Programs and Activities. Activities such as generalized training for computers would be reported as General Administration.

**PROGRAM PLANNING AND POLICY DEVELOPMENT:****ALLOWABLE:**

This activity is claimable as Medi-Cal administration only when program planning and policy development is performed by a unit of one or more employees of the Contractor whose tasks officially involve program planning and policy development, according to their duty statements. The costs of planning and development activities will be allocated according to the Medi-Cal percentages being served by the programs being coordinated, if the programs serve both Medi-Cal and non-Medi-Cal clients.

Program planning and policy development activities are claimable as MAA only for those services which are excluded from San Diego County's Managed Care Contracts with the State.

Under the conditions specified above, the following tasks are allowable as administrative activities under program planning and policy development:

- Developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps. This includes analyzing Medi-Cal data related to a specific program or specific group;

- Interagency coordination to improve delivery of Medi-Cal services;
- Developing resource directories of Medi-Cal services/providers.

Other allowable activities may include preparing Medi-Cal data reports, conducting needs assessments for Medi-Cal services, preparing proposals for expansion of Medi-Cal services, etc.

Documentation of PP/PD:

- The Claim Plan and/or its supporting materials must include:
  - o A clear description of the Program Planning and Policy Development (PP/PD) to be performed;
  - o A description of how the activities will be documented. If Medi-Cal and non-Medi-Cal clients are served, explain how the actual Medi-Cal client count is established;
  - o A list of staff by name and which allowable activities they will be performing. (Clinic staff whose time is charged in a Medi-Cal fee-for-service rate must be excluded from PP/PD time study activity.)

**MAA CLAIMS ADMINISTRATION:**

Employees of the Contractor, 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 the Contractor's administration of MAA:

- Drafting, revising, and submitting MAA claiming plans to the MAA Program Coordinator.
- Reviewing and compiling the results of time surveys.
- Serving as liaison between Contractor'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;

- Review departmental or unit procedures and rules;
- 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).

**PAID TIME OFF (PTO):**

This activity is to be used by all staff involved in MAA to record usage of paid leave, including vacation, sick leave, holiday time and any other employee time off that is paid. PTO does not include non-paid lunch or meal breaks, off payroll time, or CTO. PTO is allocated on an OMB circular A-87 approved cost allocation basis.

**EXHIBIT B**

**FEDERAL CONTRACT FUNDS**

1. It is mutually understood between the parties that this contract 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 contract were executed after the determination was made.
2. 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 Congress which may affect the provisions, terms, or funding of this contract in any manner.
3. 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.
4. Each party has the option to void the agreement under the 30-day cancellation clause or to amend the agreement to reflect any reduction of funds.