



BOARD OF COMMISSIONERS  
Agenda Item Summary

Agenda Category: Agreement Item No:

Meeting Date: June 18, 2019

Originating Department: Public Health

**Issue:** In the matter of approving Agreement No. C03212 between Multnomah Education Service District and Klamath County Public Health. – Jennifer Little, Public Health

**Background:** Klamath County Public Health (KCPH) participates in the Medicaid Administrative Claiming (MAC) program. Participation in this program allows us to claim Federal Financial Participation (FFP) for our work in providing administrative activities for the state Medicaid plan. The web-based tools used to access and record time studies as well as process claims, and store information belongs to Multnomah Education Service District (MESD). This agreement provides KCPH continued access to these web-based tools.

**Fiscal Impact:** Fiscal impact is quarterly expense of \$10 per cost pool member, payable from Public Health Clinic Nursing, sub department 4044.

**Recommended Motion:** Move to approve Agreement No. C03212 between Multnomah Education Service District and Klamath County Public Health. Fiscal impact is quarterly expense of \$10 per cost pool member, payable from Public Health Clinic Nursing, sub department 4044. Authorize department head to sign.

DONE AND DATED this \_\_\_\_\_ day of \_\_\_\_\_.

_____	_____	_____
Chair	Vice-Chair	Commissioner
Approved <input type="checkbox"/>	Approved <input type="checkbox"/>	Approved <input type="checkbox"/>
Denied <input type="checkbox"/>	Denied <input type="checkbox"/>	Denied <input type="checkbox"/>

## AGREEMENT

THIS AGREEMENT is made and entered into between Multnomah Education Service District ("MESD") and Klamath County Public Health ("LHD"). The term of this Agreement shall be July 1, 2019 to June 30, 2022.

## WITNESSETH

**PURPOSE:** The purpose of this Agreement is to describe MESD's and LHD's rights and obligations with respect to MESD's provision of Medicaid administrative claims processing services to LHD. LHD provides Title XIX Medicaid administrative services and wishes to seek reimbursement for such services from the Oregon Health Authority (OHA).

### SECTION I LHD agrees to:

- A. Collect cost pool data on employees, and submit such data to MESD. Cost pool data includes: the name, title, job description, salary, and other personnel expenses for each individual employee or subcontractor; the percent of time each employee or subcontractor spends on the coded activities identified in the Time Study; and costs attributable to each employee's or subcontractor's position providing work.
- B. Provide the "Medicaid-eligible percentage" in accordance with OHA and Federal guidelines for purposes of the Time Study calculation.
- C. Submit signed training rosters for entry into the MESD web-based system.
- D. Pay an administrative fee to MESD of \$10 per cost pool participant, per quarter.
- E. Monitor compliance with the requirements of this Agreement.
- F. LHD shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to this Agreement. Without limiting the generality of the foregoing, LHD expressly agrees to comply with: (i) Title VI of the Civil Right Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the American with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; (v) the applicable audit requirements and responsibilities set forth in the Office of Management and Budget Circular A-133 entitled "Audits of States, Local Governments and Non-Profit Organizations"; and (vi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

- G. LHD shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, LHD shall maintain any other records pertinent to this Agreement in such a manner as to clearly document LHD's performance. LHD acknowledges and agrees that MESD, OHA, the Oregon Department of Justice, Medicaid Fraud Unit, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives shall have access to such fiscal records and other books, documents, papers, plans, and writings of LHD that are pertinent to this Agreement to perform examinations and audits and to make excerpts and transcripts. LHD shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of seven (7) years, or such longer period as may be required by applicable law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.
- H. LHD shall be financially responsible for the final amount of any claim for services provided under this Agreement that the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid ("CMS") or OHA finds unallowable under the Medicaid program. In the event CMS or OHA finds any costs claimed by LHD unallowable, OHA shall provide LHD written notice identifying the amount that must be refunded to CMS or OHA. Within thirty (30) calendar days of OHA's notice, LHD shall either (1) Make a payment to OHA for the full amount of the unallowable cost identified by OHA in its notice; or (2) Notify OHA in writing that LHD wishes to repay the unallowable amount from future payments or other means. OHA may then offset the unallowable amount from future payments owed to LHD under this Agreement, or any payment to LHD from OHA under any other contract or agreement between LHD and OHA, present or future. Nothing in this paragraph shall be construed as a waiver by either party of any process or remedy that might otherwise be available. The rights and remedies of OHA set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided to OHA by law or under this Agreement.

**SECTION II      MESD agrees to:**

- A. Provide a web-based survey tool for LHD employees to access and record their time study.
- B. Provide electronic data storage, including but not limited to:
1. Cost pool information used to compile the claim for each quarter.
  2. Tracking of dates LHD staff have been trained for the time study.
  3. Time study results.
- C. Maintain all records that support the quarterly payment claim for the work performed, including but not limited to, position details, cost information, Time Study results, records to indicate that services were requested and the extent of

services provided, other resources that have been applied to offset costs, and any other information applicable to the work provided under this Agreement.

- D. Provide administrative/monitoring tools for the LHD coordinator and OHA system administrators that help the user to:
  - 1. Monitor and review time study results.
  - 2. Manage cost pool data including but not limited to exporting reports to Excel.
  - 3. View survey code definitions.
  - 4. Store LHD information relating to the survey, e.g., Medicaid Eligible percents, for a minimum of seven (7) years.
  - 5. View training information that includes training expiration dates and participants that have been and need to be trained.
  - 6. View the claim electronically, including a detailed view of the claim.
- E. Revise all disapproved LHD MAC claims with correct information provided by LHD and resubmit correct claiming information to OHA and LHD within 3 business days of MESD receipt of the corrected information.
- F. Submit a quarterly claim to LHD program manager.
- G. Maintain confidentiality of client information contained in LHD files provided to MESD to the full extent required by federal and state law and regulations.
- H. Provide technical assistance and training on the web-based MAC time study tool.

**SECTION III MESD and LHD agree:**

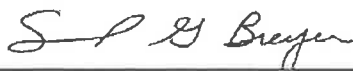
- A. Confidentiality of Client Information:
  - 1. LHD shall treat all information as to personal facts and circumstances obtained by the MESD on Medicaid eligible individuals as privileged communication, shall hold such information confidential, and shall not disclose such information without the written consent of the individual, his or her attorney, the responsible parent of a minor child, or the child's guardian, except as required by other terms of this Agreement. Nothing prohibits the disclosure of information in summaries, statistical information, or other form that does not identify particular individuals.
  - 2. The use or disclosure of information concerning Medicaid eligible or potentially eligible individuals shall be limited to persons directly connected with the administration of this Agreement. Confidentiality policies shall be applied to all requests from outside sources. MESD and LHD will share information as necessary to effectively serve Medicaid-eligible, or potentially eligible individuals.
  - 3. Personally identifiable health information about applicants and Medicaid recipients will be subject to the transaction, security and privacy provisions of the Health Insurance Portability and Accountability Act ("HIPAA"). This

Agreement may be amended in writing in the future to incorporate additional requirements related to compliance with HIPAA.

- B. The attached STANDARD PROVISIONS are incorporated herein by reference and made a part of this Agreement.
- C. Each party, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Each person signing this Agreement represents and warrants to have the authority necessary to execute this Agreement. This Agreement becomes effective upon execution and continues in effect until terminated by either party.
- D. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written agreement signed by the Parties. This Agreement shall not be amended after the expiration date. No amendment to this Agreement shall be effective until it has been signed by all Parties and all necessary governmental approvals have been obtained.
- E. MESD and LHD are the only parties to this Agreement, but because of the Parties' relationship with OHA, the Parties and OHA are entitled to enforce its terms. Nothing in the Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

MULTNOMAH EDUCATION SERVICE  
DISTRICT  
Attn: Wendy Chase  
11611 NE Ainsworth Circle  
Portland, OR 97220

KLAMATH COUNTY PUBLIC HEALTH  
Attn: Jessica Dale  
3314 Vandenberg Road  
Klamath Falls, OR 97603



\_\_\_\_\_  
Sam Breyer  
Superintendent

\_\_\_\_\_  
Klamath County Signature

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

\_\_\_\_\_  
5/17/2019  
Date

\_\_\_\_\_  
Date

## STANDARD PROVISIONS

1. MESD shall not be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, act of God or the public enemy, unusually severe weather, legal act of public authority or delays or defaults caused by public carrier, which cannot reasonably be forecast or provided against.

2. Each party shall perform any services under this Agreement as an independent contractor. Each party shall be responsible exclusively with respect to their respective employees. Each party shall provide for employment-related benefits and deductions that are required by law, including but not limited to federal and state income tax deductions, workers' compensation coverage, Public Employees Retirement System, and Oregon Public Service Retirement Plan contributions. Each party shall be responsible, to the extent required by the Oregon Tort Claims Act (ORS 30.260-30.300), only for the acts, omissions or negligence of its own officers, employees or agents.

3. This Agreement may be terminated by mutual agreement, or by MESD upon 30 days written notice. No such termination shall prejudice any right or obligation of the parties already accrued prior to the effective date of termination.

4. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon. In the event of any litigation between the parties arising out of or related to this Agreement, such litigation shall only be commenced and maintained in the Circuit Court of Multnomah County in Portland, Oregon. LHD, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

5. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT.

## EXHIBIT A

### Public Health MAC Time Study Codes

- A1. Outreach and Application Assistance for the Medicaid Program** means: Interviews, group meetings, phone contacts or home visits that inform Medicaid eligible and potentially Medicaid eligible individuals and their families about the benefits and availability of services provided by the Medicaid program. Additionally informing individuals and their families on how to access, use and maintain participation in all health care resources (i.e. Medicaid, Early Periodic Screening and Diagnostic Testing, etc), creating and/or disseminating materials to inform children and families about Medicaid and assisting them to make application for Medicaid eligibility (i.e. collecting information for the Medicaid application, helping to complete necessary forms for the Medicaid application, and updating of forms as necessary if a child or family's circumstances change), related staff travel and paperwork.
- A2. Outreach and Application Assistance for Non-Medicaid Programs** means: Activities that assist the patient/client in gaining access to non-Medicaid services, effectively utilizing social services and community wellness programs. (Included are housing, commodities, food banks, Women's Infant and Children Program ("WIC"), foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services). Activities that assist the client in applying for these services, including form preparation, related staff travel and paperwork.
- B1. Referral, Coordination, Monitoring, and Training of Medicaid Services** means: Making referrals for and coordinating the delivery of diagnostic and preventive service and treatment for health, vision, dental, developmental, mental health, substance abuse and other Medicaid services. Includes staffing to coordinate Medicaid case plan services (participation in multidisciplinary team meetings, conferencing on health, developmental issues, consultations), gathering background information and supportive information, such as medical histories, writing case plans, or summaries and preparing and/or presenting materials for case review, arranging for health services and coordinating services (i.e. psychological counseling, health, substance abuse counseling and consultation, inpatient services), related staff travel and paperwork.
- B2. Referral, Coordination, Monitoring, and Training of Non-Medicaid Services** means: Making referrals for and coordinating the delivery of social services and community wellness programs (including housing, commodities, food banks, WIC, foster care, financial assistance, exercise and weight loss programs, energy assistance, child care, after school programs, friendly visitor and vocational services) arranging transportation for these services and related staff travel and paperwork.

- C1 Medicaid/OHP transportation and translation** means: Assisting an individual to obtain transportation to services covered by OHP, arranging for or providing translation services to facilitate access to OHP services. Include related paperwork, clerical activities or staff travel required to perform these activities.
- C2: Non-Medicaid/OHP transportation and translation** means: Assisting an individual to obtain transportation to services not covered by Medicaid/OHP, or arranging for or providing translation services related to social, vocational, or educational programs. Include related paperwork, clerical activities or staff travel time required to perform these activities.
- D1. System Coordination Related to Medicaid Services** means: Working internally and with other agencies to improve Medicaid health services, identify gaps in services, expand health and medical services; and improve capacity to engage in medical assistance services and to expand access and linkage to medical and health services and their utilization by medical assistance target populations, gathering information about the target population to improve early identification of health and developmental problems; related staff travel and paperwork.
- D2. System Coordination Related to Non-Medicaid Services** means: Working internally and with other agencies to improve social services, identify gaps in services, expand and improve capacity to engage in non-Medicaid activities, expand access and linkage to non-Medicaid services, their utilization by target populations; related staff travel and paperwork.
- E. Direct Health Care Services** means: Providing direct health care services to a patient, such as well baby checkups, immunizations, disease management, counseling, and including medical case management or other activities that are an integral part or extension of a patient's visit. Included is all related paperwork, clerical activities, staff time, or travel required performing these services.
- F. Other Work Activities** means: All other paid work activities that do not fall under one of the above categories. Time off for vacation, sick leave, family leave, holidays, jury duty, paid lunchtime, comp time, and any other time away from work if the time is paid. Such activities may include payroll, maintaining inventories, developing budgets, general supervision, etc. All related paperwork, clerical activities, or staff travel would also be included.