

TOOELE COUNTY CORPORATION
CONTRACT # 12-12-05

UTAH DEPARTMENT OF HEALTH
Box 143104
288 North 1460 West, Salt Lake City, Utah 84114-3104
MOA & REVENUE AMENDMENT

H0811202
Department Log Number

Amendment Number 03

N/A
State Agreement Number

1. AGREEMENT NAME:
The name of this Agreement is: MHSA – Tooele County Mental Health & Substance Abuse Authority.
2. PARTIES TO AGREEMENT:
This Amendment is between the Utah Department of Health (DEPARTMENT) and Tooele County Mental Health & Substance Abuse Authority (CONTRACTOR).
3. PURPOSE OF AMENDMENT:
To revise Attachment B, and to delete Attachments C and D.
4. CHANGES TO AGREEMENT:
Page 1, Item 6, REFERENCE TO ATTACHMENTS INCLUDED:
 - A. Attachment B, Special Provisions is replaced with Attachment B, Special Provisions effective July 1, 2012, as attached to this Amendment.
 - B. Attachment C, Procedure Codes for Diagnostic and Rehabilitative Mental Health Services, is deleted from this Agreement.
 - C. Attachment D, Procedure Codes for Diagnostic and Rehabilitative Substance Abuse Services, is deleted from this Agreement
 - D. All other provisions of the Agreement remain unchanged.
5. EFFECTIVE DATE OF AMENDMENT: This amendment is effective July 1, 2012.
6. If the Contractor is not a local public procurement unit as defined by the Utah Procurement Code (UCA § 63-56-5), this Amendment must be signed by a representative of the State Division of Finance and the State Division of Purchasing to bind the State and the Department to this Amendment.
7. This Agreement, its attachments, and all documents incorporated by reference constitute the entire Agreement between the parties and supercede all prior negotiations, representations, or agreements, either written or oral between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties sign this Amendment.

CONTRACTOR: Tooele County Mental Health and
Substance Abuse Authority

UTAH DEPARTMENT OF HEALTH

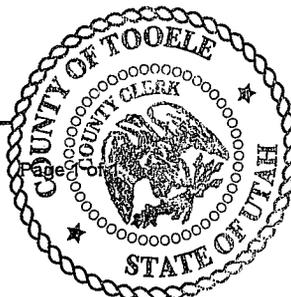
By: Colleen S. Johnson 22 Feb 2012
Signature of Authorized Individual Date

Colleen S. Johnson
Chair, Tooele County Commission

By: Shari A. Watkins 11/26/12
Shari A. Watkins, C.P.A. Date
Director
Office of Fiscal Operations

ATTEST:

Marilyn K. Kelleher
Marilyn K. Kelleher
TOOELE COUNTY CLERK



SPECIAL PROVISIONS

Article I PURPOSE

The Utah Department of Health, Division of Medicaid and Health Financing, hereinafter referred to as "DEPARTMENT," is the single state agency designated to administer the Medicaid program. The Tooele County Local Mental Health and Substance Abuse Authority, the entity statutorily responsible for public mental health and substance use disorder services in Tooele County, hereinafter referred to as "CONTRACTOR," has the local and State funds available to provide the State Match for the Medicaid-covered mental health and substance use disorder services described in Article III when provided to Tooele County Medicaid recipients described in Article III. Therefore, the Tooele County Local Mental Health and Substance Abuse Authority and the DEPARTMENT agree to the following provisions.

Article II DEFINITIONS

For the purpose of the Contract:

Administrative Charge means the charge assessed to cover costs incurred by the DEPARTMENT to administer mental health and substance use disorder services under Medicaid.

CMS means the Centers for Medicare and Medicaid Services, the Federal Medicaid agency, within the Federal Department of Health and Human Services.

DEPARTMENT means the Division of Medicaid and Health Financing in the Utah Department of Health that is responsible for implementing, organizing and maintaining the Medicaid program established in Section 25-18-10 of the Utah Code Annotated 1953, as amended.

Foster Care means children and youth under the statutory responsibility of the Utah Department of Human Services as reflected in the State's computer support system used by eligibility workers to determine Medicaid eligibility and store eligibility information.

Local Mental Health Authority means in accordance with Utah Code Annotated 17-43-301, the authority responsible to provide directly or by contract mental health services to residents of that authority's county or counties.

Local Substance Abuse Authority means in accordance with Utah Code Annotated 17-43-201, the authority responsible to provide directly or by contract substance use disorder services to residents of that authority's county or counties.

Outpatient Mental Health Services means rehabilitative mental health services and targeted case management services as covered under the Utah State Plan.

Outpatient Substance Use Disorder Services means rehabilitative substance use disorder services and targeted case management services as covered under the Utah State Plan.

Premium means the monthly payment the DEPARTMENT makes to Valley Mental Health, Inc., the Prepaid Mental Health Plan (PMHP) contractor providing PMHP-covered mental health and substance use disorder services to Medicaid recipients in Tooele County, in accordance with the contract named "PMHP, Valley Mental Health, Inc., between the DEPARTMENT and Valley Mental Health, Inc.,. The Premium is based on the monthly negotiated rate for each Medicaid eligible group. The DEPARTMENT makes periodic premium

payments to the PMHP contractor on behalf of each Medicaid enrollee regardless of whether the particular enrollee receives PMHP-covered mental health or substance use disorder services during the period covered by the premium payment.

Prepaid Mental Health Plan (PMHP) means the DEPARTMENT's freedom-of-choice waiver approved by CMS that allows the DEPARTMENT to require Medicaid recipients in certain counties of the State to obtain PMHP-covered services from specified contractors.

State Fiscal Year means twelve calendar months commencing on July 1 and ending on June 30 following or the 12-month period for which the State budgets funds.

State Match means the current percentage of the State's share of Medicaid expenditures as defined under 42 CFR 433.10.

Article III

STATE MATCH, ADMINISTRATIVE CHARGES AND PAYMENTS

- A. The DEPARTMENT shall bill the CONTRACTOR for the State Match on:
1. Prepaid Mental Health Plan Premiums
 - a. Each State Fiscal Year, the DEPARTMENT shall contribute the State Match on the inpatient hospital portion of PMHP Premiums paid to Valley Mental Health, Inc.
 - b. Annually, within 60 calendar days of the beginning of each new State Fiscal Year, the DEPARTMENT shall notify the CONTRACTOR in writing of the DEPARTMENT's State Match obligation for the new State Fiscal Year. The DEPARTMENT shall contribute one-fourth of this amount each quarter of the State Fiscal Year.
 - c. The CONTRACTOR shall pay the remaining State Match due on Premiums and on any PMHP one-time payments paid to Valley Mental Health, Inc., during the State Fiscal Year.
 2. Fee-For-Service Expenditures
 - a. Outpatient Mental Health Services

The CONTRACTOR shall pay the State Match on Medicaid fee-for-service expenditures when the DEPARTMENT makes payment to Valley Mental Health, Inc., or to any other Local Mental Health Authority or any other Local Mental Health Authority's contracted providers for Outpatient Mental Health Services provided to Tooele County Medicaid recipients not enrolled in the PMHP except:

 - 1) recipients in Foster Care aid categories, and
 - 2) recipients in subsidized adoption Medicaid aid categories who have been disenrolled from the PMHP on a case-by-case basis.
 - b. Outpatient Substance Use Disorder Services

The CONTRACTOR shall pay the State Match on Medicaid fee-for-service expenditures when the DEPARTMENT makes payments to Valley Mental Health,

Inc., or to any other Local Substance Abuse Authority or any other Local Substance Abuse Authority's contracted providers for fee-for-service Outpatient Substance Use Disorder Services provided to Tooele County Medicaid recipients not enrolled in the PMHP in all Medicaid aid categories.

c. Medicare Crossover Claims

The CONTRACTOR shall pay the State Match on Medicaid expenditures related to Medicare crossover claims when Tooele County dual eligible Medicare/Medicaid recipients receive an Outpatient Mental Health Service from a Medicaid provider enrolled with Medicaid as a Provider Type 56 (Mental Health Center) or an Outpatient Substance Use Disorder Service from a Medicaid provider enrolled with Medicaid as a Provider Type 50 (Substance Abuse Agency) when the provider county is Tooele County. However, the CONTRACTOR shall not be responsible for the State Match when Medicaid payments related to Medicare crossover claims are for Outpatient Mental Health Services provided to recipients in Foster Care aid categories, recipients in State-funded subsidized adoption Medicaid aid categories or recipients in all subsidized adoption Medicaid aid categories who have been disenrolled from the PMHP on a case-by-case basis.

3. Renegotiations

Annually, the DEPARTMENT may renegotiate its State Match obligation based on factors such as legislative appropriations and the inflationary increase the DEPARTMENT grants to general acute care hospitals providing medical care under the Diagnostically Related Group (DRG) system.

B. **CMS Requirements:** CMS requires that the DEPARTMENT have the Medicaid State Match in its administrative control prior to drawing down Federal Financial Participation (FFP), the Federal Medicaid portion.

C. **Invoicing:** The DEPARTMENT shall bill the CONTRACTOR for the State Match and the Administrative Charge due approximately 45 days before the beginning of each quarter.

The DEPARTMENT shall initially calculate the quarterly prepayments for the State Match and Administrative Charge in each new State Fiscal Year using an estimate. The estimate shall be based on the total State Match and the total Administrative Charges for the prior twelve-month period ending March 31, divided by four. The CONTRACTOR may request review of the quarterly estimate with the DEPARTMENT. The DEPARTMENT, at its discretion, may accept input from the CONTRACTOR and revise the quarterly estimate.

At the end of each quarter in the current State Fiscal Year, the DEPARTMENT shall perform a reconciliation of the estimated quarterly amounts due with actual amounts due based on actual Medicaid expenditures in the quarter. The DEPARTMENT shall bill the CONTRACTOR for any State Match and Administrative Charges still owed the state or shall reimburse the CONTRACTOR for excess prepayment to close out the just-ended quarter.

D. **Administrative Charge:** The DEPARTMENT shall bill the CONTRACTOR an estimated Administrative Charge based on Medicaid payments for services. The DEPARTMENT shall bill the CONTRACTOR quarterly using the following schedule. After the first quarter, the administrative percentage that is applied shall be based on cumulative year-to-date expenditures.

<u>Expenditures</u>	<u>Administrative Charge</u>
\$1-\$500,000	3 percent of total
\$500,001 - \$1,000,000	\$15,000 + 2 percent of amount exceeding \$500,000
Greater than \$1,000,000	\$25,000 + 1 percent of amount exceeding \$1,000,000

Expenditures include the outpatient portion of the PMHP Premiums and any one-time payments made to Valley Mental Health, Inc. as specified in A 1 c of this Article, and total fee-for-service Medicaid expenditures specified in A 2 a, A 2 b and A 2 c of this Article for which the CONTRACTOR is responsible for the State Match.

- E. **Payments:** The CONTRACTOR shall pay the DEPARTMENT the estimated State Match and Administrative Charge as follows: (1) the full invoiced amount prior to the beginning of the quarter, or (2) one-third of the invoiced amount prior to the beginning of each month in the quarter. The CONTRACTOR shall approve the transfer of funds or make payment no later than 15 days prior to the quarter or 15 days prior to each month in the quarter.
1. The DEPARTMENT shall make no payments for services until the State Match and Administrative Charge amounts have been paid.
 2. By signing this Contract the CONTRACTOR guarantees that the funds used to pay the State Match and Administrative Charge are derived from State and/or local funds, and that the funds have not been transferred to nor received from a non-governmental entity.

Article IV **DISALLOWANCES**

In the event of a Federal Financial Participation (FFP) disallowance, the CONTRACTOR shall be responsible for payment. However, the CONTRACTOR shall not be responsible for any FFP disallowances assessed against providers who have been reimbursed by the DEPARTMENT on a fee-for-service basis for Outpatient Mental Health Services or Outpatient Substance Use Disorder Services provided to Tooele County Medicaid recipients if the service was not provided by the CONTRACTOR, the CONTRACTOR's providers or pursuant to a contract with the CONTRACTOR or the CONTRACTOR's providers.