

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

REVENUE AGREEMENT

H
Department Log Number:

N/A
State Agreement Number

1. AGREEMENT NAME:

The name of this Agreement is: Tooele County Mental Health and Substance Abuse Authority State Match Contract.

2. PARTIES TO AGREEMENT:

This Agreement is between the Utah Department of Health (DEPARTMENT) and Tooele County Mental Health and Substance Abuse Authority (CONTRACTOR).

3. AGREEMENT PERIOD:

The service period of this Agreement shall be 7/1/2017 through 6/30/2022, unless terminated or extended by agreement in accordance with the terms and conditions of this Agreement. This Agreement may be extended annually 1 time, at the option of the DEPARTMENT, by means of an amendment to this Agreement. Such extension must be in writing.

4. AGREEMENT AMOUNT:

The CONTRACTOR shall pay the DEPARTMENT \$7,239,789.65 in accordance with the provisions in this Agreement.

5. AGREEMENT INQUIRIES:

Inquiries regarding this Agreement shall be directed to the following individuals:

CONTRACTOR

Contact Person: Myron Bateman
Business Address: 47 South Main
City, State Zip: Tooele, UT 84074
Phone: 435-843-3150
Email Address: mbateman@tooeleco.org

DEPARTMENT

Program: Bureau of Managed Health Care
Contact Person: Karen Ford
Phone: 801-538-6637
Email Address: kford@utah.gov

6. REFERENCE TO ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT: Special Provisions

7. PROVISIONS INCORPORATED INTO THIS AGREEMENT BY REFERENCE, BUT NOT ATTACHED HERETO:

- A. All other governmental laws, rules, regulations, or actions applicable to services provided herein.
- B. If the CONTRACTOR has provided the DEPARTMENT with Assurances, then the Department is entering into this agreement based upon the Assurances provided by the CONTRACTOR and the Assurances are incorporated by reference.

8. 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 Agreement.
CONTRACTOR: Tooele County Mental Health and Substance Abuse Authority

UTAH DEPARTMENT OF HEALTH

By: _____ Date _____
Signature of Authorized Individual
Name: Myron Bateman
Title: County Commissioner

By: _____ Date _____
Shari A. Watkins, C.P.A.
Director
Office of Fiscal Operations

Special Provisions

Article 1 - Introductory Provisions

1.1 Parties

This Contract is between the State of Utah, acting by and through its Department of Health hereinafter referred to as "Department" and Tooele County Mental Health and Substance Abuse Authority, hereinafter referred to as "Contractor." Together the Contractor and the Department shall be referred to as the "Parties."

Article 2 - Definitions

2.1 Contract Definitions

For purposes of this Contract the following definitions apply, unless otherwise specified:

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.

Fee-for-Service means Medicaid-covered services that are billed directly to and paid directly by Department based on an established fee schedule.

Foster Care Children means children and youth under the statutory responsibility of the Utah Department of Human Services.

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

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

Outpatient Mental Health Services means rehabilitative mental health services and targeted case management services for individuals with serious mental illness covered under the Utah State Plan.

Outpatient Substance Use Disorder Services means rehabilitative substance use disorder services and targeted case management services for individuals with serious mental illness covered under the Utah State Plan.

Premiums mean the monthly payments the Department makes to the Prepaid Mental Health Plan serving the contractor's Service Area.

Prepaid Mental Health Plan (PMHP) means the mental health and substance use disorder managed care plan operating under the authority of the Department's mental health freedom-of-choice waiver.

Service Area means the Contractor's counties: Tooele.

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

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

System of Care Children means children and youth the Department of Human Services System of Care team directly case manage, and for whom the team provides or arranges treatment services.

Article 3 - State Match and Administrative Charge

3.1 State Match

3.1.1 PMHP Premiums

(A) The Parties understand and agree that they share joint responsibility for the State Match on the inpatient portion of PMHP Premiums, as determined by the Department.

(1) The Department shall pay the State Match amount appropriated by the State legislature for the inpatient portion of PMHP Premiums.

(2) The Contractor shall pay the remaining State Match due on the inpatient portion of mental health PMHP Premiums, as determined by the Department.

(B) The Contractor shall pay the State Match due on the outpatient portion of mental health PMHP Premiums, and on substance use disorder PMHP Premiums.

(C) The Contractor may request in writing the State Match amount to be paid by the Department for the State Fiscal Year.

3.1.2 Fee-for-Service Expenditures

(A) Outpatient Mental Health Services

The Contractor shall pay the State Match on Fee-for-Service expenditures made to the Contractor or its contracted providers or to any other Local Mental Health Authority or that Authority's contracted providers for Outpatient Mental Health Services provided to Service Area Medicaid recipients not enrolled in the PMHP, except the Contractor shall not be responsible for the State Match on:

- (1) Fee-for-Service expenditures for Foster Care Children, and Fee-for-Service expenditures for other children under the supervision of the Utah Department of Human Services (DHS) for whom DHS has requested disenrollment from the PMHP on a case-by-case basis;
- (2) Fee-for-Service expenditures for children in the State-funded subsidized adoption Medicaid aid category;
- (3) Fee-for-Service expenditures for children in all subsidized adoption Medicaid aid categories who have been disenrolled from the PMHP on a case-by-case basis;
- (4) Fee-for-Service expenditures for System of Care Children; and
- (5) Fee-for-Service expenditures for presumptive eligible individuals.

(B) Outpatient Substance Use Disorder Services

The Contractor shall pay the State Match on Fee-for-Service expenditures made to the Contractor or its contracted providers or to any other Local Substance Abuse Authority or that Authority's contracted providers for Outpatient Substance Use Disorder Services provided to Service Area Medicaid recipients not enrolled in the PMHP in all Medicaid aid categories, except the Contractor shall not be responsible for the State Match on:

- (1) Fee-for-Service expenditures for children in the State-funded subsidized adoption Medicaid aid category;
- (2) Fee-for-Service expenditures for children in all subsidized adoption Medicaid aid categories who have been disenrolled from the PMHP on a case-by-case basis; and
- (3) Fee-for-Service expenditures for presumptive eligible individuals.

(C) Medicare Crossover Claims

The Contractor shall pay the State Match on Fee-for-Service expenditures made to the Contractor or its contracted providers related to Medicare crossover claims for Outpatient Mental Health Services or Outpatient Substance Use Disorder Services provided to Service Area dual eligible Medicare/Medicaid recipients, except the Contractor shall not be responsible for the State Match on Fee-for-Service expenditures related to Medicare crossover claims for individuals specified in the State Match exceptions in Article 3.1.2 (A) and (B).

3.1.3 Renegotiations

The Department, in its discretion, may renegotiate its State Match obligation based at any time, including legislative appropriations and the inflationary increase the Department grants to general acute care hospitals providing medical care under the Diagnostic Related Group (DRG) system.

3.2 Administrative Charge

(A) The Contractor shall pay two separate Administrative Charges assessed by the Department on its expenditures as follows:

(1) The Contractor shall pay an Administrative Charge on: (1) expenditures for which the Contractor is responsible for the State Match as specified in Article 3.1.1(A)(2); (2) the outpatient portion of mental health PMHP Premium expenditures as specified in Article 3.1.1(B); and (3) Fee-for-Service expenditures as specified in Article 3.1.2.

(2) The Contractor shall pay a separate Administrative Charge on substance use disorder PMHP Premium expenditures as specified in Article 3.1.1(B).

(B) The Department shall use the following schedule to determine Administrative Charges:

<u>Expenditures</u>	<u>Administrative Charge</u>
\$1 - \$500,000	3 percent of total
\$500,000 - \$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

Article 4 - Contractor Payments to Department

4.1 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.

4.2 Quarterly Billing

(A) On a quarterly basis, the Department shall bill the Contractor the estimated State Match and Administrative Charges required for the upcoming quarter. The Department shall provide the billing statement approximately 45 days prior to the beginning of each quarter.

(B) The Department shall initially calculate the quarterly prepayments for the State Match and Administrative Charges using an estimate. The estimates shall be based on the total State Match and total Administrative Charges for the prior twelve-month period ending March 31, divided by four.

(C) The Contractor shall pay the Department the estimated State Match and Administrative Charges as follows: (1) the full invoiced amount prior to the beginning of each quarter, or (2) one-third of the invoiced amount prior to the beginning of each month in the quarter. The Contractor shall make payment no later than 15 days prior to the quarter or 15 days prior to each month in the quarter, as applicable.

(D) The Department shall make no payments for services until the State Match and Administrative Charge amounts have been paid.

(E) The Contractor may request that the Contractor and Department review the quarterly estimates. The Department, in its discretion, may accept input from the Contractor and revise the quarterly estimates.

4.3 Quarterly Reconciliation of State Match and Administrative Charge

(A) At the end of each quarter the Department shall calculate the Contractor's actual State Match obligation. The Department shall also calculate the Contractor's actual Administrative Charge obligations based cumulative State Fiscal Year-to-date expenditures.

(B) If the amount of the Contractor's prepaid State Match and Administrative Charges exceeded the actual State Match and Administrative Charges, the Department shall refund the difference to the Contractor. If the amount of the Contractor's prepaid State Match and Administrative Charges was less than the actual obligation, the Department shall invoice the Contractor for the difference. The Contractor shall pay the difference to the Department within 30 days of the date of the invoice.

4.4 Contractor Assurances Regarding State Match and Administrative Charge

(A) The Contractor agrees that its payments of the State Match are made voluntarily and that the Department has not required the Contractor to provide the funding through statute, rule, or otherwise.

(B) The Contractor shall ensure that both the State Match and the Administrative Charge amounts provided to the Department meet the requirement of 42 CFR 433, Subpart B, and are not derived from any impermissible source.

(C) The Contractor shall provide the Department a certification form which shall specify the dollar amount and certify the source of the State Match. The certification shall be in a Department-specified format.

Article 5 – Miscellaneous Provisions

5.1 Payment of 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 provided to Service Area 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.

5.2 Maximum Contract Amounts

The Parties have agreed on the signature page of this Contract that the Contractor shall pay the Department up to a maximum of \$7,239,789.65 in accordance with the provisions of this Contract. The Parties agree that if at any time during the term of this Contract it is necessary to adjust the stated amount, the Parties may agree without the need to amend this Contract. The adjustment shall occur upon the Department's written notice to the Contractor.

5.3 GRAMA

The Contractor agrees that the Contract, related documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). The Department and the State of Utah are not obligated to inform the Contractor of any GRAMA requests for disclosure of the Contract, related documents, or invoices.

5.4 Recordkeeping

(A) The Contractor shall maintain or supervise the maintenance of all records necessary to properly account for the Contractor's performance and the payments made to the Department under the Contract. These records shall be retained by the Contractor for at least six years or until any audits initiated within the six years have been completed, whichever is later.

(B) The Contractor shall retain all records which relate to disputes, litigation, and claim settlements arising from Contract performance or cost or expense exceptions until all disputes, litigation, claims, or exceptions are resolved.

5.5 Audits

The Contractor shall, at no additional cost, make available to the Department, the federal government, and any other agency allowed by law, any of the Contractor's records that may reasonable be requested to conduct an audit of the Contractor's performance under this Contract.

5.6 Waiver

A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power or privilege.