

**FIRST AMENDMENT TO
TULARE COUNTY AGREEMENT NO. 28187**

THIS FIRST AMENDMENT ("Amendment") to Tulare County Agreement Number 28187 (the "Agreement") is entered into by and between the **COUNTY OF TULARE ("COUNTY")** and **EARLIMART SCHOOL DISTRICT ("CONTRACTOR")** as of July 1, 2018, with reference to the following:

A. The COUNTY and CONTRACTOR entered into the Agreement on June, 2017, for the purpose of establishing a means of claiming Title XIX Federal Financial Participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal program as set for the in Welfare and Institutions Code section 14132.47;

B. COUNTY and CONTRACTOR now wish to amend the Agreement in order to extend the term of the agreement through June 30, 2020 and update Exhibit B.

ACCORDINGLY, COUNTY and CONTRACTOR agree as follows:

1. Exhibit B of the Agreement is hereby revised to read as follows:

THE COUNTY retains a 6% Administrative Fee from MAA payments to the CONTRACTOR. In addition to the Administrative Fee, the COUNTY will also retain the vendor costs for the Administrative Hub, RMTS Software and Coding Services which is estimated to be \$28.00 per participant per quarter. This estimate is calculated based on a ratio of the total number of Time Survey Participants in the Tulare LGA versus the total number of Time Survey Participants in the RMTS Collaborative.

The \$28.00 quarterly participant cost is only an estimate and may change as the total number of Time Survey Participants changes. If the projected number of Time Survey Participants increases, the fees collected from the school districts for the Software and Coding Services decreases and vice versa.

2. This First Amendment becomes effective as of July 1, 2018.

3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

TULARE COUNTY AGREEMENT NO. 28187-A

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THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

EARLIMART SCHOOL DISTRICT

Date 5/10/18

By Philip Nystrom

Print Name Philip Nystrom

Title Superintendent

Date _____

By _____

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date 6/26/2018

By J. Steve Smithley
Chairman, Board of Supervisors

ATTEST: MICHAEL C SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By Mary Ravello
Deputy Clerk



Approved as to Form:
County Counsel

By Smithley 5/17/18
Deputy

Matter # 2018465

Exhibit "B"

REIMBURSEMENT

BUDGET DETAIL AND PAYMENT PROVISIONS

EARLIMART SCHOOL DISTRICT

The Catalog of Federal Domestic Assistance (CFDA) number for this federal program is 93.778, MediCal Assistance Program.

The COUNTY submits claims based on CONTRACTOR performance of MAA activities. Reimbursement under this Agreement shall be made in the following manner:

1. Upon the CONTRACTOR complying 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 CONTRACTOR supplying the aforementioned valid and substantiated information satisfactorily to the COUNTY within the time limits specified in this Agreement. Reimbursement shall not be withheld pending the submission of similar claims by other claiming units that have entered into a similar Agreement.
2. Data required to enable the COUNTY to submit the Detailed Invoice shall be submitted quarterly to the address noted in Exhibit "A," COUNTY Responsibilities, Item 8.

The FFP received by COUNTY as a result of COUNTY processing Contractor's MAA claims will be distributed based on the following percentage methodologies and circumstances:

THE COUNTY retains a 6% Administrative Fee from MAA payments to the CONTRACTOR. In addition to the Administrative Fee, the COUNTY will also retain the vendor costs for the Administrative Hub, RMTS Software and Coding Services which is estimated to be \$28.00 per participant per quarter. This estimate is calculated based on a ratio of the total number of Time Survey Participants in the Tulare LGA versus the total number of Time Survey Participants in the RMTS Collaborative.

The \$28.00 quarterly participant cost is only an estimate and may change as the total number of Time Survey Participants changes. If the projected number of Time Survey Participants increases, the fees collected from the school districts for the Software and Coding Services decreases and vice versa.

The Administrative Fee retained by County will be used to cover the cost of administering the MAA claim process.