

AGREEMENT
Between the
COUNTY OF PLUMAS
and
TULARE COUNTY

THIS AGREEMENT is made and entered into by and between TULARE COUNTY, a political subdivision of the State of California, hereinafter referred to as “LOCAL GOVERNMENTAL AGENCY (LGA)” and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as “HOST ENTITY.”

WITNESSETH:

A. **WHEREAS**, LGA desires to promote access to health care services through local education agencies, through the provisions of School-Based Medi-Cal Administrative Activities (SMAA) by contracting with HOST ENTITY; and

B. **WHEREAS**, as the LGA desires to participate in SMAA, it is prepared to promote access to health care services through local education agencies under the terms and conditions set forth in this AGREEMENT and in Exhibit A, Scope of Work, Agreement Concerning School Based Medi-Cal Administrative Activities, and Exhibit B, Scope of Work - Addendum for School Based Medi-Cal Administrative Activities, attached hereto and incorporated herein by reference; and

C. **WHEREAS**, HOST ENTITY was selected by the SMAA LGA Consortium (“Consortium”) to collect and disburse LGA participation fees; and

D. **WHEREAS**, the Plumas County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

E. **WHEREAS**, the authorizing entity of LGA has authorized entering into this AGREEMENT;

NOW, THEREFORE, for in and in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. HOST ENTITY, Responsibilities:

- 1.1. HOST ENTITY shall perform HOST ENTITY duties for the SMAA program, listed in attached Exhibits A, B and C for SMAA program.
- 1.2. HOST ENTITY is the “Host Entity” solely for the purpose of collecting and disbursing funds for the Consortium trust fund (“Trust Fund”), as described in the terms of this AGREEMENT.

- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the Trust Fund and public funds, generally, in the collection and disbursement of funds for and from the Trust Fund pursuant to the terms of this AGREEMENT.
 - 1.4. HOST ENTITY shall be the “Administrative Hub” for the purposes of performing the requirements of the SMAA LGA program as described in the terms of this AGREEMENT.
 - 1.5. HOST ENTITY will receive a total annual compensation in the amount of Eighteen Thousand, One Hundred dollars (\$18,100) for the performance of its HOST ENTITY and/or Administrative Hub services under Sections 1.1 thru 1.4 of this contract, paid from the Trust Fund.
2. LGA Responsibilities:
 - 2.1. LGA shall perform the LGA duties listed in the attached Exhibits A, B, and C for the SMAA program,
3. Disclaimers:
 - 3.1. LGA is solely and exclusively responsible for the processing of its SMAA claims for reimbursement, including, but not necessarily limited to, compliance with all applicable federal and state laws and California Department of Health Care Services (DHCS) guidelines and procedures.
 - 3.2. LGA is solely and exclusively responsible for the payment of its costs under the terms of this AGREEMENT as well as any and all of its costs related to its participation in the SMAA program.
 - 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the SMAA program.
4. Insurance and Indemnification:
 - 4.1. Insurance:

Each of the parties agrees to maintain crime coverage against theft and liability coverage for its negligent or intentional wrongful acts and/or omissions arising from the performance of its duties under this Agreement.
 - 4.2. Indemnification:

To the fullest extent permitted by law, the parties shall indemnify, defend, and hold each other, their officers, agents and employees harmless from any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as “liability” herein) arising from each parties’ respective performance of this Agreement, but only to the extent such liabilities are caused by or result from the negligent or intentionally wrongful act or omission of the indemnifying party, its officers, agents or employees.

5. Termination:

- 5.1. LGA may give written notice of its intent to terminate this AGREEMENT, and accordingly, relinquish its membership and rights to participate in the Consortium, at any time.
- 5.2. The effective date of termination shall be concurrent with the payment of the LGA's final claim for reimbursement.
- 5.3. Participation fees shall be calculated and payable to the HOST ENTITY for any and all claims reimbursements received by the LGA after LGA's notice of intent to terminate. LGAs failing to pay participation fees arising from reimbursements received after the termination date shall be in breach of this AGREEMENT.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2018 through June 30, 2019 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

The parties agree to comply with the terms and conditions of the exhibits below, which are an integral part of this agreement and are deemed incorporated by reference herein.

Exhibits

Exhibit A - Scope of Work - Agreement Concerning School Based Medi-Cal
Administrative Activities/Targeted Case Management

Exhibit B - Addendum For School Based Medi-Cal Administrative Programs

Exhibit C - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

DEFINITIONS

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the School Based Medi-Cal Administrative Activities (SMAA) program.
2. SMAA LGA Consortium (“Consortium”) – A collaboration of LGA SMAA Coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the SMAA program.
3. Participation Fee (“Participation Fee”) – Payment to the Consortium for the Consortium’s administrative costs and the costs of the California State Department of Health Care Services (DHCS).
4. Consortium Trust Fund (“Trust Fund”) – Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
5. Membership – All California county and/or chartered city Coordinators or designees whose county or chartered city participate in the SMAA program are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
6. Host Entity (HOST ENTITY) - The LGA designated by all LGAs participating in the SMAA program, to be the administrative and fiscal intermediary between the California Department of Health Care Services (DHCS) and all participating LGAs.
7. Administrative Hub (“Administrative Hub”) – The responsibilities of HOST ENTITY in the administration of the SMAA program for the benefit of the LGA members of the Consortium.
8. Termination – To discontinue or cancel an active membership, contract or agreement. Acceptable notice of intent to terminate an active membership must have an effective date that is concurrent with any final SMAA payments. All Participation Fees are due and payable during this time.

EXHIBIT A: Scope of Work**AGREEMENT CONCERNING SCHOOL BASED MEDICAL ADMINISTRATIVE ACTIVITIES****HOST ENTITY shall:**

1. Prepare and transmit Host Entity/Local Government Agency (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA in the amount not to exceed the amount identified pursuant to Exhibit C, due and payable no later than October 31st of each fiscal year.
2. Maintain an interest-bearing trust fund solely for the accounting for School Based Administrative Activities (SMAA) LGA Consortium ("Consortium") participation fees.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the SMAA program on behalf of the LGAs.
4. Pay the DHCS SMAA administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
5. Pay the LGA consultant(s) costs pursuant to the contract(s) between LGA consultant(s) and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within twenty-one (21) days of Consortium approval of invoices submitted by the LGA consultant(s).
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to the Consortium, for approval, an annual budget.
9. Pay all expenses incurred by HOST ENTITY.

LGA shall:

1. Pay Participation Fee to HOST ENTITY by October 31st of each fiscal year or immediately upon receipt of invoice, whichever is later.
2. Have sole and exclusive responsibility for the processing for all SMAA claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.

EXHIBIT B: Scope of Work**ADDENDUM FOR SCHOOL BASED MEDICAL ADMINISTRATIVE ACTIVITIES PROGRAM****AGREEMENT CONCERNING SCHOOL-BASED MEDICAL ADMINISTRATIVE ACTIVITIES****HOST ENTITY responsibilities:**

HOST ENTITY shall do the following:

- **Manage and Monitor Random Moment Time Survey (RMTS) System**
 - Coordinate with Software Solution Provider (SSP) regarding scheduled RMTS training and inform School Based Medical Administrative Activities (SMAA) Local Government Agencies (LGAs) of dates of required RMTS system training.
 - Remind LGAs to complete quarterly requirements for the RMTS system no later than the 15th day of the month prior to the beginning of the quarter.
 - Open, certify and approve the calendar and Time Study Participant (TSP) list on or before due dates and, no later than the 10th day before the end of the quarter, confirm with the LGAs that the calendar and TSP lists are accurate and correct.
 - In accordance with the DHCS SMAA manual, review the RMTS moments compliance report and notify LGAs who are out of compliance.
 - Review the RMTS compliance rates and forward to LGAs for review and confirmation. Assist LGAs with claiming units not meeting the 85% compliance level requirement in determining the consequences of noncompliance.
 - Remind each LGA to complete the 10% Quality Assurance (QA) coding review.
 - Notify the SMAA LGA Consortium (“Consortium”) of RMTS system policy changes and California Department of Health Care Services (DHCS) requirements updates.

- **Time Study Tasks**
 - At the end of Quarters 2, 3, and 4, upon Coding Vendor (CV) certification of the codes, perform a QA review of 10% of the coding and the results to the LGAs for review.
 - After LGA review, submit completed QA review to DHCS for their review and approval.
 - Submit DHCS corrections to the affected LGAs and facilitate resolution of code correction differences among and between the LGAs, DHCS, CV and SSP.
 - Follow up with DHCS and/or SSP on the quarterly time survey results and notify Consortium of the availability of official results for the preparation of invoices.
 - Remind the Consortium of the quarterly invoice deadlines.

- Financial Tasks
 - Manage contracts with SSP and CV for RMTS implementation including review of vendor invoicing.
 - Prepare schedule allocating direct RMTS software and coding costs among participating LGAs using each LGA's proportionate share of the total participant count and send to LGAs for confirmation of participant counts and approval of the calculated fees.
 - Coordinate collection of RMTS and coding system direct costs from participating LGAs.
 - Request an audit record, on a quarterly basis each fiscal year, to be distributed to participating LGAs in the Consortium for their audit files. The audit report shall include, but is not necessarily inclusive, of the following:
 - RMTS moments
 - Clarifying questions
 - Code changes
 - Other information that pertaining to moments entered into the RMTS system for audit purposes.

- Communication
 - Serve as the hub for all communications regarding SMAA while ensuring Consortium member access to all communications.
 - To the extent permitted by DHCS, serve as the liaison to DHCS and disseminate information received by DHCS to the Consortium.
 - Serve as the liaison to RMTS vendors while ensuring Consortium member access to all communications.
 - Collect questions and comments from LGAs and forward questions to Subject Matter Experts (SME) to solicit responses.
 - In coordination with the Consortium members, schedule meetings and prepare agendas and minutes for the entire Consortium.
 - To the extent permitted by DHCS, participate in Local Education Consortia (LEC)/LGA and DHCS Advisory Committee and stakeholder meetings.
 - Answer general questions regarding SMAA program from the Consortium within two (2) business days.

EXHIBIT C: Payment and Fee Structure

1. **Initial Membership Fee:** The LGA shall pay \$500 to join or reinstate membership into the School Based Medi-Cal Administrative Activities (SMAA) Local Governmental Agency (LGA) Consortium (“Consortium”). This initial membership fee will only cover Consortium expenses. Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest plus penalties as determined by the Host Entity.
2. **Annual Participation Fee :**
 - a. Each Local Government Agency (LGA) shall be assessed an annual participation fee (“Participation Fee”) consisting of the following:
 - i. Fee covering general costs:
 1. Percentage rates applied, as applicable, to the total payments received by the LGA, in the prior fiscal year, from the California Department of Health Care Services (DHCS), for School Based Medi-Cal Administrative Activities (SMAA).
 2. The percentage rates applied to the total payments received by LGAs in the program shall be calculated in such a manner as to ensure that the total participation fees are equal to approved LGA SMAA Consortium budget for the fiscal year less the direct Random Moment Time Survey (RMTS) costs of the SMAA program.
 - ii. Fee covering RMTS costs:
 1. The LGA’s proportionate share of the direct costs of implementing the RMTS methodology.
 2. The proportionate share of the RMTS direct costs shall be calculated by multiplying the LGA’s proportionate share of the total school site SMAA participants for all LGAs participating in the SMAA program by the total RMTS direct costs per school site.
 3. RMTS direct costs consist of the following:
 - a. RMTS software licensing costs
 - b. RMTS coding costs
 - c. SMAA Administrative Hub professional services costs
 - b. The annual participation fees shall be calculated by September 30th of the fiscal year. The total fees payable by LGA shall not exceed \$ 54,100 dollars.