

**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 services to local residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and

B. **WHEREAS**, LGA is prepared to promote access to health services to local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A, Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities / Targeted Case Management, attached hereto and incorporated herein by reference; and

C. **WHEREAS**, HOST ENTITY was selected by CMAA/TCM 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 CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
- 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 Consortium bylaws and 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 will receive a total annual compensation in the amount of Seventy-One Thousand, Five Hundred dollars (\$71,500) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 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 and B for CMAA and/or TCM program(s).
3. Disclaimers:
  - 3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM 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 CMAA and/or TCM program(s).
  - 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).
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 County-Based Medi-Cal Administrative Activities / Targeted Case Management
- Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

“HOST ENTITY”

Duly Authorized

COUNTY OF PLUMAS

By \_\_\_\_\_

Andrew Woodruff, Director  
Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971

“LGA”

Duly Authorized

TULARE COUNTY

By \_\_\_\_\_

Steven Worthley  
Chairman, Board of Supervisors  
Board of Supervisors  
County of Tulare

APPROVED AS TO FORM:

COUNTY COUNSEL  
BY: [Signature] 11/28/18  
DEPUTY

Matter 20181731

**DEFINITIONS**

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
2. CMAA/TCM LGA Consortium (“Consortium”) – A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
3. Participation Fee (“Participation Fee”) – Payment to the Consortium for the consortium’s CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
4. Executive Committee (EC) – A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the Consortium. Duties include, but are not limited to, the review of fiscal revenue and expenditure reports; the approval of the annual budget; and the approval of payments by the Consortium.
5. 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.
6. Membership – All California county and/or chartered city CMAA/TCM coordinators or designees are eligible to join the Consortium and serve as their LGA representative. Membership is contingent on the annual payment of Participation Fees.
7. HOST ENTITY - The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
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 CMAA and/or TCM payments. All fees are due and payable during this time.

**EXHIBIT A: Scope of Work****AGREEMENT CONCERNING COUNTY-BASED MEDICAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT**

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA in the amount identified pursuant to Exhibit B, due and payable no later than October 31st of each fiscal year.
2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
4. Pay the DHCS CMAA/TCM 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 Executive Committee approval of invoices submitted by the LGA consultant(s).
6. Manage and oversee all contracts on behalf of the Consortium.
7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to Executive Committee of the Consortium, for approval, an annual budget.
9. Pay all expenses incurred by HOST ENTITY, including costs related to coordinating the Annual Medical Administrative Activities (MAA) Conference hosted by the Consortium.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

LGA shall:

1. Pay Participation Fee to HOST ENTITY by October 31<sup>st</sup> of each fiscal year or immediately upon receipt of invoice, whichever is later.

2. Have sole and exclusive responsibility for the processing of all CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.
3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium bylaws.

**EXHIBIT B: Payment and Fee Structure**

1. Initial Membership Fee: The LGA shall pay \$500 to join or reinstate membership into the County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) 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 Consortium Executive Committee (EC).
2. Annual Participation Fee :
  - a. Each LGA shall be assessed an annual participation fee (Fee) consisting of the following as they apply to the LGA:
    - i. 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), from each of the programs in which the LGA participated:
      1. CMAA, and/or
      2. TCM
    - ii. The percentage rates applied to the total payments received by LGAs in each program shall be calculated in such a manner as to ensure that the total participation fees from all programs are equal to approved Consortium budget for the fiscal year.
  - b. The annual participation fees shall be calculated by September 30th of the fiscal year. The total fees payable by LGA shall not exceed \$9,500.