

**COUNTY-BASED MEDI-CAL
ADMINISTRATIVE ACTIVITIES (CMAA)
/ TARGETED CASE MANAGEMENT (TCM) AGREEMENT
Between the
COUNTY OF SANTA CRUZ
and
COUNTY OF TULARE**

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

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM LGA Consortium (“Consortium”) to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and

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 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 liability coverage for its negligent or intentionally 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 for the period of the contract.

5.3. Participation fees shall be calculated and payable to the Host Entity for any and all claims reimbursements received by 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, 2019 through June 30, 2022, 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 integral parts 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

“LGA”
Duly Authorized

COUNTY OF SANTA CRUZ

COUNTY OF TULARE

By Justica Randolph Jau MH
Mimi Hall, Director
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

By _____
Pete Vander Poel
Chairman of the Board
Board of Supervisors
Tulare
5957 S. Mooney Blvd.
Visalia CA 93277

APPROVED AS TO FORM:
By: Yellow 9/23/2019
County of Santa Cruz County Counsel

By _____

Approved as to insurance
By _____
Date 9/24/19

Approve As To Form:
County Counsel

By _____

By: Isl Diana L Mendez May 26, 2020
Deputy

Matter No: 2020354

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 Medi-Cal 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 pursuant to Exhibit B.
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). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
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 as 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 within thirty (30) days from receipt of invoice.
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 by-laws.

EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstatement Membership Fee: The LGA shall pay a one-time \$500 fee to initially 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 Host Entity.
2. Annual Participation Fee:
 - a. The LGA shall be assessed an annual participation fee calculated as the LGA’s proportionate share of the LGA Consortium’s approved current fiscal year budget.
 - b. The LGA’s proportionate share percentage shall be calculated as the actual MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM revenue received from DHCS by all LGAs for that same period.
 - c. The LGA’s proportionate share of the LGA Consortium’s approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium’s total budgeted expenditures for the MAA and TCM programs for the current fiscal year.
 - d. The annual participation fees shall be calculated by September 30th of the fiscal year.