

**SCHOOL-BASED  
MEDI-CAL ADMINISTRATIVE  
ACTIVITIES (SMAA) 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."

Approve As To Form:  
County Counsel

WITNESSETH:

**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 By: \_\_\_\_\_  
Deputy  
Matter No: \_\_\_\_\_

**WHEREAS**, as the LGA desires to participant 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, Payment and Fee Structure, attached hereto and incorporated herein by reference; and

**WHEREAS**, HOST ENTITY was selected by the SMAA 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 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 and B 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 and B 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 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 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.
- 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, 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 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
- 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 Justin Randall Jan 17/19  
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  
County of Tulare  
5957 S. Mooney Blvd  
Visalia CA 93277

APPROVED AS TO FORM  
By Yellu 9/23/2019  
County of Santa Cruz Council

By \_\_\_\_\_

Approved as to insurance  
By [Signature]  
Date 9/24/19

Approve As To Form:  
County Counsel

By \_\_\_\_\_

By: Eric Scott  
Deputy 6/2/2020

Matter No: 2020352

**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 Medi-Cal 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 pursuant to Exhibit B.
2. Maintain an interest-bearing trust fund solely for the accounting for School Based Medi-Cal 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). 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 the Consortium, for review, quarterly revenue and expenditure reports.
8. Provide to the Consortium, for approval, an annual budget.
9. Pay all expenses incurred as HOST ENTITY.
10. Manage and Monitor Random Moment Time Survey (RMTS) System
  - a. 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.
  - b. Remind LGAs to complete quarterly requirements for the RMTS system no later than the 15<sup>th</sup> day of the month prior to the beginning of the quarter.
  - c. Open, certify and approve the calendar and Time Study Participant (TSP) list on or before due dates and, no later than the 10<sup>th</sup> day before the end of the quarter, confirm with the LGAs that the calendar and TSP lists are accurate and correct.

- d. In accordance with the DHCS SMAA manual, review the RMTS moments compliance report and notify LGAs who are out of compliance.
- e. 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.
- f. Remind each LGA to complete the 10% Quality Assurance (QA) coding review.
- g. Notify the SMAA LGA Consortium (“Consortium”) of RMTS system policy changes and California Department of Health Care Services (DHCS) requirements updates.

#### 11. Time Study Tasks

- a. 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.
- b. After LGA review, submit completed QA review to DHCS for their review and approval.
- c. Submit DHCS corrections to the affected LGAs and facilitate resolution of code correction differences among and between the LGAs, DHCS, CV and SSP.
- d. 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.
- e. Remind the Consortium of the quarterly invoice deadlines.

#### 12. Financial Tasks

- a. Manage contracts with SSP and CV for RMTS implementation including review of vendor invoicing.
- b. 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.
- c. Coordinate collection of RMTS and coding system direct costs from participating LGAs.
- d. 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:
  - i) RMTS moments
  - ii) Clarifying questions
  - iii) Code changes

- iv) Other information that pertaining to moments entered into the RMTS system for audit purposes.

### 13. Communication

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

### 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 for all SMAA claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.



**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 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. Fee covering general costs:
    1. 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.
    2. The LGA’s proportionate share percentage shall be calculated as the actual SMAA revenue received from DHCS by the LGA during the prior fiscal year divided by the total SMAA revenue received from DHCS by all LGAs for that same period.
    3. 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 SMAA program for the current fiscal year.
  - b. 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:
      - i. RMTS software licensing costs
      - ii. RMTS coding costs
      - iii. SMAA Administrative Hub professional services costs
  - c. The annual participation fees shall be calculated by September 30th of the fiscal year.