

AGREEMENT
Between the
COUNTY OF PLUMAS
and
LAKE COUNTY

THIS AGREEMENT is made and entered into by and between LAKE 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 Medi-Cal Administrative Activities / Targeted Case Management, attached hereto and incorporated herein by reference; and
- C. **WHEREAS**, LGA may desire 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
- D. **WHEREAS**, if 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 Exhibit C, Scope of Work - Addendum for LGAs with School Based Medi-Cal Administrative Activities, attached hereto and incorporated herein by reference; and
- E. **WHEREAS**, HOST ENTITY was selected by LGA Consortium ("Consortium") to collect and disburse LGA participation fees; and
- F. **WHEREAS**, the Plumas County Board of Supervisors has authorized entering into this Agreement as HOST ENTITY; and
- G. **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, as they are applicable to the LGA, listed in attached Exhibit A,
- 1.2. HOST ENTITY is the "host entity" solely for the purpose of collecting and disbursing funds for the Consortium trust fund, as described in the Consortium Bylaws and terms of this Agreement, and as they apply to the LGA. HOST ENTITY shall comply with all applicable laws and regulations governing the Consortium 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.
- 1.3. 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, as they are applicable to the LGA.
- 1.4. HOST ENTITY will receive a total annual compensation for the performance of its host entity and/or administrative hub services under Sections 1.2 and 1.3 of this contract, paid from the Consortium trust fund, in accordance with the Consortium Bylaws.

2. LGA Responsibilities:

- 2.1. LGA shall perform the LGA duties listed in the attached Exhibit A for CMAA and/or TCM program(s), as those programs apply to the LGA, and
- 2.2. LGA shall perform the LGA duties listed in the attached Exhibit B for SMAA program, as that program applies to the LGA.

3. Disclaimers:

- 3.1. LGA is solely and exclusively responsible for the processing of its Medi-Cal Administrative Activity 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 MAA program(s).
- 3.3. LGA is solely and exclusively responsible for responsible for all audit exceptions arising from its participation in the MAA 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 LGA 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 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 commence on the Effective Date and continue for a period of one (1) year, ending on June 30, 2018 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 Medi-Cal Administrative Activities/Targeted Case Management

Exhibit B - Payment and Fee Structure

Exhibit C - Addendum For LGAs with School Based Medi-Cal Administrative Programs

[SIGNATURES TO FOLLOW ON NEXT PAGE]

“HOST ENTITY”

Duly Authorized

COUNTY OF PLUMAS

By _____

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

“LGA”

Duly Authorized

LAKE COUNTY

By _____

Denise Pomeroy
Health Services Director
Lake County Health Services
922 Bevins Court
Lakeport, CA 95453

DEFINITIONS

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the MAA and TCM programs.
2. LGA Consortium – A collaboration of LGA MAA/TCM Coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the MAA and TCM Programs.
3. Executive Committee – A team of elected members of the LGA Consortium who meet regularly and are responsible for the executive management of the LGA 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 LGA Consortium.
4. Membership – All California county and/or chartered city 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.
5. HOST ENTITY - The local governmental agency designated by all local governmental agencies participating in the MAA/TCM program, to be the administrative and fiscal intermediary between the department and all participating local governmental agencies.
6. Participation Fee – Payment to the LGA Consortium for the Consortium's MAA/TCM administrative costs and the costs of the California State Department of Health Care Services (DHCS).
7. 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 MAA and/or TCM payments. All fees are due and payable during this time.

EXHIBIT A: Scope of Work

AGREEMENT CONCERNING MEDICAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT

HOST ENTITY shall:

1. Prepare and transmit Host Entity/LGA AGREEMENT and 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 a trust fund solely for the accounting for LGA participation fees as required by the Consortium bylaws.
3. Enter into a separate agreement with the State Department of Health Care Services to coordinate administration of the MAA programs on behalf of the LGAs.
4. Pay the California State Department of Health Care Services (DHCS) MAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the LGA Consortium, each fiscal year, within sixty (60) days of Executive Committee Approval of the State's invoices for reimbursement of documented costs incurred by 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 MAA/TCM Conference.
10. Carry out other duties and responsibilities as defined and delineated in the Consortium bylaws.

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 responsible for the processing for all MAA 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 Membership Fee: The LGA shall pay \$500 to join or reinstate membership into the LGA Consortium. This initial membership fee will only cover LGA 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 LGA Consortium Executive Committee.
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. For all participating LGAs:
 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), from each of the programs in which the LGA participated:
 - a. County based Medi-Cal Administrative Activities (CMAA),
 - b. School Based Medi-Cal Administrative Activities (SMAA),
 - c. Targeted Case Management (TCM), and/or
 - d. Mental Health Medi-Cal Administrative Activities (MHMAA).
 2. 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 program are equal to approved Consortium budget for the fiscal year less the direct Random Moment Time Survey (RMTS) costs of the SMAA program.
 - ii. For LGAs participating in the SMAA program:
 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.

EXHIBIT C: Scope of Work**ADDENDUM FOR LGAs WITH 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 RMTS System**
 - Coordinate with PCG regarding scheduled RMTS training and inform SMAA LGA 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 Coding review.
 - Notify the SMAA collaborative of RMTS system policy changes and DHCS requirements updates.
- **Time Study Tasks**
 - At the end of Quarters 2, 3, and 4, upon Fairbanks' 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, Fairbanks and PCG.
 - Follow up with DHCS and/or PCG on the quarterly time survey results and notify LGA SMAA collaborative of the availability of official results for the preparation of invoices.
 - Remind the LGA SMAA collaborative of the quarterly invoice deadlines.

- Financial Tasks
 - Manage contracts with Software Solution Provider (SSP) and Coding Vendor 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 SMAA collaborative 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 SMAA Collaborative co-chair and Host County access to all communications.
 - To the extent permitted by DHCS, serve as the liaison to DHCS and disseminate information received by DHCS to the SMAA Collaborative.
 - Serve as the liaison to RMTS vendors while ensuring SMAA Collaborative co-chair and Host County 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 SMAA Collaborative co-chairs, schedule meetings and prepare agendas and minutes for the entire SMAA Collaborative.
 - To the extent permitted by DHCS, participate in LEC/LGA and DHCS Advisory Committee and stakeholder meetings.
 - Answer general questions regarding SMAA program from LGA SMAA collaborative within two (2) business days.