

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

603



FROM: Department of Public Health

SUBMITTAL DATE:

SUBJECT: Ratify the agreement with Marin County for Medi-Cal Administrative Activities (MAA/Targeted Case Management (TCM)), Contract #14-050. Participation Fees for FY 2013/14 and 2014/15. [Districts - All] [\$105,000 - Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the agreement with Marin County for July 1, 2013 through June 30, 2015 MAA/TCM Participation Fees of \$105,000; and
2. Authorize the Chairperson to execute three (3) copies of the agreement.

BACKGROUND:
(On page 2)

IM/bw/td/sm/ys

Sarah Mack for Susan Harrington
Sarah Mack, Deputy Director for
Susan D. Harrington, Director
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 105,000	\$ 0	0	0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	0	0	

SOURCE OF FUNDS: Funds collected from the MAA/TCM program.	Budget Adjustment: No
	For Fiscal Year: 13/14

C.E.O. RECOMMENDATION: APPROVE

BY: *Jennifer L. Sargent*
Jennifer L. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: December 10, 2013
xc: Public Health

Kecia Harper-Ihem
Clerk of the Board
By: *Agnel Rose*
Deputy

Prev. Agn. Ref.: District: All Agenda Number:

3-26

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 12/16/13

- A-30
- Positions Added
- 4/5 Vote
- Change Order

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DATE:

PAGE: 2 of 2

BACKGROUND:

Summary

This new agreement establishes Marin County as the Host Entity and the MAA/TCM Participation Fee for FY13/14 AND FY 14/15 as \$105,000. The participation fee amount for FY 13/14 will be received from Marin County in FY 13/14 via an invoice. Please refer to the attached Host Entity agreement with Marin County.

The participation fee covers Riverside County's share of expenses for California State Department of Health Care Services (DHCS) to administer the MAA & TCM programs, and for a MAA/TCM consultant who assists all California Counties participating in MAA & TCM. All Counties in California participating in MAA & TCM programs must pay their share of this participation fee. Marin County is the county selected to coordinate the collection and distribution of these funds. Submission of this Form 11 for this agreement is to ensure that we will pay this participation fee in FY 13/14 and FY 14/15. In order for Riverside County to continue participating in MAA & TCM programs, this fee must be paid.

Impact on Citizens and Businesses

The County of Riverside coordinates and administers the MAA and TMC programs for Riverside County schools districts and Riverside County agencies. These programs furnish medical assistance to Riverside County families; aged, blind, disabled; and to individuals whose income and resources are insufficient to meet the cost of necessary medical services.

These programs generate annual funds of \$1,200,000 (approximately) for Riverside County agencies and \$4,200,000 (approximately) for Riverside County school districts.

AGREEMENT

Between

COUNTY OF MARIN

And

COUNTY OF RIVERSIDE

WHEN DOCUMENT IS FULLY EXECUTED RETURN TO
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

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

WITNESSETH:

WHEREAS, LGA desires to extend health services to local residents, through the provision of Medi-Cal Administrative Activities (MAA) and/or Targeted Case Management (TCM), by contracting with HOST ENTITY; and

WHEREAS, LGA is prepared to provide health services to its local residents under the terms and conditions set forth in this AGREEMENT and Exhibit A which is part of this AGREEMENT; and

WHEREAS, HOST ENTITY was selected by LGA Consortium to collect and disburse LGA participation fees; and

WHEREAS, the Marin 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, IT IS MUTUALLY AGREED AS FOLLOWS:

- I. HOST ENTITY, Responsibilities: HOST ENTITY shall perform duties listed in attached Exhibit A.
- II. LGA Responsibilities: LGA shall perform duties listed in attached Exhibit A.
- III. HOST ENTITY is the "host entity" only for the purposes of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) trust fund, as described in the terms of this Agreement. In return for this host entity responsibility, HOST ENTITY will receive a total annual compensation in accordance with the Consortium's Bylaws, to be paid from the MAA/TCM trust fund.
- IV. With the exception of Marin County claims, HOST ENTITY will not be responsible for producing claims, altering data or providing other materials related to LGA, as required by the State, to process LGA MAA or TCM claims. Additionally, HOST ENTITY will not be financially responsible for paying any participation fee or other costs for any LGA which has failed to pay the total amount of its fee in a timely manner.
- V. With the exception of audit exceptions arising from Marin County claims, HOST ENTITY will not be financially responsible for any audit exceptions. HOST ENTITY will comply with all applicable laws and regulations governing the use of MAA AND TCM trust funds and public funds, generally, in the collection and disbursement of funds for the MAA and TCM trust fund pursuant to the terms of this Agreement.

- VI. Insurance and Indemnification: Each of the parties of this Agreement is an entity which is self-insured and/or carries liability insurance. Each party will provide liability coverage for its negligent or intentionally wrongful acts and/or omissions in the performance of its duties under this Agreement. The parties hereto shall indemnify, defend and hold one another, their officers, agents and employees harmless from and against any and all claims, losses, liabilities, damages, demands and actions (all collectively referred to as "liability" herein) arising out of each parties' respective performance of this Agreement, but only in proportion to and 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.
- VII. Termination: Either LGA or HOST ENTITY may terminate this AGREEMENT upon thirty (30) days written notice.
- VIII. Effective Date of AGREEMENT: This AGREEMENT will be effective upon Execution by HOST ENTITY and LGA for the period beginning July 1, 2013 through June 30, 2015.
- IX. Extent of Contractual Documents: This AGREEMENT shall consist of this basic document and Exhibit A – "Agreement Concerning Medi-Cal Administrative Activities/Targeted Case Management," attached hereto and incorporated into this AGREEMENT.

"HOST ENTITY"
Duly Authorized

"LGA"
Duly Authorized

COUNTY OF MARIN

COUNTY OF RIVERSIDE

By _____
Larry Meredith, PhD, Director
Health and Human Services
County of Marin

By John J. Benoit
John J. Benoit, Chairman
Board of Supervisors

Date _____

Date DEC 10 2013

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 12/10/13
NEAL R. KIPNIS

ATTEST:
Kecia Harper-Ihem
Kecia Harper-Ihem, Clerk of the Board

DEC 10 2013
Date

EXHIBIT A

AGREEMENT CONCERNING MEDI-CAL ADMINSTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT

HOST ENTITY will:

1. Prepare and transmit Host Entity/LGA AGREEMENT and invoice to the LGA in the amount identified in the sliding participation fee scale approved by the LGA Consortium, due and payable no later than, March 31, 2014 for the fiscal year 2013/2014 and March 31, 2015 for fiscal year 2014/2015.
2. Maintain Medi-Cal Administrative Activities (MAA) Targeted Case Management (TCM) Trust Fund solely to hold funds received from LGA participation fees.
3. Enter into a separate agreement with the State Department of Health Services to coordinate administration of the MAA/TCM programs for the LGA.
4. Pay the California State Department of Health Services (DHS) for FY 2013/2014 and FY 2014/2015 MAA/TCM administrative costs as agreed to by the LGA, within sixty (60) days of Executive Committee Approval of the State's invoices for reimbursement of documented costs incurred by DHS.
5. Pay the LGA MAA/TCM consultant of FY 2013/2014 and 2014/2015 costs as agreed to by LGA, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA MAA/TCM Consultant.

LGA will:

1. Pay HOST ENTITY Fee by March 31, 2014 for FY 2013/2014, upon receipt of invoice for MAA/TCM participation fee.
2. Pay HOST ENTITY Fee by March 31, 2015 for FY 2014/2015, upon receipt of invoice for MAA/TCM participation fee.
3. Be financially responsible for all MAA/TCM claims of LGA, including any audit exceptions.
4. Be responsible for producing claims, altering data or providing other materials necessary to process LGA MAA or TCM claim.