

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Larry Meredith Ph.D.
Director

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ORIGINAL

**AGREEMENT #186-M1011
between the
COUNTY OF MARIN
and
EL DORADO COUNTY**

THIS AGREEMENT is made and entered into by and between the COUNTY OF EL DORADO, 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.

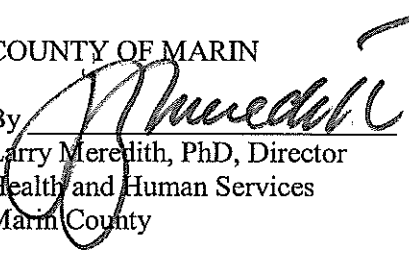
- V. With the exception of audit exceptions arising from Marin County claims, HOST ENTITY will not be financially responsible for any audit exceptions. HOST ENTITY will comply with all applicable laws and regulations governing the use of MAA AND TCM trust funds and public funds, generally, in the collection 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, 2009 through June 30, 2011.
- 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

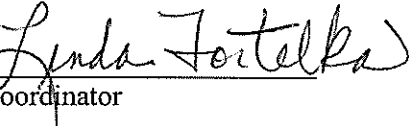
COUNTY OF EL DORADO

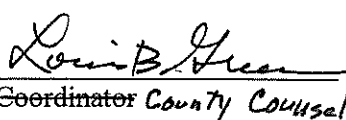
By 
Larry Meredith, PhD, Director
Health and Human Services
Marin County

By _____
Name _____
Title _____
Address _____

APPROVED AS TO FORM

APPROVED AS TO FORM – LGA

By 
Coordinator

By 
Coordinator County Counsel

ATTEST:
Suzanne Allen De Sanchez
Clerk of the Board of Supervisors

By: _____ Deputy Clerk Date: _____

EXHIBIT A

AGREEMENT CONCERNING MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT

HOST ENTITY will:

1. Prepare and transmit Host Entity/LGA AGREEMENT and transmit invoice to LGA in the amount identified in the sliding participation fee scale approved by the LGA Consortium, due and payable no later than May 31, 2010 for the fiscal year 2009/10 and March 31, 2011 for the fiscal year 2010/11.
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 California Department of Health Services (CDHS) to coordinate administration of the MAA/TCM programs for the LGA.
4. Pay the California Department of Health Services (CDHS) for FY 2009-10 and FY 2010-11 MAA/TCM administrative costs as agreed to by the LGA, within sixty (60) days of Executive Committee approval of the State's invoice for reimbursement of documented costs incurred by DHS.
5. Pay the California State Association of Counties (CSAC) for FY 2009-10 and FY 2010-11 costs as agreed to by the LGA, within forty-five (45) days of Executive Committee approval of invoices for reimbursement of documented costs incurred by CSAC.
6. Pay the LGA MAA/TCM consultant for FY 2009-10 and FY 2010-11 costs as agreed to by LGA, within twenty-one (21) days of Executive Committee approval of invoices submitted by the LGA MAA/TMC Consultant.

LGA will:

1. Pay HOST ENTITY Fee by May 31, 2010 for FY 2009-10, upon receipt of invoice for MAA/TCM participation fee.
2. Pay HOST ENTITY Fee by March 31, 2011 for FY 2010-11, 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.