

**FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND ELDORADO COUNTY**

This First Amendment to Agreement #MAA1416 ELDORADO (“Amendment”) is made on this 1st day of July, 2016, between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY”, and ELDORADO COUNTY, a political subdivision of the State of California, hereinafter referred to as “CONTRACTOR” who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
 - a. COUNTY and CONTRACTOR have entered into a written Agreement dated July 1, 2014, (the “Agreement”), in which COUNTY is the “HOST ENTITY” for CONTRACTOR for the purposes of collecting and disbursing funds for the Medi-Cal Administrative Activities (MAA) and Targeted Case Management (TCM) trust fund, and CONTRACTOR agrees to pay COUNTY an annual fee for participation in County based Medi-Cal Administrative Activities (CMAA), Targeted Case Management (TCM), and School-Based Medi-Cal Administrative Activities (SMAA).
 - b. County and Contractor have agreed to extend the agreement through June 30, 2017.
2. **Amendments:** The parties agree to amend the Agreement as follows:
 - a. Paragraph X, **EFFECTIVE DATE**, is amended to read as follows:

X. **Effective Date of AGREEMENT:** This AGREEMENT will be effective upon Execution by HOST ENTITY and LGA for the period beginning July 1, 2014 through June 30, 2017

- b. Exhibit A, **SCOPE OF WORK, Sections 1, 4 and 5** are amended to read as follows:

HOST ENTITY will:

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 31, 2014 for the fiscal year 2014/2015, October 31, 2015 for fiscal year 2015/2016, and October 31, 2016 for fiscal year 2016/2017.
4. Pay the California State Department of Health Care Services (DHCS) for FY 2014/2015, FY 2015/2016 and FY 2016/2017 MAA/TCM administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the LGA Consortium, within sixty (60) days of Executive Committee Approval of the State’s invoices for reimbursement of documented costs incurred by DHCS.

5. Pay the MAA/TCM LGA consultants of FY 2014/2015 , 2015/2016 and FY 2016-2017 costs pursuant to the contracts between LGA consultants and HOST ENTITY and as agreed to by LGA Consortium, within twenty-one (21) days of Executive Committee approval of invoices submitted by the MAA/TCM LGA Consultant.

- c. Exhibit A, **SCOPE OF WORK**, is amended to add Paragraph 6 on Page 6 of 12 to read as follows:

LGA will:

6. Pay MAA/TCM Participation Fee to HOST ENTITY by October 31, 2016 for FY 2016/2017 or immediately upon receipt of invoice, whichever is later.

- d. Exhibit B, **PAYMENT AND FEE STRUCTURE, Paragraph 2, Ongoing Participation Fee**, is amended to add paragraph c., to read as follows :

Fiscal Year 2016-2017

- c. Each LGA will be assessed a percentage rate of its County based Medi-Cal Administrative Activities (CMAA), School Based Medi-Cal Administrative Activities (SMAA), Targeted Case Management (TCM) and Mental Health Medi-Cal Administrative Activities (MHMAA) payments received by each LGA from the California Department of Health Care Services (DHCS) during July 1 – June 30 of the prior fiscal year.
- d. Fees will be determined based on percentage of revenue received by each program in which the LGA participates. The rate for 2016-2017 participation fees will be calculated by September 30, 2016, and will be based on 1) the approved Local Government Agency Consortium 2016-2017 Budget, 2) each LGA's actual CMAA, SMAA, TCM, and MHMAA payments from DHCS as confirmed by DHCS and the LGA and 3) direct costs related to implementing Random Moment Time Survey methodology, for LGA's participating in SMAA. **Amount not to exceed Sixty Thousand Dollars (\$60,000.00).**
3. **Effectiveness of Agreement**: Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2014, shall remain unchanged and in full force and effect.

{SIGNATURES TO FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

SUBCONTRACTOR:


AMADOR COUNTY:

Brian K. VeerKamp, Chair, Board of Supervisors


Date

Clerk of the Board of Supervisors

COUNTY OF PLUMAS:



Mimi Khin Hall, Director of Public Health Agency



Date