



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

C-11

For the meeting of: June 13, 2017

Date: May 17, 2017

To: Board of Supervisors

From: Connie Beck, Director *MS for Connie Beck*

Subject: Approval of Agreement concerning Targeted Case Management (TCM) and Medi-Cal Administrative Activities (MAA) between the County of Humboldt and Plumas County for the period beginning July 1, 2016 through June 30, 2017.

RECOMMENDATION(S):

That the Board of Supervisors:

- 1) Approve and authorize the agreement with Plumas County concerning Medi-Cal Administrative Activities (MAA), Targeted Case Management (TCM), and Medi-Cal Administrative Activities Coordination for Targeted Case Management (MAA/TCM) between the County of Humboldt and Plumas County for the period beginning July 1, 2016 through June 30, 2017
- 2) Direct the Clerk of the Board to return three signed copies of the agreement to Public Health for submittal to Plumas County for signature.

SOURCE OF FUNDING:

Public Health Fund.

Prepared by Tami Wandel, AA

CAO Approval *E. H. Hayes*

REVIEW:

Auditor *W. B. M.*

County Counsel *JN*

Human Resources

Other

TYPE OF ITEM:

☒ Consent
☐ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Wilson* Seconded by Supervisor *Sundberg*

Ayes *Sundberg, Fennell, Bass, Bohn, Wilson*

Nays

Abstain

Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *June 13, 2017*

By: *Kathy Hayes*
Kathy Hayes, Clerk of the Board

DISCUSSION:

The Medi-Cal Administrative Activities (MAA)/Targeted Case Management (TCM) Coordination and Claims Administration program provides administrative, programmatic and fiscal oversight and support to MAA and TCM program participants on a countywide basis. The Department of Health and Human Services (DHHS) serves as the Local Governmental Agency (LGA) for MAA and TCM claiming on behalf of Humboldt County.

The LGA draws down Federal Financial Participation revenues for DHHS to decrease local costs for eligible services and to assist in maintaining service levels. Services include case management, referrals and program planning for Medi-Cal services and outreach.

During the Fiscal Year (FY) 1997-98 budgeting process your Board directed Public Health to participate in MAA, TCM and MAA/TCM. Since 1997-98, the county General Fund has received \$50,000 annually in revenues through these programs. The MAA & TCM programs also provides an average of \$340,000 to Public Health each fiscal year. Revenues are federal and state funds for services already provided.

This agreement is between the County of Humboldt and Plumas County, the Host County for FY 2014/15 through FY 2016/17. The responsibilities of the Host County include collecting and disbursing funds for the MAA and TCM trust funds, paying Department of Health Care Services (DHCS) for the MAA/TCM administrative costs, paying the MAA/TCM LGA consultant costs, managing and overseeing all procurement activities on behalf of the Consortium, and other duties and responsibilities as defined in the LGA Consortium Bylaws.

The DHHS-Public Health Branch is the LGA for TCM and MAA claiming on behalf of Humboldt County. Currently Public Health Nursing participates in TCM. Currently Public Health Nursing, Public Health Clinic Services, Public Health Healthy Communities, and the Public Guardian's office participate in MAA. Approval of this agreement will allow all participating programs to continue receiving funds.

This agreement comes late to the Board due to late receipt from Host County.

FINANCIAL IMPACT:

The agreement before your Board today will allow DHHS-Public Health to reimburse Plumas County up to Twenty Three Thousand Seven Hundred Fifty Nine Dollars (\$23,759) from July 1, 2016- June 30, 2017 from Fund 1175, Budget Unit 403 – MAA/TCM Claims Administration. The total amount for this agreement was included in the approved budget for FY 2016-17. There is no anticipated negative impact to the county General Fund.

This agreement supports your Board's Strategic Framework by protecting vulnerable populations and creating opportunities for improved safety and health.

OTHER AGENCY INVOLVEMENT:

Plumas County Public Health Agency

ALTERNATIVES TO STAFF RECOMMENDATIONS:

The Board could decide not to approve the agreement with Plumas County. However, DHHS-Public Health does not recommend this alternative as it would decrease services to a vulnerable population.

ATTACHMENTS:

Attachment 1: Agreement between the County of Plumas and the County of Humboldt

Attachment 2: Exhibit A: Scope of Work

Attachment 3: Exhibit B: Payment and Fee Structure

AGREEMENT
Between the
COUNTY OF PLUMAS
and
COUNTY OF HUMBOLDT

THIS AGREEMENT is made and entered into by and between COUNTY OF HUMBOLDT, 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:

WHEREAS, LGA desires to extend 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

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 concerning CMAA or TCM 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 Plumas 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 and LGA shall perform duties listed in attached Exhibit A, attached hereto and incorporated herein.
- II. HOST ENTITY is the "Administrative Hub" for the purpose of performing the requirements of the CMAA/TCM LGA program as applicable to the LGA, as described in the terms of this Agreement. In return for this administrative hub responsibility, HOST ENTITY will receive a total annual compensation as described in Exhibit B (attached hereto and incorporated herein), and in accordance with the Consortium's Bylaws, to be paid from the MAA/TCM trust fund.
- 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 as described in Exhibit B, and in accordance with the Consortium's Bylaws, to be paid from the MAA/TCM trust fund.
- IV. With the exception of Plumas County claims, HOST ENTITY will not be responsible for producing claims, amending data or providing other materials related to LGA, as required by the State, to process LGA CMAA 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 Plumas 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: LGA may give written notice of its intent to terminate this Agreement, and accordingly its membership in the LGA Consortium, at any time. Following the effective date of termination, the LGA will not participate in any further LGA Consortium activities. The effective date of termination shall be concurrent with the LGA's final MAA and/or TCM payments. Participation fees will continue to be calculated and payable to the Host Entity for all reimbursements received by LGA after LGA's written notice of intent to terminate. LGAs receiving MAA and/or TCM payments which fail to pay the calculated participation fees will be in breach of this Agreement.
- VIII. This Agreement will be effective from July 1, 2016 through June 30, 2017.
- IX. This Agreement shall consist of this basic document, Definitions, Exhibit A, "Medi-Cal Administrative Activities/Targeted Case Management" and Exhibit B, "Payment and Fee Schedule".

(SIGNATURES TO FOLLOW ON NEXT PAGE)

SUBCONTRACTOR:

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

"LGA"

Duly Authorized

COUNTY OF HUMBOLDT:

By: Virginia Bass
Virginia Bass
Chair, Humboldt County Board of Supervisors

Date: 6/13/17

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: Ryan
Risk Analyst

Date: 5/22/17

"HOST ENTITY"

Duly Authorized

COUNTY OF PLUMAS:

By _____
Mimi Khin Hall, Director of Public Health Agency

Date

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). Payment amounts will be determined based on percentage of revenue received by each program in which the LGA participates. The rate will be incremental over the two-year period of the current contract and it will be reviewed and reassessed annually, thereafter. Participations fees are due until final MAA and/or TCM payments.
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

MEDI-CAL ADMINISTRATIVE ACTIVITIES/TARGETED CASE MANAGEMENT

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, 2016 for the fiscal year 2016/2017.
2. Maintain Medi-Cal Administrative Activities (MAA) Targeted Case Management (TCM) Trust Fund solely for the purpose of maintaining and accounting for funds received from LGA participation fees.
3. Enter into a separate agreement with the State Department of Health Care Services to coordinate administration of the MAA/TCM programs on behalf of the LGAs.
4. Pay the California State Department of Health Care Services (DHCS) for 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 consultant of FY 2016/2017 costs pursuant to the contract between LGA consultant 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.
6. Manage and oversee all procurement activities on behalf of the Consortium, including consulting services, etc.
7. Provide quarterly revenue and expenditure reports to Executive Committee for review.
8. Develop and Submit to Executive Committee an annual budget, including information about all fees assessed and received. Annual budget will be provided to the LGA Consortium for review.
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 LGA Consortium Bylaws.

LGA will:

1. 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. Not to Exceed Twenty Three Thousand Seven Hundred Fifty Nine Dollars (\$23,759).
2. Assume fiscal responsibility for all MAA/TCM claims of LGA, including any audit exceptions.
3. Assume responsibility for producing claims, amending data or providing other materials necessary to process LGA MAA or TCM claim.
4. Carry out other duties and responsibilities as defined and delineated in the LGA Consortium by-laws.

EXHIBIT B: Payment and Fee Structure

1. **Initial Membership Fee:** The LGA will 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 as determined by the LGA Consortium Executive Committee.

2. **Ongoing Participation Fee :**

Fees will be determined based on percentage of revenue received by each program in which the LGA participates. The rate will be as follows for 2016-2017. Any changes to rates and/or fees shall be made by written amendment only.

Fiscal Year 2016-2017

1. **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 2015/2016 fiscal year.
2. 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.
3. The payments will be calculated by the HOST ENTITY and further reviewed by the LGA Executive Committee and LGA consultant based on figures provided by DHCS accounts payable.
4. There will be no offsets to the participation fee. Participation fees will not change because of any adverse reimbursement impacts suffered by an LGA due to any audit exemptions.
5. LGAs are responsible for payment of fees for every year in which MAA/TCM revenue is claimed and/or received (refer to Termination Clause).