

MHMAA_FY22-25 LGA

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Approved 4/26/2022

Board of Supervisors

DOC-2022-376

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**MENTAL HEALTH-BASED
MEDI-CAL ADMINISTRATIVE
ACTIVITIES (MHMAA) AGREEMENT
Between the
COUNTY OF SANTA CRUZ
and
COUNTY OF ORANGE**

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

WITNESSETH:

WHEREAS, LGA desires to promote access to health services to residents, through the provision of Mental Health Medi-Cal Administrative Activities (MHMAA) by contracting with HOST ENTITY; and

WHEREAS, LGA is prepared to promote access to health services to residents under the terms and conditions set forth in this AGREEMENT and Exhibit A, Scope of Work - Agreement Concerning Mental Health Medi-Cal Administrative Activities, attached hereto and incorporated herein by reference; and

WHEREAS, HOST ENTITY was selected by MHMAA LGA Consortium (“Consortium”) to collect and disburse LGA participation fees; and

WHEREAS, the Santa Cruz 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, 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 MHMAA listed in attached Exhibits A and B for MHMAA program.
- 1.2. HOST ENTITY is the “Host Entity” solely for the purpose of collecting and disbursing funds for the Consortium trust fund (“Trust Fund”), as described in terms of this AGREEMENT
- 1.3. HOST ENTITY shall comply with all applicable laws and regulations governing the 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.

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1.4. HOST ENTITY will receive a total annual compensation in the amount of Ten Thousand, Four Hundred dollars (\$10,400) for the performance of its HOST ENTITY services under Sections 1.1 thru 1.3 of this contract, paid from the Trust Fund.

2. LGA Responsibilities:

2.1. LGA shall perform the LGA duties listed in the attached Exhibits A and B for the MHMAA program.

3. Disclaimers:

3.1. LGA is solely and exclusively responsible for the processing of its MHMAA 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 its costs related to its participation in the MHMAA program.

3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the MHMAA program.

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 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.

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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 be effective upon execution and for the period July 1, 2022 through June 30, 2025 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 Mental Health Medi-Cal Administrative Activities

Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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23R0239“HOST ENTITY”
Duly Authorized“LGA”
Duly Authorized

COUNTY OF SANTA CRUZ

COUNTY OF ORANGE

DocuSigned by:
 By Jessica Randolph
 A2B41FF65D5549A...
 Monica Morales, Director,
 Health Services Agency
 1800 Green Hills Road, Suite 240
 Scotts Valley, California 95066

By _____
 Clayton Chau, MD, PHD, MASL., Director
 Health Care Agency
 405 W. 5th Street 7th Floor
 Santa Ana, CA 92701

Approved as to Form:

John Nguyen 4/8/2022
 13427C3A75E8491...
 Office of the County Counsel Date

Approved as to Insurances:

Enrique Salazar 4/10/2022
 F88BB4FD1F11445...
 Risk Management Date

DocuSigned by:
Massoud Shamel 6/7/2022
 79055CA571A94F8...

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DEFINITIONS

1. Local Government Agency (LGA) – A local public health office or county agency in a county or chartered city that oversees the Mental Health Medi-Cal Administrative Activities (MHMAA) program.
2. MHMAA LGA Consortium (“Consortium”) – A collaboration of LGA MHMAA coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the MHMAA program.
3. Participation Fee (“Participation Fee”) – Payment to the Consortium for the consortium’s MHMAA administrative costs and the program costs of the California Department of Health Care Services (DHCS).
4. Consortium Trust Fund (“Trust Fund”) – Fund established and maintained by the HOST ENTITY, for the benefit of the respective LGA members of the Consortium, to hold and account for Participation Fees paid by the members to cover the administrative costs of the Consortium and the costs of DHCS.
5. 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.
6. Host Entity (HOST ENTITY) - The LGA designated by all LGAs participating in the MHMAA program, to be the administrative and fiscal intermediary between the California Department of Health Care Services (DHCS) and all participating local governmental agencies.
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 MHMAA payments. All Participation Fees are due and payable during this time.

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**EXHIBIT A: Scope of Work –
Agreement Concerning Mental Health Medi-Cal Administrative Activities**

HOST ENTITY shall:

1. Prepare and transmit Host Entity/Local Government Agency (LGA) AGREEMENT and Participation Fee (“Participation Fee”) invoice to the LGA identified pursuant to Exhibit B.
2. Maintain an interest-bearing trust fund solely for the accounting for Mental Health Administrative Activities (MHMAA) LGA Consortium (“Consortium”) participation fees.
3. Pay the DHCS MHMAA administrative costs pursuant to the agreement between DHCS and HOST ENTITY and as agreed to by the Consortium, each fiscal year, within sixty (60) days of receipt of invoice with documented costs from DHCS.
4. 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 receipt of invoices submitted by the LGA consultant(s). The approved invoices for consultant(s) costs pursuant to the contract(s) are paid through the Host Entity trust fund.
5. Manage and oversee all contracts on behalf of the Consortium.
6. Provide to the Consortium, for review, quarterly revenue and expenditure reports.
7. Provide to the Consortium, for approval, an annual budget.
8. Pay all expenses incurred as HOST ENTITY.

LGA shall:

1. Pay Participation Fee to HOST ENTITY within thirty (30) days from receipt of invoice.
2. Have sole and exclusive responsibility for the processing of all MHMAA claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.

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EXHIBIT B: Payment and Fee Structure

1. Initial or Reinstate Membership Fee: The LGA shall pay a one-time \$500 fee to initially join or reinstate membership into the Mental Health Administrative Activities (MHMA) Local Governmental Agency (LGA) Consortium (“Consortium”). This initial membership fee will only cover 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 Host Entity.
2. Annual Participation Fee:
 - a. The LGA shall be assessed an annual participation fee calculated as the LGA’s proportionate share of the LGA Consortium’s approved current fiscal year budget.
 - b. The LGA’s proportionate share percentage shall be calculated as the actual MHMAA revenue received from DHCS by the LGA during the prior fiscal year divided by the total MHMAA revenue received from DHCS by all LGAs for that same period.
 - c. The LGA’s proportionate share of the LGA Consortium’s approved current fiscal year budget shall be calculated by multiplying the proportionate share percentage by the LGA Consortium’s total budgeted expenditures for the MHMAA program for the current fiscal year.

**Certificate Of Completion**

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Subject: Contract 23R0239 (12441) 4/26/22 BOS

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Mary Chavez

AutoNav: Enabled

Stamps: 1

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Mary.Chavez@santacruzcounty.us

IP Address: 107.3.171.147

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Status: Original

Holder: Mary Chavez

Location: DocuSign

4/8/2022 3:00:37 PM

Mary.Chavez@santacruzcounty.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: County of Santa Cruz

Location: DocuSign

Signer Events

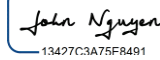
John Nguyen

John.Nguyen@santacruzcounty.us

Security Level: Email, Account Authentication (None)

Signature

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John.Nguyen@santacruzcounty.us

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Enrique Sahagun

Enrique.Sahagun@santacruzcounty.us

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication (None)

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Signed by link sent to

Enrique.Sahagun@santacruzcounty.us

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CBD eSignature

CBD.eSignature@santacruzcounty.us

County of Santa Cruz

Security Level: Email, Account Authentication (None)

Signed

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Freeform Signing

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Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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