

LASSEN COUNTY Health and Social Services Department

☐ HSS Administration

1345 Paul Bunyan Road, Ste B Susanville, CA 96130 (530) 251 - 8128

☐ Public Guardian/Administrator

1345 Paul Bunyan Road, Ste B Susanville, CA 96130 (530) 251 - 8337

☐ Housing & Grants

1445 Paul Bunyan Road, Ste B Susanville, CA 96130 (530) 251 - 8309

□ Behavioral Health

555 Hospital Lane Susanville, CA 96130 (530) 251 - 8108

□ Public Health

1445 Paul Bunyan Road, Ste B Susanville, CA 96130 (530) 251 - 8183

□ Community Social Services

1400 Chestnut Street, Ste A Susanville, CA 96130

LassenWORKS

1616 Chestnut Street Susanville, CA 96130 (530) 251 - 8152

Child & Family Services

1600 Chestnut Street Susanville, CA 96130 (530) 251 - 8277

Adult Services

(530) 251 - 8340

1400 Chestnut Street, Ste B Susanville, CA 96130 (530) 251 - 8158

Family Solutions/Wraparound 1400 Chestnut Street, Ste C Susanville, California 96130

Mailing Address: PO Box 1180 Susanville, California 96130 **Date:** July 08, 2025

To: Tom Neely, Chairman

Lassen County Board of Supervisors

From: Brandon Rohrig, Director

Lassen County Public Health

Subject: Agreement between Lassen County and County of Santa

Cruz to access health services to residents, through the provision of County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management

(TCM).

Background:

Lassen County Public Health Division has been participating in the County-Based Medi-Cal Administrative Activities (CMAA) program through the California Department of Health Care Services (DHCS) for several years. The CMAA program provides federal reimbursement for activities that assist Medi-Cal eligible individuals in gaining access to Medi-Cal covered services. A requirement for participation in the CMAA program is to pay a share of the Local Governmental Agency (LGA) costs incurred by the LGA consortium. The consortium is made up of LGA Coordinators from 50 counties and chartered cities and is in place to represent County interests with regard to CMAA matters. The consortium has selected the County of Santa Cruz to serve as its "Host Entity" for FY 2025-26. Its responsibilities are to lead the LGA Consortium, develop an annual budget, maintain the trust fund, and enter into an agreement with DHCS to coordinate the administration of the programs on behalf of the counties.

Lassen LGA coordinates with community-based organization (CBO) claim units who perform CMAA activities and submit claims to DHCS on their behalf. These funds are discretionary, allowing the CBO's to increase and expand critical services to the community members they serve. Without this contract, claim units would not be eligible to continue participating in the CMAA program, which provides an additional source of revenue to expand services to Lassen residents.

Fiscal Impact:

The Agreement will be paid from the Public Health Fund/Budget 110/0731.

Action Requested:

1) Approve the Agreement with the County of Santa Cruz and 2) Authorize the County Administrative Officer or designee to execute the Agreement.

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COUNTY-BASED MEDI-CAL ADMINISTRATIVE ACTIVITIES (CMAA) TARGETED CASE MANAGEMENT (TCM) AGREEMENT Between the COUNTY OF SANTA CRUZ and COUNTY OF LASSEN

38.a Approved 5/6/2025 Board of Supervisors DOC-2025-361

THIS AGREEMENT is made and entered into by and between COUNTY OF LASSEN, 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 County-Based Medi-Cal Administrative Activities (CMAA) and/or Targeted Case Management (TCM) and desires certain administrative services to be provided by HOST ENTITY; and

WHEREAS, LGA has executed separate agreements with the California Department of Health Care Services (DHCS) to promote access to health services to residents for County-Based Medi-Cal Administrative Activities and Targeted Case Management and agrees to pay a participation fee under the terms of those agreements; and

WHEREAS, HOST ENTITY was selected by CMAA/TCM 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 CMAA and/or TCM listed in attached Exhibits A and B for CMAA and/or TCM program(s).
- 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 the Consortium bylaws and 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.
- 1.4. HOST ENTITY will receive an annual compensation in the amount approved per the consortium annual budget. for the performance of its HOST ENTITY services under Sections 1.1 through 1.3 of this AGREEMENT 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 CMAA and/or TCM program(s).

3. Disclaimers:

- 3.1. LGA is solely and exclusively responsible for the processing of its CMAA/TCM 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 CMAA and/or TCM program(s).
- 3.3. LGA is solely and exclusively responsible for all audit exceptions arising from its participation in the CMAA and/or TCM program(s).

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 for the period of the contract.
- 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.
- 5.4. LGA will continue to pay fees until all TCM Cost reports have been audited by DHCS.

6. Term:

This AGREEMENT shall be effective upon execution and for the period July 1, 2025, through June 30, 2028, 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 integral parts of this agreement and are deemed incorporated by reference herein.

Exhibits:

Exhibit A - Scope of Work -Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management Exhibit B - Payment and Fee Structure

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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"HOST ENTITY"
Duly Authorized

COUNTY OF SANTA CRUZ

"LGA" Duly Authorized

COUNTY OF LASSEN

Jussica Kandolph 5/6/2025

Director of Health Services or Designee
Health Services Agency
1800 Green Hills Road, Suite 240
Scotts Valley, California 95066

Maurice Anderson or Designee County Administrative Officer 1345 Paul Bunyan Rd. Suite B P.O. Box 1180 Susanville, California 96130

Approved as to Form:

- DocuSigned by:

4/8/2025

Office of the County Counsel

Date

Approved as to Insurances:

—Signed by:

Gina Borasi

4/14/2025

Risk Management

Date

Approved as to Form:

Amanda Uhrhammer County Counsel

DEFINITIONS

- 1. Local Government Agency (LGA) A local public health office or county agency in a county or chartered city that oversees the County Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) programs.
- 2. CMAA/TCM LGA Consortium ("Consortium") A collaboration of LGA CMAA/TCM coordinators and/or designees who meet regularly and pursue the proper and efficient administration of the CMAA and TCM Programs.
- 3. Participation Fee ("Participation Fee") Payment to the Consortium for the consortium's CMAA/TCM administrative costs and the program costs of the California Department of Health Care Services (DHCS).
- 4. Executive Committee (EC) A team of elected LGA coordinator members of the Consortium who meet regularly and are responsible for the executive management of the 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 Consortium.
- 5. 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.
- Membership All California county and/or chartered city CMAA/TCM 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.
- 7. HOST ENTITY The LGA designated by all LGAs participating in the CMAA/TCM programs, to be the administrative and fiscal intermediary between DHCS and all participating LGAs.
- 8. 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 CMAA and/or TCM payments or fees due. All fees are due and payable during this time.

EXHIBIT A: Scope of Work - Agreement Concerning County-Based Medi-Cal Administrative Activities/ Targeted Case Management

HOST ENTITY shall:

- 1. Prepare and transmit Host Entity/Local Government (LGA) AGREEMENT and Participation Fee ("Participation Fee") invoice to the LGA pursuant to Exhibit 8.
- 2. Maintain an interest-bearing trust fund solely for the accounting for County Based Administrative Activities (CMAA)/Targeted Case Management (TCM) LGA Consortium ("Consortium") participation fees as required by the Consortium bylaws.
- Enter into a separate agreement with the California Department of Health Care Services (DHCS) to coordinate administration of the CMAA/TCM programs on behalf of the LGAs.
- 4. Pay the DHCS CMAA/TCM 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.
- 5. 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 Executive Committee approval 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.
- 6. Manage and oversee all contracts on behalf of the Consortium.
- 7. Provide to Executive Committee of the Consortium, for review, quarterly revenue and expenditure reports.
- 8. Provide to Executive Committee of the Consortium, for approval, an annual budget per Consortium by-laws.
- 9. Pay all expenses incurred as HOST ENTITY, including costs related to coordinating the Annual LGA Conference hosted by the Consortium.
- 10. Carry out other duties and responsibilities as defined and delineated in the Consortium by-laws.

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 CMAA\TCM claims for reimbursement of the LGA as well as any audit exceptions arising from those claims for reimbursement.

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3. Carry out the duties and responsibilities of membership as defined and delineated in the Consortium by-laws.

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 County Based Medi-Cal Administrative Activities (CMAA)/Targeted Case Management (TCM) 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 MAA and TCM revenue received from DHCS by the LGA during the prior fiscal year divided by the total MAA and TCM 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 MAA and TCM programs for the current fiscal year.
- d. For those LGA's not receiving any revenue from the MAA or TCM programs but still have outstanding TCM Cost Reports that require an audit, the fee charged will be based on the average of the last three (3) years revenues. This amount will be added to the revenue spreadsheet received from DHCS each year, which breaks out the annual revenue for each LGA.
- e. For those LGA's that have yet to receive any revenue, but have already paid the \$500 initial fee, the \$500 fee will continue until revenue is received and able to be used as a basis for the calculations in subsections a-c above.

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