

**MEDI-CAL ADMINISTRATIVE ACTIVITIES
AGREEMENT**

Between the

NEVADA COUNTY HEALTH AND HUMAN SERVICES AGENCY (HHSA)

And

First 5 Nevada County

ARTICLE I - PURPOSE OF AGREEMENT

- A. This Agreement is entered into by the County and First 5 Nevada County, (“Contractor”) to outline requirements to allow claiming of Title XIX federal financial participation (FFP) for administrative costs necessary for the proper and efficient administration of the Medi-Cal Program as set forth in State of California Welfare and Institutions (W&I) Code Section 14132.47.
- B. The purpose of this Agreement is to assist the State of California, hereinafter referred to as State, and the County in the proper and efficient administration of the Medi-Cal Program. Assistance in providing Medi-Cal administration by the Contractor has been determined to be an effective method of assuring the availability and accessibility of Medi-Cal services to Medi-Cal eligible individuals served by the Contractor.
- C. The County recognizes the unique relationship that the Contractor has with Medi-Cal eligible and potentially eligible individuals. It further recognizes the expertise of the Contractor in identifying, assessing and providing for the health care needs of Medi-Cal eligible individuals it serves. The County, in order to take advantage of this expertise and relationship, enters into this Agreement herewith.

ARTICLE II - MUTUAL OBJECTIVES

Both parties to the Agreement agree:

- A. To ensure that potentially eligible Medi-Cal individuals and families served by the Contractor are informed of the Medi-Cal Program, how to access benefits and services, and are assisted with access to services, where appropriate.
- B. To ensure that assistance is provided to Medi-Cal eligible individuals and their families where appropriate, facilitating their receipt of services and activities in the Medi-Cal Program.
- C. That this Agreement is governed by 42 USC, Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; State issued policy directives; and by federal Office of Management and Budget (OMB) circular A-87, as periodically amended.

ARTICLE III - CONTRACTOR RESPONSIBILITIES

- A. Independent Contractor: In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of the County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.
- B. Perform Medi-Cal Administrative Activities (MAA) on behalf of federal Medicaid, the State and County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal services to Medi-Cal eligible and potentially eligible individuals, and their families (where appropriate) served by the Contractor.
- C. Document the activities of staff performing MAA in accordance with established federal and State guidelines. The following Medi-Cal Administrative Activities (MAA) are *eligible* for Federal Financial Participation (FFP) only when they are identified in a MAA Claiming Plan approved by the State.

Code 4 – Medi-Cal Outreach - Not Discounted

Description: Outreach may consist of discrete campaigns or may be an ongoing activity, such as: sending teams of employees into the community to contact homeless alcoholics or drug abusers; establishing a telephone or walk-in service for referring persons to Medi-Cal services or eligibility offices; operating a drop-in community center for underserved populations, such as minority teenagers, where Medi-Cal eligibility and service information is disseminated.

The only allowable Medi-Cal Outreach for purposes of Medi-Cal administrative claiming is to groups or individuals targeted to two goals:

- Bringing potential eligible people into the Medi-Cal system for the purpose of determining Medi-Cal eligibility; and
- Bringing Medi-Cal eligible people into Medi-Cal services.

Code 6 – Referral, Coordination, and Monitoring of Medi-Cal Services - Discounted

Description: Referral, Coordination, and Monitoring of Medi-Cal Services includes making referrals for, coordinating, and/or monitoring the delivery of Medi-Cal covered services and coordinating transportation to Medi-Cal covered services.

Code 8 – Facilitating Medi-Cal Application - Not Discounted

Description: Facilitating Medi-Cal Application includes the following tasks separately or in combination:

- Explaining the Medi-Cal eligibility rules and/or process to prospective applicants.
- Assisting an applicant to fill out a Medi-Cal eligibility application
- Gathering information related to the application and eligibility determination or redetermination from a client; including resource information and third-party liability (TPL) information as a prelude to submitting a formal Medi-Cal application to the county social services department.
- Providing necessary forms and packaging all forms in preparation for the Medi-Cal eligibility determination.

NOTE: This activity does not include the eligibility determination itself.

Code 12 – Contract Administration (A) for Medi-Cal Services Specific for Medi-Cal Populations – Not Discounted

Description: Contract Administration (A) for Medi-Cal Services Specific for Medi-Cal Populations involves entering into contracts with CBOs or other provider agencies for the provision of Medi-Cal services and/or CMAA, other than TCM. The costs of TCM subcontractor administration should be included in the TCM rate.

Contracting for Medi-Cal services and/or MAA is only claimable as CMAA under this activity when the administration of those contracts meets all of the following criteria:

- The contract administration is performed by an identifiable unit of one or more employees, whose tasks officially involve CMAA contract administration, according to their job position descriptions and/or duty statements.
- The contract administration involves subcontractors that provide Medi-Cal services and/or MAA.
- The contract administration is directed to one or more of the following goals:
 - Identifying, recruiting, and contracting with community agencies as MAA contract providers for Medi-Cal services.
 - Providing technical assistance to Medi-Cal subcontractors regarding county, State, and federal regulations.
 - Monitoring provider agency capacity and availability.
 - Ensuring compliance with the terms of the contract.

Code 13 – Contract Administration (B) for Medi-Cal Services Specific for Medi-Cal and Non Medi-Cal Populations - Discounted

Description: Contract Administration (B) for Medi-Cal Services Specific for Medi-Cal and Non Medi-Cal Populations involves entering into contracts with CBOs or other provider agencies for the provision of Medi-Cal services and/or CMAA.

Code 15 – Program Planning and Policy Development (A) (Non-Enhanced) for Medi-Cal Services for Medi-Cal Clients - Not Discounted

Description: Program Planning and Policy Development (A) (Non-Enhanced) for Medi-Cal Services for Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to

a specific Medi-Cal program or a specific Medi-Cal eligible group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers Program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from local managed care contracts.

Code 17 – Program Planning and Policy Development (B) (Non-Enhanced) for Medi-Cal Services for Medi-Cal and Non Medi-Cal Clients - Discounted

Description: Program Planning and Policy Development (B) (Non-Enhanced) for Medi-Cal Services for Medi-Cal and Non Medi-Cal Clients includes time spent developing strategies to increase Medi-Cal system capacity and close Medi-Cal service gaps; including analyzing Medi-Cal data related to a specific program or specific group, interagency coordination to improve delivery of Medi-Cal services, or developing resource directories of Medi-Cal services/providers. Program planning and policy development activities are claimable as Medi-Cal administration only for those services which are excluded from managed care contracts.

Code 19 – MAA/TCM Coordination and Claims Administration – Not Discounted

Description: MAA Coordination staff may claim the costs of the following activities. Each of the following activities performed under this activity must be detailed in the claiming plan:

- Drafting, revising, and submitting MAA claiming plans and performance monitoring plans.
- Serving as liaison to the Subcontractor’s agency and with the County, State, and Federal Governments on MAA to monitor the performance of agency.
- Preparing and compiling data needed for MAA claiming for Subcontractor.
- Attending training sessions, meetings, and conferences involving MAA.
- Training staff on State, federal, and local requirements for MAA claiming.
- Ensuring that MAA claims do not duplicate Medi-Cal claims for the same activities from other providers.

Code 20 – MAA/TCM Implementation Training - Not Discounted

Description: MAA Implementation Training includes time spent providing or attending training related to the performance of MAA. Reasonable time spent on related paperwork, clerical activities, staff travel time necessary to perform these activities including initiating and responding to email and voicemail.

Code 21 – General Administration - Allocated

Description: General Administration relates to the activities of being an employee, but not tasks performed for a specific program. These activities include, but are not limited to, attending or conducting general, non-medical staff meetings, developing and monitoring program budgets and/or site management, and general non-program supervision of staff. This also includes staff break time and any time spent filling out a Time Survey Form.

Code 22 – Paid Time Off - Allocated

Description: Paid Time Off includes vacation, sick leave, paid holiday time, paid jury duty, and any other paid employee time off. This does not include breaks, unpaid or off-payroll time (dock), or the taking of compensatory time off (CTO).

Codes 1, 2, 3, 5, 7, 9, 11, and 14 - are not eligible for federal reimbursement and are placeholders on the time survey for work time not reimbursed through the MAA program.

- D. Comply with enabling legislation, regulations, administrative claiming process directives, policies, and program letters of the Medi-Cal Policy Division and the Administrative Division of the State Department of Health Services, which define program specific allowable Medi-Cal administrative activities.
- E. Conduct perpetual time surveys using the County provided time survey or electronic time survey system. The time survey will identify all time spent on each of the above allowable MAA, non-claimable activities, and general administration and paid time off, which are proportionately allocated to all activities. The activities of staff providing Medi-Cal administration must be documented in accordance with the provisions of 42 CFR Sections 432.50, 433.32, and 433.34, and 45 CFR Parts 74 and 95, and OMB Circular A-87.
- F. Verify that time study hours match paid work or leave/vacation hours reflected in payroll records/time sheets using electronic time study system's payroll verification process within 30 days of the end of each month. Contractor will maintain documentation of payroll records used for verification for a period of three years after the end of the quarter in which County received reimbursement from the State for the incurred expenditures by the Contractor and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later.
- G. Provide an update of any staff changes to County such as staff leaving, starting, or position title changes that need to be reflected in electronic time study system and/or require changes to the Claiming Unit Functions Grid 15 days before the start of the next quarter (ex. Update due to County on September 15th for Quarter 2 that starts on October 1st).
- H. Provide copies of signed Duty Statements to County within one month of position title changes or new staff starting. Duty Statement template will be provided to Contractor by County.
- I. Provide data and examples as requested by County to complete Activity Statements for Contractor's claiming unit.
- J. Provide or arrange for LGA Coordinator to provide time survey training to new staff prior to them starting to time survey.
- K. Provide or arrange for LGA Coordinator to provide an annual time survey refresher training to existing staff prior to June 30th of each fiscal year.
- L. Provide copies of signed Time Survey Training Logs to County within one month of time survey training for new staff or annual refresher training for existing staff.
- M. Provide County with any information required to complete audit files for state or federal auditors and respond to inquiries from these entities concerning MAA claims. This includes

providing examples (such as flyers, meeting minutes or agendas, contract copies, and resource guides) annually of MAA activities to County for Contractor's audit binder.

- N. Ensure all applicable County, State and Federal requirements governing Medi-Cal Administrative Activities Claiming are met in performing MAA under this agreement. It is understood and agreed that failure of the Contractor to ensure all applicable State and Federal requirements are met in performing MAA under this agreement shall be sufficient cause for the County or State to deny or recoup payments to the Contractor and/or to terminate this agreement without notice.
- O. Retain all necessary records for a minimum period of three years after the end of the quarter in which County received reimbursement from the Department of Health Care Services for the incurred expenditures by the Contractor and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later. The records shall fully disclose the type and extent of administrative activities performed by the appropriate staff. The Contractor shall furnish such documentation and any other information regarding the performance of and payment for MAA, upon request, to the state or federal government.
- P. Agrees that the County, the State DHCS, the Department of General Services, the Bureau of State Audits, or their designated representative, and employees of the California Department of Justice, and the United States Centers for Medicare and Medicaid Services, shall have the right to review, access, examine, monitor, audit, and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow interviews of any employees, or staff of any subcontractor, who might reasonably have information related to such records by either state and/or federal authorities.
- Q. Designate an employee to act as the liaison with the County for issues concerning this Agreement.
- R. Not discriminate against any client or family in the provision of services because of race, color, religion, national origin, ancestry, disability, physical or mental disability, medical condition (cancer related), marital status, sex, sexual orientation, age (over 18), veteran status, gender or pregnancy.

ARTICLE IV - COUNTY RESPONSIBILITIES

- A. Make available to Contractor training and technical support on proper MAA to be claimed, identifying revenues and costs related to these activities, and billing procedures.
- B. Provide the Contractor with a standardized format for the MAA Duty Statements, Activity Sheets, State CPE Certification process, invoice data submission, electronic time survey software access, and any subsequent updates as provided by the State.
- C. Submit Claiming Plans and amendments to the Claiming Plan on behalf of Contractor to the State for review and approval. County will notify Contractor of any changes that cannot be incorporated with a written explanation.

- D. Review and verify documentation and certifications provided by Contractor to ensure funds being used to support MAA activities meet CFR 433.51 Certified Public Expenditure criteria and are in a format prescribed by the State.
- E. Review Contractor financial data for claims for payment. Upon receiving adequate documentation of allowable actual costs of performing MAA necessary for the proper and efficient administration of the Medi-Cal Program, County will input financial data into standardized CMAA Invoice template and submit to state for review and approval.
- F. Maintain a copy of claims and backup documentation provided to County by the Contractor as audit files for a period of three years after the end of the quarter in which County received reimbursement from the State for the incurred expenditures by the Contractor; or, if an audit is in process, three years after the completion of the audit.
- G. County along with the Contractor will make audit files available to the State or Federal auditors and will respond to questions along with the Contractor.
- H. Designate a liaison with the Contractor for issues regarding this Agreement. All such issues shall be directed to:

MAA Coordinator
Nevada County Public Health
500 Crown Point Circle, Ste 110
Grass Valley, CA 95945

ARTICLE V - JOINT RESPONSIBILITIES

- A. The County and Contractor hereby agree to comply with all applicable laws governing the confidentiality of client information for Medi-Cal clients served by the Contractor, or subcontractor, under this Agreement. Applicable laws include, but are not limited to: State MAA-TCM Provider Manual, State MAA-TCM Program Policy Letters, 42 USC Section 139a(a) 7, 42 CFR Section 431.300, W&I Code, Section I4I00.2, and 22 CCR Section 5I009.
- B. Both parties accept and agree to comply with the applicable standards set forth in the State of California, Department of Health Services, Additional Provisions (for Federally Funded Subvention Aid/Local Assistance Cost Reimbursement Agreements/Grants), which is incorporated by reference and made part of this Agreement as though fully set forth herein.

ARTICLE VI - TERM OF AGREEMENT

- A. The term of this Agreement is January 1, 2021 through June 30, 2023.
- B. This Agreement may be amended at any time by mutual written agreement of the two parties to this Agreement. The Contractor must address a written request for amendment to the County per Article IV, Item H.

C. Termination:

A Material Breach , as defined pursuant to the terms of this Agreement or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this agreement, or both, without notice.

If Contractor fails to timely provide in any manner the services materials and products required under this Agreement, or otherwise fails to promptly comply with the terms of this Agreement, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Agreement by giving **five (5) calendar days written notice to Contractor.**

Either party hereto may terminate this Agreement at any time, for any reason, or without cause, by giving thirty (30) days written notice to the other party.

ARTICLE VII - FISCAL PROVISIONS

- A. The maximum amount reimbursable, not to exceed \$150,000, will be based upon actual eligible costs as determined through the perpetual time survey and allowable actual costs as determined by the State approved MAA Invoice Instructions and OMB Circular A-87.
- B. Upon the Contractor's compliance with all provisions pursuant to this Agreement, and upon the submission of documentation to ensure Certified Public Expenditure as outlined in 42 CFR 433.51 is allowable, County agrees to prepare and submit a claim to the State for reimbursement for such activities to the appropriate entities on Contractor's behalf.
- C. Contractor shall submit to County adequate and sufficient financial records, completed and signed time surveys, and any other documents to support the claim by the due date listed in Article VII, Item J. Documents will include:
- Breakdown of salaries and benefits for each employee/quarter
 - Client Medi-Cal Rate/quarter
 - Detailed list of all revenues received during the fiscal year (due at end of fiscal year)
 - Detailed list of operating costs/quarter
 - Organization Charts/quarter that include all staff position titles and staff names
 - List of any changes that occurred during the quarter such as staff leaving or new staff being hired
- D. The reimbursable costs may include the cost of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the staff activities outlined in this agreement.
- E. The rate of federal reimbursement is 50 percent FFP for all costs of subcontractors (non-governmental entities) performing allowable administrative activities.
- F. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.

- G. County shall not be liable for any delays or denials of claims due to the reasons other than the sole negligence or willful misconduct of the County.
- H. The Medi-Cal reimbursements received by County for claims made on behalf of Contractor, minus the administrative fee described below, shall be the sole compensation due to Contractor for services performed under this Agreement. No other compensation shall be due or payable by the County to Contractor under this Agreement.
- I. County shall deduct an administrative fee in the amount of fifteen (15) percent from the Contractor’s federal Medi-Cal reimbursement. The Administrative Fee covers County's costs for providing trainings and materials, technical assistance and review and processing of the Claiming Plan and Invoices, and payment of State participation fee.
- J. Transfer of funds is contingent upon the availability of Federal Financial Participation - FFP. Reimbursement shall be made subsequent to the quarter for which a claim for Medi-Cal administrative activities is made and after the County receives claim reimbursement from the State. County will disburse claim reimbursement (less the administrative fee per Article VII, Item I) to the Contractor approximately 30 days after receipt of funds from the State.
- K. Due Dates for submission of Financial Records and Estimated Payment Dates:

Invoice Fiscal Year	Invoice Quarter	Invoice Period	Invoice Documentation Due Date (see Item B)	Estimated Date for Payment of Invoice
2020-2021	3	01/01/2021 - 03/31/2021	06/30/2021	06/30/2022
2020-2021	4	04/01/2021 - 06/30/2021	09/30/2021	09/30/2022
2021-2022	1	07/01/2021 - 09/30/2021	12/31/2021	12/31/2022
2021-2022	2	10/01/2021 - 12/31/2021	03/31/2022	03/31/2023
2021-2022	3	01/01/2022 - 03/31/2022	06/30/2022	06/30/2023
2021-2022	4	04/01/2022 - 06/30/2022	09/30/2022	9/30/2023
2022-2023	1	07/01/2022 - 09/30/2022	12/31/2022	12/31/2023
2022-2023	2	10/01/2022 - 12/31/2022	03/31/2023	03/31/2024
2022-2023	3	01/01/2023 - 03/31/2023	06/30/2023	06/30/2024
2022-2023	4	04/01/2023 - 06/30/2023	09/30/2023	09/30/2024

- L. Contractor will provide County with adequate documentation to ensure allowable Certified Public Expenditures, from a State-recognized public source that funds MAA activities, as outlined in 42 CFR 433.51. Documentation may include, but is not limited to:
- Identification of public entity providing revenue source
 - Verification that identified funding meets State and federal criteria
 - Documentation of revenue purpose and the nexus to MAA activities
 - Certification from public source in a format deemed appropriate by County and State

In order for the County to submit Contractor invoices to the State, the Public entity subcontracting with the Contractor to support Title XIX MAA activities must certify, in a manner prescribed by the State, that the public expenditure is from the entity's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to W&I Code Section 14132.47. The County or State shall deny payment of any claim submitted under this agreement if it determines that the certification is not adequately supported for purposes of Federal Financial Participation (FFP). Expenditures certified for MAA costs shall not duplicate, in whole or in part, claims made for the costs of direct patient care.

F. Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS or the County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to further provide services under the MAA program.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS and the County shall have the option to either cancel this Agreement with no liability occurring to DHCS or the County, or offer an agreement amendment to Contractor to reflect the reduced amount.

G. Non-Federal Matching Funds for MAA

The Contractor will expend one hundred percent (100%) of the non-federal share of the cost of performing MAA. By signing this agreement, the Contractor certifies that the funds expended for this purpose shall be from the Contractor's general fund or from any other funds allowable under federal law and regulation.

K. Fiscal Documentation

1. Contractor shall maintain for review and audit and supply to County and State upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability. Contractor shall retain all necessary records for a minimum period of three years after the end of the quarter in which County received reimbursement from the Department of Health Care Services for the incurred expenditures by the Contractor and, if an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances, whichever is later.
2. If the allowability or appropriateness of an expense cannot be determined by County or State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the County or State. Upon receipt of adequate documentation supporting a disallowed or questionable

expense, reimbursement may resume for the amount substantiated and deemed allowable.

ARTICLE VIII – LIMITATION OF COUNTY LIABILITY AND INDEMNIFICATION

- A. Notwithstanding any other provision of this agreement, the County and State shall be held harmless from any federal audit disallowance and interest resulting from payments made to the Contractor pursuant to W&I Code Section 14132.47, and this agreement, less the amounts already remitted to the State.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for the Contractor has received reimbursement for MAA, the County shall recoup the disallowance and interest from the Contractor which submitted the disallowed claim, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year, less any amount already remitted to the State for the disallowed claim. All subsequent claims submitted to the County and DHCS applicable to any previously disallowed MAA or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.
- C. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Contractor has received reimbursement for MAA performed by a non-governmental entity under agreement with, and on behalf of, the Contractor, the County and DHCS shall be held harmless by that particular Contractor for 100 percent of the amount of any such final federal audit disallowance and interest less the amounts already remitted to the State for the disallowed claim.
- D. Both parties to this Agreement recognize that the Contractor is liable only for an audit exception which relates to administrative activities under this Agreement, and has no liability for any other Contractor which may enter into a similar Agreement with the County for the performance of Medi-Cal administrative activities.
- E. To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Agreement. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in

any way either Party's liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party's performance pursuant to this Agreement. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this agreement.

ARTICLE IX - GENERAL PROVISIONS

- A. This Agreement constitutes the entire Agreement between the parties. Any condition, provision, or agreement of understanding not stated in this Agreement shall not affect any right, duties or privileges in connection with this Agreement.
- B. The State and County shall have the right to access, examine monitor and audit all records, documents, conditions and activities of the Contractor and their subcontractors related to the programs funded by this Agreement.
- C. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- D. Should any disagreement arise between the County and Contractor on any provisions of this Agreement, the parties agree that the same shall be submitted in writing to each other and be the subject of discussion between the County liaison and Contractor liaison herewith designated, and in a good faith effort, to achieve resolution. If mutual agreement cannot be reached within 30 days after receipt of the written issue of dispute, the Contractor may request a meeting with the Health and Human Services Agency Director, or designee, to present its concerns. If the Director or designee cannot meet, the County shall respond in writing to the Contractor, with the County's position. Thereafter, the decision of the Director shall be final. The date of "receipt" shall be the date the written disagreement is postmarked.
- E. None of the provisions of this Agreement are or shall be construed as for the benefit of or enforceable by any person not a party to this Agreement.
- F. No covenant, condition, duty, obligation, or undertaking continued or made a part of this Agreement shall be waived except by amendment to the Agreement by the parties hereto, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed or discharged by the party to which the same may apply; and until performance or satisfaction of all covenants, conditions, duties, obligations, or undertakings is complete, the other party shall have the right to invoke any remedy available under this Agreement, or under law, notwithstanding such forbearance or indulgence.
- G. The Contractor is responsible for the acts or omissions of its employees and/or subcontractors.

Submission of falsified financial documentation submitted for a claim for reimbursement on behalf of Contractor shall constitute a breach of Agreement.

The conviction of an employee or subcontractor of the Contractor, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal applicant or beneficiary, or abuse of the Medi-Cal Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the MAA claiming process. Failure of Contractor to exclude a convicted individual from participation in the MAA claiming process shall constitute a breach of Agreement.

Exclusion after conviction shall result regardless of any subsequent order under Section 1203.4 of the Penal Code allowing a person to withdraw his or her plea of guilty and to enter a plea of not guilty, or setting aside the verdict of guilty, or dismissing the accusation, information, or indictment. Suspension or exclusion of an employee or subcontractor, or of an employee of a subcontractor, from participation in the Medi-Cal Program, the Medicaid Program, or the Medicare Program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation in the MAA claiming process. Failure of a Contractor to exclude a suspended or excluded individual from participation in the MAA claiming process shall constitute a breach of Agreement.

Revocation, suspension, or restriction of the license, certificate, or registration of any employee, subcontractor, or employee of a subcontractor, shall result in exclusion from the MAA claiming process, when such license, certificate, or registration is required for the performance of MAA claiming activities. Failure of Contractor to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from participation in the MAA claiming process, may constitute a breach of Agreement.

ARTICLE X – EXECUTION

The undersigned hereby warrants that s/he has the requisite authority to enter into this Agreement on behalf of the Contractor to the terms and conditions of the same.

CONTRACTOR

HHSA

Authorized Representative's Signature

Authorized Representative's Signature

Date

Date

Printed Name

Printed Name

Title

Title

Agency

Agency

Approved as to Form:

County Counsel

Date