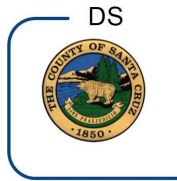


MHMAA\_FY26-28 COUNTY OF FRESNO

PAGE 1 OF 7

26R0239



DS

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

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

THIS AGREEMENT is made and entered into by and between COUNTY OF FRESNO, 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.

1.4. HOST ENTITY will receive a total annual compensation in the amount approved per the consortium annual budget 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.

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, 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 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]

MHMAA\_FY26-28 COUNTY OF FRESNO

PAGE 4 OF 7  
26R0239

"HOST ENTITY"  
Duly Authorized

"LGA"  
Duly Authorized

COUNTY OF SANTA CRUZ

«COUNTY OF FRESNO»

DocuSigned by:  
By Jessica Randolph 5/6/2025  
A2B41FF85D5549A  
Director of Health Services or Designee  
Health Services Agency  
1800 Green Hills Road, Suite 240  
Scotts Valley, California 95066

By Garry Bredefeld  
Garry Bredefeld,  
Chairman of the Board of Supervisors  
of the County of Fresno

**Attest:**  
Bernice E. Seidel  
Clerk of the Board of Supervisors  
County of Fresno, State of California

By Hannah  
Deputy

For accounting use only:

Org: 56302005  
Account No.: 7295/0  
Fund No.: 0001  
Subclass No: 10000

Approved as to Form:

DocuSigned by:  
Joh Ng 4/7/2025  
F016FD189D1B4BF  
Office of the County Counsel Date

Approved as to Insurances:

Signed by:  
Gina Borasi 4/14/2025  
E1EADCC5DA53B4DB  
Risk Management Date

## 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.

**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.

**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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Status: Completed

Subject: Contract 26R0239 (25-1576) 5/06/2025 BOS

Source Envelope:

Document Pages: 7

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

HSA Admin Processing

AutoNav: Enabled

Stamps: 1

701 Ocean Street

Envelopeld Stamping: Enabled

Santa Cruz, CA 95060

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

hsa.adminprocessing@santacruzcountyca.gov

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Pool: County of Santa Cruz

Location: Docusign

## Signer Events

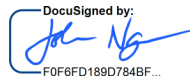
John Nguyen

John.Nguyen@santacruzcountyca.gov

Lead Assistant County County Counsel

Security Level: Email, Account Authentication (None)

## Signature

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Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

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Jessica Randolph

Jessica.Randolph@santacruzcountyca.gov

Director of Admin Services

County of Santa Cruz

Security Level: Email, Account Authentication (None)

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Payment Events	Status	Timestamps
<b>Electronic Record and Signature Disclosure</b>		

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact County of Santa Cruz:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [nada.algharib@santacruzcounty.us](mailto:nada.algharib@santacruzcounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify County of Santa Cruz as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by County of Santa Cruz during the course of your relationship with County of Santa Cruz.