

FISCAL AGENT AGREEMENT

Effective Date of Agreement: August __ 2019

Parties:

The Minnesota Association of County Health Plans (“Fiscal Agent”), a Minnesota nonprofit corporation, and _____ County, a Minnesota governmental entity.

Recitals:

A. Fiscal Agent is a nonprofit business league or trade association within the meaning of Section 501(c)(6) of the Internal Revenue Code of 1986, as amended, the purposes of which include the promotion and support of County-Based Purchasing (CBP) and CBP organizations serving rural Minnesota counties.

B. _____ County has chosen to conduct CBP through PrimeWest Health, a Joint Powers Organization serving 24 Minnesota counties (collectively the “PrimeWest Counties”), including _____ County.

C. The PrimeWest Counties have resolved to jointly retain the law firm Lockridge Grindal Nauen (“LGN”) to seek mediation and/or pursue other appropriate legal remedies regarding a decision of the Minnesota Department of Human Services not to invite PrimeWest Health to contract to provide services as the single plan for all persons within the PrimeWest Counties who are eligible to participate in the Prepaid Medical Assistance (MA) and MinnesotaCare programs and/or the Minnesota Senior Health Options (MSHO)/Minnesota Senior Care Plus (MSC+) programs.

D. _____ County desires to retain Fiscal Agent to hold and distribute funds for the LGN fees and expenses incurred in connection with the mediation.

F. Fiscal Agent has determined that the mediation is consistent with the purposes of Fiscal Agent, and agrees to serve as _____ County’s fiscal agent for the mediation expenses subject to the terms and conditions of this Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is acknowledged by the parties, the parties agree as follows:

1. Fiscal Agent Services.

1.1 Authority. _____ County hereby appoints Fiscal Agent to act as its fiscal agent relating to legal fees and expenses incurred in connection with the mediation. Fiscal Agent hereby accepts such appointment and agrees to accept the funds it receives from _____ County (the “Funds”) for the purposes of paying LGN’s legal fees and expenses incurred in connection with the

mediation. Fiscal Agent shall have the power and authority to receive, accept, deposit and disburse monies on behalf of _____ County to reimburse LGN legal fees and expenses.

1.2 Responsibilities of Fiscal Agent. As the fiscal agent of _____ County, Fiscal Agent shall perform the following duties:

1.2.1 Fiscal Agent shall deposit the Funds in an account of the Fiscal Agent.

1.2.2 Fiscal Agent shall disburse the Funds to pay LGN invoices, which shall be submitted directly to Fiscal Agent, in accordance with the August 2, 2019 retainer agreement letter (“Retainer Agreement”) between Fiscal Agent and LGN.

1.2.4 Fiscal Agent shall maintain financial records related to the mediation in accordance with generally accepted accounting principles and shall report all income and expenses of the mediation on Fiscal Agent’s financial statements.

1.3 Control and Distribution of Funds. Pursuant to this Agreement, when the Funds are transferred to Fiscal Agent, Fiscal Agent is the owner of the Funds. Fiscal Agent shall receive and disburse the Funds for legal fees and expenses incurred in connection with the mediation upon the receipt and approval of LGN invoices, submitted in accordance with the Retainer Agreement. For the avoidance of doubt, the PrimeWest Counties remain responsible for all legal fees and expenses incurred by LGN in connection with the mediation.

1.4 Reporting of Disbursements. Upon the conclusion of the mediation, Fiscal Agent shall report to _____ County as to the total amount of funds dispersed to LGN, and shall provide _____ County with copies of LGN invoices upon request. Any unused amount of the Funds shall be returned to _____ County on a pro-rata basis.

2. Responsibilities of _____ County.

2.1 Upon execution of this Agreement by both parties, _____ County shall pay the amount of \$4,166.67 to Fiscal Agent, representing _____ County’s share of the anticipated LGN legal fees and expenses relating to the mediation.

2.2 _____ County shall designate in writing from time to time an individual to be the sole authorized contact for Fiscal Agent in Fiscal Agent’s performance of services under this Agreement. The initial authorized contact is listed in Exhibit A.

2.3 _____ County agrees to only request distribution of the Funds to for purposes of paying for legal fees and expenses incurred in connection with the mediation and in compliance with this Agreement.

2.4 Upon _____ County's written agreement, _____ County shall pay to Fiscal Agent such further sums necessary to cover LGN legal fees and expenses that exceed the anticipated amount, and/or for such additional LGN services approved by the PrimeWest Counties.

3. Miscellaneous.

3.1 Relationship of Parties. In making and performing this Agreement, the parties hereto act and shall act at all times as independent contractors, and nothing contained in this Agreement shall be construed or implied to create an employment relationship, partnership or joint venture among the parties. This Agreement shall not result in Fiscal Agent serving as an agent for _____ County for any purpose other than as specifically set forth in this Agreement.

3.2 Term. This Agreement will remain in force until two years after the Effective Date of this Agreement unless it is terminated sooner by either party. If both Fiscal Agent and _____ County desire to renew the Agreement, it may be renewed for additional terms in writing.

3.3 Termination of Agreement. Either party may terminate this Agreement by giving the other party ninety (90) days' written notice of such termination. This Agreement will automatically terminate upon final conclusion of the mediation and any related proceedings, unless otherwise agreed to by the parties. Upon termination of this Agreement for any reason, if Fiscal Agent continues to hold any amount of the Funds, the parties will meet to determine the appropriate return of any unused Funds, if any, to _____ County.

3.4 Limitation of Liability. In receiving, accepting, depositing, investing and disbursing Funds on behalf of _____ County, Fiscal Agent assumes no responsibility beyond the exercise of duties set forth in this Agreement.

3.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

The parties have executed this Agreement as of the Effective Date.

_____ **County**

By: _____

Its: _____

Address of _____ County for Notice Purposes:

INSERT

Minnesota Association of County Health Plans

By: _____

Steve Gottwalt

Its: Executive Director

Address of Minnesota Association of County Health Plans for Notice Purposes:

Minnesota Association of County Health Plans
Attn: Steve Gottwalt, Executive Director
1753 Cottonwood Circle
St. Cloud, MN 56303

Exhibit A

County's Authorized Contact Person

Phone number: _____

Email: _____