SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET

Creation Date: 12/2/03
Source Code: HSAXX
Agenda Date: 12/9/03
INVENUM: 53750
Resolution(s): 353-2003
Ordinance(s):
Contract(s): 33107
Continue Date(s):

Index: --Letter of the Health Services Agency Director of November 10, 2003

Item: 35. ADOPTED RESOLUTION NO. 353-2003 accepting and appropriating unanticipated federal Medicaid revenue into the Health Services Agency budget; approved master agreement with community agencies for Targeted Case Management Medicaid program; and authorized the Health Services Agency Director to sign, as recommended by the Health Services Agency Director

County of Santa Cruz

HEALTH SERVICES AGENCY

P.O. BOX 962,1080 EMELINE AVENUE, SANTA CRUZ, CA 95061

(831) 454-4066 FAX: (831) 454-4770 TDD: (831) 454-2123

HEALTH SERVICES AGENCY
ADMINISTRATION

APPROVED AND FILED
BOARD OF SUPERVISORS
DATE: 12/9/03
COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD
BY [signature] DEPUTY

November 10, 2003

AGENDA: December 9,2003

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

RE: Medical Administrative Activities Budget and Approval of Master Agreement for Targeted Case Management

Dear Members of the Board:

The Health Services Agency (HSA) administers Medical Administrative Activities (MAA) claiming by County, other local government and other local non-governmental entities within Santa Cruz County. Current receipt and disbursement of MAA funds are made directly from a trust fund, as approved by your Board on December 14, 1993. Since that time the MAA program has expanded exponentially, providing greatly needed federal financial resources to expand Medical outreach and enrollment efforts in Santa Cruz County. In order to provide timely information about this program to interested parties, HSA recommends the creation of a budgetary account to track revenues and expenditures, along with the adoption of the attached resolution accepting and appropriating MAA revenues into the HSA budget.

In a related matter, HSA requests approval of a master agreement allowing community agencies, to access federal Medicaid reimbursement through the Targeted Case Management (TCM) program. This master agreement could be used by any community agency with a state-approved TCM program. HSA is pleased to report that this master agreement is retroactive to the date upon which the State approved a contractor's TCM plan, allowing claiming and federal reimbursement for expenditures back to as early as July 1, 2002.

The TCM program began in FY 1995-96, representing one of two components replacing the previous Medical Administrative Claiming (MAC) SB 910 program. The other component is the MAA program. The TCM program provides partial reimbursement to counties, local agencies and schools (local education agencies) for performing comprehensive case management services to targeted high-risk Medical enrolled clients. This federal program is administered by the State. As you may recall, your Board authorized an agreement with the California State Department of Health which establishes HSA as the State's designated entity to administer TCM locally.

HSA recommends approval of a master agreement for TCM services similar to the format of the MAA master agreements that were approved by your Board on August 13,

2002. This format will allow greater flexibility in the TCM program, which involves only the disbursement of federal funds, paid to reimburse approved expenditures. The recommended format excludes a specific contract amount, but only allows contractors to be paid with federal funds for substantiated claims, in accordance with rigid State and federal guidelines.

The recommended master agreement establishes roles and responsibilities of parties, program parameters, contract terms and conditions. The contract provisions include a 10% retainer for administrative expenses associated with program oversight. This provision is the same as for other MAA programs previously approved by your Board.

No additional county general funds are needed if the above-recommended actions are approved.

It is, therefore, RECOMMENDED that your Board:

1) Adopt the attached resolution accepting and appropriating $1,500,000 of unanticipated federal Medicaid revenue into the Health Services Agency budget, and

2) Approve the attached master agreement with community agencies to allow participation in the Targeted Case Management Medicaid program effective July 1, 2002 and authorize the Health Services Agency Director to sign.

Sincerely,

Rama Khalsa Ph.D.
Health Services Agency Director

RECOMMENDED:

Susan A Mauriello
County Administrative Officer

RK/GK/JDe

Attachment

Cc: County Administrative Office
Auditor-Controller
County Counsel
HSA Administration

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. 353-2003

On the motion of Supervisor Wormhoudt
duly seconded by Supervisor Campos
the following resolution is adopted.

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from **Federal Medical Administrative Activities** program; and

WHEREAS, the County *is* a recipient of funds in the amount of $ **1,500,000** which are either in excess of those anticipated or are not specifically set in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Section 29130(c)/29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of $ **1,500,000** into Department **HSA Administration**

TIC	index Number	Revenue Subobject Number	Short-Doyle Medi-Cai Account Name	Amount
001	**360**140	0534	St Aid - Medical	1,500,000

and that such funds be and are hereby appropriated as follows:

T/C	index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	360140	5191		Other Charges	1,500,000

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By _____ Department Head Date NOV 17 2003

COUNTY ADMINISTRATIVE OFFICER /✓/ Recommended to Board

/ / Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this 9th day Of December 19XX 2003 by the following vote (requires three-fifths vote for approval):

AYES: SUPERVISORS Beautz, Wormhoudt, Campos, Stone and Pirie

NOES: SUPERVISORS None

ABSENT: SUPERVISORS None

ELLEN PIRIE
CHAIR OF THE BOARD

ATTEST:

GAIL T. BORKOWSKI
Clerk of the Board

APPROVED AS TO FORM:

County Counsel

APPROVED AS TO ACCOUNTING DETAIL:

10/25/03
Auditor-Controller

Distribution:
Auditor-Controller
County Council
County Administrative Officer
Originating Department

STATE OF CALIFORNIA)
COUNTY OF SANTA CRUZ) ss
I, SUSAN A. MAURIELLO, County Administrative Officer and ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California do hereby certify that the foregoing is a true and correct copy of the resolution passed and adopted by and entered in the minutes of the said board. In witness whereof I have hereunto set my hand and affixed the seal of the said Board on 12/9 20 03.
SUSAN A. MURIELLO, County Administrative Officer
By Sharon Mitchell Deputy

0277

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

To: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: Health Services Agency (Department)

BY: [signature] (Signature) 11/12/3 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement ☑ Revenue Agreement ☐

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

1. Said agreement is between the Health ServicesAgency - Administration (Department/Agency)
   and various TCM Community Based Organizations (Name/Address)
2. The agreement will provide federal reimbursement for Targeted Case Management
3. Period of the agreement is from Date of execution to continuous
4. ENCUMBER Anticipated Cost is $ N/A ☐ Fixed ☐ Monthly Rate ☐ Annual Rate ☐ Not to Exceed

   Remarks:
5. Detail: ☐ On Continuing Agreements List for FY - . Page CC- Contract No: OR ☒ 1st Time Agreement ✓
   - ☐ Section II No Board letter required, will be listed under Item 8
   - ☐ Section III Board tetter required
   - ☐ Section IV Revenue Agreement
6. Appropriations/Revenues are available and are budgeted in 360140 (Index) 5191 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are N/A ✓ have been available and encumbered. are not will be

Contract No: 33107

By: [signature] Auditor-Controller Deputy Date: 11/25/03

Federal Medical Grant

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize Health Services Agency Dir. (Dept/Agency Head) to execute on behalf of the Health Services Agency (Department/Agency)

Date: 11/27/03

By: [signature] County Administrative Office

Distribution:
- Board of Supervisors - White
- Auditor Controller - Canary
- Auditor-Controller - Pink
- Department - Gold

State of California
County of Santa Cruz
Susan A. Mauriello ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on 12/9 2003

ADM - 29 (8/01)
Title I, Section 300 Proc Man

[signature] Sharon Mitchell
By: Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO _____ Document No. $ _____ JE Amount _____ Lines _____ H/TL _____ Keyed By _____ Date

TC110 _____ Auditor Description $ _____ Amount _____ Index _____ / _____ Sub object _____ User Code

35

MASTER AGREEMENT
TARGETED CASE MANAGEMENT

The COUNTY OF SANTA CRUZ through the
HEALTH SERVICES AGENCY – ADMINISTRATION
1080 Emeline Avenue, P.O. Box 962, Santa Cruz CA 95061-0962

hereinafter called COUNTY and:

NAME OF CONTRACTOR: _____
ADDRESS: _____
_____
PHONE _____

hereinafter called CONTRACTOR for: conducting Targeted Case Management (TCM) services.

WHEREAS CONTRACTOR possesses certain skills, experience, education and competency to perform the special services and, COUNTY desires to engage CONTRACTOR for such special services upon the terms provided; and

WHEREAS pursuant to the provisions of California Government Code, Section 31000 the BOARD OF SUPERVISORS of COUNTY is authorized *to* enter into an agreement for such services.

NOW, THEREFORE, the parties here to do mutually agree as set forth in:

TITLE	EXHIBIT
TCM Contract Provisions	A
Federal Contract Funds	B

Said exhibits attached hereto and incorporated into this Agreement by this reference.

IN WITNESS THEREOF COUNTY AND CONTRACTOR have executed this Contract Agreement to be effective:

Date of execution: _____
until terminated by either party in accordance with the terms of this Agreement.

CONTRACTOR

By: _____

Name:

Title:

COUNTY

By: _____

HEALTH SERVICES AGENCY

Approved as to Form:

County Counsel 11/12/03

Approved as *to* Insurances:

Risk Management Division Chief 11-18-03

Index # 3601

Subobject # 5191

Contract #

Amount N/A

Distribution:
County Administrative Officer
County Counsel
Auditor-Controller
Health Services Agency
Contractor

(Reserved for Clerk of the Board of Supervisors posting of minute order citation)

EXHIBIT A

TARGETED CASE MANAGEMENT CONTRACT PROVISIONS

ARTICLE I – PURPOSE OF AGREEMENT

The purpose of this Agreement is to set out responsibilities of CONTRACTOR and COUNTY relative to the provision of targeted case management (TCM) services to eligible Medical beneficiaries. The mutual objectives of the CONTRACTOR and COUNTY are to assist the State of California, through the Department of Health Services, hereinafter referred to as State, to serve eligible individuals in gaining access to needed medical, social, educational, and other services. [See 42 U.S.C., Section 1396n (g) (2)].

ARTICLE II – TCM CONTRACTOR RESPONSIBILTIES

By entering into this Agreement, the CONTRACTOR shall:

A. Comply with 42 U.S.C., Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions (W&I) 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 (Issue Statements and Policy and Procedure Letters); and with federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.

B. Ensure all applicable State and federal requirements, as identified in A, are met in rendering services under this Agreement. It is understood and agreed that failure by the CONTRACTOR to ensure all applicable State and federal requirements are met in rendering TCM services under this Agreement shall be sufficient cause for the COUNTY to deny or recoup payments to the CONTRACTOR and/or to terminate this Agreement.

C. Designate an employee to act as the liaison with the COUNTY for issues concerning this Agreement.

D. By October 1 of each year, submit an annual Cost Report for the prior fiscal year ending June 30, to:

MAA/TCM Coordinator
Health Services Agency
1080 Emeline Avenue, 2nd Floor
Santa Cruz, CA 95060

E. Accept as payment in full, reimbursements received for TCM services pursuant to this Agreement.

F. Not discriminate against any individual 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.

G. Comply with confidentiality requirements as specified in 42 U.S.C., Section 1396a (a) (7), 42 CFR, Section 431.300, W&I Code Section 14100.2, and CCR, Section 51009.

H. Submit TCM service claims in accordance with Title 22 CCR, Sections 51185,51271, 51272, 51351, 51351.1, 51365, 51535.7 and 51535.7.

I. Retain all necessary records for a minimum of five (5) years after the end of the quarter in which the expenditures were incurred for the TCM service. 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. Records must fully disclose the name and Medical number, or beneficiary identification code, of the person receiving the TCM service, the name of the case manager providing the service, the date and place of service delivery, and the nature and extent of the TCM service provided. The CONTRACTOR shall furnish said records, and any other information regarding expenditures for providing TCM services, upon request, to the COUNTY, State and/or federal government.

J. Be responsible for the acts or omissions of its employees and/or subcontractors.

Submission of a falsified claim by a CONTRACTOR shall constitute a breach of this Agreement. Submission of a claim for which there is no supporting documentation shall constitute a breach of this 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 Medical beneficiary, or abuse of the Medical program, shall result in the exclusion of that employee or subcontractor, or employee of a subcontractor, from participation'In the Medical TCM Program. Failure of the CONTRACTOR to exclude a convicted individual from participation in the Medical TCM Program, shall constitute a breach of this 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 a subcontractor, or of an employee of a subcontractor, from participation in the Medical 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 Medical TCM Program. Failure of the CONTRACTOR to exclude a suspended or excluded individual from participation in the Medical TCM Program shall constitute a breach of this 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 Medical TCM Program, when such license, certificate, or registration is required for the provision of Medical TCM services. .Failure of the CONTRACTOR to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted, from the provision of Medical TCM services, may constitute a breach of this Agreement.

ARTICLE III – COUNTY REPONSIBILITIES

By entering into this Agreement, the COUNTY shall:

A. Provide timely review of the TCM Cost Report and TCM invoices. The approved Cost Report and invoices shall be submitted to the State Department of Health Services within deadlines prescribed by the State.

B. Make available to the CONTRACTOR, training and technical support to enable the CONTRACTOR to identify costs related to these activities, proper claim documentation, and billing procedures.

C. Designate a liaison with the CONTRACTOR for issues regarding this Agreement, All such issues shall be directed to:

MAA/TCM Coordinator
Health Services Agency
1080 Emeline Avenue, 2nd Floor
Santa Cruz, CA 95060

ARTICLE IV – GENERAL PROVISIONS

A. This document constitutes the entire agreement between the parties. Any condition, provision, agreement or understanding not stated in this Agreement shall not affect any rights, duties or privileges in connection with this Agreement.

B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.

C. The COUNTY, State and federal government shall have the right to access, examine, monitor, and audit all records, documents, conditions and activities of the CONTRACTOR, and its subcontractors, related to the TCM services provided pursuant to this Agreement.

D. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of 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 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.

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.

ARTICLE V – TERM OF AGREEMENT

A. The term of this Agreement is from the date of execution on the cover page of this agreement until terminated in accordance with the terms of this agreement.

B. Either party may terminate this Agreement, without cause, by delivering written notice of termination to the other party at least (30) days prior to the effective date of termination.

ARTICLE VI – FISCAL PROVISIONS

Reimbursement under this Agreement shall be made in the following manner:

A. Upon the Provider's compliance with all provisions pursuant to this Agreement and Title 22 CCR, Division 3 (commencing with Section 50000), and upon the submission of appropriate claim documentation, based on

valid and substantiated information, the COUNTY agrees to process TCM Invoices for reimbursement.

B. TCM payment receipts attributable to CONTRACTOR will be reimbursed to Subcontractor in the following manner. The COUNTY will pass through to CONTRACTOR 90% of TCM claim reimbursement from the State, and the COUNTY will retain 10% of all TCM claim reimbursement from the State, to cover administrative expenses incurred by the COUNTY.

C. The attached Exhibit B, entitled "Federal Contract Funds", is incorporated by reference and made part of this Agreement as though fully set forth herein.

D. Transfer of funds is contingent upon the availability of federal financial participation.

ARTICLE VII – LIMITATION OF COUNTY/STATE LIABILITY

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 by the federal Medicaid program as reimbursement for claims providing TCM services pursuant to W&I Code Section 14132.44, less the amounts already remitted to the State pursuant to W&I Code Section 14132.44 (m) for the disallowed claim.

B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the CONTRACTOR has received reimbursement for TCM services, the State shall recoup from the CONTRACTOR, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, less the amounts already remitted to the State pursuant to W&I Code Section 14132.44 (m), for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved,

C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from a claim or claims for which the CONTRACTOR has received reimbursement for TCM services provided by a non-governmental entity under contract with, and on behalf of, the Provider, the COUNTY and State shall be held harmless by the CONTRACTOR for one-hundred (100%) of the amount of any such federal audit disallowance and interest, less the amounts already admitted to the State pursuant to W&I Code Section 14132.44 (m), for the disallowed claim.

ARTICLE VIII – INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS.

CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY which for the purpose of this paragraph (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

a. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may'be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this contract, including but not limited to the use, misuse, or failure of any equipment, materials, tools, supplies or other property furnished to CONTRACTOR by COUNTY, excepting any liability arising out of sole negligence of the COUNTY. Such indemnification includes any damage to the person(s) or property(ies) of CONTRACTOR and third persons.

b. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTORS officers, employees and agents engaged in the performance of this Contract (including, without limitation, unemployment insurance, social security and payroll tax withholding).

ARTICLE IX – EQUAL EMPLOYMENT OPPORTUNITY.

During and in relation to the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, ancestry, disability, medical condition (cancer related and genetic characteristics), marital status, sex, sexual orientation, age (over 18), veteran status, gender, pregnancy, or any other nonmerit factor unrelated to job duties. Such action shall include, but not be limited to, the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), ,employment, upgrading, demotion, or transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

EXHIBIT B

FEDERAL CONTRACT FUNDS

A. It is mutually understood between the COUNTY and CONTRACTOR, that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of the COUNTY and CONTRACTOR, in order to avoid program and fiscal delays which would occur if the Agreement were executed after the determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions enacted by the Congress or any statute enacted by the Congress which may affect in any manner the provisions, terms, or funding of this Agreement.

C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.