



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE
SANTA CRUZ, CA 95061
(408) 454-4066 FAX: (408) 454-4770
TDD: (408) 454-4123

April 13, 1999

AGENDA: May 4, 1999

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

RE: Approval of Contract with Above the Line to allow
Claiming for Medi-Cal Administrative Activities.

Dear Members of the Board:

This letter requests authorization for the Health Services Agency to enter into a three year agreement with Above the Line, a non-profit community agency that serves homeless teens. The agreement will allow Above the Line to claim reimbursement of costs related to the provision of certain health-related activities deemed claimable by the State Department of Health Services and federal Health Care Financing Administration. Claim reimbursement for these activities will assist the agency to maintain and enhance program services.

Background - Medi-Cal Administrative Activities (MAA) claiming reimburses counties, local agencies, and schools for performing certain health-related activities to assist Medi-Cal eligible individuals and families. This federal program is administered by the State. The County Health Services Agency (HSA) is the State's designated entity to administer MAA locally and to enter into subsequent agreements with agencies to participate in the program.

Within Santa Cruz County, entities that participate in the program include several county departments and their associated non-profit service providers and the Pajaro Valley Unified School District.

Agreement With State - Your Board authorized an agreement with the State to allow the County and its associated agencies to claim reimbursement for MAA expenses. That agreement requires subsequent agreements between the County and other participating entities in order for them to submit MAA claims.

Agreement with Above the Line/Claim Revenue Distribution - The recommended agreement establishes roles and responsibilities of parties, program parameters, contract terms and conditions, and funding limitations. Funding amounts in the agreement establish

the ceiling that the entity could claim in a given year. The State has indicated that funding amounts can be increased if necessary to allow for program expansion. The agreement would cover a three year period beginning in FY 1998-99 through FY 2000-2001.

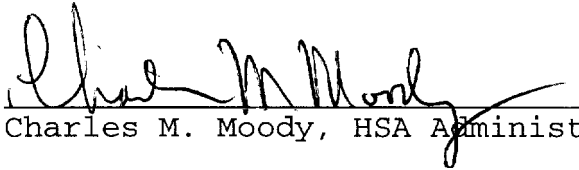
10% of the claim revenue received will be retained by HSA to cover administrative expenses related to this agreement and the processing of claims. Above the Line will receive 90% of the claim revenue received as a result of claims submitted and these funds will be used to sustain program services and activities.

The signing of this agreement represents no cost to the County.

It is therefore RECOMMENDED that your Board:

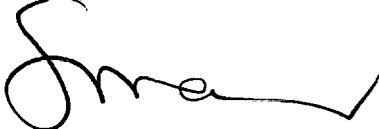
- 1) Approve the attached three-year agreement with Above the Line to allow claiming for Medi-Cal Administrative Activities; and
- 2) Authorize the HSA Administrator to sign the agreement.

Sincerely,



Charles M. Moody, HSA Administrator

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

attachment

cc Auditor-Controller
 Above the Line
 Health Services Agency
 County Administrative Officer
 County Counsel

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

000181

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: Health Services Agency (Dept.)
Charles M. Moody, Jr. (Signature) 4/21/99 (Date)

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

- Said agreement is between the County Health Services Agency (Agency)
and, Above The Line, PO Box 2822, Santa Cruz, CA 95063 (Name & Address)
- The agreement will ~~provide~~ allow Above The Line to claim federal reimbursement for the provision
of Medi-Cal Administrative Activities
- The agreement is needed, See above
- Period of the agreement is from July 1, 1998 to June 30, 2001
- Anticipated cost is \$ N/A (Fixed amount; Monthly rate; Not to exceed)
- Remarks: This is a revenue pass-through agreement with no cost to the County
- Appropriations are budgeted in N/A (Index#) W A (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. R-696 Date 4/26/1999
N/A N/A
GARY A. KNUTSON, Auditor - Controller
By Ronald J. Alon Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
HSA Administrator to execute the same on behalf of the County of Santa Cruz
Health Services Agency (Agency).

Remarks: GA (Analyst) By GA County Administrative Officer Date 4/26/99

Agreement approved as to form. Date _____

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - XXXXXX
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ 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 Officer by an order duly entered
in the minutes of said Board on _____ County Administrative Officer
_____ 19 ____ By _____ Deputy Clerk

Contract # _____

**CONTRACT AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ
AND ABOVE THE LINE**

ARTICLE I - PURPOSE OF AGREEMENT

A. This Agreement is entered into by the County of Santa Cruz, hereinafter referred to as County and Above the Line, hereinafter referred to as Contractor, to establish a means of claiming 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 Welfare and Institutions (W&I) Code Section 14132.47.

B. 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 individuals. It further recognizes the expertise of the Contractor in identifying and assessing 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 Medi-Cal potentially eligible individuals, and their families where appropriate, served by the Contractor are informed of the Medi-Cal Program, how to access it, and are assisted in accessing the Medi-Cal program, if needed.

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 United States Code (USC), Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California 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; and by federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.

ARTICLE III - CONTRACTOR RESPONSIBILITIES

A. Perform Medi-Cal Administrative Activities (MAA) on behalf of 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.

B. Using the State Department of Health Services form DHS 7094, conduct an annual time survey for one month as selected by the State. The survey will identify all time spent on each of the allowable MAA, non-claimable activities, and general administration and PTO, which are proportionately allocated to all activities. Document the activities of staff performing MAA in accordance with established State guidelines.

C. Comply with enabling legislation, regulations, administrative claiming process directives, and program policy letters of the State Department of Health Services, as well as directives from the County.

D. Comply with the comprehensive MAA claiming plan approved by the County and State.

E. Provide the County with complete invoice and expenditure information to include in its summary MAA claim no later than twelve (12) months after the end of the quarter for which the claim was submitted. This information shall be provided in a standardized Detailed Invoice as provided by the State via the County and as identified in Article IV, County Responsibilities, Item B.

The Detailed Invoice identifies the claim categories to which expenditure data must adhere for insertion into the HCFA 64 (State claim for FFP) and shall be submitted by Contractor to claim MAA costs pursuant to this Agreement. All elements of the Detailed Invoice for the programs being claimed shall correspond to the description of staff and allowable activities outlined in the Contractor's claiming plan.

F. Certify the non-federal match from the Contractor's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for MAA performed pursuant to Welfare and Institutions Code Section 141321.47. The State and/or County shall deny payment of any claim submitted under this Agreement if it determines that the certification is not adequately supported for purposes of FFP.

G. Retain all necessary records for a minimum of three (3) years after the end of the quarter in which the expenditures were incurred for MAA 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 MAA performed by appropriate staff. The Contractor shall furnish said documentation, and any other information regarding payments for performing MAA, upon request, to the County, State or the federal government.

H. Be responsible to the State and County for all requirements under this Agreement even though the requirements may be carried out pursuant to a subcontract. All subcontracts shall include provisions requiring compliance with the terms and conditions of this Agreement. All non-governmental entities performing MAA pursuant to the provisions of this Agreement shall be deemed true subcontractors of the Contractor.

I. Designate an employee to act as the liaison with the County for issues concerning this Agreement.

J. Not discriminate against any student 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. Process Contractor claims for reimbursement of the allowable actual costs of performing MAA necessary for the proper and efficient administration of the Medi-Cal Program. The costs may include the expenses of staff and the operating expenses and equipment costs necessary to collect data, disseminate information, and carry out the activities outlined in this Agreement. 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.

1. The maximum rate of federal reimbursement for compensation (salary and benefits), travel and training costs of activities qualifying under federal regulations applying to "Skilled Professional Medical Personnel - SPMP" of a public agency and their "directly supporting staff" shall be 75 percent of such costs for activities identified as "enhanced." The maximum rate of reimbursement for allowable costs of activities identified as "non-enhanced", performed by SPMP and their directly supporting staff, shall be 50 percent. The maximum rate of reimbursement for all allowable costs other than compensation, travel and training, applicable to SPMPs and their directly supporting staff, shall be 50 percent.

2. A SPMP is defined as an employee of the Contractor who has completed a 2-year or longer program leading to an academic degree or certification in a medically-related profession and who performs duties and responsibilities

requiring professional medical knowledge and skills. Directly supporting staff are also employees of the Contractor. They are secretarial, stenographic, copy, file, or record clerks who are directly supervised by the SPMP, and who provide clerical services necessary for carrying out the professional medical responsibilities and administrative activities of the SPMP.

3. The rate of federal reimbursement is 50 percent FFP for all costs of non-SPMPs and all costs of subcontractors (non-governmental entities) performing allowable administrative activities as defined in Article III, Contractor Responsibilities, Section A.

4. The maximum rate of reimbursement for all non-public subcontractors to the Contractor shall be 50 percent for all categories of cost.

B. Provide the Contractor with a standardized format for the Detailed Invoice and MAA Claiming Plan, and any subsequent updates as provided by the State.

C. Review Claiming Plans and Contractor initiated amendment(s) to the Claiming Plan. Any amendment that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.

D. Submit County approved claiming plans and amendments to the State and HCFA for review and approval.

E. Review, and process Contractor claims. Any claim that cannot be approved shall be returned to the Contractor with a written explanation of the basis for disapproval.

F. Make available to Contractor training and technical support on proper MAA to be claimed, identifying costs related to these activities, and billing procedures.

G. Designate a liaison with the Contractor for issues regarding this Agreement. All such issues shall be directed to:

MAC/TCM Coordinator
County Health Services Agency
1080 Emeline Avenue, Room 212
Santa Cruz, CA 95060

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, 42 USC Section 139a(a) 7, 42 CFR Section 431.300, W&I Code, Section 14100.2, and 22 CCR Section 51009.

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 July 1, 1998 through June 30, 2001.

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 G.

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

ARTICLE VII - FISCAL PROVISIONS

A. The maximum amount reimbursable, without further amendment, for the 1998-99 fiscal year ending June 30, 1999, shall not exceed \$75,000, for the 1999-2000 fiscal year ending June 30, 2000, shall not exceed \$100,000, and for the 2000-01 fiscal year ending June 30, 2001, shall not exceed \$125,000.

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

1. Upon the Contractor's compliance with all provisions pursuant to this Agreement, and upon the submission of a quarterly Detailed Invoice, the County agrees to process claims for reimbursement. Reimbursement is conditioned on the Contractor supplying the aforementioned valid and substantiated information, satisfactorily to the County within the time limits specified in this Agreement. Reimbursement shall not be withheld pending the submission of similar claims by other claiming units which have entered into a similar Agreement.

2. The Detailed Invoice shall be submitted quarterly to the address noted in Article IV, G above.

3. The attached Exhibit A, entitled "Federal Contract Funds", is incorporated by reference and made part of this Agreement as though fully set forth herein. Both the County and Contractor agree that the validity and enforceability of this Agreement are contingent upon the availability of funds appropriated by the U.S. Congress.

4. This Agreement will automatically terminate, without penalty by operation of law, at the end of the term for which funds are appropriated by the U.S. Congress.

5. Transfer of funds is contingent upon the availability of FFP.

6. The Contractor shall reply in a timely manner, to any request for information or to audit exceptions by County, State and federal audit agencies that directly relate to the MAA to be performed under this Agreement.

Both parties to this Agreement recognize that the Contractor is liable only for audit exceptions which relate to MAA under this Agreement, and has no liability for any other claiming unit which may enter into a similar Agreement with the County for the performance of MAA.

C. The FFP revenue received by County as a result of Contractor claim will be distributed based on the following percentage methodology:

Contractor Reimbursement	90	%
Administrative Fee Retained By County	10	%

The administrative fee retained by County shall be used to cover the cost of administering the MAA claiming process, including, but not limited to: claim plan development in consultation with Contractor, claims preparation in consultation with Contractor, claims processing, technical assistance, training and monitoring.

VIII - LIMITATION OF STATE/COUNTY LIABILITY

Notwithstanding any other provision of this Agreement, the State and County shall be held harmless, in accordance with paragraphs A and B below, 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.

A. 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, the County shall recoup from the Contractor, within 30 days, through offsets or by direct billing, amounts equal to the amount of the disallowance plus interest in that fiscal year for. All subsequent claims submitted to the County applicable to any previously disallowed Medi-Cal administrative activity or claim, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

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 MAA performed by a non-governmental entity under Agreement with, and on behalf of, the Contractor, the

State and County shall be held harmless by Contractor for 100 percent of the amount of any such final federal audit disallowance and interest.

ARTICLE IX - GENERAL PROVISIONS

A. This Agreement constitutes the entire Agreement between the parties. Any condition, provision, 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 County Health Services Agency Administrator, or designee, to present its concerns. If the Administrator, or designee cannot meet, the County shall respond in writing to the Contractor, with the County's position. Thereafter, the decision of the Administrator 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 part 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 a falsified Detailed Invoice by Contractor shall constitute a breach of Agreement. Submission of a Detailed Invoice for which there is no supporting documentation by Contractor may constitute a breach of contract.

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 contract.

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 contract.

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.

X. EQUAL EMPLOYMENT OPPORTUNITY

During and in relation to the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer-related), marital status, sex, sexual orientation, age (over 18), Veteran status, gender, pregnancy, , or any other non-merit 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, selection for training (including apprenticeship), employment, upgrading, demotion, or transfer. Contractor agrees to post, in conspicuous places available to

employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

XI. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS

A. Contractor shall exonerate, indemnify, defend, and hold harmless the County (which shall include, without limitation, its officers, agents, employees and volunteers) from and against:

1. 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 it for injury to, or death of persons, or damage to property as a result of, or in any manner connected with Contractor's performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the County. Such indemnification includes any damage to the person(s), or property(ies) of Contractor and third persons; and

2. Any and all Federal, State and local taxes, charges, fees, or contributions required to be paid with respect to Contractor and its officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

COUNTY OF SANTA CRUZ

Contractor

By: _____
Charles M. Moody

By: _____

Address _____

Telephone: _____

APPROVED AS TO FORM: 

By: _____
County Counsel

DISTRIBUTION: CAO
Auditor
County Counsel
Contractor

Attachment - Exhibit A - Federal Contract Funds