



HEALTH SERVICES AGENCY
ADMINISTRATION

COUNTY OF SANTA CRUZ

0129

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

January 19, 2000

AGENDA – February 15, 2000

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

RE: Approval of Master Agreement for Medi-Cal Administrative Activities (MAA) Program and Approval of Contracts with Dientes Community Clinic, Ombudsman Advocate, Inc. and New Life Community Services.

Dear Members of the Board:

This letter requests: 1) approval of a Master Agreement to be used to allow community based service providers to access federal reimbursement through the Medi-Cal Administrative Activities (MAA) program; and 2) approval of contracts with Dientes Community Clinic, Ombudsman Advocate, Inc. and New Life Community Services to allow these agencies to receive federal Medicaid funds through the California State Department of Health.

Background

The MAA program reimburses counties, local agencies and schools for performing certain health-related activities to assist Medi-Cal eligible individuals and families to access health care services. This federal program is administered by the State. As you may recall, your Board has authorized an agreement with the California State Department of Health which establishes the Health Services Agency (HSA) as 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, HSA, the Human Resources Agency (HRA), and their associated service providers participate in the program. In addition, the Pajaro Valley Unified School District participates, and the San Lorenzo Valley Unified School District has indicated its intent to begin participation.

The MAA program began in FY 1995-96, replacing the previous Medi-Cal Administrative Claim (MAC) SB 910 program. At that time, with your Board's approval, HSA and HRA worked with one community based service provider, Adelante, to claim MAA reimbursement for allowable activities fully supported through Community Programs

funding. This service provider was chosen due to the ease of claiming methodology, known as "direct charge", which does not involve the use of a staff time survey, nor is it burdensome for the provider's administrative or services staff. For this reason, 100% of **MAA** direct charge claims have been fully retained by the County.

Over the past year, HRA, HSA and Probation have been working to maximize resources in the community. In so doing, several more Community Program service providers were identified as excellent **MAA** direct charge candidates. On June 8, 1999 your Board approved **MAA** claiming for County contracted expenses related to Legal Aid, Familia Center, and Senior Citizen's Legal Services. An additional service provider, **WeLISN**, commenced with **MAA** claiming in September 1999.

The average **MAA** reimbursement for community based service providers utilizing the direct charge method has been \$10,980 per year over the past three years. These revenues have been used by HRA to pay community organizations for unreimbursed expenses related to administration of the USDA Summer Lunch program. HSA has retained 3% of the claim reimbursement to offset State and County expenses to administer the program.

Proposal for Designated Community Programs Agencies to Utilize the MAA Time Study Methodology

Community Programs service providers which perform activities that are deemed **MAA** claimable, but are not good candidates for the **MAA** direct charge claim methodology, have an alternative, albeit significantly more burdensome claiming process available – the time survey methodology. Typically, there are two reasons why a provider is a candidate for this methodology – 1) there are several categories of claimable activities occurring, requiring a survey to allocate time amongst categories or 2) claiming is based on match funding other than that provided solely by the County, therefore the county would only have a right to partial reimbursement.

Unlike the direct charge method, the time survey methodology imposes quite a burden for the service provider including significant amounts of administrative and direct service time to conduct the survey, as well as administrative and fiscal staff time to develop the required claim plan and to complete quarterly claims. At this time, HRA Community Programs funded agencies that have requested participation in the **MAA** program and have been deemed appropriate for the time survey methodology include Dientes Community Clinic, Ombudsman Advocate, and New Life Community Services.

It is recommended that these Community Programs that meet the criteria for the time survey methodology retain reimbursement totaling 85% of the claim revenue to further program objectives. It is proposed that the remaining 15% of the claimed revenue will be retained by the County for administrative and program development expenses. HSA will retain 10% and HRA will retain 5%.

The recommended Master 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 participating entities can claim in a given year. The State has indicated that funding amounts to the County, and subsequently to participating entities, can be increased if necessary to allow for program expansion.

It is therefore RECOMMENDED that your Board:

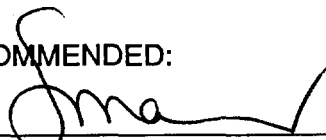
- 1) Approve the attached master agreement to allow community service providers to participate in **MAA** claiming; and
- 2) Authorize the HSA Administrator to enter into contracts with Dientes Community Clinic, Ombudsman Advocate Inc. and New Life Community Services to allow **MAA** claiming.

Sincerely,



Rama Khalsa Ph.D., Administrator
Health Services Agency

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

RK/JDe

Attachment

cc. Auditor
County Counsel
Health Services Agency
Human Resources Agency
CAO

Ombudsman Advocate, Inc.
Dientes Community Clinic
New Life Community Services

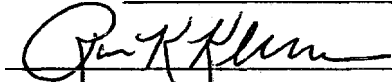
COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: **HEALTH SERVICES AGENCY**

(Dept.)

 (Signature) 2/2/00 e)

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

COUNTY OF SANTA CRUZ (Health Services Agency)

1. Said agreement is between the _____ (Agency)
VARIOUS COMMUNITY PROGRAM SERVICE PROVIDERS (Master Agreement)
and. _____ (Name & Address)

2. The agreement will provide administrative/fiscal mechanism to allow contractor to claim federal reimbursement of costs associated with health-related services provided to Medi-Cal eligible clients.

3. The agreement is needed to establish the above claim reimbursement process.

4. Period of the agreement is from date of execution to June 30, 2000 (continuous)

5. Anticipated cost is \$ n/a (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: Contract will allow contractor to claim federal revenue through the Medical Administrative Activities (MAA) process using the MAA Time Study Methodology.

7. Appropriations are budgeted in n/a (Index#) n/a (Subobject)

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

Appropriations are available and have been encumbered. Contract No. CO 92035 Date 2/2/00
N/A are not will be
GARY A. KNUTSON, Auditor - Controller
BY Ronald J. Silva 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: ES (Analyst) By Eh County Administrative Officer Date 2/04/00

Agreement approved as to form. Date _____

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Pink
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 _____

19 _____ BY _____ Deputy Clerk

Contract # _____

CONTRACT AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ
AND _____

ARTICLE I - PURPOSE OF AGREEMENT

A. This Agreement is entered into by the County of Santa Cruz, hereinafter referred to as County, and _____, 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 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, 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 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, General Administration and Paid Time Off, 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 claim 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 14132 1.47. 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 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. 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 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.

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.

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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, 2nd floor
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 43 1.300, 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 _____ through _____
- 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 _____ fiscal year ending June 30, 200_, shall not exceed \$_____ for the 200_-200_ fiscal year ending June 30, 200_, shall not exceed \$_____, and for the 200_-200_ fiscal year ending June 30, 200_, shall not exceed \$_____.
- 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 a 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	85%
Administrative/Program Support Fee (retained by County)	15%

The administrative/program support fee retained by County shall be used as follows: 1) 10% 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; and 2) 5% will be retained by County to enhance and/or expand community health and social services within the County.

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 any interest charged by the State and/or federal governments. 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

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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 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 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.

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

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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).

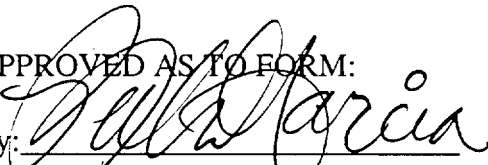
COUNTY OF SANTA CRUZ

CONTRACTOR

By: _____
Rama Khalsa, Ph.D.
Agency Administrator
Health Services Agency

By: _____
Address _____

Telephone: _____

APPROVED AS TO FORM:
By: 
County Counsel

DISTRIBUTION: CAO
Auditor
County Counsel
Contractor

Attachment - Exhibit A - Federal Contract Funds

DISTRIBUTION: CAO
Auditor
County Counsel
Contractor

Contract # _____

CONTRACT AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ
AND NEW LIFE COMMUNITY SERVICES

ARTICLE I - PURPOSE OF AGREEMENT

A. This Agreement is entered into by the County of Santa **Cruz**, hereinafter referred to as County, and New Life Community Services, 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 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, 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 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, General Administration and Paid Time Off, 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 claim 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 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. 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 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.

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 2 12
 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 43 1.300, **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 January 1, 1999 through June 30, 2002.
- 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 1999-00 fiscal year ending June 30, 2000, shall not exceed \$50,000, for the 2000-2001 fiscal year ending June 30, 2001, shall not exceed \$75,000, and for the 2001-02 fiscal year ending June 30, 2002, shall not exceed \$80,000.
- 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 a 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	85%
Administrative/Program Support Fee (retained by County)	15%

The administrative/program support fee retained by County shall be used as follows: 1) 10% 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; and 2) 5% will be retained by County to enhance and/or expand community health and social services within the County.

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 any interest charged by the State and/or federal governments. 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

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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 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 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.

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: _____

Rama Khalsa, Ph.D.
Agency Administrator
Health Services Agency

By: Emmanuel D. Khalsa

Address 707 Fair Ave.

Santa Cruz, CA 95060

Telephone: 427-1007

APPROVED AS TO FORM:

By: _____

County Counsel

DISTRIBUTION: CAO

Auditor

County Counsel

Contractor

Attachment - Exhibit A - Federal Contract Funds

DISTRIBUTION:

CAO

Auditor

County Counsel

Contractor

CONTRACT AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ
AND DIENTES COMMUNITY DENTAL CLINIC

ARTICLE I - PURPOSE OF AGREEMENT

A. This Agreement is entered into by the County of Santa Cruz, hereinafter referred to as County, and Dientes Community Dental Clinic, 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 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, 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 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, General Administration and Paid Time Off, 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 claim 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 14132 1.47. 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 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. 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 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.

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 43 1.300, 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),

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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, 1999 through June 30, 2002.
- 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 199940 fiscal year ending June 30, 2000, shall not exceed \$50,000, for the 2000-2001 fiscal year ending June 30, 2001, shall not exceed \$75,000, and for the 2001-02 fiscal year ending June 30, 2002, shall not exceed \$80,000.
- 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 a 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	85%
Administrative/Program Support Fee (retained by County)	15%

The administrative/program support fee retained by County shall be used as follows: 1) 10% 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; and 2) 5% will be retained by County to enhance and/or expand community health and social services within the County.

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 any interest charged by the State and/or federal governments. 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, 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 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 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.

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:

upon it for injury to, or death of persons, or damage to property as a result of, or ⁰¹⁵⁹
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: _____

Rama Khaisa, Ph.D.
Agency Administrator
Health Services Agency

By: Jay Balzer (JAY BALZER) EXECUTIVE DIRECTOR

Address 930 MISSION ST - SUITE #2

SANTA CRUZ, CA 95060

Telephone: 457-1948

APPROVED AS TO FORM:

By: [Signature]
County Counsel

DISTRIBUTION: CAO

Auditor

County Counsel

Contractor

Attachment - Exhibit A - Federal Contract Funds

DISTRIBUTION: CAO
Auditor
County Counsel
Contractor

Contract # _____

CONTRACT AGREEMENT
BETWEEN THE COUNTY OF SANTA CRUZ
AND OMBUDSMAN ADVOCATE, Inc.

ARTICLE I - PURPOSE OF AGREEMENT

A. This Agreement is entered into by the County of Santa Cruz, hereinafter referred to as County, and Ombudsman Advocate, Inc., 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 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, 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 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, General Administration and Paid Time Off, 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 claim 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 14132 1.47. 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 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. 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 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.

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 2 12
 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 43 1.300, 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 January 1, 1999 through June 30, 2002.
- 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 1999-00 fiscal year ending June 30, 2000, shall not exceed \$50,000, for the 2000-2001 fiscal year ending June 30, 2001, shall not exceed \$75,000, and for the 2001-02 fiscal year ending June 30, 2002, shall not exceed \$80,000.
- 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 a 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	85%
Administrative/Program Support Fee (retained by County)	15%

The administrative/program support fee retained by County shall be used as follows: 1) 10% 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; and 2) 5% will be retained by County to enhance and/or expand community health and social services within the County.

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 any interest charged by the State and/or federal governments. 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, 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 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 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.

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

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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: _____

Rama Khalsa, Ph.D.
Agency Administrator
Health Services Agency

By: Kerry Hean

Address 265 Water St.
Santa Cruz, CA. 95060

Telephone: (831) 429-1913

APPROVED AS TO FORM:

By: [Signature]
County Counsel

DISTRIBUTION: CAO

Auditor
County Counsel
Contractor

Attachment - Exhibit A - Federal Contract Funds

DISTRIBUTION: CAO
Auditor
County Counsel
Contractor