

County of Santa Cruz
Contract # 25-50044
County Contract #26H0169

**COUNTY OF Santa Cruz LOCAL GOVERNMENTAL AGENCY AGREEMENT FOR
ADMINISTRATIVE SERVICES RELATED TO THE COUNTY-BASED MEDI-CAL
ADMINISTRATIVE ACTIVITIES AND TARGETED CASE MANAGEMENT
PROGRAMS**

1. Parties and Authority

The parties to this agreement for administrative services related to the County-Based Medi-Cal Administrative Activities (CMAA) and Targeted Case Management (TCM) Programs (Agreement) are the California Department of Health Care Services (DHCS) and the County of Santa Cruz, Local Government Agency (Host County LGA).

- A. As authorized by Welfare and Institutions Code sections 14132.44 and 14132.47, the Host County LGA agrees to act as the administrative entity for California based CMAA and TCM programs for LGAs within California contracting with DHCS.
- B. DHCS is the single state agency responsible for administering Medi-Cal pursuant to Welfare and Institutions Code section 14100.1, and Title XIX of the Social Security Act.

2. Purpose of the Agreement

As authorized by Welfare and Institutions Code sections 14132.44 and 14132.47, the purpose of this Agreement is for Host County LGA to reimburse DHCS for its administrative costs for providing administrative services to Host County LGA for processing Host County LGA's CMAA and TCM claims; and the Host County LGA shall act as the host entity for the LGAs within California that administer the CMAA and TCM programs.

3. Term of the Agreement

Subject to the provisions of this Agreement, the term of this Agreement shall be from July 1, 2025, through and including, June 30, 2028.

4. Maximum Payable Amount

- A. Pursuant to Welfare and Institutions Code sections 14132.44 and 14132.47, the services described in Schedule A, and the conditions in Provision 6 of this Agreement, the amount that the Host County LGA shall be obligated to pay for services rendered under this Agreement shall not exceed \$5,097,300.

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- B. The maximum payable amount shall be further subject to the allocated State Fiscal Year (SFY) period's annual limits not to exceed:

\$1,699,100 - for July 1, 2025, through and including June 30, 2026.

\$1,699,100 - for July 1, 2026, through and including June 30, 2027.

\$1,699,100 - for July 1, 2027, through and including June 30, 2028.

5. Contact Persons

Any notice, request, demand or other communication required or permitted hereunder, shall be deemed to be properly given when deposited in the United States mail, postage prepaid, and addressed to the following:

- A. In the case of the Host County LGA, to:

Nikki Yates
LGA Coordinator
County of Santa Cruz
Health Services Agency-MAA Unit
1800 Green Hills Rd Suite 240
Scotts Valley, CA 95066

- B. In the case of DHCS, to:

California Department of Health Care Services
Local Government Financing Division
Medi-Cal Claims and Services Branch (MCSB)
Branch Chief, MS 2628
P.O. Box 997436
Sacramento, CA 95899-7436

Either party may make changes to the information above by giving written notice to the other party as referenced in Provision 5, subsections A and B. Said changes shall not require an amendment to this Agreement.

6. Payment Terms and Invoicing

- A. The Host County LGA shall compensate DHCS for services listed in Schedule A, as required by Welfare and Institutions Code sections 14132.44 and 14132.47 and described in Provision 7 of this Agreement, within forty-five (45) days of receipt of an invoice from DHCS.
- B. Failure by the Host County LGA to timely compensate DHCS pursuant to paragraph A shall constitute material breach of this Agreement by the Host County LGA, which, at DHCS' discretion, may result in termination by DHCS pursuant to Provision 9. The Host County LGA may cure such breach by rendering immediate

payment of the amount owed to DHCS prior to the termination of this Agreement pursuant to Provision 9.

- C. In no event shall payment be made by the Host County LGA for any invoice or portion thereof exceeding the Agreement amount specified in Provision 4. Payment for any services rendered by DHCS exceeding the Agreement amount shall require an amendment to this Agreement pursuant to Provision 8. Services rendered by DHCS shall cease until an amendment is executed.
- D. DHCS shall submit quarterly invoices that include a supplemental form identifying the following summarized categories of costs for the period billed: salary, benefits, operating expenses, and total costs. DHCS shall submit quarterly invoices to the Host County LGA no sooner than forty-five (45) days following the close of each quarter.
- E. The Host County LGA shall not be obligated to pay DHCS for the services covered by any invoice if DHCS presents the invoice to the Host County LGA more than four (4) years after this Agreement terminates.
- F. Payments shall be sent to DHCS at the following address:
California Department of Health Care Services
Accounting Section, MS 1101
P.O. Box 997415
Sacramento, CA 95899-7415

7. DHCS Responsibilities

DHCS shall perform the activities related to administering the CMAA and TCM programs as described in Schedule A, attached hereto and incorporated by reference herein. It is understood by both the Host County LGA and DHCS that payments set forth under this Agreement are for the purpose of reimbursing DHCS for all direct and indirect expenses related to performing these activities. Should the scope of work or services to be performed under this Agreement conflict with DHCS' responsibilities as the single agency for Medicaid (in California referred to as Medi-Cal), the single state agency responsibilities shall take precedence. DHCS' cessation of any activities due to single state agency responsibilities does not relinquish the obligation of the Host County LGA to reimburse DHCS for administrative costs incurred by DHCS.

8. Amendments

Amendments to this Agreement shall be made only by a written agreement signed by the parties to this Agreement, and if required by State law, by approval of the California Department of General Services (DGS). Notwithstanding the previous sentence, updates on who will serve as the contact person identified in Provision 5 may be transmitted by e-mail to the other contact person or persons. In conformance with State law requiring

the Host County LGA to pay DHCS for its administrative costs in administering the CMAA and TCM Programs, by entering into this Agreement the Host County LGA agrees to an amendment to this Agreement to reflect updates to DHCS' administrative costs.

9. Termination

This Agreement may be terminated by any party upon written notice with original signature received at least thirty (30) calendar days prior to the termination date. Notice shall be delivered by certified US Mail and addressed to the respective parties as identified in Provision 5 of this Agreement. The Host County LGA shall be obligated to pay for all the administrative costs incurred for services duly performed by DHCS for any claims submitted by the LGAs for services provided to Medi-Cal beneficiaries prior to the termination date.

10. General Provisions

- A. Indemnification: It is agreed that the Host County LGA shall defend, hold harmless, and indemnify DHCS, its officers, employees, and agents from any and all claims liability, loss or expense (including reasonable attorney fees) for injuries or damage to any person and/or any property which arise out of the terms and conditions of this Agreement and the negligent or intentional acts or omissions of the Host County LGA, its officers, employees, or agents.
- B. Third Party Liability: None of the provisions of this Agreement are or shall be construed as for the benefit of, or enforceable by, any person not a party to this Agreement.
- C. Severability: If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way. Notwithstanding the previous sentence, if a decision by a court of competent jurisdiction invalidates, voids, or renders unenforceable a term, condition, or provision in this Agreement that is included in the purpose of this Agreement then the parties to this Agreement shall either amend this Agreement pursuant to Provision 8, or it shall be terminated.
- D. Records
 - 1) Upon written notice, DHCS agrees to provide to the Host County LGA, or any federal or state agency having monitoring or reviewing authority, access to and the right to examine and audit its applicable records and documents for compliance with relevant federal and state statutes, rules and regulations, and this Agreement.
 - 2) DHCS shall maintain and preserve all records relating to this Agreement for a period of three (3) years from the termination date of this Agreement, or until audit findings are resolved, whichever is greater.

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- E. Compliance with Applicable Laws: All services to be performed by DHCS pursuant to this Agreement shall be performed in accordance with all applicable federal and state laws, including, but not limited to:
- 1) The Americans with Disabilities Act of 1990, as amended;
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended;
 - 3) Title 42, United States Code (U.S.C.) § 1396 et seq.;
 - 4) Welfare and Institutions Code (W&I), § 14000 et seq.;
 - 5) Government Code § 53060;
 - 6) The California Medicaid State Plan;
 - 7) Laws and regulations including, but not limited to licensure, certification, confidentiality of records, quality assurance, and nondiscrimination.
- F. Controlling Law: The validity of this Agreement and its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall lie only in counties in which the California Attorney General maintains an office.
- G. Integration Clause: This Agreement and any exhibits attached hereto shall constitute the entire agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to this Agreement.
- H. Provider Participation Agreement or Contract: The Provider Participation Agreement or Contract is an agreement between DHCS and each of the LGAs participating in CMAA and/or TCM, including the Host County LGA. The Provider Participation Agreement or Contract provides the terms and conditions for participation in the CMAA and TCM programs. Such terms and conditions include, but are not limited to, (i) the requirement that LGAs participating in CMAA and/or TCM reimburse the Host County LGA for their share of the administrative costs incurred by DHCS in administering the CMAA and TCM programs authorized in Welfare and Institutions Code sections 14132.44 and 14132.47, and (ii) the term that DHCS shall immediately and automatically, without prior notice, cease making payments and initiate a recovery effort against an LGA participating in CMAA and/or TCM that fails to pay its administrative costs incurred by DHCS pursuant to the terms of the Provider Participation Agreement or Contract.
- I. State Fiscal Year: The State Fiscal Year (SFY) begins on July 1st each year and ends on June 30th.
- J. Periodic Assessment: Pursuant to Welfare and Institutions Code sections 14132.44 and 14132.47, the Host County LGA enters into this Agreement in order

to implement the CMAA and TCM programs under which it may participate and for which the Host County LGA will pay for all costs incurred by DHCS performing activities described in Provision 7. The Host County LGA agrees that DHCS may conduct a periodic assessment, as determined by DHCS, of such costs incurred by DHCS to determine compliance with Sections 14132.44 and 14132.47, and further agrees that all invoicing as described in Provision 6 and any other relevant documentation will be accordingly updated to ensure compliance with Sections 14132.44 and 14132.47.

- K. Conformance Clause: This agreement is entered into in accordance with Welfare and Institutions Code sections 14132.44 and 14132.47. Any provision of this agreement in conflict with the present or future governing authorities of the Welfare and Institutions Code or other applicable state or federal law and rules, including but not limited to Title XIX of the Social Security Act, California's Medicaid State Plan and Medi-Cal Provider Manual, and implementation directives promulgated by the Centers for Medicare and Medicaid Services, is hereby amended to conform to those authorities. Such amended provisions supersede any conflicting provision in this contract.

11. Avoidance of Conflicts of Interest by the Host County LGA

- A. The Host County LGA shall avoid any conflict of interest on the part of its subcontractors, its employees, its officers, and its directors. Thus, the State reserves the right to determine at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest, and, if a conflict of interest is found to exist, to require the Host County LGA to submit additional information or a plan for resolving the conflict, subject to the State's review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Host County LGA or any of its subcontractors, its employees, its officers, or its directors has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Host County LGA's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the State is or becomes aware of a known or suspected conflict of interest, the Host County LGA will be given an opportunity to submit additional information or

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to take action to resolve the conflict. The Host County LGA will have five (5) working days from the date of notification of the conflict by the State to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract. The State may, at its discretion upon receipt of a written request from the Host County LGA, authorize an extension of the timeline herein.

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The signatories to this Agreement warrant that they have full and binding authority to the commitments contained herein on behalf of their respective entities.

COUNTY OF SANTA CRUZ
Political Subdivision of the State of California
Signature:
Name: Jennifer Herrera
Title: Interim Director, Health Services Agency
Date:

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
Contract Services Section
Signature:
Name: Nga Pham
Title: Chief, Contract Services Section
Date:

Approved as to Form:

I, Docusign, signed by:



6/10/2025

E0F6FD189D784BF

Office of the County Counsel Date

Approved as to Insurances:

I, Docusign, signed by:



6/11/2025

F4EADC5BA53B4DB

Risk Management Date

SCHEDULE A SCOPE OF WORK

CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES – Allocated SFY Periods:
July 1, 2025- June 30, 2028

DHCS agrees to:

- A. Calculate the actual costs for administrative accounting, policy development, and data processing maintenance activities, including the indirect costs related to the CMAA and TCM programs provided by its staff based upon a cost accounting system which is in accordance with the provisions of 2 California Federal Regulations (CFR) 200 et seq and 45CFR Parts 74 and 95.
- B. Lead the development, implementation, and administration for the CMAA and TCM programs.
- C. Submit claims for federal financial participation (FFP) based on Certified Public Expenditures (CPE) from CMAA and TCM participants.
- D. On an annual basis, submit any necessary materials to the federal government to provide assurances that claims for FFP will include only those expenditures that are allowable under federal law.
- E. Reconcile CPE invoices to ensure that the total Medi-Cal reimbursement provided to eligible CMAA and TCM participants complies with 42 CFR 433.51.
- F. Complete the audit and settlement process of the interim reconciliations for the TCM program claiming period within three (3) years of the postmark date of the cost report and conduct on-site audits as necessary.
- G. Maintain accounting records to a level of detail which identifies the actual expenditures incurred for personnel services which includes salary/wages, benefits, travel and overhead costs for DHCS' staff, as well as equipment and all related operating expenses applicable to these positions. Records should include, but not be limited to, general expense, rent, supplies, and travel cost for identified staff and managerial staff working specifically on activities or assignments directly related to the CMAA and TCM programs.
- H. Ensure that an appropriate audit trail exists within DHCS' records and accounting system and maintain expenditure data as indicated in this Agreement.
- I. Designate a person to act as liaison with the Host County LGA in regard to issues concerning this Agreement. This person shall be identified to the Host County LGA's contact person for this Agreement.

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- J. Provide a written response by email or mail to the Host County LGA's contact person within thirty (30) days of receiving a written request for information related to the CMAA and TCM programs.
- K. Provide accounting, and program technical assistance, and training related to the CMAA and TCM programs to the Host County LGA.
- L. Meet at least quarterly regarding policy and/or programmatic concerns raised by the Host County LGA, and will provide upon request a Status Report of CMAA Claiming Plan/Amendments Review/Approval.
- M. Maintain an invoice tracking system for the CMAA program and a report may be provided on a quarterly basis.
- N. Provide the Host County LGA the CMAA and TCM claims data needed to calculate the participation fees. "Participation fees" includes the actual costs calculated annually by DHCS for administering components of the CMAA and TCM programs.

Certificate Of Completion

Envelope Id: 19E1103C-7BCE-4C76-AC12-D09911E265B6

Status: Sent

Subject: Contract 26H0169 (25-1951) 6/24/2025 BOS

Source Envelope:

Document Pages: 10

Signatures: 2

Envelope Originator:

Certificate Pages: 5

Initials: 0

HSA Admin Processing

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Santa Cruz, CA 95060

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hsa.adminprocessing@santacruzcountyca.gov

IP Address: 63.194.190.170

Record Tracking

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Security Appliance Status: Connected

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Pool: County of Santa Cruz

Location: Docusign

Signer Events

John Nguyen

JOHN.NGUYEN@SANTACRUZCOUNTYCA.GOV

Lead Assistant County County Counsel

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 63.194.190.100

Timestamp

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Viewed: 6/10/2025 10:42:49 AM

Signed: 6/10/2025 11:04:33 AM

Electronic Record and Signature Disclosure:

Accepted: 6/12/2024 8:53:19 AM

ID: cff2bd5b-d3a4-40f2-aa61-cc2de5bbd9e3

Gina Borasi

GINA.BORASI@SANTACRUZCOUNTYCA.GOV

Risk Manager

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

Signed by:

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Signature Adoption: Pre-selected Style
Using IP Address: 24.6.202.106

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Resent: 6/11/2025 8:18:41 AM

Viewed: 6/11/2025 9:16:23 AM

Signed: 6/11/2025 9:17:57 AM

Electronic Record and Signature Disclosure:

Accepted: 12/18/2023 9:38:58 AM

ID: 5f1392e5-7eb7-47e8-b6a6-baa8d5c3b8c6

Jennifer Herrera

Jennifer.Herrera@santacruzcountyca.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/15/2022 11:53:09 AM

ID: adfbf871-ce91-4e73-80d4-0f78b849cdb5

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Signature

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Editor Delivery Events

Status

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Maite Arce

Maite.Arce@santacruzcountyca.gov

Associate Analyst

County of Santa Cruz

Security Level: Email, Account Authentication
(None)

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Nikki Yates Nikki.Yates@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/30/2022 4:16:28 PM ID: 96fe51bc-2fe4-445c-b051-67787cfbec1e		
Renee Johnson Renee.Johnson@santacruzcountyca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 6/1/2022 12:19:15 PM ID: 78dcd18e-f9ba-4e71-8a27-5819fdb0efda		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		