



**Health & Human Services
Agency
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: June 9, 2020

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
County Counsel Sign-Off	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Robert Stewart PHONE: 624-8000				

SUBJECT: Approve an agreement with Santa Cruz County

REQUEST(S):
That the Board of Supervisors:

1. Approve an agreement with Santa Cruz County acting as the host entity of the Local Government Agency Consortium over County-Based Medi-Cal Administrative Activities to update the fee structure retroactive from July 1, 2019 through June 30, 2022. This agreement is retroactive due to delays in receiving the required documents due to the transition from Plumas to Santa Cruz as Host County; making it impracticable for the Board to take action prior to July 1, 2019.
2. Find that the Board had authority to enter into the proposed agreement as of July 1, 2019 and that it was the County's best interest to enter into the agreement on that date.
3. Authorize the Chair of the Board to sign two (2) copies of the agreement.

SUMMARY:
The Tulare Health and Human Services Agency, the designated health department for the County of Tulare, contracts with the Department of Health Care Services (DHCS) to participate in the County-Based Medi-Cal Administrative Activities (CMAA) program. This program provides Federal Financial Participation (FFP) funds to participating Local Government Agencies (LGAs) for assisting Medi-Cal eligible individuals in accessing Medi-Cal services.

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Each LGA that participates in the CMAA program is required to pay an annual participation fee to the host entity of the LGA Consortium. This agreement authorizes Santa Cruz County to collect the appropriate participation fee for Fiscal Year 2019-2022 which is calculated from the total amount of CMAA revenues received in Fiscal Year 2019-2022 as voted by the LGA Consortium members.

Beginning July 1, 2019, DHCS's new policy requires a separate host entity agreement for School-Based Medi-Cal Administrative Activities (SMAA) and CMAA. The previous Tulare County Agreement No. 28972 with Plumas County expired as of June 30, 2019. The purpose of this agreement is to extend Santa Cruz County as the host entity for Fiscal Years 2019-2022.

The following terms deviate substantively from the standard County boilerplate: 1) Any LGA requesting reinstatement that left the Consortium in bad standing will be required to pay the balance of its outstanding participation fees plus interest and penalties as determined by the host entity; and, 2) The agreement includes a mutual indemnification and insurance provision.

FISCAL IMPACT/FINANCING:

The CMAA participation fee due to Santa Cruz County for FY 2019-2022 is estimated at \$8,425 per year and can exceed that amount. This estimate is based on \$597,111 in CMAA revenues received in FY 2019/2022 countywide. The participation fee is paid out of administrative fees collected by HHSa for administering and coordinating the local CMAA claiming program. There is no net cost to the County General Fund.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes the Quality of Life Initiative, which encourages innovative provision of quality supportive services for the general population, especially those who are eligible to receive free or low cost health services funded by federal programs including the CMAA program. This program increases the ability to improve the quality of life of Tulare County residents.

ADMINISTRATIVE SIGN-OFF:

/s/Robert Stewart
Robert Stewart
Director of Fiscal Operations

cc: County Administrative Office

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Attachment(s)
Attachment A- Agreement
Attachment B- Bylaws

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN)
AGREEMENT WITH SANTA CRUZ COUNTY) Resolution No. _____
) Agreement No. _____

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD _____
_____, BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved an agreement with Santa Cruz County acting as the host entity of the Local Government Agency Consortium over County-Based Medi-Cal Administrative Activities to update the fee structure retroactive from July 1, 2019 through June 30, 2022. This agreement is retroactive due to delays in receiving the required documents due to the transition from Plumas to Santa Cruz as Host County; making it impracticable for the Board to take action prior to July 1, 2019.
2. Found that the Board had authority to enter into the proposed agreement as of July 1, 2019 and that it was the County's best interest to enter into the agreement on that date.
3. Authorized the Chair of the Board to sign two (2) copies of the agreement.

**Medi-Cal Administrative Activities/Targeted Case Management
Local Governmental Agency Consortium
(MAA/TCM LGA Consortium)**

BY-LAWS

Revised October 2007

Article I

NAME AND PURPOSE OF ASSOCIATION

Section 1- Name

The Consortium shall be known as Medi-Cal Administrative Activities/Targeted Case Management Local Governmental Agency (LGA) Consortium and may also be known as MAA/TCM LGA Consortium.

Section 2- Purpose

The purpose of this Consortium shall be to identify system-wide issues of California health policy and administration related to MAA/TCM and to advise and recommend policy positions, management strategies, and other actions which address the identified issues.

- a. The Consortium shall focus on issues that have significant programmatic and fiscal impact on the MAA/TCM program.
- b. The Consortium shall lead policy development efforts and shall work collaboratively with other organizations, which share common concerns.

Article II

MEMBERSHIP

Section 1- Members

- a. A Local Governmental Agency (LGA) is defined as a county or chartered city. Each California county and each California chartered city shall be eligible for membership in the Consortium. Membership is contingent on the annual payment of participation fees.
- b. Each LGA may have one MAA/TCM Coordinator or designee to serve as the LGA representative.

Section 2- Voting

- a. Each LGA shall have one vote on Consortium business matters.

- b. When the vote is conducted at a LGA Consortium meeting, the vote shall be decided by a majority of a quorum of members present. Proxy is permissible.

Section 3- Other Participants

Notwithstanding any other provisions in these Articles, the Consortium shall allow nonmembers to attend meetings, make presentations, and participate in discussion on matters of interest to the Consortium. The Consortium reserves the right to close the Consortium meeting to non-members at any time.

Article III

OFFICERS, HOST ENTITY, LGA CONSULTANT, AND THEIR DUTIES

Section 1- Co-Chair

- a. Shall call and preside over all LGA Consortium meetings and Executive Committee meetings.
- b. Shall serve as the spokespersons for the Consortium with other organizations, entities, etc.
- c. Shall have the authority to manage contracts on behalf of the Consortium.
- d. Shall have the authority to manage staff on behalf of the Consortium.
- e. Shall report to the membership on Consortium business, including, but not limited to, meeting with State Department of Health Services staff.
- f. Shall perform other duties as are necessary and customary for the office of the Co-Chair.
- g. Shall be compensated \$15,000 each annually for services rendered. Payment shall be issued in the fourth quarter of the fiscal year and paid directly to the LGA upon receipt of the invoice.

Section 2 – Members at Large

- a. Shall participate as members of the Executive Committee.
- b. Shall attend LGA Consortium meetings.
- c. **Shall perform other duties as are necessary and customary for the office of Member at Large.**

d. Shall be compensated \$10,000 each annually for services rendered. Payment shall be issued in the fourth quarter of the fiscal year and paid directly to the LGA upon receipt of the invoice.

Section 3- Host Entity

- a. Shall have the authority to bill for and collect participation fees, approve payments for authorized expenditures, account for and report on all financial transactions and the financial condition of the Consortium to the membership in the manner prescribed by the Executive Committee.
- b. Shall recommend changes in the participation fee structure and amounts, in a fiscally prudent manner, to the Executive Committee.
- c. Shall establish an interest-bearing trust fund for the deposit of LGA participation fees. Accrued interest shall be posted to and remain part of the trust fund. A \$100,000 reserve shall be maintained in the trust fund.
- d. Shall recommend a draft Consortium Budget to the Executive Committee within a reasonable time frame for LGA Consortium approval.
- e. Shall perform such other duties as directed by the Consortium or Co-Chairs in the best interest of the Consortium.
- f. Shall participate as a member of the Executive Committee.
- g. Shall attend LGA Consortium meetings.
- h. Shall function as keeper of record for current By-laws.
- i. The Host Entity shall be approved bi-annually by the Consortium membership.
- j. Shall be compensated \$32,000 annually for services rendered. Payment shall be issued in the fourth quarter of the fiscal year.

Section 4- LGA Consultant

- a. Shall keep, or cause to be kept, the full records of all proceedings of the Consortium.
- b. Shall assist the Host Entity in preparing recommended changes in the participation fee structure and amounts.
- c. Shall assist the Host Entity in preparing a draft Consortium budget.

- d. Shall perform such other duties as directed by the Consortium membership or the Co-Chairs in the best interest of the Consortium.
- e. Shall attend the LGA Consortium and Executive Committee meetings.
- f. Shall comply with the scope of work as contained within the LGA Consultant contract.

Article IV

TERMS OF OFFICERS

Section 1- Election of Officers

- a. The Co-Chairs shall serve two (2) years each. The Co-Chairs will be elected on alternate years and may be re-elected as a Co-Chair.
- b. The two Members at Large shall serve one (1) year terms. Members at Large will be elected annually and may be re-elected as Members at Large.
- c. Each year at the May LGA Consortium meeting, elections for the offices of Co-Chair and Members at Large will be held. Any member, as defined in Article II Section 1, is eligible for nomination. Any member who is a paid consultant related to MAA/TCM is not eligible for nomination for Co-Chair or Member at Large. The elected officers will assume office July 1.
- d. Should a Co-Chair or Member at Large position become vacant prior to the expiration of the term, a new officer will be elected by the membership at the next LGA Consortium meeting. The Executive Committee may recommend to the LGA Consortium that the vacant position not be filled if the remainder of the term is less than six months.

Section 2- Recall Elections

Any Consortium officer may be recalled.

- a. The Executive Committee shall schedule a recall election within thirty (30) days of receipt of a petition requesting that a recall election be held. The petition must bear signatures of one third plus one of the Consortium membership.
- b. Voting shall be conducted for recall of officer of the Consortium consistent with Article II, Section 2 above.

Article V

COMMITTEES

Section 1- Executive Committee

- a. The Executive Committee shall review all policy matters governing the Consortium and may formulate positions and/or represent the Consortium when a Consortium full membership vote is impractical. Actions taken by the Executive Committee shall be presented to the full membership at the first LGA Consortium meeting following such actions, as may be appropriate.
- b. The Co-Chairs of the Consortium shall share responsibility as Chair of the Executive Committee.
- c. The Executive Committee shall be comprised of no more than five (5) members. Mandatory members shall include the Co-Chairs, the two (2) Members at Large, and the Host Entity.
- d. Executive Committee meetings shall be held monthly.
- e. The Executive Committee shall approve and submit to the Consortium for a vote, a draft annual budget and participation fee schedule by the beginning of each fiscal year, contingent on the receipt of required financial data.
- f. A majority of the Executive Committee members shall constitute a quorum for the conduct of business.
- g. Members who are not on the Executive Committee may attend Executive Committee meetings. The Executive Committee reserves the right to close Executive Committee meeting to non-Executive Committee members at any time.

Section 2- Other Committees

Additional committees, work groups, and task forces may be convened, as necessary, for the proper transaction of Consortium business, to be determined by the Co-Chairs, Executive Committee, and/or Consortium membership. Persons who are paid consultants related to MAA/TCM may attend committee meetings by LGA invitation and the approval of the Executive Committee.

Article VI MEETINGS

Section 1- Meetings of the Consortium

- a. LGA Consortium meetings will be held at least quarterly.
- b. A statewide LGA Consortium conference may be held annually
- c. Committee meetings shall be held as specified in Article V above.

Section 2- Meeting Call and Notice

- a. Either of the Co-Chairs or a majority vote of the Executive Committee may call a LGA Consortium meeting.
- b. Notice of LGA Consortium meetings shall be sent to the LGA Coordinators at least three (3) weeks prior to the meeting date.
- c. Agendas for the LGA Consortium meetings shall be sent to the LGA Coordinators at least two (2) weeks prior to the meeting date.

Section 3- Procedures

- a. A quorum for LGA Consortium meetings shall consist of those LGA representatives in attendance at the meeting, provided that all member LGAs have been notified in accordance with Section 2(b) of this Article.

Article VII AMENDMENTS

Section 1- Initiation of Proposed Amendments

- a. Any LGA representative may propose an amendment to these By-laws by submitting the proposal, in writing, to the Executive Committee.
- b. The Executive Committee shall submit the proposed amendment to the Consortium for a vote.

Section 2- Notice; Voting; Effective Date

- a. LGA representatives shall receive a copy of any proposed amendment at least ten (10) days prior to voting on the proposed amendment.
- b. Voting shall be conducted for amendments to the Consortium By-laws consistent with Article II, Section 2 above.
- c. By-laws amendments approved by the Consortium shall be effective immediately and signed and dated by the Co-Chairs.

Co-Chair

Date

Co-Chair

Date