

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

132



FROM: Community Health Agency/Fiscal Services

SUBMITTAL DATE:
June 13, 2011

SUBJECT: Approve Amendment No.1 to Agreement No. 33-0712 with California Department of Health Care Services (DHCS) for Contracted County Medi-Cal Targeted Case Management (TCM) Allowable for Federal Financial Participation (FFP)

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve Amendment No. 1 to Agreement No. 33-0712 with California Department of Health Care Services (DHCS) for Contracted County Medi-Cal Targeted Case Management (TCM) Allowable for Federal Financial Participation (FFP) and the County of Riverside, for the period of July 1, 2011 through June 30, 2012; and
- 2) Authorize the Chairperson to execute three Amendments on behalf of the County of Riverside.

BACKGROUND:

On May 15, 2007 the Board of Supervisors approved the Agreement No. 33-0712 with DHCS for Contracted County Medi-Cal TCM Services. This Amendment No. 1 is required for the 2007-2012 Provider Participation Agreement for TCM Services.

(CONTINUED page 2)

Eric Frykman / M.D., Director
Community Health Agency

EF:rw

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 0	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% Federal Funding	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

BY:
Michael R. Shetler For Debbie Courmye

County Executive Office Signature

- Consent
- Policy
- Consent
- Policy

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: June 28, 2011
xc: CHA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: 5/15/07 3.7 District: All Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.22

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 6/13/11
Departmental Concurrence

Dept Recomm.:
Per Exec. Ofc.:

Form 11

Subject: Approve Amendment No.1 to Agreement No. 33-0712 with California Department of Health Care Services (DHCS) for Contracted County Medi-Cal Targeted Case Management (TCM) Allowable for Federal Financial Participation (FFP)

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BACKGROUND: (Continued)

DHCS is requiring each Local Government Agency (LGA) in Geographic and Two-Plan Medi-Cal Managed Care counties to enter into a Memorandum of Understanding (MOU) with Medi-Cal Managed Care Health Plans serving beneficiaries in the same county as the TCM provider. These MOUs define respective responsibilities to prevent duplication of services provided to the Medi-Cal beneficiaries enrolled in both TCM and Medi-Cal Managed Care.

The Community Health Agency is acting as the single Riverside County Agency through which claims will be made under this Agreement.

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92501

Thank you.

AMENDED MEDI-CAL TARGETED CASE MANAGEMENT PROVIDER PARTICIPATION AGREEMENT

Name of Provider: County of Riverside

Provider # 33-0712A1

Purpose of this amendment: ARTICLE III – TCM PROVIDER RESPONSIBILTIES is amended to add N. Negotiate in good faith and execute a Memorandum of Understanding (MOU), when applicable, with Medi-Cal Managed Care Health Plan(s) serving beneficiaries in the same county as the TCM provider. This MOU must define the respective responsibilities of TCM and Medi-Cal Managed Care Health Plans in order to prevent duplication of services when beneficiaries are served by both TCM and Medi-Cal Managed Care Health Plan providers.

To the extent the Provider does not execute this MOU within four (4) months after the effective date of this Agreement; the Provider shall submit documentation substantiating its good faith efforts to enter into this MOU. Until such time as this MOU is executed, Provider shall submit monthly reports to DHCS documenting its continuing good faith efforts to execute this MOU and the justifications why this MOU has not been executed.

The amendment effective date is from June 1, 2011 through June 30, 2012.

ARTICLE III – TCM PROVIDER RESPONSIBILTIES

By entering into this Agreement, the Provider agrees to:

- A. Comply with 42 U.S.C., Section 1396 et seq., 42 Code of Federal Regulations (CFR) Part 400 et seq., and 45 CFR Part 95, California Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and Chapter 8 (commencing with Section 14200), and Title 22 California Code of Regulations (CCR), Division 3 (commencing with Section 50000), all as periodically amended; 42 CFR Sections 413.20, 413.24, 433.32, 433.51, all as periodically amended, State issued policy directives, including Policy and Procedure Letters, as periodically amended, and by Federal Office of Management and Budget (OMB) Circular A-87, as periodically amended.
- B. Ensure all applicable State and federal requirements, as identified in A, are met in rendering services under this Agreement. It is understood and agreed that failure by the Provider to ensure all applicable State and federal requirements are met in rendering TCM services under this Agreement shall be sufficient cause for the State to deny or recoup payments to the Provider and/or to terminate this Agreement.

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C. Expense Allowability / Fiscal Documentation:

- 1) Invoices, received from a Provider and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- 2) Provider shall maintain for review and audit and supply to the State, upon request, auditable documentation of all amounts claimed (encounters, expenses, revenues, etc.) pursuant to this Agreement to permit a determination of expense allowability.
- 3) If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records or backup documentation is nonexistent or inadequate, according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. By November 1 of each year:

- 1) Submit an annual CDHS Cost Report for the prior fiscal year ending June 30, to:

Regular U.S. Postal Service Mail:

Ca. Department of Health Services
Audits & Investigations
Audit Review & Analysis Section
1500 Capitol Avenue, MS 2109
PO Box 997417
Sacramento, CA 95899-7417

Overnight or Express Mail:

Ca. Department of Health Services
Audits & Investigations
Audit Review & Analysis Section
1500 Capitol Avenue, MS 2109
Sacramento, CA 95814

- 2) Email the prescribed electronic copies of the above annual CDHS Cost Report (CDHS Cost Report and Time Survey templates) to:

dhsaitcm@dhs.ca.gov

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

F. Comply with confidentiality requirements as specified in 42 U.S.C., Section 1396a (a) (7), 42 CFR, Section 431.300, W&I Code Section 14100.2 and 14132.47, and Title 22, CCR, Section 51009.

G. Submit TCM service claims in accordance with 42 CFR 433.51, Title 22, CCR,

Sections 51185, 51271, 51272, 51351, 51351.1, 51365, 51535.7, and 51492.

- H. Retain all necessary records for a minimum of three (3) years after the end of the quarter in which the expenditures were incurred for the TCM service. If an audit is in progress, all records relevant to the audit shall be retained until the completion of the audit or the final resolution of all audit exceptions, deferrals and/or disallowances. Records must fully disclose the name and Medi-Cal number or beneficiary identification code (BIC) of the person receiving the TCM service, the name of the provider agency and person providing the service, the date and place of service delivery, and the nature and extent of the TCM service provided. The Provider shall furnish said records and any other information regarding expenditures and revenues for providing TCM services, upon request, to the State and to the federal government.
- I. Be responsible for the acts or omissions of its employees and/or subcontractors.
- J. The conviction of an employee or subcontractor of the Provider, or of an employee of a subcontractor, of any felony or of a misdemeanor involving fraud, abuse of any Medi-Cal 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 Medi-Cal TCM Program. Failure to exclude a convicted individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.
- K. 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.
- L. Suspension or exclusion of an employee or a 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 Medi-Cal TCM Program. Failure to exclude a suspended or excluded individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.
- M. 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 Medi-Cal TCM Program, when such license, certificate, or registration is required for the provision of Medi-Cal TCM services. Failure to exclude an individual whose license, certificate, or registration has been revoked, suspended, or restricted from the provision of Medi-Cal TCM services may constitute a breach of this Agreement.
- N. Negotiate in good faith and execute a Memorandum of Understanding (MOU), when applicable, with Medi-Cal Managed Care Health Plan(s) serving beneficiaries in the same county as the TCM provider. This MOU**

must define the respective responsibilities of TCM and Medi-Cal Managed Care Health Plans in order to prevent duplication of services when beneficiaries are served by both TCM and Medi-Cal Managed Care Health Plan providers.

To the extent the Provider does not execute this MOU within four (4) months after the effective date of this Agreement; the Provider shall submit documentation substantiating its good faith efforts to enter into this MOU. Until such time as this MOU is executed, Provider shall submit monthly reports to DHCS documenting its continuing good faith efforts to execute this MOU and the justifications why this MOU has not been executed.

ARTICLE VIII – AGREEMENT EXECUTION

The undersigned hereby warrants that s/he has the requisite authority to enter into this amended Agreement on behalf of _____ (Local Government Agency) and thereby bind the above named Local Governmental Agency to the terms and conditions of the same.

Bob Buster

Provider Authorized Representative's Signature

Bob Buster

Print Name

Chairman, Riverside County Board of Supervisors

Title

4065 County Circle Dr. Riverside, CA 92503

Address

JUN 28 2011

Date

Geri Baucom

California Department of Health Services
Authorized Representative's Signature

Geri Baucom

Print Name

Chief, Administrative Claiming Local and Schools Section

FISCAL YEARS:

2007/2008

2008/2009

2009/2010

2010/2011

2011/2012

FORM APPROVED COUNTY COUNSEL

BY: *Neal R. Kipnis*
NEAL R. KIPNIS

DATE

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ATTEST:
KECIA HARPER-IHEM, Clerk
By *Kecia Harper-Ihem*
DEPUTY

ACCESS Branch Chief

Title

Department of Health Care Services

Name of Department

1501 Capitol Avenue, MS4603

Sacramento, CA 95899-7413

Address

7-29-11

Date