

**SANTA BARBARA COUNTY
BOARD AGENDA LETTER**



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Agenda Number:
Prepared on: 3/17/04
Department Name: Public Health
Department No.: 041
Agenda Date: 5/18/04
Placement: Administrative
Estimate Time:
Continued Item: NO
If Yes, date from:

TO: Board of Supervisors

FROM: Roger E. Heroux, MPA, Director
Public Health Department

STAFF CONTACT: Nancy Leidelmeijer, Cost Analyst
Public Health Department Fiscal Division (681-5188)

SUBJECT: Agreement with California Department of Health to Participate in Targeted Case Management (TCM) claiming for FY 2004-2007

Recommendation(s):

That the Board of Supervisors:

Approve and execute an Agreement 42-0407 with the State of California Health Services Department for Targeted Case Management (TCM) services allowable for Federal financial participation (FFP), for the three year period of July 1, 2004 through June 30, 2007, for an amount subject to approval by the State.

Alignment with Board Strategic Plan:

The recommendation(s) are primarily aligned with:

Goal No. 2.: Ensure a Safe and Healthy Community in which to Live, Work and Visit.

Executive Summary and Discussion:

This is the sixth renewal of an Agreement for TCM. The Agreement establishes the responsibilities and mutual objectives of Santa Barbara County and the State Department of Health Services (SDHS) relating to the provision of TCM services to eligible Medi-Cal beneficiaries. These mutual objectives are to assist eligible individuals in gaining access to needed medical, social, educational, and other services.

The administrative purpose of these Agreements, executed after the actual applicable terms during which the services were rendered, are technical requirements permitting the County to claim monies for services which, for the most part, we have been required to carry out in the course of other service requirements or mandates. They permit the County to access Federal money for services that the State of California has chosen not to match through appropriated funds.

Mandates and Service Levels:

Authorizing these Agreements does not alter programs or service levels. Programs for which FFP is claimed through these Agreements operate under various mandates (Title 42, USC, Section 1396 et seq. and Welfare and Institutions (W&I) Code, Division 9, Part 3, Chapter 7 (commencing with Section 14000) and service level requirements in the Public Health Department, the Public Guardian under the Treasurer/Tax Collector, the Probation Department and in the community-based organization, Sojourn Services, Inc.

Fiscal and Facilities Impacts:

Execution of this agreement will not increase the use of general fund dollars by the Public Health Department.

The revenues for TCM were incorporated in the recommended Public Health Department FY 2004-05 budget in the amount of \$2,000,000, based on the TCM cost reports submitted for Santa Barbara County. This recommended action does not alter requirements for facilities in any way.

Special Instructions:

Please sign and return four (4) copies of the TCM agreement signature sheet, and two (2) copies of the minute order to the PHD Contracts Unit, 300 North San Antonio Road, Bldg 8, Santa Barbara, CA 93110
ATTN: Margaret A. Granger (805) 681-5367.

Concurrence:

Not applicable.

**MEDI-CAL TARGETED CASE MANAGEMENT
PROVIDER PARTICIPATION AGREEMENT**

Provider Name:
County of Santa Barbara

Provider Number:
42-0407

ARTICLE I – STATEMENT OF INTENT

The purpose of this Agreement is to set out responsibilities of the qualified Local Governmental Agency, hereinafter referred to as Provider, and the California Department of Health Services, hereinafter referred to as the State, relative to the provision of targeted case management (TCM) services to eligible Medi-Cal beneficiaries. The mutual objectives of the Provider and the State are to assist eligible individuals in gaining access to needed medical, social, educational, and other services ([see Title 42 United States Code [USC], Section 1396n[g][2]).

ARTICLE II – TCM PROVIDER RESPONSIBILITIES

By entering into this Agreement, the Provider shall:

- A. Comply with Title 42 USC, 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; State-issued policy directives; and with the 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.
- C. Designate an employee to act as the liaison with the State for issues concerning this Agreement.
- D. By November 1 of each year, submit an annual Cost Report for the prior fiscal year ending June 30 to:

California Department of Health Services
Medi-Cal Benefits Branch
Chief, Local and Schools Services Unit
1501 Capitol Avenue, MS 4600
P.O. Box 997413
Sacramento, CA 95899-7413

- E. Accept as payment in full reimbursements received for TCM services pursuant to this Agreement.
- F. Not discriminate against any person because of race, religion, political beliefs, color, national or ethnic origin, ancestry, mental or physical disability, medical condition, marital status, age, or sex.
- G. Comply with confidentiality requirements as specified in 42 USC, Section 1396a(a)(7); 42 CFR, Section 431.300; W&I Code Section 14100.2; and 22 CCR, Section 51009.
- H. Submit TCM service claims in accordance with 22 CCR, Sections 51185, 51271, 51272, 51351, 51351.1, 51365, 51535.7, and 51492.
- I. 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, 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 for providing TCM services, upon request to the State and to the Federal Government.
- J. Be responsible for the acts or omissions of its employees and/or subcontractors.

Submission of a falsified claim by a Provider shall constitute a breach of this Agreement. Submission of a claim by a Provider for which there is no supporting documentation shall constitute a breach of this Agreement.

The conviction of a Provider, 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 Provider, employee or subcontractor, or employee of a subcontractor from participation in the Medi-Cal TCM Program. Failure of a Provider to exclude a convicted individual from participation in the Medi-Cal TCM Program shall constitute a breach of this 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 a TCM Provider, employee or subcontractor, or 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 TCM Provider, employee or subcontractor, or employee of a subcontractor from participation in the Medi-Cal TCM Program. Failure of a TCM Provider to exclude a suspended or excluded individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.

Revocation, suspension, or restriction of the license, certificate, or registration of any TCM Provider, 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 of a TCM Provider 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.

ARTICLE III – STATE RESPONSIBILITIES

By entering into this Agreement, the State shall:

- A. Provide timely review of the TCM Cost Report and TCM invoices. The approved invoices shall then be scheduled for payment.
- B. Make available to the Provider training and technical support to enable the Provider to identify costs related to these activities, to submit proper claim documentation, and to use proper billing procedures.
- C. Designate a liaison with the Provider for issues regarding this Agreement. All such issues shall be directed to:

California Department of Health Services
Medi-Cal Benefits Branch
Chief, Local and Schools Services Unit
1501 Capitol Avenue, MS 4600
P.O. Box 997413
Sacramento, CA 95899-7413

ARTICLE IV – GENERAL PROVISIONS

- A. This document constitutes the entire agreement between the parties. Any condition, provision, agreements, or understanding not stated in this Agreement shall not affect any rights, duties, or privileges in connection with this Agreement.
- B. The term “days” as used in this Agreement shall mean calendar days unless otherwise specified.
- C. The State shall have the right to access, examine, monitor, and audit all records, documents, conditions, and activities of the Provider and its subcontractors related to the TCM services provided pursuant to this Agreement.
- D. No covenant, condition, duty, obligation, or undertaking made a part of this Agreement shall be waived except by amendment of 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, 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.
- 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 party to this Agreement.

ARTICLE V – TERM OF AGREEMENT

- A. The term of this Agreement is from July 1, 2004, through June 30, 2007.
- B. 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 VI – FISCAL PROVISIONS

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

- A. Upon the Provider's compliance with all provisions pursuant to this Agreement and 22 CCR, Division 3 (commencing with Section 50000), and upon the submission of a Summary Invoice based on valid and substantiated information, the State agrees to process the Summary Invoice for reimbursement.
- B. The attached Exhibit A, entitled "Federal Contract Funds," is incorporated by reference and made part of this Agreement as though fully set forth herein.
- C. Transfer of funds is contingent upon the availability of federal financial participation.

ARTICLE VII – LIMITATION OF STATE LIABILITY

- A. Notwithstanding any other provision of this Agreement, the State shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims for providing TCM services pursuant to W&I Code Section 14132.44, less the amounts already remitted to the State pursuant to W&I Code Section 14132.44(m) for the disallowed claim.
- B. To the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services, the State shall recoup from the Provider, through offsets or by a direct billing, amounts equal to the amount of the disallowance and interest, in that fiscal year, less the amounts already remitted to the State pursuant to W&I Code Section 14132.44 (m), for the disallowed claim. All subsequent claims submitted to the State applicable to any previously disallowed claim may be held in abeyance, with no payment made, until the federal disallowance issue is resolved.

- C. Notwithstanding paragraphs A and B above, to the extent that a federal audit disallowance and interest results from a claim or claims for which the Provider has received reimbursement for TCM services provided by a nongovernmental entity under contract with, and on behalf of, the Provider, the State shall be held harmless by the Provider for one-hundred percent (100%) of the amount of any such federal audit disallowance and interest, less the amounts already admitted to the State pursuant to W&I Code Section 14132.44(m), for the disallowed claim.

EXHIBIT A

FEDERAL CONTRACT FUNDS

- A. It is mutually understood between the State and Provider that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of the State and Provider, in order to avoid program and fiscal delays that would occur if the Agreement were executed after the determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect in any manner the provisions, terms, or funding of this Agreement.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

ARTICLE VIII – EXECUTION

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

Provider Authorized Representative's Signature

FISCAL YEARS: 2004/2005 2005/2006 2006/2007
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Print Name
JOSEPH CENTENO

Title
CHAIR, BOARD OF SUPERVISORS

Address
C/o Public Health Department
300 N. San Antonio Road, Bldg 8
Santa Barbara, CA 93110

Date

Department of Health Services Authorized Representative's Signature

Elizabeth Touhey
Print Name

Chief, Local and Schools Services Unit
Title

California Department of Health Services
Address

1501 Capitol Avenue, MS 4600
Sacramento, CA 95899-7413
Address

Date

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Title

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Date

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Elizabeth Touhey

Print Name

Chief, Local and Schools Services Unit

Title

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FISCAL YEARS: 2004/2005 2005/2006 2006/2007
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Date

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Elizabeth Touhey

Print Name

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