

Name of Provider: Shasta County
PPA #: 45-17EVRGRN

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

Name of Provider: Shasta

PPA # 45-17EVRGRN

The parties agree that this Provider Participation Agreement replaces the prior Provider Participation Agreement # 45-1318A, dated September 11, 2015 by replacing 45-1318A in its entirety.

1. PARTIES AND AUTHORITY

This Provider Participation Agreement (Agreement) sets out the responsibilities of the qualified local governmental agency (Provider), and California Department of Health Care Services (DHCS), for the provision of Targeted Case Management (TCM) services to eligible Medi-Cal beneficiaries, pursuant to Welfare and Institutions (W & I) Code Section 14132.44. This Agreement constitutes the entire TCM agreement between the Provider and DHCS and is subordinate to the Medi-Cal Provider Agreement (DHCS Form 6208) entered into by the Provider in conjunction with the Provider's enrollment in the Medi-Cal Program.

2. TERM AND TERMINATION OF THE AGREEMENT

This Agreement will be effective on July 01, 2017, and shall continue in full force and effect until terminated by either party.

Termination without Cause: Either party may terminate this Agreement by providing the other party with 30 days advance written notice of intent to terminate. Termination shall result in Provider's immediate disenrollment from the TCM program on the termination date and exclusion (without formal hearing under the Administrative Procedure Act) from further participation in the TCM program unless and until such time as Provider is re-enrolled by DHCS in the TCM program.

Termination for Cause: This Agreement shall be automatically terminated or suspended if the Provider's DHCS Form 6208 is terminated or Provider is suspended under the terms of the DHCS Form 6208, respectively. This Agreement's automatic termination or suspension shall be effective the same date as the Provider's DHCS Form 6208 termination or Provider's suspension. Termination will result in Provider's immediate disenrollment and exclusion (without formal hearing under the Administrative Procedure Act) from further providing service under the TCM program.

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3. CONTACT PERSONS

A. The contact persons during the term of this Agreement are:

Department of Health Care Services Shelly Taunk, Chief County-Based Claiming and Inmate Services Section Telephone: (916) 322-2551 Fax: (916) 324-0738 Email: Shelly.Taunk@dhcs.ca.gov	Provider Name: Robin Harris Telephone: (530) 225-5918 Fax: (530) 225-5555 Email: rmharris@co.shasta.ca.us
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B. Direct all inquiries to:

Department of Health Care Services County-Based Claiming and Inmate Services Section Targeted Case Management Unit Attention: TCM Unit Chief Suite 71.3024, MS 4603 P.O. Box 997436 Sacramento, CA, 95899-7436 Phone: (916) 552-9056 Fax: (916) 324-0738 Email: DHCS-TCM@dhcs.ca.gov	Provider County of Shasta Health & Human Services Agency Attn: MAA/TCM Coordinator P.O. Box 496005 Redding, CA 96049-6005 Phone: (530) 225-5918 Fax: (530) 225-5555 Email: rmharris@co.shasta.ca.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

4. PROVIDER RESPONSIBILITIES

By entering into this Agreement, the Provider agrees to:

A. Ensure all applicable State and federal requirements are met with regard to Expense Allowability / Fiscal Documentation:

- 1) TCM Summary Invoices, received from a Provider and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- 2) Supporting documentation of all amounts invoiced shall be maintained for review and audit, and supplied to DHCS upon request, pursuant to this Agreement to permit a determination of expense allowability.

- a) If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate, according to generally accepted accounting principles or practices, all questioned costs may be disallowed and payment may be withheld or recouped by DHCS. Upon receipt of adequate documentation supporting a disallowed or questioned expense, reimbursement may resume for the amount substantiated and deemed allowable.
- B. TCM providers and their subcontractors are considered contractors solely for the purposes of U.S. Office of Management and Budget Uniform Guidance (Title 2 of the Code of Federal Regulations, Part 200, and, specifically, 2 CFR 200.330). Consequently, as a contractor, as distinguished from subrecipient, a Dun and Bradstreet Universal Numbering System (DUNS) number is not required.
- C. Designate MEDS Access Liaisons responsible for working directly with DHCS in requesting MEDS access for county/city TCM staff. All MEDS Access Liaisons shall sign a MEDS Oath of Confidentiality provided by DHCS. This Liaison is responsible for maintaining an active list of Provider users with MEDS access and collecting a signed Oath of Confidentiality from each user. The Liaison is responsible for ensuring users are informed they cannot share user accounts, that MEDS is to be used for only authorized purposes, and that all activity is logged. DHCS will only accept account requests from an authorized MEDS Access Liaison. The Liaison may be changed by written notice to DHCS. The MEDS Authorization Liaison should be an employee at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. DHCS will only accept account requests from an authorized MEDS Access Liaison. DHCS will determine the number of county/city TCM staff allowed to access MEDS. DHCS may deny access to MEDS at its discretion.
- 1) The MEDS Access Liaison will provide, assign, delete, and track user log-in identification codes generated through DHCS to authorized TCM staff members upon request. The processing of log-in identification codes will be submitted electronically to DHCS to activate (i.e., add, delete, or reset) MEDS access upon receipt.
 - 2) The Liaison is responsible for ensuring processes are in place which result in prompt MEDS account deletion requests when Provider users leave employment or no longer require access due to change in job duties. The Liaison must perform a monthly reconciliation to identify account termination process violations and ensure corrective actions are implemented.
- D. Adhere to the following documents and any subsequent updates that are not attached, but are incorporated herein and made a part hereof by this reference. The Provider is required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may

be updated periodically by DHCS, as required by program directives or changes in law or policy. Unless otherwise indicated, DHCS shall provide the Provider with copies of said documents at or before the agreement is presented to the Provider for review, acceptance, and signature and will require acknowledgement of receipt. Periodic updates to the below listed documents that are not electronically accessible via the Internet, an Extranet link or other mechanism will be presented to the Provider under separate cover and acknowledgement of receipt will be required. DHCS will maintain on file, all documents referenced herein and any subsequent updates.

1) Information Exchange Agreement (IEA) between the Social Security Administration and the California Department of Health Care Services (State Agency).

a) The specific sections of the IEA and attachments with substantive privacy and security requirements, which are to be complied with by the Provider are in the following:

- (1) Section E: Security Procedures
- (2) Section F: Contractor/Agent Responsibilities
- (3) Section G: Safeguarding and Reporting Responsibilities for PII.
- (4) Attachment 1: Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS)
- (5) Attachment 2: Authorized Data Exchange System(s).
- (6) Attachment 3: Electronic Information Exchange Security Requirements and Procedures.
- (7) Attachment 4: Worksheet for Reporting Loss or Potential Loss of Personally Identifiable Information

E. By November 1 of each year:

1) Submit an annual electronic TCM Cost Report for the service period of July 1 through June 30 to dhsaitcm@dhcs.ca.gov

a) Electronic mail (e-mail) submission shall include the following completed documents:

- (1) Completed Cost Report Template signed and scanned (PDF)
- (2) Completed Cost Report Template (Excel)
- (3) LGA certification page signed and scanned (PDF)
- (4) Non-LGA LPE Certification and LGA Attestation Statements for TCM Cost Report signed and scanned (PDF), if applicable.

b) Each e-mail submission shall follow the example below when naming the electronic files for the e-mail submission of the Cost Report:

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Example:

2013 Santa Cruz CR.xls (Fiscal Year [FY] 2013-14 Santa Cruz Cost Report, Excel version)
2013 Santa Cruz CR.PDF (FY 2013-14 Santa Cruz Cost Report, signed and scanned PDF version)

- c) Each e-mail submission shall follow the example below when naming the e-mail for the submission of the Cost Report:

Example:

Name of LGA, LGA Code, Fiscal Year End Date (FYE), Part xx.
Santa Cruz County 44 FYE 063014 Part 1 of 3

- F. Accept payments as reimbursement in full as received for TCM services pursuant to this Agreement. Payments are subject to be reviewed and audited by DHCS and Centers for Medicare and Medicaid (CMS).
- G. Submit TCM Summary Invoices in accordance with 42 CFR 433.51, Title 22 CCR Sections 51185, 51271, 51272, 51351, 51351.1, 51365, 51535.7, and 51492, and ensure TCM Summary Invoices are postmarked within 12 months from the date of service.
- H. Execute a Memorandum of Understanding (MOU) with Medi-Cal Managed Care Health Plan(s) serving beneficiaries in the same county as the Provider when the Provider is in a Geographic Managed Care, Two-Plan Managed Care, Regional Model, Imperial Model, San Benito Model, or County Organized Health System county in accordance with State issued policy directives, including Policy and Procedure Letters (PPLs) and federal directives, all as periodically amended. The MOU will serve to define the respective responsibilities between LGA's TCM program and Medi-Cal Managed Care Health Plans and must include coordination protocols to ensure non-duplication of services provided to beneficiaries in common.

5. DHCS RESPONSIBILITIES

By entering into this Agreement, DHCS agrees to:

- A. Establish an all-inclusive interim rate for the Provider to claim for TCM services.
- B. Provide the TCM program with inquiry-only MEDS accounts. These MEDS accounts will be used by Providers to perform various activities, including but not limited to, providing specialized case management services to Medi-Cal eligible

individuals in a defined target population to gain access to needed medical, social, educational, and other services.

- C. Perform settlement reconciliation to reflect the actual costs the Provider incurred in providing TCM services to Medi-Cal beneficiaries.
- D. Review and process TCM Summary Invoices within 24 months from the date of service. Upon review, processing, and approval of valid TCM encounters, TCM Summary Invoices shall then be scheduled for payment.
- E. Provide training and technical assistance to enable the Provider to identify costs related to proper invoicing documentation and billing procedures. The State will provide oversight to ensure compliance with the W&I Code Section 14132.44 and all other governing federal and State laws and regulations.

6. FISCAL PROVISIONS

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

- A. Upon the Provider's compliance with all provisions pursuant to W&I Code Section 14132.44, Title 22 CCR Division 3 (commencing with Section 50000), and this Agreement, and upon the submission of a TCM Summary Invoice, based on valid and substantiated information, DHCS agrees to process the TCM Summary Invoice for reimbursement.
- B. Transfer of funds is contingent upon the availability of federal financial participation (FFP).
- C. The Provider shall verify the certified public expenditure (CPE) from the Provider's General Fund, or from any other funds allowed under federal law and regulation, for Title XIX funds claimed for TCM services performed pursuant to W&I Code Section 14132.44. DHCS shall deny payment of any TCM Summary Invoice submitted under this Agreement, if it determines that the certification is not adequately supported for purposes of FFP. Expenditures certified for TCM costs shall not duplicate, in whole or in part, claims made for the costs of direct patient services.
- D. Failure to timely submit cost reports, or other documents to verify CPE, by the Provider within the statutory, regulatory, or contractual deadline shall entitle DHCS to declare any funds forwarded to the Provider for the cost report period as an overpayment and recoup the funds.
- E. It is mutually agreed that if the Budget Act for the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event DHCS shall have no liability to pay any funds whatsoever to the Provider

or to furnish any other considerations under this Agreement and the Provider shall not be obligated to further provide services under the TCM program.

- F. If funding for any FY is reduced or deleted by the Budget Act for purposes of the TCM Program, DHCS shall have the option to either cancel this Agreement, with no liability occurring to DHCS, or offer an agreement amendment to the Provider to reflect the reduced amount.

7. LIMITATION OF STATE LIABILITY

- A. Notwithstanding any other provision of this Agreement, DHCS shall be held harmless from any federal audit disallowance and interest resulting from payments made by the federal Medicaid program as reimbursement for claims providing TCM services pursuant to W&I Code Section 14132.44, for the disallowed claim or claims, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).
- 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, DHCS shall recoup from the Provider, upon written notice, amounts equal to the amount of the disallowance and interest in that FY for the disallowed claim or claims. All subsequent TCM Summary Invoices submitted to DHCS applicable to any previously disallowed claim or claims, may be held in abeyance, with no payment made, until the federal disallowance issue is resolved, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).
- C. Notwithstanding sections 2, 6E, and 6F, 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, DHCS shall be held harmless by the Provider for 100 percent of the amount of any such federal audit disallowance and interest, for the disallowed claim or claims, less the amounts already remitted to DHCS pursuant to W&I Code Section 14132.44(m).
- D. Notwithstanding sections 2, 6E, and 6F, the Provider agrees that when it is established upon audit or reconciliation that an overpayment, or other recovery determination, has been made, DHCS and Provider shall follow current laws, regulations, and State issued policy directives, including PPLs for the proper treatment of identified overpayment.
- E. DHCS reserves the right to select the method to be employed for the recovery of an overpayment, or other recovery determination.
- F. Overpayments may be assessed interest charges, and may be assessed penalties, in accordance with W&I Code Sections 14171(h) and 14171.5, respectively.

8. AMENDMENT

Should either party, during the term of this Agreement, desire a change or amendment to the Articles of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through a process that is mutually agreeable to both DHCS and the Provider. No amendment will be considered binding on either party until it is approved by DHCS.

9. GENERAL PROVISIONS

- A. This document constitutes the entire Agreement between the parties pertaining to the TCM program. Notwithstanding the DHCS Form 6208, any condition, provision, agreement or understanding not stated in this Agreement shall not affect any rights, duties, or privileges in connection with the terms of this Agreement. If there is a conflict between this Agreement and the DHCS Form 6208, then the DHCS Form 6208 shall control. Form 6208 hereby is incorporated by reference and is made part of this Agreement.
- B. The term "days" as used in this Agreement shall mean calendar days unless specified otherwise.
- C. The provisions and obligations of this Agreement cannot be waived or altered except through an amendment made in accordance with Section 8.
- D. 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.

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TCM AGREEMENT EXECUTION

The undersigned agent agrees to the terms above, and enters into this Agreement on behalf of County of Shasta (Local Governmental Agency). This Agreement does not go into force until signed by California Department of Health Care Services.

Provider Authorized Contact Person's Signature

DAVID A. KEHOE

Print Name

Chairman, Shasta County Board of Supervisors

Title

P.O. Box 496005, Redding, CA 96049-6005

Address

Date

ATTEST:

LAWRENCE G. LEES

Clerk of the Board of Supervisors

By: _____

Deputy

Approved as to form:

RUBIN E. CRUSE, JR.

County Counsel

By: _____

Alan B. Cox

Deputy County Counsel

RISK MANAGEMENT APPROVAL

By: _____

James Johnson

Risk Management Analyst

California Department of Health Care Services
Authorized Contact Person's Signature

Print Name

Chief, Safety Net Financing Division

Title

Department of Health Care Services

Name of Department

1501 Capitol Avenue, MS 4603, Sacramento, CA 95899-7413

Address

Date

INFORMATION TECHNOLOGY
APPROVAL

By: _____

Tom Schreiber

Chief Information Officer