

**MEDI-CAL TARGETED CASE MANAGEMENT
AMENDMENT A TO
PROVIDER PARTICIPATION AGREEMENT**

Name of Provider: Orange County

PPA #30-1318A

The parties agree that this Amendment A updates Provider Participation Agreement (PPA) # 30-1318, dated 09/30/2013 by amending the PPA in its entirety. This Amendment A removes all provisions of the PPA and inserts the following provisions effective on July 1, 2015.

1. STATEMENT OF INTENT

- A. The Articles of this Provider Participation Agreement, hereinafter referred to as the Agreement, set out the responsibilities of the qualified local governmental agency, named above and hereinafter referred to as Provider, and California Department of Health Care Services (DHCS), hereinafter referred to as the State or DHCS, relative to the provision of Targeted Case Management (TCM) services to eligible Medi-Cal beneficiaries.
- B. The Articles begin with STATEMENT OF INTENT and end with AGREEMENT EXECUTION.
- C. The mutual objectives of the Provider and DHCS are defined in, and governed by, 42 U.S.C. Section 1396n(g).

2. TERM OF AGREEMENT

The term of this Agreement is from July 1, 2013, through June 30, 2018.

3. CONTACT PERSONS

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

<p>Department of Health Care Services Michelle Kristoff, Chief Administrative Claiming Local & School Services Branch Telephone: (916) 341-6106 Fax: (916) 324-0738 Email: Michelle.Kristoff@dhcs.ca.gov</p>	<p>Provider Name: Telephone: Fax: Email:</p>
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- 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.

D. Possess a Dun and Bradstreet Universal Numbering System (DUNS) Number. Per 2 CFR Part 25 Section 200 (C) (1), the DUNS number is required in order to receive Federal Financial assistance, or reimbursement for services provided. The DUNS number is a unique nine-digit identification number provided by Dun & Bradstreet and must be provided to DHCS prior to any invoice payment processing. LGAs are also required to include language in contracts with its subcontractors requiring them to obtain a DUNS number prior to receipt of federal funds. Failure for an LGA or their subcontractor(s) to possess a DUNS number may result in an LGA not being qualified to receive an award (2 CFR part 25 Section 205 (b)).

- 1) If an LGA is authorized to make subawards under this award, the LGA may not make a subaward to a subcontractor unless the subcontractor has provided the LGA with their own DUNS number.

E. Ensure all employees or subcontractors, or employees of subcontractors comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Addendum (Exhibit A), attached hereto and made part of this Agreement. Subcontractors included, but are not limited, to Local Public Entities (LPEs) and County Based Organizations (CBOs).

F. 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. DHCS will only accept account requests from an authorized MEDS Access Liaison.

- 1) The MEDS Access Liaison will provide, assign, delete, and track user log-in identification codes generated through DHCS to authorized 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.

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2) Comply with all provisions of the current Computer Matching and Privacy Protection Act Agreement (CMPPA) between the Social Security Administration (SSA) and the California Health and Human Services Agency (CHHSA); and the DHCS Information Exchange Agreement (IEA) with SSA. These data sharing agreements establish terms, conditions, and safeguards under which SSA agrees to disclose information relating to the eligibility for, and payment of, Social Security Income, Special Veterans Benefits, including certain tax return information as authorized by 26 U.S.C. 6103. These agreements are hereby incorporated by reference and made part of this Agreement.

G. By November 1 of each year:

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

a) Electronic email 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 electronic email submission shall follow the example below when naming the electronic files for the email submission of the Cost Report:

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 electronic email submission shall follow the example below when naming the email 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

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- H. 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).
- I. Comply with confidentiality requirements as specified in 42 U.S.C. Section 1396a (a)(7), 42 CFR Section 431.300, W&I Code Sections 14100.2 and 14132.47, and Title 22 CCR Section 51009.
- J. 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.
- K. Provide, for audit purposes and in accordance with State issued policy directives, including Policy and Procedure Letters (PPLs), all records in support of allowable TCM services. These must be maintained for the greater of (a) three fiscal years after the end of the quarter the LGA receives reimbursement from DHCS for the expenditures incurred, or (b) three fiscal years after the date of submission of the original or amended TCM cost report, whichever is later pursuant to W&I Code Section 14170. If an audit is in progress, or is identified as forthcoming, all records relevant to the audit shall be retained throughout the audit's duration or the final resolution of all audit exceptions, deferrals and/or disallowances whichever is greater until appeals have finished.
 - 1) Records must fully disclose:
 - a) The name and Medi-Cal number or the beneficiary identification code of the person receiving the TCM service.
 - b) The name of the Provider of TCM services and person providing the service.
 - c) The date and place of service delivery, and the nature and extent of the TCM service provided.
 - 2) 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.
- L. Be responsible for the acts or omissions of its employees and/or subcontractors.
 - 1) 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

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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.

- 2) 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.
- 3) 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.
- 4) 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.

5) Failure of any employee or subcontractor, or an employee of a subcontractor, to comply with the UC HIPAA Business Associate Addendum (Exhibit A) 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 an excluded individual from participation in the Medi-Cal TCM Program shall constitute a breach of this Agreement.

- M. 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 PPLs and federal directives, all as periodically amended. The MOU will serve to define the respective responsibilities between TCM and Medi-Cal Managed Care Health Plans and must include coordination protocols to ensure non-duplication of services provided to beneficiaries in common.

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N. Abide by the following documents, as incorporated herein and made a part of this Agreement by this reference.

1) TCM Special Terms and Conditions (Exhibit D (F)).

2) HIPAA Business Associate Addendum (Exhibit A).

3) CCC 307 - Certification.

4) GTC 610 - General Terms and Conditions.

<http://www.ols.dgs.ca.gov/Standard+language>

5. DHCS RESPONSIBILITIES

By entering into this Agreement, DHCS agrees to:

A. Establish one all-inclusive interim rate for the Provider to claim for TCM services.

B. Perform settlement reconciliation to reflect the actual costs the Provider incurred in providing TCM services to Medi-Cal beneficiaries.

C. 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.

D. 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. 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.

7. TERMINATION

Either party may terminate this Agreement, without cause, by delivering a signed, written notice of termination to the other party at least (30) days prior to the effective date of termination.

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8. GENERAL PROVISIONS

- A. This document constitutes the entire agreement between the parties. Any condition, provision, agreement, or understanding not stated in the Articles of 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 specified otherwise.
- C. The State shall have the right to access, examine, monitor, and audit all records, documents, conditions, and activities of the Provider and its subcontractor 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 herein, 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.
- F. DHCS intends to avoid any real or apparent conflict of interest on the part of the Provider, subcontractors, or employees, officers and directors of the Provider or subcontractors. Thus, DHCS 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 is found to exist, to require the Provider to submit additional information or a plan for resolving the conflict, subject to DHCS’ review and prior approval.
 - 1) Conflicts of interest include, but are not limited to:
 - a) An instance where the Provider or any of its subcontractors, or any employee, officer, or director of the Provider or any subcontractor 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 this Agreement.
 - b) An instance where the Provider’s or any subcontractor’s employees, officers, or directors use their positions for purposes that are, or give the

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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.

- 2) If DHCS is or becomes aware of a known or suspected conflict of interest, the Provider will be given an opportunity to submit additional information or to resolve the conflict. A Provider with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHCS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the contract. DHCS may, at its discretion upon receipt of a written request from the Provider, authorize an extension of the timeline indicated herein.

9. 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. 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 perform any provisions of this Agreement.
- E. 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

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no liability occurring to DHCS, or offer an agreement amendment to the Provider to reflect the reduced amount.

10. 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 paragraphs 10.A. and 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 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. The Provider agrees that when it is established upon audit that an overpayment 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.
- 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.

[Remainder of page is left intentionally blank.]

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AMENDMENT A EXECUTION

The undersigned hereby warrants that s/he has the requisite authority to enter into this Amendment on behalf of _____ (Local Governmental Agency) and thereby bind the above named Local Governmental Agency to the terms and conditions of the same. This Amendment does not go into force until signed by California Department of Health Care Services.

Provider Authorized Contact Person's Signature

Print Name

Title

Address

Date

FISCAL YEARS:
2013-14
2014-15
2015-16
2016-17
2017-18

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

Michelle Kristoff
Print Name

Chief, Administrative Claiming Local & School Services Branch
Title

Department of Health Care Services
Name of Department

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

Date