

32852

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

Name of Provider: City of Long Beach

Provider # 61-0713A2

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 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. The mutual objectives of the Provider and the State are defined in 42 U.S.C., Section 1396n (g) (2).

ARTICLE II – TERM OF AGREEMENT

- A. The term of this Agreement is from July 1, 2007 through June 30, 2013.
- B. Either party may terminate this Agreement, without cause, by delivering written notice of termination to the other party at least (30) days prior to the effective date of termination.

ARTICLE III – TCM PROVIDER RESPONSIBILITIES

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, the California Medicaid State Plan, 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.

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 DHCS Cost Report for the prior fiscal year ending June 30, to:

Regular U.S. Postal Service Mail:

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

Overnight or Express Mail:

Department of Health Care 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 DHCS Cost Report (DHCS 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.

Incorporated Exhibits

The following exhibits are hereby incorporated herein and made a part of this Agreement by this reference.

Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement – 5 pages).

General Term and Conditions (GTC 306) – (Not attached - view this exhibit at <http://www.ols.dgs.ca.gov/Standard+Language>).

HIPAA Business Associate Addendum – (Attached hereto as part of this agreement - 7 pages).

ARTICLE IV – STATE RESPONSIBILITIES

By entering into this Agreement, the State agrees to:

- 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, proper claim 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.

Project Representatives

A. The project representatives during the term of this agreement will be:

<p>Department of Health Care Services Daniel Dias, Chief Targeted Case Management Unit Telephone: (916) 552-9056 Fax: (916) 324-0738 Email: Daniel.Dias@dhcs.ca.gov</p>	<p>Provider Name: Patrick West Telephone: (562) 570-6916 Fax: (562) 570-7650 Email: Patrick.West@longbeach.gov</p>
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B. Direct all inquiries to:

<p>Department of Health Care Services Administrative Claiming Local & Schools Section Targeted Case Management Unit Attention: Denise Boyd Suite 71.4001, MS 4603 P.O. Box 997436 Sacramento, CA, 95899-7417 Telephone: (916) 552-9274 Fax: (916) 324-0738 Email: Denise.Boyd@dhcs.ca.gov</p>	<p>Provider City of Long Beach Department of Health and Human Services Attention: Denise Tong 2525 Grand Avenue, Long Beach, CA 90815 Telephone: (562) 570-4278 Fax: (562) 570-4099 Email: Denise.Tong@longbeach.gov</p>
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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.

ARTICLE V – GENERAL PROVISIONS

- A. This document constitutes the entire agreement between the parties. Any condition, provision, agreement 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 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 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.

Department Reorganization

- A. The parties to this agreement acknowledge that the California Public Health Act of 2006 (Act; Senate Bill 162, Chapter 241, Statutes 2006), effective July 1, 2007, establishes the California Department of Public Health (CDPH) and renames the California Department of Health Services (DHCS) as the California Department of Health Care Services (DHCS).
- B. Agreements approved before July 1, 2007 shall continue in full force and effect, with the renamed DHCS and the newly formed CDPH assuming all of the rights, obligations, liabilities, and duties of the former DHCS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments.
- C. Agreements approved on or after July 1, 2007 that refer to DHCS shall be interpreted to refer to the renamed DHCS or the newly formed CDPH, as appropriate under the terms of the agreement. DHCS or CDPH, as appropriate under the terms of the agreement, shall assume all of the rights, obligations, liabilities, and duties of the former DHCS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments. The assumption by each department shall not in any way affect the rights of the parties to the agreement.
- D. As a result of the departmental reorganization discussed above, various DHCS programs may experience a physical relocation, change in personnel, change in procedures, or other effect. If this agreement is impacted by SB 162, DHCS reserves the right, without initiation of a formal amendment, to issue one or more written notices

to the Contractor supplying alternate information and/or instructions regarding invoicing, document addressing, personnel changes, and/or other procedural changes.

Amendment Process

Should either party, during the term of this agreement, desire a change or amendment to the terms 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 the State and the Provider. No amendment will be considered binding on either party until it is approved by the State.

Avoidance of Conflicts of Interest by the Provider

- A. The State 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, the State 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 the State's review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) 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 the contract.
 - 2) An instance where the Provider's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the 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.
- C. If the State 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 the State to provide complete information

regarding the suspected conflict. If a conflict of interest is determined to exist by the State and cannot be resolved to the satisfaction of the State, the conflict will be grounds for terminating the contract. The State may, at its discretion upon receipt of a written request from the Provider, authorize an extension of the timeline indicated herein.

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 W&I Code Section 14132.44, Title 22 CCR, Division 3 (commencing with Section 50000), and this agreement, 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. Transfer of funds is contingent upon the availability of federal financial participation (FFP).
- C. Provider shall certify 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 performed pursuant to W&I Code Section 14132.44. The State shall deny payment of any 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. The following certification statement shall be made on each Summary Invoice submitted to the State for payment for the performance of TCM:

"I certify under penalty of perjury that the information provided on this invoice is true correct, based on actual Targeted Case Management encounters for the period claimed, and that the funds/contributions expended, as necessary for Federal Matching funds pursuant to the requirement of 42 CFR 433.51, are for allowable Targeted Case Management activities and that these claimed encounters have not previously been nor shall not subsequently be claimed in this or any other program. I have notice that this information is to be used for filing of a claim with Federal Government for Federal funds and that knowing misrepresentation constitutes violation of the Federal False Claims Act."

Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of 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, the State shall have no liability to pay any funds whatsoever to Provider or to furnish any other

considerations under this Agreement and Provider shall not be obligated to perform any provisions of this Agreement.

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement, with no liability occurring to the State, or offer an agreement amendment to Provider to reflect the reduced amount.

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 providing TCM services pursuant to W&I Code Section 14132.44, for the disallowed claim, less the amounts already remitted to the State 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, the State shall recoup from the Provider, upon written notice, amounts equal to the amount of the disallowance and interest in that fiscal year 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, less the amounts already remitted to the State pursuant to W & I Code Section 14132.44 (m).
- 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, for the disallowed claim, less the amounts already remitted to the State pursuant to W & I Code Section 14132.44 (m).

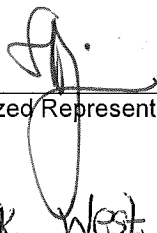
Recovery of Overpayments

- A. Provider agrees that when it is established upon audit that an overpayment has been made, the Department shall recover such overpayment in accordance with Title 22, CCR, Section 51047.
- B. The State reserves the right to select the method to be employed for the recovery of an overpayment.

- C. Overpayments may be assessed interest charges, and may be assessed penalties, in accordance with W&I Code, Sections 14171(h) and 14171.5, respectively.

ARTICLE VIII – AGREEMENT EXECUTION

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



Assistant City Manager

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.**


Provider Authorized Representative's Signature

Patrick West
Print Name

City Manager
Title

333 West Ocean Blvd., Long Beach, CA 90802
Address

9.28.12
Date


California Department of Health Care Services
Authorized Representative's Signature

Geri Baucom
Print Name

Chief, Administrative Claiming Local and Schools Section
Title

California Department of Health Services
Name of Department

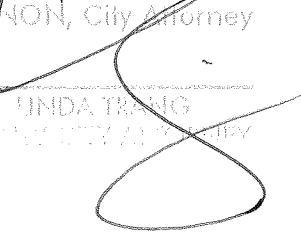
1501 Capitol Avenue, MS4603
Sacramento, CA 95899-7413
Address

10-15-12
Date

FISCAL YEARS:
2007/2008
2008/2009
2009/2010
2010/2011
2011/2012
2012/2013

APPROVED AS TO FORM

9/24, 2012
ROBERT E. SHANNON, City Attorney

By 
LINDA TRANG
CITY ATTORNEY