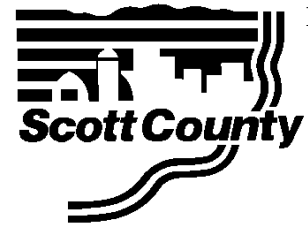


Community Services Department

600 W. 4th St.
Davenport, Iowa 52801



Item 09
10-08-13

(563) 326-8723 Fax (563) 326-8730

September 30, 2013

TO: Dee F. Bruemmer

FROM: Lori A. Elam

RE: Renewal of Contract for Case Management Services

Enclosed is the renewal contract for case management services between Scott County and the Iowa Department of Human Services (DHS). The contract is a three year contract for the period July 1, 2013 to June 30, 2016.

Scott County subcontracts with DHS for case management services for individuals with intellectual and developmental disabilities. Although the county does not pay for this service anymore as it is a Medicaid service, DHS requested that the counties enter into a contract. Under the MH Redesign, counties/regions are required to designate a case management entity. Scott County has always received quality service from DHS case management. Again there is no cost to the county for this service.

I will be available at the Committee of the Whole meeting to answer questions.

**COUNTY CONTRACT
FOR TARGETED CASE MANAGEMENT SERVICES**

This contract is entered into on this 1st day of July 2013, by and between Scott County (hereafter "Entity") and the Iowa Department of Human Services, Targeted Case Management Unit (hereafter "TCM Unit"), for the provision of targeted case management services.

RECITALS

WHEREAS, Iowa Code Chapter 225C requires each County of the State of Iowa to provide targeted case management services to persons with intellectual disabilities, brain injury, developmental disabilities, and chronic mental illness.

WHEREAS, the Iowa Department of Human Services has received a waiver from the United States Department of Health and Human Services to provide coverage under the Medicaid Program for a limited number of children needing behavioral health care services. This waiver is known as the Children's Mental Health Waiver.

WHEREAS, 441 Iowa Administrative Code Section 24.41 defines a targeted case management provider to mean the Iowa Department of Human Services, a county, or a consortium of counties; and

WHEREAS, pursuant to 2005 Iowa Acts, Chapter 117, Section 4, case management services are included in the services available under the waiver.

AGREEMENT

ARTICLE I

SERVICES TO BE PROVIDED

Section 1.1 Services to Persons Who are Medicaid Eligible (Check One):

- The Entity has determined that the TCM Unit will be the enrolled provider for all consumers.

- The Entity has been certified by the Department of Human Services, Division of Mental Health and Disability Services, as a provider of targeted case management services and has enrolled with Iowa Medicaid Enterprise to provide targeted case management services to persons in the designated categories (check those applicable):

- Persons with a Chronic Mental Illness
- Persons with an Intellectual Disability
- Persons with a Developmental Disability
- Children with a Severe Emotional Disturbance
- Persons with a Brain Injury

Section 1.2 Services to Persons Who are NOT Medicaid Eligible (Check One):

- The Entity authorizes the TCM Unit to accept applications from persons who are not Medicaid eligible and agrees to pay 100% of the costs of targeted case management services each month. The TCM Unit will apply eligibility criteria developed by the Entity.
- The Entity has established a process to review applications from non-Medicaid eligible persons who apply for targeted case management services, and is responsible for 100% of the costs of approved services, including targeted case management services.

Section 1.3 Other Services to be Provided:

1. The TCM Unit shall maintain a list of persons referred for targeted case management services. The number of persons on the referral list shall be provided to the Entity upon request.
2. The TCM Unit shall verify the Medicaid eligibility of all persons who apply for services.
3. The TCM Unit shall provide targeted case management services to those persons included in the Entity's plan. The Entity, as provided by law, assumes no responsibility for targeted case management service costs unless services are provided pursuant to **Section 1.2** above.
4. The TCM Unit will notify the Entity of all proposed amendments to 441 Iowa Administrative Code Chapter 24 and will consider the recommendations of the Entity with respect to those proposed amendments.

ARTICLE II
Cost of Targeted Case Management Services

The TCM Unit will set a projected unit rate for targeted case management services for Intellectual Disability/Developmental Disabilities/Chronic Mental Illness.

ARTICLE III
Contract Duration

This contract is effective July 1, 2013, through June 30, 2016, inclusive.

ARTICLE IV
Termination

1. This contract may be terminated by either party upon ninety (90) days written notice as set forth in Iowa Code Section 225C.20.

2. The Entity shall be responsible for ensuring that a new service provider is in place prior to the expiration of the ninety (90) day notice period. The Entity shall be responsible for payment of the unit rate for services provided by the TCM Unit prior to transfer to the new provider. Upon notice of termination of this contract, the TCM Unit will notify the current consumers that the Entity has terminated their contract with DHS-TCM and notify the consumer of their right to choose service providers.

ARTICLE V
Monitoring and Evaluation

All information regarding persons receiving targeted case management services is considered confidential and will be used and disseminated only in compliance with state and federal law.

ARTICLE VI
Billing

The Entity has selected the TCM Unit as its targeted case manager, and the TCM Unit shall bill the Iowa Medicaid Enterprise, the Iowa Managed Care Plan, or the County for the costs of providing Medicaid targeted case management services, in accordance with 441 Iowa Administrative Code Chapter 80.

ARTICLE VII
Administration

1. The Entity and the TCM Unit will comply with all applicable state and federal laws, rules, regulations, and court orders.
2. There are no third party beneficiaries to this contract.
3. This contract may not be assigned, transferred, or conveyed in whole or in part without the prior written consent of the other party.
4. This contract may be amended only upon written agreement of both parties.

IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth, the parties execute this contract through their duly authorized agents.

Chair, Scott County Board of Supervisors
_____ (Date)

Director or Authorized Designee
Iowa Department of Human Services
_____ (Date)

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES
THAT THIS RESOLUTION HAS BEEN FORMALLY
APPROVED BY THE BOARD OF SUPERVISORS ON

DATE

SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

OCTOBER 10, 2013

APPROVAL OF RENEWED CONTRACT BETWEEN DHS CASE MANAGEMENT
SERVICES AND SCOTT COUNTY

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. That the renewed contract between DHS Targeted Case Management and Scott County to provide services to individuals with intellectual and developmental disabilities is approved.

Section 2. That the Chairman is hereby authorized to sign said agreement.

Section 3. This resolution shall take effect July 1, 2013.