

MEDICAID REHABILITATION SERVICES CONTRACT

ALABAMA DEPARTMENT OF YOUTH SERVICES

AND

**BALDWIN COUNTY COMMISSION
FOR THE**

BALDWIN COUNTY REGIONAL RESIDENTIAL WILDERNESS PROGRAM

This **AGREEMENT** is made by and between the Alabama Department of Youth Services (hereinafter "DYS") and Baldwin County Commission for the Baldwin County Regional Residential Wilderness Program (hereinafter the "Contracted Provider") regarding the provision of Medicaid reimbursement for Medicaid-eligible recipients who are in the physical custody of the Contracted Provider and who have a primary mental illness, substance abuse, or unspecified psychosocial diagnosis and receive rehabilitative services in accordance with the Alabama State Plan for Medical Assistance Medicaid Administrative code, chapter 47, and the Medicaid Provider Manual, chapter 105 (hereinafter "State Plan"), has a effective date of **June 18, 2014** and an ending date of **June 17, 2016**.

WHEREAS, The Contracted Provider and **DYS** desire to enter into this agreement in order to assure needed services for certain Medicaid-eligible persons requiring rehabilitative services and to establish the basis for the services provided under this program; and

WHEREAS, the State Plan under Title XIX of the Social Security Act provides for coverage of rehabilitative services;

NOW THEREFORE, in consideration of the above premises and the mutual covenants contained herein, **DYS** and the Contracted Provider, intending to be mutually bound, agree as follows:

1. The Contracted Provider will be responsible for assuring that the professionals that provide rehabilitative services meet the requirements as outlined in the State Plan and shall comply with all relevant state and federal laws and regulations.

2. The Contracted Provider will hold **DYS** harmless as to any penalties or federal recoupments incurred by reason of any Title XIX noncompliance arising out of or connected with the rehabilitative services or eligibility therefore as contemplated by this agreement. The term "Title XIX noncompliance" shall be constructed to mean any failure or inability of the Alabama Medicaid Agency (hereinafter Medicaid) or **DYS** to meet the requirements of Title XIX of the Social Security Act, and any regulations promulgated by the federal government in connection therewith. The Contracted Provider shall be responsible for overpayments, errors, audit exceptions, etc.

3. Reimbursement to Contracted Provider shall be made only for services rendered pursuant to a primary psychiatric or substance abuse diagnosis. DYS shall pay the Contracted Provider an amount equal to the monies received from Medicaid for approved claims processed by the Medicaid fiscal agent.

4. All claims must be submitted, by the Contracted Provider, in accordance with guidelines established by Medicaid and billing instructions provided by Medicaid's fiscal agency guidelines established by Medicaid and billing instructions provided by Medicaid's fiscal agent.

5. The Contracted Provider recognizes that individual youths' Medicaid eligibility determination must be made before any services are billed and that this determination is not a responsibility of DYS.

6. The Contracted Provider shall be solely responsible for submitting and monitoring financial claims which shall be in accordance with the guidelines established by Medicaid, billing instructions provided by the Medicaid fiscal agent, and any procedures established by DYS.

7. The Contracted Provider agrees to maintain complete records for three (3) years plus the current year to substantiate that the services billed to Medicaid were actually delivered to the Medicaid recipient and to substantiate the charges billed to Medicaid. However, if audit, litigation, or other legal action by or on behalf of the state or federal government has begun but is not completed at the end of the three year period, or if audit findings, litigation, or other legal resolution, such records shall be kept in a form that will facilitate the establishment of an audit trail in the event such items are audited. The Contracted Provider agrees to make available for review or request by DYS, DHHS personnel, State Examiners of Public Accounts, the State Attorney General, Controller General, or the General Accounting Office, records related to services provided under this agreement.

8. The Contracted Provider agrees that services billed to Medicaid shall not exceed actual expenditures.

9. The Contracted Provider will provide DYS information on their custodial residents so that Medicaid can verify eligibility. The Contracted Provider agrees to notify DYS when residents are removed from the Contracted Provider's physical custody within 10 (ten) days of removal.

10. The Contracted Provider agrees to reimburse DYS, following each provider payroll, state match and all transfer fees associated with providing the services specified in this agreement.

11. The Contracted Provider agrees that it (and its employees) will not be subject to the provisions of, nor entitled to the benefits of, the State Merit System Law.

12. The parties hereto agree that their responsibilities one to another are contingent upon the availability of state and/or federal funds and that such responsibilities shall terminate if said funds cease to be available. In the event of the proration of the funds from which payment under this contract is to be made, the contract will be subject to termination.

13. Under no circumstances shall the commitment by DYS contained herein constitute a debt of the State of Alabama as prohibited by Section 213, Constitution of Alabama 1901, as amended by Amendment XXVI.

14. The Contracted Provider shall comply with Titles VI and VII of the Civil Rights Act of 1964, the Federal Age Discrimination Act, and Section 504 of the Rehabilitation Act of 1973; and the Americans with Disabilities Act of 1991.

15. The Contracted Provider shall comply with all laws and regulations governing confidentiality of Private Health Information which are applicable to the Medicaid program.

16. The Contracted Provider will comply with all State and Federal regulations and applicable Alabama Administrative Codes and the Alabama Medicaid Providers Manual for Rehabilitative Services.

17. By signing this contract, the contracting parties affirm, for the duration of the agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

18. The Contracted Provider will, to the extent required by law, comply with the Prison Rape Elimination Act of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and with all applicable PREA Standards, DYS Policies related to PREA and Standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within DYS Facilities/Programs/Offices owned, operated or contracted. The Contracted Provider acknowledges that, in addition to "self-monitoring requirements" DYS may conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. If PREA compliance is necessary, failure to comply with PREA, including PREA Standards and DYS Policies may result in termination of the contract.

19. This agreement shall expire two (2) years from the effective date unless extended in writing by the parties hereto. Subsequent extension shall be for the period of one (1) year only.

THIS AGREEMENT constitutes the full and complete agreement between the agencies and supersedes any and all previous agreement between DYS and the

Notwithstanding anything contained in this agreement to the contrary, the parties hereto acknowledge and agree that the Contracted Provider is not required to comply with the provision of PREA. SEE attached memo dated May 29, 2014.

Initials
CFG
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Contracted Provider in the provision of rehabilitative services for the Contracted Provider Medicaid eligibles.

IN WITNESS WHEREOF, this agreement has been executed by the Alabama Department of Youth Services and Baldwin County Commission for the Baldwin County Regional Residential Wilderness Program, by their authorized officials.

BALDWIN COUNTY COMMISSION

ALABAMA DEPARTMENT OF YOUTH SERVICES



Authorized Official



Steven P. Lafreniere
Executive Director

This contract has been reviewed for legal compliance with all applicable laws, rules and regulations of the state of Alabama governing these matters.

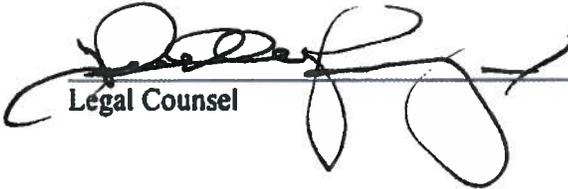
This contract has been reviewed for legal compliance with all applicable law, rules and regulations of the state of Alabama governing these matters.

Approved as to Form:

Approved as to Form:



Legal Counsel



Legal Counsel



STATE OF ALABAMA
DEPARTMENT **DYS** SERVICES

ROBERT BENTLEY
GOVERNOR

8850 ROEBUCK BOULEVARD
BIRMINGHAM, ALABAMA 35208

J. WALTER WOOD, JR.
EXECUTIVE DIRECTOR

May 29, 2014

Facility Administrators:

It is the position of DYS, based on our interpretation of the PREA Standards that residential programs that does not fall under PREA compliance are those that does not serve 50% adjudicated delinquents. It is our understanding that your program serves a majority of court-referred adolescents who are to be diverted form the juvenile justice system. If your facility population does increase in adjudicated juveniles to the 50% or higher level, PREA compliance would become mandatory. Thank you for working with us on this decision.

If you have any questions please call.

Respectfully,



Robert Matthews, Director
DYS Licensing and Standards

Carney, Phyllis

From: Perry, Dudley
Sent: Friday, September 05, 2014 12:47 PM
To: dconner@blackburnpc.com
Cc: Calender, Marcia; Matthews, Robert; Carney, Phyllis; Narcisse, Christopher
Subject: Baldwin County Wilderness Program

David:

Thanks for taking the time to work with me on the interpretation of the Wilderness Program contract. My question was about the interpretation of the hand written language that the Contracted Provider is not required to comply with the provisions of PREA.

Paragraph 18 of the contract requires—to the extent required by law—compliance with PREA. I understand from our telephone call today that the Wilderness Program has no adjudicated delinquents, and the parties understand that PREA allows non-compliance for facilities with fewer than 50% adjudicated delinquents. However, as Robert Matthews explained in his memo dated May 29, 2014, (which you incorporated in the contract at paragraph 18) if a facility's population of adjudicated delinquents reaches 50% at any point in time, PREA requires compliance for the entire year. Hence my question regarding the interpretation of the words "is not required to comply with the provisions of PREA".

As we discussed, the parties all agree that if compliance with PREA becomes necessary for the Wilderness Program then compliance for the entire year is mandated under PREA and under paragraph 18.

I am requesting DYS staff by copy of this email to process the contract. Please let me know if this email is not consistent with your client's interpretation of Paragraph 18, including the hand written addendum.

Thank you for your cooperation and assistance. It was a pleasure speaking with you.

T. Dudley Perry, Jr.
General Counsel
Alabama Department of Youth Services
P.O. Box 66
Mt. Meigs, AL 36057
Tel: (334) 215-3803
Fax: (334) 215-3872



Carney -
Initials on # 18
JK

RECEIVED
AUG 01 2016
BY: AK

MEDICAID REHABILITATION SERVICES
AGREEMENT EXTENSION
ALABAMA DEPARTMENT OF YOUTH SERVICES,
AND
BALDWIN COUNTY COMMISSION
FOR THE
BALDWIN COUNTY RESIDENTIAL WILDERNESS PROGRAM

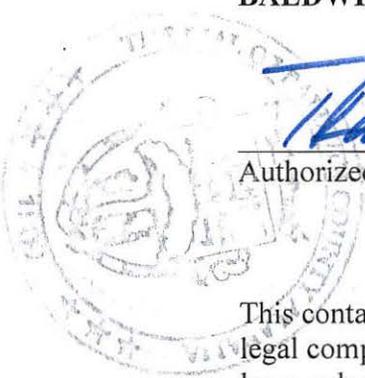
WHEREAS the Alabama Department of Youths Services (hereinafter "DYS") and the Baldwin County Commission for the Baldwin County Residential Wilderness Program (hereinafter the "Contracted Provider") entered an Agreement effective June 18, 2014 (hereinafter the "Agreement").

NOW THEREFORE, in consideration of the above premises and covenants contained therein, DYS, Contracted Provider, intending to be mutually bound, agree as follows:

1. The above referenced Agreement is hereby extended for a period commencing **June 18, 2016 through and including June 17, 2017.**

BALDWIN COUNTY COMMISSION

ALABAMA DEPARTMENT OF YOUTH SERVICES



[Signature]
Authorized Official

[Signature]
Steven P. Lafreniere
Executive Director

This contract has been reviewed for legal complies with all applicable laws, rules and regulations of the state of Alabama governing these matters.

This contract has been reviewed for legal complies with all applicable law, rules and regulations of the state of Alabama governing these matters.

Approved as to Form:

Approved as to Form:

[Signature]
Legal Counsel

[Signature]
Legal Counsel