

**CERTIFIED MEDICAID MATCH AGREEMENT BETWEEN
THE AGENCY FOR HEALTH CARE ADMINISTRATION
AND _____ COUNTY FOR THE REIMBURSEMENT OF
SPECIFIED SUBSTANCE ABUSE TREATMENT SERVICES
FOR MEDICAID RECIPIENTS**

The Agency for Health Care Administration (AHCA) and _____ County hereby agree to the principles, terms and effective dates specified in this Certified Medicaid Match Agreement and its Attachments. This Agreement is set forth to define each party's responsibilities in order to effectively administer the provision of, and reimbursement for, specified Medicaid substance abuse treatment activities and is necessary to implement parts of the Medicaid State Plan under Title XIX of the Social Security Act. AHCA is the single state Medicaid agency in Florida under Title XIX of the Social Security Act. Additionally, specific Federal regulations authorizing the use of certified public funds are found in 42 CFR, Subpart B, General Administrative Requirements State Financial Participation, Section 433.51. This initiative is authorized by the Florida Legislature in section 202, Chapter 2007-72, Laws of Florida.

I. General Principles

This Agreement is based on the following general principles:

- 1) The aforementioned parties have a common and concurrent interest in providing and reimbursing Medicaid substance abuse treatment services, within parameters set by the federal Centers for Medicare and Medicaid Services (CMS) and AHCA, and only as approved by CMS. Any changes in the program required by CMS are to be implemented by both of the aforementioned parties.
- 2) This Agreement is in no way intended to modify the responsibilities or authority delegated to the parties.
- 3) This Agreement is in no way intended to override or render obsolete any other agreements or memoranda of understanding which may already exist between these parties.
- 4) Any sub-contractors involved with specified Medicaid funded substance abuse treatment services are bound by this agreement with regard to administrative policies and procedures.

- 5) A lead County representing one or more other counties within the state for the purposes of billing Medicaid for specified substance abuse treatment services, shall also comply with the provisions of this agreement.
- 6) This Agreement provides a mechanism for payment of federal funds from CMS, and the parties agree that it in no way creates a requirement for AHCA to reimburse any County from AHCA state funds.

II. Terms

AHCA agrees to the following terms:

- 1) AHCA will develop a list and description of specified Medicaid reimbursable substance abuse treatment services to be performed by County-contracted providers. Specified substance abuse treatment services are found in Attachment I of this agreement. (The services and service requirements are formatted for inclusion in the Medicaid Community Behavioral Health Services Coverage and Limitations Handbook).
- 2) AHCA will reconcile all specified substance abuse treatment service claims submitted by the county for Medicaid reimbursement on a quarterly basis.
- 3) AHCA will reimburse the County for the federal portion of certified expenditures for specified substance abuse treatment services delivered to Medicaid eligible recipients.
- 4) AHCA will periodically monitor the participating providers for compliance with service provision.
- 5) AHCA will produce any Medicaid specific reports it deems necessary for the participating counties.
- 6) AHCA will develop procedures for recoupment of funds from the participating counties if warranted by AHCA or CMS monitoring.
- 7) AHCA will notify the participating counties in the event of any changes made by CMS to federal matching percentages or costs eligible for match.
- 8) AHCA will designate an employee to act as a liaison for the participating counties and providers for the Medicaid Match Program.

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The County agrees to the following terms:

- 1) To reimburse the contracted providers 100% of the rate for services rendered under the Medicaid Match program.
- 2) Funds used for reimbursement of providers will be comprised exclusively of locally generated unmatched tax revenues and will in no way be comprised of any grants, donations, or other monies originating from a federal, state or private source.
- 3) The County agrees to enroll in Medicaid as a Community Behavioral Health Services Provider (Type 05) for reimbursement purposes and participate in the Medicaid Match program by contracting for the provision of selected services to Medicaid recipients in compliance with all relevant requirements in Medicaid's Community Behavioral Health Coverage and Limitations Handbook.
- 4) The County will maintain an ongoing management information systems capability to ensure accountability, provide information necessary to support quarterly verifications and AHCA audit requirements, and account for county funds disbursed to participating providers.
- 5) Any recoupment of funds due to an audit exception, deferral or denial deemed as appropriate by CMS or AHCA will be the responsibility of the county and its identified participating providers.
- 6) The County must submit a quarterly certification report that identifies the local funds that have been used as match and which identifies the reimbursement to each participating substance abuse treatment provider for the specified substance abuse treatment services.
- 7) The County and its designated participating providers shall maintain and be able to produce within a specified time frame other requested records and material for CMS and/or AHCA audits.
- 8) The County will designate an employee to act as a liaison with AHCA for issues concerning this agreement.

III. Confidentiality

The County and the identified providers agree to safeguard the use and disclosure of information pertaining to current or former Medicaid recipients and comply with all state and federal laws pertaining to confidentiality of patient information.

IV. Effective Date, Changes, Life of this Agreement

1. The effective date of this Agreement will be the date it is signed by both parties.

2. Changes may be made to the Agreement in the form of amendments and must be signed by all parties.
3. Changes in the CMS matching percentage or costs eligible for match will not be made via this agreement, but will be applied pursuant to changes in applicable Medicaid federal regulations and effective the date specified by CMS.
4. This Agreement will continue in effect until terminated by AHCA or the county. AHCA or the county may terminate this agreement without cause by providing a thirty (30) day written notification to the other party.

This document consists of the Certified Match Agreement, pages I through 4; Attachment I, Service Descriptions.

SIGNATORIES:

Authorized County Representative

Date

County

Authorized AHCA Representative

Date

