



PAT FRANK
Clerk of the Circuit Court
13th Judicial Circuit

COUNTY AUDIT

HILLSBOROUGH COUNTY, FLORIDA

**CRISIS CENTER
BAKER ACT TRANSPORTATION SERVICES AGREEMENT**

REPORT # 258

APRIL 23, 2014



April 23, 2014

The Honorable Mark Sharpe, Chairman
The Honorable Kevin Beckner
The Honorable Victor D. Crist
The Honorable Ken Hagan
The Honorable Al Higginbotham
The Honorable Lesley "Les" Miller
The Honorable Sandra L. Murman

Dear Chairman Sharpe and Commissioners:

The Audit Team performed an audit of the Crisis Center Baker Act Transportation Services Agreement (Audit Report #258, dated April 23, 2014). Responses to the Audit Team's recommendations were received from the Director of Family and Aging Services and the Director of the Health Care Services Division and have been included in the report after each audit comment and recommendation.

The Audit Team appreciates the cooperation and professional courtesies extended to the auditors by the Director and personnel of Health Care Services during this audit.

Sincerely,
Peggy Caskey, CIA, CISA, CFE
Director of County Audit

c: Mike Merrill, County Administrator
Sharon Subadan, Assistant County Administrator
Tom Fass, Assistant County Administrator
Venerria L. Thomas, Director, Family and Aging Services
Gene Earley, Director, Health Care Services Div/Family and Aging Services
Bruce Dangremond, Manager, Performance Mgmt, Business Support Services

TABLE OF CONTENTS

EXECUTIVE SUMMARY

Background Information	1
Objective	1
Scope	1
Overall Evaluation	1
Opinion	2
Audited By	2

AUDIT COMMENTS & RECOMMENDATIONS

Audit Comment 1	3
Audit Comment 2	6
Audit Comment 3	8

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EXECUTIVE SUMMARY**BACKGROUND INFORMATION:**

The County entered into an agreement with the Crisis Center of Tampa Bay, Inc. d/b/a Transcare (the Crisis Center). The spirit of the Agreement was to provide transportation services throughout the county pursuant to the Florida Mental Health Act ("Baker Act") for persons in need of mental health services (the Agreement). The Agreement was issued based on responses received to Bid Number ITB-S-0225-0-2-12/JSW, and went into effect December 1, 2012, for an initial period of twelve months. There are three one year renewal options. Prior to the execution of the Agreement, the Crisis Center performed Baker Act transport services under a funding agreement with limited requirements and performance criteria. The Agreement was designed to increase controls and accountability, and decrease the cost to the County.

OBJECTIVE:

The objective of the audit was to determine if controls are in place to ensure that: the Crisis Center is in compliance with the requirements of the Agreement, the Baker Act transportation service billings are accurate, and the County is payor of last resort for Baker Act services.

SCOPE:

The audit focused on the period from December 1, 2012, to April 2013.

OVERALL EVALUATION:

AUDIT COMMENT	CONCLUSION OF OBJECTIVE	PAGE REFERENCE
1	Opportunities exist to enhance controls to ensure that the Crisis Center is in compliance with the service requirements of the Agreement.	page 3
2	Opportunities exist to enhance controls to ensure that the Baker Act Transportation Service billings are accurate.	page 6
3	Opportunities exist to enhance controls to ensure that the County is payor of last resort for Baker Act services.	page 8

OPINION:

The Department of Family and Aging Services (the Department) has already incorporated several mitigating controls into the Agreement with the Crisis Center. If appropriately monitored and managed, these controls will substantially mitigate the risks associated with the County's responsibility for the provision and payment of Baker Act services governed by the Agreement. The Department has an opportunity to enhance the monitoring of the Agreement through implementation of the recommendations and Department's corrective action plan identified in this report.

AUDITED BY:

Peggy Caskey, Director of County Audit
Mark Kolman, Audit Manager
Heidi Pinner, Senior Auditor
Marc Hogan, Auditor

AUDIT COMMENTS & RECOMMENDATIONS

AUDIT COMMENT 1

Opportunities exist to enhance controls to ensure that the Crisis Center is in compliance with the service requirements of the Agreement.

The Audit Team reviewed billing documentation for the months of December 2012 through April 2013 and additional supporting documentation for a sample of 50 transactions. The review specifically evaluated whether the Crisis Center complied with the following contract provisions.

1. Per the provisions of the Agreement, the Crisis Center shall submit a properly completed Request for Payment which shall not be submitted for a period of less than one month, must not be submitted prior to one month after the date of service, and shall be accompanied by a properly completed Transportation Log.
 - The five months of payment documentation reviewed was submitted in accordance with these requirements. No exceptions were noted.
2. Per the Agreement, "In each month, 80% of transports will have a response time (time from receipt of call by CONTRACTOR to arrival on scene by CONTRACTOR'S staff) of thirty (30) minutes or less. If, in any month, CONTRACTOR fails to meet this performance standard, payment of the Transport Unit Rate for such month shall be subject to the reduction discussed in Paragraph 9, Pricing/Invoicing, Sub-paragraph 9.4.1 below.

9.4.1 If, in any month, more than twenty-percent (20%) of the Transport Response Time's are greater than Thirty (30) minutes, the Transport Unit Rate for each transport in which the Response Time is greater than thirty (30) minutes during such month shall be reduced by thirteen (\$13.00) U.S. dollars."

- Four (4) out of the 5 months reviewed met the 80% performance standard based on the County's current evaluation criteria. See Audit Comment 2 for additional information on the one exception noted.
- The response time for each transport is currently calculated based on the dispatch time and the arrival on scene time, both supplied by the Crisis Center. The Agreement specifically defines the Response Time as the time from Receipt of Call to Arrival on Scene.

3. Per the Agreement, "The Crisis Center shall provide on a quarterly basis, a Success Indicator Report indicating the results towards achieving the program performance standard."
 - The Crisis Center submitted a Success Indicator Report for both quarters of the Audit Team's review period.
 - The performance standard in the Agreement is identified as the 80% response time metric discussed above. However, the quarterly Success Indicator Reports submitted by the Crisis Center do not report on this standard.

4. Per the Agreement, "Services to be provided by the Crisis Center include the transport of a person or persons for involuntary examination if a person authorized by Chapter 394, Florida Statutes, as may be amended has completed a form or certificate initiating an involuntary examination with respect to such person and a form CF- MH 3100 directing the Crisis Center to transport such person to such receiving facility."
 - All 50 transports reviewed had Baker Act forms related to the initiation of an involuntary examination as required by the Agreement and by Florida Statutes.
 - Twenty (20) of the 50 transports reviewed (40%) had form CF-MH 3100 "Transportation to Facility" completed as required by the Agreement.

While the Agreement with the Crisis Center is for the provision of all Baker Act transports within Hillsborough County, the Department's current process and monitoring plan focuses on the transports ultimately billed to the County. Per the Department, the billed transactions represent approximately 69% of total transports provided by the Crisis Center.

RECOMMENDATION

Consideration should be given to:

- Monitoring the Crisis Center's performance on all services provided in conjunction with the Agreement.
- Continuing to implement the annual monitoring plan developed by the Department to periodically test the Crisis Center's compliance with contract requirements.
- Ensuring that the Crisis Center is collecting and submitting the appropriate documentation in accordance with the Agreement.

- Clarifying the contract language to ensure that the requirements of the Agreement align with the desired process or procedure.

CLIENT RESPONSE:

Concur but Management Accepts the Risk

CORRECTIVE ACTION PLAN:

Annual monitoring will test the Crisis Center's compliance with the contract requirements and verify that the Crisis Center is collecting and submitting the appropriate documentation in accordance with the Agreement. Monitoring is performed annually, at a minimum.

The Crisis Center's success in meeting the performance standard is monitored on a monthly basis with submission of the monthly invoice. Performance standards will also be verified during the annual monitoring visits.

Contract modifications have been requested as follows:

- 1) *Change the language on page TS-3, 7. Performance Standard, 7.1.1 (and any other references to this performance standard) to read: In each month, 80% of transports **billed to the County** will have a response time*
- 2) *Change the language on page TS-4, 8. Reports, 8.2 (and any other references to a Baker Act form requirement) to read:The CONTRACTOR shall retain all run reports generated by the CONTRACTOR and **copies of any completed Baker Act Form, including but not limited to CF-MH 3100, CF-MH 3052a, CF-MH 3052b, CF-MH 3032 or any other Baker Act Form mandatory or recommended as shown Florida Department of Children and Families website at <http://myflfamilies.com/service-programs/mental-health/baker-act-forms>....***
- 3) *Change any references to 'call receipt time' in relation to calculating the performance standard to read 'dispatch time'.*

TARGET COMPLETION DATE: *The annual monitoring is scheduled for August 2014. The contract modification should be completed by March 19, 2014.*

AUDIT COMMENT 2

Opportunities exist to enhance controls to ensure that Baker Act transportation service billings are accurate.

The Audit Team reviewed the payment requests, transportation logs and supporting documentation for the months of December 2012 through April 2013. Specifically this review determined whether or not:

- Complete and appropriate documentation was submitted by the Crisis Center for payment.
- Information was validated by the County prior to payment approval.
- Additional documentation was available and supported the Baker Act transport billing.

The Crisis Center had submitted all of the documentation required by the Agreement for each of the months tested and there was evidence of appropriate review and approval of the requests prior to payment. The Audit Team selected a sample of 50 transactions from these months to determine if additional information was available to support the accuracy of the billings.

1. Forty-nine (49) of the fifty (50) transactions (98%) were confirmed by additional information provided by the Crisis Center.
 - One transaction was identified which had an inaccurate response time. This error altered the monthly performance percentage but did not have a monetary impact on the billing for that month. This type of error cannot be detected by the existing process for payment approval. The current procedure relies solely on information manually compiled and submitted by the Crisis Center on the request for payment and the monthly transportation log. The process does not include independent verification of the accuracy or completeness of this information.
 - For the month of March 2013, the performance percentage fell below the 80% minimum requirement and should have resulted in a reduction of \$637.00 to that month's billing. This is calculated by applying the \$13.00 reduction to each of the 49 transports that exceeded 30 minutes during the month. The total amount billed for Baker Act Transports during the month was \$134,403.00.

The structure of the Agreement is relatively new and the Department plans to adjust the documentation requirements based on the results of an annual monitoring review. A monitoring plan has been developed for this review and the review is scheduled to be completed in 2014.

RECOMMENDATION:

Consideration should be given to:

- Establishing an additional method to verify the accuracy and appropriateness of the information provided by the Crisis Center prior to payment.
- Continue implementing an annual monitoring plan to periodically test the Crisis Center's compliance with contract requirements.
- Clarifying the contract language to ensure that the requirements of the Agreement align with the desired process and procedure.

CLIENT RESPONSE:

Concur

CORRECTIVE ACTION PLAN:

Accuracy and appropriateness of the information provided by the Crisis Center with the monthly billing will be verified during the annual monitoring visits.

TARGET COMPLETION DATE: *The annual monitoring visit is scheduled for August 2014.*

AUDIT COMMENT 3:**Opportunities exist to enhance controls to ensure that the County is payor of last resort for Baker Act services.**

The Audit Team reviewed the transportation logs and supporting documentation for the months of December 2012 through April 2013. Specifically, this review evaluated whether or not:

- The Crisis Center made attempts to collect from applicable third party payors prior to seeking payment from the County.
- The Crisis Center had reached resolution of those attempts to collect payment from third party payors prior to seeking payment from the County.
- The County confirms that all applicable third party payors have been exhausted prior to approving payment of Baker Act transports.

Section 9.3 of the Agreement details the following applicable criteria.

“Accordingly, and notwithstanding anything to the contrary in the Contract, CONTRACTOR agrees to and shall, either directly or indirectly, apply for payment from every potentially available third party payor including but not limited to Medicaid, other state and federal benefits programs, private insurers, Worker's Compensation settlements and/or other any other [sic] available payment source(s), to ensure that the COUNTY is the payor of last resort prior to submitting a Request for Payment to COUNTY. Whenever another potential payment source is identified in advance of the COUNTY'S payment for services, the COUNTY will deny claims for payment pending CONTRACTOR'S resolution of the claim with the third party payor.”

- The Crisis Center was able to provide additional supporting documentation to verify that attempts were made to collect payment from the patient and identified third party payors such as private insurance or Medicaid.
- The County's procedure for review and approval of requests for payments submitted by the Crisis Center does not include the verification of collection attempts and resolution prior to payment.
- In the event the Crisis Center collects a third party payment on a transport previously paid by the County, the Crisis Center is required to issue a credit on the subsequent month's bill. Receipt of such credits is wholly dependent on the Crisis Center's self reporting of payment collections from third party payors.

RECOMMENDATION

Consideration should be given to:

- Including steps in the annual monitoring plan to ensure that the County is the payor of last resort and that any credits due the County were appropriately applied.
- Clarifying the contract language to ensure that the requirements of the Agreement align with the desired process and procedure.

CLIENT RESPONSE:

Concur but Management Accepts the Risk

CORRECTIVE ACTION PLAN:

Adequate controls are in place consistent with healthcare industry standards. Government and commercial health care plans depend upon the provider due to the complexity of medical billing to ensure accuracy and accountability of their health care provider claims and for ensuring that they bill the appropriate provider.

Although the County is dependent upon the receipt of credits and the Crisis Center's self reporting of the receipt of third party payments, it is important to note that providers would be subject to fines and penalties (up to and including the loss of their license to operate) for retaining any overpayments made by Hillsborough County - due to Medicaid or Medicare payments received. The Crisis Center is diligent in providing credits to the County to clear any credit balance accounts due to third party payments received after the County has paid, which ensures full compliance with federal law and statutes.

Steps are included in the annual monitoring plan to verify that any available third party payors are billed/or considered and the County is the payor of last resort. Additionally, the monitoring plan will review and verify that any credits due the County were appropriately applied.

TARGET COMPLETION DATE: *The annual monitoring visit is scheduled for August 2014.*