

HOME & COMMUNITY SERVICES WAIVER FOR THE ELDERLY & DISABLED		Page 1 of 17	
PROVIDER CONTRACTUAL AGREEMENT		Contract Begin Date:	
		Contract End Date:	
PROVIDER'S NAME			
MAILING ADDRESS (NO. & STREET)		P.O. BOX	
CITY	STATE MICHIGAN	ZIP CODE	PHONE NUMBER
CONTACT PERSON		TITLE	
EIN NUMBER, REQUIRED		MEDICAID VENDOR ID NUMBER, IF APPLICABLE	

The Agreement is between The Information Center, Inc., The Family Resource Place, hereinafter referred to as the OHCDS (Organized Health Care Delivery System), and «Company» hereinafter referred to as Provider Agency; and its purpose is to promote the development of a comprehensive and coordinated service delivery system to meet the needs of those individuals who are medically eligible for institutional placement as established by the Michigan Department of Community Health under the guidelines of the Federal Home and Community-Based Services Waiver for the Elderly and Disabled.

This Agreement provides a mechanism for the creation of an individualized network of community resources on a client by client basis, through the OHCDS Care Management Program.

OBJECTIVES

- ◆ To promote the mutual goal of maximizing independent functioning of eligible adults through Care Management.
- ◆ To maintain a climate of cooperation and consultation with and between agencies in order to achieve maximum efficiency and effectiveness among all agencies serving Waiver clients through Care Management.
- ◆ To avoid and/or reduce service duplication and fragmentation in the service area.
- ◆ To share information and resources, and advocate for the development of comprehensive community-based long-term care services in the service area.

The parties of the Agreement will, whenever possible, provide technical assistance and consultation to each other on matters pertaining to actual service delivery; will share, as appropriate, the findings or research and results of service delivery; share relevant needs assessment information and activities so that the resources of concerned agencies may be maximized.

TERMS OF AGREEMENT

The OHCDS shall:

1. Provide comprehensive care management services to individuals who are medically eligible for institutionalization, and determined eligible for care management intervention.
The responsibilities of the OHCDS shall include:
 - A. Prescreening of all individuals referred for care management intervention.
 - B. Client assessment, using assessment tools provided by the Michigan Department of Community Health.
 - C. Care plan development, in consultation with the client’s physician, family, and inclusive of a determination of frequency and duration of all services required under the care plan.

- D. Service negotiation, including the arrangement of all health and human services as outlined in the care plan and that maximize all reimbursement sources available.
 - E. Care plan monitoring, to track client progress, through direct observational visits and
 - F. Client re-assessment, and appropriate care plan modification.
2. Provide limited technical assistance to the Provider Agency, as requested and available.
 3. Use prescreening and assessment tools developed and required by the Michigan Department of Community Health, for use by OHCDS Care Management staff.
 4. Indemnify, save, and hold harmless the Provider Agency against expense or liability of any kind arising out of service delivery performed by the OHCDS and to immediately notify the Provider Agency if the OHCDS becomes involved in, or is threatened with litigation related to any shared client. This provision is subject to Michigan statutes, constitution and case law.

The Provider Agency shall:

1. Accept and serve on a priority basis TIC clients referred to it by the OHCDS's Care Management Program. Where openings do not exist in the Provider Agency caseload, the Provider Agency agrees to negotiate alternative arrangements with the OHCDS and Care Management staff in order to meet the needs of the client.
2. If provided with a copy of the comprehensive assessment as completed by the OHCDS Care management staff for purposes of treatment, payment, or operations, this information will be used and disclosed as allowed in Addendum C. If provided, Provider Agency agrees to refrain from conducting duplicative assessment or re-assessment activities.
3. Provide service delivery as prescribed in the directions received from the OHCDS Care Management staff during service requisition and as outlined in Addendum A and in accordance with the Minimum Operating Standards.
4. Provide the OHCDS Care Management staff with regular, on-going feedback, regarding clients referred to it for services.
5. Inform the OHCDS Care Management staff of the appropriate Provider Agency contact person to be notified in care plan development and modification.
6. Immediately notify the OHCDS Care Management staff if, for any reason, the Provider Agency is unable to provide services to the Care Management client, as negotiated, or if a service is not provided as agreed to.
7. Adopt the "Client Emergency Priority Classification System" to guide provider in planning for unforeseen circumstances that may interfere with delivery of waiver client services ensuring that those clients at greatest risk receive services as authorized by the TIC Waiver Program Purchase of Service (POS). The provider will notify the client who is to receive a new caregiver, or change in service appointment of the change prior to implementing the change. The provider will fax notification TIC Care Manager if the change is more than one day.
8. Comply with all licensing standards as may be prescribed, to assure quality of services delivered to Care Management clients; to comply with all service standards and definitions as established by the Michigan Department of Community Health and/or the OHCDS; to submit copies of current license(s) with this signed agreement; and to ensure that copies of all license renewals and updates are forwarded to the OHCDS on a timely basis.
9. Follow the OHCDS Care Management pre-screening criteria when referring individuals who may be eligible for Care Management intervention.
10. Indemnify, save, and hold harmless the OHCDS and the Michigan Department of Community Health against expense or liability of any kind arising out of service delivery performed by the Provider Agency, its successors, transferees, assignees and subcontractors, and to immediately notify the OHCDS Care Management staff if the Provider Agency becomes involved in, or is threatened with litigation related to any OHCDS Care Management client. This provision is subject to Michigan statutes, constitution and case law to the extent permitted by law.

11. Maintain, in effect at all times during the course of this Agreement, insurance coverage as indicated and required by the Michigan Department of Community Health and the OHCDS. Further, Provider shall submit at the beginning of this Agreement and annually thereafter, Certificate of Insurance listing the OHCDS as “Additional Insured.”
12. Protect client confidentiality as outlined in Addendum C in accordance with privacy standards as defined and amended by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

ADDENDUM A

Purchase of Service Agreement.

ADDENDUM B

Minimum Standards Assurance

ADDENDUM C

Assurance of Compliance with the Health Insurance Portability and Accountability act of 1996 (HIPAA).

ADDENDUM D

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as amended.

ADDENDUM E

Assurance of Compliance with MDCH and HHS Acts and Regulations

ADDENDUM F

Provider Contractor Enrollment Agreement.

ADDENDUM G

Care Management Purchase of Service Agreement.

ATTACHMENT 1

Required Billing Report Tools; Direct Service Purchase Monthly Service Report/Payment Voucher; and Direct Service Purchase Monthly Service Report/Payment Voucher Summary Report.

ATTACHMENT 2

Insurance coverage indicated and required by the Michigan Department of Community Health and by the OHCDS.

ATTACHMENT 3

Michigan Department of Community Health Minimum Operating Standards

Provider signature on Provider Contractual Agreement is binding on the Provider Agency, it’s successors, transferees, and assignees and applies to all Addendums and Assurances A-G inclusive.

For The Information Center, Inc.:

For The Provider Agency:

Signature

Edward D’Angelo

Printed Name

Executive Director

Title

Date

Signature

Printed Name

Title

Date

ADDENDUM A

HOME & COMMUNITY SERVICES WAIVER FOR THE ELDERLY & DISABLED	Page 1 of 1
PURCHASE OF SERVICE AGREEMENT	Contract Begin Date:
	Contract End Date:

This Agreement negotiated between The Information Center, Inc., The Family Resource Place, the OHCDS, and «**Company**», The Provider Agency, outlines the services that may be purchased by the OHCDS from the latter party.

SERVICES TO BE RENDERED

The OHCDS may purchase services from the Provider Agency, if selected from the Direct Service Purchasing pool. The purchase or non-purchase of services is at the sole discretion of the OHCDS. Services are purchased at the levels specified in the Care Management Plan of Care on a per client basis as developed by the OHCDS Care Managers. Provider activities must meet service definitions and all standards presented in the Service Definitions and Standards and/or Minimum Operating Standards, as established by the Michigan Department of Community Health.

PAYMENT AND REPORTING

The Provider Agency will receive payment for approved services delivered through a monthly reimbursement method. A monthly report is due by the 10th day of the month following the month in which services are provided and are being billed for. Checks are made payable to the Provider Agency each month upon receipt and approval of billing voucher by the OHCDS. Bill vouchers received after the 10th day of the month will be processed with the next month's vouchers. No voucher will be accepted that is more than 2 (two) months following the month of service. Vouchers may not be paid if Provider Agency has not submitted current insurance and license verification.

The amount to be reimbursed is established from the charge or bid presented in this Agreement. The Provider Agency must establish accessible record systems to verify all programmatic and fiscal information reported and make such records available for review by the OHCDS staff and/or Michigan Department of Community Health.

COST PER UNIT: Unit = 15 minutes unless otherwise noted

Service	Reimbursable Cost per 15 Minute Unit
1	\$
2	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8. Residential Services (check if applicable)	Negotiated Daily Rate based on Individualized Person-Centered Planning

ADDENDUM B

HOME & COMMUNITY SERVICES WAIVER FOR THE ELDERLY & DISABLED	Page 1 of 1
MINIMUM STANDARDS ASSURANCE	Contract Begin Date:
	Contract End Date:

Any service purchased by the OHCDS must be in compliance with the Michigan Department of Community Health and OHCDS service definitions, unit definition, and Minimum Standards of Operation.

As a Provider Agency for the OHCDS, «Company»

HEREBY ASSURES the persons involved in implementing the Provider Contractual Agreement have read the minimum standards for each of the services for which service may be purchased by the OHCDS from the Provider Agency.

FURTHERMORE, the Provider Agency assures that it is completely in compliance with all standards for the following services and will maintain compliance with these standards throughout the term of this Agreement. (List all services for which the Provider Agency is proposing to make available for purchase by the OHCDS.)

- | | | |
|----|----|----|
| 1. | 4. | 7. |
| 2. | 5. | 8. |
| 3. | 6. | |

FURTHERMORE, the Provider Agency assures that it possesses insurance coverage as required by the Michigan Department of Community Health in the Minimum Operating Standards and that a “Certificate of Insurance” indicating the OHCDS as an Additional Insured is included as an appendix to this Agreement. The Provider Agency understands that service purchasing cannot begin until such time as the OHCDS has in its possession a Certificate of Insurance.

This assurance is given in consideration of, and for the purpose of, obtaining Federal or State funds through a purchase of service arrangement with the OHCDS. The Provider Agency recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that the OHCDS shall have the right to seek enforcement of this assurance.

This assurance is binding on the Provider Agency, its successors, transferees, and assignees.

ADDENDUM C

HOME & COMMUNITY SERVICES WAIVER FOR THE ELDERLY & DISABLED	Page 1 of 4
ASSURANCE OF COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996	Contract Begin Date:
	Contract End Date:

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into by and between The Information Center, Inc., The Family Resource Place (hereinafter referred to as TIC) and «Company» (hereinafter referred to as the Business Associate) to set forth the terms and conditions under which protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Regulations enacted thereunder, created or received by the Business Associate, on behalf of TIC may be used or disclosed. The Business Associate shall not use or further disclose protected health information from TIC other than as permitted by this Agreement.

This agreement and the obligations herein shall continue in effect so long as the Business Associate uses, discloses, creates or otherwise possesses any protected health information created or received on behalf of TIC, and until all protected health information created or received by the Business Associate on behalf of TIC is destroyed or returned to TIC pursuant to Paragraph 18 herein.

1. TIC and the Business Associate hereby agree that the Business Associate shall be permitted to use and/or disclose protected health information created or received on behalf of TIC for any one or combinations of the following purpose(s):
 - a) Completing and submitting health care claims to health plans and other third party payers (i.e. billing);
 - b) Matching staff with a client;
 - c) Emergency and contingency planning;
 - d) Providing services' or
 - e) None.

2. The Business Associate may use and disclose protected health information created or received by the Business Associate on behalf of TIC if necessary for the proper management and administration of the Business Associate or to carry out the Business Associate's legal responsibilities, provided that any disclosure is:
 - a) Required by law; or
 - b) The Business Associate obtains reasonable assurances from the person to whom the protected health information is disclosed that (1) the protected health information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) the Business Associate will be notified of any instances of which the person is aware in which confidentiality of the informed is breached; or
 - c) The Business Associate may use protected health information to report violations of law to appropriate Federal and State authorities.

3. The Business Associate hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with Michigan and federal laws and regulations including the Health Insurance Portability and Accountability Act of 1996 and Regulations thereunder, and all other applicable laws.

ADDENDUM C

4. Except as otherwise limited in this Agreement, the Business Associate may use protected health information to provide data aggregation services to TIC.
5. The Business Associate further agrees not to use or disclose protected health information except as expressly permitted by this Agreement, applicable law, or for the purpose of managing the Business Associate's own internal business processes consistent with Paragraph 1 & 2 herein.
6. The Business Associate shall not disclose protected health information to any member of its workforce unless the Business Associate has advised such person of the Business Associate's privacy and security obligations under this Agreement, including the consequences for violation of such obligations. The Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses protected health information in violations of this Agreement and applicable law.
7. The Business Associate shall not disclose protected health information created or received by the Business Associate on behalf of TIC to a person, including any agent or subcontractor of the Business Associate, but not limited to a member of the Business Associate's own workforce, until such person agrees in writing to be bound by the provisions of this Agreement and applicable Michigan or federal law.
8. The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.
9. The Business Associate agrees to maintain a record of all disclosures of protected health information, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the protected health information, the name of the individual who is the subject of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure. The Business Associate shall make such record available to an individual who is the subject of such information or TIC within five (5) days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request or April 14, 2003, whichever is later.
10. The Business Associate agrees to report to TIC any unauthorized use or disclosure of protected health information by the Business Associate or its workforce or subcontractors, and the remedial action taken or proposed to be taken with respect to such use or disclosure within five days of Business Associate's discovery.
11. The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of protected health information received from TIC, or created or received by the Business Associate on behalf of TIC available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with HIPAA.
12. The Business Associate will make available to TIC such information as TIC may require to fulfill its obligations to provide access to, copies of, or an accounting of uses and disclosures of protected health information as a Covered Entity under HIPAA. Within thirty (30) days of a written request by TIC, the Business Associate shall allow a person who is the subject of protected health information, such person's legal representative, or TIC to have access to and to copy such person's protected health information in the format requested by such person, legal representative, or practitioner unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.

ADDENDUM C

13. The Business Associate shall not request from TIC, or provide to any third party or other entity in connection with any of its permitted uses and/or disclosures of protected health information, more information or protected health information than the minimum amount necessary to carry out its obligations, functions, or services on behalf of TIC.
14. To the extent the Business Associate now or in the future conducts any transaction defined as an Electronic Transaction using protected health information of TIC, the Business Associate shall ensure that such transaction is conducted in full compliance with applicable Electronic Transaction Standards. Moreover, to the extent the Business Associate transmits, receives, or stores protected health information electronically, irrespective of whether any such transmission or reception constitutes an Electronic Transaction, the Business Associate agrees to conduct such transmissions, receptions, and storage of protected health information in a manner so as to be in full compliance with federal and state law, including, but not limited to, the final Security Standards under HIPPA.
15. The Business Associate agrees to amend, pursuant to a request by TIC, protected health information maintained and created or received by the Business Associate on behalf of TIC. The Business Associate further agrees to complete such amendment within thirty (30) days or a written request by TIC, and to make such amendment as directed by TIC.
16. In the event the Business Associate fails to perform the obligations under this Agreement, TIC may, at its option:
 - a) Require the Business Associate to submit a plan of compliance, including monitoring by Tic and reporting by the Business Associate, as TIC in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated by the unauthorized amendment thereto; and/or
 - b) Require the Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of protected health information; and/or
 - c) Immediately discontinue providing protected health information to the Business Associate with or without written notice to the Business Associate.
17. TIC may immediately terminate this Agreement and related agreements if TIC determines that the Business Associate has breached a material term of this Agreement. Alternatively, Tic may choose to: (1) provide the Business Associate with ten (10) days written notice of the existence of an alleged material breach; and (2) afford the Business Associate an opportunity to cure said alleged material breach to the satisfaction of TIC within ten (10) days. The Business Associate's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
18. Upon termination of this Agreement, the Business Associate shall return or destroy all protected health information received from TIC, or created or received by the Business Associate on behalf of TIC, and that the Business Associate maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of protected health information is not feasible, the Business Associate shall continue to maintain the security and privacy of such protected health information in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of protected health information shall survive the discontinuance of this Agreement.

ADDENDUM C

19. TIC may amend this Agreement by providing ten (10) days prior written Notice to the Business Associate in order to maintain compliance with Michigan or federal law. Such amendment shall be binding upon the Business Associate at the end of the ten (10) day period and shall not require the consent of the Business Associate. The Business Associate may elect to discontinue the Agreement within the ten (10) day period, but the Business Associate's duties hereunder to maintain the security and privacy of protected health information shall survive such discontinuance. TIC and the Business Associate may otherwise amend this Agreement by mutual written agreement.

20. The Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless TIC and its employees and directors from and against any and all losses costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the acts or omissions of the Business Associate or any subcontractor of or consultant of the Business Associate or any of the Business Associate's employees, directors, or agents related to the performance of this Agreement. The Information Center, Inc., The Family Resource Place, agrees to hold the Business Associate, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any act or omission on the part of The Information Center, Inc., The Family Resource Place.

ADDENDUM D

HOME & COMMUNITY SERVICES WAIVER FOR THE ELDERLY & DISABLED	Page 1 of 1
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED	Contract Begin Date:
	Contract End Date:

«Company» the Provider Agency who receives funds from the Michigan Department of Community health **HEREBY AGREES THAT** it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29, USC 794), with all requirements imposed by the applicable Health and Human Services regulations (45 CFR, Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5 (a) of the regulation (45 CFR 84.5(a)) the Provider Agency gives this Assurance in consideration of, and for the purpose of, obtaining any and all grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other financial assistance extended by the above noted Department after the date of this assurance, including payment of other assistance made after such date on applications for financial assistance that were approved before such date. The Provider Agency recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the above noted Department will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Provider Agency, its successors, transferees, and assignees, and the person or persons whose signature appears on the Provider Contractual Agreement as authorized to sign this Assurance on behalf of the Provider Agency.

This Assurance obligates the Provider Agency for the period during which federal financial assistance is extended to by the above noted Department of the State of Michigan, or, where the assistance is in the form of real or personal property, for the period in 84.5(b) of the regulation.

ADDENDUM E

HOME & COMMUNITY SERVICES WAIVER FOR THE ELDERLY & DISABLED	Page 1 of 1
ASSURANCE OF COMPLIANCE WITH MDCH AND HHS ACTS AND REGULATIONS	Contract Begin Date:
	Contract End Date:

«Company» the Provider Agency who receives funds from the Michigan Department of Community Health **HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.A. 88-352), the Michigan Handicappers Civil Rights Act of 1976 (P.A. 220), and the Elliot-Larsen Civil Rights Act of 1976 (P.A. 453, Section 209) and will comply with the requirements imposed by, or pursuant to, the Regulation of the Department of Health and Human Service (45 CFR Part 80) issued pursuant to that Title to the end that, in accordance with Title VI of the Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider Agency received federal or state financial assistance from the OHCDs, and **HEREBY GIVES ASSURANCE** that it will immediately take measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal or state financial assistance extended to the Provider Agency by the OHCDs, this Assurance shall obligate the Provider Agency for the period during which said property or structure is used for a purpose for which federal and state financial assistance is extended. This Assurance further certifies that the Provider Agency has not other commitments or obligations that are inconsistent with compliance of these and any other pertinent federal or state regulations and policies, and that any other agency, organization, or party that participated in this project shall have not such commitments or obligations, and all activities shall not run counter to the purpose and intent of the Agreement.

This Assurance is given in consideration of, and for the purpose of, obtaining any and all grants, loans, contracts, property, discounts, or other financial assistance extended after the date of this assurance, including payment of other assistance made after such date on applications for financial assistance that were approved before such date. The Provider Agency recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the above noted Department will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Provider Agency, its successors, transferees, and assignees, and the person or persons whose signature appears on the Provider Contractual Agreement as authorized to sign this Assurance on behalf of the Provider Agency.

ADDENDUM F

HOME & COMMUNITY SERVICES WAIVER FOR THE ELDERLY & DISABLED	Page 1 of 1
PROVIDER CONTRACTOR ENROLLMENT AGREEMENT Michigan Department of Community Health	Contract Begin Date:
	Contract End Date:

This form is to be completed by all providers who wish to receive payment from the Medicaid-enrolled organized health care delivery system for services provided under the Home & Community Based Services Waiver for the Elderly & Disabled. An original payment agreement must be submitted for **each** business location and for **each** eligible provider.

COMPLETION INSTRUCTIONS PLEASE TYPE OR PRINT CLEARLY

- Item #1 Individual providers must enter their last name, first name, and middle initial. All other applicants (e.g., a licensed business) must enter the complete business name as licensed/certified.
- Item #3 If the applicant is employed/contracted by a business, or in partnership, enter the name of the business you are employed by, affiliated with, contracted with, or in partnership with.
- Item #4 Proof of the EIN number (federal tax number) is REQUIRED.
- Item #5 Providers must attach a copy of their licensure/certification, as applicable.
- Item #6 The SSN is required for an individual and is confidential to be used only for the administration of the program.

APPLICANT INFORMATION

PROVIDER'S NAME (SEE INSTRUCTIONS) «Company»	PROFESSIONAL TITLE, IF APPLICABLE
EMPLOYER'S NAME (SEE INSTRUCTIONS)	EIN NUMBER (SEE INSTRUCTIONS)
STATE LICENSE NUMBER (SEE INSTRUCTIONS)	SOCIAL SECURITY NUMBER, IF APPLICABLE

BUSINESS LOCATION

		P.O. BOX	
CITY	STATE MICHIGAN	ZIP CODE	PHONE NUMBER

MEDICAL ASSISTANCE (MEDICAID) PROVIDER PAYMENT AGREEMENT CONDITIONS

1. All information furnished on this payment agreement form is true and complete.
2. I consent that, upon request and at a reasonable time and place, I will permit authorized agents of the State of Michigan, TIC, or the federal government to inspect, and copy, any records related to my delivery of goods or services to, or on behalf of, a participant under the Medicaid Program.
3. I am not currently suspended, terminated, or excluded from any state Medicaid Program or by the U.S. Department of Health and Human Services.
4. I agree to accept the Michigan Medicaid payment as payment in full for the services rendered. Except for patient liability as determined by the Michigan Medicaid Program including applicable co-payments, I will not seek nor accept additional or supplemental payment from the participant, his/her family, or representative(s).
5. I may be prosecuted under applicable federal or state criminal and civil laws for submitting false claims, concealing material facts, misrepresentation, falsifying data, other acts of misrepresentation, or conspiracy to engage therein.
6. I agree to comply with the MDCHs policies and procedures for the Medical Assistance Program and the Home and Community Based Services for the Elderly and Disabled contained in manuals, manual updates, provider bulletins, and other program notifications.

As a condition of receiving payment from the Michigan Medicaid Program for services provided to an eligible participant, I certify and/or agree to all of the conditions listed above. I certify that the undersigned has the authority to execute this agreement.

IMPORTANT: FACSIMILE SIGNATURES WILL NOT BE ACCEPTED

APPLICANT'S SIGNATURE	DATE	TITLE
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The Michigan Department of Community Health will not discriminate against any individual or group because of race, sex, religion, age, national origin, marital status, political beliefs, or disability.

ADDENDUM G

HOME & COMMUNITY SERVICES WAIVER FOR THE ELDERLY & DISABLED	Page 1 of 5
CARE MANAGEMENT DEPARTMENT PURCHASE OF SERVICE (POS) AGREEMENT	Contract Begin Date:
	Contract End Date:

PROVIDER INFORMATION:

Agency Name:	Federal ID#
Address:	
E-Mail:	
President/Executive Director:	
Fiscal Contact Person:	Phone: ()
Intake Contact Person:	Phone: () Fax: ()
Type of Agency:	Public Private Non-Profit Profit

Minority Status: Private Non-Profit organizations with minority status are those with 51% of the board and staff from minority groups. Private profit-making organizations with minority status are those with sol ownership, or at least 51% of stock held by minorities, or a partnership with at least 50% interest controlled by a minority-owned contractor.

Minority Status: Yes No

THIS AGREEMENT, by and between the «Company» and The Information Center, Inc., The Family Resource Place, hereinafter referred to as TIC, is to promote the development of a comprehensive and coordinated service delivery system to meet the needs of those individuals who are medically eligible for institutional placement as established by the Michigan Department of Community Health under the guidelines of the Federal Home and Community-Based Services Waiver for the Elderly and Disabled. TIC includes in the following two programs for the elderly: Care Management and the Medicaid Waiver program.

ADDENDUM G

STATEMENT OF FACTS:

The goal of *Care Management* is to assist frail elderly persons in obtaining services that will allow them to remain at home. One of the methods used by TIC to attain these goals is the direct purchase of services, as required by the client's care plan. The goal of the *Medicaid Waiver* is to promote a comprehensive and coordinated service delivery system to meet the needs of those individuals who are medically eligible for institutional placement as established by the Michigan Department of Community Health under the guidelines of the Federal Home and Community-Based Services Waiver for the Elderly and Disabled.

The Provider Agency is in the business of providing in-home and/or supportive services. Accordingly, it has significant expertise and ability to provide services required by TIC clients. TIC desires to purchase services from Provider Agency on a unit cost reimbursement basis for clients care needs.

This Agreement provides a mechanism for the creation of an individualized network of community resources on a client by client basis, through TIC Care Management program.

OBJECTIVES:

- ◆ To promote the mutual goal of maximizing independent functioning of eligible adults.
- ◆ To maintain a climate of cooperation and consultation with and between agencies in order to achieve maximum efficiency and effectiveness among all agencies serving Care Management clients.
- ◆ To avoid and/or reduce service duplication and fragmentation in the service area.
- ◆ To share information and resources, and advocate for the development of comprehensive community-based long-term care services in the service area.

The parties to the Agreement will, whenever possible, provide technical assistance and consultation to each other on matters pertaining to actual service delivery; will share, as appropriate, the findings of research and results of service delivery; share relevant needs assessment information and activities so that the resources of concerned agencies may be maximized.

SCOPE OF SERVICES:

Upon request from TIC, Provider Agency shall provide clients with in-home and/or supportive services consistent with the standards and prices specified in this contract.

TIC SHALL:

1. Provide comprehensive care management services to individuals who are medically eligible for institutionalization, and determined eligible for care management intervention.
 - A. Prescreening of all individuals referred for care management intervention tools developed and required by the Michigan Department of Community Health.
 - B. Conducting client assessment using tools provided by the Michigan Department of Community Health.
 - C. Care plan development, in consultation with the client's physician, family, and inclusive of a determination of frequency and duration of all services required under the care plan.
 - D. Service negotiation, including the arrangement of all health and human services as outlined in the care plan and that maximize all reimbursement sources available.
 - E. Care plan monitoring, to track client progress, through direct observational visits and
 - F. Client re-assessment, and appropriate care plan modification.

ADDENDUM G

2. Provide limited technical assistance to the Provider Agency, as requested and available.
3. Offer the Provider Agency information regarding the service utilization patterns of care management clients.
4. Monitor the performance and service quality of the Provider Agency through review of performance measures and consumer evaluations for selected services.

PROVIDER AGENCY SHALL:

1. Accept and serve on a priority basis Care Management client referred to it by TIC. Where openings do not exist in the Provider Agency caseload, the Provider Agency agrees to negotiate alternative arrangements with TIC staff in order to meet the needs of the client.
2. Accept the comprehensive assessment as completed by TIC staff and refrain from conducting duplicative assessment or re-assessment activities.
3. Provide service delivery as prescribed in the directions received from TIC staff during service requisition and as outlined in Addendum A, and in accordance with the Minimum Operating Standards.
4. Provide the TIC staff with regular, on-going feedback, regarding clients referred to it for services.
5. Inform TIC staff of the appropriate Provider Agency contact person to be notified in care plan development and modification.
6. Immediately notify the TIC staff if, for any reason, the Provider Agency is unable to provide services to the Care Management client as negotiated.
7. Comply with all licensing standards as may be prescribed, to assure quality of services delivered to TIC Care Management clients, to comply with all service standards and definitions as established by the MI Department of Community Health, OSA, TSA and/or TIC; to submit copies of current license(s) with this signed agreement, and to ensure that copies of all license renewals and updates are forwarded to TIC on a timely basis.
8. Follow the TIC pre-screening criteria when referring individuals who may be eligible for CM intervention.
9. Indemnify, save, and hold harmless TIC, OSA, the Michigan Department of Community Health, and TSA against expense or liability of any kind arising out of service delivery performed by the Provider Agency, and to immediately notify TIC staff if the Provider Agency becomes involved in, or is threatened with litigation related to any TIC client. The Information Center, Inc., The Family Resource Place, agrees to hold the Business Associate, its employees and officials harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees and expenses resulting directly or indirectly from any act or omission on the part of The Information Center, Inc., The Family Resource Place to the extent of the law.
10. Maintain, in effect at all times during the course of this Agreement, insurance coverage as indicated and required by the Michigan Department of Community Health, TIC and OSA. Further, Provider shall submit at the beginning of this Agreement and annually thereafter, Certificate of Insurance listing TIC as the "Additional Insured."
11. Protect client confidentiality as described in the Health Insurance Portability and Accountability Act and as defined in Addendum C of this contract.
12. Be duly incorporated and provide TIC with verification of incorporation.
13. Not assign, transfer, share or subcontract any of its duties or any of the services that it will render under the Agreement or contract to any third party or to any independent contractor without the prior written approval of TIC.
14. Comply with the Family and Medical Leave Act of 1992, and with the Americans with Disabilities Act of 1990, as it regards employers, public facilities, and providers of goods and services.
15. Comply with the Occupational Health and Safety Administration regulations governing use of toxic substances, etc., if appropriate.
16. Comply with federal and state civil rights regulations.
17. Establish an accessible record keeping system to verify information reported and be available for review by authorized representatives of the MDCH, OSA, TIC and/or TSA.

ADDENDUM G

18. Provider Agency shall have on file at all times the following:
- a) Personnel Records, including payroll records
 - b) Staff Development Records
 - c) Certification and/or License, if applicable
 - d) Tax exempt status documentation, if applicable
 - e) Independent financial audit, annually
 - f) Equal Opportunity Statement
 - g) Annual Internal evaluation
 - h) Liability Insurance/Workers Compensation Insurance/Automotive Liability Insurance, as applicable
 - i) Individual client records with staff/client verification for every service provided
 - j) Individual client accounts
19. Provider Agency shall submit a monthly bill by the 10th of the month to TIC for services ordered and delivered to clients on the billing forms provided. Each bill shall have corresponding documentation attached to the invoice, in the client's record, and/or in accounts regarding service activity. Where applicable, documentation of material costs shall be included with the monthly bill.
20. Provider Agency agrees to allow TIC access to reports and records noted in this agreement for the purpose of assessment.

REIMBURSEMENT:

The amount to be reimbursed for Care Management and Waiver services is established from the charge or bid presented in this Agreement, Addendum A, Cost per Unit Section. The Provider Agency must establish accessible record systems to verify all programmatic and fiscal information reported and make such records available for review by TIC staff and/or MI Department of Community Health.

Payment to Provider for services is dependent on the timely submission of report forms. Provider shall utilize three reporting tools (*Refer to Attachment I*):

1. Direct Service Purchase Monthly Service Report/Payment Voucher
2. Purchase of Service Monthly Service Report/Payment Voucher – Summary Report. This report summarizes the information contained on the Payment Voucher and totals payment due by funding source.
3. The Information Center Missed Visit Log.

It is required that the enclosed report forms be used for all billing. Both report forms are due by the 10th of the month to TIC for services ordered and delivered to clients. Reports must cover a one-month period from the first day of the month through the last day of the month. Bills not received within sixty (60) days of the month that service was rendered **may not be honored.**

Provider Agency shall be reimbursed within 30 days of receipt of reports at TIC. If the information submitted is received after the 10th of the month, and/or is incomplete or inaccurate, payment will be delayed until the necessary corrections are submitted by the Provider Agency and approved for payment by TIC.

ADDENDUM G

RECORDS RETENTION AND ACCESS:

The Provider Agency assures that it will retain all records pertaining to this agreement for the period of six (6) years in accordance with Michigan Department of Community Health standards. This documentation shall include, at a minimum:

- Participant name
- Date of service
- Type of service
- Unit cost
- Time and number of units provided per participant

TIC, OSA, HCFA, MDCH and/or TSA or any of their authorized representatives, shall have the right of access to any book, document, papers, or other records of the provider agency which are pertinent to the agreement, in order to make audit, examination, excerpts, and transcripts, so long as such is in conformity with the Privacy Act.

TERMINATION:

1. This agreement may be terminated upon thirty (30) days written notice by either party hereto.
2. Provider Agency agrees to submit its final bill to TIC for services rendered under this agreement by the 10th of the month following termination of the agreement.
3. Upon termination of this agreement, TIC shall remove Provider Agency's name from the list of approved service providers.

Provider signature on Purchase of Services Agreement is binding on the Provider Agency, it's successors, transferees, and assignees and applies to all Addendums and Assurances A-G inclusive.

SIGNATURES

For The Information Center, Inc.:

Signature

Edward D'Angelo

Printed Name

Executive Director

Title

Date

For The Provider Agency:

Signature

Printed Name

Title

Date