

HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA Use Only
SUBCONTRACTOR AGREEMENT	Contract Start Date:
	Contract End Date: 09/30/2028

(If private individual please provide First Name, Middle Initial and Last Name)

ALL FIELDS ARE MANDATORY – IF NOT APPLICABLE MARK N/A

PROVIDER NAME / BUSINESS NAME		
AUTHORIZED REPRESENTATIVE(S)		
STREET ADDRESS		P.O. BOX
CITY	STATE	ZIP CODE PLUS 4
PHONE NUMBER	FAX NUMBER	TOLL FREE NUMBER
TYPE OF AGENCY: <input type="checkbox"/> PUBLIC <input type="checkbox"/> PRIVATE, NOT FOR PROFIT <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> PRIVATE INDEPENDENT CONTRACTOR		
SERVICE PROVIDER TYPE (under application):		
SERVICE AREA (Counties or Cities)		
EIN / SSN NUMBER	NATIONAL PROVIDER ID (NPI) <small>Required if providing CLS, Nursing, Respite, and Adult Day Services</small>	
MEDICAID ID NUMBER, IF APPLICABLE	UNIQUE ENTITY ID (SAM.GOV)	
PRIMARY CONTACT PERSON NAME	PRIMARY CONTACT TITLE	
PRIMARY CONTACT EMAIL ADDRESS	PRIMARY CONTACT PHONE NUMBER	

This section is for Residential Setting facilities:

MANAGEMENT COMPANY NAME	MANAGEMENT COMPANY CONTACT
MANAGEMENT COMPANY PHONE	MANAGEMENT COMPANY EMAIL
FACILITY ADMINISTRATOR NAME	FACILITY OWNER NAME
FACILITY ADMINISTRATOR PHONE	FACILITY OWNER PHONE
FACILITY ADMINISTRATOR EMAIL	FACILITY OWNER EMAIL

This Agreement is between Northeast Michigan Community Service Agency (NEMCSA), and _____, hereinafter referred to as Provider Agency, 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 Health and Human Services 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 participant-by-participant basis, through the NEMCSA Care Management Program and the Home and Community Based Waiver Program.

OBJECTIVES

- To promote the mutual goal of maximizing independent functioning of eligible adults through Supports Coordination.
- To maintain a climate of cooperation and consultation with and between agencies to achieve maximum efficiency and effectiveness among all agencies serving program participants through Supports Coordination.
- 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 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 of 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

NEMCSA shall:

1. Provide comprehensive Supports Coordination services to individuals who are medically eligible for institutionalization and determined eligible for Supports Coordination/Care Management intervention.

The responsibilities of NEMCSA shall include:

- a. screen all individuals referred for supports coordination/care management intervention;
- b. participant assessment, using assessment tool provided by the Michigan Department of Health and Human Services;

- c. care plan development, in consultation with the participant's physician, family, allies 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 that maximizes all reimbursement sources available;
 - e. care plan monitoring, to track participant progress, through direct observational visits; and
 - f. participant reassessment and appropriate care plan modification.
2. Provide technical assistance to Provider Agency, as requested and available.
 3. Use screening and assessment tools developed and required by the Michigan Department of Health and Human Services, for use by NEMCSA Supports Coordination staff.
 4. Offer the Provider Agency information regarding the service utilization patterns of care management/waiver participants.

As a result of the Agreement the Provider Agency shall:

1. Accept and serve on a priority basis Care Management participants referred to it by the NEMCSA Care Management Program. Where openings do not exist in the Provider Agency caseload, the Provider Agency agrees to negotiate alternative arrangements with NEMCSA and Supports Coordination staff to meet the needs of the participant.
2. Accept the comprehensive assessment as completed by the NEMCSA Supports Coordination staff and refrain from conducting duplicative assessment or reassessment activities.
3. Provide service delivery as prescribed in the directions received from the NEMCSA Supports Coordination staff during service requisition.
4. Provide the NEMCSA Supports Coordination staff with regular, on-going feedback regarding participant referred to it for services.
5. Inform the NEMCSA staff of the appropriate Provider Agency contact person to be notified in care plan development and modification.
6. Immediately notify the NEMCSA Supports Coordination staff if, for any reason, the Provider Agency is unable to provide service to the Care Management/Waiver participant, as negotiated, or if a service is not provided as agreed.
7. Comply with all licensing standards as may be prescribed, to assure quality of services delivered to Care Management/Waiver participant, to comply with all service standards and definitions established by the Department of Health and Human Services and/or NEMCSA. (Private providers must submit copies of current license with this signed agreement.)

8. Follow the NEMCSA Care Management prescreening criteria when referring individuals who may be eligible for Care Management intervention.
9. Indemnify, save and hold harmless NEMCSA and the Michigan Department of Health and Human Services against expense or liability of any kind arising out of service delivery performed by the Provider Agency, and to immediately notify the NEMCSA Supports Coordination staff if the Provider Agency becomes involved in, or is threatened with litigation related to any NEMCSA Care Management/Waiver participant.
10. Maintain at least a minimum of the required insurances and be responsible for all deductibles throughout the duration of this Agreement, as required by the Michigan Department of Health and Human Services (MDHHS). All required insurance must:
 - a. Protect NEMCSA-Region 9 AAA from claims that may arise out of, are alleged to arise out of, or result from a Provider Agency's performance;
 - b. Be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the state; and
 - c. Be provided by a company with an A.M. Best rating of "A-" or better and a financial size of VII or better.
11. Protect participant confidentiality and agree to not identify NEMCSA Care Management/ Waiver participants by name or otherwise, in any reports, without prior consent from the participant, and approval by the NEMCSA and the Department of Health and Human Services. (See Business Associate Agreement for providers receiving protected health information).
 - a. Legal limitations exist on both the Provider Agency and the NEMCSA Supports Coordination staff regarding the disclosure of information about a participant. The law treats all communication received from the participant as confidential, whether oral, written, or electronic, including records derived from those communications.
12. Accept from and share any information that may be necessary to better serve the participant that may be viewed as confidential, upon receipt of a copy of the general release of information signed by the participant.
13. Ensure that all work and services performed under this Agreement comply with all relevant laws and regulations enforced by the U.S. Department of Labor, including those related to wages, hours, child labor, discrimination, and workplace conditions.
 - a. Subcontracting is permitted only when necessary and must adhere to all labor laws, including but not limited to wage, hour, FLSA, discrimination laws, and worker classification requirements. The Provider Agency remains fully responsible for the actions and compliance of any subcontractors or independent contractors (including but not limited to 1099 workers). Any failure to comply with these regulations shall constitute a material breach of this Agreement and may result in termination.
14. Comply with all applicable federal and state laws, regulations, and policies governing the MI Choice Waiver program, including but not limited to 42 CFR § 434 (Contracts), 42 CFR § 438 (Managed Care Requirements), and every term and condition incorporated in the Michigan

Department of Health and Human Services (MDHHS) Medical Services Administration (MSA) Provider Enrollment Agreement, as each may be amended from time to time.

15. Comply with the Drug-Free Workplace Act of 1988, ensuring that the Provider maintains a workplace free from the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances.
16. Adhere to the principles of equal opportunity in employment in keeping with Executive Order 1979-4 and all civil rights compliance provisions required in state and federal contracts.
17. Adhere to all applicable requirements of the Occupational Safety and Health Act (OSHA) to ensure safe and healthy working conditions.
18. Operate in compliance with the Americans with Disabilities Act (Public Law 101-336) and 42 USCA § 12101, including all accessibility and accommodation provisions.
19. Agree to comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health, and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208).

This Agreement will be reviewed annually by NEMCSA, and amended, if necessary, by NEMCSA, for the purpose of focusing the provisions herein to address more specifically the agreed upon interactions between the parties. NEMCSA may make these changes, or modifications, unilaterally.

Periodic review will include amending the Agreement to appropriately reflect pertinent agreements that may be developed between NEMCSA and other federal, state, and local agencies.

Termination may be used, at the discretion of NEMCSA, with or without prior probation or suspension, for serious violations of the Contract, which are not deemed by the NEMCSA to be correctible, or which are likely to recur, as well as lack of availability of funding. For adequate cause, NEMCSA may immediately terminate this Contract prior to the end of an approved budget year or prior to the end of the contracted period.

The Subcontractor may terminate the subcontract upon **THIRTY** (30) days written notice to NEMCSA at any time prior to the completion of the subcontract, for adequate cause.

ADDENDUM A - Addendum A contains the purchase of service agreement.

ADDENDUM B - Addendum B includes the Provider Agency's assurance that its employees meet the minimum standards developed by the Department of Health and Human Services and NEMCSA.

ADDENDUM C - Addendum C includes the assurance that the Provider Agency will comply with Section 504 of the Rehabilitation Act of 1973, as amended.

ADDENDUM D - Addendum D includes the assurance that the Provider Agency will comply with the Department of Health and Human Services Regulations under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights Act of 1976, and the Elliot-Larsen Civil Rights Act of 1976.

ADDENDUM E - Business Associate Agreement, if applicable.

ADDENDUM F – Addendum F includes the assurance that the Provider Agency will comply with Section 1903(l) of the Social Security Act, if applicable.

ADDENDUM G - Contract Supplement; contains minimum service standards and NEMCSA – Region 9 Area Agency on Aging (AAA) requirements.

This Agreement is valid for a three-year term or multi-year span as specified, unless terminated earlier in accordance with its terms. However, the Provider Agency must fulfill annual contracting requirements, including but not limited to updated certifications, compliance documents, financial statements, and any other materials as required by the contracting entity. Failure to meet these annual requirements may result in suspension or termination of this Agreement.

Certification of Authority

The undersigned certifies that they have the requisite authority to bind the Provider Agency to the terms and conditions of this Agreement. The Provider Agency signature on all Agreements and Assurances is binding for the term of the Agreement. By signing below, the undersigned confirms they are authorized to execute this Agreement on behalf of the Provider Agency.

This Agreement is made exclusively between the undersigned Parties and shall not be assigned, transferred, or otherwise conveyed, in whole or in part, to any third party. In the event that the Provider Agency undergoes a change of ownership, including but not limited to a sale, merger, or acquisition that results in the business operating under a new Federal Employer Identification Number (FEIN), the Provider Agency must provide at least thirty (30) days' prior written notice to the other Party. Such a change requires the execution of a new Agreement before services may continue under the new entity. Any failure to comply with this provision shall render this Agreement null and void upon the change of ownership.

SIGNATURES

Signature of NEMCSA Representative

Laurie L. Sauer

Typed Name

NEMCSA-AAA Director

Title

Date

Representative Signature of Provider Agency

Typed Name

Title

Date

ADDENDUM A

HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA USE ONLY
PURCHASE OF SERVICE AGREEMENT	Contract Start Date:
	Contract End Date: 09/30/2028

This Agreement, effective _____, negotiated between Northeast Michigan Community Service Agency, NEMCSA, and _____ the Provider Agency, outlines the services that may be purchased from the latter party.

SERVICES TO BE RENDERED

NEMCSA may purchase services from the Provider Agency, if selected from the Direct Service Purchasing pool. Services are purchased at the levels specified in the Care Management/Waiver Plan of Care on a per participant basis as developed by the NEMCSA Supports Coordinators. Provider activities must meet service definitions and all standards presented in the Service Definitions and Standards, as established by the Department of Health and Human Services.

PAYMENT AND REPORTING

The Provider Agency will receive payment for approved services delivered through a **MONTHLY** reimbursement method. Checks are made payable to the Provider Agency each month upon receipt and approval of billing voucher by NEMCSA. Bill vouchers received after the 15th day of the month will be processed with the next month's vouchers. No voucher will be accepted, that is more than 3 months following the month of service. Services provided without written service authorization from NEMCSA staff are not reimbursable.

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 NEMCSA staff and/or Department of Health and Human Services.

COST PER UNIT (inclusive of all costs) If more lines are required, use separate sheet of paper.

HCPC Service Code / Description	Proposed MI Choice Capacity	BID Rate (per unit)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNATURES

Signature of NEMCSA Representative

Signature of Provider Agency Representative

NEMCSA-AAA Director

Title

Title

Date

Date

ADDENDUM B

HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA USE ONLY
MINIMUM STANDARDS ASSURANCE	Contract Start Date:
	Contract End Date: 09/30/2028

Any service purchased by NEMCSA must comply with the service definitions, unit definitions, and minimum standards of operation established by both the Michigan Department of Health and Human Services and NEMCSA.

As a Provider Agency for NEMCSA, _____

HEREBY ASSURES the persons involved in implementing the Subcontractor Agreement have read the minimum standards for each of the services for which service may be purchased by NEMCSA 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/HCPCS Codes for which the Provider Agency is proposing to make available for purchase by NEMCSA).

- | | |
|----|-----|
| 1. | 6. |
| 2. | 7. |
| 3. | 8. |
| 4. | 9. |
| 5. | 10. |

FURTHERMORE, the Provider Agency assures that it possesses insurance coverage as required by the Department of Health and Human Services in the Service Standards/Definitions, that **NEMCSA is listed as an additional insured under such insurance coverage, and that a Certificate indicating that NEMCSA is an additional insured under such insurance coverage is included as an appendix to this agreement. The Provider Agency understands that service purchasing cannot begin until such time as NEMCSA has in its possession such 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 NEMCSA. The Provider agency recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that NEMCSA shall have the right to seek enforcement of this assurance.

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

SIGNATURES

Signature of NEMCSA Representative

Signature of Provider Agency Representative

NEMCSA-AAA Director

Title

Title

Date

Date

ADDENDUM C

HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA USE ONLY
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED	Contract Start Date:
	Contract End Date: 09/30/2028

_____, the Provider Agency, who receives funds from the Michigan Department of Health and Human Services, HEREBY AGREES THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29, USC 794), 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 application 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 below 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 be 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.

I CERTIFY THAT THE ABOVE STATED INFORMATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Signature of Provider Agency Representative

Title

Date

ADDENDUM D

HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA USE ONLY
ASSURANCE OF COMPLIANCE WITH HEALTH AND HHS REGULATIONS	Contract Start Date:
	Contract End Date: 09/30/2028

_____, the Provider Agency who receives funds from the Michigan Department of Health and Human Services, 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 Services (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 religion, race, color, national origin, age, sex, height, weight, marital status, disability, sexual orientation, gender identity, or gender expression 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 NEMCSA, and HEREBY GIVES ASSURANCE that it will immediately take measures necessary to effectuate this agreement. The Provider shall clearly post notices at agency offices and locations where services are provided, in English and other languages as appropriate, indicating non-discrimination in hiring, employment practices and provision of services. The Provider is also required to maintain written policies and procedures that implement and uphold this nondiscrimination assurance. Additionally, the Provider must fully cooperate with the Waiver Agency and the Michigan Department of Health and Human Services (MDHHS) in any civil rights compliance reviews, audits, or investigations.

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 NEMCSA, 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 no 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 all grants, loans, contracts, property, discounts, or other financial assistance extended after the date of this assurance 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 below as authorized to sign this Assurance on behalf of the Provider Agency.

Signature of Provider Agency Representative

Title

Date

ADDENDUM F

HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA USE ONLY
ASSURANCE OF COMPLIANCE WITH SECTION 1903(I) OF THE SOCIAL SECURITY ACT	Contract Start Date:
	Contract End Date: 09/30/2028

_____, the Provider Agency who receives funds from the Michigan Department of Health and Human Services, HEREBY AGREES THAT it will comply with the requirements imposed by, or pursuant to, Section 1903(I) of the Social Security Act, as added by the 21st Century Cures Act (Pub. L. 114-255), mandating the use of an Electronic Visit Verification (EVV) system for personal care services (PCS) and home health care services (HHCS) provided under a Medicaid State Plan of the Social Security Act or under a waiver of the State Plan.

The Provider must ensure that an approved EVV is used for all PCS encounters delivered through the MI Choice Waiver program. This requirement applies to all PCS billed under HCPCS codes H2015 and S5150, whether provided in a participant's home or in other community-based settings. The EVV system used must electronically capture and transmit the following data elements: the type of service provided, the individual receiving the service, the date of service, the start and end times of the visit, the location where the service begins and ends, and the identity of the individual providing the service.

The Provider is responsible for integrating EVV data into the format and frequency required by the Michigan Department of Health and Human Services or MDHHS and submitting it to the State-designated aggregator. The Provider must retain all EVV records for a minimum of ten (10) years and make such records available for review or audit upon request. Any issues related to EVV system functionality, data transmission, or accuracy must be reported immediately to the Waiver Agency. The Provider is also responsible for training all relevant administrative staff and direct care workers on the appropriate use of the EVV system prior to service delivery.

Non-compliance with EVV requirements may result in the denial of claims, recovery of funds, suspension of referrals, or termination of this Agreement. This Assurance further certifies that the Provider Agency has no 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 into consideration for and for the purpose of obtaining all grants, loans, contracts, property, discounts, or other financial assistance extended after the date of this assurance 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 below as authorized to sign this Assurance on behalf of the Provider Agency.

Signature of Provider Agency Representative

Title

Date

HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA USE ONLY
SUBCONTRACTOR ENROLLMENT AGREEMENT Michigan Department of Health and Human Services	Contract Start Date:
	Contract End Date: 09/30/2028

This form is to be completed by all providers who wish to receive payment from the Medicaid-enrolled Pre-paid Ambulatory Health Plan (PAHP) for services provided under the Home & Community Based Services Waiver for the Elderly and Disabled. An original payment agreement must be submitted to **each** eligible provider.

COMPLETION INSTRUCTIONS – PLEASE TYPE OR PRINT CLEARLY

- 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.
- 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.
- Proof of the EIN number (federal tax number) is **REQUIRED**.
- Providers must attach a copy of their licensure/certification, as applicable.
- 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)	PROFESSIONAL TITLE, IF APPLICABLE
EMPLOYER'S NAME (SEE INSTRUCTIONS)	EIN NUMBER (SEE INSTRUCTIONS)
STATE LICENSE NUMBER (SEE INSTRUCTIONS)	APPLICANT SOCIAL SECURITY NUMBER

BUSINESS LOCATION

STREET ADDRESS (NUMBER & STREET)			P. O. BOX
CITY	STATE	ZIP CODE PLUS 4	PHONE NUMBER

MEDICAL ASSISTANCE (MEDICAID) PROVIDER PAYMENT AGREEMENT CONDITIONS

All information furnished in this payment agreement form is true and complete.

1. I consent that, upon request and at a reasonable time and place, I will permit authorized agents of the State of Michigan 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.
2. I am not currently suspended, terminated, or excluded from any state Medicaid Program or by the U.S. Department of Health and Human Services.
3. 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).
4. 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 or misrepresentation, or conspiracy to engage therein.
5. I agree to comply with the Michigan Department of Health and Human Services (MDHHS) 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.
6. 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 the conditions listed above. I certify that the undersigned has the authority to execute this agreement.

APPLICANT'S SIGNATURE	TITLE	DATE
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The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, religion, age, national origin, color, sex, sexual orientation, gender identify, gender expression, height, weight, veteran status, marital status, political beliefs, or disability.