HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA Use Only
SUBCONTRACTOR AGREEMENT	Contract Begin Date: 10/01/2019
	Contract End Date: 09/30/2022

(If private individual please provide First Name, Middle Initial and Last Name)
ALL FIELDS ARE MANDATORY – IF NOT APPLICABLE MARK N/A

PROVIDER NAME:		
STREET ADDRESS		P.O. BOX
CITY:	STATE:	ZIP CODE PLUS 4
PHONE NUMBER:	FAX NUMBER:	TOLL FREE NUMBER:
TYPE OF AGENCY: ☐ Nonprofit Corporation ☐ For-profit Corporation ☐ General Purpose Government or Agency thereof		
CONTACT PERSON NAME AND TITLE:	CONTACT E-MAIL ADDRESS:	
DUNS NUMBER:		
EIN NUMBER, IF APPLICABLE:	SOCIAL SECURITY NUMBER, IF APPLICABLE:	
MEDICAID ID NUMBER, IF APPLICABLE:	NATIONAL PROVIDER ID (NPI): required if providing nursing services	
SERVICE AREA: (Counties or Cities)		

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 in order to achieve maximum efficiency and effectiveness among all agencies serving waiver clients 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 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 maximize 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 in order 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 as 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, in effect at all times during the course of this Agreement, insurance coverage as indicated and required by the Michigan Department of Health and Human Services, which includes NEMCSA as an additional named insured. (Provider Agency must provide NEMCSA a copy of an additional named insured certificate with this signed agreement, and must provide a copy of the insurance policy upon request.)

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, and avoid requiring the signing of additional release by the participant.

This Agreement will be reviewed annually, and amended if necessary, for the purpose of focusing the provisions herein to more specifically address the agreed upon interactions between the parties.

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, the 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.

Provider signature on all Agreements and Assurances is binding for the term of the Agreement.

SIGNATURES

Signature of NEMCSA Representative	Representative Signature of Provider Agency
Laurie L. Sauer	
Typed Name	Typed Name
NEMCSA-AAA Director	
Title	Title
Date	Date

ADDENDUM A

HOME & COMMUNITY BASED SERVICES WAIVER FOR THE ELDERLY & DISABLED	NEMCSA USE ONLY
	Begin Date: 10/01/2019
PURCHASE OF SERVICE AGREEMENT	End Date: 09/30/2022

This Agreement, effective October 1, 2019, 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 a 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 that 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.

SERVICE	# Participants You Anticipate You Can Serve	PER UNIT BID PRICE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

LENGTH OF AGREEMENT

Fiscal Years 2020-2022: Approved Period: From October 1, 2019 through September 30, 2022

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	Begin Date: 10/01/2019 End Date: 09/30/2022

Any service purchased by NEMCSA must be in compliance with the Department of Health and Human Services and NEMCSA service definitions, unit definition, and minimum standards of operation.

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 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 though 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	Begin Date: 10/01/2019
	End Date: 09/30/2022

_____, 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	Begin Date: 10/01/2019
	End Date: 09/30/2022

_____, 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 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 NEMCSA, 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 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 any and 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	Eligibility Begin Date: 10/01/2019
	Eligibility End Date: 09/30/2022

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 for **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

1. PROVIDER'S NAME (SEE INSTRUCTIONS)	2. PROFESSIONAL TITLE, IF APPLICABLE
3. EMPLOYER'S NAME (SEE INSTRUCTIONS)	4. EIN NUMBER (SEE INSTRUCTIONS)
5. STATE LICENSE NUMBER (SEE INSTURCTIONS)	6. APPLICANT SOCIAL SECURITY NUMBER

BUSINESS LOCATION

7. STREET ADDRESS (NUMBER & STREET)			P. O. BOX
CITY	STATE	ZIP CODE PLUS 4	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 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 or misrepresentation, or conspiracy to engage therein.
6. I agree to comply with the 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.

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.

APPLICANT'S SIGNATURE	TITLE	DATE

The Michigan Department of Health and Human Services will not discriminate against any individual or group because of race, religion, age, national origin, marital status, political beliefs, or disability.