Print Form

NEW YORK STATE DEPARTMENT OF HEALTH
Office of Medicaid Management
Bureau of Long Term Care

HOME AND COMMUNITY BASED SERVICES MEDICAID WAIVERS
TRAUMATIC BRAIN INJURY (TBI)

AGREEMENT BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH AND A PROVIDER OF HOME AND COMMUNITY-BASED WAIVER SERVICES

This Agreement is between the New York State Department of Health (DOH) and _____ (Provider), who is approved to provide New York State Home and Community-Based Services (HCBS). The Provider will receive a letter from DOH indicating the approved waiver services.

For the purpose of establishing eligibility for payment under Title XIX of the Federal Social Security Act, the Provider agrees to comply with all provisions of the New York State Social Services law and regulations adopted under the authority of such law; the terms of the addenda attached to this contract and 42 CFR 431.107; the standards of operation set forth in the DOH Provider Manual for Home and Community Based Services (HCBS) waivers; and all revisions and updates to the Manual and this agreement.

The Provider also agrees to:

I. Keep any records necessary to disclose the type and extent of services furnished to recipients and on request, furnish to DOH, its designees, the Secretary of the U.S. Department of Health and Human Services or the State Medicaid Fraud Control Unit, information regarding these services and payments claimed under Title XIX;

II. Abide by all applicable federal and State laws, and regulations of DOH and the Department of Health and Human Services including all requirements of the Health Insurance Portability and Accountability Act (HIPAA);

IIII. Report all revenues and expenses associated with the provision of waiver services using the forms and procedures established in the Program Manual;

IV. Submit claims for waiver services in accordance with instructions issued, specifically ensuring that services billed as waiver services are not also billed to Medicaid under the existing State Plan services;

V. Submit claims for all waiver service(s), except Service Coordination and Environmental Modifications, only when the recipient is Medicaid eligible, an approved waiver participant, and residing in the community;

VI. Submit claims for Service Coordination only when the recipient is Medicaid eligible, and an approved waiver participant and residing in the community or, when a waiver participant is hospitalized, in accordance with the Program Manual;

VII. Submit claims for prior approved Environmental Modifications only when the recipient is Medicaid eligible, an approved waiver participant, and residing in the community. In situations where the individual is not discharged into the community as anticipated, billing must be prior approved by the RRDS in accordance with the Program Manual;

VIII. Attend fair hearings and provide testimony regarding the recipient of waiver services when requested by DOH; and comply with such fair hearing decisions in accordance with 18 NYCRR 358-6.4;

IX. Provider agencies which choose to function as landlords for waiver participants must allow participants to select waiver services from all approved providers and support access to unbundled services. Provision of housing must not be contingent upon the selection of services from the provider. Waiver participants choosing to reside in a provider owned living arrangement must have a choice of where they live, whom they live with and must be issued a one-year lease; and

.X When a provider is contacted by an individual inquiring about the HCBS waivers, the provider must refer the individual to the appropriate Regional Resource Development Center (RRDC) for information and referral. This will ensure that the individual is informed of their right to select services from a list of approved service providers.

This Agreement shall be effective upon approval by DOH and shall remain in effect no later than March 31, 2008. This Agreement may be terminated sooner by either party for any reason upon sixty (60) days written notice to the other party. In the event the Agreement expires or is terminated, the Provider will cooperate with and assist DOH or its designee in obtaining services determined to be necessary and appropriate for waiver participants.

_____

Provider Agency Address

_____

Authorized by Signature Date

_____

Contact Person Telephone

SERVICE CERTIFICATION

Issuance of a Provider Agreement constitutes certification of the covered services. It does not constitute a blanket commitment to sponsor unlimited services.

AGREEMENT BETWEEN THE NEW YORK STATE DEPARTMENT OF HEALTH AND A PROVIDER OF HOME AND COMMUNITY-BASED WAIVER SERVICES (cont'd)

Addendum I

Rights of Waiver Participants

(A) Providers of HCBS waiver services must protect and promote the exercise of basic rights for participants including their right to:

1. Select or change individual service provider(s) and/or choose to receive waiver services from different agencies or different providers within the same agency without affecting overall waiver eligibility;

2. Participate in the planning of his or her services and supports. In addition to the Service Plan, plans for each waiver service must be developed, approved, implemented and updated in accordance with the waiver participant's requests and with the requirements established in the Provider Manual for the HCBS waiver;

3. Be given a statement of the services available to the participant under the waiver;

4. Be informed of when and how approved services described in the Service Plan will be provided, and the name and functions of any person and affiliated entity providing care and services;

5. Refuse care, treatment and services after being fully informed of the consequences of such actions;

6. Submit complaints about care and services provided or not provided and complaints concerning lack of respect for the individual's rights and property. Receive support and direction from the Service Coordinator and the RRDS for resolving waiver participant's concerns and complaints about services and service providers. Such complaints may be directed to the agency employing the service provider, any outside representative of the individual's choice or the Department of Health, and must be investigated as outlined in the Program Manual. The resolution of such investigation must be provided to the participant. The participant may not be subjected to restraint, interference, coercion, discrimination or reprisal as a result of filing such complaint;

7. Be treated with consideration, respect and full recognition of his or her dignity, property rights and individuality;

8. Be afforded privacy, including confidential treatment of waiver participant records, and refusal of their release to any individual not authorized to have such records, except in the case of the participant's transfer to a health care facility, or as required by law or Medicaid requirements;

9. Be informed of the rights contained herein and the right to exercise such rights, in writing, prior to the initiation of care as evidenced by written documentation in the record maintained by each service provider who has ongoing contact with the participant; and

10. Be advised in writing of the address, telephone number and the hours of operation of the Service Coordinator, all service providers and their supervisors, the Regional Resource Development Specialist (RRDS) and the TBI Complaint line;

(B) Each provider agency and the participant's Service Coordinator must inform individuals providing services to waiver participants of the rights of participants and the responsibility of all personnel to protect and promote the exercise of such rights.

(C) If a participant lacks capacity to exercise these rights, the participant's legal guardian will exercise those rights.

(D) If a participant has been adjudicated incompetent in accordance with State law, all rights and responsibilities specified in this addendum devolve to the appointed committee or legal guardian authorized to act on behalf of the participant.

Addendum II

Provision of HCBS Waiver Services

Each provider of waiver services MUST adhere to the following standards:

1. Services must be provided in accordance with the participant's assessed needs, accepted standards of quality and effectiveness and the provider's recognized scope of practice and competence.

2. Services must be provided in a manner that promotes, and does not jeopardize the participant's health and welfare.

3. A Service Plan for the participant must be developed, implemented and updated in accordance with the requirements established in the Program Manual for the HCBS waiver.

4. Services will be provided to participants without regard to race, color, creed, gender, national origin, sexual orientation or disability.

5. Provider personnel shall be governed by the applicable federal and State labor laws and regulations.

6. Providers must refer the participant to the Service Coordinator for other health and social community resources which may benefit the participant.

7. The Provider must oversee the provision of services to ensure that quality services are delivered in a timely manner and in accordance with the Service Plan;

8. Providers must support the participant's right to choose services from approved providers.

9. Participant records must include documentation of changes in the participant's condition, adverse reactions, and problems. Any changes impacting the participant's environment, health and welfare must be noted and immediately reported to a supervisor and the participant's Service Coordinator. All records must be maintained in accordance with applicable law. DOH or its representatives reserve the right to review records at any time.

10. There must be effective communication between the Service Coordinator and all service providers to ensure that the participant's health and welfare are maintained in accordance with the Service Plan. The Provider will inform the waiver participant of information that will be shared among service providers.

11. The Provider will document all Serious Reportable and Recordable Incidents and manage in accordance with the Incident Policy in the Program Manual.

The Regional Resource Development Specialist (RRDS), as designees of the DOH, shall have full access to all provider records regarding a participant and the provision of HCBS waiver services.

I acknowledge the information presented in Addendum I and II of this Agreement.

_____

Provider Agency | Contact Person | Title

_____

Authorized by | Signature | Date

_____

Contact Person