



MI Choice Medicaid Waiver Program

For Direct Service Purchasing through

The Information Center, Inc.

Updated: May 1st, 2016



Required Documentation Checklist for Non Direct Contact Providers

In order to contract with The Information Center for MI Choice Medicaid Waiver services, the following documentation must be submitted with **two** signed copies of the Purchase of Service Agreement

Policies and Procedures

- Participant Confidentiality
- Participant appeals/grievances procedure
- Feedback and evaluation survey procedure, along with a copy of the survey
- Policy for handling emergencies in the participant's home
- Procedure for documenting units of service for billing purposes
- Policy to verify that authorized units of services are actually being provided
- Accounting policies and procedures

Provider Documentation

- A copy of the State License (if applicable)
- A Copy of the most recent audit report/financial statement
- Signed copy of TIC's Verification of Standards (ensure appropriate version is submitted)

Current Proof of insurance (These must be supplied annually; The Information Center, Inc. MUST be named as an additional insured; Coverage must be sufficient to indemnify loss of federal, state, and local resources due to casualty or fraud, and to cover the fair market value of the asset at time of loss.)

- Workers Compensation;
- Unemployment;
- Property and theft coverage;
- Fidelity bonding;
- Facility insurance (for facilities purchased with federal and/or state funds);
- No-fault vehicle insurance (for agency owned or insured vehicles that transport clients);
- Professional Liability (if applicable);
- Fidelity Bonding;
- Umbrella Liability

Provider Name

Date



The Information Center, Inc.
20400 Superior Rd
Taylor, MI 48180
(734) 282-7171

Dear Potential Provider:

Thank you for providing services to seniors and disabled adults in the community.

The Information Center, Inc. is a private non-profit established in 1975. One of our purposes is to administer a program to offer choices that assist the elderly and adult disabled populations to safely remain at home as an alternative to a nursing home. By becoming an approved Medicaid MI Choice Waiver provider, your company is placed in a "service pool." When your organization's services are needed, care managers/supports coordinators will notify you and request the service.

This application packet has been enclosed for your review. You must complete:

- Required Document Checklist for Home Based Service Providers (page 2)
- Direct Purchase of Service Cost Agreement (Page 4)
- Unit Rates must be listed for each service provided (page 7)
- Assurance of Compliance (bottom of Page 8)
- Medical Assistance Provider Enrollment Agreement (Page 9)
- Suspension and Disbarred Declaration (Page 10)
- Michigan State Background Check Verification (page 11)
- Business Associate Agreement (Page 14)

In addition, all providers/companies must provide a copy of:

- **Licenses** that may be required (i.e. counselor, general contractor, etc.)
- Copy of **insurance for general liability** and **worker's compensation**
(you must contact your insurance company and add The Information Center as a certificate holder.)

When you have had the opportunity to review this application, please contact me at (734) 282-7171 with questions you may have. **You need to return 2 copies of the contract with the owner's original signatures and one copy of the appropriate licenses and insurance certificates.**

Sincerely,

Daniel Smith
Vendor Development & Reporting Manager
The Information Center

The Information Center, Inc. **Direct Purchase of Service Cost Agreement**

THIS AGREEMENT is entered into by and between the Provider Agency, listed below, and The Information Center, Inc. The Family Resource Place of 20400 Superior Rd Taylor, MI 48180, herein referred to as TIC

PROVIDER AGENCY:			<i>Hereinafter referred to as Provider</i>		
CONTACT PERSON:			TITLE:		
ADDRESS:					
CITY:			STATE:	ZIP:	
PHONE:	FAX:		EMAIL:		
EIN NUMBER:			SOCIAL SECURITY NUMBER:		

Tax Status:

- Sole Proprietor
- Partnership
- Corporation
- LLC

Type of Provider:

- Private for Profit Corporation
- Private Non-Profit Corporation
- Public

Minority Owned:

- Yes
- No

Services to be provided:

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Respite Care <input type="checkbox"/> Adult Day Service <input type="checkbox"/> Nursing Services <input type="checkbox"/> Medical Equipment & Supplies <input type="checkbox"/> Environmental Modification <input type="checkbox"/> Non-Medical Transportation <input type="checkbox"/> Personal Emergency Response <input type="checkbox"/> Community Living Supports in AFC/HFA | <ul style="list-style-type: none"> <input type="checkbox"/> Home Delivered Meals <input type="checkbox"/> Counseling <input type="checkbox"/> Community Living Supports <input type="checkbox"/> Private Duty Nursing <input type="checkbox"/> Out-of-Home Respite <input type="checkbox"/> Chore (lawn, snow, etc.) <input type="checkbox"/> Fiscal Intermediary |
|--|--|

Service definitions, codes, units, and minimum standards for Waiver Services are identified in the Michigan Department of Health and Human Services Operating Standards for the MI Choice Waiver Program. The Provider shall comply with all MI Choice Medicaid Waiver service standards (located online at www.theinfocenter.info under Vendor>Purchase of Services Package).

TERMS OF AGREEMENT

1. **Licensing.** The Provider shall comply with all applicable state and local licensure requirements.
2. **Business Status.** The Provider shall provide documentation upon request that it has a legal basis for existence such as: private non-profit corporation status with appropriate IRS tax exempt status, a private for-profit corporation, governmental affiliation, partnership, or sole proprietor.
3. **Insurance.** The Provider shall maintain and supply proof that it has a public liability and property damage insurance policy insuring the Provider and TIC against any liability imposed upon the Provider arising out of the performance of work of any nature carried out by the Provider, or anyone directly or indirectly employed by the Provider, under this agreement. Coverage shall include, where appropriate to the operations of the Provider, facility insurance, worker's compensation, unemployment, personal liability, professional liability, bonding, general liability, property and theft coverage, malpractice insurance, no fault vehicle, and program drivers insurance.
4. **Hold Harmless.** The Provider shall, at its own expense, protect, defend, indemnify and save harmless TIC and the Michigan Department of Health and Human Services, its officers, directors, agents, and employees, from all damages, liability, costs and expenses that TIC may incur as a result of any activities of the Provider or its employees or agents that may arise out of this contract, lawsuits or administrative claims brought against TIC by a Provider employee alleging any employment-related claim.
5. **Independent Contractor.**
 - a. It is understood and agreed that Provider holds itself out to the general public as a business providing the services described in this agreement. It is expressly understood and agreed that the legal and tax status of the Provider shall be that of independent contractor, and that under no circumstances shall the Provider or the employees of Provider be deemed to be the employees of TIC. Provider shall fill out and submit to TIC upon request an Independent Contractor Statement supplied by TIC.
 - b. Provider shall retain its business organization status, i.e., private for profit corporation, private non-profit business corporation, governmental affiliation, partnership, sole proprietor, throughout the term of this agreement and shall immediately notify TIC of any change in its business status, or business office address during the term of this agreement. Provider agrees to provide to TIC any evidence of independent contractor status requested by TIC.
 - c. The Provider assumes full responsibility for payment of all withholding tax, social security tax, unemployment tax or any payroll deductions required by law for individuals who perform services for, or on behalf of, the Provider pursuant to this Agreement.
6. **Subcontracts.** The Provider shall 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. It is understood by Provider Agency that this item includes the contracting of authorized MI Choice direct care services for participants to persons who are not direct-hires of Provider Agency. It is specifically understood that all persons who are providing said approved services, have at all times in their employee files, signed and valid hiring forms, and that TIC may review these at any time through the contracted period, or beyond for the contracted period as specified in the purchase of service agreement. Approved assignees or subcontractors shall be subject to all conditions and provisions of the agreement; no subcontract may terminate the legal responsibility of TIC or the Michigan Department of Health and Human Services to assure that all activities under the contract are performed. The Provider shall be responsible for the performance of all assignees or subcontractors. TIC shall have the authority to monitor and assess said subcontractors.
7. **Care Planning.** TIC shall determine the care plan to be followed by the Provider and monitor care plan adherence on an individual client basis. Service Authorizations sent from the Agency shall be the primary document for establishing specific service requirements and must be archived in Vendor View within two (2) days of acceptance by the Provider. By archiving the Service Authorization in Vendor View, the Provider accepts responsibility for the provision of the authorized service(s). The Provider agrees to provide services to participants based on the Priority Classification system as designated by TIC care plan. TIC retains the exclusive authority to determine, at its own discretion, the time, frequency and use of provider services, if any. Provider further understands and agrees that TIC is not required by the terms herein set forth to use the services of Provider.
8. **Communication.** The Provider agrees to provide TIC with regular feedback regarding participants referred to the

Provider for services, including, but not limited to: increase or decrease in need, emergency related situations, implementation of the participant's emergency back-up plan, hospital and nursing home placement/discharge, inability to provide services, refusal of service, and reporting possible fraud, neglect, abuse, and exploitation. The Provider agrees to obtain and archive the participant's Back-Up Plan in Vendor View as required. By archiving the Back-Up Plan, the Provider agrees to acceptance. Service providers are state mandated reporters and are required to report any suspected abuse, neglect, or fraud to Adult Protective Services.

9. Audit Compliance.

- a. Provider shall permit TIC, Federal, or State auditors to inspect books and records related to this agreement and Agency shall retain said records for at least six (6) years after the termination of this agreement.
- b. If, prior to the expiration of the six (6) year retention period, any litigation or audit is begun, or a claim is instituted involving the Agreement covered by the record, the Provider shall retain the records beyond the six (6) year period until the litigation, audit finding, or claim has been finally resolved.
- c. At the request of TIC, the subcontractor shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.
- d. TIC retains the right to review, approve, and monitor the provider or the provider's compliance with all rules, regulations, and requirements applicable to the waiver program. TIC, Michigan Department of Health and Human Services, and Centers for Medicare and Medicaid Services reserve the right, as a condition of funding, to require the development and implementation of corrective action plans if the provider demonstrates inadequate performance.

10. Amendments. Any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.

11. Federal Regulations. The Provider will comply with federal regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that its employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- b. Have not within a 3-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property.
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section b, and;
- d. Have not within a 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.

12. Confidentiality. Provider shall protect client confidentiality, and agree not to identify TIC clients by name or otherwise, in any reports, without prior consent from client, and approval by TIC and the Department of Health and Human Services. Legal limitations exist on both the Provider and TIC regarding the disclosure of information about a client. The law treats all communication received from the client as confidential, whether oral or written, including records derived from those communications. However, the disclosure of information to others does not by itself, abolish a client's expectation of privacy as protected by law. Those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure. As such, it is permissible for TIC to share with or request information from a provider for the purpose of better serving the client based on the general release of information obtained from the client in writing by TIC staff at the time of the initial assessment.

13. MI Choice Medicaid Waiver Compliance

- a. The Provider shall comply with all MI Choice Medicaid Waiver service standards (located online at www.theinfocenter.info under Vendor>Purchase of Services Package).
 - i. General operating standards for waiver agents and their contracted service providers
 - ii. General operating standards for MI Choice waiver service providers
 - iii. Specific operating standards for MI Choice Waiver service providers, including service category definitions for the services selected on page 1 of this agreement.
- b. The Provider must maintain a current copy of the following forms:
 - i. Direct Purchase of Service Cost Agreement (Contract)
 - ii. Medicaid Assistance Provider Enrollment Agreement DCH-1625
 - iii. Assurance of Compliance with Rehabilitation, Civil Rights, and Health Insurance Portability and Accountability Acts, and requirements Part a of this section.

- iv. Request for Taxpayer Identification Number and Certification form W-9 (or proof of such)
- v. Suspension and Disbarred Declaration
- vi. Business Associate Agreement
- vii. Certificate of Liability Insurance
- viii. Applicable license or certification as required by service standards
- c. Services provided must not duplicate services available under Medicare, Medicaid State Plan, or other third party resources.
- d. Waiver agency employees and employees of providers under subcontract meet State minimum qualifications for service provision.
- e. Waiver funds will be used to administer the waiver program according to the CMS-approved waiver application including all amendments.

14. Unit Rates. The rate charged shall not vary unless authorized by the Director of Care Management Services or Executive Director at TIC. All purchased services will be authorized using a Vendor View Service Authorization, and must be formally pre-approved. For the term of this agreement, the Provider is proposing the following rates for services as marked:

15- Minute Units	Per Diem	Per Estimate
*Community Living Support(CLS) _____	Home Delivered Meals _____	Specialized Med Equip _____
Nursing Services _____	**Counseling _____	Environmental Modification _____
Private Duty Nursing _____	Transportation per mi. _____	
Adult Day Services _____	PERS, per month _____	
Chore Service _____	Lawn and Snow Serv. _____	
	CLS for AFCs and HFAs _____	
	Out of Home Respite per day _____	

* CLS (wrap around services, *which can* include transportation to allow client to leave their home, or have a caregiver shop for the client. Please call TIC to discuss separate rate for transportation if you intend to include it with your CLS rate. Supports Coordinator will designate how much time will be spent on client's Personal Care and Homemaking and clearly state what is expected from provider agency)

**Counselors who are Medicare approved must bill Medicare when appropriate prior to utilizing Medicaid funds.

15. Billing.

- a. The Provider agrees to bill TIC *by the 10th day* following the last date of in a month.
- b. TIC shall not be charged for services not authorized on a service authorization.
- c. The Provider shall not charge for services not delivered or provided.
- d. If payment is made to the Provider by TIC for services not performed or for overcharges for services, TIC reserves the right to require reimbursement of those funds from the Provider.
- e. Provider shall charge all TIC clients herein agreed costs for units of service.
- f. TIC shall not accept bills that are more than 30 days old.

16. Effective Date of Agreement. It is understood by and between the Provider and TIC that a binding agreement shall commence on the date of acceptance as indicated by the signature of TIC herein and that this agreement shall continue pending future amendments until terminated by either party.

17. Suspension/Termination. Either party may terminate this agreement, with or without cause, prior to the termination date set forth hereinabove, upon thirty (30) days prior written notice to the other party. Further, TIC may immediately discontinue any or all services for cause such as the investigation or violation of the terms of this contract or other regulatory standard. In the event of any allegations of contract breach or violation of service standards TIC at its sole discretion shall have the right to suspend the provider and to withhold new referrals pending an investigation of any such claims of breach or violation.

18. It is understood that as a service provider for TIC., said Provider will be required to adapt and utilize the internet based software, *Vendor View*, to communicate with TIC anything regarding service authorizations, messages, and other topics as it pertains to participant care. A full manual and enrollment form for Vendor View users is available on TIC's website at www.theinfocenter.info.

**Authorized Provider Agency
 Representative**

Date

**TIC President and CEO
 Acceptance by TIC**

Date

COMPLIANCE WITH APPLICABLE LAWS

Providers shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract so far as they are applicable to the services provided. Without limiting the generality of the foregoing, Providers expressly agree to comply with the following standards, laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract and to the Provider.

Service Program Standards

The Department of Community Health has issued standards for the MI Choice Waiver program. These standards identify the responsibilities and requirements associated with being a Waiver agent or contracted service provider. The standards are broken down into three categories: (1) General operating standards for waiver agents and their contracted service providers, (2) General operating standards for MI Choice waiver service providers, and (3) Specific operating standards for MI Choice Waiver service providers.

HIPAA Business Associate Requirements

The federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the federal regulations implementing the Act require that TIC obtain certain satisfactory assurances from its business associates. Such satisfactory assurances and the other business associate contracting requirements. Contractor is a business associate of TIC and desires to provide such assurances with respect to the performance of its obligations under the Contract. Contractor provides the satisfactory assurances, which is incorporated herein by the following reference, and Contractor and TIC agree to comply with the terms and conditions contained in 42 USC 1320d –1320d-8, Public Law 104-191, sec. 262 and sec. 264 and the implementing Privacy Rule at 45 CFR part 160 and 164, subparts A and E.

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

The undersigned HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29.U.S.C. 794), all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation (45.C.F.R. 84(a)) the provider gives this assurance in consideration of and for the purpose of obtaining any and all grants, loans, contract (except procurement contracts of insurance or guaranty), property, discounts, or other financial assistance made after such date on applications for financial assistance that were approved before such date. The provider recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the Michigan Department of Community Health will have the right to enforce this assurance through lawful means. This assurance is binding on the provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipient. This assurance obligates the provider for the period during which Federal financial assistance is extended to it by the Michigan Department of Community Health or, where the assistance is in the form of real or personal property for the period provided for in 84.5(b) or the regulation (45.C.F.R. 84.5(b)).

Assurance of Compliance with the Equal Opportunity Executive Orders, Department of Health, Education & Welfare Regulation Under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights act of 1976, Elliott-Larsen Civil Rights Act of 1976.

The Provider named below HEREBY AGREES THAT it will comply with the Equal Opportunity requirements of Executive Order 1979-4 issued by the Governor September 7, 1979; Executive Order 1983-4 issued by the Governor March 3, 1983; the Michigan Civil Rights Act, P.A. 453 of 1976, as amended; the Michigan Handicappers' Civil Rights Act, P.A. 220 of 1976, as amended; and the Americans with Disabilities Act, P.L. 101-336, 1990; Title VI of the Civil Rights Act of 1964 (P.L. 88-52), the Michigan Handicapper's Civil Rights Act of 1975 (P.S. 220), and the Elliott-Larsen civil Rights Act of 1975 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45.C.F.R. Part 80) issued pursuant to that title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds 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 receives Federal or state financial assistance from The Information Center, Inc., and HEREBY GIVES ASSURANCE THAT it will immediately take any 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 for the period during which said property or structure is used for a purpose for which Federal or state financial assistance is extended. This Assurance further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent Federal or state regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations, and all activities shall not run counter to the purpose and intent of this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal or state grants, loans, contracts, property, discounts, or other Federal or state grants, loans, contracts, property, discounts or other Federal or state financial assistance extended after the date hereof to the Provider by the TIC or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Provider.

Provider Signature

Title

Date

MEDICAL ASSISTANCE PROVIDER ENROLLMENT AGREEMENT

Michigan Department of Community Health

Provider ID Number		Eligibility BEGIN Date	
Provider Type		Eligibility END Date	
Location Code	Group ID Number	M.O. <input type="checkbox"/> YES <input type="checkbox"/> NO	

INSTRUCTIONS:

- Photocopies of this form must NOT be used to request enrollment.
- This form is to be completed by all eligible providers who wish to receive payment for services provided under the programs for which the Medical Services Administration serves as the fiscal intermediary.
- Read ALL information and instructions on pages 1 & 2.
- TYPE or PRINT in BLACK INK.

- Photocopy the completed form (both sides) for your files.
- When completed, separate this form and send it to:

PROVIDER ENROLLMENT UNIT
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
PO BOX 30238
LANSING MI 48909

PROVIDER / APPLICANT INFORMATION:

1. Applicant's Name (see instructions)		2. Prof. Title	3. State License No. (see instructions)	4. Applicant's Soc. Sec. No. (required)
5. Employer's Name (see instructions)		6. EIN No. (proof required)		7. Applicant's Medicare No.
8. Specialties: (PROOF IS REQUIRED) (see instructions)				
A.		B.		C.
9. N.A.B.P. Number		10. D.E.A. Number		11. C.L.I.A. Number (proof required)
				12. FAX Number ()
13. Administrator's Name (nursing home, hospital or clinic)			14. This business is: <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> NON PROFIT (see instructions)	

SERVICE / PRACTICE ADDRESS:

BILLING ADDRESS: (see instructions)

15. Address (No. & Street)		16. PO Box	22. Address (No. & Street)		23. PO Box
17. City		18. County		24. City	25. State
19. State	20. ZIP Code	21. Business Phone No. ()		26. ZIP Code	27. Phone No. ()

OWNERSHIP INFORMATION: This is Required if a Corporation or Business (List the individual owners / Use additional sheet if necessary)

28. Owner's Name A.		29. Date of Ownership	30. % Owned %	31. Owner's Soc. Sec. No.
32. Owner's Name B.		33. Date of Ownership	34. % Owned %	35. Owner's Soc. Sec. No.
36. Owner's Name C.		37. Date of Ownership	38. % Owned %	39. Owner's Soc. Sec. No.

- As a condition of receiving payment from Medicaid (and programs for which the Michigan Department of Community Health is the fiscal intermediary) for services billed by or on behalf of the above listed applicant for an eligible beneficiary, the undersigned certify and / or agree to ALL conditions listed on the reverse side of this document.
- The employer and the applicant certify that the undersigned have the authority to execute this agreement.
- Enrollment in the Medicaid Program does not guarantee participation in MDCH managed care programs nor does it replace or negate the contract process between a managed care entity and its providers or subcontractors.

IMPORTANT: FACSIMILE SIGNATURES WILL NOT BE ACCEPTED

40. Signature of Applicant		41. Date Signed	42. E-mail Address	
Anyone employing the "applicant" (see box 1), who is the employer / owner of the business listed in box 5, must also sign this agreement in box 45.				
43. Employer / Owner or Agent Name (PRINT)			44. Employer / Owner or Agent Title (President, Owner, Manager, etc.)	
45. Employer / Owner or Agent Signature (see instructions)		46. Date Signed	47. Employer / Owner or Agent Telephone Number ()	
Authority: Titles V and XIX of the Social Security Act and P.A. 280 of 1939. Completion: Is Voluntary, but is required if enrollment in the Medical Assistance program is desired.			DCH is an equal opportunity employer, services, and programs provider.	

SUSPENSION AND DISBARRED DECLARATION

PROVIDER AGENCY
PROVIDER ADDRESS

TIC is prohibited from contracting with providers that are suspended or debarred. Signing this form indicates that the agency is not suspended or debarred, to include the principles of your agency.

Additionally, TIC is interested in the provider agency's experience over the past four years in reference to the following list. Please check one for each item:

YES	NO	EXPERIENCE
<input type="checkbox"/>	<input type="checkbox"/>	Grievance or complaints against the organization (not including discrimination)
<input type="checkbox"/>	<input type="checkbox"/>	Lawsuits or judgments
<input type="checkbox"/>	<input type="checkbox"/>	Investigations of fraud, abuse, conflict of interest, political activities, nepotism, or any criminal activities
<input type="checkbox"/>	<input type="checkbox"/>	Default or breach of contract
<input type="checkbox"/>	<input type="checkbox"/>	Cancellation or non-renewal of contracts due to non-performance or poor performance
<input type="checkbox"/>	<input type="checkbox"/>	Bankruptcy or receivership by the organization or a parent organization
<input type="checkbox"/>	<input type="checkbox"/>	Discrimination complaints or rulings against the organization/agency

If yes was checked for one or more of the above, information must be provided which should include at a minimum: Date item checked was initiated; Party or parties involved with specific reference to any Federal funds; Brief description of the circumstances; Final disposition and date; and a Brief description if action is still pending.

I certify that the agency and its principles are not suspended or debarred from receiving federal funds.

Authorized Provider Agency Representative

Signature

Title

Date

**MICHIGAN STATE POLICE
BACKGROUND CHECK VERIFICATION**

**The Information Center, Inc.
MI Choice Waiver Program**

_____ is applying for a contract to provide services to
(Company Name)

older adults and disabled clients enrolled in the MI Choice Waiver Program.

This background check is being sought for screening purposes to protect the safety and security of clients and employees of the above mentioned company.

Operating Standards for the MI Choice Waiver Program require that each waiver agent and contracted service provider must require and thoroughly check references of paid staff that will enter participant homes. In addition, each waiver agency and contracted service provider must conduct a criminal background review through the Michigan State Police for each person who will be entering client homes. (page 59, item 9)

Provider agrees to conduct a criminal background review for every employee who will have direct access to confidential participant information and/or those employees who will be entering a participant's home to provide services. Provider further agrees to provide a copy of the employee reference checks and criminal background reviews upon request and maintain these records in the employee files.

Authorized Provider Representative Signature

Date

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into by and between TIC and _____, referred hereafter as PROVIDER, 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 PROVIDER on behalf of TIC may be used or disclosed.

This Agreement shall commence on _____ and the obligations herein shall continue in effect so long as PROVIDER 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 PROVIDER on behalf of TIC is destroyed or returned to TIC pursuant to Paragraph 15 herein.

- 1) TIC and PROVIDER hereby agree that PROVIDER shall be permitted to use and/or disclose protected health information created or received on behalf of TIC for the following purpose(s):
 - a. Completing and submitting health care claims to health plans and other third party payers. (billing)
 - b. Matching a participant with a client.
 - c. Emergency and contingency planning.
 - d. Providing services.
 - e. None.
- 2) PROVIDER may use and disclose protected health information created or received by PROVIDER on behalf of TIC if necessary for the proper management and administration of PROVIDER or to carry out PROVIDER's legal responsibilities, provided that any disclosure is:
 - a. Required by law, or
 - b. PROVIDER 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) PROVIDER will be notified of any instances of which the person is aware in which confidentiality of the informed is breached.
- 3) PROVIDER 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 law.
- 4) PROVIDER 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 PROVIDER's own internal business processes consistent with Paragraph 2 herein.
- 5) PROVIDER shall not disclose protected health information to any member of its workforce unless PROVIDER has advised such person of PROVIDER's privacy and security obligations under this Agreement, including the consequences for violation of such obligations. PROVIDER 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.
- 6) PROVIDER shall not disclose protected health information created or received by PROVIDER on behalf of TIC to a person, including any agent or subcontractor of PROVIDER but not including a member of PROVIDER's own workforce, until such person agrees in writing to be bound by the provisions of this Agreement and applicable Michigan or federal law.
- 7) PROVIDER agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.
- 8) PROVIDER 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. PROVIDER 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 15, 2005, whichever is later.
- 9) PROVIDER agrees to report to TIC any unauthorized use or disclosure of protected health information by PROVIDER or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure.
- 10) PROVIDER 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 PROVIDER 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.

- 11) Within thirty (30) days of a written request by TIC, PROVIDER 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 maintained by PROVIDER. PROVIDER shall provide 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.
- 12) PROVIDER agrees to amend, pursuant to a request by TIC, protected health information maintained and created or received by PROVIDER on behalf of the Agency. PROVIDER 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.
- 13) In the event PROVIDER fails to perform the obligations under this Agreement, TIC may, at its option:
 - a. Require PROVIDER to submit to a plan of compliance, including monitoring by TIC and reporting by PROVIDER, as TIC in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment thereto.
 - b. Require PROVIDER to mitigate any loss occasioned by the unauthorized disclosure or use of protected health information.
 - c. Immediately discontinue providing protected health information to PROVIDER with or without written notice to PROVIDER.
- 14) TIC may immediately terminate this Agreement and related agreements if TIC determines that PROVIDER has breached a material term of this Agreement. Alternatively, TIC may choose to: (1) provide PROVIDER with ten (10) days written notice of the existence of an alleged material breach; and (2) afford the PROVIDER an opportunity to cure said alleged material breach to the satisfaction of TIC within ten (10) days. PROVIDER's failure to cure shall be grounds for immediate determination of this Agreement. PROVIDER's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.
- 15) Upon termination of this Agreement, PROVIDER shall return or destroy all protected health information received from TIC, or created or received by PROVIDER on behalf of TIC and that PROVIDER 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, PROVIDER 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.
- 16) TIC may amend this Agreement by providing ten (10) days prior written notice to PROVIDER in order to maintain compliance with Michigan or federal law. Such amendment shall be binding upon PROVIDER at the end of the ten (10) day period and shall not require the consent of PROVIDER. PROVIDER may elect to discontinue the Agreement within the ten (10) day period, but PROVIDER's duties hereunder to maintain the security and privacy of protected health information shall survive such discontinuance. TIC and PROVIDER may otherwise amend this Agreement by mutual written agreement.
- 17) PROVIDER 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 PROVIDER or any subcontractor of or consultant of PROVIDER or any of PROVIDER's employees, directors, or agents related to the performance or nonperformance of this Agreement.

 Edward D'Angelo, President and CEO
 The Information Center, Inc.

 Date

 Provider signature

 Date

Policy Name: Service Provider Probation, Suspension, Termination Policy

Date Prepared:

Revision Date:

PURPOSE: It is the policy of The Information Center, Inc. (TIC) to maintain high quality of service and to ensure compliance with Michigan Department of Health and Human Services (MDHHS) service standards.

POLICY: To outline the steps that may occur when a contracted Purchase of Service (POS) service provider is found to be out of compliance.

PROCEDURE:

- 1) When a concern or complaint is received regarding a service provider, the Vendor Feedback Form found at <https://ticcmdforms.formstack.com/forms/vendorfeedback> will be completed. This form is automatically forwarded via web based application to the Vendor Development and Reporting Manager (VDRM) upon submission.
 - a. Trends will be noted and addressed when indicated.
- 2) The VDRM will contact the service provider agency to inform them of the concern as reported.
- 3) The service provider will be required to implement corrective action(s) and report back to TIC on action taken to prevent similar future occurrences.
- 4) Depending on the nature of the infraction or complaint, one of the following actions will be initiated by TIC:
 - Probation**
 - a. VDRM will issue written warning relating to a problem with service delivery, billing, or communication.
 - b. A corrective action plan may be requested and must be submitted within the time frame specified.
 - c. The plan will be reviewed and approved by TIC.
 - d. Service to current TIC participants will continue.
 - e. New referrals will be suspended until the corrective action plan is approved by TIC and effectively implemented by the service provider.
 - f. Probationary periods can range from 30 days to 6 months or more if warranted.
 - g. TIC staff will be informed of all probations and expected length.
 - Suspension**
 - h. A written notification of suspension will be sent to a service provider when there is identification of a quality, service, insurance, or other issue that requires corrective action.
 - i. A corrective action plan must be submitted within the time frame specified.

- ii. Current participants may be transferred to other service providers as the discretion of TIC.
- iii. New referrals will be suspended until the corrective action is achieved and approved by TIC.
- iv. TIC payments may also be temporarily withheld until the corrective action plan of the service provider has been approved by TIC and implemented by the service provider.

Termination

- i. If corrective action is not taken or is not acceptable to TIC, the service provider contract with TIC may be terminated within 30 days.
 - i. Participants will be transferred to another service provider and complete cessation of payments will occur.
- 5) Probation, suspension, or termination from the TIC service provider pool may occur when, but is not limited to:
- a. Issues related to service delivery.
 - b. There is a suspicion or evidence of problems with the internal operations of the service provider organization.
 - c. There are errors on 5% or more of bills submitted for services provided in any given month.
 - d. Bills are not submitted by the 10th of the month following the month of service provision.
 - e. The service provider fails to complete the Monthly Missed Visit Log.
 - f. There is evidence of non-compliance with TIC insurance requirements.
 - g. The service provider agency is acquired by another organization or entity or has changed the name under which they do business and the name change results in issuance of a new federal ID number.
 - h. Quality assurance issues are identified and corrective action is not taken or is not acceptable to TIC.
 - i. Serious quality assurance issues are identified on a programmatic or fiscal assessment/review by TIC.
 - j. Service standard citation/citation warnings identified on programmatic or fiscal assessment/review by TIC are not addressed within specified time frames.
- 6) Service providers will be notified in writing in all cases of probation, suspension, or termination from the POS provider pool.
- 7) TIC retains sole discretion to impose probation, suspension, or termination without regard to progressive action being taken first.
- 8) Situations involving participant/family endangerment may result in immediate termination of POS agreement.

Vendor View Enrollment Form

Agency Name: _____

VV User w/ Other Waiver Agent?: **Y** or **N** circle one Which Agent?: _____

Contact Person: _____ Contact Phone: _____

Contact Email: _____@_____._____

***All contracted in-home service providers are required to enroll in the internet version of Vendor View.**
Other providers, such as those offering only durable medical equipment or supplies (including personal emergency response systems) or chore services, have the option to participate in Vendor View via an internet connection or via fax. Please see the document – “*Advantages for Internet Vendors*” which outlines the differences between fax and internet participation.

Connection Method: *Internet or *Fax* (Circle One)**

~If choosing fax option, indicate Fax Information and stop here~

Fax number: _____ Dedicated Fax Line: **Y** or **N** (Circle One)

Vendor View User #1

Name: _____

Email Address: _____@_____._____

Choose Password: _____
(Cannot contain full first or last name of user, “password”, or begin with a number)

Vendor View User #2

Name: _____

Email Address: _____@_____._____

Choose Password: _____
(Cannot contain full first or last name of user, “password”, or begin with a number)

Each Vendor View User will receive a Welcome to Vendor View email with login information at the email address listed above.



Welcome to Vendor View!

The Information Center utilizes a program called Vendor View to communicate to our providers all service orders and information about clients in a secure, documented and traceable format. The Vendor Service Coordinator will call providers to initiate new services or to change a service schedule to check the provider's ability to staff the case, however, all documentation will be delivered through Vendor View. The Information Center requires all contracted in-home service providers to use Vendor View. Other providers, such as those offering only durable medical equipment or supplies (including personal emergency response systems) or chore services, have the option to participate in Vendor View via an internet connection or via fax. Please see the document "Advantages for Internet Vendors" which outlines the differences between fax and internet participation. The below FAQ's are based on internet participation with Vendor View.

Frequently Asked Questions

What is Vendor View?

Vendor View is a web based software built and supported by the Center for Information Management (CIM), the same company that provides our case management database and the laptop tool case workers use to collect their clients' assessment information. Vendor View provides an automatic, electronic information exchange through web/internet access or fax that is secure and HIPAA compliant, streamlines communications between the parties involved in the client's care, and ensures providers are promptly informed of all key events regarding a client's service.

How will Vendor View work?

Once a care manager or support staff enters new information for a client such as a new assessment, a change of address or phone, a change in care setting (ie hospital or nursing home) or a new or changed service order into our client database programs, an e-mail notice will be sent to the client's provider(s) stating a change has been posted and requesting the provider to log onto Vendor View. Logging onto Vendor View via the internet will allow users to view, save, or print the new client activity details and indicate their acknowledgement and acceptance of the information by "archiving" the notice or message. Vendor View also provides a secure online Message Board where provider staff can communicate with The Information Center staff and vice versa regarding the clients they serve. For each notice or message posted to the provider on Vendor View, the provider must 'check' a box to archive the notice or message acknowledging they have received or accepted the information. An important feature of Vendor View is that it creates an archive of all read and sent notices and messages providing a historical client record. Service orders that are not acknowledged in a timely manner will prompt the case worker to either select another provider to provide service, or in some instances, the case worker may try to follow-up by telephone.

Why require that contracted In-Home Service Providers use Vendor View?

Vendor View will address several challenging and costly issues in the operation of our case management programs by streamlining communications between case workers and providers. Vendor View's electronic information exchange provides up-to-date information to providers by allowing providers access to assessment information, service orders and schedules, care plan reports, care settings and case status for the clients the provider serves, and also allows providers to print the reports for their own files. Historical changes will also be accessible and traceable.

What is required of the provider to use Vendor View online?

- *personal computer or laptop with an internet (web) access*
- *minimum of one active email account and designated Vendor View User (we suggest two)*
- *a Vendor View Enrollment Agreement*

Will training & instruction be provided? Will there be a cost for training or support?

Vendor View offers an online demo upon login. Support can always be obtained from The Information Center at no cost as well.

Please keep this page for your records and complete the Vendor View Enrollment Form on the following page.

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Verification of Standards for Providers of: Environmental Accessibility Adaptations, Home Delivered Meals*, Personal Emergency Response Systems (PERS), Specialized Medical Equipment, Chore Services (Lawn & Snow), and Training

- State of Michigan criminal background and reference checks for employees are conducted prior to the employee providing services to MI Choice participants.
- Certification/Licenses are current for all applicable employees and maintained in employee files.
- Copy of driver's license and automobile insurance is maintained in all applicable employee files.
- Documentation of training attendance for individual employees is maintained in employee files.
- Will abide by TIC Emergency Classification System in regards to service delivery (see attached)
- All MI Choice participant files are kept securely for a minimum of 6 years and in compliance with the Health Insurance Portability & Accountability Act (HIPAA)
- All MI Choice participant files are identified and separated from the company's other client files.
- All MI Choice participant files contain:
 - Current and Past Service Authorization forms
 - Participant feedback and evaluation surveys
 - Release of Information (if applicable)
 - Accident reports (if applicable)
 - Complaints and grievances (if applicable)
- The provider is in compliance with: Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, Michigan Handicap Civil Rights Act of 1976, Elliot-Larsen Civil Rights Act of 1976, Family and Medical Leave Act of 1992, Americans with Disabilities Act of 1990, Drug Free Workplace Act of 1988, and all applicable OSHA regulations.
- The provider has read and will comply with the minimum operating standards for each of the services for which it will provide under the MI Choice Medicaid Wavier program, as well as all service standards, definitions, policies, and procedures as established by the Michigan Department of Community Health and/or The Information Center.

*Home Delivered Meals that are provided by Independent or Partially Assisted Living should **not** sign this document and instead refer to the Verification of Standards for Direct Contact Providers

Note: Proof of documentation will be required upon program audit.

In signing this document, I hereby affirm that the agency/business that I represent will adhere to and comply with all the standards/requirements noted above.

Name and Title

Provider Name

Signature

Date



Provider Certification

Provider Name: _____

Provider NPI or tax ID number: _____

By signing this statement, I, the provider representative, certify that I am responsible for the accuracy and completeness of all claims transmitted to MDHHS by The Information Center, Inc. and their billing agent.

I acknowledge that my signature on this document to support submission of claims will indicate my organization's agreement to abide by the rules and regulations for all purposes related to Title XIX (Medicaid) reimbursement by the MDHHS, including any administrative, civil and/or criminal action(s) relating to my participation in the Medicaid program. A lack of my Waiver Agent's or billing agent representative's signatures on claims made on my behalf shall not be used to avoid criminal and/or civil responsibility.

This document will be kept on file to certify expenditures submitted to The Information Center, Inc. for reimbursement, and for reference when bills are submitted.

Name (please print): _____ Title: _____

Signature: _____ Date of Signature: _____

Attached is the certification letter that must be signed and returned to begin the process of posting bills on Vendor Billing. This letter will be kept on file and will serve as your electronic signature. You will be notified once you are authorized to begin posting on Vendor Billing. If you have any questions please contact Michelle Ingram.

Please return the signed certification addressed as follows:

The Information Center, Inc.
Attention: Michelle Ingram
20400 Superior Rd.
Taylor, MI 48180

MICHIGAN DEPARTMENT OF HEALTH AND HUMAN SERVICES

Minimum Operating Standards for MI Choice Waiver Program Services

c. Grid of Service Need Levels

Immediacy	Informal Supports	Service Need Level	Service Need Level Description
Immediate	None	1A	This means you cannot be left alone. If your services are not delivered as planned, your backup plan needs to start immediately.
Immediate	Available	1B	This means you cannot be left alone. If your services are not delivered as planned, your family or friends need to be contacted immediately.
Immediate	SRS	1C	This means you cannot be left alone. Staff at your place of residence must be available to you as planned or follow established emergency procedures.
Urgent	None	2A	This means you can be left alone for a short time. If your services are not delivered as planned, your backup plan needs to start within 12 hours.
Urgent	Available	2B	This means you can be left alone for a short time. If your services are not delivered as planned, your family or friends need to be contacted within 12 hours.
Urgent	SRS	2C	This means you can be left alone for a short time. Staff at your place of residence must check on you periodically each day. Follow established emergency procedures if no staff is present in the home.
Routine	None	3A	This means you can be left alone for a day or two. If your services are not delivered as planned, your backup plan needs to start within a couple of days.
Routine	Available	3B	This means you can be left alone for a day or two. If your services are not delivered as planned, your family or friends need to be contacted within a couple of days.
Routine	SRS	N/A	There is not a 3C service need level because participants in supervised residential settings typically require 24-hour supervision and cannot be left alone for long periods.