

APPENDIX C

HOME AND COMMUNITY-BASED WAIVER REFERRAL AGREEMENT



HOME AND COMMUNITY-BASED WAIVER REFERRAL AGREEMENT



This Referral Agreement made this ____ day of _____ 200__, between the Department of Health's Brain and Spinal Cord Injury Program and _____, (hereinafter referred to as the Service Provider.) This Referral Agreement has an effective date beginning _____ and is in effect for a period of time that is equal to the Medicaid Waiver provider's enrollment period with the state of Florida's Medicaid fiscal agent. The purpose of this agreement is to promote the development of a coordinated service delivery system to meet the needs of individuals who have incurred a traumatic brain or spinal cord injury and who are at risk of premature institutionalization. Another purpose of this agreement is to enable eligible recipients to receive Home and Community-Based Waiver Services from qualified providers with oversight of the quality of care by the Waiver Administrator employed by the Brain and Spinal Cord Injury Program. These services are authorized in order that the recipient may remain in the least restrictive setting and avoid or delay premature nursing home placement. Services and care are to be furnished in a way that fosters the independence of each recipient with dignity and respect.

I. Objective:

- A. To maintain a climate of cooperation and consultation with and between BSCIP providers, in order to achieve maximum efficiency and effectiveness.
- B. To participate through shared information in the development and expansion of services.
- C. To promote programs and activities designed to prevent the premature institutionalization of people who have incurred a traumatic brain or spinal cord injury.
- D. To require the parties of this Agreement to provide technical assistance and consultation to each other on matters pertaining to actual service delivery and share appropriate assessment information and care plans so duplication may not occur.
- E. To establish an effective working relationship between the BSCIP regional office responsible for the development of care plans and authorization of services available under the Medicaid waiver, the Service Provider that is responsible for the direct provision of those services to recipients, and the BSCIP Headquarters Office that is responsible for management and oversight of the program.

II. Under this Agreement, the Service Provider agrees to the following:

- A. To accept client referrals from the 1915c Home and Community-Based Service (HCBS) Medicaid waiver from the BSCIP regional office or community support coordinator.

- B. To provide quality service(s) to the Medicaid waiver recipient as specified in Section IV. Provision of service(s) rendered by Service Provider is subject to quality assurance monitoring and/or observation by the management agency and/or the Brain and Spinal Cord Injury Program and/or the Department of Health.
- C. To provide only those services specifically outlined in the Plan of Care and authorized by the BSCIP regional office.
- D. To attach current and up-to-date documentation regarding the service provider's qualifications to this agreement; and to provide, as requested, any information regarding Medicaid waiver billing, payment, or Medicaid waiver recipient information to the BSCIP regional office or BSCIP Headquarters Office. Provider rate increases/decreases must be forwarded to the BSCIP Headquarters Office along with justification for any increase. If additional services are to be added to this agreement, a written request by the Service Provider to do so must be received by the BSCIP Headquarters Office and an amendment to the Referral Agreement must be prepared by the BSCIP Headquarters Office listing the added service(s). The necessary documentation regarding provider qualifications for additional services must be attached to the agreement.
- E. To maintain the Medicaid waiver recipient's confidentiality according to HIPAA.
- F. To immediately report any changes in the Medicaid waiver recipient's condition to the BSCIP regional office.
- G. To maintain enrolled provider status with the Florida Medicaid Fiscal Agent, by renewing applicable licensure, certifications, contract, and/or referral agreements and by maintaining all provider qualifications as contained in the Traumatic Brain and Spinal Cord Injury Medicaid Waiver under which services are provided.
- H. To permit inclusion of provider name and other appropriate information on a list of all enrolled providers which will be shown to recipients during development of an individualized plan of care, understanding that the recipients reserved the right at all times to a choice of enrolled providers.
- I. To provide ten day advance written notification to the BSCIP regional office and/or BSCIP Regional case managers of staffing shortfalls, which will negatively impact provision of service to Traumatic Brain and Spinal Cord Injury Medicaid waiver recipients.
- J. To submit claim data for billing to the appropriate BSCIP office after delivery of services has been accomplished. All services should be billed within 60 days after services have been provided or document reasons for delayed submission of claims. Such documentation shall be available for review by the BSCIP Headquarters Office or upon request.

- K. To submit void or adjustment claims no later than 45 days after either party has identified the error. Any error not adjusted or voided within 45 days may be adjusted or voided by the BSCIP Headquarters Office. The provider's refusal to adjust or void erroneous claims will result in termination of this agreement.
- L. To develop and implement a policy to ensure that its employees, board members, and management, as applicable, will avoid any conflict of interest or the appearance of a conflict of interest when disbursing or using the funds described in this agreement. A conflict of interest includes, but is not limited to, receiving or agreeing to receive, a direct or indirect benefit, or anything of value from a Service Provider, recipient, vendor, or any person wishing to benefit from the use or disbursement of funds.
- M. To adhere to the policies and procedures as outlined in the following manuals published by the Agency for Health Care Administration: ***Traumatic Brain and Spinal Cord Injury Medicaid Waiver Coverage and Limitation Handbook*** and the ***Medicaid Provider General Handbook*** including any and all attachments or updates.
- N. To advise the Medicaid Fiscal Agent and BSCIP Headquarters office of any change in status to ownership, location, business name change and so forth, that could impede the Waiver Administrator from accurately reporting and reconciling federal requests for information.
- O. The BSCIP and the vendor will comply with all requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996's Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). As such, each agrees to the following:
 - (a) That neither party will use or disclose protected health information for any purpose other than as authorized by law, by this contract, or by separate agreement between the parties.
 - (b) That each party will not use or disclose protected health information in a manner which would be a prohibited use or disclosure if made by the other.
 - (c) That each party will maintain safeguards as necessary to ensure that the protected health information is not used or disclosed except as provided by law, by this contract, or by separate agreement between the parties.
 - (d) That each party will report to the other any use or disclosure of the protected health information of which it becomes aware that is not provided for by law, by this contract, or by separate agreement between the parties that pertains to protected health information that was received from the other.

- (e) That each party will ensure that any of its subcontractors or agents to whom it provides protected health information received from the other agree to the same restrictions and conditions that apply to each other with respect to such information.
- (f) In the event that the protected health information constitutes a Designated Record Set, each party will provide access to protected health information to the subject of that information in circumstances where the information is being held by the other.
- (g) That each party will provide health information to the subject of the information in accordance with the subject's right to access, inspect, copy, and amend their health information.
- (h) That each party will make available to the Secretary of Health & Human Services its internal practices, books and records relating to the use, and disclosure of protected health information received from the other or its agents for the purposes of determining compliance with the Privacy Rule, subject to any applicable legal privileges.
- (i) Each party will assist the other in meeting its obligation to provide, at an individual's request, an accounting of all uses and disclosures of personal health information which are not related to treatment, payment, or operations within 60 days of the request of an accounting.
- (j) That each party will incorporate any amendments or corrections to protected health information when notified by the other that the information is inaccurate or incomplete.
- (k) That at the termination of this contract, unless a new contract is agreed upon, each party will return or destroy all protected health information received from the other that it still maintains in any form unless it is not feasible to do so.
- (l) That either party may terminate this contract with prior written notification if it learns that the other party has repeatedly violated or neglected to comply with a term of this contract provision.
- (m) That each party will disclose only the minimum amount of information necessary to accomplish the permitted use of the protected health information. This minimum use requirement does not apply to information provided for treatment or to disclosures required by law.
- (n) That each party will limit the use and disclosure of protected health information to the minimum number of employees necessary by class of employee and type of

information to accomplish the permitted use of the information.

- (o) That each party will meet at least the minimum security requirements for the protection of protected health information as required by HIPAA by the compliance date.
 - (p) That each party is bound by the terms of the “Notice of Privacy Practices” of the other with regard to protected health information it receives from the other upon receipt of such Notice.
- P. To provide to the BSCIP Headquarters office proof of annual recertification and/or licensing within thirty days of renewal.

It is understood that because the Service Provider is a Medicaid waiver provider, all recipients enrolled in this Medicaid waiver are guaranteed a personal choice of providers. Therefore, the BSCIP can not ensure a specific number of client referrals or number of hours to a provider.

III. Under this Agreement, the BSCIP HQ Office agrees to the following:

- A. To facilitate the enrollment of providers with the Medicaid Fiscal Agent.
- B. To provide technical assistance and training to Service Providers as required by the TBI/SCI Medicaid Waiver Handbook.
- C. To notify the BSCIP regional office within 48 hours of any approved service provider rate adjustment.
- D. To regularly monitor the Service Providers in accordance with requirements specified by the Department of Health.

IV. Under this agreement, the following service(s) will be delivered by the Service Provider in accordance with the plan of care or service authorization:

Service(s)	Unit Rate	Counties Served	County of License

V. Termination

In the event this agreement is terminated, the BSCIP regional office and the service provider agree to submit, at the time notice of intent to terminate is delivered, a plan, which identifies procedures to ensure services to recipients will not be interrupted or suspended by the termination.

A. Termination at Will

This agreement may be terminated in writing by either party upon no less than thirty (30) calendar days notice, without cause, unless both parties mutually agree upon a lesser time. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

B. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the BSCIP Headquarters Office may terminate this agreement upon no less than twenty-four (24) hours notice in writing to the other party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The BSCIP Headquarters Office shall be the final authority as to the availability of funds.

C. Termination for Breach

Unless a breach is waived by the BSCIP Headquarters Office in writing, or the parties fail to cure the breach within the time specified by the area agency, the BSCIP Headquarters Office may, by written notice to the parties; terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

The officials as authorized below, herein have read, understand and agree to comply with this Referral Agreement as written, and have received a duly executed copy of same.

Department of Health

Service Provider

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

