

MICHIGAN AGING AND ADULT SERVICES
HOME AND COMMUNITY BASED SERVICES
FOR THE ELDERLY & DISABLED
SUBCONTRACTOR ENROLLMENT AGREEMENT
 Michigan Department of Health and Human Services

MAASA AGENT Use
Eligibility Begin Date
Eligibility End Date

This form is to be completed by all providers who wish to receive payment for the Medicaid-enrolled **PRE-PAID AMBULATORY HEALTH PLAN** for services provided the Home & Community Based Services for the Elderly & Disabled. An original payment agreement must be submitted for each business location and for each eligible person.

COMPLETION INSTRUCTIONS PLEASE TYPE OR PRINT CLEARLY

- Item#1: 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.
- Item#2: 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.
- Item#4: **Proof of the EIN number (federal tax number) and the NPI number (national provider identification – if applicable) is REQUIRED.**
- Item#5: **Providers must attach a copy of the licensure/certification, as applicable.**
- Item#6: The SSN is required for an individual/OWNER and is confidential to be used only for the administration for the program.

APPLICATION INFORMATION

1. PROVIDER'S NAME (see instructions)	2. PROFESSIONAL TITLE, IF APPLICABLE
3. EMPLOYER'S NAME (see instructions)	4. EIN NUMBER (see instructions) & NPI NUMBER (If applicable)
5. STATE LICENSE NUMBER (see instructions)	6. APPLICANT'S SOCIAL SECURITY NUMBER (see instructions)

This Business is:
 Sole Proprietor For Profit Corporation Non-Profit Corporation Non-Profit 501 c(3) Partnership Government

BUSINESS LOCATION

7. MAILING ADDRESS (No. & Street)		P.O. BOX	
CITY	STATE	ZIP (with 4 extra numbers)	PHONE NUMBER
8. OWNER'S NAME / CORPORATION	9. DATE OF OWNERSHIP	10. % OF OWNERSHIP _____	

MEDICAL ASSISTANCE (MEDICAID) PROVIDER PAYMENT AGREEMENT CONDITIONS

1. All information furnished on the 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 service 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, misrepresentations, falsifying data, other acts of misrepresentation, or conspiracy to engage therein.
6. I agree to comply with the MAASA/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.***

IMPORTANT: FACSIMILE SIGNATURE WILL NOT BE ACCEPTED

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

MAIL THIS FORM TO THE MAASA AGENCY WITH WHICH YOU ARE CONTRACTING:
ATTN: Contracts
CareWell Services SW, 200 W. Michigan Avenue Suite 102, Battle Creek, MI 49017

This Agreement is between **Region 3 B Area Agency on Aging DBA CareWell Services SW** Pre-paid Ambulatory Health Plan (**MAASA Agent**), and _____, hereinafter referred to as **“Provider,”** is to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals who are “medically eligible” for institutional placement as established by the Michigan Department of Health and Human Services and Michigan Aging and Adult Services Agency (MAASA). This contract is in reference to the agency/business as follows:

This Agreement provides a mechanism for the creation of an individualized network of community resources on a participant by participant basis, through the MAASA AGENT Care Management Program.

OBJECTIVES

1. To provide the mutual goal of maximizing independent functioning of eligible adults through Care Management.
2. To maintain a climate of cooperation and consultation with and between providers in order to achieve maximum efficiency and effectiveness among all providers serving MAASA participants through Care Management.
3. To avoid and/or reduce service duplication and fragmentation in the service area.
4. To share information and resources, and advocate for the development of comprehensive community-based long-term care services in the service area.

The parties to this 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

The MAASA Agent shall:

1. Provide comprehensive care management services to individuals who are medically eligible for institutionalization and determined eligible for care management intervention.

The responsibilities of the MAASA Agent shall include:

- A. Prescreening of all individuals referred for care management intervention.
 - B. Participant assessment, using assessment tools 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 and that maximize all reimbursement sources available.
 - E. Care plan monitoring, to track participant progress, through direct observation visits; and
 - F. Participant reassessment and appropriate care plan modification.
2. Provide technical assistance to the provider, as requested and available.

3. Use prescreening and assessment tools developed and required by the Michigan Department of Health and Human Services, for use by MAASA Agent Care Management staff.
4. Offer the Provider information regarding the service utilization patterns of care management participants.

The Responsibilities of the Provider shall include:

1. Maintaining a copy of this contract and all addendums for the length of the agreement.
2. Accepting and serving on a priority basis Care Management participants referred to it by the MAASA Agent's Care Management Program. Where openings do not exist in the Provider caseload, the Provider Agency agrees to negotiate alternative arrangements with the MAASA Agent and Care Management staff in order to meet the needs of the participant.
3. Accepting the comprehensive assessment as completed by the MAASA Agent Care Management staff and refrain from conducting duplicative assessment or re-assessment activities.
4. Accepting the participant back-up plan as provided by the MAASA Agent Care Management staff and refrain from conducting duplicative activities.
5. Providing service delivery as prescribed in the directions (Service Order) received from the MAASA Agent during service requisition.
6. Providing the MAASA Agent Care Management staff with regular, on-going feedback, regarding participants referred to it for services.
7. Maintaining a Worker Service Record (Weekly Time/Task Record for the delivery of services). At a minimum this documentation shall include; participant's name, number of units of service provided to the participant, the date and time each unit of service was provided, description of service provided on each daily shift, with the signature of service worker and signature of participant obtained at the end of each shift.
8. Maintaining a comprehensive and complete participant record that contains at a minimum; (1) Participant name (2) Details of the request to provide services (3) A copy of the MAASA Agent's evaluation of the participant's need (4) Service Order/authorization or work orders (5) Providers with multiple sources of funding must specifically identify MAASA participants (6) Records must contain a listing of all dates of service for each participant and the number of units provided during each visit (7) Progress notes in response to participant, family, and agency contacts (8) A record of release of any personal information about the participant and/or a copy of a signed release of information form.
9. Informing the MAASA Agent Care Management staff of the appropriate Provider contact person to be notified in care plan development and modification.
10. Immediately notifying the MAASA Agent Care Management staff if, for any reason, the Provider is unable to provide services to the Care Management participant, as negotiated, or if a service is not provided as agreed.
11. Complying with all licensing standards as may be prescribed, to assure quality of services delivered to Care Management participants, to comply with all service standards and definitions as established by the Department of Health and Human Services and/or the MAASA Agent. (Private Providers must submit copies of their current license with this signed agreement.)
12. Complying with all applicable federal and state laws, guidelines, rules, and regulations in carrying out the terms of this agreement.

13. Complying with all applicable general administrative requirements such as (Office of Management & Budget –MDHHS) OMB circulars covering cost principles, grant principles, and audits in carrying out the terms of this agreement.
14. Following the MAASA Agent Care Management pre-screening criteria when referring individuals who may be eligible for Care Management intervention.
15. Indemnify, save, and hold harmless the MAASA Agent, its officers, directors, and staff, the Michigan Department of Health and Human Services (MDHHS) and the Administration on Aging (AoA) against any and all expense and liability of any kind which the MAASA Agent may sustain, incur, or be required to pay arising out of this contract, provided, however, that the provisions of this paragraph shall not apply to liabilities or expenses caused by or resulting from the willful or negligent acts or omissions of the MAASA Agent, MDHHS, MAASA, AoA or any of its officers or employees.
16. Notify the MAASA Agent Contracts Department of the provider's licensing study review or substantiated special investigations by the Department of Human Services Bureau of Children and Adult Licensing. The MAASA Agent has the right to request a copy of the provider's plan of correction for any violations.
17. The Provider is responsible for the completion of all administrative and contractual obligations, and further is responsible for the restriction of any audit disallowed costs or legal action and/or legal costs related to its performance. In the event the Service Provider becomes involved in or is threatened with litigation, the Service Provider shall immediately notify the AoA and the AoA may enter the litigation to protect the interests of the AoA.
18. Maintain, in effect at all times during the course of this Agreement, insurance coverage as indicated and required by MDHHS, MAASA and AoA; including General Liability/Hazard insurance, Unemployment Insurance, Workers' Compensation, Fidelity bonding/Surety, No Fault Auto, Property/Theft and other insurance as appropriate. The Provider shall provide a certificate of such insurance to the MAASA Agent at the beginning of this contract and within 30 days of insurance expiration. Accordingly, the provider shall inform the MAASA Agent of any discontinuation/cancellation of coverage on any insurance intended to protect the program(s) provided under this contract. CareWell Services SW reserves the right to cancel this contract if the provider is consistently out of compliance with this requirement.
19. Maintain a copy of MAASA Agent's Notice of Information Practices.
20. Inform MAASA Agent of providers' HIPAA/HITECH requirements by signing the Business Associate Agreement.
21. Assignment or Transfer of Interest - The provider will not assign or transfer any interest in this Agreement to any third party (secondary subcontractor) without prior written consent from the Chief Information Officer at CareWell Services SW. Provider is required to submit to MAASA Agent copies of Business Associate Agreements with provider's subcontractor before sharing participant PHI or allowing subcontractor to service participant.
22. Protect participant confidentiality, keep participant information private and secure, and agree to not identify MAASA Agent Care Management participants by name or otherwise, in any reports, without prior consent from the participant, and approval by the MAASA Agent and the Michigan Department of Health and Human Services.

Legal limitations exist on both the Provider and the MAASA Agent Care Management staff regarding the disclosure of information about a participant. The law treats all communication received from the participant as confidential whether oral or written, including records derived from those communications.

However, the disclosure of information to others does not, by itself, abrogate a participant'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 the MAASA Agent Care Management staff to share with or request information from a provider for the purpose of better serving the participant based on the general release of information obtained from the participant in writing by MAASA Agent Care Management staff at the time of the initial assessment.

23. Accept from and share any information that may be necessary to better serve the participant upon receipt of a copy of the general release of information signed by the participant, and avoid requiring the signing of additional releases by the participant.
24. Comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health, and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208).
25. Provider agrees to any promotional activities, including films, slides, books, reports, pamphlets, papers, or articles based on activities receiving support under this agreement shall contain acknowledgment of the Michigan Department of Health and Human Services and CareWell Services SW, and a statement that it complies with Title VI of the Civil Rights Act.
26. Provider agrees that the use of any photograph, personal statement or other identifying information originating with a participant will not be used without a signed Publicity Release of Information by the participant or their guardian/legal representative, within any publications, website information, video, reports, or other public distribution/display on behalf of your agency/business.
27. **CONFLICT OF INTEREST** : By signing these documents, it is understood that as a provider of services for participants of CareWell Services SW and agreeing to receive payment for these services, that our agency/facility and our employees cannot petition for guardianship/conservatorship or sign to become a representative for any financial or medical decision making regarding CareWell Services SW participants receiving these services , as this reflects a conflict of interest for both the participant and CareWell Services SW and is prohibited.

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 the MAASA Agent and other federal, state, and local agencies.

LENGTH OF AGREEMENT

Approved Period: From the date of signature and is on-going until 30-day termination notice forwarded by either party unless the following applies:

1. This Agreement shall terminate effective immediately upon the revocation, restriction, suspension, discontinuation or loss of any certification, accreditation, authorization, or license required by federal, state and local laws, ordinances, rules and regulations for a provider to operate a licensed facility.
2. The MAASA Agent feels that the health and/or welfare of the participant is in jeopardy.

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 Michigan Department of Health and Human Services and MAASA Agent.

ADDENDUM C

Addendum C includes the assurance that the Provider will comply with Section 504 of the Rehabilitation Act of 1973, and the Department of Health and Human Services Regulations under Title VI of the Civil Rights Act of 1964, Michigan Persons with Disabilities Civil Rights Act of 1976, and the Elliot-Larsen Civil Rights Act of 1976.

ADDENDUM D

Addendum D includes the assurance that the provider has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor.

ADDENDUM E

Addendum E includes the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act Amendment (HITECH) of 2010 Business Associate’s Agreement and the OMNIBUS Final Rule 2013. Please note that it is not up to CareWell Services SW to determine if your agency is a Covered Entity or a Business Associate as these are federal guidelines and apply to a number of businesses. Only return the signed forms that are applicable to your agency.

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

SIGNATURES

MAASA AGENT

PROVIDER

Signature
CareWell Services SW

Signature of Provider Agency Representative

Printed/Typed Name

Printed/Typed Name

Title

Title

Date

Date

ADDENDUM A – PURCHASE OF SERVICE AGREEMENT

SERVICES TO BE RENDERED

The MAASA Agent may purchase services from the Provider, if selected from the Direct Service Purchasing pool. NOTICE: Obtaining a Contract Status within the Direct Service Purchasing pool does not guarantee referrals. Services are purchased at the levels specified in the Care Management (CM) Plan of Care on a per participant basis as developed by the MAASA Agent supports coordinators. Provider activities must meet service definitions and all standards presented in the Service Definitions and Standards, as established by the Michigan Department of Health and Human Services.

PAYMENT AND REPORTING

To comply with HIPAA-mandated HCPCS codes and units, the Provider will provide the required HCPCS code and description of services on the bill voucher. There are two reporting tools that are required to be completed and submitted by the provider: the Direct Service Purchase Monthly Service Report/Payment Voucher for recording services delivered by encounter with each participant and the Direct Service Purchase Monthly Service Summary Report totaling payment due for all participants served within the billing month.

Reports cover a one-month period-from the first day through the last day of the month. The Provider will receive payment for approved services delivered through a monthly reimbursement method. **A monthly report is due by the 10th day of the month following the month in which services are provided and being billed.** Following verification against CM care plans, payment will be issued on the last business day of the month. If the information submitted is incomplete or incorrect, payment will be delayed. Amended bills turned in after the last day of the month will only be accepted with prior approval. Due to the last day of the MAASA Agent fiscal year falling on September 30th, a year end billing deadline is identified as November 10th.

The Provider Agency must establish accessible record systems to verify all programmatic and fiscal information reported and make such records available for review by the MAASA Agent staff and/or Michigan Department of Health and Human Services.

Billing forms should be submitted to:

CareWell Services SW
Attn: Data Department
200 W. Michigan Avenue Ste. 102
Battle Creek, MI 49017

COST

The amount to be reimbursed is established based on an individualized assessment and will be determined through the person centered planning process with the participant and agency supports coordinators. Once determined, a participant service agreement will be completed with the provider to identify additional services that will be purchased by the MAASA Agent and the rate at which the provider will be reimbursed for the participant. The amount to be reimbursed is established from the charge or bid amount indicated in this agreement (Bid Agreement). Services will be reported in ¼ hour units of service (15 minutes = 1 unit) or in units as noted in the DPOS Minimum Service Standards “Provider Requirements” under each service for which you are bidding.

Only actual units provided may be billed.

Service (NOTE Your Primary Service(s) to be Provided)

Bid

- 1.
- 2.
- 3.
- 4.

USE OF SUBCONTRACTORS (Service Providers Outside of Your Agency/Facility)

The provider is not permitted to use subcontractors to deliver services contracted by CareWell Services SW/Region 3B Area Agency on Aging and the provider, to CareWell Services SW participants without written authorization from CareWell Services SW and before providing a copy of the signed Business Associate Agreement between the provider and the subcontractor (per the 2013 requirements under the HIPAA OMNIBUS Amendment). (See Item #23 above, "Responsibility of the Provider") It is the responsibility of the provider to seek a Business Associate Agreement, independently from a subcontractor after receiving CareWell Services SW approval.

GEOGRAPHICAL AREA TO BE SERVED: (Please CHECK or CIRCLE counties to be served)

Barry Calhoun

REVISION OF RATE

Rate adjustments are reviewed annually by the Rate Revision Committee and are subject to the approval of the CareWell Services SW Chief Executive Officer (CEO) and Chief Financial and Compliance Officer. With approval, rates may be readjusted if there is a change in a participant's care needs. This may be determined at the time of a reassessment or at the time of a significant change in the participant's condition. Rate adjustments will not be applied retroactively. There are no annual cost of living adjustments.

PARTICIPANT ABSENCE - NOTICE:

- The provider is required to immediately report to the MAASA Agent the death, hospitalization, or absence of the participant as the provider becomes aware of this information.
- Services may not be provided or billed when the participant is not present to receive services.
- Services billed during the hospitalization of a participant will be denied.
- The provider should contact the MAASA Agent to report the discharge/return of a participant to receive permission from the supports coordinator to resume delivery of services. Services billed without prior authorization will be denied.

PLAN OF CARE ACCEPTANCE/VENDOR VIEW USAGE:

As a contracted provider of services to this MAASA Agent's participants, our agency affirms that by using Vendor View to review and accept service authorizations that this acceptance will be considered our electronic acknowledgment and agreement of the person centered plan of care, as developed by this MAASA Agent.

SIGNATURES:

MAASA AGENT

PROVIDER

Signature CareWell Services SW

Signature of Provider Agency Representative

Printed/Typed Name

Printed/Typed Name

Title

Title

Date

Date

ADDENDUM B - MINIMUM STANDARDS ASSURANCE

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

The Provider Agency for the MAASA Agent:

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 the MAASA Agent from the Provider.

FURTHERMORE, the Provider 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 is proposing to make available for purchase by the MAASA Agent.)

- | | |
|----|----|
| 1. | 4. |
| 2. | 5. |
| 3. | 6. |

FURTHERMORE, the Provider assures that it possesses insurance coverage as required by the Michigan Department of Health and Human Services in the Service Standard/Definitions including General Liability/Hazard, Workers' Compensation, Fidelity bonding/Surety, No-Fault Auto or Commercial Auto, Unemployment and other insurance as appropriate. Further, Provider shall submit at the beginning of this Agreement and annually thereafter, certificates of Insurance, as required in the DPOS Minimum Standards of Service.

This assurance is given in consideration of and for the purpose of obtaining Federal or State funds through a purchase of service arrangement with the MAASA Agent. The Provider recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that the MAASA Agent shall have the right to seek enforcement of this assurance.

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

SIGNATURE

PROVIDER NAME: _____ (also referred to as Subcontractor)
(Business Name)

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ADDENDUM C – ASSURANCES

CareWell Services SW Service Standards and Accessibility Assurances

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

The undersigned recipient of funds from the Michigan Aging and Adult Services Agency (formerly Office of Services on Aging) and Michigan Department of Health and Human Services (hereinafter called the “recipient”) 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 issues pursuant thereto.

Pursuant to 84.5(a) of the regulation (45 C.F.R. 84.5(a)), the recipient 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 Michigan Aging and Adult Services Agency and Michigan Department of Health and Human Services after the date of this assurance, including payments or other assistance made after such date on applications for financial assistance that were approved before such date. The recipient recognizes and agrees that such financial assistance will be extended in reliance on the representations, agreements made in this assurance, and that the Michigan Aging and Adult Services Agency or Michigan Department of Health and Human Services will have the right to enforce this assurance through lawful means. This assurance is binding on the recipient, 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 recipient for the period during which federal financial assistance is extended to it by the Michigan Aging and Adult Services Agency or Michigan Department of Health and Human Services, where the assistance is in the form of real or personal property for the period provided for in 84.5(b) of the regulation (45 C.F.R. 84.5(b)).

Assurance of Compliance with the U.S. Department of Health, Education, & Welfare Regulation Under Title VI of the Civil Rights Act of 1964, the Persons With Disabilities Civil Rights Act of 1976, Elliott-Larsen Civil Rights Act of 1976:

The Subcontractor named below hereby agrees that_ it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Persons With Disabilities Civil Rights Act of 1976 (P.A. 220 – formerly Michigan Handicappers’ Civil Rights Act), and the Elliott-Larsen Civil Rights Act of 1976 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the U.S. 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 that 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 Subcontractor receives federal or state financial assistance from the Region 3B Area Agency on Aging, 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 Subcontractor, said Subcontractor agrees to comply with 45 C.F.R. 74.32, a, b, c, 1 2, 3 for the period during which said property or structure is used for a purpose which Federal or state financial assistance is extended. This Assurance further certifies that the applicant agency has no

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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 Subcontractor by the Contractor, including installment payments after such date on account of applications for federal or state financial assistance which are approved before such date. The Subcontractor recognizes and agrees that such federal or state financial assistance will be extended in reliance on the representations and agreements made in this Assurance, that the Contractor or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Subcontractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Subcontractor.

SIGNATURE

PROVIDER NAME: _____ (also referred to as Subcontractor)

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ADDENDUM D

Federal Regulation 45 CFR Part 76

I certify with my signature that neither I or my Provider Agency/Facility is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or Contractor;

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 offense 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 statements, or receiving stolen property;

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 item 2 above, and;

Have not within a 3-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

SIGNATURE

PROVIDER NAME: _____ (also referred to as Subcontractor)
(Business Name)

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

ADDENDUM E – BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is being entered into between _____ (“**Business Associate**”) and **CareWell Services SW** (“**Covered Entity**”) to facilitate compliance with the HIPAA Rules. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

This Agreement is generally effective as of January 23, 2013, or when Business Associate initially becomes a Business Associate of Covered Entity and both parties sign this Agreement, if later. However, certain provisions have special effective dates, as set forth below, or in the HIPAA/HITECH/ OMNIBUS Amendment.

The Business Associate may use or disclose information for the following purpose:

1. CareWell Services SW and the Business Associate hereby agree that the Business Associate shall be permitted to use and/or disclose protected health information created or received on behalf of CareWell Services SW for any one or combinations of the following purpose (s):
 - a. completing and submitting health care claims to health plans and other third party payers (i.e. billing);
 - b. matching a participant with a client;
 - c. emergency and contingency planning;
 - d. providing services; or
 - e. Treatment, Payment, or Business Operations (TPO)

Definitions:

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined; in this Agreement have the same meaning as those terms in the HIPAA/HITECH/OMNIBUS law.

Business Associate

“Business Associate” means the entity described in the first paragraph of this Agreement.

CFR

“CFR” means the Code of Federal Regulations.

Covered Entity

“Covered Entity” means CareWell Services SW.

Designated Record Set

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

Electronic Health Record

“Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

Protected Health Information

“Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

Business Associate that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following:

- Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules,
- Business Associate shall train its workforce regarding the HIPAA Rules,
- Business Associate shall enter into a privacy/security agreement with Covered Entity,
- Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving Protected Health Information, and Business Associate shall conduct a security risk analysis.

Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware.

Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

- a) If Business Associate discovers a breach of unsecured Protected Health Information, as those terms are defined by 45 CFR 164.202, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which

the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the

breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other Agent of Business Associate. The notification must include identification of each individual whose unsecured Protected Health Information has been or it has reasonably believed to have been breached and any other available information in Business Associate's possession which is required to include in the individual notice contemplated by 45 CFR 164.404.

- b) Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured Protected Health Information was committed by Business Associate or its employee, officer, subcontractor or other Agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- c) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other Agent or is within the unique knowledge of Business Associate as opposed to Covered Entity. Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.
- d) Business Associate shall either report breaches of unsecured Protected Health Information with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of breaches of unsecured Protected Health Information with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that the Covered Entity may report breaches to the Secretary in accordance with 45 CFR 164.408(c).

Business Associate agrees to ensure that any Agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions and conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such Agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic Protected Health Information.

Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

Business Associate agrees to make any amendment(s) to Protected Health information in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate

shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate response.

Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records including policies and procedures and Protected Health Information relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity reasonably available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.

Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Insurance from an Electronic Health Record in accordance with the HITECH Amendment.

Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual, or the Individual's designee, information collected in accordance with Section 2.10 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee, for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, effective as of such effective date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of Protected Health Insurance from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Covered Entity and Business Associate, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. If there is no underlying service agreement between Covered Entity and Business Associate, Business Associate may use or disclose Protected Health Information to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the Protected Health Information and the proposed use and disclosure by the Business Associate of the de-identification information.

Business Associate may use Protected Health Information as Required by Law.

Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's minimum necessary policies and procedures.

Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Business Associate may use Protected Health Information to provide data aggregation services relating to the health care operations of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses Protected Health Information for data aggregation or management and administration and legal responsibilities of the Business Associate.

Term and Termination

Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on date of signature of this contract and shall terminate on the date the

Agreement is terminated for cause pursuant to Section 5.2 or such other date as agreed to by the parties in writing.

Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

- a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or
- b) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

Effect of Termination

Except as provided in subparagraph (b) upon termination of this Agreement, for any reason, the Business Associate shall retain all records of participants served on behalf of the Covered Entity for a period of no less than six years in a safe and secure area to be identified to the Covered Entity. At the end of this six year term, the Business Associate may return or if agreed to by Covered Entity in writing, destroy all Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

At the end of the required six year period, in the event that Business Associate determines that returning or destroying the Protected Health Information is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the Protected Health Information for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity shall:

- Retain only the Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities with written permission from the Covered Entity.
- Return to Covered Entity or if agreed to by Covered Entity, destroy the remaining Protected Health Information that Business Associate still maintains in any form;
- Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;
- Not use or disclose the Protected Health Information retained by Business Associate other than for the purposes for which the Protected health Information was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

- Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit Protected Health Information to another Business Associate of the Covered Entity at termination pursuant to Covered Entity’s written instructions.

This Section shall apply to Protected Health Information that is in the possession of subcontractors of Business Associate and Business Associate shall be obligated to ensure the return or destruction (if agreed to by Covered Entity) of such Protected Health Information.

Miscellaneous

Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate: (Please Print)

_____ (Provider Business Name)

Contact Person: _____

_____ (Address)

_____ (Phone)

_____ (Fax)

Covered Entity:

Records/Files of: CareWell Services SW
 Contact Person: ATTN: Contracts
 200 West Michigan Avenue, Suite 102
 Battle Creek, Michigan 49017
 Ph: 269-441-0917
 Fx: 269-441-5314

Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is

necessary for compliance with the HIPAA Rules and any other applicable law. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

Survival

The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

Interpretation

Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPPA Rules.

Successors

This Agreement is binding on each party's legal successors.

Indemnification

Regardless of whether Business Associate is Covered Entity's Agent, Business Associate agrees to indemnify and hold harmless Covered Entity and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorney's fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Business Associate or its subcontractors or Agents in violation of this Agreement.

Covered Entity agrees to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorney's fees resulting from or arising out of or in connection with a use or disclosure of Protected Health Information by Covered Entity or its Agents in violation of this Agreement.

No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

CareWell Services SW:	BUSINESS ASSOCIATE: (Name of Business)
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date: