



**CONTRACT SERVICE GUIDELINES & GENERAL OPERATING STANDARDS
AND HOME AND COMMUNITY BASED SETTINGS – FINAL RULE**

_____ I certify by initialing each blank and by my signature below, that I have received and read the information contained in the Region 3B Area Agency on Aging DBA CareWell Services Southwest Contract Service Guidelines and General Operating Standards, beginning at our agency’s initial contract date and continuing through FY 2021 – Present.

_____ I agree that as a service provider all staff will be trained and abide by the requirements stated within the Contract Service Guidelines and General Operating Standards Manual and my agency/facility will utilize the standards to create efficiencies in our delivery of service system, identify gaps and deficits in the service delivery system, and enhance service problem resolution.

_____ I also understand that in pursuant of 42 CFR §438, the State of Michigan, and CareWell Services SW all providers are required to meet the person-centered plan of care requirements published in 2014 by MDHHS under the Home and Community Based Settings (HCBS) rules. In accordance with the HCBS Final Rule, the plan of care must:

- Be finalized and agreed to with the informed consent of the program participant in writing and signed by all individuals and providers responsible for its implementation; **and**
- Be distributed to the program participant and other people (providers) involved in carrying out the plan.

_____ As a contracted provider of services to CareWell Services SW’s participants, our agency/facility affirms that by accepting to use Vendor View for communication and 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 CareWell Services SW. Our agency/facility’s use of Vendor View is also considered the informed consent to be responsible for the plan’s implementation, as required by the 2014 Home and Community Based Settings (HCBS) Final Rule. (See [Home and Community Based Service Transition Program 2018-2020](#) through Michigan.gov/MDHHS)

Conflict of Interest Notice:

By signing these documents, it is understood that as a provider of services for CareWell Services SW/Region 3B AAA’s multiple programs 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, as this is prohibited as a conflict of interest for both the participant and CareWell Services SW. However, pursuant to 42 CFR §438.102(a) “Anti-gag Clause”, providers are allowed to advocate, at the request of a participant they are servicing who has experienced a reduction in or loss of service, and assist in their appeal to CareWell Services SW and/or MDHHS for services review.

By signing this document below, I certify that I and my agency understand the requirements and will ensure compliance with all applicable federal and state regulations and standards as prescribed above and within the Contract Service Guidelines & General Operating Standards manual.

Name of Recipient/Subcontractor/Business

Signature

Printed Name of Signatory and Title

Date



ASSURANCES of ACCESSIBILITY

In accordance with Managed Care Requirements under 42 CFR §438, CMS and the State of Michigan, any Department of Health and Human Services (MDHHS) or Michigan Aging and Adult Services Agency (MAASA) services funded by CareWell Services SW (“Contractor”) must be delivered by the Provider (“Recipient/Subcontractor”) in compliance with the MDHHS and the MAASA service definitions, unit definitions, minimum service standards and any other collaborating program standards as prescribed. The following signature is evidence of assurance for compliance.

Provider Name: _____
(Herein referred to as “*Recipient/Subcontractor*”)

HEREBY ASSURES that:

- Personnel involved in implementing this contract have read, and that staff who are assigned to deliver the contracted services have been trained on the requirements, as noted in the Contract Standards guidelines, for the delivery of any and all services for which funds are being requested.
- Consistent with the Code of Federal Regulations, Chapter 42, Section 438.60 (42 CFR §438.60) service providers must not seek nor receive payment other than payment from CareWell Services SW for services covered under the contract between MDHHS, MAASA or any other collaborating programs through the Contractor, except when these payments are specifically required to be made by the State in Title XIX of the Social Security Act, in 42 CFR chapter IV, or when MDHHS/Contractor makes direct payments to service providers for graduate medical education costs approved under the Medicaid State Plan.
- *FURTHERMORE*, the *Recipient/Subcontractor* assures that it is currently in a state of compliance and will remain in compliance with all Federal, State and all other collaborating program standards and regulations for the following services: (List all services for which your agency will request funding reimbursement):

This assurance is given in consideration of and for the purpose of obtaining federal or state funds, contracts, or other financial assistance through CareWell Services SW (Contractor). The Recipient/Subcontractor recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that the Contractor shall have the right to seek enforcement of this assurance.

The Recipient/Subcontractor also agrees to offer priority to the Contractor’s Care Management participants for access to non-direct purchase of services available within the Recipient/Subcontractor's regulatory and capacity limitations.

This assurance is binding on the Recipient/Subcontractor, its successors, transferees, and assignees.

Name of Recipient/Subcontractor (Business)

Authorized Signatory

Printed Name

Date

ASSURANCES and AGREEMENT FOR FEDERAL REGULATIONS

The undersigned recipient of funds (hereinafter called the “*Recipient/Subcontractor*”, from the Michigan Department of Health and Human Services (MDHHS) and Michigan Aging and Adult Services Agency (MAASA) and all other participating programs through CareWell Services SW (hereinafter called the “*Contractor(s)*”),

HEREBY AGREES that “*Recipient/Subcontractor*”

- The Provider hereby agrees it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29.U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84).
- Pursuant to 84.5(a) of the regulation (45 C.F.R. 84.5(a), the Provider gives this assurance in consideration of, and for the purpose of, obtaining financial reimbursement from Michigan Department of Health and Human Services or Michigan Aging and Adult Services Agency. The Provider recognizes and agrees that such financial reimbursement will be extended in reliance on the representations and agreements made in this assurance and that the Michigan Department of Health and Human Services or Michigan Aging and Adult Services Agency 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 Provider.
- This assurance obligates the Provider for the period during which federal or state reimbursement is extended to it or, 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).
- The Provider further agrees it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Michigan Persons with Disabilities Civil Rights Act of 1976 (P.A. 220), 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 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 Regulations and amendments thereto, no persons in the United States shall, on the ground of race, color, religion, national origin, age, sex, sexual orientation, height, weight, or marital status, be excluded from participation in, by denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives federal or state reimbursement from CareWell Services and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement. The Provider shall clearly post signs at agency offices and locations where services are provided, in English and other languages as appropriate, indicating non-discrimination in hiring, employment practices and provision of services.
- The Provider further agrees it will evaluate the occupational exposure of employees to blood or other potentially infectious materials that may result from the employee’s performance of duties. Providers must establish appropriate standard precautions based upon the potential exposure to blood or infectious materials. Providers with employees who may experience occupational exposure must develop an exposure control plan that complies with the federal regulations implementing the Occupational Safety and Health Act.



- The Provider further agrees it will prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace and display a statement accordingly.
- The Provider agrees to 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).
- The Provider further agrees to operate in compliance with the Americans with Disabilities Act of 2008 (ADAAA-PL110-325 and 42 USCA § 12101).

This Assurance is binding on the Recipient/Subcontractor, its successors, transferees, and assignees and that the person or persons whose signatures appear below attest they are authorized to sign this assurance on behalf of the Recipient/Subcontractor.

Name of Recipient/Subcontractor/Business

Authorized Signatory

Mailing Address

Printed Name of Signatory and Title

Date

**ASSURANCE OF COMPLIANCE WITH
DEBARMENT, SUSPENSION, EXCLUSIONS**

I certify, with my signature, that neither I, the named Provider business, the owners/partners, any of our employees, volunteers and subcontractors:

- Are not individually debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any department or contractor from receiving federal, state or local funds.
- Provider certifies that they will verify this status through the Office of Inspector General (OIG) and System for Award Management (SAM.gov), upon hire and monthly thereafter. This check includes ALL administrative staff having access to participant records and/or claims data, in addition to direct service staff, owners, partners, and administrative/management staff.
- Providers assure that they will comply with Federal Regulation, 2 CFR parts 180 & 215 and Sections 261 and 264 of Michigan's Management and Budget Act, MCL 18.261 and 18.264, and Executive Order 2003-1, and certify to the best of its knowledge and belief that they, their employees, and their approved subcontractors are in compliance and are regularly screened for debarment and suspensions.
- Do not have a federal or state felony conviction related to one or more of the following crimes:
 - Crimes against a "vulnerable adult" as set forth in MCL 750.145n et seq.
 - Violent crimes including, but not limited to, murder, manslaughter, kidnapping, arson, assault, battery, and domestic violence;
 - Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement, and tax evasion;
 - Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution;
 - Cruelty or torture;
 - Abuse or neglect; or
 - Felony involving the use of a firearm or dangerous weapon;
- Do not have a federal or state felony conviction within the preceding 10 years from the date of this agreement, including but not limited to:
 - Crimes involving state, federal, or local government assistance programs
 - Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, and conversion; or
 - Drug crimes including, but not limited to, possession, delivery, and manufacturing;
- Do not have a federal or state misdemeanor conviction within the preceding 5 years from the date of this agreement, including but not limited to:
 - Crimes involving state, federal, or local government assistance programs;
 - Crimes against a "vulnerable adult" as set forth in MCL 750.145n et seq;
 - Financial crimes including, but not limited to, fraud, forgery, counterfeiting, embezzlement, and tax evasion;

- Theft crimes including, but not limited to, larceny, burglary, robbery, extortion, false pretenses, false representation, and conversion;
 - Sex crimes including, but not limited to, rape, sexual abuse, criminal sexual conduct, and prostitution;
 - Drug crimes including, but not limited to, possession, delivery, and manufacturing;
 - Cruelty or torture;
 - Abuse or neglect;
 - Home invasion;
 - Assault or battery; or
 - Misdemeanor involving the use of a firearm or dangerous weapon with the intent to injure, the use of a firearm or dangerous weapon that results in a personal injury, or a misdemeanor involving the use of force or violence or the threat of the use of force or violence.
- 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 paragraph 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.

Further, I understand and agree to notify CareWell Services SW (“Contractor”) should any of the named above become disbarred, suspended or voluntarily excluded during the term of our contract and/or Assurance agreement. It is also understood that failure to notify said contractor and/or upon discovery by CareWell Services SW will result in immediate contract termination.

I understand that regular and/or monthly credentialing is performed by CareWell Services (as required by CMS, MDHHS, MAASA, other collaborating service agencies and our mutual contract) within databases for Federal, State and local debarment/suspension/exclusions to verify that these statements are true regarding our business, ownership and staff receiving these funds.

 Name of Recipient/Subcontractor/Business

 Authorized Signatory

 Printed Name of Signatory and Title

 Date