

Home and Community-Based Alternatives Waiver Service Provider Agreement

HCBA Waiver Agency Name:

HCBA Waiver Service Provider Name:

Provider's Street Address:

City:

State:

Zip Code:

Provider's Telephone Number:

Provider's NPI:

The Department of Health Care Services (DHCS) administers the Home and Community-Based Alternatives (HCBA) Waiver. DHCS contracts with HCBA Waiver Agencies, including [Name of HCBA Waiver Agency], to perform certain waiver administration functions and to deliver Comprehensive Care Management waiver services through a Care Management Team (CMT).

The Waiver Agency administration functions include, but are not limited to, waiver service authorization, utilization management, Quality Assurance, and provider enrollment/network development. All waiver services must be authorized by the Waiver Agency in accordance with the HCBA Waiver member's primary care physician-signed Plan of Treatment (POT), and delivered by willing, qualified, and enrolled Medi-Cal providers.

The HCBA Waiver service provider identified above agrees to the following:

- The HCBA Waiver service provider shall provide all waiver services in accordance with the HCBA Waiver member's written POT and the terms and conditions of the HCBA Waiver, a copy of which can be found at:
[https://www.dhcs.ca.gov/services/ltc/Pages/Home-and-Community-Based-\(HCB\)-Alternatives-Waiver.aspx](https://www.dhcs.ca.gov/services/ltc/Pages/Home-and-Community-Based-(HCB)-Alternatives-Waiver.aspx)
- The HCBA Waiver service provider shall be enrolled as a Medi-Cal provider prior to delivering HCBA Waiver services to HCBA Waiver members.
- The HCBA Waiver service provider shall provide HCBA Waiver services to the HCBA Waiver member as prescribed by the HCBA Waiver member's primary care physician.

Integrated Systems of Care Division (ISCD)

P.O. Box 997437, MS 4502

Sacramento, CA 95899-7437

Phone: 1-833-388-4551 | Internet Address: <http://www.DHCS.ca.gov>

- The HCBA Waiver service provider shall provide to the Waiver Agency, within the time requested by the Waiver Agency, any and all information regarding the HCBA Waiver service provider's operations and services provided for the HCBA Waiver participant as part of the Waiver Agency's administration of the HCBA Waiver.
- All information the HCBA Waiver service provider submits to the Waiver Agency must be accurate and complete.
- Payment of claims for services rendered under the HCBA Waiver will be paid with both federal and/or state funds. Therefore, the HCBA Waiver service provider is required to adhere to all applicable federal Medicaid requirements and state Medi-Cal requirements.
- Any falsification or concealment of a material fact by the HCBA Waiver service provider may result in the provider being prosecuted under federal and/or state laws.
- The HCBA Waiver service provider shall keep for a minimum period of ten years from the date of service, a legible representation of all records (whether in hard copy or in electronic form) pertaining to HCBA Waiver services furnished to the HCBA Waiver participant.
- The HCBA Waiver service provider shall furnish access to or provide copies of all records and information regarding its operations as an HCBA Waiver service provider upon the request of DHCS, the Waiver Agency, the California Department of Justice, the U.S. Department of Justice, the Office of the State Controller, the U.S. Department of Health and Human Services, and any Medicaid oversight entity.
- HCBA Waiver services are offered and provided without discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
- The HCBA Waiver service provider shall cooperate with any and all monitoring, oversight, and administration activities the Waiver Agency and DHCS perform while engaging in the oversight, monitoring, and administration of the HCBA Waiver.
- The HCBA Waiver service provider shall provide authorized HCBA Waiver services in compliance with all applicable federal and state laws, including but not limited to, the Americans With Disabilities Act.
- The HCBA Waiver service provider shall comply with all guidance, whether in the form of letters, bulletins, or the like, issued by DHCS regarding the operation and administration of the HCBA Waiver and the services available under the HCBA Waiver.

THIS AGREEMENT MUST BE SIGNED, DATED, AND RETURNED TO THE WAIVER AGENCY BEFORE HCBA WAIVER SERVICES WILL BE AUTHORIZED.

Each HCBA Waiver service provider must sign this provider agreement. If a HCBA Waiver service provider does not sign this provider agreement, they will be out of compliance with the HCBA Waiver and ineligible to be a HCBA Waiver provider. The HCBA Waiver Service Provider Agreement must be signed by an authorized agent of the HCBA Waiver service provider with legal authority to bind the provider to this agreement.

This agreement is subject to all the requirements of the HCBA Waiver. Any provision of this agreement that conflicts with or purports to supersede or amend the Waiver is null and void, but does not invalidate the remaining provisions of the agreement.

If the HCBA Waiver service provider and the HCBA Waiver Agency enter into a subcontract and there are discrepancies between the subcontract and any of the provisions in this Waiver Agency/Service Provider Agreement, the terms of the Waiver Agency/Service Provider Agreement will prevail.

By signing and submitting this agreement to the HCBA Waiver Agency identified above, the HCBA Waiver service provider agrees to comply with all requirements outlined in this agreement, the HCBA Waiver, HCBA Policy Letters, and all applicable laws, including California Code of Regulations, Title 22, Division 3, and the Welfare and Institutions Code, Division 9, Part 3.

HCBA Waiver Service Provider Signature:

Date:

Service Provider's Printed Name:

Title:

The above-signed HCBA Waiver service provider is determined by the HCBA Waiver Agency to meet all applicable rules and/or regulations as a participating provider of the Medi-Cal HCBA Waiver including, but not limited to, enrollment as a Medi-Cal provider.

HCBA Waiver Agency Representative Signature:

Date:

Printed Name of HCBA Waiver Agency Representative:

Title: