

**MEDI-CAL IN-HOME OPERATIONS
HOME- AND COMMUNITY-BASED SERVICES (HCBS)
WAIVER SERVICE PROVIDER AGREEMENT FORM
FOR: _____**

Name of HCBS Waiver Service Provider <i>(Please type or print)</i>		
Address	City	ZIP
Telephone	Provider Number (to be entered by In-Home Operations)	

The Long-Term Care Division (LTCDD), In-Home Operations (IHO) Branch, is responsible for several Home- and Community-Based Services (HCBS) waivers under Medi-Cal. This statewide responsibility includes oversight of implementation of the HCBS waiver program and providing technical assistance to the identified providers who choose to render the HCBS waiver services. The technical assistance includes defining the HCBS waiver services, identifying the available services under the applicable waiver, explaining provider enrollment activities, accessing the services for authorization, documentation requirements for authorization of services, answering general billing issues, providing eligibility information, record maintenance requirements and outcomes of Quality Assurance activities that may impact the delivery of services.

The HCBS waiver service provider agrees, under penalty of perjury, that all claims for services provided to an HCBS waiver participant have been rendered as prescribed by the attending physician. The services are to be provided in accordance with the waiver participant’s written Plan of Treatment as authorized under the Menu of HCBS Waiver Services document. The provider shall also ensure that all information submitted to the IHO program is accurate and complete as it relates to the authorization of the requested service. The HCBS waiver service provider understands that payment of claims for services rendered via the HCBS waiver will be from federal and/or state funds. Therefore, the provider will be required to adhere to all federal Medicaid requirements pertaining to the provision of said HCBS waiver services and/or applicable Medicaid services. **Any falsification or concealment of a material fact by the HCBS waiver service provider may result in the provider being prosecuted under federal and/or state laws.** The HCBS waiver service provider agrees to keep for a minimum period of three years from the date of service, a printed, legible representation of all records that are necessary to disclose fully the extent of services furnished to the waiver participant. The HCBS waiver service provider agrees to furnish these records and any information regarding payments claimed for rendering the services, on request, within the State of California, to: the California Department of Health Care Services; the Medi-Cal Fraud Unit; the California Department of Justice; the Office of the State Controller; the U. S. Department of Health and Human Services, or any duly authorized representatives. The HCBS waiver service provider also agrees that services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

THIS AGREEMENT MUST BE SIGNED, DATED, AND RETURNED TO IHO BEFORE HCBS WAIVER SERVICES CAN BE AUTHORIZED.

The undersigned provider has been determined to meet all applicable rules and/or regulations as A PARTICIPATING provider of the Medi-Cal Home- and Community-Based Services Waiver program. SUBMISSION OF THIS AGREEMENT TO LONG-TERM CARE DIVISION, IN-HOME OPERATIONS, indicates willingness of compliance to all requirements outlined in this agreement and pursuant to the California Code of Regulations, Title 22, Division 3, and the Welfare and Institutions Code, Division 9, Part 3.

In-Home Operations Representative

Signature of HCBS Waiver Service Provider	Date
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