

MEDICAID SERVICE COORDINATION VENDOR CONTRACT

Contract between the New York State Office for People with Developmental Disabilities (“OPWDD”), acting by and through the [redacted] Developmental Disabilities Services Office (“DDSO”), having an office at [redacted] and [redacted] (“VENDOR”), a not-for-profit corporation duly organized and existing pursuant to the laws of the State of New York, or a governmental entity, having an office at [redacted], individually and collectively referred to as Party or Parties.

WITNESSETH:

WHEREAS, OPWDD has the statutory authority to provide care, treatment, rehabilitation, education and training to persons with developmental disabilities; and

WHEREAS, OPWDD is empowered to take all actions necessary, desirable and proper to carry out its purposes and objectives within budgetary amounts made available for its purposes and objectives by appropriation; and

WHEREAS, OPWDD is authorized to provide case management to persons with developmental disabilities eligible to receive such services in accordance with Sections 1915(g)(1), 1915(g)(2) and 1915(c)(4)(b) of the Social Security Act; and

WHEREAS, Medicaid Service Coordination is the primary component of case management services for persons with developmental disabilities and is the active assistance offered to people with developmental disabilities as they navigate the community and various service systems in pursuit of the necessary and desired services and supports that will assist them in achieving or maintaining their personal goals; and

WHEREAS, Plan of Care Support Services constitutes a separate service under the Home and Community Based Services (HCBS) Waiver defined as the maintenance and periodic updating of the Individualized Service Plan and the coordination of the annual Level of Care determination for HCBS Waiver enrollees not receiving Medicaid Service Coordination; and

WHEREAS, the VENDOR represents that it is qualified to provide Medicaid Service Coordination in accordance with all applicable state and federal laws, regulations, OPWDD policies and guidelines and the Medicaid Service Coordination Vendor Manual,

NOW, THEREFORE, the Parties covenant and agree as follows:

I. Definitions

As used in this Contract:

- (A) “Community residence” or “CR” means a community residence operated by OPWDD or licensed by OPWDD under 14 NYCRR Part 686 or 671.
- (B) “DOH” means the New York State Department of Health.
- (C) “HCBS Waiver” means the Home and Community Based Services waiver granted to New York State for the period beginning October 1, 2009 pursuant to §1915(c) of the Social Security Act and operated and administered by OPWDD, and all subsequent renewals of such Waiver.
- (D) “ICF/IID” means an intermediate care facility for individuals with intellectual disabilities.
- (E) “IRA” means an individualized residential alternative operated by OPWDD or licensed by OPWDD under 14 NYCRR Part 686.
- (F) “ISP” means an individualized service plan.
- (G) “Manual” means the Medicaid Service Coordination Vendor Manual dated June 2010, as modified by the OPWDD-issued document titled “Attachment August 5, 2010 Medicaid Service Coordination Restructuring Framework Effective October 1, 2010” and by any revisions to such manual agreed to by the Parties in accordance with paragraph II (F) below.
- (H) “Medicaid Service Coordination” shall mean targeted case management services as defined in federal regulations at 42 C.F.R. §440.169.
- (I) “Willowbrook class member” means a person who was on the rolls of Willowbrook State School at the time of the filing of the summons and complaint on March 17, 1972 or subsequently court ordered on May 15, 2003 as being eligible for the benefits of Willowbrook class members.

II. VENDOR’s Basic Obligations

- (A) The VENDOR shall provide Medicaid Service Coordination as OPWDD’s agent.

(B) Medicaid Service Coordination under this Contact shall consist of the following activities:

- (1) assessment and reassessment;
- (2) service plan development and maintenance;
- (3) assistance with service plan implementation, linkages and referrals to services, and related activities; and
- (4) monitoring and follow-up.

The provision of underlying services to which the service coordinator refers the individual is not Medicaid Service Coordination under this Contract. Contacts with the individual or others that are purely social in nature and not needed to provide service coordination are not Medicaid Service Coordination under this Contract.

(C) The VENDOR shall provide Medicaid Service Coordination in accordance with all applicable state and federal laws, regulations, policies, guidelines and the Manual.

(D) The VENDOR shall provide Medicaid Service Coordination to individuals who are not Willowbrook class members as follows.

- (1) The VENDOR shall provide Medicaid Service Coordination as needed, taking into account the individual's need for service coordination activities and interventions, the individual's circumstances and the individual's ISP.
- (2) The VENDOR shall have a face-to-face service meeting with the individual at least three times a year.
- (3) At least one of the face-to-face service meetings in a year shall take place in the individual's residence.
- (4) At least twice every year, the VENDOR shall review the ISP with the individual. The VENDOR shall update the ISP when necessary.
- (5) The VENDOR shall require that the service coordinator use his or her professional judgment to report to his or her supervisor concerns (e.g., threats) regarding the individual's health or safety which he or she has as a result of a visit to the individual's home. The VENDOR shall take all actions necessary to protect the individual that are legally available to the VENDOR, including, but not limited to, reporting such threats to appropriate governmental agencies and authorities.

(E) The VENDOR shall provide Medicaid Service Coordination to Willowbrook class members as follows.

- (1) The VENDOR shall provide Medicaid Service Coordination and a face-to-face service meeting each month in which the individual wants Medicaid Service Coordination and is eligible and able to receive the service.

- (2) At least once every three months, the VENDOR shall have the face-to-face service meeting at the individual's residence.
- (3) At least twice every year, the VENDOR shall review the ISP with the individual. The VENDOR shall update the ISP as necessary. The ISP annual and six month review shall be face-to-face service meetings with the individual and should involve the individual's service coordinator, advocate, service providers and persons relevant to the plan of services.
- (4) The service coordinator shall complete and file a Service Coordination Observation Report (SCOR) for each individual residing in a community residence, IRA or family care home.
 - (a) The service coordinator shall complete and file a SCOR two times per calendar year, regardless of whether there is anything to report on the SCOR. The service coordinator shall complete and file such twice yearly SCORs in non-successive calendar quarters, i.e., in the first and third quarters or in the second and fourth quarters. In addition, the service coordinator shall complete and file a SCOR when there is something to report on the SCOR.
 - (b) When there is nothing to report on a SCOR, the service coordinator shall note in the service coordination record that the home visit occurred and that there was nothing to report on a SCOR. When there is something to report on a SCOR, the service coordinator shall note in the service coordination record that the home visit occurred, that there was something to report and that a SCOR was completed and filed. The note must be dated and signed.
 - (c) For an individual for whom the Consumer Advisory Board (CAB) provides active or co-representation, once a year the service coordinator shall invite the local (CAB) representative to participate in a visit to the home for which a SCOR is required to be filed.
- (5) The service coordinator shall complete an Activity Plan for each individual. The service coordinator shall complete the Activity Plan within 60 days of the individual's enrollment into Medicaid Service Coordination. The service coordinator shall attach the Activity Plan to the individual's ISP. The service coordinator shall review the Activity Plan every six months and update when necessary. The service coordinator shall document the review in the service coordination notes.
- (F) OPWDD reserves the right to revise the Manual. If OPWDD revises the Manual, it shall notify the VENDOR of any revision by mail, electronic mail or by posting the revision on the OPWDD website. The VENDOR shall be deemed to have agreed to such revision unless, within 30 days of its receiving the revision by mail or e-mail, or within 30 days of OPWDD's posting the revision on its website, the VENDOR cancels this Contract in accordance with paragraph XV below.

- (G) Each service coordinator who does not serve any Willowbrook class members shall have a caseload of no more than 40 units, determined as follows: Individuals who live with family; with others in an uncertified setting; alone in an uncertified setting; in supportive community residences; in supportive IRAs, or in family care homes have a weight of 1.0 when determining caseload units. Individuals living in supervised IRAs and supervised CRs have a weight of 0.80 when determining caseload units. Individuals who receive Plan of Care Support Services, regardless of where they live, shall have a weight 0.3 when determining caseload units.
- (H) Each service coordinator who serves one or more Willowbrook class members shall have a caseload of no more than 20 units, determined as follows: Individuals who live in ICF/IIDs operated by OPWDD; individuals who live in IRAs, family care homes or nursing homes, and individuals who live with family, with others in an uncertified setting or alone in an uncertified setting shall have a weight of 1.0 when determining caseload units. Individuals who receive Plan of Care Support Services, regardless of where they live, shall have a weight of 1.0 when determining caseload units. Individuals who live in ICF/IIDs not operated by OPWDD shall have a weight of 0.50 when determining caseload units.
- (I) The VENDOR shall ensure that all individuals receiving Medicaid Service Coordination under this Contract sign a written agreement (“Service Coordination Agreement”) as specified in the Manual that delineates the responsibilities of the service coordinator, the VENDOR and the individual. The VENDOR shall review the Service Coordination Agreement with each individual at the time of the person’s enrollment in Medicaid Service Coordination. At the first review of the Service Coordination Agreement on or after October 1, 2010, the VENDOR shall update the Service Coordination Agreement to conform to OPWDD specifications. The VENDOR shall review the Service Coordination Agreement with the individual annually thereafter.
- (J) The VENDOR shall provide a 24-hour emergency telephone number to each individual it serves under this Contract. The VENDOR shall inform each such individual and his or her advocate(s) of any changes to the emergency number.
- (K) The VENDOR shall cooperate with the DDSO to ensure that good faith efforts are made so that each individual receives service coordination from his or her chosen vendor or service coordinator. The VENDOR shall ensure that each individual it serves has the right to request another service coordinator or Medicaid Service Coordination vendor at any time. If an individual served by the VENDOR requests another vendor, the VENDOR shall promptly refer the individual to the DDSO for other vendor choices.

III. OPWDD’s Basic Obligations

- (A) OPWDD and the DDSO shall operate the Medicaid Service Coordination program.
- (B) OPWDD shall allow the VENDOR to bill eMedNY for Medicaid Service Coordination provided by the VENDOR as subcontractor of OPWDD. OPWDD or DOH shall pay to the VENDOR the amount OPWDD is entitled to receive from eMedNY in response to claims that the VENDOR submits to eMedNY as subcontractor of OPWDD.

IV. Authorization of Services

The VENDOR is authorized to provide Medicaid Service Coordination to the individuals whom the DDSO approves, in writing, for enrollment in the VENDOR'S Medicaid Service Coordination program.

V. Enrollment of Individuals

(A) All individuals enrolled in Medicaid Service Coordination to be served by the VENDOR will meet the following eligibility criteria:

- (1) The individual is enrolled in Medicaid and has a developmental disability as defined in the New York State Mental Hygiene Law §1.03;
- (2) The individual is in need of ongoing and comprehensive rather than incidental service coordination;
- (3) The individual, or a person authorized to give consent on behalf of the individual, has chosen Medicaid Service Coordination; and
- (4) The individual:
 - (a) Does not permanently reside in an ICF/IID;
 - (b) Does not reside in any other Medicaid facility that provides service coordination; and
 - (c) Is not concurrently enrolled in any other comprehensive Medicaid long-term care service coordination, and does not receive Early Intervention (EI) service coordination.

(B) The VENDOR shall complete all enrollment documents as required in the Manual.

(C) All individuals who OPWDD's records show were enrolled in the VENDOR's Office of Mental Retardation and Developmental Disabilities (OMRDD) HCBS Waiver Service Coordination program or OMRDD Comprehensive Medicaid Case Management (CMCM) program on February 29, 2000, and who OPWDD's records show meet the eligibility requirements in V(A) above, shall be deemed enrolled in Medicaid Service Coordination on March 1, 2000.

(D) The VENDOR will periodically review each individual to whom it provides Medicaid Service Coordination and, if such person is no longer in need of ongoing and comprehensive service coordination, the VENDOR shall notify the DDSO.

VI. Withdrawal or Discontinuation of an Individual from Medicaid Service Coordination

The VENDOR shall comply with all applicable procedures for discontinuation of Medicaid Service Coordination in the Manual.

(A) Withdrawal by individual

- (1) All individuals shall have the right to request to withdraw from Medicaid Service Coordination.
- (2) Each Party shall immediately notify the other Party in writing of any request by an individual to withdraw from Medicaid Service Coordination.
- (3) The DDSO shall immediately enroll in HCBS Plan of Care Support Services any individual enrolled in the HCBS Waiver who has withdrawn from Medicaid Service Coordination. The VENDOR shall work with the DDSO to assure appropriate continuity of ISP development and maintenance for any such individual.

(B) Discontinuation by VENDOR

- (1) The VENDOR may only discontinue providing Medicaid Service Coordination to an individual with prior approval of the DDSO.
- (2) If the VENDOR discontinues providing Medicaid Service Coordination to an individual, the VENDOR shall give the individual an opportunity to object to and appeal such discontinuation in accordance with 14 NYCRR §633.12.

VII. Documentation and Reporting

- (A) The VENDOR shall comply with Medicaid Service Coordination documentation and reporting requirements in applicable state and federal laws, regulations, OPWDD policies, guidelines and the Manual.
- (B) All individuals receiving Medicaid Service Coordination must have an ISP on file that meets requirements in the Manual.
- (C) The VENDOR shall document that Medicaid Service Coordination was provided in each month for which a claim is submitted. The documentation shall include:
 - (1) The name of the individual
 - (2) Identification that the service provided was Medicaid Service Coordination
 - (3) Identification that the VENDOR was the agency providing Medicaid Service Coordination
 - (4) The month and year in which the Medicaid Service Coordination was provided
 - (5) A description of the activity provided by the service coordinator which meets the

applicable definition of countable activity in (D) or (E) below and which meets the applicable documentation requirements in (D) or (E) below. This description must be written or recorded contemporaneously with the activity.

(6) A monthly summary that includes the following:

- (a) Information about the individual's satisfaction/dissatisfaction with the supports and services in his or her ISP. Any follow-up activities taken by the service coordinator to address any concerns that the individual may have about his or her supports or services must also be noted.
- (b) Significant changes or events in the individual's life. This might include changes in valued outcomes, employment, home, personal relationships, health and other person centered information. If no changes or events occurred during the month, then this should be noted.
- (c) Any concerns regarding the health and safety of the individual and individual's environment and actions taken by the service coordinator to correct the situation. If there were no concerns about the individual's health or safety during the month, then this should be noted.

(7) Evidence that the ISP was reviewed within the 365 days before the claim, even if no updates were necessary.

(8) Documentation to substantiate any transition payments pursuant to paragraph VIII (F) of this Contract.

(9) The service coordinator's name, signature, title and the date the documentation was written or recorded. The date must include the day, the month and the year. An initial key may be used to document service activities if it is included in the monthly documentation.

(D) For individuals who are not Willowbrook class members:

(1) Countable activities are activities that serve to assess or reassess the individual, or to develop, monitor or implement the valued outcomes of the person's ISP, and that consist of at least one activity from List A or at least two activities from List B below. The two activities from List B can fall into the same numbered category on List B (e.g., the two activities can be non-face-to-face contact with the individual).

List A

1. Face-to-face service meeting with the individual
2. Semi-annual ISP review
3. Annual ISP meeting with the service coordinator, individual, parent/advocate (if appropriate) and major service providers

4. Updates to the ISP
5. Completion of the annual ICF/IID level of care eligibility re-determination

List B

1. Non-face-to-face contact and exchange with the individual, such as a phone conversation, email or electronic exchange or correspondence by letter.
 2. Direct contact with a qualified contact during which the service coordinator gathers information to assess or monitor the status of the individual. This can include a phone conversation, personal contact, email exchange or correspondence by letter.
 3. Direct contact with other agencies to maintain benefits eligibility or to obtain referrals for services that might be appropriate for the individual. This can include a phone conversation, personal contact, email exchange or correspondence by letter.
- (2) As used in this paragraph, a qualified contact is someone who is directly related to the identification of the individual's needs and care and who can help the service coordinator with the assessment, care plan development, referral, monitoring and follow-up activities for the individual. Examples of qualified contacts include family members, medical providers, social workers, educators and service providers.
- (3) If the activity is a face-to-face service meeting with the individual, the documentation must include the purpose and outcome of the contact. The location of the service meeting must also be included.
- (4) If the activity is contact with a qualified contact, the documentation must include the purpose and outcome of the contact. The identity of the qualified contact and their relationship to the individual should also be included.
- (5) If the countable activity consists of two activities from List B above, the documentation must demonstrate that the purpose of the activity is related to referral/linkage, or monitoring to ensure that the ISP is implemented and addresses the needs of the person.
- (E) The only countable activity for a Willowbrook class member is a face-to-face service meeting. The documentation for such activity must include the name of the individual, the date of the face-to-face service meeting, the location of the service meeting (e.g. in the person's home, day program, or community location) and the purpose and outcome of the contact. This documentation must be signed and dated by the service coordinator contemporaneously and must include the service coordinator's title. This documentation can also serve as the documentation of the required in-home visit.

VIII. Registration and Billing

- (A) For each individual served under this Contract, the VENDOR shall complete and submit to the DDSO all forms, registration documents and any other documents required by OPWDD to register the individual information in OPWDD's Tracking and Billing System (TABS).
- (B) The VENDOR shall notify OPWDD of any third party payer of which the VENDOR becomes aware.
- (C) For each individual served under this Contract, the VENDOR shall submit to DOH a timely claim in a format prescribed by DOH using its assigned OPWDD provider number and the rate code stated in Appendix B for the level of payment.
- (D) The levels of payment are:
 - (i) Basic - For all individuals other than Willowbrook class members
 - (ii) Willowbrook class members.
- (E) The VENDOR shall use its assigned OPWDD provider number, rate codes and payment levels specified in Appendix B when submitting monthly claims for Medicaid Service Coordination.
- (F) Transition Payments
 - (1) The VENDOR can bill one month at the transition payment level for an individual who meets one of the following criteria:
 - (a) The individual has never received any type of service coordination or case management through or funded by OPWDD. The VENDOR can bill the transition payment level for the first month after the individual's enrollment in Medicaid Service Coordination.
 - (b) The individual has moved from a CR or IRA to an independent uncertified living situation where the individual is responsible for his or her own living expenses. The VENDOR can bill the transition payment level for the first month after the move.
 - (2) The VENDOR shall not be paid the transition payment for individuals residing in an ICF/IID or community residence when the residence converts to an IRA.
 - (3) The transition payment level shall be three times the payment level applicable to the individual.
 - (4) OPWDD will review transition payments to ensure that the payments are made in accordance with this Contract, applicable laws, rules and regulations and the Manual. The VENDOR must maintain in the individual's service coordination record documentation of the circumstances that justify the transition payment.
- (G) The VENDOR will only use its assigned OPWDD provider number and the rate codes in Appendix B for billing DOH for services under this Contract. The VENDOR shall not use

such provider number or rate codes for any other purpose. The VENDOR shall ensure that access to such provider number and rate codes is limited to employees or agents who are authorized by the VENDOR to prepare claims and that the provider number and rate codes are not used inappropriately.

- (H) The VENDOR will accept as payment in full for its services under this Contract the payment that OPWDD is entitled to receive from DOH in response to claims that the VENDOR, as subcontractor of OPWDD, submits to DOH.
- (I) The VENDOR shall adjust and resubmit any billing documents when necessary to accurately reflect the services provided to individuals. OPWDD shall have the right to recover funds improperly billed to DOH by the VENDOR through set-off, recoupment or any other lawful means. Improper billings include billings for services that were not provided or documented, as well as any other billings not made in accordance with applicable laws, rules, regulations, policies and the Manual.

IX. Service Coordinator Qualifications

The VENDOR represents that all service coordinators and their immediate supervisors employed by the VENDOR meet the minimum qualifications as stipulated in the Manual, and have attended an OPWDD approved CORE Service Coordination Training program.

- (A) The VENDOR shall ensure that each service coordinator and service coordination supervisor who has less than three years of experience working as a Medicaid Service Coordinator or service coordination supervisor will receive a minimum of fifteen (15) hours of additional job-related training each year.
- (B) The VENDOR shall ensure that each service coordinator and service coordination supervisor who serves a Willowbrook class member will receive a minimum of fifteen (15) hours of additional job-related training each year.
- (C) The VENDOR shall ensure that each service coordinator and service coordination supervisor who does not serve any Willowbrook class members, and who has three or more years of experience working as a Medicaid Service Coordinator or service coordination supervisor, will receive a minimum of ten (10) hours of additional job-related training each year.
- (D) Such training must meet the specifications in the Manual.

X. Quality Assurance

The VENDOR shall cooperate with OPWDD in ensuring that individuals receive high quality services and that a person-centered planning process is used that is appropriate to each individual's planning needs. The VENDOR shall comply with all applicable state and federal laws, regulations, policies and operational guidelines, including the Manual. The VENDOR shall permit OPWDD full access to its facilities and OPWDD shall have the right to

inspect facilities, conduct interviews of individuals, their families and advocates, interview personnel, examine and copy all records, including financial and medical records of the VENDOR and obtain such other information as OPWDD may deem necessary. Information obtained by OPWDD in the course of such inspections shall be kept confidential in accordance with applicable law.

XI. Incident Reporting, Protections for Individuals and General Quality Control and Administrative Requirements

The VENDOR shall comply with all incident reporting requirements specified in 14 NYCRR Part 624 and with all provisions protecting individuals in 14 NYCRR Part 633. The VENDOR shall comply with all provisions of 14 NYCRR Part 635 pertaining to Medicaid Service Coordination.

XII. Confidentiality of Records and HIPAA Requirements

The VENDOR shall keep all records confidential in accordance with §33.13 of the New York State Mental Hygiene Law and 45 Code of Federal Regulations Part 164.

XIII. VENDOR as Independent Contractor

The relationship of the VENDOR to OPWDD shall be that of independent contractor. The VENDOR, in accordance with its status, covenants and agrees that neither it nor its agents or employees will hold themselves out as, nor claim to be, officers or employees of the OPWDD by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York, including, but not limited to Workers' Compensation coverage or retirement memberships or credits.

XIV. Appendices

The terms set forth in Appendix A through Appendix B and Appendix X, appended hereto, are made a part of this Contract and are incorporated into this Contract. The term "CONTRACTOR" in Appendix A, Appendix A: Supplement and Addendum to Appendix A: Supplement shall be taken to refer to the VENDOR.

XV. Cancellation

- (A) OPWDD may cancel this Contract immediately if it finds that any services provided by the VENDOR jeopardize the health or safety of individuals being served by the VENDOR or in the event the United States Department of Health and Human Services or DOH imposes new or revised requirements on OPWDD as a condition for receiving continuing federal or State reimbursement for Medicaid Service Coordination.
- (B) OPWDD may cancel this Contract without cause upon at least 30 days written notice to the VENDOR. Such notice shall be sent by certified mail, return receipt requested.

(C) The VENDOR may cancel this Contract by giving written notice to OPWDD by certified mail, return receipt requested, within 30 days of receipt of a revision to the Manual or within 30 days of OPWDD posting the revision to the Manual on its website. Such cancellation shall be effective 30 days after OPWDD's receipt of such notice.

(D) Each party shall provide written notice in the event its mailing address changes.

(E) In the event that the VENDOR or OPWDD cancels this Contract the VENDOR shall cooperate with OPWDD to develop an acceptable transition plan which ensures continuation of Medicaid Service Coordination to individuals it serves.

XVI. Contract Term

This Contract shall commence on the 1st of [] , [] and shall be terminated on [] (no later than September 30, 2015). This Contract may be renewed upon mutual written agreement of the Parties.

IN WITNESS WHEREOF , the Parties have signed and executed this Contract on the date(s) indicated opposite their respective signatures below.

Developmental Disabilities Services Office

Signature: _____ Date: _____

Name printed: _____ Title: _____

Mailing Address: _____

VENDOR

Signature: _____ Date: _____

Name printed: _____ Title: _____

Mailing Address: _____

Federal Employee Identification Number: _____

Location and street address (if different from mailing address): _____

CORPORATE ACKNOWLEDGEMENT

State of New York)
)ss:
County of)

On the _____ day of _____, 20_____, before me came _____
To me known, who being by me duly sworn, did depose and say that he/she resides at _____
_____ that
he/she is the _____ of the corporation described in
and which executed the above instrument, that he/she executed the foregoing instrument by order
of the board of directors of said corporation, and that he/she signed his/her name thereto by like
order.

(Notary Public)