

LOUISIANA'S MEDICAID PROGRAM / APPLICATION CENTER CONTRACTUAL AGREEMENT

Section One: Identifying Information			
AC-ID No.	Application Center Name		
Street Address		P.O. Box/Mailing Address	Parish
City	State	Zip Code	City State Zip Code
Contact Person		Federal Tax ID#	
Email address of Contact Person		Telephone Number ()	FAX Number ()
Section Two: Type of Facility			
<input type="checkbox"/> 01 Council on Aging <input type="checkbox"/> 08 Mental Health Facility (Not group home) <input type="checkbox"/> 16 FQHC (Federally Qualified Health Center) <input type="checkbox"/> 02 Pharmacy <input type="checkbox"/> 09 Head Start <input type="checkbox"/> 17 KidMed Clinic <input type="checkbox"/> 03 Adult Day Health Care <input type="checkbox"/> 10 Group Home/Residential Care Facility <input type="checkbox"/> 18 Native American Health Center/Tribe <input type="checkbox"/> 05 Community Action Center or <input type="checkbox"/> 11 Dental Clinic/Office <input type="checkbox"/> 19 City/Parish Government Agency Community Services Provider <input type="checkbox"/> 12 Home Health Care Agency <input type="checkbox"/> 20 Office of Behavioral Health <input type="checkbox"/> 06 Hospital – Private <input type="checkbox"/> 13 All OTHER Approved <input type="checkbox"/> 21 Case Management or Waiver Service Provider <input type="checkbox"/> 07 Medical or Physician ' s Clinic/Office <input type="checkbox"/> 14 Religious Organization/Church <input type="checkbox"/> 22 School Based Health Clinic <input type="checkbox"/> 15 Other State Government Agency			
Section Three: Control of Facility			
<input type="checkbox"/> Public-Federal Agency <input type="checkbox"/> Public-Parish Agency <input type="checkbox"/> Non-Profit Corporation <input type="checkbox"/> Privately Owned <input type="checkbox"/> Partnership (Board Resolution Required) <input type="checkbox"/> Public-State Agency <input type="checkbox"/> Public-City Agency <input type="checkbox"/> Charitable or Religious Org. <input type="checkbox"/> Other (Specify) <input type="checkbox"/> Corporation (Board Resolution Required)			
Section Four: Types of Applicants to Be Served for Medicaid Applications (Check all applicable boxes)			
<input type="checkbox"/> Walk-Ins by General Public <input type="checkbox"/> Referrals from Hospitals <input type="checkbox"/> Referrals from Community Centers or other Application Centers <input type="checkbox"/> Referrals from the Medicaid office <input type="checkbox"/> Referrals from Doctors' Offices <input type="checkbox"/> NONE-Will Interview only Own Patients/Applicants			
Section Five: Notice			
<p>The Department of Health & Hospitals has assured compliance with the Department of Health & Human Services regulations promulgated under Title VI of the Civil rights Act of 1964 and section 504 of the Rehabilitation Act of 1973, as amended, which require that: No person in the U.S. shall, on the grounds of race, color, religion, sex, national origin, or handicap be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.</p> <p>Under these requirements, payment cannot be made for care and services under federally assisted programs conducted by the Bureau of Health Services Financing unless such care and services are provided without discrimination on the grounds of race, color, religion, sex, national origin, or handicap. Written complaints of non-compliance should be made to the Secretary of the Department of Health and Hospitals, P.O. Box 91030, Baton Rouge, Louisiana 70821-9030, or the Secretary of DHHS, Washington, D.C., or both.</p>			
Section Six: Printed Name and Signature			
_____		_____	_____
Printed or Typed Name of Administrator/CEO		Signature of Administrator/CEO	Date
Section Seven: DHH State Office / Designee Use Only			
_____		_____	_____
Signature of Medicaid of Louisiana Representative		Date	ACMO Substitute Date

HIPAA Business Associate Addendum

This HIPAA Business Associate Addendum is hereby made a part of this contract in its entirety.

1. The Louisiana Department of Health (“LDH”) is a Covered Entity, as that term is defined herein, because it functions as a health plan and as a health care provider that transmits health information in electronic form.
2. Contractor is a Business Associate of LDH, as that term is defined herein, because contractor either: (a) creates, receives, maintains, or transmits PHI for or on behalf of LDH; or (b) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services for LDH involving the disclosure of PHI.
3. **Definitions:** As used in this addendum –
 - A. The term “HIPAA Rules” refers to the federal regulations known as the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules, found at 45 C.F.R. Parts 160 and 164, which were originally promulgated by the U. S. Department of Health and Human Services (DHHS) pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and were subsequently amended pursuant to the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009.
 - B. The terms “Business Associate”, “Covered Entity”, “disclosure”, “electronic protected health information” (“electronic PHI”), “health care provider”, “health information”, “health plan”, “protected health information” (“PHI”), “subcontractor”, and “use” have the same meaning as set forth in 45 C.F.R. § 160.103.
 - C. The term “security incident” has the same meaning as set forth in 45 C.F.R. § 164.304.
 - D. The terms “breach” and “unsecured protected health information” (“unsecured PHI”) have the same meaning as set forth in 45 C.F.R. § 164.402.
4. Contractor and its agents, employees and subcontractors shall comply with all applicable requirements of the HIPAA Rules and shall maintain the confidentiality of all PHI obtained by them pursuant to this contract and addendum as required by the HIPAA Rules and by this contract and addendum.
5. Contractor shall use or disclose PHI solely: (a) for meeting its obligations under the contract; or (b) as required by law, rule or regulation (including the HIPAA Rules) or as otherwise required or permitted by this contract and addendum.
6. Contractor shall implement and utilize all appropriate safeguards to prevent any use or disclosure of PHI not required or permitted by this contract and addendum, including administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of LDH.
7. In accordance with 45 C.F.R. § 164.502(e)(1)(ii) and (if applicable) § 164.308(b)(2), contractor shall ensure that any agents, employees, subcontractors or others that create, receive, maintain, or transmit PHI on behalf of contractor agree to the same restrictions, conditions and requirements that apply to contractor with respect to such information, and it shall ensure that they implement reasonable and appropriate safeguards to protect such information. Contractor shall take all reasonable steps to ensure that its agents’, employees’ or subcontractors’ actions or omissions do not cause contractor to violate this contract and addendum.
8. Contractor shall, within three (3) days of becoming aware of any use or disclosure of PHI, other than as permitted by this contract and addendum, report such disclosure in writing to the person(s) named in section 14 (Terms of Payment), page 1 of the CF-1. Disclosures which must be reported by contractor include, but are not limited to, any security incident, any breach of unsecured PHI, and any “breach of the security system” as defined in the Louisiana Database Security Breach Notification Law, La.R.S. 51:3071 *et seq.* At the option of LDH, any harm or damage resulting from any use or disclosure which violates this contract and addendum shall be mitigated, to the extent practicable, either: (a) by contractor at its own expense; or (b) by LDH, in which case contractor shall reimburse LDH for all expenses that LDH is required to incur in undertaking such mitigation activities.
9. To the extent that contractor is to carry out one or more of LDH’s obligations under 45 C.F.R. Part 164, Subpart E, contractor shall comply with the requirements of Subpart E that apply to LDH in the performance of such obligation(s).
10. Contractor shall make available such information in its possession which is required for LDH to provide an accounting of disclosures in accordance with 45 CFR § 164.528. In the event that a request for accounting is made directly to contractor, contractor shall forward such request to LDH within two (2) days of such receipt. Contractor shall implement an appropriate record keeping process to enable it to comply with the requirements of this provision. Contractor shall maintain data on all disclosures of PHI for which accounting is required by 45 CFR § 164.528 for at least six (6) years after the date of the last such disclosure.
11. Contractor shall make PHI available to LDH upon request in accordance with 45 CFR § 164.524.
12. Contractor shall make PHI available to LDH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR § 164.526.
13. Contractor shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or created or received by contractor on behalf of LDH available to the Secretary of the U. S. DHHS for purposes of determining LDH’s compliance with the HIPAA Rules.
14. Contractor shall indemnify and hold LDH harmless from and against any and all liabilities, claims for damages, costs, expenses and attorneys’ fees resulting from any violation of this addendum by contractor or by its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.

15. The parties agree that the legal relationship between LDH and contractor is strictly an independent contractor relationship. Nothing in this contract and addendum shall be deemed to create a joint venture, agency, partnership, or employer-employee relationship between LDH and contractor.
16. Notwithstanding any other provision of the contract, LDH shall have the right to terminate the contract immediately if LDH determines that contractor has violated any provision of the HIPAA Rules or any material term of this addendum.
17. At the termination of the contract, or upon request of LDH, whichever occurs first, contractor shall return or destroy (at the option of LDH) all PHI received or created by contractor that contractor still maintains in any form and retain no copies of such information; or if such return or destruction is not feasible, contractor shall extend the confidentiality protections of the contract to the information and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

Section Eight: Administrator/CEO Confidentiality Statement

- I, _____, understand my organization as a designated state approved Application Center must adhere to the following regulations regarding confidentiality responsibilities.
- ◆ Federal Regulations 42 CFR 431.300 restricts the use or disclosure of information concerning applicants/recipients to purposes directly connected with the administration of Medicaid. Federal Regulations 45 CFR Part 160 and 164 governs the privacy of individually identifiable health information. (HIPAA Privacy Rule)
 - ◆ Purposes directly related to Medicaid include:
Establishing Medicaid eligibility and determining the type and amount of medical assistance.
 - ◆ Confidential information includes, at a minimum, the following:
Name and address of applicant/recipient, medical services provided, social and economic conditions or circumstances, evaluation of personal information and medical data, including diagnosis and past history of disease or disability.
 - ◆ It shall be unlawful for any person to solicit, disclose, receive, make use of, or to authorize, knowingly permit, participate in, or acquiesce in the use of applications or client information or the information contained therein for any purpose not directly connected with the administration of the Medicaid Program.
 - ◆ Publications of lists of names of applicants/enrollees is prohibited.
 - ◆ Any person who violates any provisions of confidentiality is subject to a fine not more than two thousand five hundred dollars (\$2,500) or imprisonment for not more than **two (2) years** in the parish jail or both, not less than five hundred dollars (\$500) or **ninety (90) days** on each count. In addition to these criminal penalties, violation of confidentiality requirements shall result in the termination of certification to complete Medicaid applications.
 - ◆ **I acknowledge that staff will adhere to all confidentiality provisions set forth in this agreement.**

Signature of Application Center Administrator/CEO

Date

Section Nine: Agreements and Responsibilities

- ◆ I do hereby agree to adhere to published regulations of the Secretary and **DHH/MVA**. I agree to any rules governing my participation as an Application Center.
- ◆ I understand that I have the right to terminate this agreement for any reason in writing with **thirty (30) days** advance notice to DHH. I understand that DHH has the right to terminate this agreement with **ten (10) days** notice for violation of any of the stated agreements and responsibilities as set forth in this agreement.
- ◆ I hereby agree to keep such records as are identified in the *Application Center Handbook* to disclose fully the extent of services provided to Medicaid individuals.
- ◆ I agree to maintain information regarding such records and regarding any payments claimed for providing such services that Louisiana's Medicaid Agency, the DHH Secretary, the Medicaid Fraud Control Unit, or the U.S. Department of Health and Human Services may request for **five (5) years** from the date of service. I further agree that any record being reviewed or under litigation must be maintained until completion and/or finalization of the audit or lawsuit.
- ◆ I understand that to qualify for certification training, employees must agree to be bound by Federal and State requirements on client confidentiality, non-discrimination, and quality standards.
- ◆ I agree to sign the above confidentiality statement on behalf of my facility.
- ◆ I agree to periodic monitoring by State officials without prior notice given. I further agree that state officials will have access to the premises to inspect and evaluate work being performed and to audit compliance with the Application Center Agreement requirements. I understand that decertification may result if non-compliance with policy is found.
- ◆ I agree that only persons who have successfully completed certification training with a passing grade will be allowed to take Medicaid Applications and agree to any additional follow-up training. I agree that any changes in certified staff will be reported to DHH within **ten (10) calendar days** and recorded in the facility's AC profile.
- ◆ I further agree to maintain training certificates, certification letters and letters of regret on file and understand that each certified representative is required to take a minimum of **two (2)** applications per month to remain certified.
- ◆ I understand that the Medicaid *Application Center Handbook* will be furnished to my facility (replacement or additional manuals must be purchased). I understand that all copies of the *Application Center Handbook* must be maintained and updated by a representative of my facility as revisions to policy and forms are issued.
- ◆ I understand that application and/or packets to be used will be distributed by the DHH Office which will maintain a record of quantities issued to each Center.
- ◆ In the event this agreement is terminated by either party, I am responsible for returning all unused application packets within **ten (10) days** of the termination of the agreement.
- ◆ I understand that all Medicaid application interviews must be scheduled and completed within **five (5) working days** from the initial date of contact.
- ◆ Furthermore, I understand that all non-electronic Medicaid Applications must be signed and dated by the applicant, the AC Representative, and hand-delivered, sent by courier service, or **mailed daily**, to the designated Medicaid Office.

Signature of Application Center Administrator/CEO

Date