



State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

**HOME AND COMMUNITY-BASED ALTERNATIVES (HCBA) WAIVER
SERVICE PROVIDER AGREEMENT**

Name of HCBA Waiver Service Provider <i>(Please type or print)</i>	
Address	
Telephone	Provider Number <i>(NPI)</i>

The Department of Health Care Services (DHCS) administers the HCBA Waiver. DHCS contracts with Waiver Agencies, including Home Health Care Management, Inc. to perform certain waiver administration functions and to deliver Comprehensive Care Management waiver service 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 are authorized by the Waiver Agency in accordance with the Plan of Treatment (POT) signed by the participant's primary care physician, 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 must provide all waiver services in accordance with the HCBA Waiver participant'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)
- To qualify as a furnishing provider, the service provider must be enrolled in Medi-Cal prior to delivering any waiver services to HCBA Waiver participants.
- The HCBA Waiver service provider must provide all waiver services to an HCBA Waiver participant as prescribed by the prescribing physician.
- 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 provider's operations and services for the HCBA Waiver participant as part of the operation and administration of the HCBA Waiver.

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>

- 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 federal Medicaid requirements and state Medi-Cal requirements applicable to those services and the provider.
- 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 printed, legible representation of all records (whether in hard copy or in electronic form) that are necessary to disclose fully the extent of services furnished to the HCBA Waiver participant.
- The HCBA Waiver service provider agrees to immediately furnish access to or 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 will offer and provide authorized waiver services in compliance with all applicable federal and state laws, including but not limited to the Americans With Disabilities Act.
- This Agreement is in addition to the Medi-Cal Provider Agreement. If the HCBA Waiver service provider is not enrolled or certified as a Medi-Cal provider, and the Provider has not signed a Medi-Cal Provider Agreement, then the HCBA Waiver service provider must still comply with all terms and conditions of the Medi-Cal Provider agreement (a copy of which is attached, and can be viewed at http://files.medi-cal.ca.gov/pubsdoco/Publications/masters-other/provappsenroll/02enrollment_DHCS6208.pdf)
- The HCBA Waiver service provider must comply with all guidance, whether in the form of letters, bulletins, etc., 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 individual provider must sign the provider agreement or will be non-compliant with the HCBA Waiver and will not be eligible to be a HCBA Waiver Provider. The HCBA Waiver Provider Agreement must be signed by the authorized signatory and/or sole proprietor with the authority to legally 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.

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 an HCBA Waiver Agency, the provider indicates willingness to comply with all requirements outlined in this Agreement, and the California Code of Regulations, Title 22, Division 3, and the Welfare and Institutions Code, Division 9, Part 3.

Signature of HCBA Waiver Service Provider	Date
Please print the name of the individual signing above.	Title

The above-signed provider has been 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.

Signature of HCBA Waiver Agency Representative	Date
Please print the name of the individual signing above.	Title