

This template was drafted at the request of the Local Departments of Social Services and is solely to be used as an optional tool to assist the Districts with contracting for Community First Choice Option services.

- Use of the template in any form is not mandatory.
- If the template is used, it may be modified.
- The template is to be considered in conjunction with the applicable guidance and ADM.
- The template is not intended to be inclusive of every possible Community First Choice Option contracting arrangement between the parties.

## **AGREEMENT BETWEEN THE LOCAL DEPARTMENT OF SOCIAL SERVICES AND CONTRACTOR FOR COMMUNITY FIRST CHOICE OPTION (CFCO) SERVICES**

---

This Agreement is between \_\_\_\_\_, the Local Social Services District (LDSS), and \_\_\_\_\_, the Contractor to provide the Community First Choice Option (CFCO) Services noted herein.

- |  |   |
|--|---|
| <input type="checkbox"/> Assistive Technology            | <input type="checkbox"/> Home Delivered Meals |
| <input type="checkbox"/> Community Transitional Services | <input type="checkbox"/> Moving Assistance    |
| <input type="checkbox"/> Environmental Modification      | <input type="checkbox"/> Vehicle Modification |

For the purpose of establishing eligibility for payment under Title XIX of the Federal Social Security Act, the Contractor agrees to comply with all provisions of such title applicable to the provision of services under section 1915(k) of such Act, the New York State Social Services Law, and all regulations adopted under the authority of such law; the terms of the addendum attached to this contract; and all revisions and updates to this Agreement.

The Contractor also agrees:

- I. To prepare and to maintain contemporaneous records demonstrating its right to receive payment under this agreement and to keep for a period of six years from the date the services or supplies were furnished, all records necessary to disclose the nature and extent of services furnished and all information regarding claims for payment submitted by, or on behalf of, the Contractor and to furnish such records and information, upon request, to the LDSS, the Secretary of the United States Department of Health and Human Services, the Deputy Attorney General for Medicaid Fraud Control, the Office of Medicaid Inspector General (OMIG), the New York State Department of Health (DOH), or any DOH designee;
- II. to keep confidential all information contained in the Medicaid recipient's records, regardless of the form or storage methods, except when release is required to fulfill the contractual responsibilities set forth in this Agreement. The Contractor must collect personal information concerning a Medicaid recipient directly from the Medicaid recipient, whenever applicable. The use of information obtained by the Contractor in the performance of its duties under this Agreement shall be limited to purposes directly connected with such duties;

This template was drafted at the request of the Local Departments of Social Services and is solely to be used as an optional tool to assist the Districts with contracting for Community First Choice Option services.

- Use of the template in any form is not mandatory.
  - If the template is used, it may be modified.
  - The template is to be considered in conjunction with the applicable guidance and ADM.
  - The template is not intended to be inclusive of every possible Community First Choice Option contracting arrangement between the parties.
- 
- III. To treat all information collected and utilized by its officers, agents, employees and subcontractors, with particular emphasis on information relating to Medicaid recipients, obtained by it through its performance under this Agreement, as confidential information to the extent required by the laws and regulations of the State of New York, including the Personal Privacy Protection Law as may be applicable when personal information is being collected on behalf of the LDSS;
  - IV. To abide by all applicable federal and State laws and regulations, including all requirements of the Health Insurance Portability and Accountability Act (HIPAA);
  - V. To report all revenues and expenses associated with the provision of services using the forms and procedures established by the LDSS;
  - VI. To submit claims for services in accordance with instructions issued by the LDSS, and bill the LDSS only for the service(s) specified in the approved person-centered plan of care and provided according to this Agreement;
  - VII. To accept, as payment in full, the agreed-upon amount for services and supplies provided under this Agreement. Under no circumstances may the Contractor seek or accept payment by or from the recipient or a family member of the recipient for services or supplies provided under this agreement;
  - VIII. To return and remit any amounts of Medicaid overpayments received by Contractor that are identified by the LDSS, OMIG, or DOH, and to submit to the jurisdiction of OMIG and DOH in any recovery action taken for such overpayments.
  - IX. To abide by all applicable local building and zoning codes, be bonded, and maintain appropriate and adequate insurance coverage;
  - X. To attend fair hearings and provide testimony regarding the Medicaid recipient of services when requested by the LDSS and comply with such fair hearing decisions in accordance with 18 NYCRR 358-6.4; and
  - XI. When Contractor is contacted by an individual inquiring about Medicaid services who has not received service authorization from the LDSS, to refer the individual to the LDSS.

This Agreement shall be effective upon approval by the LDSS and shall remain in effect no later than [REDACTED]. This Agreement may be terminated immediately by the LDSS if the LDSS determines that recipient health and safety is in immediate jeopardy. Otherwise, this Agreement may be terminated by either party for any reason upon sixty (60) days written notice to the other party.

In the event this Agreement expires or is terminated, the Contractor/Provider will cooperate with and assist LDSS or its designee in obtaining services determined to be necessary and appropriate for Medicaid recipients. Cooperation shall include, but is not limited to, transfer of any and all records required to be maintained under this agreement to the LDSS.

This template was drafted at the request of the Local Departments of Social Services and is solely to be used as an optional tool to assist the Districts with contracting for Community First Choice Option services.

- Use of the template in any form is not mandatory.
- If the template is used, it may be modified.
- The template is to be considered in conjunction with the applicable guidance and ADM.
- The template is not intended to be inclusive of every possible Community First Choice Option contracting arrangement between the parties.

---

|            |         |
|------------|---------|
| Contractor | Address |
|------------|---------|

---

|               |           |      |
|---------------|-----------|------|
| Authorized by | Signature | Date |
|---------------|-----------|------|

---

|                |           |
|----------------|-----------|
| Contact Person | Telephone |
|----------------|-----------|

---

|      |         |
|------|---------|
| LDSS | Address |
|------|---------|

---

|                     |           |      |
|---------------------|-----------|------|
| LDSS Representative | Signature | Date |
|---------------------|-----------|------|

---

|                         |           |
|-------------------------|-----------|
| Other Contact Personnel | Telephone |
|-------------------------|-----------|

DRAFT

This template was drafted at the request of the Local Departments of Social Services and is solely to be used as an optional tool to assist the Districts with contracting for Community First Choice Option services.

- Use of the template in any form is not mandatory.
- If the template is used, it may be modified.
- The template is to be considered in conjunction with the applicable guidance and ADM.
- The template is not intended to be inclusive of every possible Community First Choice Option contracting arrangement between the parties.

### **Addendum I**

#### Provision of CFCO Services

Each Contractor for CFCO services MUST adhere to the following standards:

1. Services must be provided in accordance with the Medicaid recipient's assessed needs, accepted standards of quality and effectiveness and the Contractor's recognized scope of practice and competence.
2. Services must be provided in a manner that promotes, and does not jeopardize the Medicaid recipient's health and welfare.
3. Services will be provided to Medicaid recipients without regard to race, religion, color, creed, gender, national ethnic origin, sexual orientation, marital status or disability.
4. Contractor personnel shall be governed by the applicable federal and State labor laws and regulations.
5. The Contractor must oversee the provision of services to ensure that quality services are delivered in a timely manner and in accordance with the Medicaid recipient's person-centered plan of care.
6. The Contractor agrees to report any information and provide materials requested for the purposes of data collection or quality assurance required under federal or state law, regulations, guidance, or directives in a manner and format determined by the LDSS. Contractor acknowledges that such reporting shall be in addition to, and not to the exclusion of, other reporting requirements has under this agreement or applicable law.

I acknowledge the information presented in Addendum I of this Agreement.

---

|            |         |
|------------|---------|
| Contractor | Address |
|------------|---------|

---

|               |           |      |
|---------------|-----------|------|
| Authorized by | Signature | Date |
|---------------|-----------|------|

---

|                |           |
|----------------|-----------|
| Contact Person | Telephone |
|----------------|-----------|

LDSS Authorization and Signature:

---

|      |         |
|------|---------|
| LDSS | Address |
|------|---------|

---

|                     |           |      |
|---------------------|-----------|------|
| LDSS Representative | Signature | Date |
|---------------------|-----------|------|

---

|                         |           |
|-------------------------|-----------|
| Other Contact Personnel | Telephone |
|-------------------------|-----------|