

2003-0238

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT
(DEPARTMENT OF COMMUNITY SERVICES)

ORDINANCE NO. 03-7-7

An ordinance to approve and authorize the execution of an Agreement with the Department of Health & Hospitals to interview potential Medicaid clients.

WHEREAS, the Department of Community Services has applied for approval from the Department of Health and Hospitals to interview potential Medicaid clients and complete applicable applications; and,

WHEREAS, in order to operate this program it is necessary that an Agreement be executed.

THE ST. CHARLES PARISH COUNCIL HERBY ORDAINS:

SECTION I. That the Agreement between the State of Louisiana, Department of Health and Hospitals, Bureau of Health Services Financing, and the St. Charles Parish Department of Community Services is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute said Agreement on behalf of St. Charles Parish Department of Community Services.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS. RAMCHANDRAN, FAUCHEUX, FABRE, ABADIE, BLACK, MARINO

NAYS: NONE

ABSENT: HILAIRE, AUTHEMENT, MINNICH

And the ordinance was declared adopted this 7th day of July, 2003, to become effective five (5) days after publication in the Official Journal.

CHAIRMAN:

SECRETARY:

DLVD/PARISH PRESIDENT:

APPROVED:

DISAPPROVED:

PARISH PRESIDENT:

RETD/SECRETARY:

AT 4:10 PM RECD BY

LOUISIANA'S MEDICAID PROGRAM / APPLICATION CENTER CONTRACTUAL AGREEMENT

Section One: Identifying Information

Assigned AC ID No. 03-05-0095 Application Center Name St. Charles Parish Department of Community Services
Street Address 14564 River Road Post Office Box/Mailing Address P. O. Box 169
City New Sarpy State LA Zip Code 70078 City New Sarpy State LA Zip Code 70078
Parish St. Charles Email Address rhoward@stcharlesgov.net Federal Tax ID# 72-6001208
Contact Person Barbara Dorsey Telephone Number (985) 764-7944 FAX Number 985 764-7943

Section Two: Type of Facility

- ☐ 01 Council on Aging ☐ 08 Mental Health Facility (Not group home) ☐ 16 FDHQ (Federally Qualified Health Center)
☐ 02 Pharmacy ☐ 09 Head Start ☐ 17 KidMed Clinic
☐ 03 Adult Day Health Care ☐ 10 Group Home/Residential Care Facility ☐ 18 Native American Health Center/Tribe
☒ 05 Community Action Center or ☐ 11 Dental Clinic/Office ☐ 19 City/Parish Government Agency
Community Services Provided ☐ 12 Home Health Care Agency ☐ 20 Office of Mental Health
☐ 06 Hospital - Private ☐ 13 All OTHER Approved ☐ 21 Case Management or Waiver Service Provider
☐ 07 Medical or Physician's Clinic/Office ☐ 14 Religious Organization/Church ☐ 22 School Based Health Clinic
☐ 15 Other State Government Agency

Section Three: Control of Facility

- ☐ Public-Federal Agency ☒ Public-Parish Agency ☐ Non-Profit Corporation ☐ Privately Owned ☐ Partnership (Board Resolution Required)
☐ Public-State Agency ☐ Public-City Agency ☐ Charitable or Religious Org. ☐ Other (Specify) ☐ Corporation (Board Resolution Required)

Section Four: Types of Clients to Be Served for Medicaid Applications (Check all applicable boxes)

- ☒ Walk-ins by General Public ☒ Referrals from Hospitals ☐ Referrals from Community Centers or other Application Centers
☒ Referrals from the Parish Medicaid office ☒ Referrals from Doctors' Offices ☐ NONE-Will Interview only Own Patients/Clients

Section Five: Notice

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.

Under these requirements, payment cannot be made for care and services under federally assisted programs conducted by the Medical Vendor Administration 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.

Section Six: Printed Name and Signature

Robel Howard / Albert Laque
Printed or Typed Name of Administrator/CEO

Robel Howard
Signature of Administrator/CEO

Date

Section Seven: DHH State Office / Designee Use Only

Don Shugart
Signature of Medicaid Louisiana Representative

10/20/03
Date

Section Eight: Administrator/CEO Confidentiality Statement

HWA Form AC 2 (1)

- I, Robel Howard / Albert Laque, 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/recipients 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 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.
- * It is the responsibility of my facility to maintain an Applications Transmittal Log of applications taken for approval, monitoring, and review purposes.
- * 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

7/18/2003

MPAA BUSINESS ASSOCIATE ADDENDUM
DEPARTMENT OF HEALTH AND HOSPITALS
MEDICAL VENDOR ADMINISTRATION
ELIGIBILITY FIELD OPERATIONS

APPLICATION CENTER:

ST. CHARLES PARISH DEPARTMENT OF COMMUNITY SERVICES

ACID #:

03-05-0095

This Business Associate Addendum is hereby made a part of the above referenced contract in its entirety as an attachment to the contract.

1. The U. S. Department of Health and Human Services has issued final regulations, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), governing the privacy of individually identifiable health information. See 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"). The Department of Health and Hospitals, ("DHHS"), as a "Covered Entity" as defined by HIPAA, is a provider of health care, a health plan, or otherwise has possession, custody or control of health care information or records.
2. "Protected Health Information" ("PHI") means individually identifiable health information including all information, data, documentation and records, including but not limited to demographic, medical and financial information that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual or payment for health care provided to an individual, and that identifies the individual or which DHHS believes could be used to identify the individual.
3. Contractor is considered a Business Associate of DHHS, as contractor either: (A) performs certain functions on behalf of or for DHHS involving the use or disclosure of protected individually identifiable health information by DHHS to contractor, or the creation or receipt of PHI by contractor on behalf of DHHS, or (B) provides legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, financial or social services for DHHS involving the disclosure of PHI.
4. Contractor agrees that all PHI obtained as a result of this contractual agreement shall be kept confidential by contractor, its agents, employees, successors and assigns as required by HIPAA law and regulations and by this contract and addendum.
5. Contractor agrees to use or disclose PHI solely (A) for meeting its obligations under this contract, or (B) as required by law, rule or regulation or as otherwise permitted under this contract or the HIPAA Privacy Rule.

HIPAA BUSINESS ASSOCIATE ADDENDUM (cont'd)

6. Contractor agrees that at termination of the contract, or upon request of DHH, whichever occurs first, contractor will return or destroy (at the option of DHH) 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 will 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.
7. Contractor will ensure that its agents, employees, subcontractors or others to whom it provides PHI received by or created by contractor on behalf of DHH agree to the same restrictions and conditions that apply to contractor with respect to such information. Contractor also agrees to take all reasonable steps to ensure that its employees, agents' or subcontractors' actions or omissions do not cause contractor to breach the terms of this Addendum. Contractor will use all appropriate safeguards to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this contract and Addendum.
8. Contractor shall, within 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 DHH Application Center Coordinator.
9. Contractor shall make available such information in its possession which is required for DHH 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 DHH 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.
10. Contractor shall make PHI available to DHH upon request in accordance with 45 CFR 164.524.
11. Contractor shall make PHI available to DHH upon request for amendment and shall incorporate any amendments to PHI in accordance with 45 CFR 164.526.
12. 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 DHH available to the Secretary of the U. S. DHHS for purposes of determining DHH's compliance with the HIPAA Privacy Rule.
13. Contractor agrees to indemnify and hold DHH harmless from and against all liability and costs, including attorneys' fees, created by a breach of this Addendum by contractor, its agents, employees or subcontractors, without regard to any limitation or exclusion of damages provision otherwise set forth in the contract.
14. Notwithstanding any other provision of the contract, DHH shall have the right to terminate the contract immediately if DHH determines that contractor has violated any material term of this Addendum.


SIGNATURE OF APPLICATION CENTER ADMINISTRATOR / CEO


DATE