



COMMUNITY-BASED ADULT SERVICES (CBAS) PARTICIPATION AGREEMENT

As a condition of providing Community-Based Adult Services (CBAS) under the 1115 Waiver,

_____ ,
(Provider Legal Name)

hereinafter called the "Provider," providing services at

_____ located at

(ADHC Center Name)

_____ ,
(ADHC Center Address)

hereby agrees:

- (A) To provide care appropriate to the above-designated service category in accordance with the Waiver's Standards of Participation, Medi-Cal regulations (Title 22, Division 3, Chapter 5, and Division 5, Chapter 10, California Code of Regulations), and the Adult Day Health Care statutes (Welfare and Institutions Code, Division 9, Chapter 8.7, and Health and Safety Code, Division 2, Chapter 3.3) as amended from time to time.
- (B) To meet the Standards of Participation (SOPs) as a provider pursuant to CBAS Waiver requirements:
 - Ensure the health and safety of the waiver participants.
 - Be organized and staffed to carry out the service and other requirements specified in the waiver.
 - Maintain updated written procedures for dealing with emergency situations.
 - Provide written grievance process whereby participants and family/caregivers can report and receive feedback regarding CBAS services.
 - Adhere to all laws and regulations regarding civil rights and confidentiality of both participants and CBAS staff.
 - Employ or contract for a variety of providers and render services as described in the SOPs.
 - Obtain prior authorization and reauthorization for CBAS waiver services.
 - Maintain a health record for each participant receiving waiver services.
 - Provide quality control/quality assurance reviews in accordance with the waiver Quality Assurance Plan.
 - Ensure that all CBAS staff receives training regarding care appropriate for each waiver participant's diagnoses and their individual care needs.
- (C) To comply with Title VI, Civil Rights Act of 1964, and Title 22, California Code of Regulations, prohibiting discrimination against any beneficiary on the basis of race, color, creed, national origin, sex, age or physical or mental disability.
- (D) To keep and maintain for a period three years from the date of service such health records and financial records, respectively, as are necessary to fully disclose the extent of services provided to individuals under the Waiver Program, regardless of termination of this Agreement by either the Provider or the California Department of Aging (hereinafter called the Department); to furnish the Department, the Department of Health Care Services or the Secretary of Health and Human Services or their duly authorized representatives with such information, regarding any payments claimed for providing such services as the Department, the Department of Health Care Services, or the Secretary of Health and Human Services or their duly authorized representatives may, from time to time, request.

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- (E) That the Department may terminate this Agreement upon decertification or suspension of the Provider in accordance with regulations contained in Article 6 (commencing with Section 51451) of Chapter 3, and in Article 4 (commencing with Section 54301) of Chapter 5, in Division 3, Title 22, California Code of Regulations, as amended from time to time.
- (F) That this Agreement is not assignable by the Provider either in whole or in part without the written consent of the Department.
- (G) That the Provider shall not be entitled to payment for CBAS services rendered to beneficiaries during any period that a CBAS Participation Agreement is not in effect.
- (H) To provide the following services, as designated in the participant's Individual Plan of Care, during the term of this Agreement:

Daily Core Services:

Additional Services:

*Professional nursing

*Physical therapy

*Transportation

*Therapeutic activities

*Occupational therapy

*Registered dietitian services

*Social services and/or personal care services

*Speech therapy

*Mental health services

*One meal per day

- (I) To notify the Department immediately in writing when any change occurs in the provision of services designated in (H).
- (J) That this CBAS Participation Agreement shall be valid only for the provider's facility and address designated above.

The Department hereby agrees:

- (A) To certify the Provider for participation in the CBAS Program for purposes of providing the services designated in (H), effective _____.
(State Use Only)
- (B) That the Provider may terminate this Agreement by submitting a written notice to the Department indicating that the Provider is voluntarily withdrawing from participation in the CBAS Program. A provider who voluntarily withdraws from the CBAS Program may reapply for certification to participate.

The parties mutually agree that this CBAS Participation Agreement shall terminate on _____
(State Use Only)
unless terminated sooner, as described in this Agreement.

By: _____
(Signature/Title of Provider/Legal Representative)

By: _____
(Signature/Title of CDA Representative)

(Printed Name)

(Printed Name)

Date: _____

Date: _____