



STATE OF MICHIGAN

DEPARTMENT OF COMMUNITY HEALTH
LANSING

JENNIFER M. GRANHOLM
GOVERNOR

JANET OLSZEWSKI
DIRECTOR

**TRANSFER AGREEMENT BETWEEN THE
DEPARTMENT OF COMMUNITY HEALTH
and the
MICHIGAN QUALITY COMMUNITY CARE COUNCIL**

I. Purpose

The Michigan Quality Community Care Council (QCCC) was created by the Michigan Department of Community Health (Department) and the Tri-County Aging Consortium pursuant to an agreement authorized by the Urban Cooperation Act, Public Act 7 of 1967 and filed with the Michigan Secretary of State on June 10, 2004 (Interlocal Agreement). The QCCC is an independent public agency created to improve the coordination, identification, recruitment, retention, training, and support of providers and support to consumers of personal assistance services rendered by individual Providers. Medicaid HCEP Bulletin 04-07 issued by the Department promulgates policy that defines the role and functions of the QCCC with respect to the Department's Medicaid Home Help program.

The Department is a principle department of the State of Michigan and has the responsibility as the Single State Agency recognized by the Centers for Medicare and Medicaid, to administer the Medical Assistance Program. Michigan's Medical Assistance program includes coverage of Adult Home Help Services for eligible Consumers, which may include personal and nonpersonal activities of daily living, MCL 400.103c. The Department is responsible for policy development and promulgation, consumer eligibility determinations, provider enrollment, claims payment, oversight, monitoring, and administration of the Adult Home Help Services program under 1979 AACS, R 400.1101 to 400.1107.

The Department and the QCCC desire to ensure implementation of the Medicaid HCEP Bulletin 04-07 (copy attached) to assure fulfillment by the QCCC of its responsibilities as set forth in the Interlocal Agreement related to Medicaid Home Help program services provided directly to Consumers by individual Providers. In furtherance of this goal, the Department and the QCCC enter into this "Transfer Agreement" under the authority of Sections 1.27 and 6.09 of the Interlocal Agreement that established the QCCC.

This agreement establishes the terms and conditions of the Department's and QCCC's implementation of the Medicaid HCEP Bulletin 04-07, and the respective roles of the QCCC

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and the Department in assuring implementation of Medicaid HCEP Bulletin 04-07 in an effective and efficient manner.

II. Definitions

1. "Consumer" means a person receiving Personal Assistance Services as a beneficiary of the Home Help Program or another program or service that is publicly or privately funded and that is designated by the QCCC Board to be consistent with the purposes set forth in Article II of the Interlocal Agreement.
2. "Home Help Program" means the Adult Home Help Services Program that is part of the Medicaid Program under MCL 4003109c, through which payments are made under 1979 AACRS, R 400.1101 to 400.1107 on behalf of eligible persons to individual Providers for covered Personal Assistance Services furnished to Consumers living in their own home.
3. "Personal Assistance Services" means assistance with personal and nonpersonal activities of daily living to a person with functional limitations in meeting basic needs, such as a person with a medical or physical disability or cognitive impairment, and with acquiring, regaining, and maintaining the individual's participation in their home, neighborhood, and community through the provision of direct support services, and other services authorized by the Home Help Program or another program or service that is publicly or privately funded and that is designated by the QCCC Board to be consistent with the purposes set forth in Article II of the Interlocal Agreement.
4. "Provider" means an individual who meets all the following criteria:
 - a. The individual is appointed or designated by the QCCC as eligible to provide Personal Assistance Services to one or more Consumers;
 - b. The individual is selected and employed by a Consumer to provide Personal Assistance Services;
 - c. The Personal Assistance Services provided by the individual are accessed through the QCCC; and
 - d. The QCCC performs the functions outlined in Article VI of the Interlocal Agreement for the individual.

III. QCCC Duties

The QCCC agrees, subject to this Transfer Agreement, to implement the policies contained in the Medicaid HCEP Bulletin 04-07, pursuant to Article VI of the Interlocal Agreement and the DCH/QCCC fiscal year grant agreement (20050526 for 2005) that includes a detailed work plan and timelines. The timeframes for this set of activities will be detailed in a work

plan developed by the Council. The work plan may be modified as needed during the term of this agreement, in order to effectively accomplish implementation of the bulletin. The QCCC will assume responsibility for working with the Department to learn all aspects of the provider payment process operated by the Department as described in Paragraph IV.2 of the HCEP Bulletin 04-07, in order to be prepared in the future to assist, or to assume, in whole or in part, responsibility for performing this function and in order to fully comprehend the Home Help Program and all its components.

IV. Department Duties

1. The Department will endeavor to provide support and resources to the QCCC as necessary to implement the policies contained in Medicaid HCEP Bulletin 04-07 and Article VI of the Interlocal Agreement, within the constraints of funds appropriated by the legislature. The support and resources will be determined by fiscal year and obtained pursuant to a fiscal year DCH/QCCC grant agreement, separate from this agreement. If funding is not made available by the Department to the Council for maintenance of its duties under Section III, the Council may terminate this agreement by providing 30 days notice in writing to the Department.
2. In order to assure smooth and efficient payment of fees to individual providers on behalf of Consumers in accordance with the requirements of the Home Help Program, the Department will continue the operation of the Provider payroll processing service related to the Home Help Program under 1979 AACS, R 400.1101 to 400.1107 and the IRS Code Section 3504 and Internal Revenue Service Revenue Procedure 70-6.

V. Performance Objectives

The Department and QCCC will develop methods, forms, and timelines that implement the grant agreement and approved work plan. The objectives will be consistent with the requirements of the Adult Home Help Services program under 1979 AACS, R 400.1101 to 400.1107 and all applicable requirements under Michigan law.

VI. Funding

1. The QCCC agrees that compensation to individual Providers made by the Department on behalf of the Consumer for covered Home Help Services will be the sole compensation for these services and no additional fee will be charged to any person for Covered Services.
2. The Department will not charge the QCCC for its continuation under this Transfer Agreement of the payroll processing services that it currently provides for payment for covered Home Help Services.
3. The Department, via the fiscal year DCH/QCCC grant agreement, will provide funding to the QCCC, beginning with fiscal year 2006, for administrative services subject to the Legislative appropriations. The QCCC will not assume any functions

performed by the Department or other obligations specified in this Transfer Agreement where there are insufficient human resources to do so or where there has been a diminution of funding at the Federal or State level leaving the Department and/or the QCCC unable to render provider payments or other services.

VII. Term of Agreement

While the policy delineated in HCEP Bulletin 04-07 is effective December 23rd, 2004, actual implementation will occur as soon after that date that this Transfer Agreement is signed by all parties. This agreement shall be in effect on the latter of the dates signed by the parties and will continue until September 30th, 2005, or earlier after which time this Agreement shall continue to remain in effect and automatically renew every year. Either party may cancel this Agreement at any time, according to the conditions contained in the Interlocal Agreement. In the event that neither party terminates this Agreement within 90 days from the end of the term of the Agreement, the Agreement shall automatically renew every year.

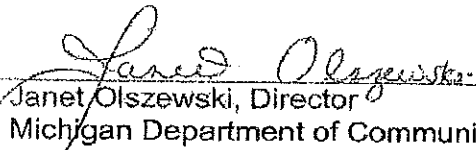
X. Signatures



Dohn Hoyte, Chair
Michigan Quality Community Care Council

12/21/04

Date



Janet Olszewski, Director
Michigan Department of Community Health

12-21-04

Date