



Minnesota Health Care Programs (MHCP)

Individual PCA Enrollment Application

- Radio buttons for New hire, Rehire, and Previously used for managed care organization (MCO) claims only.

Individual PCA Information

Form with fields for PROVIDERTYPE (38 - INDIVIDUAL), LEGAL NAME, FULL MIDDLE NAME, LAST NAME, SOCIAL SECURITY NUMBER, ADDRESS, CITY, STATE, ZIPCODE, COUNTY OF RESIDENCE, PHONE NUMBER, DATE OF BIRTH, UMPI, INDIVIDUAL PCA TRAINING, and BGS NUMBER or APPLICATION ID.

Individual PCA Provider Statement

I have reviewed and certify the information provided above is true and correct to the best of my knowledge. I will notify the Minnesota Department of Human Services Provider Enrollment of any additions or changes to the information. By signing this form, I acknowledge I have read and understand the Application and Background Study Privacy Notice.

Form with fields for NAME OF PCA (print or type), SIGNATURE OF PCA, and DATE SIGNED.

Group Affiliation Information

You have the option to affiliate or enroll the individual PCA named above, if 18 years old or older, with other agencies you directly own without completing another application and agreement. Do you want to affiliate the above named individual PCA with any other agencies you own? Yes No

Agency Information

Form with fields for AGENCY NAME, AGENCY NPI OR UMPI, AGENCY FAX NUMBER, AGENCY PERSONNEL COMPLETING FORM, and AGENCY SIGNATURE.



Minnesota Health Care Programs

Provider Agreement – Individual Support Worker (CDCS, CSG, PCA)

As a participating provider in health service programs administered by the Minnesota Department of Human Services (the Department), the Provider agrees to:

- A. Submit documentation to your affiliated agency that fully discloses the extent of services provided to individuals under these programs. The documentation must be legible and meet the requirements of Minnesota Statutes Section 256B.0659, subdivision 12 for all individual support workers in CDCS, CSG, and PCA.
- B. Furnish the Department, the Secretary of the U.S. Department of Health and Human Services (DHHS), or the Minnesota Medicaid Fraud Control Unit with such information as it may request regarding payments claimed for services provided under these programs.
- C. Comply with all federal and state statutes and rules relating to the delivery of services to individuals and to the submission of claims for such services.
- D. Accept as payment in full, amounts paid in accordance with schedules established by the Department, except where payment by the recipient has been authorized by the Department.
- E. Make full disclosure of any convictions(s) of program crimes as required by 42 C.F.R. § 455.106.
- F. Comply with all federal statutes, implementing regulations and guidance prohibiting discrimination on the basis of race, color, national origin, sex, age, religion and disability in any program or activity receiving federal financial assistance from DHHS; and to comply with the Minnesota Human Rights Act.
- G. Render to recipients services of the same scope and quality as would be provided to the general public, within Minnesota Health Care Programs (MHCP) guidelines.
- H. Comply with the provisions of any fully executed agreement and/or addendum required by the Department, which is incorporated herein by reference.
- I. Comply with the advance directive requirements as required by 42 C.F.R. §§ 489.100 and 417.436.
- J. Properly handle and safeguard protected information collected, created, used, maintained, or disclosed on behalf of the Department. For purposes of this Agreement, “protected information” means data subject to any of the following laws:
 - 1. The Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13, in particular § 13.46 (“welfare data”);
 - 2. The Minnesota Health Records Act § 144.291 and § 144.298;
 - 3. The Health Insurance Portability and Accountability Act (“HIPAA”), including but not limited to the requirements of the Privacy Rule and the Security Regulations, 45 C.F.R. Part 160 and Part 164, subparts A and E.
 - 4. Federal law and regulations that govern the use and disclosure of substance abuse treatment records, 42 U.S.C.S. § 290dd-2 and 42 C.F.R. § 2.1 to § 2.67; and
 - 5. Any other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information.

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| NAME OF SUPPORT WORKER | UMPI | DIRECT SUPPORT WORKER INITIALS |
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K. Comply with the laws described in section J. This includes the Provider:

1. Not using or further disclosing protected information created, collected, received, stored, used, maintained or disseminated in the course or performance of this Agreement other than as necessary to perform its obligations under this Agreement, or as required by law, either during the period of this Agreement or hereafter. See, respectively, 45 C.F.R. §§ 164.502(b) and 164.514(d), and Minn. Stats. § 13.05 subd. 3.
2. Using appropriate administrative, physical, and technical safeguards to prevent use or disclosure of the protected information other than as provided for by this Agreement and to ensure the confidentiality, integrity, and availability of any electronic protected health information (PHI) that it creates, receives, maintains, or transmits on behalf of the Department. Provider will not transmit PHI over the Internet or any other unsecure or open communications channel unless such information is encrypted or otherwise safeguarded using procedures no less stringent than those described in 45 C.F.R. § 164.312. If the Provider stores or maintains PHI in encrypted form, the provider shall, at the Department's request, promptly provide the Department with the key or keys to decrypt such information. The Provider shall not forward previously encrypted data to any other party, unless otherwise required by this Agreement.
3. Mitigating, to the extent practicable, any harmful effects known to the Provider of a use, disclosure, or breach of security with respect to protected information by the Provider in violation of this Agreement.

L. Agree that this Agreement may be immediately terminated at the discretion of the Department if it determines that the Provider has violated a material term of the Agreement, including but not limited to, non-compliance by the Provider with the HIPAA Privacy Rule and Security Standards. If termination is not feasible, the Department shall report the breach to the Secretary of DHHS.

Upon termination of this Agreement, all of the protected information provided by the Department to Provider, or created or received by the Provider on behalf of the Department, that the Provider still maintains in any form, including information that is in the hands of subcontractors or agents of the Provider, shall be destroyed or returned to the Department, and the Provider shall retain no copies of such information. If it is infeasible to return or destroy the information, the Provider shall provide the Department notification of the conditions that make return or destruction infeasible, and shall extend the protections of this Agreement to such information and limit further use and disclosure of such information to those purposes that make return or destruction infeasible, for as long as the Provider maintains the information.

M. Agree that any ambiguity in this Agreement shall be resolved to permit the Department to comply with HIPAA, MDGPA, and other applicable state and federal statutes, rules, and regulations affecting the collection, storage, use and dissemination of private or confidential information and other state and federal laws and regulations.

Upon signature, this Provider Agreement supersedes and replaces all former Provider Agreements the Provider has with the Department.

An individual applicant must personally sign the Provider Agreement. Please sign and date below, initial page 1, and return both page 1 and page 2 of this agreement. **Please retain a copy of the provider agreement for your files, and return the original to the Department of Human Services.**

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| NAME OF SUPPORT WORKER (TYPE OR PRINT) | TITLE |
| SIGNATURE OF SUPPORT WORKER | DATE |

Please return page 1 and page 2 of this document