

52442

Agreement For Reimbursement For Senior Recreation Services

1. Purpose of the Agreement

Federal Medicaid funding is provided to and administered by Inclusion Inc Brokerage Services who serves as the fiscal agent on behalf of developmentally disabled individuals who contract with various agencies to receive a variety of services. Portland Parks & Recreation is able to provide a variety of integrative recreation services designed to assist these clients and enhance their health and sense of well being. Since the funding is managed and administered by Inclusion Inc and not the developmentally disabled individuals directly, the City of Portland must contract with Inclusion Inc in order to receive payment for any services rendered to these clients.

2. Recitals

- A. This Agreement is made and entered into by and between the City of Portland ("the City") and Inclusion Inc Brokerage Services.
- B. Portland Parks & Recreation, a bureau of the City of Portland, acting through its Senior Center Project, is providing Senior Recreation integration services to certain developmentally disabled individuals, hereafter referred to as "clients."
- C. The services provided by the City are reimbursable with Medicaid funds, which funds are not available directly to the clients, but are managed by Inclusion Inc on behalf of the clients.
- D. Inclusion Inc has been authorized by the State of Oregon to act as the fiscal agent for these developmentally disabled individuals and designated to reimburse with Medicaid funds those agencies that provide services to these individuals;

Therefore, the City and Inclusion Inc mutually agree to the following:

3. Reimbursement for Services

The City and Inclusion Inc agree that the services provided for Medicaid-eligible clients by the Portland Parks & Recreation Senior Center Project shall be reimbursed by Inclusion Inc, subject to the terms of this Agreement.

4. Time of Performance

This Agreement will be effective March 1, 2010. Services shall be considered eligible for reimbursement under this Agreement if they were provided on or

after March 1, 2010. The Agreement shall expire, unless otherwise extended or terminated, on February 28, 2015.

5. Early Termination

The City and Inclusion Inc, by mutual written agreement, may terminate this Agreement at any time. If the procedure for Medicaid reimbursement in behalf of developmentally disabled individuals is changed, so that Inclusion Inc is no longer a fiscal agent through whom reimbursement can be paid to the City, this Agreement shall terminate automatically.

6. Non-Exclusivity

This Agreement does not grant exclusive rights to Inclusion Inc to be the only reimbursement agent for Medicaid-eligible clients of the Portland Parks & Recreation Senior Center Project. Inclusion Inc status as a fiscal agent through whom the City may request reimbursement is subject to its designation as such by the State of Oregon and Medicaid. Inclusion Inc will notify the City if it ceases to be the Medicaid fiscal agent for developmentally disabled individuals.

7. Funding

Inclusion Inc shall administer client funds and reimburse the City of Portland for all eligible costs incurred for eligible clients according to the schedule of services and rates approved by the State of Oregon, as shown in the example attached as Exhibit A. This schedule of services and rates will be updated by Portland Parks & Recreation to remain consistent with State requirements. It is understood that no total or final dollar amount is committed through this Agreement, since the provision of that services to these clients shall be ongoing and variable for each client served. The maximum funding available for each client is determined by Medicaid and Inclusion Inc.

8. Payments

The City, acting through the City's Office of Management and Finance, Grants Division, will provide invoices and a list of services rendered for each client to Inclusion Inc. Inclusion Inc shall issue payments to the city for each invoice in accordance with our current Inclusion Inc Brokerage Billing Calendar.

Invoices will be sent to:
Inclusion Inc
3608 SE Powell
Portland, OR 97220

Inclusion Inc will send payment to:
Office of Management and Finance,
Financial Planning Division
Attn: Susan Crabtree or Nancy McKinnon
Grants and Contracts, Room 1250
1220 SW 5th Ave
Portland, OR 97204
503.823.6862

Inclusion Inc payments will be considered full payment and under no circumstances shall the City demand or receive additional payment for these services from the client, the client's family, or any other source unless the payment is financial responsibility (spend-down) of an individual under a Medicaid program.

The City may only bill for hours worked directly with the client. Travel time, unless under the supervision of support staff and no-shows **cannot** be billed to Inclusion Inc.

9. Incident Reports

Senior Center staff agree to fax all copies of incident reports to the personal agent at Inclusion Inc within one working day of the incident occurring. Inclusion Inc's fax number is 503-258-2450. Incident reports will also be sent to Multnomah County if required by applicable Administrative Rules.

10. Governing Law

The provisions of this Agreement shall be construed in accordance with provisions of the laws of the State of Oregon and the requirements of Medicaid. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Multnomah County Oregon.

11. Access to the Records

Inclusion Inc shall maintain financial records for its transactions on behalf of each client, sufficient to facilitate audits or examinations by the City or its designated representative. The City shall have the right to audit or examine those records in order to ensure compliance with this Agreement and applicable State or federal regulations.

Exhibit A

Schedule of Services and Rates for Medicaid Reimbursement per Support Services (*Brokerages*) State Guidelines, rates may not exceed the following:

Portland Parks and Recreation, Senior Center Project

March 1, 2010

Facility Based Services

\$8.77 per hour for services up to 5 hours on any given day

\$43.88 per day for services over 5 hours on any given day

Inclusion Assistance:

\$27.28 per hour for one-on-one assistance. If more than one client is being served at the same time by the same assistant, than \$27.28 per hour is divided by the numbers of clients to arrive at the billing rate for each client

Rates are subject to updates and change per the State of Oregon.

12. Contacts

For purposes of this Agreement, the program and fiscal contacts at the City of Portland shall be as follows:

Program Contact:

Jane Doyle
Portland Parks & Recreation
Senior Center Project
1120 SW 5th Ave. Room 1302
Portland, OR 97204
503.823.4328

Financial Contact:

Susan Crabtree or Nancy McKinnon
Office of Management and Finance
Financial Planning/Grants & Contracts
1120 SW 5th Ave. Room 1250
Portland, OR 97204
503.823.6862

Inclusion Inc

By: _____

Title: _____

Date: _____

City Of Portland

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Approved as to form:

APPROVED AS TO FORM

City Attorney
CITY ATTORNEY