



## SERVICE AGREEMENT

This agreement dated \_\_\_\_\_, is between Eldercare Resource Planning, LLC. ("ERP") and \_\_\_\_\_ ("Client").

This Agreement authorizes ERP to perform services in conjunction with a Medicaid application to qualify the applicant for Home Care, Assisted Living or Nursing Home long-term care Medicaid. Because each case is unique and each state's Medicaid process is different, the process may vary from client to client. ERP process involves the following steps:

### A. The Process

1. Intake Call. The process starts with a 1 hour "intake" call with a Medicaid Specialist who will review the detailed questionnaire that the Client has filled out and determine how to successfully prepare the Client and the application for Medicaid benefits.
2. Gathering Information. The Client, working with ERP, will collect all the information and documentation needed to prepare the application. This step usually takes from 1 - 6 weeks depending on Client's ability to access the documentation and the difficulty in obtaining the information and documentation. This step involves the most work for the Client.
3. Preparing the application. Once the pertinent documents are received, ERP will complete the appropriate application and forms, as well as determine the most efficient way to submit the application (whether via an online portal, fax or mail to the correct agency).
4. Submission of Medicaid Application. When all of the information and documentation is reviewed, the application is signed by the Client, and all of the eligibility requirements have been met, the application is submitted to the county Medicaid office of the particular state. ERP will not submit an application until all the necessary documents have been received from the Client.
5. Review by Medicaid Caseworker. The application will be reviewed by a county Medicaid caseworker who may request additional information or verifications. It is important that the requested information is provided to the

caseworker as soon as possible. The caseworker will give a due date (often 10 – 14 days from the date of the request) to provide the information. Failure to do so by the due date may result in either a later eligibility date or denial of the application.

**6. Determination.** The time to process an application is 45 days but it can take longer depending on the complexity of the case. While the caseworker is reviewing the case, ERP will monitor the progress, request status updates and keep Client advised. ERP will serve as the primary contact for the State.

**7. Medicaid Pending.** While an application is pending, Medicaid does not pay for care. Nursing Home benefits may be retroactive for three months prior to the application date if and when the application is approved, and if applicant is deemed eligible for those 3 prior months. If the Care recipient is in a facility as “Medicaid Pending”, the Client should be very clear with the facility regarding payments and possible reimbursements during the application process.

## **B. Consultations and Communications**

Various consultations by ERP and staff will occur with Client, family member(s), representative(s) and Medicaid eligibility workers. ERP asks that one person be designated as the contact. ERP will attempt to respond to any communications within 24 hours Monday through Friday, and during usual business hours.

ERP agrees that they will not disclose, report, or use for any purpose any of the confidential information Client has provided except as authorized by Client in connection with the Medicaid application. ERP will take all reasonable measures to maintain the security and confidentiality of the health and financial information provided. Unless otherwise terminated, ERP will dispose of the health and financial information one year from the date initial agreement.

## **C. Fees, Refunds and Termination**

ERP and Client have agreed on a set fee for the work specified. One half of the fee for services is due upon the execution of this Agreement, the second half is due upon submission of the Medicaid application.

It is within Client’s rights to terminate this Agreement, with or without cause, by written notice to ERP. Termination does not affect the non-refundable Administrative Fee. Should the client discontinue this service prior to the submission of the application, a full refund of the deposit is available for up to 7 days following the date of the deposit minus an Administrative Fee of \$250. A 50% refund of the initial payment is available up to 30 days following the date of initial payment minus an Administrative Fee of \$250. After 30 days of work on

the case, no refund of the initial payment is available.

ERP is also entitled to terminate this agreement for reasons including, misrepresentation or omission by Client of pertinent facts, failure to cooperate with ERP, or failure to pay for services provided.

**D. Client's Responsibilities**

Client is responsible for providing accurate documentation in a reasonable and timely manner. If any of the information provided is not correct or current, or there is pertinent information omitted, ERP will not be able to continue working towards achieving Medicaid benefits. Client is responsible for payments to ERP in accordance with the fee schedule outlined above. Client agrees to forward any communications received from the State as soon as received.

Nothing in the Agreement or in ERP's statements to Client is a promise or guarantee regarding the State's determination of Medicaid benefits. The recommendations made are based on ERP's success in past cases. Because of the uncertainty of Medicaid laws, and changes in the guidelines, ERP cannot guarantee approval of Medicaid benefits. ERP will help guide the application through the system and make sure that all of the procedural steps are followed.

I have read and accept the terms and conditions of the Service Agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
Client Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Eldercare Resource Planning