



PROVIDER ENROLLMENT AGREEMENT

TERMS OF AGREEMENT

THIS AGREEMENT is entered into between _____ and hereinafter referred to as "Provider," and Region IV Area Agency on Aging, Inc., 2900 Lakeview Avenue, St. Joseph, Michigan 49085, herein referred to as "Area Agency on Aging" or "AAA."

- 1. Licensing.** The Provider shall comply with all applicable state and local licensure requirements and provide copies of such licenses when renewed.
- 2. Business Status.** The Provider shall provide documentation (attach W-9) that it has a legal basis for existence such as: private non-profit corporation status with appropriate IRS tax exempt status, a private for-profit corporation, governmental affiliation, partnership, or sole proprietor.
- 3. Insurance.** The Provider shall maintain and annually supply evidence that it has a public liability and property damage insurance policy insuring the Provider against any liability imposed upon the Provider arising out of the performance of work of any nature carried out by the Provider, or anyone directly or indirectly employed by the Provider, under this Agreement. Coverage shall include, where appropriate to the operations of the Provider, facility insurance, worker's compensation, unemployment, personal liability, professional liability, bonding, general liability, property and theft coverage, malpractice insurance, no fault vehicle, and program driver's insurance.
- 4. Independent Contractor.**
 - a. It is understood and agreed that Provider holds itself out to the general public as a business providing the services described in this agreement. It is expressly understood and agreed that the legal and tax status of the Provider shall be that of independent contractor, and that under no circumstances shall the Provider or the employees of Provider be deemed to be the employees of the Area Agency on Aging.
 - b. Provider shall retain its business organization status, i.e., private for-profit corporation, private non-profit business corporation, governmental affiliation, partnership, sole proprietor, throughout the term of this Agreement and shall immediately notify the Area Agency on Aging of any change in its business status, or business office address during the term of this Agreement. Provider agrees to provide to the Area Agency on Aging any evidence of independent contractor status requested by the Area Agency on Aging.
 - c. The Provider assumes full responsibility for payment of all withholding tax, social security tax, unemployment tax or any payroll deductions required by law for individuals who perform services for, or on behalf of, the Provider pursuant to the Agreement.
- 5. Subcontracts.** The Provider shall not assign the Agreement or enter into subcontracts with additional parties without obtaining prior written approval of the Area Agency on Aging. Assignees or subcontractors shall be subject to all conditions and provisions of the Agreement. No subcontract may terminate the legal responsibility of the Area Agency on Aging, the Michigan Department of Health and Human Services (MDHHS), or The Bureau of Aging, Community Living, and Supports (ACLS Bureau) to assure that all activities under the Agreement are performed. The Provider shall be responsible for the performance of all assignees or subcontractors. The Area Agency on Aging shall have the authority to monitor and assess said subcontractors.
- 6. Person Centered Service Plan.** The Area Agency on Aging shall determine the Person Centered Service Plan to be followed by the Provider and monitor care plan adherence on an individual client basis. Service Authorizations sent from the Agency shall be the primary document for establishing specific service requirements. Area Agency on Aging retains the exclusive authority to determine, at its own discretion, the time, frequency and use of provider services, if any. Provider further understands and agrees that the Area Agency on Aging is not required by the terms herein set forth to use the services of Provider.

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7. Communication. The Provider agrees to provide the Area Agency on Aging with regular feedback regarding participants referred to the Provider for services, including, but not limited to increase or decrease in need, emergency related situations, hospital and nursing home placement/discharge, inability to provide services, and reporting possible fraud, neglect, abuse, and exploitation.

8. Audit Compliance. The Provider will comply with laws, regulations, and provisions of contracts in compliance with OMB Circular A-133, Section .210(b).

- a. The Provider shall permit the Area Agency on Aging, Federal auditors, or State auditors to inspect books and records related to this Agreement and Provider shall retain said records for at least ten (10) years after the close of the AAA fiscal year.
- b. If, prior to the expiration of the ten (10) year retention period, any litigation or audit is begun, or a claim is instituted involving the Agreement covered by the record, the Provider shall retain the records beyond the ten (10) year period until the litigation, audit finding, or claim has been finally resolved.
- c. At the request of the Area Agency on Aging, the Provider shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.
- d. The Area Agency on Aging retains the right to review, approve, and monitor the Provider or the Provider's compliance with all rules, regulations, and requirements applicable to the AAA Care Management Program. The Area Agency on Aging, ACLS Bureau, MDHHS, and Centers for Medicare and Medicaid Services reserve the right, as a condition of funding, to require the development and implementation of corrective action plans if the provider demonstrates inadequate performance.

9. Amendments. The Agreement will be amended, if necessary, for the purpose of focusing the provisions herein to more specifically address the agreed upon interactions between the parties. Periodic review will include amending the Agreement to appropriately reflect pertinent agreements developed between the AAA and other federal, state, and local agencies.

AAA may amend this Agreement by providing ten (10) days prior written Notice to the Provider in order to maintain compliance with Michigan or federal law. Such amendment shall be binding upon the Provider at the end of the ten (10) day period and shall not require the consent of the Provider. The Provider may elect to discontinue the Agreement within the ten (10) day period, but the Provider's duties hereunder to maintain the security and privacy of protected health information shall survive such discontinuance. AAA and the Provider may otherwise amend this Agreement by mutual written agreement.

10. Federal Regulations. The Provider will comply with Federal Regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that it and/or its employees:

- a. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;
- b. Have not within a 5-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
- c. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section b; and,
- d. Have not within a 5-year period preceding this Agreement had one or more public transaction (federal, state or local) terminated for cause or default.

Further, the Provider agrees to notify AAA should it or any of its agents become debarred, suspended, or voluntarily excluded during the term of this Agreement.

11. Confidentiality. The Provider shall not use or disclose protected health information from AAA other than as permitted by the AAA Business Associate Agreement, included and made part of this Agreement. The obligations herein shall continue in effect so long as the Provider uses, discloses, creates or otherwise possesses any protected health information created or received on behalf of AAA, and until all protected health information created or received by the Provider on behalf of AAA is destroyed or returned to AAA pursuant to the Business Associate Agreement.

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12. MI Choice Medicaid Waiver and ACLS Bureau Compliance.

- a. Any service funded by the AAA must be in compliance with the MI Choice Medicaid Waiver, ACLS Bureau, and AAA service definitions, unit definitions, and minimum service standards for operation. The Provider hereby assures that that it is completely in compliance with all Medicaid Provider Manual-MI Choice Chapter and General Operating Guidelines and Procedures (located online at www.areaagencyonaging.org). This assurance is binding on the Provider, its successors, transferees, and assignees.
- b. The Provider must maintain current copies of the following items. Provider is responsible for ensuring updates are forwarded to the Area Agency on Aging when information changes:
 1. AAA Provider Enrollment Agreement
 2. Medicaid Assistance Provider Enrollment Agreement (DCH-1625)
 3. Request for Taxpayer Identification Number and Certification Form W-9 (or other proof)
 4. Evidence of liability insurance and other applicable insurance(s)
 5. Applicable licenses or certifications as required by service standards
 6. Business Associate Agreement for HIPAA compliance

13. Reporting of Abuse, Neglect, and/or Exploitation. Abuse, neglect, and exploitation must be reported to the local county office of the MDHHS Adult Protective Services (APS) as specified in P.A. 519 of 1982 (as amended) which mandates that all human service providers and health care professionals make referrals to the DHHS Adult Protective Services unit when an adult is suspected of being or believed to be abused, neglected, and/or exploited. The Vulnerable Adult Abuse Act (P.A. 149 of 1994) creates a criminal charge of adult abuse for vulnerable adults harmed by a caregiver. The requirements also apply for suspected financial abuse per Financial Abuse Act (MI S.B. 378 of 1999).

Service Providers must have written policies and procedures in place, annual employee training, and take appropriate action when they or their workers suspect incidents of abuse, neglect, and/or exploitation have occurred (report to Adult Protective Services (APS), local authorities, and/or waiver agent).

14. Assurances and Agreement for Federal Regulations.

The Provider hereby agrees it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29.U.S.C. 794), and all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84).

Pursuant to 84.5(a) of the regulation (45 C.F.R. 84.5(a)), the Provider gives this assurance in consideration of, and for the purpose of, obtaining financial reimbursement from MDHHS or ACLS Bureau. The Provider recognizes and agrees that such financial reimbursement will be extended in reliance on the representations and agreements made in this assurance and that the MDHHS or ACLS Bureau will have the right to enforce this assurance through lawful means. This assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Provider.

This assurance obligates the Provider for the period during which federal or state reimbursement is extended to it or, where the assistance is in the form of real or personal property for the period provided for in 84.5(b) of the regulation (45 C.F.R. 84.5(b)).

The Provider further agrees it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Michigan Persons with Disabilities Civil Rights Act of 1976 (P.A. 220), and the Elliott-Larsen Civil Rights Act of 1976 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80) issued pursuant to that Title to the end that, in accordance with Title VI of that Act and the Regulations and amendments thereto, no persons in the United States shall, on the ground of race, color, religion, national origin, age, sex, sexual orientation, height, weight, or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives federal or state reimbursement from the Area Agency on Aging and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement. The Provider shall clearly post signs at agency offices and locations where services are provided, in English and other languages as appropriate, indicating non-discrimination in hiring, employment practices and provision of services.

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The Provider further agrees it will evaluate the occupational exposure of employees to blood or other potentially infectious materials that may result from the employee's performance of duties. Providers must establish appropriate standard precautions based upon the potential exposure to blood or infectious materials. Providers with employees who may experience occupational exposure must develop an exposure control plan that complies with the federal regulations implementing the Occupational Safety and Health Act.

The Provider further agrees it will prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in the workplace and display a statement accordingly.

The Provider further agrees to operate in compliance with the Americans with Disabilities Act of 2008 (ADAAA-PL110-325 and 42 USCA § 12101).

The Provider agrees to comply with the Anti-Lobbying Act, 31 USC 1352 as revised by the Lobbying Disclosure Act of 1995, 2 USC 1601 et seq, and Section 503 of the Departments of Labor, Health, and Human Services and Education, and Related Agencies Appropriations Act (Public Law 104-208).

15. Unit Rates. Providers agree to either a pre-negotiated rate or, case-by-case rate, depending on the service being provided. The rate charged shall not vary unless authorized by the Area Agency on Aging. Providers may apply to increase rates, subject to AAA approval, and with no guarantee that increases will be accepted. Increases may not occur more often than once every twelve (12) months. All purchased services will be authorized using a Service Authorization form and must be formally approved.

16. Billing.

- a. The Area Agency on Aging shall not be charged for services not authorized on a service authorization.
- b. The Provider shall not charge for services not delivered or provided.
- c. If payment is made to the Provider by the Area Agency on Aging for services not performed or for overcharges for services, the Area Agency on Aging reserves the right to require reimbursement of those funds from the Provider.
- d. Provider shall charge all the Area Agency on Aging clients the herein agreed upon unit cost for service regardless of whether the source of funding is private (i.e. client pay) or public.
- e. Provider shall certify by signature on all bills.
- f. The Area Agency on Aging may not accept bills that are more than 90 days past the date of service.

17. Effective Date of Agreement. It is understood by and between the Provider and the Area Agency on Aging that a binding agreement shall commence on the date of acceptance as indicated by the signature of the Area Agency on Aging herein.

18. Suspension/Termination. It is understood by and between the Provider and the Area Agency on Aging that this agreement is open-ended. Either party may terminate this agreement upon (30) days written notice to the other party. Further, Area Agency on Aging may immediately discontinue any or all services for cause such as the investigation or violation of the terms of this contract or other regulatory standard. In the event of any allegations of contract breach or violation of service standards, Area Agency on Aging at its sole discretion shall have the right to suspend the provider and to withhold new referrals pending an investigation of any such claims of breach or violation.

19. Indemnification/Hold Harmless. The Provider shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless AAA, MDHHS, and ACLS Bureau, and their employees and directors from and against any and all losses costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the acts or omissions of the Provider or any subcontractor of or consultant of the Provider or any of the Provider's employees, directors, or agents related to the performance of this Agreement.

20. Other Provisions. The Provider will assist in public awareness and promotion of AAA services and programs as directed by the AAA. Further, the Provider may refer to itself as an enrolled provider of AAA in its materials as well as the provided "RIV AAA Enrolled Provider" logo; however, Providers shall not use the AAA standard logo under any circumstances. Providers shall not use the AAA name or logo in its marketing efforts in any form or fashion which states, suggests, or otherwise infers special status above other enrolled providers or access to the MI Choice Waiver Program or AAA's Care Management system. Failure to comply with this stipulation shall result in immediate suspension or termination of the Agreement.

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CERTIFICATION

I certify that the information provided is current and accurate. I certify that I have read, understand, and will comply with the terms of this Agreement as stated herein, as well as the HIPAA Business Associates Agreement, DSP Operating Guidelines and Procedures and Medicaid Provider Manual-MI Choice Chapter, all as amended or subsequently updated, and all of which are considered to be part of this Agreement.

Provider Name:

Signature: Date:

Name & Title:

ACCEPTANCE

REGION IV AREA AGENCY ON AGING, INC.

By:

Christine Vanlandingham, Chief Executive Officer

Date:

PROVIDER ENROLLMENT CHECKLIST

- Demographics and Rate Form completed
- Provider Enrollment Agreement is signed and dated
- HIPAA Business Associate Agreement is signed and dated
- Service Provider Attestation for Fraud, Waste & Abuse Training
- IRS Form W-9 completed and signed
- Medicaid Provider Enrollment Form completed
- Vendor View Enrollment Form completed
- NPI Number obtained
- Insurance Coverage – Liability, Workers Compensation, Auto, plus others as appropriate
- Copies of applicable licenses (e.g., AFC, RN, Chauffeur, Contractor) included
- UL Certificate for PERS providers included
- Food Permit for meal providers included
- Copy of Emergency Plan for Priority one and At-Risk clients in case of inclement weather or unforeseen circumstance (In-home service providers only); or, copy of Emergency Plan (for AFC homes)