MI Choice Medicaid Waiver Program

Contract Agreement

FY 2010

For Direct Service Purchasing through

Region 2 Area Agency on Aging

October 1, 2010

Region 2 Area Agency on Aging
102 N. Main St.
P.O. Box 189
Brooklyn, MI 49230

Dear Potential Provider:

Thank you for providing services to seniors and disabled adults in the community.

The Region 2 Area Agency on Aging is a private non-profit established in 1974 to administer Older American Act funding. One of our purposes is to administer a program to offer choices that assist the elderly and adult disabled populations to safely remain at home as an alternative to a nursing home. By becoming an approved Medicaid Waiver provider, your company is placed in a "service pool." When your organization's services are needed, care managers/supports coordinators will notify you and request the service.

This application packet has been enclosed for your review. You must complete:

- Direct Purchase of Service Cost Agreement (Contract)
- Medical Assistance Provider Enrollment Agreement
- Assurance of Compliance
- Suspension and Disbarred Declaration
- Business Associate Agreement

In addition, all agencies must provide a copy of:

- **Licenses** that may be required (i.e. counselor, general contractor, etc.)
- Copy of **insurance for general liability** and **worker's compensation**
  (you must contact your insurance company and add Region 2 Area Agency on Aging as a certificate holder.)

When you have had the opportunity to review this application, please contact me at 517-592-1901 with questions you may have.

Sincerely,

Barbara Stoy, LBSW
Waiver Services Manager
Region 2 Area Agency on Aging

Region 2 Area Agency on Aging

CONTRACT AGREEMENT FY 2010

Direct Purchase of Service Cost Agreement

THIS AGREEMENT is entered into by and between the Provider Agency, listed below, and the Region 2 Commission on Services to the Aging, d.b.a.: Region 2 Area Agency on Aging, of 102 N. Main St., PO Box 189, Brooklyn MI 49230, herein referred to as the Area Agency on Aging.

PROVIDER AGENCY: *Hereinafter referred to as Provider*			
CONTACT PERSON:		TITLE:	
ADDRESS:			
CITY:		STATE:	ZIP:
PHONE:	FAX:	EMAIL:	
EIN NUMBER:	SOCIAL SECURITY NUMBER:		

Tax Status:
- ☐ Sole Proprietor
- ☐ Partnership
- ☐ Corporation
- ☐ LLC

Type of Provider:
- ☐ Private for Profit Corporation
- ☐ Private Non-Profit Corporation
- ☐ Public

Minority Owned:
- ☐ Yes
- ☐ No

Service Areas:
- ☐ Hillsdale
- ☐ Jackson
- ☐ Lenawee

Services to be provided:
- ☐ Respite Care
- ☐ Personal Care Waiver
- ☐ Homemaker
- ☐ Medical Equipment & Supplies
- ☐ Environmental Modification
- ☐ Durable Medical Equipment
- ☐ Personal Emergency Response
- ☐ Community Living Supports
- ☐ Home Delivered Meals
- ☐ Counseling
- ☐ Adult Day Service
- ☐ Private Duty Nursing
- ☐ Out-of-Home Respite
- ☐ Chore (lawn, snow, etc.)
- ☐ Transportation
- ☐ Fiscal Intermediary
- ☐ Residential Services AFC/HFA

Service definitions, codes, units, and minimum standards for Waiver Services are identified in the Michigan Department of Community Health Operating Standards for the MI Choice Waiver Program. The Provider shall comply with all MI Choice Medicaid Waiver service standards (located online at www.r2aaa.org under Working With Us, MI Choice Waiver).

TERMS OF AGREEMENT

1. **Licensing.** The Provider shall comply with all applicable state and local licensure requirements.

2. **Business Status.** The Provider shall provide documentation upon request 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 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 drivers insurance.

4. **Hold Harmless.** The Provider shall, at its own expense, protect, defend, indemnify and save harmless the Area Agency on Aging and the Michigan Department of Community Health, its officers, directors, agents, and employees, from all damages, liability, costs and expenses that the Area Agency on Aging may incur as a result of any activities of the Provider or its employees or agents that may arise out of this contract.

5. **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. Provider shall fill out and submit to the Area Agency on Aging upon request an Independent Contractor Statement supplied by 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 this Agreement.

6. **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 or the Michigan Department of Community Health to assure that all activities under the contract 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.

7. **Care Planning.** The Area Agency on Aging shall determine the care 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. Region 2 Area Agency on Aging retains the exclusive authority to determine, at it's 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.

8. **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.

9. **Audit Compliance.**
   a. Provider shall permit the Area Agency on Aging, Federal, or State auditors to inspect books and records related to this agreement and Agency shall retain said records for at least six (6) years after the termination of this agreement.
   b. If, prior to the expiration of the six (6) 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 six (6) year period until the litigation, audit finding, or claim has been finally resolved.

c. At the request of the Area Agency on Aging, the subcontractor 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 waiver program. The Area Agency on Aging, Michigan Department of Community Health, 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.

10. **Amendments.** Any changes to this Agreement will be valid only if made in writing and accepted by all parties to this Agreement.

11. **Federal Regulations.** The Provider will comply with federal regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that its employees:
    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
    b. Have not within a 3-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offence 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, or receiving stolen property.
    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 3-year period preceding this agreement had one or more public transaction (federal, state or local) terminated for cause or default.

12. **Confidentiality.** Provider shall protect client confidentiality, and agree not to identify the Area Agency on Aging clients by name or otherwise, in any reports, without prior consent from client, and approval by the Area Agency on Aging and the Department of Community Health. Legal limitations exist on both the Provider and the Area Agency on Aging regarding the disclosure of information about a client. The law treats all communication received from the client as confidential, whether oral or written, including records derived from those communications. However, the disclosure of information to others does not by itself, abolish a client's expectation of privacy as protected by law. Those to whom disclosure is made have a duty to maintain the confidentiality of the disclosure. As such, it is permissible for the Area Agency on Aging to share with or request information from a provider for the purpose of better serving the client based on the general release of information obtained from the client in writing by the Area Agency on Aging staff at the time of the initial assessment.

13. **MI Choice Medicaid Waiver Compliance**
    a. The Provider shall comply with all MI Choice Medicaid Waiver service standards (located online at www.r2aaa.org under Working With Us, MI Choice Waiver).
        i. General operating standards for waiver agents and their contracted service providers
        ii. General operating standards for MI Choice waiver service providers
        iii. Specific operating standards for MI Choice Waiver service providers, including service category definitions for the services selected on page 1 of this agreement.
    b. The Provider must maintain a current copy of the following forms at the Area Agency on Aging:
        i. Direct Purchase of Service Cost Agreement (Contract)
        ii. Medicaid Assistance Provider Enrollment Agreement DCH-1625
        iii. Assurance of Compliance with Rehabilitation, Civil Rights, and Health Insurance Portability and Accountability Acts, and requirements Part a of this section.
        iv. Request for Taxpayer Identification Number and Certification form W-9 (or proof of such)
        v. Suspension and Disbarred Declaration
        vi. Business Associate Agreement
        vii. Certificate of Liability Insurance
        viii. Applicable license or certification as required by service standards
    c. Services provided must not duplicate services available under Medicare, Medicaid State Plan, or other third party resources.
    d. Waiver agency employees and employees of providers under subcontract meet State minimum qualifications for service provision.
    e. Waiver funds will be used to administer the waiver program according to the CMS-approved waiver application including all amendments.

14. **Unit Rates.** The rate charged shall not vary unless authorized by the Waiver Services Manager or Executive Director at Region 2 Area Agency on Aging. All purchased services will be authorized using a Service Authorization form, and must be formally pre-approved. Contracts that vary from the following rates must include a formal letter identifying what specific, Waiver approved service will be provided and the associated rate (such as snow removal or lawn care).

15-Minute Units	Rate	Per Diem Services	Rate	Per Estimate Services
Personal Care Waiver	$3.75	Home Delivered Meal	$5.00	Medical Equipment and Supplies
Homemaker Service	$3.50	Counseling	$75.00*	Environmental Modifications
Respite Care	$3.50	Transportation, per mi	$0.45	Durable Medical Equipment
Private Duty Nursing	$9.00	PERS, per month	$28.00	Out-of-home Respite $3.50
Chore Service	$5.00	Lawn and Snow per diem	$27.00	Adult Day Services $ 2.63
CLS * Community Living Supports $3.75				Residential Services per month/diem in AFC/HFA

* CLS (wrap around services, including transportation to allow client to leave their home, or have a caregiver shop for the client. Care Manager/Supports Coordinator will designate how much time will be spent on client's Personal Care and Homemaking and clearly state what is expected from provider agency.)

* Counselors must be Medicare approved and bill Medicare prior to utilizing Medicaid funds.

15. **Billing.**
    a. **The Provider agrees to bill the Area Agency on Aging *within 15 days* following the last date of service/delivery in a month.**
    b. The Area Agency on Aging shall not be charged for services not authorized on a service authorization.
    c. The Provider shall not charge for services not delivered or provided.
    d. 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.
    e. Provider shall charge all the Area Agency on Aging clients herein agreed costs for units of service regardless of whether the source of funding is private (i.e., client pay) or public.
    f. **The Area Agency on Aging shall not accept bills that are more than 60 days old.**

16. **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 and that this agreement shall terminate on **September 30, 2010.**

17. **Suspension/Termination.** Either party may terminate this agreement, with or without cause, prior to the termination date set forth hereinabove, upon thirty (30) days prior written notice to the other party. Further, Region 2 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.

Authorized Provider Agency Representative ***Acceptance by the Area Agency on Aging***

_____ _____ _____ _____

Ginny Wood-Bailey-
Executive Director Date

COMPLIANCE WITH APPLICABLE LAWS

Providers shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Contract so far as they are applicable to the services provided. Without limiting the generality of the foregoing, Providers expressly agree to comply with the following standards, laws, regulations and executive orders, as they may be amended from time to time during the term of the Contract, to the extent they are applicable to the Contract and to the Provider.

Service Program Standards
The Department of Community Health has issued standards for the MI Choice Waiver program. These standards identify the responsibilities and requirements associated with being a Waiver agent or contracted service provider. The standards are broken down into three categories: (1) General operating standards for waiver agents and their contracted service providers, (2) General operating standards for MI Choice waiver service providers, and (3) Specific operating standards for MI Choice Waiver service providers.

HIPAA Business Associate Requirements
The federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the federal regulations implementing the Act require that Agency obtain certain satisfactory assurances from its business associates. Such satisfactory assurances and the other business associate contracting requirements. Contractor is a business associate of Agency and desires to provide such assurances with respect to the performance of its obligations under the Contract. Contractor provides the satisfactory assurances, which is incorporated herein by the following reference, and Contractor and Agency agree to comply with the terms and conditions contained in 42 USC 1320d –1320d-8, Public Law 104-191, sec. 262 and sec. 264 and the implementing Privacy Rule at 45 CFR part 160 and 164, subparts A and E.

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended
The undersigned HEREBY AGREES THAT it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29.U.S.C. 794), all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84) and all guidelines and interpretations issued pursuant thereto.

Pursuant to 84.5(a) of the regulation (45.C.F.R. 84(a)) the provider gives this assurance in consideration of and for the purpose of obtaining any and all grants, loans, contract (except procurement contracts of insurance or guaranty), property, discounts, or other financial assistance made after such date on applications for financial assistance that were approved before such date. The provider recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the Michigan Office of Services to the Aging 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 recipient. This assurance obligates the provider for the period during which Federal financial assistance is extended to it by the Michigan Office of Services to the Aging or, where the assistance is in the form of real or personal property for the period provided for in 84.5(b) or the regulation (45.C.F.R. 84.5(b)).

Assurance of Compliance with the Equal Opportunity Executive Orders, Department of Health, Education & Welfare Regulation Under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights act of 1976, Elliott-Larsen Civil Rights Act of 1976.

The Subcontractor named below HEREBY AGREES THAT it will comply with the Equal Opportunity requirements of Executive Order 1979-4 issued by the Governor September 7, 1979; Executive Order 1983-4 issued by the Governor March 3, 1983; the Michigan Civil Rights Act, P.A. 453 of 1976, as amended; the Michigan Handicappers' Civil Rights Act, P.A. 220 of 1976, as amended; and the Americans with Disabilities Act, P.L. 101-336, 1990; Title VI of the Civil Rights Act of 1964 (P.L. 88-52), the Michigan Handicapper's Civil Rights Act of 1975 (P.S. 220), and the Elliott-Larsen civil Rights Act of 1975 (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.C.F.R. Part 80) issued pursuant to that title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subcontractor receives Federal or state financial assistance from the Region 2 Area Agency on Aging, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of federal or state financial assistance extended to the Subcontractor for the period during which said property or structure is used for a purpose for which Federal or state financial assistance is extended. This Assurance further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent Federal or state regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations, and all activities shall not run counter to the purpose and intent of this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal or state grants, loans, contracts, property, discounts, or other Federal or state grants, loans, contracts, property, discounts or other Federal or state financial assistance extended after the date hereof to the Subcontractor by the Contractor or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Subcontractor, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Subcontractor.

_____	_____	_____
Agency Signature	Title	Date

MEDICAL ASSISTANCE PROVIDER ENROLLMENT AGREEMENT

Michigan Department of Community Health

Provider ID Number		Eligibility BEGIN Date
Provider Type		Eligibility END Date
Location Code	Group ID Number	M.O. ☐ YES ☐ NO

INSTRUCTIONS:

- **Photocopies of this form must NOT be used to request enrollment.**
- This form is to be completed by all eligible providers who wish to receive payment for services provided under the programs for which the Medical Services Administration serves as the fiscal intermediary.
- Read ALL information and instructions on **pages 1 & 2.**
- **TYPE or PRINT in BLACK INK.**
- Photocopy the completed form (both sides) for your files.
- When completed, separate this form and send it to:

PROVIDER ENROLLMENT UNIT
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
PO BOX 30238
LANSING MI 48909

PROVIDER / APPLICANT INFORMATION:

1. Applicant's Name *(see instructions)*	2. Prof. Title	3. State License No. *(see instructions)*	4. Applicant's Soc. Sec. No. *(required)*
5. Employer's Name *(see instructions)*		6. EIN No. *(proof required)*	7. Applicant's Medicare No.
8. Specialties: **(PROOF IS REQUIRED)** *(see instructions)*			
A.	**B.**	**C.**	**D.**
9. N.A.B.P. Number	10. D.E.A. Number	11. C.L.I.A. Number *(proof required)*	12. FAX Number ( )
13. Administrator's Name (nursing home, hospital or clinic)		14. This business is: ☐ **FOR PROFIT**	☐ **NON PROFIT** (see *instructions*)

SERVICE / PRACTICE ADDRESS:

15. Address (No. & Street)		16. PO Box
17. City	18. County	
19. State	20. ZIP Code	21. Business Phone No. ( )

BILLING ADDRESS: *(see instructions)*

22. Address (No. & Street)	23. PO Box
24. City	25. State
26. ZIP Code	27. Phone No. ( )

OWNERSHIP INFORMATION: This is Required if a Corporation or Business *(List the individual owners / Use additional sheet if necessary)*

28. Owner's Name **A.**	29. Date of Ownership	30. % Owned %	31. Owner's Soc. Sec. No.
32. Owner's Name **B.**	33. Date of Ownership	34. % Owned %	35. Owner's Soc. Sec. No.
36. Owner's Name **C.**	37. Date of Ownership	38. % Owned %	39. Owner's Soc. Sec. No.

- As a condition of receiving payment from Medicaid (and programs for which the Michigan Department of Community Health is the fiscal intermediary) for services billed by or on behalf of the above listed applicant for an eligible beneficiary, the undersigned certify and / or agree to ALL conditions listed on the reverse side of this document.
- The employer and the applicant certify that the undersigned have the authority to execute this agreement.
- Enrollment in the Medicaid Program does not guarantee participation in MDCH managed care programs nor does it replace or negate the contract process between a managed care entity and its providers or subcontractors.

IMPORTANT: FACSIMILE SIGNATURES WILL NOT BE ACCEPTED

40. Signature of Applicant	41. Date Signed	42. E-mail Address

Anyone employing the "applicant" (see box 1), who is the employer / owner of the business listed in box 5, must also sign this agreement in box 45.

43. Employer / Owner or Agent Name (PRINT)		44. Employer / Owner or Agent **Title** (President, Owner, Manager, etc.)
45. Employer / Owner or Agent Signature *(see instructions)*	46. Date Signed	47. Employer / Owner or Agent Telephone Number ( )

Authority: Titles V and XIX of the Social Security Act and P.A. 280 of 1939.
Completion: Is Voluntary, but is required if enrollment in the Medical Assistance program is desired.

DCH is an equal opportunity employer, services, and programs provider.

SUSPENSION AND DISBARRED DECLARATION

PROVIDER AGENCY
PROVIDER ADDRESS

Region 2 Area Agency on Aging is prohibited from contracting with providers that are suspended or debarred. Signing this form indicates that the agency is not suspended or debarred, to include the principles of your agency.

Additionally, Region 2 Area Agency on Aging is interested in the provider agency's experience over the past four years in reference to the following list. Please check one for each item:

YES	NO	EXPERIENCE
☐	☐	Grievance or complaints against the organization (not including discrimination)
☐	☐	Lawsuits or judgments
☐	☐	Investigations of fraud, abuse, conflict of interest, political activities, nepotism, or any criminal activities
☐	☐	Default or breach of contract
☐	☐	Cancellation or non-renewal of contracts due to non-performance or poor performance
☐	☐	Bankruptcy or receivership by the organization or a parent organization
☐	☐	Discrimination complaints or rulings against the organization/agency

If yes was checked for one or more of the above, information must be provided which should include at a minimum: Date item checked was initiated; Party or parties involved with specific reference to any Federal funds; Brief description of the circumstances; Final disposition and date; and a Brief description if action is still pending.

I certify that the agency and its principles are not suspended or debarred from receiving federal funds.

Authorized Provider Agency Representative

_____ _____ _____

Signature Title Date

AUTHORIZATION TO CONDUCT A
MICHIGAN STATE POLICE
BACKGROUND CHECK

Region 2 Area Agency on Aging
MI Choice Waiver Program

For small companies that do not run background checks.

_____ is applying for a contract to provide services to
(Company Name)

older adults and disabled clients enrolled in the MI Choice Waiver Program.

As a contractor with Region 2 Area Agency on Aging, the following activities will be

performed *(check all those that apply)*:

- ☐ Home Delivered Meals
- ☐ Homemaker
- ☐ Personal Care (bathing)
- ☐ Respite Care
- ☐ Transportation (non-medical)
- ☐ Community Living Supports
- ☐ Counseling Services
- ☐ Chore Services (heavy household jobs)
- ☐ Home Modifications
- ☐ Personal Emergency Response Systems
- ☐ Private Duty Nursing
- ☐ Goods and Services.
- ☐ Residential Services for AFC/HFA (Adult Foster Care or Homes for the Aged)

This background check is being sought for screening purposes to protect the safety and security of clients and employees of the above mentioned company.

Operating Standards for the MI Choice Waiver Program require that each waiver agent and contracted service provider must conduct a criminal background review through the Michigan State Police for each person who will be entering client homes (p. 12). ***If a background check is already done through the provider's application process, maintain the check in the personnel file and disregard this form. The Area Agency on Aging will verify a counselor, contractor, or very small home care agency that cannot run a check on themselves.***

Please complete the following for each staff entering a client's home:

Full Name: _____ Date of Birth: ___/____/___

Alias/Maiden Name(s): _____

Social Security #: _____--____--_____ Race: _____ Sex: _____

Driver's License #: _____ State: _____

_____ _____
Signature Date

BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into by and between Region 2 Area Agency on Aging and _____, referred hereafter as PROVIDER, to set forth the terms and conditions under which protected health information, as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Regulations enacted thereunder, created or received by PROVIDER on behalf of Region 2 Area Agency on Aging may be used or disclosed.

This Agreement shall commence on September 30, 2009 and the obligations herein shall continue in effect so long as PROVIDER uses, discloses, creates or otherwise possesses any protected health information created or received on behalf of Region 2 Area Agency on Aging and until all protected health information created or received by PROVIDER on behalf of Region 2 Area Agency on Aging is destroyed or returned to Region 2 Area Agency on Aging pursuant to Paragraph 15 herein.

1) Region 2 Area Agency on Aging and PROVIDER hereby agree that PROVIDER shall be permitted to use and/or disclose protected health information created or received on behalf of Region 2 Area Agency on Aging for the following purpose(s):
    a. Completing and submitting health care claims to health plans and other third party payers. (billing)
    b. Matching a participant with a client.
    c. Emergency and contingency planning.
    d. Providing services.
    e. None.

2) PROVIDER may use and disclose protected health information created or received by PROVIDER on behalf of Region 2 Area Agency on Aging if necessary for the proper management and administration of PROVIDER or to carry out PROVIDER's legal responsibilities, provided that any disclosure is:
    a. Required by law, or
    b. PROVIDER obtains reasonable assurances from the person to whom the protected health information is disclosed that (1) the protected health information will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) PROVIDER will be notified of any instances of which the person is aware in which confidentiality of the informed is breached.

3) PROVIDER hereby agrees to maintain the security and privacy of all protected health information in a manner consistent with Michigan and federal laws and regulations including the Health Insurance Portability and Accountability Act of 1996 and Regulations thereunder, and all other applicable law.

4) PROVIDER further agrees not to use or disclose protected health information except as expressly permitted by this Agreement, applicable law, or for the purpose of managing PROVIDER's own internal business processes consistent with Paragraph 2 herein.

5) PROVIDER shall not disclose protected health information to any member of its workforce unless PROVIDER has advised such person of PROVIDER's privacy and security obligations under this Agreement, including the consequences for violation of such obligations. PROVIDER shall take appropriate disciplinary action against any member of its workforce who uses or discloses protected health information in violations of this Agreement and applicable law.

6) PROVIDER shall not disclose protected health information created or received by PROVIDER on behalf of Region 2 Area Agency on Aging to a person, including any agent or subcontractor of PROVIDER but not including a member of PROVIDER's own workforce, until such person agrees in writing to be bound by the provisions of this Agreement and applicable Michigan or federal law.

7) PROVIDER agrees to use appropriate safeguards to prevent use or disclosure of protected health information not permitted by this Agreement or applicable law.

8) PROVIDER agrees to maintain a record of all disclosures of protected health information, including disclosures not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address of the recipient of the protected health information, the name of the individual who is the subject of the protected health information, a brief description of the protected health information disclosed, and the purpose of the disclosure. PROVIDER shall make such record available to an individual who is the subject of such information or Region 2 Area Agency on Aging within five (5) days of a request and shall include disclosures made on or after the date which is six (6) years prior to the request or April 15, 2003, whichever is later.

9) PROVIDER agrees to report to Region 2 Area Agency on Aging any unauthorized use or disclosure of protected health information by PROVIDER or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure.

10) PROVIDER agrees to make its internal practices, books, and records relating to the use and disclosure of protected health information received from Region 2 Area Agency on Aging or created or received by PROVIDER on behalf of Region 2 Area Agency on Aging available to the Secretary of the United States Department of Health and Human Services, for purposes of determining the Covered Entity's compliance with HIPAA.

11) Within thirty (30) days of a written request by Region 2 Area Agency on Aging, PROVIDER shall allow a person who is the subject of protected health information, such person's legal representative, or Region 2 Area Agency on Aging to have access to and to copy such person's protected health information maintained by PROVIDER. PROVIDER shall provide protected health information in the format requested by such person, legal representative, or practitioner unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.

12) PROVIDER agrees to amend, pursuant to a request by Region 2 Area Agency on Aging, protected health information maintained and created or received by PROVIDER on behalf of the Agency. PROVIDER further agrees to complete such amendment within thirty (30) days or a written request by Region 2 Area Agency on Aging, and to make such amendment as directed by Region 2 Area Agency on Aging.

13) In the event PROVIDER fails to perform the obligations under this Agreement, Region 2 Area Agency on Aging may, at its option:
    a. Require PROVIDER to submit to a plan of compliance, including monitoring by Region 2 Area Agency on Aging and reporting by PROVIDER, as Region 2 Area Agency on Aging in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment thereto.
    b. Require PROVIDER to mitigate any loss occasioned by the unauthorized disclosure or use of protected health information.
    c. Immediately discontinue providing protected health information to PROVIDER with or without written notice to PROVIDER.

14) Region 2 Area Agency on Aging may immediately terminate this Agreement and related agreements if Region 2 Area Agency on Aging determines that PROVIDER has breached a material term of this Agreement. Alternatively, Region 2 Area Agency on Aging may choose to: (1) provide PROVIDER with ten (10) days written notice of the existence of an alleged material breach; and (2) afford the PROVIDER an opportunity to cure said alleged material breach to the satisfaction of Region 2 Area Agency on Aging within ten (10) days. PROVIDER's failure to cure shall be grounds for immediate determination of this Agreement. PROVIDER's remedies under this Agreement are cumulative, and the exercise of any remedy shall not preclude the exercise of any other.

15) Upon termination of this Agreement, PROVIDER shall return or destroy all protected health information received from Region 2 Area Agency on Aging, or created or received by PROVIDER on behalf of Region 2 Area Agency on Aging and that PROVIDER maintains in any form, and shall retain no copies of such information. If the parties mutually agree that return or destruction of protected health information is not feasible, PROVIDER shall continue to maintain the security and privacy of such protected health information in a manner consistent with the obligations of this Agreement and as required by applicable law, and shall limit further use of the information to those purposes that make the return or destruction of the information infeasible. The duties hereunder to maintain the security and privacy of protected health information shall survive the discontinuance of this Agreement.

16) Region 2 Area Agency on Aging may amend this Agreement by providing ten (10) days prior written notice to PROVIDER in order to maintain compliance with Michigan or federal law. Such amendment shall be binding upon PROVIDER at the end of the ten (10) day period and shall not require the consent of PROVIDER. PROVIDER may elect to discontinue the Agreement within the ten (10) day period, but PROVIDER's duties hereunder to maintain the security and privacy of protected health information shall survive such discontinuance. Region 2 Area Agency on Aging and PROVIDER may otherwise amend this Agreement by mutual written agreement.

17) PROVIDER shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless Region 2 Area Agency on Aging and its 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 attorneys fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the acts or omissions of PROVIDER or any subcontractor of or consultant of PROVIDER or any of PROVIDER's employees, directors, or agents related to the performance or nonperformance of this Agreement.

_____ _____

Ginny Wood Bailey, Executive Director — Date
Region 2 Area Agency on Aging

_____ _____

Provider signature — Date