



Memorandum of Agreement

_____ (“**Provider**”) desires to apply for and/or renew accreditation from
(Print Name of Provider)

The Commission on Accreditation for Home Care, Inc. (“**Commission**” or “**CAHC**”) in accordance with the terms and conditions set forth in this Memorandum of Agreement (“**Agreement**”). Therefore, the Provider agrees (and the undersigned certifies on behalf of the Provider) as follows:

1. Upon accreditation, the Provider shall comply with all policies, procedures, terms and conditions described in the CAHC Accreditation Manual (together with any revisions or updates made by the Commission from time to time, “**Accreditation Manual**” or “**Manual**”). Provider acknowledges and agrees that the Commission may revise and/or update the Manual from time to time and that such revisions and updates shall be binding upon the Provider upon notice of such from CAHC to Provider.
2. The Provider agrees to pay the fees (and finance charges, if any) within time frames established by the Commission, as further described in the Accreditation Manual. The Commission reserves the right to adjust fees whenever necessary, and will invoice accreditation applicants and providers at the current rates in effect at the time of billing. In the event the Provider does not pay the fees (and finance charges, if any) within the time frames established by the Commission, the Commission reserves the right to terminate this agreement and cease providing services related to the accreditation hereunder and the Provider shall be responsible for paying all fees and associated charges, if any, related to any services provided by the Commission to date of the termination. Provider further acknowledges and agrees that Provider takes full responsibility and liability for any third party who assists Provider in the accreditation process and that Commission shall have no responsibility and/or liability for such third parties.
3. The Provider warrants and certifies that any and all information recorded in documentation, records and/or other materials and/or otherwise made available to the Commission is true and correct.
4. The Commission shall evaluate all accredited services (as such term is defined in the Manual) performed by the Provider. Furthermore, any additional services, operations or procedures performed by the Provider are subject to evaluation by the Commission if such services, operations or procedures are found to adversely affect patient, employee or public health and

safety. The Commission, however, shall not be obligated to evaluate such services and shall bear no liability for failing to evaluate same.

5. The Provider agrees to give the Commission, its directors, officers, agents, surveyors, contractors, consultants and employees full access to all information, documents, records and/or other appropriate materials, personnel and other individuals pertinent to the delivery of all accredited services (collectively, “**Information**”) upon request. The Provider acknowledges and agrees that this full access includes, but is not limited to, on-site visits and interviews with personnel of the Provider, whether announced or unannounced, and review of all agency records related to home care services to verify that all of Provider’s accredited services are within the scope of review. The Provider also acknowledges and agrees that this full access includes Commission obtaining information directly from individuals receiving services from Provider, their guardians, and/or family members through in-person visits, written surveys and other written/electronic communications. The review may be provided by either CAHC employees or its consulting surveyors. Provider also hereby grants the Commission authority to seek to obtain relevant information about Provider from state, local, or federal agencies that may be relevant to its decisions concerning accreditation. The Commission’s access to and use of protected health information shall be in accordance with the terms of the HIPAA Business Associate Agreement attached to this Agreement at Appendix A, incorporated herein as part of this Agreement.
6. The Commission shall, upon review of the analyses performed by surveyors, staff reports, information from governmental authorities, quality data, and in consideration of any other factors relevant to accreditation, make all final accreditation decisions. All decisions regarding accreditation approval, status and revocation made by the Commission are solely the responsibility of the Commission.
7. Accreditation by the Commission does not constitute a warranty of Provider’s compliance with the standards of accreditation or a guaranty or warranty of the quality of care delivered by Provider to any consumer or third party.
8. The Certificate of Accreditation and all copies of the certificate provided by the Commission remain the property of the Commission (collectively, the “**Certificate**”). The Provider agrees to return the Certificate to the Commission if the Provider is issued a new certificate or upon request by the Commission within the time frame set forth in such request.
9. Upon receiving accreditation, Provider may use the name of the Commission in its premises, advertising, publicity, promotion, marketing or other materials and/or activities solely to advise prospective individuals with regard to the fact of Provider’s accreditation status. If Provider’s accreditation lapses or is otherwise terminated, Provider agrees to remove from its premises and from within its advertising, publicity, promotion, marketing materials (including websites), and/or from any other activities or communications any and all references to the Commission and/or to the Provider’s accreditation status under this Agreement. Except as otherwise provided herein or in the Accreditation Manual, nothing contained in this Agreement shall be construed as conferring any right to use, or to refer to in any advertising, publicity, promotion, marketing or other activities, any name, trade name, trade or service mark, or any other designation of the Commission, including, but not limited to, any contraction, abbreviation or simulation thereof.

10. Receipt of accreditation shall in no way be construed as a guarantee by the Commission of Provider's acceptance for participation in programs administered by any local, state or federal agencies, and/or for network participation in any managed care organization or payment by any third party insurer. The Commission is not responsible for decisions regarding licensure, certification, Medicaid or Medicare participation or actions affecting the Provider's legal or regulatory status, and/or for decisions or actions taken against Provider's officers, owners, employees or agents by any governmental agencies.
11. The Provider acknowledges and agrees that the Commission may allow state licensing and reimbursement authorities, state, federal, or local investigative or law enforcement agencies, any other relevant examining or reviewing agency with legal authority over Providers' operations to review any information maintained in Commission files concerning the Provider. The Provider also acknowledges and agrees that any such information may also be released as required or deemed advisable by CAHC under applicable laws, rules and regulations without the prior consent of or notice to the Provider.
12. The Commission has the authority to submit all decisions regarding accreditation approval, status, revocation and withdrawal, and any other information deemed relevant to the accreditation process consistent with the Commission's Confidentiality Policy to:
 - (a) appropriate state departments and agencies;
 - (b) managed care organizations that are seeking verification of Provider's accreditation status for credentialing or monitoring purposes; or federal agencies;
 - (c) law enforcement and/or Medicaid fraud investigative agencies pursuant to subpoena;
 - (d) a lawful attorney subpoena filed in accordance with state or federal rules of court seeking information relevant to a civil or criminal matter in litigation;
 - (e) a court or tribunal resolving a dispute in connection with this Agreement and/or the services provided hereunder; and
 - (f) as otherwise required or permitted by applicable laws, rules and regulations.
13. The Commission may disclose the agency name, address, and accreditation status of Provider to any consumer or third party upon request, and other information as authorized and set forth in the Commission's approved Confidentiality policy, as may be amended from time to time.
14. Without limiting the generality of the foregoing, the Commission reserves the right to report to the appropriate local, state or federal agencies or departments any suspected unsafe, irregular or illegal procedures, practices and/or conditions that come to the Commission's attention at any time during the application and/or monitoring process or via a complaint or by any other means, whether or not the issue(s) in question are addressed specifically in the Accreditation Manual. Provider hereby consents to such reporting and to the Commission disclosing any information it obtains as a result of this Agreement or via a complaint or by

any other means, as may be requested by (i) a court or tribunal resolving a dispute in connection with this Agreement and/or the services provided hereunder and/or (ii) any state or federal department or agency; and (iii) as otherwise required by laws, rules and regulations.

15. Provider agrees that Commission may post, display and use Provider's name, logo or service mark on the Commission web site and/or in brochures or other written or electronic communications with third parties indicating that Provider is (or is part of a group of providers that are) currently accredited by the Commission.
16. The Provider represents and warrants that all of its services, operations and procedures performed, pertinent to the delivery of services are in compliance with all applicable federal, state, and local laws and with all applicable external authority rules and regulations. Provider represents and certifies, as a condition of continued accreditation, that it has been and shall continue to be truthful in its accreditation application and filings with the Commission; that it is and shall remain properly licensed and in good standing with applicable state agencies, that it is and shall remain in substantial compliance with the Health Service Firm licensure regulations; that it is actively, and shall continue, providing accredited services; that it has not had its State Medicaid provider agreement or Medicaid Managed Care Organization participation agreement(s) terminated for reasons of Medicaid or health care fraud; and that neither the agency nor its principals have been found guilty of or convicted of Medicaid, Medicare, or health care fraud with respect to accredited services, or of any other crime related to exploitation or abuse of, or theft from patients receiving Providers' accredited services.
17. The Provider represents and warrants that it does not and shall not discriminate in the provision of service to clients with regard to race, creed, color, national origin, sex, handicap, age, sexual orientation, or any other classification protected by Federal or State law. The Provider further certifies that it does not discriminate in its employment practices with regard to race, creed, color, national origin, sex, handicap, age, sexual orientation, or any other classification protected by Federal or State law.
18. The Provider agrees to indemnify, defend, and hold harmless the Commission and its Directors, officers, agents, surveyors, contractors, consultants, and employees, from any and all Losses arising from, in connection with, or as a result of this Agreement and/or the accreditation and monitoring of Provider done by or through the Commission, including probation, revocation, and/or termination of accreditation. "Losses" shall mean and include any and all direct, indirect, consequential, punitive or other alleged damages, including lost revenues, profits, costs of appeals, increased expenses, third party liabilities, claims, costs, penalties, expenses, and fees (including, but not limited to, reasonable attorneys' fees, disbursements of counsel, and costs of investigation, litigation, third party discovery, and settlement, incurred in any action or proceeding between Commission, (and its respective directors, officers, agents, consultants, and employees) and Provider or between any of them and a third party). Provider agrees that in no case, if a court assigns liability to the Commission hereunder, that the Commission's damages may exceed, whether in contract, tort or otherwise, the total amount of fees paid by Provider to the Commission under this Agreement.

19. In the event that Provider receives a negative accreditation decision from the Commission, Provider may exercise its rights to a hearing regarding such decision as set forth in the CAHC Accreditation Manual. If Provider's accreditation is revoked, this Agreement shall terminate upon Provider's receipt of a notice of denial or termination of accreditation from the Commission, unless appealed, and if such appeal is denied, the Agreement terminates upon final notice of the Commission's decision.
20. This Memorandum of Agreement may be terminated by the Commission for breach of the contractual terms herein, including but not limited to failure to pay Commission fees; failure to submit required documentation or corrective action plans; failure to comply with CAHC policies or survey procedures; false advertising practices; failure to maintain a Health Service Firm license; and/or violation of the representations contained in section 16 of this Agreement. Provider shall be given a notice of such contractual terminations in accordance with CAHC policies prior to the effective date of the termination of this Agreement. In the case of the Provider's loss of its state Health Service Firm license, or in cases related to Medicaid fraud or criminal matters, termination is effective immediately upon receipt of written notice from the Commission or at a time specified therein, solely as determined in the discretion of the Commission.
21. A termination of this Memorandum of Understanding by the Commission for breach of this Agreement for any reason contained in paragraph 20 above does not afford the Provider with a right to a Board hearing for revocation actions as set forth in the CAHC Accreditation Manual. All termination of contract actions by the Commission are final.
22. This Agreement shall be governed by the laws of the State of New Jersey (without regard to its conflict of law provisions.)
23. In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held. To the extent reasonably possible and practicable, the invalid, void, illegal, or unenforceable provision(s) shall be replaced by a mutually acceptable valid, legal, and enforceable provision(s) which best reflects the parties' intentions underlying the replaced invalid, void, illegal, or unenforceable provision(s).
24. The Provider may not assign this Agreement, its accreditation (if obtained) or any of its rights and obligations hereunder without the prior written consent of the Commission.
25. This Agreement shall remain in effect until Provider's accreditation is no longer in effect, whether by withdrawal of Provider, revocation by CAHC, or termination due to breach. Any provision of or obligation under this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any such termination or expiration, and shall continue in full force and effect.

[Signature page to immediately follow]

The undersigned has been authorized to sign this Agreement on behalf of the Provider. My signature below indicates that on behalf of the Provider; (i) I have read, understand and agree to all of the provisions in this Agreement and; (ii) that this Agreement makes null and void, and supersedes, any previous Letter of Understanding, Memorandum of Agreement and/or other document signed by any designated agent for _____.

(Print Name of Provider)

Name of Provider

By:

Signature

Date

Print Full Name

Print Title (Provider's owner, director, administrator)

Witnessed By:

Signature

Date

Print Full Name

Print Title