

**New Jersey Department of Human Services
Division of Aging Services**

**GLOBAL OPTIONS FOR LONG-TERM CARE
MEDICAID WAIVER PROGRAM
PARTICIPANT ENROLLMENT AGREEMENT**

In order to promote the health and independence of the elderly and physically disabled adults and to assist their caregivers, the State of New Jersey ("State"), supports the provision of home and community-based services through the Global Options for Long-Term Care (GO) Medicaid Waiver program.

By execution of this Agreement, the undersigned entity ("Participant") requests enrollment as a program participant in the New Jersey State Global Options for Long-Term Care 1915(c) Medicaid Waiver program (hereinafter, "GO Waiver program"), and as a condition of enrollment, agrees to the following terms and conditions:

1. Participant may receive the types of services, at the hours and rates set forth in the Participant's comprehensive care needs assessment tools, identified in the Participant's Plan of Care ("POC"), and authorized through individual service agreements with qualified providers.
2. Participant understands that this is a voluntary program and that he/she may utilize any willing service provider who meets the State's Provider Qualifications, and signs an Individual Service Agreement, subject to the terms of paragraph 4 of this document.
3. The State or its Billing Agent shall pay qualified providers, the independent contractor or employee, for all appropriate charges for actual services authorized and rendered, on behalf of Participant. The participant shall not receive any direct payments.
4. The State is not obligated to pay for any cost of service or charge beyond the types of service, hours and rates for service set forth in the Participant's POC and individual service agreements. The State shall pay only for appropriately authorized charges.
5. The State shall not pay more than the identified individual cost limit for services on behalf of Participant in the GO Waiver program.
6. Participant residing in an Assisted Living (AL) or Adult Family Care (AFC) setting is obligated to share in the cost of services provided ("Cost Share") as determined by the program Care Manager in accordance with the State's policies and procedures, and shall be responsible to pay for his/her Cost Share as well as Room and Board when and as billed to Participant by the AL/AFC facility. Participant understands that if he/she fails to pay the Room and Board and/or Cost Share, the service provider may choose to discontinue providing living arrangements and services to Participant.
7. The State may disenroll Participant from the program and/or discontinue all payment, as applicable, to a provider, either an employee or independent contractor, if one or more of the following circumstances occur. In the event of disenrollment or discontinuation of payment, Participant shall be solely liable for the cost of all services received after notification from the State pursuant to paragraph 8 of this document.
 - (a) At any point in time the Participant becomes clinically or financially ineligible for services.

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- (b) The provider is not providing satisfactory services as determined by the program Care Manager or the State.
 - (c) The Participant has not provided all information and documents required in the Employee Application Packet.
 - (d) For Participants in an AL/AFC setting, if the Participant has not paid the full amount of his/her Cost Share and/or Room and Board.
 - (e) The program Care Manager or the State has reasonable cause to believe that the Participant or provider has been or is engaged in willful misrepresentation, exploitation, fraud or abuse related to the provision of services under this Agreement.
 - (f) The provider or Participant consistently seeks payment for unauthorized or inappropriate charges.
 - (g) The provider or Participant fails to submit on a timely basis documents and records required in relation to the provision of services under this Agreement.
 - (h) The Participant fails to report changes in care needs and financial circumstances that may affect eligibility.
 - (i) The provider has committed a crime or violation of the law. If an infraction is revealed in the criminal background check, the provisions of N.J.A.C. 8:43I 2.1-2.3, 3.1-3.3, and 5.1, pursuant to paragraph 33 herein, shall control.
 - (j) The provider has committed an act subjecting it to disbarment under state or federal law.
 - (k) Participant has moved out of state.
 - (l) Participant has moved permanently to a nursing facility through which Participant will receive long-term care services.
 - (m) The Participant has failed to abide by the terms of this Agreement.
8. The State shall provide 30 days notice to the Participant in the event of disenrollment or discontinuation of payment pursuant to paragraph 4 above. No such notification shall be necessary in the case of 7.j. or 7.k. above. Payment shall terminate as of the date of the move.
9. Individuals subject to removal from the Waiver program are entitled to the opportunity to request a Fair Hearing. Once Participant is given a written Fair Hearing Notice, the participant must request a Fair Hearing within 20 days of the date of the letter. If the participant has been receiving Medicaid benefits and requests a Fair Hearing within the 20-day period, Medicaid benefits may continue until a hearing decision is reached so long as the participant remains eligible in all other aspects. However, if the Fair Hearing decision is not in the participant's favor, the participant may be required to repay any Medicaid benefits.
10. Participant may be responsible to pay back in full the cost of all benefits improperly provided to Participant due to action or inaction on the part of Participant, with interest as may be allowed by law. This provision shall survive termination of this agreement.
11. The State takes no responsibility for guaranteeing that services are provided in a manner satisfactory to Participant. If the Participant finds the employee or contractor to be unsatisfactory, or suspects misrepresentation, fraud, abuse or violation of the law in rendering services, Participant should terminate the relationship and must report the termination and reasons therefore to the program Care Manager. Participant must report to the program Care Manager or the State any suspected exploitation, misrepresentation, fraud or abuse related to the provision of services under this Agreement.

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12. The Participant must report to the program Care Manager a change in care needs or financial circumstances that may affect eligibility.
13. Participant agrees to allow the County, the State, or agent or representative of either to enter Participant's home in order to monitor the services provided. Reasonable efforts to announce the visit shall be made; however, this requirement may be waived at the County or State's discretion.
14. Participant shall provide to the County, the State, or agent or representative of either, all documents and records related to participation in the program, on a timely basis. The County, the State, or agent or representative shall also be allowed access to all such documents and records for audit purposes, upon seven days notice.
15. Participant is subject to all applicable statutes, regulations and law governing non-discrimination.
16. Participant agrees to hold harmless, release and forever discharge the County and the State and their officers, employees, agents and representatives for any claims or liability that may arise in relation to the services provided under these programs, excepting any claims based upon the State's obligation to pay for services, or for grossly negligent, willful, wanton, malicious, or criminal acts or omissions. Such claims are subject to the provisions of the New Jersey Contractual Liability Act and the New Jersey Tort Claims Act. Service providers, including employees of the Participant and contractors, are not considered State or County employees, agents or representatives and do not benefit from this hold harmless provision.
17. Participant shall comply with all policies and procedures established by the State governing participation in the program.
18. All documents, policies and procedures referenced in this agreement are fully incorporated by reference thereto, as if set forth herein in full.
19. The laws of the State of New Jersey govern this agreement.
20. The provisions herein shall apply to participation in the Global Options for Long-Term Care Medicaid Waiver program as operated by the NJ Department of Health and Senior Services, administered by the NJ Department of Human Services, and approved by the federal Centers for Medicare and Medicaid Services.
21. This Agreement is effective as of the date last signed below and shall remain in full force and effect until such time as Participant is no longer enrolled in the GO Waiver program.
22. The GO Waiver program maintains provisions for Participant to exercise choice and control in managing Waiver services and other supports in accordance with their needs and personal preferences. Two specific opportunities for participant direction of services include either accessing the Personal Preference program or utilizing Participant Employed Providers.

PARTICIPANT DIRECTION OF SERVICES WITH BUDGET AUTHORITY-
PERSONAL PREFERENCE:

23. The Personal Preference option affords Participants who are eligible for Medicaid Personal Care Assistant services to direct their own care. Through the use of a monthly cash allowance,

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Participant works with a Fiscal Management consultant to develop a cash management plan by which Participant decides the services needed and the entities to hire to provide the identified services. For information about the eligibility, limits and requirements of the Personal Preference program, contact the New Jersey Department of Human Services, Division of Disability Services at 1-888-285-3036.

24. If Participant accesses the Personal Preference option, for continued enrollment on the GO Waiver program, Participant is still to be in need and receipt of at least two Waiver services monthly, one of which is care management, in order to avoid institutionalization in a nursing facility. Participant is responsible for informing GO Care Manager of interest in or utilization of the Personal Preference option, so appropriate coordination of services occurs as required.

PARTICIPANT DIRECTION OF SERVICES WITH EMPLOYER AUTHORITY-
PARTICIPANT EMPLOYED PROVIDERS:

25. Participants who are capable of self-directing their care (or who have a legally responsible representative/relative who can act of their behalf), by assuming Employer Authority, may hire as an employee, a service provider called a Participant Employed Provider (PEP), for the following services: Transportation, Chore, and Home-Based Supportive Care, or utilize such a service provider as an independent contractor. Only participants who are capable of self directing their own care may hire a PEP for the service of Attendant Care. Attendant Care must be evaluated by a registered nurse and prior authorized. Providers of all other services shall be considered independent contractors.
26. In no event shall a service provider be considered an employee of the State. Participant further understands that he/she may discontinue using an independent contractor or terminate an employee at Participant's discretion.
27. A Participant's spouse, legally responsible relative, guardian, active Power of Attorney, or Authorized Representative may not be a service provider.
28. Participant hereby appoints the State's Billing Agent as Participant's payroll and fiscal agent, to assist Participant in preparing payroll for Participant's employee(s), fulfilling Participant's federal tax obligations as an employer, pursuant to Section 3504 of the Internal Revenue Service (IRS) Code, and fulfilling all other state and local obligations to deduct and pay taxes, unemployment compensation insurance, workers' compensation insurance, and other required withholdings and perform any of Participant's other payroll or fiscal obligations as an employer. Participant shall execute an IRS Form 2678, "Employer Appointment of Agent."
29. Participant authorizes and directs the State's Billing Agent to do all that is required and necessary on Participant's behalf to comply with the provisions and requirements of federal, state, and local laws regarding Participant's registration as an employer.
30. In making this appointment, Participant authorizes the State's Billing Agent to sign, on Participant's behalf, all payroll tax forms and other forms for which Participant is responsible as an employer. Participant agrees to provide the State's Billing Agent with all necessary information and documentation, in a timely manner, required for the State's Billing Agent to assist Participant in complying with all provisions of law and regulations which apply to employers. In addition to the

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file maintained by the State's Billing Agent, the Participant agrees to maintain all of his/her personnel records in a file for each employee.

31. As the Participant's appointed fiscal agent, the State's Billing Agent shall perform or assist the Participant in performing the following employment and payroll-related tasks:
- (a) register the Participant as an employer, including providing assistance to the Participant in completing forms required to obtain employer identification numbers from federal agencies, state agencies, unemployment insurance agencies, and workers compensation insurance agencies;
 - (b) prepare and maintain original and file copies of all forms needed to comply with federal, state, and local tax payments and unemployment compensation insurance premiums, and all other reporting requirements of employers;
 - (c) verify that the Participant has obtained and maintains workers' compensation insurance coverage for the providers who are the Participant's employees;
 - (d) upon receipt of the required completed forms from the Participant, remit the forms to the appropriate agency and maintain copies of the forms in the Participant's file; the State's billing agent will return copies of all forms to the Participant for the Participant's personnel records;
 - (e) receive and process approved timesheets, and prepare the payroll for the Participant's employees, performing appropriate income tax, FICA, workers' compensation, and other withholdings according to federal, state and local law;
 - (f) distribute payroll checks to the Participant's employees in accordance with the policies and procedures established by the State; and
 - (g) make payments to the appropriate government entities on behalf of the Participant for federal withholding of FICA (both employer and employee shares), state withholding, local taxes, unemployment compensation taxes, workers' compensation insurance, and other payments required and as appropriate.
32. At the Participant's request, the program Care Manager will obtain for Participant summaries of payroll and deductions made on the Participant's behalf, at a maximum frequency of once per month. Participant shall also receive a year end report.
33. The State shall pay and arrange for a criminal background check for those providers whom the Participant wishes to employ. The circumstances under which the State shall not pay for an employed provider's services are governed by N.J.A.C. 8:43I 2.1-2.3, 3.1-3.3, and 5.1. Although these provisions govern the qualification of nurse aides and personal care assistants for certification purposes, the State hereby adopts these policies and makes them applicable for the use and qualification of all the types of employed providers under the GO Waiver program.
34. Upon request, the program Care Manager shall assist Participant in obtaining the required workers' compensation insurance, if Participant intends to employ a service provider.
35. The GO Waiver program may provide for the involuntary termination of participant direction of services. Involuntary termination may be necessary when Participant does not carry out his/her responsibilities under participant direction. Involuntary termination of participant direction also may be necessary in order to assure Participant health and welfare.

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PARTICIPANT ENROLLMENT AGREEMENT SIGNATURE PAGE

After meeting with a Care Manager and reviewing the Global Options for Long-Term Care (GO) Participant Handbook as well as the GO Participant Enrollment Agreement, I, _____, the participant, residing at _____
(Participant Name)

_____, wish to enroll
(Participant Address)

in the Global Options for Long-Term Care.

I, as a GO Participant, understand and agree that enrollment in the GO Waiver Program is subject to the aforementioned terms and conditions as outlined in the Participant Enrollment Agreement.

I hereby acknowledge that I have received a copy of this GO Participant Enrollment Agreement and that it has been explained to me by _____
(Care Manager Name)

from _____ on _____
(Care Management Agency) (Date)

Participant Name	Signature X	Date
Legal Representative Name	Signature X	Date
Care Manager Name	Signature X	Date
Witness Name	Signature X	Date