

PROVIDER AGENCY AGREEMENT

As a result of this Agreement the Provider Agency shall:

1. Accept and serve on a priority basis Waiver clients referred to it by Senior Services. Where openings do not exist in the Provider Agency caseload, the Provider Agency agrees to negotiate alternative arrangements with the Senior Services Waiver staff where possible in order to meet the needs of the client.
2. Review the comprehensive assessment, available in Vendor View, as completed by the Senior Services Waiver staff. Providers may also utilize their own assessment, providing it follows MDHHS assessment guidelines.
3. Provide service delivery as prescribed in the directions (i.e. service within Vendor View, direct contact with SC) received from the Senior Services Waiver staff during service requisition.
4. Provide the Senior Services staff with the regular, on-going feedback (i.e. nursing notes, progress notes, etc.), regarding clients referred to it for services.
5. Inform the Senior Services Waiver staff of the appropriate Provider Agency contact person to be notified in care plan development and modification.
6. Enroll at least one representative from your Agency in the Vendor View software system by completing and returning the Enrollment form. Use of the Vendor View software system is mandatory.
7. Utilize the Vendor View software system to immediately notify the Senior Services Waiver staff if, for any reason, the Provider Agency is unable to provide service to the Senior Services waiver client, as negotiated, or if a service is not provided as agreed to (Non-Service, reduction in hours notification, hospitalization, etc.).
8. Utilize the Vendor Billing software system to report and submit all claims and billing.
9. Participate in all required trainings conducted by Senior Services Waiver including, but not limited to: participant health and safety, Critical Incident Reporting, Emergency Reporting, Service interruption reporting, Grievance and Appeals, etc.
10. Comply with all licensing standards as may be prescribed, to assure quality of services delivered to Waiver clients, to comply with all standards and definitions as established by the Michigan Department of Health and Human Services (MDHHS). Private providers must submit copies of current license(s) with this signed agreement, as appropriate.
11. Follow Senior Services screening criteria when referring individuals who may be eligible for Waiver intervention.
12. Indemnity, save and hold harmless Senior Services, Inc. and the Michigan Department of Health and Human Services against expense or liability of any kind arising out of service delivery performed by the Provider Agency, and to immediately notify the Senior Services Waiver staff if the Provider Agency becomes involved in, or is threatened with litigation related to any Senior Services Waiver client.
13. Maintain, in effect at all times during the course of the Agreement, insurance coverage as indicated and required by the Michigan Department of Health and Human Services. Further, Provider shall submit at the beginning of the Agreement and throughout the year, Certificates of Insurance listing Senior Services, Inc. as the "Additional Insured".
14. Protect client confidentiality and agree to not identify Senior Service Waiver clients by name or otherwise, in any report(s), without prior consent from the client and approval by Senior Services and the MDHHS, and in full compliance of HIPAA.
 Legal limitations exist on both the Provider Agency and Senior Services Waiver staff 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 abrogate 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 Senior Services Waiver staff to share with or request information from a provider for the purpose of better serving the clients based on the general release of information obtained from the client in writing by Senior Services Waiver staff at the time of the initial assessment.
15. Accept from and share any information that may be necessary to better serve the client, that may be viewed as confidential, upon receipt of a copy of the general release of information signed by the client and avoid requiring the signing of additional release by the client. **Providers are also expected to have and utilize their own releases of information forms when sharing/receiving any information in compliance with HIPAA regulations.**
16. **Conduct and maintain initial and ongoing criminal history screenings of all direct care employees. Maintain a worker service record (in home log). Follows the Michigan Office of Inspector General guidelines for verifying upon hire, and then monthly, that employees serving Waiver participants are not on the OIG sanctions list.**

16. Accept as payment in full the reimbursement amount from Senior Services PAHP. The Provider may not bill consumers for the difference between the Provider's charge and the Senior Services PAHP's rate for covered services. The Provider shall not seek nor accept additional supplemental payment from the consumer, his/her family, or representative in addition to the amount paid by Senior Services PAHP. The Provider agrees not to maintain any action against a consumer to collect sums that are owed to Provider under the terms of this contract, even in the event Senior Services PAHP fails to pay, becomes insolvent, or otherwise breaches the terms and conditions of this contract. This section shall survive the termination of this contract, regardless of the cause of termination and shall be construed to be for the benefit of the consumer.

For licensed AFCs, HFAs and "Assisted Living Facilities providing Community Living Services the following also apply:

17. Maintain a Community Living Services Tracking Sheet which documents daily services provided and maintain the documents on file for review. Providers may choose to use their own tracking forms as long as they adequately document services, dates and amount of time provided for CLS services on a daily basis and keep the forms on file for review.
18. Request payment for licensed residential services to MI Choice Participants which are only those services that have been authorized and that which exceeds what is usual and customary for the licensed residential provider and/or exceeds that which is required and defined under the State of Michigan AFC (MCL) licensing rules.
19. Provider shall refrain from marketing its services in any form or fashion which states, suggests or otherwise infers access to the Senior Services MI Choice Waiver Program. **Failure to comply with this stipulation shall result in immediate suspension of the agreement and the initiation of formal termination of this agreement.**
20. Comply with Federal regulations regarding Home and Community Based Settings (HCBS). For more information go to Michigan.gov.

Senior Services PAHP, MI Choice Waiver program shall:

1. Provide prescreening of all individuals referred for the MI Choice Waiver program.
2. Provide a comprehensive assessment and additional information about a referred participant sufficient for the provider to adequately complete the services to the participant.
3. Provide person centered service plan development in consultation with the participant inclusive of a determination of amount, scope, frequency, and duration of all services required under the care plan.
4. Authorize all types, frequencies, and amounts of services as indicated and appropriate.
5. Monitor provider agencies to ensure compliance with all standards, regulations, and requirements.
6. Provide timely payment of services rendered per billing procedures.
7. Provide 24-hour availability for emergency information.
8. Exclusively maintain the ownership and right of control of contract information and keep secure all contract records for a period of not less than ten (10) years after the expiration or termination of this Agreement in a location that is readily accessible and preserves contract information.
9. Ensure that the participant is informed of all options available for home and community-based care and will respect and support the choices made by the participant.
10. Provide Waiver contracted providers with a Grievance Resolution Policy and Procedure, including means of filing a grievance in writing.

Both Parties agree that:

1. The Provider is an independent contractor with respect to Senior Services PAHP and that nothing in this agreement is intended to create an employer/employee relationship, a joint venture relationship, or any other relationship that

allows Senior Services PAHP to exercise control or direction over a manner or method by which the Provider furnishes the services covered in this agreement. The services to be performed shall be provided in a manner consistent with all applicable laws, regulations, rules and standards governing such services, the provisions of the master contract with MDHHS, and the provisions of this agreement.

2. Each party shall preserve the privacy and security of confidential participant information except as otherwise permitted or required by law. Where federal and state legal standards respecting disclosure of confidential participant information are in conflict, the stricter standard shall apply. Each party shall have in place and observe policies and procedures for maintaining the privacy and security of confidential participant information and the prevention of its improper use or disclosure in full compliance with HIPAA. Each party will not use or disclose confidential participant information in a manner that would violate any provision of HIPAA.
3. Senior Services PAHP retains the right to review, approve, and monitor the Provider's compliance with all rules, regulations, requirements applicable to the MI Choice Waiver program and that the PAHP, MDHHS, and CMS reserve the right as a condition of funding to require the development and implementation of corrective action plans if the Provider demonstrates inadequate performance. Provider shall fully cooperate with any audit from the PAHP, MDHHS, and CMS and provide access to and copies of any required documentation, policies, and procedures as necessary to demonstrate compliance.
4. This contract is effective from 10/01/2021 through 09/30/2022 unless sooner terminated. Provider understands that this contract does not assure or imply continued funding beyond 09/30/2022. If neither party has informed the other in writing that the contract will not be renewed and if the parties have not agreed to a new contract on or before the expiration date, the contract shall automatically be extended on a month-to-month basis for thirty (30) days at which time a new contract must be reached or the contract will be terminated.
5. This contract may be terminated prior to the expiration date by either party by giving sixty (60) days written notice to the other party by certified mail, except for circumstances in which federal, state or local resources for this program are reduced in which case termination of the contract requires thirty (30) days notice. Termination shall not relieve either party of any obligations incurred prior to the effective date of termination. In the event of the termination of this contract, the Provider agrees to promptly submit to Senior Services PAHP all information necessary for the reimbursement of any outstanding Medicaid claims, as requested. For Providers that have been issued a Plan of Corrective action, failing to meet the Plan of Correction in the allotted time can result in contract termination.
6. This contract may be terminated with twenty-four (24) hours notice based on any of the following actions on the part of the Provider agency or any member of its staff: 1) Charges of gross misconduct of either a professional or personal nature, 2) Suspension, revocation, or restriction of professional license or registration, 3) Conviction of a crime, irrespective of whether such conviction is final, 4) Is included in the Medicare/Medicaid list of providers who are suspended or excluded, 5) Is subject to an adverse action, 6) Is determined to have committed a compliance violation, 7) Fails to perform any services required in accordance with this agreement or standards of quality, or 8) Violates Senior Services PAHP policies and procedures after being given notice of failure to comply.
7. No assignment or delegation of this agreement or of any right or obligation hereunder shall be valid without specific written prior consent of both parties hereto, except that this agreement may be assigned to any successor entity operating PAHP, which assignment shall forever release Senior Services PAHP hereunder except for any obligations which accrued prior to the date of such assignment. Any attempted assignment or delegation or purported assignment or delegation by the Provider in violation of this section shall be void and of no force and effect and shall not operate to create any liability or performance obligation on the part of Senior Services PAHP to any third party.

PROVIDER BILLING PROCEDURES REMINDERS

BILL RECIEPT: All billings must be received at Senior Services on or before the 8th of each month, following the month of service (previous month). Billing received after the 8th of the month will not be paid until the following month. Any bills received after 30 days, PAYMENT for services will be denied. All billings will be done through the Vendor Billing software system. Vendor Payments will be issued the last business day of the month.

SERVICE ORDERS: *PLEASE FOLLOW YOUR AUTHORIZED CARE PLAN* Bills are verified against Senior Services Authorized Care Plans. If the billing is inconsistent with the Care Plan, payment will be denied.

OVERAGE REQUEST: Any anticipated overages MUST be requested in advance and are subject to approval. Authorization request for additional services/units, for any reason including medical emergencies, will be denied if you do not notify us prior to or within two business days after the overage occurs. Acceptable notification will be, sending a Vendor View message.

NON-SERVICE REPORTING: Reporting Non-Services is pertinent not only for billing purposes, but for the health and safety of the Client. Reporting of Non-Services should be done using Vendor View as they occur and prior to submission of your monthly bill.

NURSING and COUNSELING NOTES: To avoid delay and/or denial of payments, Client Nursing and/or Counseling Notes are to be faxed, mailed or can be entered directly into Vendor View, in conjunction with each monthly billing. Payments for billings sent without Nursing Notes and/or Counseling Notes, where applicable, will be delayed until the following month and every month there-after until the Nursing Notes and/or Counseling Notes are received.

RESIDENTIAL SERVICE TRACKING SHEET: To avoid delay and/or denial of payments, Residential Service Tracking Sheets are to be kept on file and available for review. Providers may choose to utilize their own residential services tracking sheets, as long as they meet the criteria of the tracking sheet of this agency that document includes the date, amount of time and type of ADL and IADL assistance provided. Tracking sheets must be kept on file and available for review at any time.

This Agreement will be reviewed annually, and 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 that may be developed between Senior Services and other federal, state and local agencies.

SENIOR SERVICES PAHP AUTHORIZED OFFICIAL

DATE AND TITLE

PROVIDER AUTHORIZED OFFICIAL

DATE AND TITLE

Return to: Heather Marshall, MSW, Quality Coordinator
Senior Services, Inc.
918 Jasper Street
Kalamazoo, MI 49001