

# **Senior Services, Inc.**

## **A PREPAID AMBULATORY HEALTH PLAN (PAHP) MI CHOICE WAIVER PROGRAM SUBCONTRACTOR AGREEMENT**

### **Overview of the MI Choice Waiver Program**

Senior Services, Inc., in contract with the Michigan Department of Health and Human Services (MDHHS), serves as a Prepaid Ambulatory Health Plan (PAHP) to provide the Home and Community Based Services for Elderly and Disabled (HCBS E/D) Waiver Program, more commonly referred to as the MI Choice Waiver Program. This Medicaid program funds a variety of home and community-based services to participants aged 18 years and older who, without such services, would require nursing facility level of care. The waiver increases traditional Medicaid services so that people in need of nursing facility care can choose to remain home to receive long term care.

Under a capitated, managed care system, Senior Services, Inc. accesses and manages home and community-based care for adults whose needs are at a level of complexity requiring a specialized resource management effort. Senior Services identifies the needs of participants through a comprehensive assessment performed by a nurse and social worker team. Senior Services accesses these services from community vendors, monitoring performance and client condition and adjusts services as necessary.

### **Direct Service Purchase System**

Senior Services, Inc. purchases needed services for participants from an established network of approved community service providers, when other payment options are not available. The Direct Purchase of Services (DPOS) network is established through formal subcontractor agreements with providers that submit completed applications for the services they choose to provide and are approved by Senior Services, Inc. Senior Services is responsible to determine and ensure that service providers meet all program and administrative standards as set by Medicaid (MSA), the Michigan Department of Health and Human Services (MDHHS), and the Center for Medicaid/Medicare Services (CMS). Senior Services is also responsible for authorizing services delivered and establishes the frequency and duration of all services purchased. Services available for selection are described in “Minimum Operating Standards For MI Choice Waiver Program Services”

### **Funding Structure**

Senior Services, Inc. uses a unit cost reimbursement system to purchase “direct care” services. The Purchase of Service Agreement form establishes rates for those services provided for under the MI Choice Waiver. Subcontractor providers select the services which they are willing and have capacity to provide. Monthly reimbursement from Senior Services is based on the exact number of service units provided and verified during the month.

### **Target Population**

Client eligibility for all services is determined by Senior Services staff. It is the responsibility of Senior Services to determine appropriate service interventions. Clients who are medically eligible for nursing home level of care, financially eligible for Medicaid under special expanded income guidelines and require at least one waiver service, are qualified to receive services through MI Choice Waiver.

## **Subcontractor/Provider Eligibility Standards**

**Eligible Organizations** - Eligible providers of waiver services can include, private non-profit or for profit organizations which provide services that meet minimum MI Choice Waiver service standards, certifications and/or licensure requirements.

**Insurance** - Service providers shall have sufficient insurance to indemnify loss of federal, state and local resources, due to casualty or fraud. Insurance **required** for each service provider are: workers compensation; unemployment; property and theft coverage, fidelity bonding (for persons handling cash); Automobile liability (for transportation purposes); General liability and hazard insurance including facilities coverage. Providers shall submit with this Agreement and upon expiration thereafter, Certificates of Insurance listing Senior Services, Inc. as the “Additional Insured”. MDHHS recommends several additional types of insurance for agency protection. Please see Attachment F (H), Section 1.F of this document for complete insurance information and requirements.

**Confidentiality** - All client information shall be maintained to HIPAA standards. Service providers shall have procedures to protect confidential client information. No information will be disclosed without the prior informed consent of an individual or his/her legal representative. Disclosures may be allowed by court order, or for program monitoring by authorized federal, state or local agencies (which are also bound to protect the confidentiality of client information) so long as acting in conformity with the Health Insurance Portability and Accountability Act (HIPAA).

### **1. APPLICATION PROCESS**

Organizations proposing to participate in this system must agree to comply with all required standards and assurances contained in this document and attachments. The Subcontractor Agreement document: “Contracting Forms and Assurances” is structured in the following Attachments:

#### **A. Purchase of Service Agreement Form**

This contains services available for bid along with the maximum allowable unit rate as authorized by Senior Services PAHP. Rates for services that do not fall under specific units, such as Environmental Accessibility Adaptations, Specialized Medical Equipment and Supplies, etc. will be determined (TBD) based on the specific services as contained in the service authorization. Service rates listed as BID mean that the bidder will submit a rate for approval from the PAHP. All services must be ordered and authorized by the Senior Services PAHP. When selecting the specific services that you wish to provide.

Applicants please complete this form as follows:

#### **Service Provider Information**

Complete all information requested including the contact person(s) for ordering services and for billing inquiries.

#### **Service Information Bid Agreement**

For each service being applied for, provide information regarding the capacity or number of potential units available for purchase each week and the counties to be served. Add additional pages if more than four services are being bid on. **Fiscal year 2022 service rates have all been frozen to the previous fiscal year (FY 21) rates.**

#### **B. Accessibility Assurances and Service Standards**

This includes the Accessibility Assurances and Service Standards Assurance form that includes the Provider’s assurances that the organization and its employees meet the minimum standards developed by the MDHHS and PAHP. Please review all information, fill in the agency name and services applied for.

- C. Home & Community Based Service Waiver For The Elderly & Disabled Subcontractor Enrollment Agreement**  
All providers must complete this form, regardless of current or past participation in Medicaid. Box Numbers 1, 3, 4, 5, 6 and 7 must all be completed with signature and date at bottom of form.
- D. Subcontractor Assurance Agreement.**  
Please review the document which itemizes the various Public Acts.
- E. Provider Agency Agreement.**  
This document contains specific items agreed upon by the subcontractor/provider, the Senior Services PAHP, and both parties. Please review.
- F. Minimum Operating Standards for MI Choice Waiver Program Services (also referenced as Attachment H).**  
This contains all the required standards as established by the Michigan Department of Health and Human Services (MDHHS) which must be met in regard to provider overall operations as well as those specific service(s) provided.
- G. Vendor View Enrollment Form**  
Complete a new form for all users with each new contract and update as needed.
- H. Electronic Funds Transfer Form (EFT)**  
Complete a new form with each new contract and update as needed.
- I. W-9 Form**  
Complete a new form with each new contract and update as needed.
- J. Provider Integrity Agreement Form**  
Review of Critical Incidents, Mandatory Reporting and OIG Reporting. Please review and sign.
- K. OIG Attestation Form**  
Review form and acknowledge your understanding of the required monthly OIG sanction checks on all specified people by signing and dating it at the bottom.
- L. Provide Grievance Form**  
Review form and sign acknowledgement of understanding of Provider Grievance procedure and form.

## **2. REPORTING/PAYMENT SYSTEM**

All vendors must use the Vendor Billing system to report and submit bills.

A Bill covers a one-month period - from the first day through the last day of the month. Bills are due to Senior Services no later than the 8<sup>th</sup> of each month following the month of service (previous month). Bills received after the 8<sup>th</sup> of the month will not be paid until the following month. Bills are verified against Senior Services care plans, with payment issued by the last business day of the of the month. Payment will be made by electronic transfer **only**. If the information submitted is incomplete or incorrect, payment will be delayed until the following month. **Billings received after 30 days from the date of service will not be honored.**

Please note that any previously paid claims will be recouped should it be determined that the Provider did not comply with documentation requirements to verify the claim.

### **Selection**

Senior Services, Inc. will select providers on a case-by-case basis, utilizing the following criteria. (Please note that providers must deliver services at levels specified in the client care plans, approved by the participant):

**Client Preference**

Some clients prefer providers they are familiar with. Participant choice is honored.

**Cost**

The cost of services is a factor in selecting a service provider.

**Accessibility**

Practical application involved in selecting a provider include the geographic area of service and ease of service delivery to clients.

**Ability to Provide Quality Services**

The providers past performance in furnishing quality services as authorized in the client care plan is considered. Quality includes performance, client outcome and accountability as monitored by Senior Services. Therefore, it is required that Critical Incidents are **reported within 24 hours** to the appropriate Supports Coordinator. Vendors are also required to report Private Duty Nursing (PDN) notes on a monthly basis along with their billing.

**Comprehensive Care**

Senior Services, Inc. will make a reasonable effort to minimize the number of agencies involved in providing services to each client. The ability of the provider to provide the different types of services needed by each client is considered.

**3. CERTIFICATION OF AUTHORITY TO SIGN THE AGREEMENT**

The persons signing this Agreement on behalf of the parties hereto certify by said signatures that they are duly authorized to sign the Agreement on behalf of said parties and that this Agreement has been authorized by said parties. This Agreement shall be deemed executed, valid, enforceable, and binding upon the parties once signed and may be delivered by mail.

Senior Services PAHP and Provider agree that this Contract includes all referenced sections, forms, and attachments and are intended to constitute the entire and integrated agreement between them.

**4. AUTHORIZED SIGNATURES**

\_\_\_\_\_  
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