NORTHEAST MICHIGAN COMMUNITY SERVICE AGENCY, INC.
REGION 9 AREA AGENCY ON AGING
CARE MANAGEMENT AND MI CHOICE WAIVER PROGRAM

ADDENDUM F: CONTRACT SUPPLEMENT
MINIMUM SERVICE STANDARDS AND DEFINITIONS FOR ALL SERVICES

The following Minimum Service Standards are considered mandatory for all Service Provider entities who provide services to the Northeast Michigan Community Service Agency, Inc. - Region 9 Area Agency on Aging (NEMCSA – Region 9 AAA) Care Management Program or MI Choice Home and Community Based Waiver Program participants. Each contracted Service Provider shall adhere to the following standards for each category of service. Failure to comply with these requirements may be grounds for termination of the purchase agreement and may require the Service Provider to repay all funds remitted during the time in which the Provider failed to meet these requirements.

For the purposes of this Agreement, the Care Management Program and the MI Choice Home and Community-Based Waiver Program shall collectively be referred to as the "AAA Programs."

Contract requirements and Service Standards are based on standards established by the Michigan Bureau of Aging, Community Living, and Supports (ACLS Bureau), the Michigan Department of Health and Human Services (MDHHS), and the Centers for Medicare and Medicaid Services (CMS).

GENERAL PROGRAM REQUIREMENTS

As a condition of entering the purchase of service contract, the Service Provider must certify compliance with all applicable federal, state, and local laws and regulations.

Agencies seeking first-time enrollment into NEMCSA's direct service purchase pool must satisfactorily pass an on-site NEMCSA-Region 9 Area Agency on Aging (AAA) pre-contract visit, which assesses and establishes initial verification of the agency's ability to meet all the following standards.

All contracted Providers will be periodically monitored to verify compliance with program standards and requirements. Monitoring visits will be conducted by NEMCSA staff, by the State of Michigan and/or representatives from the Centers for Medicare and Medicaid Services. As a routine component of Provider monitoring visits, NEMCSA shall review the Service Provider's policies, procedures, billing documentation, participant records, and personnel documentation to validate that all required contract elements are met.

PARTICIPANT ELIGIBILITY CRITERIA

1. NEMCSA-Region 9 AAA Supports Coordinator (SC) staff shall be solely responsible for establishing eligibility for participation in the NEMCSA-Region 9 AAA Care Management or MI Choice Waiver Program and for establishing the need to receive the services as defined herein. This includes the provision of a comprehensive medical and financial assessment; development of a plan of care which includes the establishment of service frequency, duration, and delivery time; reassessment; and monitoring of the program participant's status.

2. Financial eligibility for the MI Choice Waiver Program shall be determined by the MDHHS Field Offices.

3. Services are available for individuals aged 18 and over; however, certain services have age restrictions based on funding requirements.

4. Participants eligible to receive services through existing community resources shall be referred to those programs by the Community Based Care staff. All third-party reimbursement resources will be sought and pursued before any Care Management direct service purchasing resources are used, unless otherwise directed by the State of Michigan.

NEMCSA-Region 9 AAA, as an agent for MDHHS, will coordinate procedures with the appropriate MDHHS Field Offices to ensure that direct service purchasing resources are not used to provide personal care service or other in-home service to program participants when such services could be provided or paid for through other programs administered by the Department of Health and Human Services.

PERSON-CENTERED SERVICE PLAN

The Area Agency on Aging shall determine the Person-Centered Service Plan to be followed by the Service 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. The Area Agency on Aging retains the exclusive authority to determine, at its own discretion, the time, frequency, and use of provider services, if any. The Service 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 the Service Provider.

SERVICE AUTHORIZATIONS AND REIMBURSEMENT

The Service Provider shall use the service authorizations provided by NEMCSA-Region 9 AAA for the provision of service.

1. The service authorization specifies the frequency and duration of service delivery as well as specifications related to the service provision.

2. By using Vendor View-Compass, the Service Provider can review and accept service authorizations. The acceptance of each service authorization will be complete when the request is archived by the Service Provider. The date, time and user identification are attached to each authorization when archived. Service Providers are required to formally acknowledge acceptance of the service request within twenty-four (24) hours of receipt of a service authorization.

3. The Service Provider's employees shall have NEMCSA-Region 9 AAA Community Based Care service authorizations and/or adjustments reviewed with them by their supervisor prior to beginning care for the individual to assure that the employee is fully aware of the participant's needs and expectations prior to arrival at the participant's home.

4. Services are not reimbursable without a properly executed service authorization.

5. The Service Provider shall not increase the provision of service units without prior authorization from NEMCSA staff. Such increases without prior authorization are not reimbursable by the State of Michigan or NEMCSA and are not billable to the participant.

6. Any change in frequency, time or duration as requested by the participant or the family must be reported to NEMCSA-Region 9 AAA immediately. Only NEMCSA staff shall be responsible for contacting the participant and re-evaluating needs.

7. In the event a participant (or representative) discharges the Service Provider's employee prior to the conclusion of the shift as indicated on the work order, the Service Provider may bill for only that portion of the shift where service delivery occurred.

8. Should the Service Provider opt to leave the participants' home prior to the completion of the requested shift, documentation must indicate why and the exact departure time. Failure to comply will result in a recoupment of resources paid for service delivery.

9. The Service Provider's inability to fulfill a service request must be reported immediately to the Supports Coordination team.

10. If the Service Provider is a certified provider of Medicare or Medicaid and intends to bill either source for services provided to MI Choice Program participants, the Supports Coordination staff must be notified.

11. When in a participant's home, the Service Provider staff shall report any changes in a participant's condition or situation to their supervisor immediately. The supervisor shall notify NEMCSA Supports Coordinator. NEMCSA Support Coordinators will re-evaluate the participant to determine what changes may be required in the service plan.

12. NEMCSA-Region 9 AAA cannot reimburse a Service Provider for time spent traveling to a participant's home. Therefore, prior to making each home visit, Service Provider staff are strongly urged to call the participant and confirm the visit. If for any reason a visit is not made because of the advance phone call, the Service Provider must contact the Supports Coordinator to report on the visit that was not made and indicate the reason. For example, the participant refuses service delivery, participant is not at home due to hospitalization, participant has family available to provide service that day, etc. Service Providers must report activation of back-up plans.

BILLING

1. The Provider submits supporting documentation for their billing claims, which varies based on the type of service provider. Required documentation components by service provider type are:

    a. Adult Day Health, Community Living Supports, Chore, Nursing Services, Private Duty Nursing/Respiratory Care, Respite – the date of service, time of service delivery, the staff/ service providing the service, a record of the tasks or services performed, and participant verification of service.

    b. Community Transportation – the date/time of service, the staff/service providing the service, number of miles traveled, and travel to and from locations. Participant verification of service, when applicable.

    c. Counseling – the date of service, time of service delivery, the staff/ service providing the service, and a record of the tasks or services performed.

    d. Environmental Accessibility Adaptations – the date of completion, the company providing the service, and a record of the tasks or services performed.

    e. Home Delivered Meals - Meal delivery log with date of delivery, delivery driver signature, and number of meals; or delivery receipt. Participant signature is highly recommended.

    f. Residential Services - Daily journals with the date of service, time of service delivery (can be on a per shift basis), the staff/ service providing the service, record of the tasks or services performed. The participant initials daily and signs weekly.

    g. Specialized Medical Equipment and Supplies - receipts and proof of delivery if applicable.

    h. Training – the date of service, time of service delivery, the staff/ service providing the service, and a record of the tasks or services performed.

2. NEMCSA-Region 9 AAA shall not be charged for services not authorized on a service authorization.

3. The Provider shall not charge for services not delivered or provided.

4. If payment is made to the Provider by the NEMCSA-Region 9 AAA 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.

ELECTRONIC VISIT VERIFICATION REQUIREMENT

Pursuant to the requirements established under the 21st Century Cures Act (the Cures Act), enacted by the U.S. Congress in December 2016, and Section 1903(l) of the Social Security Act, the Provider Agency shall ensure that all Community Living Supports (CLS) and Respite Service providers, including self-determination providers of these services, utilize an approved Electronic Visit Verification (EVV) system.

EVV is a technology-based system mandated for all states to validate the delivery of Personal Care Services (PCS) and Home Health Care Services (HHCS) provided under a Medicaid State Plan or a waiver thereof.

COMMUNICATION

The Provider agrees to provide the NEMCSA-Region 9 AAA SC staff 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 or discharge, inability to provide services, and reporting possible fraud, neglect, abuse, and exploitation.

RECORD RETENTION

Service Providers shall maintain comprehensive and complete records, which shall be kept confidential in a controlled access file. Files shall be made available upon request to NEMCSA-Region 9 AAA staff, authorized representatives of NEMCSA, the State of Michigan, and the Center for Medicare and Medicaid Services. MI Choice Waiver records pertaining to participants and services must be maintained for a period of ten (10) years post audit. ACLS records pertaining to participants and services must be maintained for a period of seven (7) years post audit.

Provider records must specifically identify participants being served through the purchase agreement with NEMCSA and have a separate audit trail from the Provider's other business activities.

Refer to the Medicaid Provider Manual-MI Choice Waiver chapter and ACLS Operating Standards for additional record retention information and minimum documentation requirements.

STAFF SUPERVISION AND TRAINING

1. The Service Provider shall conduct in-home supervision of program staff no less frequently than two (2) times each fiscal year as part of its normal operation. A qualified professional must conduct the supervisory visit. Refer to the Medicaid Provider Manual-MI Choice Waiver chapter and ACLS operating standards for the definition of a qualified professional by service type.

2. Documentation must be maintained indicating the dates of on-site supervision, the person and title doing the supervising, tasks observed, and the staff person supervised. The name of the participant shall not be used in the documentation; however, a participant unique ID may be used.

3. Such in-home supervision shall not be considered a separate, billable service.

4. Service Providers should be assured that all employees participate in relevant in-service training at least two (2) times per year. Service providers must maintain comprehensive records identifying dates of training and topics covered in an agency training log or in each employee's personnel file.

5. The employer must develop an individualized in-service training plan for each employee when performance evaluations indicate a need.

6. Training Requirements: Person-Centered Planning is required for each employee and shall be part of each employee's orientation process. Confidentiality and privacy including Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health (HITECH) are required at orientation and are strongly encouraged annually. Fraud, waste, and abuse training is required during the orientation period and annually.

USE OF VOLUNTEERS

Service Providers who utilize volunteers to meet service order requests must notify NEMCSA-Region 9 AAA of such, both in terms of completing the unit bid for the service definition and when using volunteer services for a specific participant. All volunteer documentation must be maintained in an appropriate personnel file.

PRIVACY AND DISCLOSURES (See attached Business Associate Agreement)

Any inquiries regarding information about a NEMCSA-Region 9 AAA participant must not be disclosed without a properly executed release of information.
Participant records or documentation inquiries must be directly requested from the NEMCSA Supports Coordinators.

Service Providers must have written procedures in place to protect the confidentiality of information about participants or persons seeking services. The procedures must ensure that no information about a participant or person seeking services or obtained from a participant or person seeking services by a service provider is disclosed in a form that identifies the person, other than to the NEMCSA AAA staff, without the prior informed consent of the individual or his/her legal representative.

Disclosure of information may be allowed by court order, or for program monitoring by authorized federal, state, or local agencies so long as access to information is in conformity with the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Service providers must maintain all client information in controlled access files. This requirement applies to all protected information whether written, electronic, or oral. Ongoing staff training must be evident in training logs and meet the frequency requirements set forth in the Health Insurance Portability and Accountability Act of 1996.

Any breach of confidentiality must be mitigated to the extent possible and reported to the NEMCSA Privacy Office in writing. Appropriate notice must also be provided to the Office of Civil Rights and individuals affected as mandated by the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

COMPLIANCE WITH HOME AND COMMUNITY BASED SERVICES SETTINGS REQUIREMENTS
Residential setting service providers and Non-Residential setting service providers (e.g., Adult Day Centers) must comply with the Federal Home and Community Based Services Settings Requirements as specified in 42 CFR §441.301(c)(4) as well as in the Home and Community-Based Services Chapter of the Medicaid Provider Manual. Direct service providers added to the Waiver agency's provider network must be compliant with this ruling before the direct service provider may furnish services to a Waiver participant.

INSURANCE

Service provider agencies are required to show proof of sufficient insurance coverage to indemnify loss of federal, state, and local resources due to casualty or fraud, and to cover the fair market value of the asset at the time of loss. The Service Provider Agency must provide NEMCSA with a copy of an additional named insured certificate with the signed agreement and must provide a copy of the insurance policy upon request.

NEMCSA-Region 9 AAA requires the following insurance coverage and limits for each service provider agency, as applicable:

a. Workers' Compensation;
b. Employers Liability Insurance – Coverage B $500,000/$500,000/$500,000;
c. Unemployment;
d. Property and Theft coverage – $100,000;

e. Fidelity Bonding (for persons handling cash);
f. General Liability and Hazard Insurance (facility coverage including facilities purchased with federal and/or state funds);
    i. $1,000,000 Each Occurrence
    ii. $2,000,000 General Aggregate
    iii. $1,000,000 Personal and Advertising Injury Limits
    iv. $1,000,000 Combined Single Limit on Auto, including hired and non-owned auto insurance. Additional Insured and Waiver of Subrogation endorsements included.
g. No-fault Vehicle Insurance (for agency owned vehicles) - $1,000,000 each accident;
h. Privacy and Security Liability (Cyber Liability) Insurance which covers information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability - $100,000;
i. Sexual Molestation and Abuse Liability - $500,000;
j. NEMCSA must be listed as an additional insured on the policy.

Additional recommended insurance coverage is detailed in the Medicaid Provider Manual, MI Choice Waiver chapter.

CONTRIBUTIONS

No contributions, donations, or additional fees may be sought by Service Providers from participants when NEMCSA-Region 9 AAA is buying the service. In addition, no paid staff or volunteer person of a Service Provider may offer for sale any type of merchandise or service or seek to encourage the acceptance of any belief or philosophy by any program participant.

Contracted Providers agree to accept the agreed upon unit rate for all services ordered by NEMCSA-Region 9 AAA staff. Service Providers must accept MI Choice payments for services as payment in full for such services. Exception: MI Choice Waiver participants may be billed for that portion of the service ordered that the participant agrees to pay as established in the NEMCSA Person-Centered Service Plan. Participants must be made aware of the responsibility of the non-covered charges prior to the provision of service(s).

Contracted Service Providers shall not require program participants to sign any document or agreement guaranteeing exclusivity. Unless otherwise stipulated in the provider service authorization, NEMCSA-Region 9 AAA shall be responsible for reimbursing the provider for all services delivered to the program participants. Such activity shall be grounds for the termination of the Purchase of Service Agreement.

PARTICIPANT SATISFACTION / COMPLAINT RESOLUTION

Service Providers should have procedures established to ensure participants are able to express their opinions or grievances and/or complaints regarding services rendered by the Service Provider.

Service Providers should have written grievance resolution procedures, which can be used by program participants. NEMCSA-Region 9 AAA Supports Coordinators must be notified immediately when grievances are filed.

FALSE CLAIMS ACT

Service Providers agree to comply with all provisions under the Deficit Reduction Act of 2005 including the Federal False Claims Act (*31 U.S.C. §3729 et seq.)* and the State of Michigan's Medicaid False Claims Act (*M.C.L. 400.601 et seq.).* Providers are required to educate all employees, providers, and volunteers with information regarding federal and state false claims laws, administrative remedies under those laws, whistle-blower protections to employees who report incidents of false claims, and methods for detecting and preventing fraud, waste, and abuse in Medicaid programs. Documentation of said training must be maintained in the agency's records to be reviewed upon request.

DEPARTMENT OF LABOR FAIR LABOR STANDARDS ACT

Service Providers agree to comply with all labor laws as defined by the United States Department of Labor and the Fair Labor Standards Act. These provisions include but are not limited to the Home Care Final Rule *(29 CFR 522.3 et. seq.),* including overtime and minimum wage protections for home care workers and third-party liability provisions.

Direct care workers must be employees of the provider, not contracted entities unless expressly authorized by NEMCSA-Region 9 AAA.

CRITICAL INCIDENT REPORTING REQUIREMENTS

In general, NEMCSA supports the provision of service in the least restrictive manner possible and does not condone nor encourage the use of physical and/or chemical restraints or isolation of program participants. Providers must inform NEMCSA-Region 9 AAA of any discovery of the use of physical restraints or isolation of program participants. In addition, any evidence or suspicion of abuse, neglect, or exploitation must be reported to MDHHS Central Intake at 1-855-444-3911.

MDHHS has instituted a Critical Incident Reporting System, which requires providers and Supports Coordinators to report the following incidents that bring harm or potential harm to MI Choice participants:

a. Exploitation
b. Illegal Activity in the home with potential to cause serious or major negative event
c. Neglect
d. Physical Abuse
e. Provider no shows (particularly when participant is bed-bound or critical need)
f. Sexual Abuse

g. Theft
h. Verbal Abuse
i. Worker consuming drugs/alcohol on the job
j. Suspicious or unexpected death
k. Medication Error which resulted in death or loss of limb, function, or risk there of
l. Suicide Attempt (including self-harm)
m. Use of Restraints, Seclusion, or Restrictive interventions
n. Eviction
o. Missing Person / Elopement
p. Unexpected / Unexplained Death (including Death by Suicide)
q. Other event not already listed that creates a significant or potential risk of substantial or serious harm to the physical or mental health, safety, or well-being of a participant (fire, drive by shooting, car accident, etc.)

Service Providers must ensure that any of the above situations are reported to NEMCSA SC staff. This can be accomplished via telephone and/or Vendor View. Suspicious or unexpected death of NEMCSA participants must be reported to NEMCSA within two (2) business days of the unexpected death. All other Critical Incidents of NEMCSA participants must be reported to NEMCSA within 30 calendar days of the Critical Incident.

Service Providers must have written policies and procedures in place and take appropriate action when they or their workers suspect that incidents of abuse, neglect, and exploitation have occurred (report to Adult Protective Services (APS), local authorities, and waiver agent).

MARKETING AND ADVERTISING

Contracted Providers are prohibited from making references to, or using NEMCSA's name or the MI Choice Waiver Program, in any printed or other form of advertising or agency promotion.

AUDIT COMPLIANCE

The Provider will comply with the laws, regulations, and provisions of contracts in compliance with OMB Circular A-133, Section .210(b).

1. The Provider shall permit the NEMCSA-Region 9 Area Agency on Aging, Federal auditors, or State auditors to inspect books and records related to this Agreement and Provider shall retain said records for at least ten (10) years after the close of the AAA fiscal year (September 30th).

2. If, prior to the expiration of the ten (10) 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 ten (10) year period until the litigation, audit finding, or claim has been finally resolved.

3. At the request of the NEMCSA-Region 9 Area Agency on Aging, the Provider shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.

4. The NEMCSA-Region 9 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 AAA Programs under this contract.

5. The NEMCSA-Region 9 Area Agency on Aging, ACLS Bureau, 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.

STATE REGULATIONS

The Provider will comply with State Regulation Michigan Public Act 28 of 2021 and certifies to the best of its knowledge and belief that it and/or its employees are not presently ineligible by criminal background check under the provisions of the law.

FEDERAL REGULATIONS

The Provider will comply with Federal Regulation 2 CFR Part 180 and certifies to the best of its knowledge and belief that it and/or its employees:

1. Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or contractor;

2. Have not within a 10-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense 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, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

3. 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,

4. Have not within a 10-year period preceding this Agreement had one or more public transaction (federal, state, or local) terminated for cause or default.

Further, the Provider agrees to notify NEMCSA-Region 9 AAA should it or any of its agents, professional staff or otherwise, become debarred, suspended, voluntarily excluded, or unable to perform the duties under this Agreement during the term of this Agreement.

The Provider agrees it will evaluate the occupational exposure of employees to blood or other potentially infectious materials that may result from the employee's performance of duties. Providers must establish appropriate standard precautions based upon the potential exposure to blood or infectious materials. Providers with employees who may experience occupational exposure must develop an exposure control plan that complies with the federal regulations implementing the Occupational Safety and Health Act.

MI CHOICE MEDICAID WAIVER AND ACLS BUREAU COMPLIANCE

1. Any service funded by the NEMCSA-Region 9 AAA must comply with the MI Choice Medicaid Waiver, ACLS Bureau, and AAA service definitions, unit definitions, and minimum service standards for operation. This assurance is binding on the Provider, its successors, transferees, and assignees.

2. The Provider must maintain current copies of the following items and is responsible for ensuring updates are forwarded to the NEMCSA-Region 9 Area Agency on Aging when information changes:

    a. Purchase of Service (POS) Agreement
    b. POS Subcontract Agreement
    c. Request for Taxpayer Identification Number and Certification Form W-9 (or other proof)
    d. Proof of required insurance coverages and other applicable insurance(s)
    e. Applicable licenses or certifications as required by service standards
    f. Business Associate Agreement for HIPAA compliance

CERTIFICATION

I certify that the information provided is current and accurate. I certify that I have read, understand, and will comply with the terms of this Agreement as stated herein, as well as the HIPAA Business Associates Agreement, ACLS Operating Standards, and Medicaid Provider Manual-MI Choice Chapter, all as amended or subsequently updated, and all of which are considered to be part of this Agreement.

Provider Agency Representative Name: _____

Date: _____

Title: _____

Provider Agency Representative Signature: _____

ACCEPTANCE

NEMCSA-REGION 9 AREA AGENCY ON AGING, INC.

By: _____ Date: _____
Laurie L. Sauer, Area Agency on Aging Director

PROVIDER ENROLLMENT CHECKLIST

- ☐ Demographics and Rate Form completed
- ☐ Subcontractor Agreement has been signed and dated
- ☐ Purchase of Service Agreement has been signed and dated
- ☐ Contract Supplement Agreement has been signed and dated
- ☐ HIPAA Business Associate Agreement has been signed and dated
- ☐ Service Provider Attestation for Fraud, Waste & Abuse Training
- ☐ IRS Form W-9 completed and signed
- ☐ Medicaid Provider Enrollment Form completed
- ☐ Vendor View Enrollment Form completed
- ☐ NPI Number obtained
- ☐ Insurance Coverage – Liability, Workers Compensation, Auto, plus others as appropriate
- ☐ Copies of applicable licenses (e.g., AFC, HFA, RN, Chauffer, Contractor) proof included
- ☐ UL Certificate for PERS providers included
- ☐ Food Permit for meal providers included
- ☐ Copy of Emergency Plan for Priority one and At-Risk clients in case of inclement weather or unforeseen circumstance (In-home service providers only); or a copy of Emergency Plan (for residential setting providers).