

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

**CONTRACT SUPPLEMENT:
MINIMUM SERVICE STANDARDS AND DEFINITIONS FOR ALL SERVICES**

The following Minimum Service Standards are considered mandatory for all Service Provider entities who will participate in the Northeast Michigan Community Service Agency, Inc. (NEMCSA) Care Management Program or MI Choice Home and Community Based Waiver Program for the Elderly and Disabled. 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.

Contract requirements and Service Standards are based on standards established by the Michigan Bureau of Aging, Community Living, and Supports (ACLS Bureau), the Medical Services Administration (MSA), 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 into the purchase of service contract, Service Providers shall provide assurance of 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/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, participant records and personnel documentation to validate that all required contract elements are met.

PARTICIPANT ELIGIBILITY CRITERIA

1. NEMCSA Supports Coordinator (SC) staff shall be solely responsible for establishing eligibility for participation in the NEMCSA 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 shall be provided to people aged 18 or older. Note: This age limitation differs from those established through the Federal Older Americans Act and the State Older Michiganians Act and applies to services purchased by the NEMCSA Community Based Care staff.
4. Participants eligible to receive services through existing community resources shall be referred to those programs by 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, 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.

SERVICE AUTHORIZATIONS AND REIMBURSEMENT

The Service Provider shall use the written service authorizations and adjustments provided by NEMCSA for the provision of service.

1. NEMCSA Support Coordinators will contact the Provider's designated contact person to formally request service provision. The call shall be followed up by a service authorization specifying the frequency and duration of service delivery as well as specification related to the service provision.
2. By using Vendor View, each Provider can review and accept service authorizations. The acceptance of each service authorization will be complete when the request is archived by the Provider. The date, time and user identification are attached to each authorization when archived.
3. Service Providers are required to formally acknowledge acceptance of the service request within twenty-four (24) hours of receipt of a service authorization.
4. The Service Provider's employees shall have NEMCSA 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.

5. Services are not reimbursable without a properly executed service authorization.
6. The Service Provider shall not increase the provision of service units without prior authorization from NEMCSA. Such increases without prior authorization are not reimbursable by the State of Michigan or NEMCSA and are not billable to the participant.
7. Any decrease in frequency, time or duration as requested by the participant or the family must be reported to NEMCSA immediately. NEMCSA shall be responsible for contacting the participant and re-evaluating needs.
8. In the event a participant (or representative) discharges the Provider's employee prior to the conclusion of the shift as indicated on the work order, the Provider may bill for only that portion of the shift where service delivery occurred.
9. Should the Provider opt to leave the participant's 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.
10. The Provider's inability to fulfill a service request must be reported immediately to the SC team.
11. If the Provider is a certified provider of Medicare or Medicaid and intends to bill either source for services provided to MI Choice Program participants, the SC staff must be notified.
12. 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 of the changes. NEMCSA Support Coordinators will re-evaluate the participant to determine what changes may be required in the service plan.
13. NEMCSA 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 Provider must contact the SC to report the visit was not made and indicate the reason. For example, the participant refuses service delivery, participant not at home due to hospitalization, participant has family available to provide service that day, etc. Providers must report activation of back-up plans.

PARTICIPANT RECORDS

Service Providers shall maintain comprehensive and complete participant records, which shall be kept confidential in a controlled access file. Files shall be made available upon request to NEMCSA staff, authorized representatives of NEMCSA, the State of Michigan, and the Center for Medicare and Medicaid Services. Participant records must be maintained for a period of ten (10) years post audit. At a minimum, the records shall contain:

1. A copy of the NEMCSA assessment and reassessment.
2. A copy of the NEMCSA participant approved Person-Centered Service Plan (PCSP), Service Authorization and corresponding adjustments.
3. A copy of the participant's Emergency Back-Up Plan.
4. A current and duly executed Release of Information form.
5. Progress notes for documenting communications and relevant case information.
6. 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.
7. Records must contain the date of service, time service was rendered (start and stop time), a summary of services and tasks performed, specific notes in response to participant, family, and agency contacts pertaining to the agency's provision of service to each participant, signature of staff person performing the service and signature of participant confirming service was provided. Initials are not adequate documentation. Such records shall be reviewed as the official billing documentation for payment of service delivery and for audit purposes. Employee time sheets are not acceptable documentation for reimbursement purposes.

Any requests made for information about a NEMCSA participant to the Service Provider shall be referred directly to NEMCSA. If the release of information is determined valid and appropriate by NEMCSA, the SC team shall secure the appropriate authorization signatures and provide the Service Provider with a copy of the release.

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. Documentation must be maintained indicating the dates of on-site supervision, the person and title doing the supervising, the staff person supervised, and the location of the in-home supervision. The name of the participant shall not be used in the documentation. Participant ID and home address may be used; however, a notation of the supervisory visit in the In-Home Journal is also recommended.
2. Such in-home supervision shall not be considered a separate, billable service, but must be included in the overall unit bid developed by the Service Provider as an administrative cost. Visits shall be for the sole purpose of supervising the agency employee and not for the purpose of conducting an assessment or reassessment of the participant.

3. Provider forms serving dual purpose for staff supervision and participant evaluation for “private duty” participants, which will also be used for NEMCSA participants, shall clearly have “N/A” written in those areas designed for participant evaluation.
4. Service Providers shall be assured that all employees participate in relevant in-service training at least two (2) times per year. Suggested training topics include Universal Precautions, safety, sanitation, household maintenance, proper lifting techniques, cooking, boundaries, professional etiquette and appearance, CPR, and first aid.
5. Person-Centered Planning or Person-Centered Thinking is required for each employee and shall be part of each employee’s orientation process. Confidentiality and privacy (HIPAA/HITECH) are required at orientation and are strongly encouraged annually. Fraud, waste and abuse training and diversity, equity, and inclusion training is required at the time of hire and annually.

USE OF VOLUNTEERS

Service Providers who utilize volunteers to meet service order requests must notify NEMCSA 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.

CONFIDENTIALITY (See attached Business Associate Agreement)

Service Providers shall have written procedures in place to protect the confidentiality of participant information. No information shall be disclosed, other than to the NEMCSA 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).

Protection of information is required for all data maintained in paper and electronic files. 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 NEMCSA 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).

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 waiver agency requires the following insurance coverage for each service provider agency, as applicable:

1. Workers Compensation;
2. Unemployment;
3. Property and theft coverage;
4. Fidelity bonding (for persons handling cash);
5. Facility insurance (for facilities purchased with federal and/or state funds); and
6. No-fault vehicle insurance (for agency owned vehicles.)

Additional insurance requirements are detailed in the contract document. Additionally, cyber insurance is highly recommended.

CONTRIBUTIONS

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

Contracted Providers agree to accept the agreed upon unit rate for all services ordered by NEMCSA 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 ordered service 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 shall be responsible for reimbursing the provider for all services delivered to the program participants. Such activity shall be grounds for termination of the Purchase of Service Agreement.

PARTICIPANT SATISFACTION / COMPLAINT RESOLUTION

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

Service Providers shall have written grievance resolution procedures, which can be used by program participants. NEMCSA Care Management 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.

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 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 or function or risk there of
- l. Suicide Attempt
- m. Use of Restraints or Seclusion

- n. 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.)

Providers must ensure that any of the above situations are reported to NEMCSA staff within two days. This can be accomplished via telephone and/or Vendor View.

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 ~~any~~ other form of advertising or agency promotion.