



DIRECT SERVICE PURCHASE (DSP) OPERATING AND SERVICE STANDARDS MANUAL

Revised July 2014

Area Agency on Aging 1-B 29100 Northwestern Highway, Suite 400 Southfield, Michigan 48034 800-852-7795 www.aaa1b.com

> Tina Abbate-Marzolf Chief Executive Officer

> > AAA 1-B Mission:

The Area Agency on Aging 1-B enhances the lives of older adults and adults with disabilities in the communities we serve.

Services purchased through the DSP vendor pool are funded with support from the Michigan Department of Community Health & the Michigan Office of Services to the Aging.



DIRECT SERVICE PURCHASE MANUAL Updated October 2013

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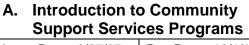


A. INTRODUCTION TO COMMUNITY SUPPORT SERVICES

This section contains the following information:

- Introduction
- Community Care Management
- MI Choice
- Community Living Program (CLP)
- Rapid Response Respite (RRR) Program
- Priority Screen





Issue Date: 3/27/07 Rev Date: 10/1/13

I. INTRODUCTION

The Area Agency on Aging 1-B (AAA 1-B) is a private, non-profit agency which is the designated regional planning, coordinating, funding, and advocating entity for long term care and other home and community based-supportive services for older adults and individuals with disabilities residing in Livingston, Macomb, Monroe, Oakland, St. Clair, and Washtenaw counties. The AAA 1-B is funded through the federal Older Americans Act, the state Older Michiganian Act, and Medicaid funding from the Department of Community Health funding.

The AAA 1-B Community Support Services (CSS) programs offer a continuum of care that includes non-Medicaid funded programs funded through the Michigan Office of Services to the Aging (OSA), including the Community Living Programs (CLP), the Rapid Response Respite (RRR) program, and Community Care Management (CCM), as well as the Michigan Department of Community Health Medicaid funded Home and Community Based Medicaid Waiver Program for the Elderly and Disabled (MI Choice).

II. <u>COMMUNITY LIVING PROGRAM (CLP)</u>

CLP is designed to be a Medicaid prevention and nursing home diversion program. The AAA 1-B Community Living Program (CLP) targets individuals age 60 or older who are at risk of nursing home placement because their health and/or functional status may deteriorate without the assistance of one or more of the basic home care services.

CLP empowers participants to remain in control of their life and finances, meet their personal goals, make their own decisions, and manage and direct their care. Supports Coordinators provide consultation via telephone and through community partners, to assess need, develop strategies, arrange, purchase and monitor services such as homemaking, personal care or respite from a pool of approved vendors. CLP helps participants access funded services and utilize their personal resources effectively to meet their LTC needs (see CLP brochure).

Services available for bid in CLP are:

• Adult Day Health Services

- Personal Emergency Response Systems
- Community Living Program Services (CLPS)*
- Other Goods and Services

*Includes Personal Care, Homemaking, and In-Home Respite

III. RAPID RESPONSE RESPITE (RRR) PROGRAM

The Rapid Response Respite (RRR) program provides ongoing respite services and is targeted to younger disabled persons with a need for caregiver relief.



A. Introduction to Community Support Services Programs

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Services available for bid include:

- Adult Day Health Service
- In-Home Respite

IV. COMMUNITY CARE MANAGEMENT (CCM) PROGRAM

CCM is a program designed to manage a variety of home care and other services needed by frail elderly persons who are medically appropriate for nursing home admission. Staff works with participants through a person-centered approach by assessing their need for services, then arranging, coordinating, and monitoring community resources to help participants continue living independently. CCM may serve those adults age 60 or older who do not meet the financial guidelines of the MI Choice program, but require a nursing facility level of care.

Services available for bid in the CCM program are:

• Adult Day Health Services

- PERSTransportation
- Community Living Program Services (CLPS)*
- Unmet needs

- Home Delivered MealsMedication Management
- Other Goods & Services

*Includes Personal Care, Homemaking, and In-Home Respite

V. <u>MI CHOICE MEDICAID WAIVER</u>

The MI Choice program is a Medicaid program funded through the state of Michigan and the federal Centers for Medicare and Medicaid Services (CMS) to the Michigan Department of Community Health (MDCH) and built on the foundation of Care Management. As of October of 2013, the program is now considered a Prepaid-Ambulatory Health Plan (PAHP). MI Choice funds home and community based services for persons who are over the age of 18, medically/functionally appropriate for nursing home admission and their needs cannot be addressed through another community program such as Adult Home Help, financially eligible as determined by MDCH and require a MI Choice LTC service on an ongoing basis.

Services available for bid in the MI Choice program are:

- Adult Day Health Services
- Chore
- Community Living Supports*
- Community Transition Services
- Counseling
- Environmental Accessibility Adaptations

- Non-Medical Transportation
- Nursing Services
- Personal Emergency Response
 System
- Private Duty Nursing
- Respite In-Home
- Respite in the Home of Another (same code)



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- Fiscal Intermediary
- Goods and Services
- Home Delivered Meals

A. Introduction to Community Support Services Programs

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- Respite Out-of Home
- Specialized Medical Equipment and Supplies
- Training Services

* Includes Homemaking, Personal Care and some in-home respite; provided in the participant's home, including in an assisted living setting

VI. PRIORITY SCREEN

- A. A wait list is kept when CSS programs are at capacity and not able to screen and assess all referrals within regular program guidelines. MI Choice priorities have been set by MDCH as:
 - *Priority 1:* Persons no longer eligible for Children's Special Health Care Services (CSHCS) because of age. This includes persons who continue to need Private Duty Nursing care at the time coverage ended under CSHCS.
 - *Priority 2:* Nursing Facility Transition participants.
 - *Priority 3:* Current Adult Protective Services clients or persons that pass the Imminent Risk Screen with a score of 8 or higher.
 - *Priority 4:* Chronological order by date services were requested.
- B. The AAA 1-B wait list priorities for non-Medicaid CSS programs are*:
 - *Priority 1:* Person is referred by APS, regardless of financial situation.
 - *Priority 2:* Person is terminally ill OR a recent (within two weeks) hospital discharge OR lives alone with no caregiver; inadequate or discontinuing home care service; income at or below \$2,163/month, assets at or below \$2,000.
 - *Priority 3:* Person lives with caregiver who needs minimal relief; income at or below \$2,163 a month, assets at or below \$2,000.
 - *Priority 4:* Person lives alone or with caregiver providing inadequate informal support; inadequate or discontinuing home care service; income at or below \$2,163/month, assets at or below \$20,000.
 - *Priority 5:* Person lives alone or with caregiver providing inadequate informal support; or discontinuing home care service; income at or below \$2,500/month, assets at or below \$20,000.
 - *Priority 6:* Person lives alone or with caregiver providing inadequate informal support; inadequate or discontinuing home care service; income over \$2,500/month OR assets over \$20,000.
 - A-3 *Dollar amounts identified are current as of the published date of this manual. Amounts are subject to change.



B. VENDOR ENROLLMENT PROCESS

This section contains the following information:

- Selection and Bid Approval Process
- Application Checklist
- Application Instructions
- Vendor Enrollment Forms & Assurances
- Business Associate Agreement
- Policies and Procedures Checklist



B. Vendor Enrollment Process

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General Selection and Bid Approval Process for All Applicants

- A. Only complete applications submitted within the established timeframes will be considered for enrollment into the DSP vendor pool. The DSP Program Manager, with the assistance of the Director of Network Development and/or the CFO as needed, will determine if an application is complete.
- B. Once the application packet is deemed complete, the Bid Agreements are forwarded to the AAA 1-B Chief Executive Officer for final signature.
- C. Bid Agreements for new vendors are effective on the date of the Chief Executive Officer's signature and remain in effect until a new Bid Agreement and/or Bid Addendum is submitted.
- D. A Bid Application Approval Communique and a copy of the executed bid(s) will be mailed back to the vendor agency and should be maintained as part of the agency's official records. Approved vendors will also be sent a copy of the AAA 1-B Business Associate Agreement (HIPPA/Privacy) to sign and mail back to the AAA 1-B.
- E. Once the applicant agency becomes a DSP vendor, the Community Support Services (CSS) Department is provided with relevant bid information. The CSS staff will purchase service from vendors on a case-by-case basis, taking into consideration participant preference, staff availability, location, unit price, and other relevant factors.
- F. ENTRY INTO THE AAA 1-B DSP VENDOR POOL <u>DOES NOT GUARANTEE</u> THAT SERVICES WILL BE PURCHASED FROM THE ENROLLEE.

NOTE: The AAA 1-B prohibits discrimination against minority owned and women owned businesses and businesses owned by persons with disabilities. Discrimination by approved vendor agencies can result in a breach of the bid agreement.

<u>Selection and Bid Approval Process – 3-Year Agreement Services Only</u>

- A. Applications for Community Living Program Services (CLPS), Community Living Support Services (CLS) In-home Respite, Medication Management, Nursing Services, Personal Emergency Response Systems (PERS), and Private Duty Nursing (PDN) are only reviewed during the open application review period.
- B. Applicants are approved for a three-year period.
- C. Applications for the three year bid services are available on the AAA 1-B website. Dates will be posted in the in Fall of 2014. Applications will be reviewed every 3 years (prior to the next 3-year bid agreement cycle).
- D. See Section G of this manual for detailed information on the three year bid application process.



B. Vendor Enrollment Process

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Agency Name:

Application Checklist: Please return this checklist with application documents

- A copy of Articles of Incorporation (*Department of Labor & Economic Growth*)
- Original Certificate(s) of Insurance See Section H
- Completed Bid Agreement Form(s)
- Original signed Subcontracting Agreement(s) (*Adult Day Health Services*)
- Bid Agreement Addendums (*Licensed & Unlicensed Assisted Living*)
- Completed and signed Assurance of Compliance with Service Standards Form
- Completed and signed Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended Form
- Completed and signed Assurance of Compliance with the Department of Health, Education, & Welfare Regulation under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Right Act of 1976, Elliott-Larson Civil Rights Act of 1976 Form
- Completed and signed Suspended/Debarred Declaration Form
- Signed Medical Assistance Provider Enrollment Agreement Form
- Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement Form
- Policies and Procedures Review Checklist and all required documentation
- Documentation or Proof of Licensure (*if necessary relating to Nursing and/or Counseling Services, UL Certification, Adult Foster Care (AFC), or Home for the Aged (HFA) license*)
- Documentation of Owner/President Background/Qualifications
- Service Provision Form or a Matrix [For Adult Day Health Service (ADHS), and AFC/HFA facilities only See Appendices Section H]
- Signed statement that employees are not subcontracted (Unless otherwise approved by the AAA 1-B)
- Copy of facility license (AFC or HFA only)
- High-speed internet access is required (*electronic billing is a requirement to do business with the AAA 1-B*)

Authorized and original signatures are required on all application documents as specified. Send completed applications to:

Area Agency on Aging 1-B Program Manager, DSP 29100 Northwestern Highway, Suite 400 Southfield, MI 48034

Vendor Signature & Date

AAA 1-B Signature & Date



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The following are instructions for completing application documents.

APPLICATION INSTRUCTIONS

A. Articles of Incorporation

Applicants must submit evidence of their status as either a public, incorporated private non-profit or for-profit entity, and/or political subdivision of the state through the submission of the state certificate from the Department of Labor and Economic Growth indicating the official corporate name and/or including any certificates of assumed name or DBA status. For other entities, a City or Township Charter may be used. (A sample form is shown at the end of this section.) The Article of Inc can be obtained from: www.dleg.state.mi.us/bcs_corp/sr_corp.asp.

B. <u>Certificates of Insurance</u>

- 1. Applicants must contact their insurance agent/broker and inform them of the AAA 1-B insurance requirements. (See minimum insurance standards in Section H: -Insurance Guidelines.)
- The agent must issue an Accord Certificate which indicates each required insurance, timeframes of the coverage, and the coverage amounts, and MAIL, FAX, or EMAIL the certificate to the AAA 1-B at 29100 Northwestern Hwy., Suite 400, Southfield, MI 48034. Fax Number: (248) 948-9691 Email: FAdepartment@aaa1b.com.
- 3. The amounts of coverage by type of insurance must be at the levels specified by the AAA 1-B. (See Section H: Insurance Guidelines for additional information.)

C. DSP Bid Agreement and Amendment

- 1. DSP vendors must complete a separate Bid Agreement and Amendment Form for EACH service to be provided.
- 2. Some AAA 1-B services are approved for on a 3-year cycle only. See page B-1 and section G.
- 3. Agencies applying for Environmental Accessibility Adaptation, Specialized Medical Equipment and Supplies, or Licensed (AFC/HFA) and Unlicensed Assisted Living Facilities, see Section H for additional enrollment documents and specific bid agreements.
- 4. Information contained in the Bid Agreement includes:
 - a. General Information Indicate the agency's name, address, email address, Federal ID number, telephone/fax numbers, and contact person(s) for



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ordering service and billing questions. Email is the primary communication method utilized by AAA 1-B to communicate with the vendors.

- b. Identify if the agency is a minority owned, veteran owned, woman owned and/or owned by a person with a disability.
 - **Note:** Minority Agency In order to qualify as a minority agency, the following condition(s) must be met:
 - Non-Profit Organizations There is at least 50% minority representation on the organization's Board of Directors and on the organization's staff.
 - For-Profit Organizations The organization is owned or controlled by a majority of minority individuals.
- c. The 1-B services for which the bid is applicable and the equivalent of a unit is solely based upon the AAA 1-B approved Service Standards (see section D).
- d. Capacity Indicate the capacity or number of potential units available for purchase each week.
- e. Service Cost Per Unit Predetermined by AAA 1-B and/or negotiated on a per service basis. Bids may not impose a minimum number of units to be purchased by the AAA 1-B.
- f. Geographic Boundaries Geographic boundaries of the service area must take into account available personnel for the service. Please be as specific as possible and adhere to recognizable geographic boundaries. Geographic boundaries are limited to an entire county(ies). Portions of a county are not allowable, unless otherwise approved by the AAA 1-B DSP Program Manager. 1-B service region includes: Livingston, Oakland, Macomb, Monroe, St. Clair and Washtenaw counties only (not applicable for residential settings).
- g. Certification The Bid Agreement must have the signature of the person authorized to sign on behalf of the company, their title, and the date of signing.

D. Assurances

- 1. Assurance of Compliance with Operating and Service Standards indicates the agency is in full compliance with the AAA 1-B Operating and Service Standards. (See form on page B-10.)
- 2. Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended is required for recipients of federal or state funds.



| В. | Vendor | Enrolln | nent Process |
|----|--------|---------|--------------|
| | | | |

- 3. Assurance of Compliance with Civil Rights Act is required for recipients of federal or state funds.
- 4. Read all information carefully, secure original authorized signatures, and indicate the date of signing.

E. <u>Suspended/Debarred Declaration</u>

1. This form indicates that the agency is not prohibited from receiving state or federal funds. Read all information carefully, secure original authorized signatures, and indicate the date of signing. Note that AAA 1-B checks the federal suspended and debarred provider list regularly.

F. Medical Assistance Provider Enrollment Agreement

1. All DSP vendor agencies must complete this form, regardless of current or past participation with other MI Choice programs. Complete Original authorized signatures and date of signing are required.

G. Business Associate Agreement (HIPAA)

1. Agencies must review and sign our HIPAA agreement and submit with original signature(s) with application materials. Make sure your agency name is clearly printed on the first page.

H. Policies and Procedures Review Checklist

 Applicants MUST submit the policies and procedures outlined on the checklist with the submission of the bid to be considered for participation within the AAA 1-B DSP vendor pool. The checklist must be signed and dated at the time of submission. Please submit only policies requested on the checklist. Policies over and above this check list should not be submitted and will cause a delay in processing because they will be returned and only requested policies should be resubmitted.

I. Proof of Licensure

- 1. Agencies providing the following services must provide proof of licensure:
 - Nursing (LPN/RN license)
 - CNA Certification
 - Counseling (MSW/BSW license)
 - Personal Emergency Response Systems (UL certification)
 - Out-of-Home Respite (AFC or HFA license)
 - Community Living Supports when provided in a licensed assisted living setting (AFC/HFA license)
 - First Aid/CPR Certification (AFC/HFA)



B. Vendor Enrollment Process

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• Environmental Accessibility Adaptations (Licensed builder or contractor)

J. Owner's / President's Background/Qualifications (Submit Resume or CV)

K. Staff Supervisor Qualifications

See Operating Standards, Section C for allowable Supervisor.

L. Subcontracting Direct Care Workers

- 1. AAA 1-B requires a statement on agency letterhead that agency does not subcontract direct care workers.
- 2. If your agency does subcontract direct care workers, this information must be submitted.



Mission: The Area Agency on Aging 1-B enhances the lives of older adults and adults with disabilities in the communities we serve.

AREA AGENCY ON AGING 1-B Direct Service Purchase Bid Agreement

| VENDOR AGENCY INFORMATION |
|--|
| Agency Full Name: |
| Address, City, Zip: |
| Telephone: Fax: Federal ID Number: |
| Administrator/President: Email: |
| Contact Person to Request Services: Email: |
| Type of Agency: Public Private Non-Profit Private For-Profit |
| Owned by a (check all that apply): |
| BID INFORMATION |
| 1-B SERVICE(S): UNIT RATE: 1 UNIT = |
| Capacity (Units per Week): Geographic Boundaries of Service Area: (County Specific) |
| Homecare only: Check box to authorize this bid to include mileage reimbursement for errand running/transportation associated with CLPS/CLS services. Mileage will be authorized at \$ 0.45 per mile. By checking this box, you agree to comply with the standards. |
| By signing this agreement, the vendor agency understands and agrees to the following: |
| 1. Either party may terminate this agreement with at least 30 day notice in writing. A breach of contract by the vendor agency may result in immediate termination of this agreement, as determined by AAA 1-B. |

2. The vendor agency has reviewed and is in compliance with all AAA 1-B DSP Vendor requirements, as outlined in the AAA 1-B DSP Vendor Manual, available at www.aaa1b.com. This includes but is not limited to: General Operating Standards, Service Specific Standards, Insurance Requirements, Billing and Reporting requirements.

3. The vendor agency will notify AAA 1-B of any key staff/contact information changes within 3 business days

Note: DSP Bid Agreements become effective on the date the Bid Agreement is signed by the AAA 1-B Executive Director, unless otherwise indicated. Unit Rate will be in effect until a new Bid Agreement is executed.

CERTIFICATION

Vendor: Signature of Authorizing Official

Title and Date

AAA 1-B: Signature of Authorizing Official

Title and Date

AREA AGENCY ON AGING 1-B ASSURANCE OF COMPLIANCE WITH OPERATING AND SERVICE STANDARDS

Any service purchased by the Area Agency on Aging 1-B (AAA 1-B) must be in compliance with appropriate standards of the Michigan Office of Services to the Aging (OSA), Michigan Department of Community Health (MDCH), and the AAA 1-B. This includes service definitions, unit definitions, and service standards for operation, as contained in appropriate sections of the AAA 1-B DSP Manual, except for specific standards for which compliance has been waived by the AAA 1-B according to prescribed policy waiver procedures.

I hereby enter this assurance of compliance.

(DSP Vendor Agency Name), (herein called the DSP Vendor Agency),

HEREBY ASSURES that persons involved in implementing the proposed bid agreement have read the OSA and AAA 1-B service standards including the general standards, and specific standards for each of the services for which funds are being requested.

FURTHERMORE, the DSP Vendor Agency assures that it is completely in compliance with all standards for the following services: (*List all AAA 1-B defined services for which funding is requested, see Service Standards in Section D.*)

This assurance is given in consideration of and for the purpose of obtaining federal or state funds, from the AAA 1-B. The DSP Vendor Agency recognizes and agrees that any approved financial reimbursement will be extended based on agreements made in this assurance and that the AAA 1-B shall have the right to seek enforcement of this assurance.

This assurance is binding on the DSP Vendor Agency, its successors, transferees, and assignees.

DSP Vendor Agency Director Signature

Date

Address

City

Zip

State

AREA AGENCY ON AGING 1-B (AAA 1-B)

MICHIGAN OFFICE OF SERVICES TO THE AGING Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned recipient of funds from the Michigan Commission and Office of Services to the Aging (hereinafter called the "recipient") HEREBY AGREE THAT it will comply with Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), all requirements imposed by the applicable HHS regulations (45.C.F.R. Part 84), and all guidelines and interpretations issues pursuant thereto.

Pursuant to 84.5(a) of the regulation (45.C.F.R. 84.5(a)) the recipient gives this assurance in consideration of and for the purpose of obtaining any and all grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other financial assistance extended by the Michigan Office of Services to the Aging after the date of this assurance, including payments or other assistance made after such date on applications for financial assistance that were approved before such date. The recipient recognizes and agrees that such financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the Michigan Office of Services to the Aging will have the right to enforce this assurance through lawful means. This assurance is binding on the recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipient.

This assurance obligates the recipient for the period during which federal financial assistance is extended to it by the Michigan Office of Services to the Aging or, where the assistance is in the form of real or personal property for the period provided for in 84.5(b) of the regulation (45.C.F.R.84.5(b)).

Contractor/DSP Vendor Agency Name

President, Chairperson of Board, or Comparable Official

Agency Address

Title

City/State/Zip

Date

Signature

AREA AGENCY ON AGING 1-B (AAA 1-B)

Assurance of Compliance with the Department of Health, Education, & Welfare Regulation Under Title VI of the Civil Rights Act of 1964, Michigan Handicappers Civil Rights Act of 1976, Elliott-Larsen Civil Rights Act of 1976

The DSP Vendor Agency NAMED BELOW HEREBY AGREES THAT it will comply with Title VI of the Civic Rights Act of 1964 (P.A. 453, Section 209) and will comply with requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR, Part 80) issued pursuant to that Title to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the DSP Vendor Agency receives federal or state financial assistance from the Area Agency on Aging 1-B, and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal or State financial assistance extended to the DSP Vendor Agency, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which said property or structure is used for a purpose for which the Federal or State financial assistance is extended. This Assurance further certifies that the applicant agency has no commitments or obligations which are inconsistent with compliance of these and any other pertinent Federal or State regulations and policies, and that any other agency, organization or party which participates in this project shall have no such commitments or obligations, and all activities shall not run counter to the purpose and intent of this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal or State grants, loans, contracts, property, discounts or other Federal or State financial assistance extended after the date hereof to the DSP Vendor Agency by the AAA 1-B, including installment payments after such date on account of applications for Federal or State financial assistance which were approved before such date. The DSP Vendor Agency recognizes and agrees that such Federal or State financial assistance will be extended in reliance on the representations and agreements made in this Assurance, that the AAA 1-B or the United States or both shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the DSP Vendor Agency, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the DSP Vendor Agency.

| Contractor/DSP Vendor Agency Name | President, Chairperson of Board, or Comparable Official |
|-----------------------------------|---|
| Agency Address | Title |
| City/State/Zip | |
| Date | Signature B-10 |

AREA AGENCY ON AGING 1-B

Suspended / Debarred Declaration

The Area Agency on Aging 1-B (AAA 1-B), a non-federal entity, is prohibited from contracting or making sub-awards to parties that are suspended or debarred, or whose principals are suspended or debarred, from receiving federal funds. Please confirm for AAA 1-B that your company/agency:

- Is not suspended or debarred, or the principals and/or affiliates of your company/agency are not suspended, debarred or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in no-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.;
- 2. Have not within a three-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 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 statements, or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) within commission of any of the offenses enumerated in section 2, and';
- 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- 5. Are not excluded from participation in Federal health care programs under either section 1128 or 1128A of the Social Security Act.

By completing the statement below, I certify that the company/agency and its principals and/or affiliates **ARE NOT** suspended or debarred from receiving federal funds nor have had any of the situations identified above.

| Company/Agency Name | | | |
|--------------------------------|------|-------|-----|
| Address | City | State | Zip |
| Signature of Responsible Agent | | Date | |

MEDICAL ASSISTANCE PROVIDER ENROLLMENT & TRADING PARTNER AGREEMENT

| PROVIDER/APPLICANT INFORMATION: | | | | | | |
|---|--------------------------|-----------|-----------------|--------|------------------------|----------------------------------|
| 1. Applicant Name: | | | | | 2. Federa Required) | L TAX/EIN NO. (PROOF : |
| 3. EMPLOYER NAME | | | | | | |
| 4. THIS BUSINESS IS : □ SOLE □ GOVE | Proprietor 🗆 N RNMENT | Ion-Profi | T 🗆 Par | TNERSH | IIP 🗆 Co | DRPORATION 🗆 501C3 |
| SERVICE/PRACTICE ADDRES | S: (REQUIRED) | | | | | |
| 5. ADDRESS (NO., STREET, AND S | | | | | 6. P.O. Bo | X |
| 7. Сіту | 8. State | | 9. ZIP CODE | = | | 10. County |
| 11. BUSINESS PHONE NO. 12. E-MAIL ADDRESS | | | | | | |
| IMPORT | TANT; FACSIMIL | E SIGNAT | URES WI | LL NO | T BE ACC | CEPTED |
| 13. CRIMINAL CONVICTIONS RELATING TO THE TITLE XVIII, TITLE XIX, OR TITLE XX; TITLE V, TITLE XXI: | | | | | | |
| 14. SIGNATURE OF APPLICANT | | | 15. DATE SIGNED | | | |
| ANYONE EMPLOYING THE "APPLICANT" (SEE BOX 1) WHO IS THE EMPLOYER/OWNER OF THE BUSINESS LISTED IN BOX 3 MUST ALSO SIGN THIS AGREEMENT. | | | | | | |
| 16. EMPLOYER/OWNER OR AGENT NAME (PRINT) 17. EMPLOYER/OWNER OR AGENT TITLE (PRESIDENT, OWNER, MANAGER, ETC.) | | | | | | |
| 18. EMPLOYER/OWNER OR AGENT SIGNATURE (SEE INSTRUCTIONS) | | | 19. DATE \$ | SIGNED | - | OYER/OWNER OR AGENT IE NUMBER |



Business Associate Agreement

This Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement is executed between the Area Agency on Aging 1-B (AAA 1-B), a Michigan nonprofit located at 29100 Northwestern Hwy., Southfield, Michigan 48034 (Covered Entity) and ________ (Business Associate). Covered Entity and Business Associate are collectively called Parties.

Covered Entity and Business Associate must comply with certain requirements pursuant to the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Care Act passed as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), the U.S. Department of Health and Human Services regulations entitled "Standards for Privacy of Individually Identifiable Health Information," ("Privacy Rule"), Security Standards for the Protection of Electronic Protected Health Information ("Security Rule") and the Breach Notification for Unsecured Protected Health Information ("Breach Notification Rule"), as such laws and regulations may be amended from time to time.

Business Associate provides certain functions and services to Covered Entity under one or more agreements between the Parties (Underlying Agreement). In connection with such services, Business Associate creates, receives, uses or discloses for or on behalf of Covered Entity certain individually identifiable PHI that is subject to protection under HIPAA and HITECH.

Covered Entity and Business Associate wish to comply with HIPAA and HITECH applicable to the relationship between Covered Entity and its Business Associate. Now, therefore, in consideration of the provisions herein, and in the Underlying Agreements, the Parties agree as follows:

Definitions

- a. "Breach" refers to unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to who such information is disclosed would not reasonably retain such information.
- b. "Protected Health Information (PHI) shall mean any information about health status, provision of health care, or payment for health care that can be linked to a specific individual. PHI relates to a client's health status or condition, furnishing health services to a client or paying or administering health care benefits to a client. Information is considered PHI where there is a reasonable basis to believe the information can be used to identify a client.

- c. "Unsecured PHI" refers to PHI that is not rendered unusable, unreadable or indecipherable to unauthorized persons through the use of a technology or methodology specified, such as encryption.
- 1. The AAA 1-B and Business Associate hereby agree that the Business Associate shall be permitted to use and/or disclose PHI created or received on behalf of the AAA 1-B for the following purpose(s):
 - a. Completing and submitting health care claims to health plans and other third party payers (billing)
 - b. Matching a staff person with a client
 - c. Emergency and contingency planning
 - d. Providing authorized services as designated by AAA 1-B to provide home and community based services and supports to clients that allow them to maintain or improve their health, welfare, and quality of life
 - e. Business associate services (the management and administration of the Business Associate; carrying out the Business Associate's legal responsibilities)
- Business Associate may use and disclose PHI created or received on behalf of the AAA 1-B for the purposes described in 1 above, provided that any disclosure is:
 - a. Required by law; or
 - b. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that: 1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; 2) Business Associate will be notified of any instances of which the person is aware in which confidentiality of the PHI is breached; and 3) any breach is reported (in writing) to the AAA 1-B within five (5) days of discovery.
- 3. Business Associate's use, disclosure or request of PHI shall utilize a limited data set, as defined in 45 C.F.R. 164.514(e) (2), if practicable. Otherwise, unless accepted by the Privacy Rule, any uses or disclosures of PHI shall be limited to the minimum necessary.
- 4. Business Associate hereby agrees to maintain the security and privacy of all PHI in a manner consistent with Michigan and federal laws and regulations including HIPAA. The additional requirements of the HITECH Act that relate to privacy and security and that are made applicable with respect to Business Associate are incorporated into this Agreement
- 5. Business Associate further agrees not to use or disclose PHI without prior written consent of the AAA 1-B or AAA 1-B clients except as permitted by this

Agreement, applicable law, or for the purpose of managing Business Associate's own internal business processes as described in 1 above. This Agreement does not authorize Business Associate to use or disclose Covered Entity's PHI in a manner that would violate the HIPAA rules if done by Covered Entity except as permitted for Business Associate's proper management and administration as described above.

- 6. Business Associate shall not disclose PHI to any member of its workforce unless Business Associate has advised such person of Business Associate's privacy and security obligations under this Agreement, including the consequences for violation of such obligations. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses protected health information in violation of this Agreement and applicable law.
- 7. Business Associate will not provide or make available any PHI to any of its agents or subcontractors without first obtaining their written agreement with the same requirements as contained in this Agreement. Business Associate will ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's PHI. The Business Associate agrees to indemnify the Covered Entity for any violations of this Agreement by any of the Business Associate's agents or subcontractors.
- 8. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI that it creates, receives, maintains, or transmits on behalf of the AAA 1-B as outlined in this Agreement. Business Associates shall secure all PHI by technology standards, including the use of standards developed under the HITECH Act, that render PHI unusable, unreadable, or indecipherable to unauthorized individuals. Business Associate will periodically review and modify the safeguards as needed to continue reasonable and appropriate protection of PHI.
- 9. Business Associate agrees to maintain a record of all disclosures of PHI, including disclosure not made for the purposes of this Agreement. Such record shall include the date of the disclosure, the name and, if known, the address/telephone number of the recipient of the PHI, the name of the individual who is the subject of such information, a brief description of the PHI and a brief statement of the purpose of the disclosure. The Business Associate will maintain the record of the disclosure for at least six years following the date of the accountable disclosure.
- 10. Business Associate agrees to report to the AAA 1-B any unauthorized use or disclosure of PHI, including security incidents involving electronic PHI, by Business Associate or its workforce or subcontractors and the remedial action taken or proposed to be taken with respect to such use or disclosure within five (5) days of Business Associate's discovery.

- 11. Business Associate represents and warrants that it will comply with the Breach Notification Rules as they are amended from time to time. Business Associate will report to Covered Entity, following discovery and without unreasonable delay, but in no event later than fifteen (15) business days following discovery, any breach of unsecured PHI as those terms are defined by HITECH. Any such report shall include the identification (if known) of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during such breach, along with any other information required to be reported under HITECH. Business Associate will reimburse Covered Entity for all costs, expenses, liabilities (including reasonable attorney's fees) and other damages of any kind arising out of or relating to a "breach" as defined by the Breach Notification Rules in the possession or control of Business Associate or Business Associate's report will include at least the following:
 - a. Identify the nature of the breach, including a brief description of what happened, the date of any breach and the date of the discovery of any breach;
 - b. Identify the types of PHI that were involved in the breach (such as full name, social security number, date of birth, home address, account number, diagnosis or other information);
 - c. Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - d. Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against further breaches;
 - e. Identify what steps the individuals who were subject to a breach should take to protect themselves;
 - f. Provide such other information, including a written report and risk assessment under 45 CFR 162.402, as Covered Entity may reasonably request.
- 12. Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from the AAA 1-B or created or received by Business Associate on behalf of the AAA 1-B available to the AAA 1-B and to the Secretary of the United States Department of Health and Human Services (DHHS), for the purpose of determining the AAA 1-B compliance with HIPAA.
- 13. Within thirty (30) days of a written request by the AAA 1-B, Business Associate shall allow a person who is the subject of PHI, such person's legal representative, or the AAA 1-B to have access to and to copy such person's PHI maintained by Business Associate. Business Associate shall provide PHI in the format requested by such person, legal representative, or AAA 1-B, including

requests for information in electronic format, unless it is not readily producible in such format, in which case it shall be produced in standard hard copy format.

- 14. Business Associate agrees to amend, pursuant to a request by the AAA 1-B, PHI maintained and created or received by Business Associate on behalf of the AAA 1-B. Business Associate further agrees to complete such amendment within thirty (30) days of a written request by the AAA 1-B, and to make such amendment as directed by the AAA 1-B.
- 15. The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of the use or disclosure of PHI by the Business Associate in violation of this Agreement, and to identify and respond to suspected or known security incidents, to mitigate, to the extent practicable, any harmful effect of a security incident that is known to the Business Associate, and document security incidents and their outcomes.
- 16. In the event Business Associate fails to perform the obligations under this Agreement, the AAA 1-B may, at its discretion:
 - Require Business Associate to submit to a plan of compliance, including monitoring by the AAA 1-B and reporting by Business Associate, as AAA 1-B in its sole discretion, determines necessary to maintain compliance with this Agreement and applicable law. Such plan shall be incorporated into this Agreement by amendment thereto; and
 - b. Require Business Associate to mitigate any loss occasioned by the unauthorized disclosure or use of PHI.
 - c. Immediately discontinue providing PHI to Business Associate with or without written notice to Business Associate.
- 17. This Agreement will terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
 - a. Termination for Cause. If the Business Associate violates a material term of this Agreement, the Covered Entity may, at its option, terminate this Agreement, with or without advance notice, and with or without an opportunity to cure the breach. If neither termination nor cure are feasible, the Covered Entity will report the violation to the Secretary of DHHS.
 - b. Effect of Termination.
 - (i) Except as provided in paragraph (ii) of this section, upon termination of this Agreement, for any reason, the Business Associate will return or destroy all PHI received from the Covered

Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision applies to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate will retain no copies of the PHI.

- (ii) If the return or destruction of any PHI is not feasible, the Business Associate will notify the Covered Entity in writing of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, the Business Associate will extend the protections of this Agreement to such PHI and limit further use and disclosure of the PHI for so long as the Business Associate maintains the PHI.
- 18. The AAA 1-B and Business Associate may amend this Agreement by mutual written agreement. Any ambiguity in this agreement shall be resolved to permit the AAA 1-B to comply with HIPAA.
- 19. Business Associate shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the AAA 1-B and its employees and directors from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments, and expenses of every kind (including reasonable attorney's fees, including at trial and on appeal) asserted or imposed arising out of the acts or omissions of Business Associate, or any subcontractor or consultant of Business Associate or any Business Associate's employees, directors, representatives, or agents related to the performance or nonperformance of this Agreement.
- 20. Business Associate shall not engage in any sale (as defined in the HIPAA rules) of PHI. Business Associate shall not use or disclose PHI for fundraising or marketing purposes, except as provided under this Agreement and consistent with the HIPAA and HITECH rules. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH Act; however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to this Agreement.
- 21. Business Associate acknowledges that it is subject to civil and criminal enforcement for failing to comply with the HIPAA rules, to the extent provided by the HITECH Act and the HIPAA rules.

Business Associate

Signature of CEO/Executive Director

Date

Printed Name

Covered Entity

Tina Abbate Marzolf Chief Executive Officer Area Agency on Aging 1-B Date



Vendor Agency Name:

Please submit the following documentation to the appropriate AAA 1-B Manager by the requested due date. See Section C: General Standards for vendors for more details regarding the policy requirements. Submit <u>only</u> policies requested on the checklist. Policies over and above this check list should not be submitted. Key: Out-of-Home Respite (OHR); Unlicensed Assisted Living (UAL); Adult Foster Care/Home for the Aged (AFC/HFA)

I. PARTICIPANT RECORDS

- 1. a. Written procedures to protect confidential participant information (paper and electronic).
 - b. Written procedures indicating how:
 - 1. Participants being served by the bid agreement are identified
 - 2. Files are maintained
 - 3. Records are retained (for 6 years)
 - 4. Personal items are checked in/checked out (OHR only).
 - 5. Medications are checked in/checked out (OHR only).

Comments:

- 2. Written documentation that indicates the AAA 1-B participant/worker log sheet contains the following (see policy for exceptions):
 - a. Identification that the participant is being served through the AAA 1-B bid
 - b. Date of service
 - c. Time in/Time out/Total hours worked (Not Applicable for AFC/HFA)
 - d. A summary or log of services and tasks performed
 - e. The participant's signature
 - f. The worker's signature
 - g. Progress notes (worker's observation)
 - h. 🗌 Other: _
 - i. Telephony documentation policy, as appropriate

Comments: _____

II. SOLICITATION

- 1. Written policy on worker solicitation which states workers may not:
 - a. Solicit or accept contributions or gifts from AAA 1-B participants
 - b. Offer for sale any type of merchandise or service

c. Seek or encourage the acceptance of any belief or philosophy Comments:

III. <u>REFERRAL AND COORDINATION PROCEDURES</u> <u>REPORTING ABUSE, NEGLECT, EXPLOITATION, AND AT RISK PARTICIPANTS</u>

- 1. The vendor has a written corporate policy for:
 - a. Monitoring and reporting suspected abuse, neglect, and exploitation of AAA 1-B participants.
 - b. Making the necessary referrals to Adult Protective Services (APS) at 855-444-3911.
 - c. For informing the Community Support Services (CSS) staff when a referral has been made.

Comments:

- 2. The vendor's corporate policy as mentioned above will also include notifying CSS Supports Coordinators of other at-risk situations such as:
 - a. Structural damage
 - b. Unsanitary environment
 - c. Noncompliance with medical care
 - d. Absence of scheduled services (placing the participant in a vulnerable state by compromising his/her health and welfare)

Comments:

IV. EMERGENCY RESPONSE/ACCIDENT AND INCIDENT REPORTS

- 1. Written procedures to make arrangements for the availability of services in weatherrelated or other participant emergencies. Minimally, the written procedures shall include:
 - a. Notifying the AAA 1-B if services are not available due to weather related or other emergencies by calling 1-800-852-7795
 - b. Contacting participants regarding scheduling/rescheduling or cancellation
 - c. Verifying participant's health and safety status in the event services cannot be delivered
 - d. Urifying if the AAA 1-B emergency plan should be activated
 - e. Informing police or 911 if participant is in jeopardy
 - f. Instructing workers to report any change in participant's condition or environment, or other emergency to their supervisor promptly
 - g. Identifying the process used by workers to contact their supervisor
 - h. Instructing supervisors to contact the AAA 1-B Supports Coordinator to report any change in participant's condition
 - i. Instructing/training workers on how to document and report accidents that occur to their supervisor and AAA 1-B Supports Coordinator which includes a description, date, and time of the incident
 - j. Instructing workers to remain with the participant in the event of an emergency until assistance arrives, and to not transport the participant in the worker's personal vehicle.

Comments:

2. Emergency Disaster Plan (AFCs/HFA only)

IV. <u>PERSONNEL</u>

- 1. Submit the following:
 - a. An organizational chart to identify the lines of authority
 - b. Written I-9 policy
 - c. Written policy for documenting and verifying at least two references
 - d. Written policy for conducting criminal history screening for all employees and volunteers who enter participant homes or perform personal care services
 - e. Written policy for drug testing
 - f. Menu planning policy (OHR, UAL, AFC/HFA)
 - g. Sample menu rotation (OHR, UAL, AFC/HFA)
 - h. Copy of recent County Health Department inspection report (OHR)
 - i. Current food service license (OHR, UAL, AFC/HFA)
 - j. Food service manager certification (OHR, UAL, AFC/HFA)
 - k. Fire safety inspection report (OHR, UAL, AFC/HFA)
 - I. Documentation of compliance with other applicable local, state, and federal food and/or nutrition standards

Comments:

V. ORIENTATION

(see Section C for details)

- 1. Provide evidence of a documented orientation, which includes:
 - a. Review of service delivery techniques
 - b. Observation of new staff performing service activities
 - c. C Reporting requirements
 - d. Working with disabled individuals
 - e. Introduction to AAA 1-B program, MI Choice, OSA and the aging network
 - f. Overview of the aging process
 - g. Code of conduct protocols and ethics
 - h. Emergency procedures and protocols
 - i. (OHR, UAL, AFC/HFA only) training provided for assistance with Activities of Daily Living (ADLs) (i.e. personal care, showers, meals, feeding, and ambulation)
 - j. (OHR, UAL, AFC/HFA) Training provided for Safety and Body Mechanics
 - k. [] (OHR, UAL, AFC/HFA only) training provided for Medication Management
 - I. Universal Precautions
 - m. Advanced Directives and DNR's

Comments: _____

VI. MEDICATION POLICIES/PROCEDURES (where applicable)

See Section C for detailed requirements

If providing medication management, administration, reminders or assistance with medications submit:

- a. Delicy
- b. Procedure
- c. Training/testing documentation
- d. Demonstration of safe practice documentation documentation
- Comments:

VII. IN-SERVICE TRAINING

- 1. Provide evidence (written policy and two (2) year schedule) that documents that direct care staff have received at least two in-service trainings per year, which covers topics:
 - a. 🗌 Safety
 - b. 🗌 Sanitation
 - c. Emergency procedures
 - d. Body mechanics
 - e. Universal precautions
 - f. Household management
 - g. Advanced Directives and Do Not Resuscitate (DNR)
 - h. Additional training
 - i. Identifying and reporting abuse, neglect and explotation

Comments:

- 2. Provide the AAA 1-B with the documentation used to monitor and log employee attendance at training sessions verifying that it contains:
 - a. 🗌 Training date
 - b. Training topic
 - c. 🗌 Attendance

Comments:

VIII. SUPERVISORY VISITS

- 1. Provide a sample of the form used for conducting supervisory visits which contains:
 - a. Date of supervision
 - b. Delace of supervision
 - c. 🗌 Name of participant
 - d. Name of worker
 - e. Skills/tasks observed
 - f. Level of competence
 - g. Signature of supervisor

Comments:

- 2. Provide evidence the staff providing AAA 1-B participants with In-Home Services and/or Personal Care (ADHS/OHR/AFC/HFA) will receive two in-home or "on-the-job" supervisory visits each year by:
 - a. Providing a copy of the supervisor's qualifications. (Nurse or other licensed professional; RN required for personal care supervision).
 - b. Providing a copy of the written policy and procedure for completing the supervisory visits.

Comments:

IX. <u>VOLUNTEERS</u>

- 1. If volunteers are used, submit:
 - a. Written procedures for recruiting
 - b. Dob descriptions
 - c. Written procedures for orientation
 - d. Written procedures for trainings that volunteers will receive
 - e. Written procedures for the type of supervision that volunteers will receive
 - f. Written procedures for yearly evaluations

Comments:

X. <u>RESPONSIBILITIES</u>

- 1. Written policy that instructs workers on minimum activities as part of attempting to provide service that includes:
- a. Ringing doorbell
- b. C Knocking very loudly several times
- c. Attempting to reach the participant by telephone
- d. Other (call emergency contact, AAA 1-B Supports Coordinator)

Comments: _____

XI. CLIENT SATISFACTION/COMPLAINT RESOLUTION/QUALITY ASSURANCE

- 1. a. Written procedure to ensure AAA 1-B participants are able to express personal opinions and/or complaints regarding services
 - b. Written complaint resolution procedure that includes notification of Supports Coordinator (CSS staff)

c. C Provide samples of quality assurance

Comments:

XII. OTHER REQUIRED POLICIES/DOCUMENTS

- 1. a. 🗌 Worker Safety
 - b. 🗌 Risk Management
 - c. Agency Code of Ethics

Comments:

<u>Note:</u> Minimum Service Standards are available on the AAA 1-B website, www.aaa1b.com, for review.

| DSP Vendor Authorized Contact Printed Name | |
|--|------|
| DSP Vendor Authorized Contact Signature | Date |
| AAA 1-B DSP Manager Printed Name | |
| AAA 1-B DSP Manager Signature | Date |

| PROGRESS NOTES: For Week of: | COMPANY NAME CLIENT/WORKER LOG SHEET | | | | | | | |
|------------------------------|---|-------|--|---|--------------|---|------|-------|
| | | | | | | | | |
| | Sunday: | DATE: | | | | | | |
| | Time IN | | | | | | | |
| | Time OUT | | | | | | | |
| | Total Hrs Worked | | | | | | | |
| | Client Initials | | | | | | | |
| | BATHING | | | | | | | |
| Monday: | Bed | | | | | | | |
| | Tub/Shower | | | | | | | |
| | Assist/Chair | | | | | | | |
| | | | | | | | | |
| | HYGIENE/GROOMING | | | | | | | |
| | Assist with Dressing | | | | | | | |
| Tuesday | Hair Care | | | | | | | |
| Tuesday: Wednesday: | Skin Care | | | | | | | |
| | Foot Care | | | | | | | |
| | Check Pressure areas | | | | | | | ļ |
| | Shave/Deordant | | | | | | | |
| | Nail Hygiene/Clean/File | | | | | | | |
| | Oral-Brush/dentures | | | | | | | |
| | Elimination Assistance | | | | I\/ | | • | |
| | PROCEDURES | | | | | | | |
| | Catheter Care | | | | | | | |
| | Ostomy Care | | | | | | | |
| | Record Input/Output | | | H | | | | |
| | Inspect/reinforce dressing | | | | | | | |
| | Medication reminders | | | | | | | |
| Thursday: | | | | | | | | |
| | ACTIVITY | | | | | | | |
| | Ambulation/Assist | | | | | | | |
| | ROM Active/Passive | | | | | | | |
| | Transfers | | | | | | | |
| | | | | | | | | |
| | NUTRITION | | | | | | | |
| Friday: | Meal Preparaion | | | | | | | |
| | Assist with Feeding | | | | | | | |
| | Limit/Encourage Fluids | | | | | | | |
| | Grocery Shopping | | | | | | | |
| | OTHER | | | | | | | |
| | Light Housekeeping | | | | | | | |
| Saturday: | Kitchen Duties | | | | | | | |
| | Bedroom/Bathroom | | | | | | | |
| | Change Linens/Laundry | | | | | | | |
| | | | | | | | | |
| | Employee Signature | _ | | | | | Date | / / / |
| | | | | | | I | | |
| | Client Name | _ | | | | | Dete | |
| | Client Name | | | | | ı | Date | 1 1 |
| | | 1 | | | | | I_ | |
| | Client Signature | | | | | | Date | / / / |
| | | | | | | | | |



C. General Operating Standards for Vendors

Issue Date: 3/27/07

Rev Date: 6/11/14

I. <u>GENERAL OPERATING STANDARDS</u>

A. Eligible Organizations

 Private, private non-profit, or for-profit organizations that comply with all general program requirements established by the AAA 1-B; the Michigan Department of Community Health (MDCH) and the Michigan Office of Services to the Aging (OSA) for service programs covering the counties of Livingston, Macomb, Monroe, Oakland, St. Clair, and Washtenaw. All organizations are required to comply with all State and Federal Employment Laws. (Verification of corporate status is required prior to approval of a new vendor being accepted into the vendor pool.)

B. Required Program Components

1. Bid Agreement

- a) Vendors may only deliver purchased services through a formal bid agreement with AAA 1-B. An executed bid agreement includes assurance of adherence to all applicable components required by MDCH and OSA.
- b) See Section G for information regarding the three-year bid agreement for Community Living Supports (CLS), Community Living Program Services (CLPS), In-home Respite, Medication Management, Personal Emergency Response Systems (PERS), Nursing Services and Private Duty Nursing (PDN).
- c) See Appendices Section H for Environmental Accessibility Adaptations, Residential Services, Specialized Medical Equipment and Supplies, and Unlicensed Assisted Living Facilities.

2. Service Compliance

- a) Vendors may not charge participants a fee or request a donation to receive AAA 1-B purchased services.
- b) All vendors of home-based services <u>must</u> utilize the AAA 1-B CSS assessments of individual AAA 1-B participants conducted and provided to them by AAA 1-B staff via Harmony. This also applies to the reassessments of participants to avoid duplication.



C. General Operating Standards for Vendors

Rev Date: 6/11/14

- c) Vendors of home based services must keep all participant records (written, electronic, and other) confidential in controlled access files for not less than 6 years.
 - d) Any change of legal status, name, address, and/or key staff contacts must be communicated to the AAA 1-B. This information is vital to ensure appropriate communication with all vendors, as communication is frequently sent via email. Send updated information to networkdevelopment@aaa1b.com
 - e) All vendors must provide a written 30 days notice of intent to terminate participation in the AAA 1-B DSP vendor pool.
 - f) Termination procedures that impact transfer of participants will be conducted by the AAA 1-B.
 - g) Vendors must not discriminate hours of operation for ICO enrollees, or AAA 1-B participants. Hours of operation for said participants may not be less than those for commercially insured or public fee for service insured individuals. When medically necessary it is requested that services be available 24 hours a day, 7 days a week.
 - h) Vendors are expected to initiate service within 24-48 hours of accepting the service authorization.
 - i) In rare circumstances, AAA 1-B may grant a vendor a waiver for a specific standard. Vendors requesting an exception or waiver for a specific AAA 1-B DSP standard must submit the request in writing by requesting the Waiver form from the AAA 1-B DSP Manager. Waivers will only be granted on 1-B specific standards and may not be granted for OSA or MDCH required standards.
 - i) All vendors recognize that the AAA 1-B is responsible for determining participant eligibility and services needed, collecting program income, and initiating case termination procedures.

3. Compliance with Service Definitions

- a) Vendors shall not be suspended or debarred from receiving federal funds.
- b) The vendor and any of its employees who provide or perform services must be covered by the vendor agency's insurance coverage. A vendor agency cannot assign, transfer, share, or subcontract any of its duties or any of the services that it will render under the bid agreement to any third party or to any



independent contractor without prior written approval of the AAA 1-B.

- c) State and/or federal funds awarded by MDCH and OSA may only pay for those services that MDCH and OSA have approved and for which they have defined minimum standards. The AAA 1-B and all its vendors must adhere to the definition and minimum standards to be eligible to receive reimbursement for allowable expenses.
- d) Vendors shall provide service only as authorized on the Service Authorization Form and Plan of Care Service Order provided by the Community Support Services (CSS) staff via Harmony, or on the job description for Agency With Choice.
- e) Vendors shall provide the CSS staff with regular written or verbal feedback regarding referred participants. This includes notification of a change in participant status within 1 business day. Examples include (but are not limited to) participant injury, hospital admission, or death. Note that Harmony should not be utilized as a form of email communication.
- f) Vendors must be knowledgeable and follow the CSS eligibility and screening criteria when referring older adults and disabled individuals that may be eligible for AAA 1-B service programs.
- g) Vendors shall not, under any circumstance, be reimbursed for service not rendered to MI Choice waiver participants (per state guidelines).
- h) Vendors must comply with the AAA 1-B Participant No-Show Policy to receive reimbursement.

4. Participant No-Show Policy

- a) The Participant No-Show Policy applies ONLY to the Community Care Management (CCM), the Community Living Program (CLP), and/or the Rapid Response Respite (RRR) program. *(MI Choice waiver participants are excluded.)* This policy applies only to the following services:
 - 1) Chore
 - 2) Home Delivered Meals
 - 3) Private Duty Nursing
 - 4) Community Living Program Services (CLPS)
- b) Vendors may be reimbursed as established in the AAA 1-B Show-Up policy. Vendors may bill participants directly and collect a one-hour (or one unit for home delivered meals) show-up fee for services that were:
 - 1. Authorized by the AAA 1-B Supports Coordinator



- 2. Not delivered because a participant was not home at the mutually agreed upon time the authorized service was to be delivered. (AAA 1-B participants who are not home due to an emergency, or have provided the vendor with a 24-hour advance notice of cancellation, cannot be billed by the vendor.)
- c) Emergency situations may include serious health problems, which result in unexpected hospitalization of the participant or caregiver; telephone or utility outages which make contacting the home care agency impossible; or severe weather or other emergencies which require the participant to be evacuated form the home.
- d) CCM, CLP, and RRR participants may receive a show up fee bill directly from the authorized home care agency if they are not home at the time services is to be delivered. Participants are expected to pay the show up fee directly to the vendor agency.
- e) Vendors must have a written corporate policy instructing workers to diligently attempt to deliver the authorized service. This policy will include at a minimum:
 - 1) Ringing the doorbell
 - 2) Knocking very loudly several times
 - 3) Attempting to reach the participant by telephone

This is in addition to other vendor policies that may give further instructions on what a worker should do if a participant is not home (i.e., call the emergency contact and call the AAA 1-B Supports Coordinator).

The vendor must use the current bid rate as the basis for billing the one-hour show up fee.

f) The <u>vendor shall notify the AAA 1-B Supports Coordinator</u> if the agency is billing the participant for a show up fee. This communication must include either a copy of the billing, a fax notification, or other written documentation that the participant is being billed a show up fee.

5. Missed Visits/Services Not Delivered

- MDCH requires tracking of reasons for services not delivered as a measure of quality of services for participants. Harmony is the mechanism for reporting missed visits.
- b) Vendors providing the following services are <u>required</u> to track and submit missed visits in Harmony:
 - Adult Day Health Services
 - Chore
 - Community Living Program Services (CLPS)



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- In-Home Respite
- Home Delivered Meals
- Private Duty Nursing
- Community Living Supports (CLS)
- Specialized Transportation
- c) A missed visit can be driven by a vendor or a participant. Not all missed visits are the responsibility of the vendor. Reasons for vendor missed visits may include worker no show, worker sick, scheduling problems, worker not available, weather or holiday related reasons. Reasons for participant missed visits may include participant not available, participant cancelled, participant sick, participant hospitalized, participant admitted to nursing facility, participant hours decreased or participant refused worker.
- d) Specific instructions for submitting missed visit information in Harmony, including a detailed list of missed visit reason codes, can be found in Section E of this manual.

C. <u>Person-Centered Planning Process</u>

- 1. The AAA 1-B and all vendors shall utilize a person-centered approach for delivery of care. Knowledge of person-centered principles shall be evident throughout the delivery of services for AAA 1-B and vendors. For the AAA 1-B, this includes assessing the needs and desires of participants, developing service/support plans, and continuously updating and revising those plans, as the participant's needs change. The vendor will provide the AAA 1-B with feedback regarding changes in the participant's tolerance, status, needs, and/or desires for service.
- 2. The AAA 1-B and vendors shall implement person-centeredness in accordance with MDCH Person-Centered Planning Guidelines. These guidelines can be found at www.Michigan.gov/Mdch.

D. Contributions

- 1. No paid or volunteer staff person of a vendor may solicit contributions from program participants, 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.
- 2. Each vendor must accept the AAA 1-B payments for services as payment in full for such services.

E. <u>Confidentiality</u>



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1. Each vendor must have written procedures in place to protect the confidentiality of information about participants or persons seeking services collected in the conduct of its responsibilities. The procedures must ensure that no information about a participant or person seeking services, or obtained from a participant or person seeking service provider, is disclosed in a form that identifies the person without the informed consent of that person or of his or her legal representative.

However, disclosure 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 the participant information) so long as access is in conformity with the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). (See Section F. Quality Assurance Activities for more details.)

- 2. The AAA 1-B and all vendors shall maintain all participant information in controlled access files. This requirement applies to all protected information whether written, electronic, or oral for a minimum of six years.
- 3. Email communication on Personal Health Information (PHI), including participant name, address, phone number or any other identifying information is a violation of HIPAA. Vendor staff should use the Harmony case # when communicating with AAA 1-B staff via email to protect the participant.

F. <u>Referral and Coordination Procedures</u>

1. **Reporting Abuse, Neglect, and Exploitation**

Federal and state law directs waiver programs, both the AAA 1-B and its vendors, to monitor the health and welfare of all participants. Additionally, state statutes must be observed. P.A. 519 of 1982 (as amended) mandates all human service providers and health care professionals to make referrals to the Michigan Department of Health and Human Services (DHS) Adult Protective Services (APS) unit when an adult is suspected of being or believed to be abused, neglected, and/or exploited.

Note: The AAA 1-B requires vendors providing services to participants to make the necessary referrals to APS (855-444-3911) and inform the CSS staff when one has occurred.

The Vulnerable Adult Act (P.A. 149 of 1994) creates a criminal charge of adult abuse for vulnerable adults harmed by a caregiver.

Other risk situations that should be reported include a structurally damaged or unsanitary environment, noncompliance with medical care, etc.



2. Identification of "At Risk" Participants

- a) In addition to abuse, neglect, and exploitation, some participants may be considered to be in at risk situations that are created by the absence of scheduled services placing the participant in a vulnerable state by compromising his/her health and welfare.
- b) A back-up plan for participants that are unable to go without care must be developed in conjunction with vendors, participants, and the AAA 1-B Supports Coordinator and will be maintained and followed by the vendor.

3. Emergencies (Weather, Nature, and Other)

- a) The AAA 1-B and vendors, where feasible and appropriate, must prepare to make arrangements for the availability of services to program participants in weather-related and other emergencies.
- b) Vendors are required to have a contingency plan/procedure for emergencies that pose a serious threat to participant health and welfare (i.e., inclement weather, unavailable personal caregivers, etc.).

Minimally, the written procedures shall include:

- a) Area Agency on Aging 1-B vendors shall communicate all emergency situations that prevent the scheduled distribution of services on established customer service days to the AAA 1-B Resource Center (800-852-7795).
- b) Contacting participants to notify them of cancellation or rescheduling of services.
- c) Verifying the participant's health and safety status in the event that service cannot be delivered.
- d) Assist in activating the participant's emergency plan (developed with the AAA 1-B Supports Coordinator). Report to the AAA 1-B Supports Coordinator if that plan is activated.

NOTE: The emergency (or back-up plan) is in Harmony on the Plan of Care in Harmony. Providers should have a paper copy available in case of an emergency situation in which computers or online access to Harmony is unavailable. Participants also are provided a copy of their emergency plan by AAA 1-B.

- e) Calling 911, or the local police, if it is determined that the participant is in jeopardy.
- f) Instructing workers to report any change in a participant's



condition or any environmental or other emergency to their supervisor promptly.

- g) Instructing supervisors (or workers) to contact the AAA 1-B Supports Coordinator via telephone to report any change in a participant's condition or any environmental or other emergency or crisis to the Supports Coordinator (or other CSS staff) as soon as possible. This includes falls, hospitalizations, nursing home admissions, etc.
- h) Instructing and training workers on how to document and report accidents/incidents that may occur in the home during service delivery to the supervisor and AAA 1-B Supports Coordinator. Participant file must contain: 1) description of incident; 2) date and time of condition under which the incident occurred; and 3) action taken.
- 9) Instructing workers to remain with the participant in the event of an emergency until medical assistance or family members arrive.

Note: In the event of an emergency when a worker must remain with the participant for a period of time longer than authorized, approval for the additional hours must be requested from the appropriate Supports Coordinator as soon as possible and/or no longer than two working days after the occurrence.

4. Coordination and Referral within the Provider Network

The AAA 1-B requires all vendor agencies to have general knowledge of other community-based and in-home service agencies and encourages vendors to refer participants to those agencies as needed and appropriate. Vendors are always encouraged to refer participants back to their AAA 1-B Supports Coordinator or the AAA 1-B Resource Center at 1-800-852-7795.

G. Volunteers

- 1. Each vendor utilizing volunteers shall have a written procedure governing the recruiting, training, and supervising of volunteers. Volunteers shall receive a written position description, orientation, training, and a yearly performance evaluation, if appropriate.
- 2. Background checks must be conducted upon "hire" and conducted regularly on volunteers having direct contact with participants or with participant information.

H. <u>Staffing</u>

1. Each vendor shall employ competent personnel sufficient to provide



services pursuant to the service standard bid agreement. Each vendor shall demonstrate an organizational structure including established lines of authority. Each vendor shall identify a contact person with whom the AAA 1-B staff can discuss work orders and service delivery schedules or problems.

2. Employment of relatives or friends based on participant preference must be discussed with the AAA 1-B Supports Coordinator prior to establishing employment. See guidelines for Agency With Choice and Umbrella Agency in Section G.

I. Staff Identification

1. Every vendor staff person, paid or volunteer, who enters a participant's home must display proper identification. Proper identification may consist of either an agency picture card or a Michigan driver's license and some other form of agency identification.

J. Orientation & Training Participation

- 1. Providers shall ensure that each employee has the support and training needed to competently and confidently deliver services to participants prior to working with each participant.
- 2. New staff **must** receive an orientation training that includes, at minimum:
 - a) Introduction to the AAA 1-B programs (both MI Choice waiver and statefunded programs) and the Aging Network (Note: AAA 1-B has a training guide available for use by vendor staff.)
 - b) Service delivery techniques i.e. transferring, Hoyer lifts, etc.
 - c) Observation of new staff performing service activities
 - d) Identifying and reporting abuse, neglect and exploitation
 - e) Maintenance of records and files (as appropriate)
 - f) The aging process, which may include, but not be limited to:
 - Cultural diversity
 - Dementia
 - Cognitive impairment
 - Mental Illness
 - g) Working with disabled individuals
 - h) Ethics and Code of Conduct, specifically:
 - Acceptable work ethics
 - Honoring the participants dignity
 - Respect of the participant and their property



- Prevention of theft of the participants belongings
- i) Emergency procedures and protocols
- j) Universal Precautions
- k) Advanced Directive and Do Not Resuscitate orders (DNR)-including compliance with agency policy on Advanced Directives and DNRs.
- 3. Vendors shall maintain records detailing dates of training and topics covered in employee personnel files. The vendor shall develop an individualized training plan for each employee when performance evaluations indicate a need.

K. <u>Complaint Resolution</u>

- 1. Each vendor must have written complaint resolution procedures for use by program participants.
- 2. Each vendor shall have written procedures established to ensure participants are able to express their opinions and/or complaints regarding services rendered by a vendor agency, without fear of retaliation or humiliation.
- 3. Vendors shall notify the CSS staff immediately if a complaint against the vendor is filed by an AAA 1-B participant.
- 4. See Section F: Quality Assurance Activities, for more detailed information on the AAA 1-B Critical Complaint and Incident Report (CCIR) process.

L. Civil Rights Compliance

- 1. Each vendor must not discriminate against any employee or applicant for employment, or against any program applicant or participant, pursuant to the Federal Civil Rights Act of 1964, the Elliot-Larsen Civil Rights Act (P.A. 453 of 1976) and Section 504 of the Federal Rehabilitation Acts of 1973. Each DSP vendor must complete a DHS form assuring compliance with the Civil Rights Act of 1964. Programs may not discriminate against any employee, applicant for employment, or recipient of service because of race, color, religion, national origin, age, sexual orientation, sex, gender identity, height, weight or marital status.
- 2. Each vendor must clearly post signs in their offices in English and other languages as appropriate, indicating non-discrimination in hiring, employment practices, and provision of services.



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M. <u>References & Criminal History Screening Checks:</u>

- 1. Vendors must require and thoroughly check references of paid staff that will be entering participant homes. In addition, each vendor must conduct a criminal history screening through the Michigan State Police for each paid and/or volunteer staff person who will be entering participant homes. The Vendor shall conduct the reference and background checks before authorizing the employee to furnish services in a participant's home.
 - a) Vendors must submit their written policy for conducting, documenting, and verifying references as part of the application. The AAA 1-B recommends that at least two references be obtained for each new staff person.
 - b) Vendors are required to conduct a criminal background review intermittently throughout each paid staffs employment, recommended annually.
 - c) Vendors must also submit their written policy for conducting criminal background checks for all staff, paid or volunteer, which enter participant homes or perform personal care services.

N. Equal Employment

1. Each vendor must comply with equal employment opportunity principles in keeping with Executive Order 1979-4 and Civil Rights compliance in state and federal contracts. Additionally, vendor agencies shall comply with the Family and Medical Leave Act of 1992. All organizations are required to comply with all State and Federal Employment Laws.

O. Standard Precautions

- 1. Each vendor must evaluate the occupational exposure of employees to blood or other potentially infectious materials that may result from the employee's performance of duties.
- 2. It is the responsibility of the vendor to ensure that each employee has the appropriate protective equipment and supplies to provide service.
- 3. Each vendor must establish appropriate standard precautions based upon the potential exposure to blood or infectious materials. Each vendor with employees who may experience occupational exposure must also develop an exposure control plan which complies with the federal regulations implementing the Occupational Safety and Health Act.



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P. Drug Free Workplace

1. MDCH and OSA prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances in all waiver agent and direct service provider workplaces.

Q. Federal Act Compliance

- 1. Each vendor must operate in compliance with the Americans with Disabilities Act (PL 101-336).
- 2. Each vendor receiving \$100,000 or more through their bid agreement much comply with the Federal Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq).

R. Record Retention

- 1. Each vendor must keep all records related to or generated from the provision of services to program participants for a minimum of six years.
- Vendors must maintain an accessible record-keeping system that verifies information reported and be available for review by authorized representatives. (See Section F. Quality Assurance Activities for more details.)

S. Worker Safety

 Each vendor should have a policy that addresses worker safety. This policy should cover vendor expectations of workers to ensure their own safety while in the community and/or in the private home of participants, including how to address any illegal or dangerous activities witnessed, presence of guns or weapons in the home, use of medical marijuana, etc. At a minimum, the safety policy should cover agency procedures for communication during an emergency, dealing with inclement weather and how to handle threats to personal safety while in the participant's home.

Note: Every AAA 1-B participant receives a Participant Handbook, which states that the participants are to "Provide a safe and non-threatening environment for those arranging for and providing services." AAA 1-B staff is instructed to leave the premises if they feel threatened and/or witness illegal activity such as theft, use or dealing of illicit drugs, prostitution, abuse, etc. Participants are expected to keep weapons out of sight and preferably locked up while workers are in the home. All illegal or threatening activities or environments should be reported to the AAA 1-B Supports Coordinator immediately.



T. Risk Management

- 1. The AAA 1-B requires all approved vendors to submit their organization's risk management plan. The scope of the risk management plan should include, at a minimum, the following components:
 - a) A minimum of three risk areas: Business/IT; Natural/Environmental Threats; and Stakeholder Threats
 - b) A documented person who is responsible for implementing the Provider Risk Management Policy and Procedure.
 - c) Training in both clinical risk management and health and safety for key staff such as direct care staff, supervisors, managers, and Board members (as appropriate) as well as a system of communication among staff regarding the organization's Risk Management Policy and Procedure.
 - d) A system will be in place for the reporting, investigation, and remediation of participant grievances, quality of care concerns and sentinel events.
 - e) Written description of rights of the individual participant that is shared across the organization.

U. Fraud & Abuse Reporting

 MDCH has responsibility and authority to make all fraud and/or abuse referrals to the Office of Attorney General, Health Care Fraud Division. Waiver agents and service providers who have any suspicion or knowledge of fraud and/or abuse within any of the Department's programs must report directly to the Department by calling (517) 335-5239 or sending a memo or letter to:

Medicaid Integrity Program Section Capitol Commons Center Building 400 S. Pine Street, 6th Floor Lansing, Michigan 48909

When reporting suspected fraud and/or abuse, the following information should be provided:

- Nature of the complaint
- The name of the individuals and/or entity involved in the suspected fraud and/or abuse, including their address, phone number and Medicaid identification number, and any other identifying information.
- 2. The provider shall not attempt to investigate or resolve the reported suspicion, knowledge or action without informing the DCH and must cooperate fully in any investigation by the DCH or Office of Attorney General and any



subsequent legal action that may result from such investigation.

II. <u>Home-Based Vendors Standards</u>

Home-based services include Chore Services, Medication Management, Personal Emergency Response Systems, Private Duty Nursing, Nursing Services, Counseling, Home Delivered Meals, Training, Community Transition Services, Community Living Program Services, and Community Living Supports.

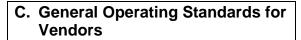
A. In-Home Supervision

- Vendors must conduct in-home supervision of their staff at least twice per each fiscal year. A nurse or other qualified, licensed professional is preferred to conduct the supervisory visits. If necessary, a supervisor/manager with at least 5 years of experience in long term care or in-home services may also provide supervision. Additional in-home supervisory visits should be conducted as necessary.
- 2. The AAA 1-B requires a copy of the supervisors' qualifications.
- 3. Documentation of the supervisory visits must include:
 - a) Date of supervision
 - b) Place of supervision
 - c) Participant name
 - d) Name of worker
 - e) Skills/tasks observed and level of competence
 - f) Signature of supervisor
- 4. Vendors shall maintain documentation of each in-home supervisory visit.
- 5. Supervisors must be available to staff, via telephone, at all times staff are in the participant's home.
- 6. Participants must be notified in advance of a supervisory visit. Supervisors, along with all other agency staff, are required to wear identification in the home.

B. Vendor Records

- 1. Each vendor MUST maintain comprehensive and complete participant records THAT CONTAIN, at a minimum:
 - a) Participant/Worker Log Sheet (The six items listed below must be documented as services are provided).
 - 1) Date of service
 - 2) Time-In/Time-Out/Total Hours
 - 3) Service log of tasks performed
 - 4) Participant's signature
 - 5) Worker's signature





- 6) Worker observation
- b) The AAA 1-B requires that the items listed above be contained in one document referred to as the Participant/Worker Log Sheet. The AAA 1-B requires written policies and procedures for completing the Participant/Worker Log Sheet for new vendor applicants and existing vendors. All vendors must submit a copy of both the Participant/Worker Log Sheet and the written policies. The Participant/Worker Log Sheet is the official documentation required to substantiate service delivery. Billing should reflect services rendered based on the log sheet. Billing based solely on the authorizations is fraudulent and may lead to disciplinary action including and up to termination of the bid agreement.
- c) Worker observations of the participant are:
 - 1) Changes in the participant's condition (condition of skin, change in appetite or appearance, etc.)
 - 2) The amount of assistance needed
 - 3) How well service is tolerated
 - 4) Any concerns or changes observed
- d) Electronic Documentation
 - 1) The AAA 1-B will allow the electronic documentation of service delivery system to be used in place of the written client/worker log sheet, provided the system is capable of documenting the following:
 - o Date
 - Time in/out
 - Total Hours serviced
 - Tasks Performed
 - Narrative Notes
 - 2) Prior to instituting an electronic system, the vendor must secure AAA 1-B approval from the DSP Manager. The vendor must notify each participant that service delivery is being tracked electronically. Further, the DSP Manager must review and approve the notification to the participant informing them that service delivery will be tracked using the electronic system. The participant notification must include a brief description of how the system will work and instructions to the participant to contact the AAA 1-B at any time if they have questions or concerns about the documentation system. This notification must be signed by the AAA 1-B participant and a copy shall be provided to them.
 - 3) It is understood that movement to electronic documentation of service



delivery shall replace client and worker signature as verification of service. (Only with electronic system implementation, and not in any other method.)

- 4) The vendor must make electronic case records available to the AAA 1-B for the purpose of conducting assessments and other authorized review
- 5) Documentation (Harmony)
 - a. CSS Authorization Form
 - b. CSS Assessment and/or Reassessment
 - c. CSS Plan of Care Service Order, containing specified orders or tasks; or job description for Agency With Choice/Umbrella Agency
 - d. Notes in response to participant, family, and agency contacts (not required for home delivered meal programs)
 - e. Progress Notes
 - f. A record of release of any personal information about the participant and/or a copy of a signed release of information form
- 2. Vendor records must contain a listing of all dates of service for each participant and the number of units provided during each visit. Absence of a worker service record at a review for any date of service for which the vendor makes a claim is equivalent as having no record that the service was rendered.
- 3. Vendors are required to log in and use the Harmony Information System daily for authorizations and communications from AAA 1-B staff. Progress Notes in Harmony become part of the Participant Record and should only document notes related to the care and status of the participant. Progress Notes should not be used as a mode to communicate with Supports Coordinators, but a mode to document participant care. Participant records should not include the term Complaint/Critical Incident Report.
- 4. The Participant/Worker Log Sheet is a daily account of services furnished and must be written by the worker who provides the service. Workers must maintain a record of services furnished by date of service, description of service provided on each date, and range of time services provided.
- 5. Worker time sheets without tasks performed do not meet these criteria and should not be used as worker service records.
 - **Note:** There may be some participants who are so frail and/or physically or cognitively impaired that securing a signature is not possible. In this case, the AAA 1-B will accept:
 - a. Signature of the family or proxy
 - b. The worker's signature documenting service rendered,



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(as indicated in the Plan of Care Service Order by the AAA 1-B Supports Coordinator).

- c. The participant file must also indicate the reason for lack of participant signature.
- d. Signatures of the non-participant should be the exception an not the rule.

C. In-Service Training

1. Staff of vendors performing home-based services must receive in-service training <u>at least twice per fiscal year</u>. Each vendor must design the training so that it increases staff knowledge and understanding of the program and its participants and improves staff skills at tasks performed in the provision of service.

In service trainings should cover, at a minimum:

- 1) Safety
- 2) Sanitation
- 3) Body mechanics
- 4) Household management
- 5) Emergency procedures
- 6) Universal precautions
- 7) Advanced Directives and Do Not Resuscitate (DNR)Orders
- 8) Identifying and reporting abuse, neglect and exploitation
- 9) Additional trainings as needed

<u>Note</u>: See Section D Service Standards for service specific training requirements.

- 2. Vendors must maintain comprehensive records that identify dates of training, attendance and topics covered.
- 3. The training log must be maintained in vendor records and/or each employee's personnel file. The vendor shall develop an individualized in-service training plan for each employee when performance evaluations indicate a need.
- 4. MDCH strongly recommends workers delivering CLS services (in-home services) complete a certified nursing assistant course, first aid and CPR training.

D. Worker Conditions/Protocols and/or Qualifications

1. Each vendor will assure the AAA 1-B that employees or volunteers who enter and work within participant homes abide by the following additional conditions and qualifications:



- a) Vendors must have procedures in place for obtaining participant signatures on the time sheets (or similar document) of direct care workers to verify that the direct service worker provided the work ordered by the AAA 1-B.
- b) Vendor workers are prohibited from smoking in participant's homes.
- c) Vendor workers must be able to adequately and appropriately communicate, both orally and in writing, with their employers and the AAA 1-B participants they serve. Vendor workers must be able to properly follow product instructions in carrying out direct service responsibilities (i.e., read grocery lists, identify items on grocery lists, and properly use cleaning and cooking products).
- d) Vendor workers must not threaten or coerce participants in any way. Failure to meet this standard is grounds for immediate discharge.
- e) Vendor workers will be promptly informed of new service standards or any changes to current services standards.
- f) Vendor workers are prohibited from using cell phones while in the home, except in emergency situations. Reports by participants of excessive cell phone usage may result in disciplinary action and/or documented in the CCIR process.

E. Skilled Services & Medication Administration

- 1. Generally, any direct care worker providing skilled care services may only do so if:
 - a. The staff person has been trained by an RN or other licensed medical professional (i.e. PT or OT) to provide the specific type of care
 - b. The provider agency has documentation of this training
 - c. The RN or other licensed medical professional has signed off on the worker's ability to perform the task, and continues to supervise the worker
 - d. The provider agency ensures that the direct care worker has a method for communicating any inconsistencies or changes in the skilled care services to their supervisor. This communication should occur within one business day
- 2. Examples include, but are not limited to:
 - a. Changing catheter bags,
 - b. Operation of a hoyer lift,
 - c. Oxygen administration
 - d. Blood sugar or blood pressure checks
 - e. Medication assistance, including assisting with the self-administration of medications such as eye drops or pain patches
 - f. Dressing changes or wound care depending on the level or severity of the wound
 - **NOTE:** More severe care needs will be authorized as appropriate under Private Duty Nursing or Nursing Services. The direct care worker should not be setting up or administering insulin.



- 3. Care requirements will be identified on the plan of care service order in Harmony.
- 4. The vendor agency is responsible for determining the ability of a worker to provide the specific care. Medication administration must be conducted in compliance with the Michigan Administrative Rule 330.7158
 - a. A provider shall only administer medication at the order of a physician and in compliance with the provisions of section 719 of the act, if applicable
 - b. A provider shall assure that medication conforms to federal standards and the standards of the medical community
 - c. A provider shall not use medication as punishment, for the convenience of the staff, or as substitute for other appropriate treatment.
 - d. If an individual cannot administer his or her own medication, a provider shall ensure that medication is administered by or under the supervision of personnel who are qualified and trained.
 - e. A provider shall record the administration of all medication in the recipient's record
 - f. A provider shall ensure that medication errors and adverse drug reactions are immediately and properly reported to a physician and recorded in the recipient's record.

F. Participant Rights

All participants are notified of their rights through the MI Choice Participant Handbook provided by AAA 1-B. Providers may receive a copy of this handbook upon request. Participants have the rights to comment about service provision, appeal the denial, reduction, suspension or termination of services, and file complaints with AAA 1-B, the MI Dept. of Civil Rights and/or the Office of Civil Rights.

G. Michiganhomecareguide.com

As of October 2013, all AAA 1-B vendor homecare agencies are required to participate in the michiganhomecareguide.com website. This is a consumer driven website that allows consumers to review and rate home care agencies in southeast Michigan. All homecare agency applicants will be provided with more detailed information regarding participation in this website and will be asked to sign an agreement upon execution of their DSP service bid.

III. <u>Community-Based Service Vendors</u>

- A. Community-based services include Environmental Accessibility Adaptations, Respite Care provided out of the home, Specialized Medical Equipment and Supplies, Transportation, and Adult Day Health Services.
 - 1. Each vendor of community-based services must maintain participant records that contain, at a minimum:



- a) Copy of the request for services
- b) Pertinent medical, social, and/or functional participant information as necessary to the proper delivery of the requested service
- c) Description of the provided service, including the number of units and cost per unit, as applicable
- d) Date(s) of service provision
- e) Total cost of each service provided
- 2. Each vendor of community-based services must notify each participant, in writing, at the time service is initiated of his or her right to comment about service provision or appeal the termination of services. Such notice must advise the participant that they may file complaints of discrimination with the respective waiver agent, DHS, Office of Civil Rights, Michigan Department of Civil Rights, or the licensing agency of the provider of service.

IV. <u>Self-Determined Service Providers</u>

- A. Participants choosing the self-determination option may directly manage service providers for the following home and community-based MI Choice waiver services; Chore, Community Living Supports, Fiscal Intermediary, Environmental Accessibility Adaptations, Goods and Services Non-Medical Transportation, Private Duty Nursing, Respite Care provided inside the participant's home, and Respite Care provided in the home of another.
 - Supervision of Direct-Care Workers The MI Choice participant, or designated representative, acts as the employer and provides direct supervision of the chosen home and community-based services direct care workers for designated self-determined services in the participant's plan of care. The participant, or designated representative, directly recruits, hires, and manages employees.
 - 2. Use of Fiscal Intermediary MI Choice participants choosing the Self-Determination option must use an approved fiscal intermediary agency. The fiscal intermediary agency will help the individual manage and distribute funds contained in the participant's budget. The participant uses the funds in the budget to purchase waiver goods, supports, and services authorized in the participant's plan of care. Refer to the Fiscal Intermediary service standard for more information about this MI Choice service.
 - 3. Reference and Criminal History Screening Checks Each MI Choice participant, or fiscal intermediary chosen by the participant, must conduct reference checks and a criminal history screening review through the Michigan State Police for each paid staff person who will be entering the participant's home. The MI Choice participant or fiscal intermediary shall conduct the screening before authorizing the employee to furnish services in



the participant's home.

- 4. Provider Qualifications Providers of self-determined services must minimally:
 - a) Be at least 18 years of age,
 - b) Be able to communicate effectively both orally and in writing and follow instructions, and
 - c) Be trained in universal precautions and blood-born pathogens. The AAA
 1-B must maintain a copy of the employee's training record in the participant's case file
 - d) <u>Providers of self-determined services cannot be the participant's spouse.</u> <u>legal guardian, or designated representative.</u>
- B. See Section G: 3-year Bid Agreement Guidelines for additional information regarding the Self-Determination program models.



D. SERVICE STANDARDS

This section contains the following information:

- Adult Day Health Service
 - Adult Day Health Service Personal Care
 - Adult Day Health Service Title III-C Meals
- Chore Service
- Community Living Program Services
- Community Living Supports
- Counseling Services
- Environmental Accessibility Adaptations
- Fiscal Intermediary Services
- Home Delivered Meals
- Medication Management
- Nursing Facility Transition
- Nursing Services
- Personal Emergency Response System
- Private Duty Nursing
- Respite Care Inside of the Home
- Respite Care Outside of the Home
- Specialized Medical Equipment and Supplies
- Training
- Transportation



Advocacy • Action • Answers on Aging

D. Service Standards – Adult Day Health Service

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| Service Name | Adult Day Health Service (ADHS) |
|-----------------------------|--|
| Service Definition | Adult Day Health Services are furnished four or more hours per day, but less than 24-hours of care, on a regularly scheduled basis, for one or more days per week, or as specified in the plan of service, for functionally and cognitively impaired elderly persons in a non-institutional, community-based setting. This service shall be provided through a structured program of social and rehabilitative, and/or maintenance services encompassing health, social, and rehabilitative services needed to ensure the optimal functioning of the individual. Physical, occupational and speech therapies may be furnished as component parts of this service. |
| | Meals provided as part of these services shall not constitute a "full nutritional regimen" (three meals per day). Transportation between the participant's residence and the Adult Day Health Service center is provided when it is a standard component of the service. Not all Adult Day Health Service centers offer transportation to and from their facility. Additionally, some of those that offer transportation only offer this service in a specific area. When the center offers transportation, it is a component part of the Adult Day Health Service. If the center does not offer transportation, or does not offer it to the participant's residence, the waiver agency (AAA 1-B) may separately authorize transportation to and from the Adult Day Health Service center. |
| Service Code | S5100, Day care services, adult, per 15 minutes S5101, Day care services, adult, per half day - (one unit/day) S5102, Day care services, adult, per diem - (one unit/day) |
| Unit | S5100 = 15 minutes S5101 = half day, as defined by AAA 1-B and provider S5102 = per diem |
| Service Delivery Options | Traditional/Agency-Based Self-Determination |

MINIMUM STANDARDS

Each Direct Service Provider must have written policies and procedures compatible with the "General Operating Standards for Waiver Agencies and Contracted Direct Service Providers," and minimally, Section B of the



"General Operating Standards for MIChoice Waiver Providers."

I. ELIGIBILITY CRITERIA

- A. Each vendor shall establish <u>written eligibility criteria</u> that includes, at a minimum, the following items:
 - 1. Participant must require regular and/or continual supervision in order to live in their own home or the home of a relative or primary caregiver.
 - 2. Participants with caregivers must require a substitute caregiver while their regular (primary) caregiver is at work, in need of respite relief, or otherwise unavailable.
 - 3. Participants must have difficulty or be unable to perform, without assistance, activities of daily living (ADLs).
 - 4. Participants must be capable of leaving their residence with assistance in order to receive service.
 - 5. Participants would benefit and are in need of intervention in the form of enrichment and opportunities for social activities in order to prevent and/or postpone deterioration that would likely lead to institutionalization.
- B. A referral from AAA 1-B for a participant in one of the AAA 1-B service programs <u>shall replace any screening or assessment activities</u> performed for other program participants. The vendor shall accept copies of the MI Choice assessment and service plan to eliminate duplicate assessment and service planning activities.

II. CARE PLAN

- A. A care plan shall be developed for each individual admitted to an ADHS program which is: 1) <u>participant specific</u>; 2) <u>measurable</u>; and 3) <u>time limited</u>. The care plan must be developed in cooperation with, and be approved by, the participant, the participant's guardian, or designated representative. The care plan shall contain, at a minimum:
 - 1. A statement of the participant's problems, needs, strengths and resources.



- 2. A statement of the long and short term goals and objectives for meeting identified needs.
- 3. A description of methods and/or approaches to be used in addressing needs.
- 4. Identification of basic and optional program services to be provided.
- 5. Treatment orders of qualified health professionals, when applicable.
- 6. A statement of medications being taken while in the program.
- B. Each ADHS program shall have a <u>written policy/procedure</u> to govern the development, implementation, and management of care plans. Each participant is to be reassessed every <u>three months</u> to determine the results of implementation of the care plan. If observation indicates a change in participant status, a reassessment may be necessary before three months have passed.
 - 1. Written care plans for each ADHS participant must be in place within ten working days after the participant's admission.
 - 2. Three month reassessments must be documented with date and signature of reviewer on the care plan.
 - 3. The participant, families/caregivers, and other service providers shall have the opportunity to contribute to the development and implementation of the care plan.
 - 4. The care plan should be signed and dated by all staff/health care contributors. A care conference sign-in sheet will suffice for other contributors.
 - 5. The needs of the caregiver should also be referenced as appropriate.
 - 6. Care plans are specific to the services provided to participants at the ADHS center.



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III. PARTICIPANT FILES

- A. Each vendor shall maintain comprehensive and complete files for each participant that include, at a minimum:
 - 1. Details of the participant's referral to the ADHS program.
 - 2. Intake records.
 - 3. Pertinent medical, social, and/or functional participant information as necessary to the proper delivery of the requested service.
 - Assessment of individual need or copy of assessment (and re-assessment) from referring program (CSS Assessment/ Re-assessment).
 - 5. CSS Authorization Form.
 - 6. CSS Plan of Care Service Order (POCSO).
 - 7. Care Plan (with notation of any reassessment revisions every three months).
 - 8. Listing of participant contacts.
 - 9. A description of the provided service, including the number of units and cost per unit, as applicable.
 - 10. The date(s) of service provision (sign-in sheet; time-in/time-out/total hours).
 - 11. The total cost of service provided.
 - 12. Progress notes in response to observations (at least monthly):
 - a. Progress notes shall be written regularly in order to reflect changes in the participant's status and progress made toward the goals established by the care plan.
 - b. Treatment notes and records of significant events must be written in compliance with professional standards.



- c. An interdisciplinary progress note must be written at the time of the care conference. This note must reflect the participant's progress toward goals from the perspectives of all disciplines.
- d. Progress notes should be signed and dated by the subscriber.
- 13. Notation of all medications taken by the participant on premises, including:
 - a. Name of medication
 - b. Dosage
 - c. Date and time of administration
 - d. Initials of staff person who assisted with administration
 - e. Comments
- 14. Notation of basic and optional services provided to the participant.
- 15. Notation of any and all release of information about the participant.
- 16. Signed standard release of information form.
- 17. Date and reason for discharge (for terminated participants).
- 18. A description of accidents or illnesses occurring while the participant is at the ADHS facility, or participating in an off-site sponsored activity. The records should state the date, time, and condition under which the incident occurred and the action taken.
- B. Each vendor shall use a **standard release of information** form that is time-limited and specific as to the released information.
- C. Each vendor shall keep all participant files confidential in controlled access files.

IV. BASIC PROGRAM SERVICES

A. Each vendor shall provide directly, or arrange for the provision of, the following services. If the program arranges for provision of any service at a place other than program operated facilities, a written agreement specifying supervision requirements and responsibilities shall be in place. For MIChoice participants, the AAA 1-B shall provide support coordination.



- 1. Transportation/Specialized Transportation (directly provided or arranged see ADHS definition).
- 2. Personal Care
- 3. Nutrition: One hot meal per eight-hour day, which provides one-third of the Recommended Daily Allowances (RDA) and follows the meal pattern of the General Requirements for Nutrition Programs (see page I.D-60 of the RFP). For more information on these standards, please contact the AAA 1-B Nutrition Contracts Manager, with additional reference available at <u>www.healthierus.gov/dietary</u> <u>guidelines.</u> Participants in attendance from eight to fourteen hours per day shall receive an additional meal in order to meet a combined two-thirds of the recommended daily allowance.
 - a. Participants receiving a modified diet shall have a written physician's order to that effect.
 - b. Modified diets menus should be provided where feasible and appropriate, which take into consideration participant choice, health, religious, and ethnic diet preferences.
 - c. The vendor shall acquire meals from a congregate meal provider where possible and feasible. If the ADHS center is receiving meals from a non AAA 1-B nutrition services provider, see Policy on Provision of Contracted Meals to Adult Day Health Service Centers (page D-24).
 - d. The vendor is required to assess and document the nutritional needs of the participant quarterly and provide this information to the nutrition contractor as requested, (i.e. at least annually or more frequently if changes are noted).
- 4. Recreation: Consisting of planned activities suited to the needs of the participant and designed to encourage physical exercise, to maintain or restore abilities and skill, to encourage reality orientation (where appropriate), to prevent deterioration; and to stimulate social interaction.



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V. OPTIONAL SERVICES

- A. Each vendor may provide directly, or arrange for the provision of the following optional services. If the vendor arranges for provision of any service at a place other than program operated facilities, a written agreement specifying supervision requirements and responsibilities shall be in place.
 - Rehabilitative Physical, occupational, speech, and hearing therapies provided under order from a physician by licensed practitioners
 - Medical Support Laboratory, x-ray, or pharmaceutical services provided under order from a physician by licensed professionals
 - Services within the scope of the Nursing Practice Act (PA 369 of 1978)
 - Dental Under the direction of a dentist
 - Podiatric Provided or arranged for under the direction of a physician
 - Ophthalmologic Provided or arranged for under the direction of an ophthalmologist
 - Health counseling
 - Shopping assistance/escort

VI. <u>MEDICATIONS</u>

- A. Each vendor shall establish <u>written policies and procedures</u> (reviewed and approved by a consulting Pharmacist, Physician, or Registered Nurse) that govern the assistance given by staff to AAA 1-B participants taking their own medications while participating in the program. These policies and procedures must address, at a minimum:
 - 1. Staff authorized to assist AAA 1-B participants with taking their own prescribed or non-prescription medications, and under what conditions such assistance may take place (volunteers shall not assist participants, in any way, in taking either prescription or over



the counter medications).

- 2. A review of the type of medication taken and its impact upon the participant.
- 3. Verification of medication regimen including prescriptions and dosages.
- 4. Maintaining all medications in their original, labeled containers.
- 5. Proper and *secure* storage of medications belonging to, and brought in by the AAA 1-B participants.
- 6. Disposal of unused medications for AAA 1-B participants that no longer participate in the program.
- 7. Instructions for entering medication information in participant's files, including times and frequency of assistance.
- 8. A clear statement of the AAA 1-B participant's (and/or persons responsible for the AAA 1-B participant) responsibility regarding the program's procedures and responsibilities to assist with self-medication.
- 9. Written consent from the participant, or participant's representative to assist in taking medications.
- 10. Procedures for medication set up.
- 11. Training of staff to assist participants in taking medications. Evidence of such training shall be documented and detailed in the employee's personnel file.
- B. In addition, the <u>ADHS program's</u> written medication procedures shall include:
 - 1. Procedures for observing, recording, and reporting to the physician and AAA 1-B Care Manager any reactions or effects of medications.
 - 2. A statement or verification that agency or facility staff providing medication services document when they observe the participant taking their medications and notify their supervisor, and ultimately



the AAA 1-B Care Manager, if the participant does not take their medications as prescribed.

- 3. If unlicensed staff are allowed to assist participants in self administration of medications, the staff must have successfully completed a training program which includes:
 - Relevant consumer rights and responsibilities
 - Job responsibilities
 - Limitations of reminding versus administration
 - Periodic demonstration of safe practice (minimum every two years). Evidence of such training shall be documented and detailed in the employee's personnel file.
- 4. Unlicensed staff performing medication services for the ADHS provider do not perform such activities as eye drops, injections, or any decisions regarding medication administration.
- 5. If agency or facility staff are administering medications, the medication policy must include a provision to maintain a written prescription in the participant's record signed by an authorized prescriber (i.e., physician, nurse practitioner).
- 6. All staff must use the **7** "**Rs**" when providing medication assistance: right person; right medication(s); right dose; right time; right route; right documentation; and right reason.

VII. DISCHARGE PROCEDURES

- A. Each vendor shall establish a <u>written policy and procedure</u> for discharging individuals from the program that includes, at a minimum, one or more of the following:
 - 1. The participant's desire to discontinue attendance.
 - 2. Improvement in the participant's status indicating they no longer meet eligibility requirements.
 - 3. An increase in the availability of informal caregiver support (from family and/or friends).
 - 4. Permanent institutionalization of the participant.



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- 5. The program is unable to continue to serve the participant and a referral to another provider is not possible.
- 6. The vendor shall document in the participant's file the date and reason for discharge for those participants whose ADH services are terminated.

VIII. PERSONNEL

- A. Each vendor shall employ a full-time program director with a minimum of a bachelor's degree in a health or human services field, or be a qualified health professional.
- B. The vendor shall continually provide support staff at a ratio of no less than one staff person for every ten participants.
- C. Dementia Specific ADHS centers shall have a minimum staff/ volunteer/ student to participant ratio of 1:4. At least one staff shall be on site at all times when participants are in attendance.
- D. The vendor may only provide health support services under the supervision of a registered nurse.
- E. It is required that personal care staff and volunteers have an annual twostep Mantoux TB test and/or chest x-ray with results documented in the employee personnel file.
- F. If the program acquires either required or optional services from other individuals or organizations, the vendor shall maintain a written agreement that clearly specifies the terms of the arrangement between the vendor and the other individual or organization.
- G. Programs subcontracting either required or optional services to other individuals or organizations must have prior written approval of the AAA 1-B.

IX. PERSONNEL ORIENTATION

A. The vendor shall have a formal staff development program, and require all program staff and volunteers to complete an initial orientation program that includes, in addition to the topics specified in the General Requirements for all Service Programs, content in the following areas:



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- 1. An introduction to the program
- 2. Assessment and observation skills
- 3. Maintaining participant and program records and files
- 4. Basic first-aid
- 5. The Aging Network
- 5. The aging process
- 6. Emergency response procedures
- 7. Working with disabled individuals
- 8. Ethics, specifically:
 - a. Acceptable work ethics;
 - b. Honoring the participant's dignity
 - c. Respect of the participant and their property; and
 - d. Prevention of theft of the participant's belongings.
- B. Employers shall maintain records detailing dates of training and topics covered in employee personnel files.

X. <u>PERSONNEL TRAINING</u>

- A. The vendor shall require staff to attend in-service training at <u>least twice</u> <u>each year</u>. The vendor shall design this training specifically to increase staff knowledge and understanding of the ADHS program, participants, and aging process issues to improve staff skills at tasks performed in the provision of service.
- B. Issues addressed under the aging process may include, though are not limited to:
 - 1. Cultural diversity
 - 2. Dementia
 - 3. Cognitive impairment
 - 4. Mental illness



- 5. Abuse, neglect and exploitation
- C. The vendor shall maintain records which identify the dates of training, topics covered, and the persons attending the training.

XI. TRANSPORTATION

- A. The vendor should provide or help make arrangements for transportation. See minimum standard for transportation requirements for DSP ADHS vendors (page D-1).
- B. If the vendor operates its own vehicles for transporting participants to and from the program site, the vendor shall meet the following transportation minimum standards:
 - 1. Each program should develop written standards regarding criteria for safe driving records of persons responsible for providing transportation.
 - 2. All persons responsible for transporting participants shall have a valid driver's license or chauffeur's license, as required by the Michigan Secretary of State; a safe driving record with not more than three points; and training with valid certification in first-aid and CPR.
 - 3. All drivers and vehicles shall be appropriately licensed and inspected as required by the Secretary of State and all vehicles used shall be covered by liability insurance.
 - 4. All paid drivers shall be physically capable and willing to assist persons requiring help to get in and out of vehicles and buildings. Such assistance shall be available unless expressly prohibited by either a labor contract or an insurance policy.
 - 5. All paid drivers shall be trained to cope with medical emergencies unless expressly prohibited by a labor contract.
 - 6. Each program shall operate in compliance with state seat belt law P.A. 1 of 1985 regarding seat belt usage. The ADHS provider maintains a seat belting protocol and guidelines or outline for driver training that includes how drivers ensure that participants are properly restrained.



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- Note: Use of front seatbelts is required by state law. In addition, passengers riding in the back seat of an automobile shall be belted.
- 7. Programs transporting participants riding in wheelchairs must ensure the chair is belted into the van/bus and the participant is belted into the chair. (Both types of restraints are required.) Agencies transporting participants in vehicles that do not include shoulder belts to keep participants in the chair, should contact the AAA 1-B Care Manager to discuss options for obtaining a seat belt that can be connected directly to the wheelchair.
- 8. The ADHS provider ensures that specific participant emergency information is carried in each vehicle providing transportation for ADHS program participants transported to and from the ADHS program or on field trips. This emergency information must include person(s) to be contacted in case of an emergency; the participants' hospital affiliation; and any medical data that should be available for such diagnoses as diabetics, epilepsy, etc.

XII. <u>EMERGENCY PROCEDURES</u>

- A. Each vendor shall have first-aid supplies available at the program site. The vendor shall have a staff person knowledgeable in first-aid procedures, including CPR, present at all times when participants are at the program site.
- B. Each vendor shall post procedures to follow in emergencies (fire, severe weather, etc.) in each room of the program site. Vendors shall conduct practice drills of emergency procedures once every six months. The program shall maintain a record of all practice drills.
- C. Each ADHS program is encouraged to have written emergency management procedures which are coordinated with the local Emergency Operation Center (EOC) to ensure protection and/or evacuation of frail disabled participants and service delivery workers in the event of an official disaster, a weather related crisis, or a hazardous environmental condition.
- D. Each ADHS center shall demonstrate and/or document that it is in compliance with:



- 1. Barrier-free design specifications of Michigan and local building codes
- 2. Fire safety standards
- 3. Michigan Food Code
- 4. Applicable Michigan and local public health codes

XIII. FACILITY FURNISHINGS/STANDARDS

- A. Each ADHS center shall have the following furnishings:
 - 1. At least one straight back or sturdy folding chair for each participant and staff person;
 - 2. Lounge chairs and/or day beds as needed for naps and rest periods;
 - 3. Storage space for each participant's personal belongings;
 - 4. Tables for both ambulatory and non-ambulatory participants;
 - 5. A telephone accessible to all participants; and
 - 6. Special equipment as needed to assist handicapped individuals.
- B. The vendor shall maintain all equipment and furnishings used during program activities or by program participants in safe and functional condition.

XIV. LIMITATIONS

- A. Participants cannot receive Community Living supports while at the Adult Day Health Service facility. Payment for Adult Day Health Services includes all services provided while at the facility. Community Living Supports may be used in conjunction with Adult Day Health Services, but cannot be provided at the exact same time.
- B. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services.



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PERSONAL CARE SERVICES FOR ADHS

Services which enable a participant to achieve optimal function with Activities of Daily Living (ADLs) and Instrumental Activities of Daily Living (IADLs). Unskilled and non-specialized Personal Care (PC) service activities essential to the care of the participant to assist aged, blind, disabled, and other functionally limited individuals with necessary daily activities which cannot be performed without assistance.

- PC <u>DOES NOT</u> include specific health oriented services, which would require the services of a certified nursing assistant who is supervised by a licensed Registered Nurse.
- The following policy shall be used for Personal Care (PC) standards with Adult Day Health Service (ADHS).

I. MINIMUM STANDARDS FOR PERSONAL CARE FOR ADHS

- A. AAA 1-B contracted comprehensive care (Dementia) ADHS providers who are also in the AAA 1-B DSP pool will use the AAA 1-B Community Support Services (CSS) assessment and authorization.
- B. A registered nurse licensed to practice nursing in the State of Michigan shall furnish supervision of personal care workers. At the state's discretion, other qualified individuals may supervise personal care providers. Each ADHS program shall assure that staff are supervised by a qualified professional who is available during the hours that staff are providing PC services.
- C. The Vendor/Supervisor must train each worker to properly perform each task required for each participant the worker serves. The supervisor must approve tasks each worker performs. The Michigan Department of community Health (MDCH) strongly recommends the completion of a recognized nurse's aide training course by each worker.
- D. Vendors must develop in-service training plans for personal care workers that include the following topics in addition to those required under the general operating standards:
 - 1. Safety
 - 2. Sanitation
 - 3. Body mechanics
 - 4. Universal precautions



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- 5. Household management
- 6. Food preparation, including safe/sanitary food handling procedures
- 7. Identifying and reporting abuse and neglect

II. BASIC PROGRAM REQUIREMENTS

- A. PC services are limited to the provision of or assistance with ADLs and IADLs. ADLs for an individual with a demonstrated need include:
 - 1. **Eating/Feeding** The process of getting food by any means from the receptacle (plate, cups, glass) into the body. This activity describes the process of eating after food is placed in front of an individual.
 - 2. **Toileting** The process of getting to and from the toilet room for elimination of feces and urine, transferring on and off the toilet, cleansing self after elimination, and adjusting clothes.
 - 3. **Bathing** The process of washing the body or body parts, including getting to or obtaining the bathing water and/or equipment whether this is in the shower or tub.
 - 4. **Grooming** The activities associated with maintaining personal hygiene and keeping one's appearance neat, including care of teeth, hair, nails, skin, etc.
 - 5. **Dressing** The process of putting on, fastening, and taking off all items of clothing, braces, and artificial limbs that are worn daily by the individual including obtaining and replacing the items from their storage area in the immediate environment.
 - 6. **Transferring** The process of moving horizontally and/or vertically between the bed, chair, wheelchair and/or stretcher.
 - 7. **Ambulation** The process of moving about on foot or by means of a device with wheels.
- B. IADL's for an individual with demonstrated need involve the provision of household services essential to the participant's health and comfort in the home and include:
 - 1. Meal Preparation: Activities associated with planning, preparing and



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serving regular meals and cleaning up.

- 2. Taking Medications: the ability to remind a participant to take prescription (when ordered by a physician) or non-prescription medication at a scheduled time and dose.
- **Note:** PC services **DO NOT** include medical services, services provided to persons other than the participant, or money management.
- C. Personal Care Supervision (PCS) includes cueing, reminding, prompting, or directing with the following participant activities of eating, bathing, dressing, caring for personal hygiene, routine exercise, or other ADL's.

III. PARTICIPANT RECORDS

Participant records must contain documentation of PC work performed by each worker. The worker or the supervisor must sign this documentation.

IV. <u>PERSONNEL</u>

- A. A qualified professional (see Operating Standards in Section C of this manual for allowable supervisor) must supervise all staff performing personal care activities and conduct at least one supervisory review per year with each worker. Documentation of supervisor review must include:
 - 1. Date of supervisory review
 - 2. Place of supervision
 - 3. Participant name
 - 4. Name of worker
 - 5. Skills/tasks observed and level of competence
 - 6. Signature of supervisor
- B. Personnel care staff shall receive a minimum of two in-service trainings per year.
- C. Workers shall be trained for each task to be performed. The supervisor shall approve tasks to be performed by each worker.
- D. Workers shall report any change in a participant's condition to their supervisor promptly, and any significant changes to the AAA 1-B care manager as per the Operating Standards in Section C.



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V. <u>GENERAL POLICY REQUIREMENTS</u>

A. **<u>CLOTHING</u>**

- 1. Families may send in a separate set of clean clothes and bathrobe to be kept at the ADHS center site.
- 2. Families may send in clean clothes on the participant, and provide an extra pair of undergarments and bathrobe.
- 3. Families may send in another set of clean clothes and bathrobe the day of their bathing service.
- 4. All items of personal clothing must be marked with participant's name.
- 5. A participant's dirty clothes will be sent home the same day of his/her bath/shower.

B. ACCESSORIES

- 1. Center shall provide standard shampoo and mild liquid soap, such as lvory or Dove.
- 2. Families may send special shampoo and soaps.
- 3. Hair dryer shall be available to dry participant's hair after bathing/shampooing.

C. <u>SAFETY</u>

- 1. A shower seat attached to the wall of the shower that folds up onto the wall is highly recommended.
- 2. If no shower seat, an aluminum shower chair or plastic/PVC tubing chair is required.
- 3. Grab bars shall be installed in bathroom area according to the American National Standard Codes. Grab bars should be placed by the toilet, tub, and shower area. They are also useful where people dry themselves. Grab bars should be installed on walls reinforced with 2 x 4s or 2 x 2s running horizontally between wall



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studs. The American National Standard Codes suggest two horizontal sidewall grab bars, 24 inches in length, one placed at 33-36 inches above the floor and the other 9 inches above the tub rim.

- 4. Slip resistant tile in the shower is recommended. Shower area shall be kept dry. Mats inside and outside of shower to prevent falls shall be used.
- 5. A call light, phone, or other type of call system is recommended in the bathroom to alert other staff in cases of emergencies that might occur while showering/bathing a participant.

D. BATHING PROCEDURES

- 1. Water temperature of shower shall not exceed 105-120 degrees Fahrenheit.
- 2. Identify the participant to be bathed. Be sure to call the participant by name and introduce yourself (as appropriate).
- 3. Explain the procedure to the participant. If the participant has a fear of bathing/showering, work by redirection and/or any other means to make the beginning of this experience as enjoyable as possible.
- 4. Wash your hands.
- 5. Collect the following items:
 - a) Soap/shampoo
 - b) Washcloth
 - c) Two bath towels
 - d) Clean change of clothing
 - e) Deodorant or antiperspirant
 - f) Other toiletries as requested/required
- 6. Place all necessary items in the bathroom in the space provided or on a chair.
- 7. Place a rubber bath mat in the tub (if not already present), or on the shower floor area (be sure not to block drain).



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- 8. Place a clean non-skid mat on the floor in front of the tub/shower area.
- 9. Provide for privacy.
- 10. If bathing, fill the tub halfway with water. Water temperature should be approx. 105 degrees (41 degrees C) but no more than 120°. Be sure to test water temperature prior to entry. The ADHS center should be provided with a safety device at the main source of water supply that regulates temperature; however, it is the responsibility of the staff performing the task to make that "SELF TEST" prior to participant's entry into the water.
- 11. Practice Universal Precautions (i.e., gloves, mask, plastic outer covering, etc.) as needed.
- 12. Encourage the participant to use the toilet.
- 13. Have a secure chair with arm supports available for dressing and undressing. Help the participant remove their clothing. Cover participant with bath towels, robe or the like to keep them from becoming chilled.
- 14. Help the participant to the bathing area, always being sure that the floor surface is dry and clear.
- 15. Have the participant hold on to one of the required "Grab-Bars" installed in the bathtub/shower area before allowing them entry into the water. At the same time, maintain a firm hold on the participant during the transfer process. If necessary, or requested, use a transfer belt and ask for additional help.
- 16. No participant should be in a tub of water or shower longer than 20 minutes.
- 17. Never leave the bathing area when the participant is in the water.
- 18. Help the participant with his/her bathing/showering requirements. In order to be completely cleaned in a shower chair, it may be necessary if possible, to have participant stand for a short period of time during the shower. Make sure the participant has a secure hold on the "Grab-Bars" and you have a secure hold on the



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participant. If necessary a shower can be accomplished with a transfer belt on. If standing is not possible, help the participant in leaning from side to side so a complete washing is ensured. Be sure to maintain their personal rights at all times. This is to include, but not be limited to: language, touch, and/or any other actions that could be deemed as degrading to the participant.

- 19. The participant should be treated with the utmost respect at all times. In doing so, it is required that the staff performing the task of bathing/showering or any other personal service, maintain a conversation during said task unless the participant prefers not to talk. Eye to eye contact shall be maintained as often as possible.
- 20. After a complete and thorough washing and rinsing, assist the participant to their feet in the tub. Once the participant has his/her footing, and has a firm grip on the required "Grab-Bars" installed in the bathtub/shower area, assist him/her with exiting. If necessary, use a transfer belt or ask for assistance.
- 21. Have the participant sit in the chair, wrap them in a towel or robe and allow them to adjust to the change of temperature and setting. Place a towel over their head; however, be sure not to cover up their entire face.
- 22. Help the participant dry off, pat gently.
- 23. Help the participant put on a clean set of clothing.
- 24. Give other grooming (as needed). Shaving only to be done with participant's own electric shaver. No razors are to be used on AAA 1-B participants.
- 25. No toenail or fingernail clipping is to be done on AAA 1-B participants by ADHS staff. This service can only be performed by a podiatrist at the ADHS Center. If the ADHS Center has podiatry service available, the participant or the participant's caregiver will have to approve this service and will be billed separately for this charge.
- 26. Assist the participant back to the main area of activity and be sure to compliment them on how nice they look.



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- 27. Clean the tub/shower (solution of 10 parts water to 1 part bleach). Remove soiled items. Wash linens. Discard disposables.
- 28. Wash your hands.
- 29. Cite observations on the participant/worker log sheet which indicate (at minimum):
 - a) The condition of the participant's skin
 - b) The amount of assistance needed
 - c) How well the procedure was tolerated
 - d) Any other concerns you may have (if appropriate)



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ADULT DAY HEALTH SERVICE TITLE III - C MEALS

The following policy shall be used for Title III-C contracted nutrition programs that provide meals for ADHS centers.

I. <u>AAA 1-B CONTRACTED ADULT DAY HEALTH SERVICE CENTERS</u>

- A. Contracted meals shall be provided to eligible persons and volunteers when requested by AAA 1-B contracted ADHS centers.
- B. Eligible persons are defined as any person age 60 or older and not receiving AAA 1-B DSP or MI Choice funded ADHS services.
- C. The meals are to be classified as congregate meals, however each recipient shall be assessed and reassessed for nutritional need, according to the AAA 1-B ADHS Service Standards. Meals provided to eligible persons and volunteers will receive Nutrition Services Incentive Program (NSIP) reimbursement.

Note: Persons under the age of 60 (and persons 18 years of age and older and disabled) may be considered a volunteer if they offer their assistance during meal time.

- D. Documentation for meals provided to eligible persons and volunteers must follow congregate meal documentation requirements.
- E. The ADHS center must maintain a donation system for contracted meals provided to eligible persons by the nutrition provider. A donation system is required by federal and state guidelines. Donations received for the meals will be submitted regularly to the nutrition provider. AHDS centers that receive meals must provide the nutrition contractor with the suggested minimum donation for all meals received.
- F. The ADHS center shall reimburse the nutrition provider for the total cost of the meal when meals are **ordered but not served** to eligible persons and volunteers. Meals that are not served will NOT be reimbursed under the contract.
- G. If there is a repeated pattern of a high number of meals ordered but not served, the AAA 1-B may meet with the ADHS center and the Nutrition provider to determine methods to minimize waste and address cost issues.



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- H. Additional meals served to eligible participants must follow the AAA 1-B "Congregate Meals: Optional Meal Guidelines" including:
 - 1. Second meals may be offered when:
 - a. On-site special events occur;
 - b. Participant request a meal four hours before or after the lunch meal is served (i.e., breakfast or dinner meal); or
 - c. There are excess meals due to unusual or unpredictable circumstances (e.g., weather related travel advisory, power failure).
 - 2. Participant documentation for the additional congregate meal must be recorded on a separate sign in sheet and labeled as a second congregate meal. These meals are to be reported through NAPIS following standard procedures.
- I. Persons not eligible for congregate meal service may receive meals from a contract nutrition provider at a rate negotiated between the ADHS center and nutrition provider. This negotiated rate shall not exceed the total cost of the meal as indicated on the AAA 1-B approved contract budget. These meals will not be reimbursed under the contract and will not be considered for NSIP reimbursement.
- J. The AAA 1-B requires all negotiations for OAA Title III-C meals between the ADHS center and the nutrition provider be documented in writing and submitted to the AAA 1-B Program Manager for approval. (See OAA Title III-C Nutrition Standards on page I.D-65 RFP.
- K. Any intent to change meal providers must be submitted in writing to the AAA 1-B Program Manager for approval.
- L. If an ADHS Program chooses to receive meals from a non-OAA Title III-C meal provider, the ADHS Program must submit a written request to the AAA 1-B Program Manager for review and approval prior to meals being provided.



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II. OTHER NON-PROFIT ADHS CENTERS

- A. OAA Title III-C meals may be provided to eligible persons and volunteers when requested by ADHS centers incorporated as a non-profit.
- B. Eligible persons are defined as any person age sixty or older and not receiving AAA 1-B DSP or MI Choice funded ADHS services.
- C. The meals will be classified as congregate, and each recipient shall be assessed and reassessed for nutritional need according to the AAA 1-B ADHS Service Standards. Meals served to eligible persons and volunteers will be counted for NSIP reimbursement.
- D. Documentation for meals provided to eligible persons and volunteers must follow congregate meal documentation requirements.
- E. The ADHS center must provide the Title III-C nutrition provider with the suggested minimum donation for each meal served to eligible persons and volunteers.
- F. The ADHS center shall reimburse the Title III -C nutrition provider for the total cost of the meal when meals are **ordered but not served** to eligible persons and volunteers.
- G. If there is a repeated pattern of a high number of meals ordered but not served, the AAA 1-B may meet with the ADHS Program and the nutrition provider to determine methods to minimize waste and address cost issues.
- H. Additional meals served to eligible participants must follow the AAA 1-B "Congregate Meals: Optional Meal Guidelines" per nutrition service program.
- I. Persons not eligible for an OAA Title III-C meal may receive meals from an OAA Title III-C nutrition provider at a rate negotiated between the ADHS center and nutrition provider. This negotiated rate shall not exceed the actual cost of the meals as indicated on the nutrition providers approved budget. These meals shall not be reimbursed by OAA Title III-C and shall not be considered for NSIP reimbursement.
- J. The AAA 1-B requires all negotiations for OAA Title III-C meals between the ADHS center and the Title III-C nutrition provider be documented in



| D. Service Standards – Adult Day Health Service Title III-C Meals | |
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writing and submitted to the AAA 1-B Program Manager for approval. (See nutrition standards beginning on page I.D-60 of the RFP.)

- K. Any intent to change meal providers must be submitted in writing to the AAA 1-B Program Manager for approval.
- L. If an ADHS Program chooses to receive meals from a non OAA Title III-C provider, the ADHS Program must submit a written request to the AAA 1-B Program Manager for review and approval prior to meals being provided. (See OAA Title III-C Nutrition Standards).

III. OTHER FOR-PROFIT ADHS CENTERS

- A. AAA 1-B contracted meals may <u>NOT</u> be provided to for-profit ADHS centers unless approved by the AAA 1-B. Nutrition providers may negotiate for private pay or other available funding with a for-profit center to provide meals, however, the meals must be completely separate from the meals reported to the AAA 1-B. Records must be maintained, which demonstrate a complete separation of cost for food, labor, and administrative costs associated with these meals.
- B. The provision of private pay or other available funded meals shall not take priority over meals provided under the AAA 1-B contract.
- C. These meals cannot be reported under the AAA 1-B contract and cannot be counted for NSIP reimbursement. NSIP commodities cannot be used to prepare these meals.
- D. AAA 1-B requires all negotiations for OAA Title III-C meals between the ADHS center and the Title III-C nutrition provider be documented in writing and submitted to the AAA 1-B Program Manager for approval. (See OAA Title III-C Nutrition Standards on page I.D-60 of the RFP.)



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D. Service Standards – Chore Services

Issue Date: 3/27/07

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| Service Name | Chore Services |
|-----------------------------|--|
| Service Definition | Services needed to maintain the home in a clean, sanitary, and safe environment. This service includes heavy household chores such as washing floors, windows, and walls; tacking down loose rugs and tiles; and moving heavy items of furniture in order to provide safe entrance and exit to the home. This service also includes yard maintenance (mowing, raking, and clearing hazardous debris such as fallen branches and trees) and snow plowing to provide safe access outside of the home. These services will be provided only in cases where neither the individual, nor anyone else in the household, is capable of performing or financially providing for them, and where no other relative, caregiver, landlord, community/volunteer agency, or third party payer is capable of or responsible for their provision. In the case of rental property, the responsibility of the landlord, pursuant to the lease agreement, will be examined prior to any authorization of service. |
| Service Code | S5120, Chore services, per 15 minutes S5121, Chore services, per diem |
| Units | S5120 = 15 minutes S5121 = Per diem |
| Service Delivery Options | ☑ Traditional/Agency-Based ☑ Self-Determination |

I. MINIMUM STANDARDS FOR TRADITIONAL SERVICE DELIVERY

A. Allowable chore activities include, but are not limited to, the following:

- 1. Replacing fuses, light bulbs, electric plugs and frayed cords
- 2. Replacing door locks and window catches
- 3. Replacing or repairing pipes
- 4. Replacing faucet washers or faucets
- 5. Installing safety equipment
- 6. Installing screens and storm windows
- 7. Installing weather stripping around doors
- 8. Caulking windows
- 9. Repairing furniture
- 10. Installing window shades and curtain rods
- 11. Cleaning appliances
- 12. Cleaning and securing carpets and rugs



D. Service Standards – Chore Services

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- 13. Washing walls and windows, scrubbing floors
- 14. Cleaning attics and basements to remove health hazards
- 15. Pest control
- 16. Grass cutting and leaf raking
- 17. Cleaning walkways of ice, snow, and leaves
- 18. Trimming overhanging tree branches
- 19. Moving heavy item
- 20. Tacking loose rugs or tiles
- B. Only properly licensed suppliers may provide pest control services.
- C. Waiver funds used to pay for chore services may include materials and disposable supplies used to complete the chore task. May also use waiver funds to purchase or rent the equipment or tools used to perform chore tasks.
- D. Each waiver agent must develop working relationships with the Home Repair and Weatherization service providers, as available in their program area to ensure effective coordination of efforts.

II. MINIMUM STANDARDS FOR SELF-DETERMINATION SERVICE DELIVERY

- A. Each chore provider must comply with the AAA 1-B DSP General Operating Standards.
- B. Providers must have previous relevant training and/or experience for the tasks specified and authorized in the plan of care.
- C. The Waiver agent must deem the chosen provider capable of performing the required tasks.

LIMITATIONS

- 1. Where applicable, the participant must use Medicaid state plan, Medicare, or other available payers first.
- 2. The participant's preference for a certain provider or agency is not ground for declining another payer in order to access waiver services.



D. Service Standards

Community Living Program Services

Issue Date: 4-1-11

Rev Date: 10/1/13

| Service Name | Community Living Program Services* |
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| Service Definition | Community Living Program Services (CLPS) promote an individual's health, safety, independence and reasonable participation in the community. CLPS can be provided in the participant's residence or in community settings as necessary in order to meet support and service needs sufficient to address nursing facility level of care needs. |
| Service Code | CLPS10, Comprehensive community support services, per 15 minutes |
| Units | 15 Minutes performing CLPS activities |
| Service Delivery | ☑ Traditional/Agency Based |
| Options | ☑ Self Determination |

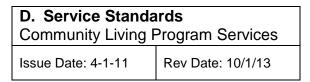
*Note: Community Living Program Services (CLPS) is not the same service as the AAA 1-B service definition for Community Living Support (CLS). CLPS is for non-Medicaid Waiver participants. CLS is for Medicaid Waiver participants only.

I. <u>MINIMUM STANDARDS</u>

- A. Assisting, reminding, cueing, observing, guiding and/or training in the following activities: 1) meal preparation; 2) laundry; 3) routine, seasonal and heavy household care maintenance; 4) activities of daily living such as bathing, eating, dressing, personal hygiene; and 5) shopping for food and other necessities of daily living.
- B. Assistance, support and/or guidance with such activities as: 1) money management; 2) non-medical care (not requiring RN or MD intervention); 3) social participation, relationship maintenance, and building community connections to reduce personal isolation; 4) transportation from the participant's residence to community activities, among community activities, and from the community activities back to the participant's residence; 5) participation in regular community activities incidental to meeting the individual's community living preferences; 6) attendance at medical appointments; and 7) acquiring or procuring goods and services necessary for home and community living, in response to needs that cannot otherwise be met.
- C. Reminding, cueing, observing and/or monitoring of medication administration.

Note: Medication reminders ("Med Minders") includes only verbally reminding the participant to take their medication, and not delivering or distribution of the medication. The Plan of Care Service Order (POCSO) in Harmony should be closely followed for directions on med minders.





Authorization for med minders is incorporated into CLPS at the rate of 1 unit = 2 med minders.

D. Provision of respite as required by the participant's caregiver. Respite care may also include chore, homemaking, home care assistance, home health aide, meal preparation and personal care services. When provided as a form of respite care, these services must also meet the requirements of that respective service category.

Note: Social/emotional support of participant may be offered in conjunction with assistance provided. Costs associated with room and board are not included.

- E. Minimum Standards for Agency Providers:
 - 1. Each program shall maintain linkages and develop referral protocols with each Community Living Consultant (CLC), CCS, CM, MI Choice Waiver and LTCC program operating in the project area.
 - 2. All workers performing Community Living Program Services shall be competency tested for each task to be performed. The supervisor must assure that each worker can competently and confidently perform every task assigned for each participant served. Completion of a certified nursing assistant (CNA) training course by each worker is strongly recommended.
 - 3. Community Living Program Services workers shall have previous relevant experience or training and skills in housekeeping, household management, good health practices, observation, reporting, and recording client information. Additionally, skill, knowledge, and/or experience with food preparation, safe food handling procedures, and identifying and reporting abuse and neglect are highly desirable.
 - 4. Semi-annual in-service training is required for all Community Living Program Services workers. Required topics include safety, sanitation, emergency procedures, body mechanics, universal precautions, and household management.



- 5. Community Living Program Services workers may perform higher-level, non-invasive tasks such as maintenance of catheters and feeding tubes, minor dressing changes, and wound care when individually trained by the supervising RN for each participant who requires such care. The supervising RN must assure each worker's confidence and competence in the performance of each task required.
- 6. When the CLPS provided to the participant include transportation described in B above, the following standards apply:
 - a. The Secretary of State must appropriately license all drivers and vehicles used for transportation. The provider must cover all vehicles used with liability insurance.
 - b. All paid drivers for transportation providers shall be physically capable and willing to assist persons requiring help to and from and to get in and out of vehicles.
- F. Minimum Standards for Individuals Employed by Participants:
 - 1. Individuals employed by program participants to provide Community Living Program Services shall be at least 18 years of age and have the ability to communicate effectively, both orally and in writing, to follow instructions, and be in good standing with the law as validated by a criminal background check conducted by the area agency on aging that is shared with the participant. Members of a participant's family (except for spouses) may provide Community Living Program Services to the participant. If providing transportation incidental to this service, the individual must possess a valid Michigan driver's license.
 - 2. Individuals employed by program participants shall be trained in first aid, cardiopulmonary resuscitation, and in universal precautions and blood-born pathogens. Training in cardiopulmonary resuscitation can be waived if providing services for a participant who has a "Do Not Resuscitate" (DNR) order. The supervisor must assure that each worker can competently and confidently perform every task assigned for each participant served.
 - 3. Individuals providing Community Living Program Services shall have previous relevant experience or training and skills in housekeeping, household management, good health practices, observation, reporting, and recording information. Additionally, skills, knowledge and/or experience with food preparation, safe food handling procedures, and reporting and identifying abuse and neglect are highly desirable.



- 4. Individuals providing Community Living Program Services shall be deemed capable of performing the required tasks by the respective program participant.
- 5. Individuals providing Community Living Program Services shall minimally comply with person centered principle requirement in minimum standards.



| D. Service Standards Community Living Supports | |
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| Service Name | Community Living Supports |
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| Service Definition | Community Living Supports (CLS) Services facilitate an individual's independence and promotes participation in the community. CLS can be provided in the participant's residence or in community settings. Community Living Supports include assistance to enable program participants to accomplish tasks that they would normally do for themselves if able. The services may be provided on an episodic or a continuing basis. The participant oversees and supervises individual providers on an ongoing basis when participating in self determination options. These services are provided only in cases when neither the participant nor anyone else in the household is capable of performing or financially paying for them, and where no other relative, caregiver, landlord, community/volunteer agency, or third party payer is capable of or responsible for their provision. When transportation incidental to the provision of the community living supports is included, it shall not also be authorized as a separate waiver service for the beneficiary. |
| Service Code | H2015 Comprehensive community support services, per 15 minutes H2016 Comprehensive community support services, per diem |
| Units | H2015 = 15 Minutes H2016 = Per diem |
| Service Delivery Options | Traditional/Agency Based Self Determination |

I. <u>MINIMUM STANDARDS for Traditional Service Delivery</u>

- A. Assisting, reminding, cueing, observing, guiding and/or training in the following activities: 1) meal preparation; 2) laundry; 3) routine, seasonal and heavy household care maintenance; 4) activities of daily living such as bathing, eating, dressing, personal hygiene; and 5) shopping for food and other necessities of daily living.
- B. Assistance, support and/or guidance with such activities as: 1) money management; 2) non-medical care (not requiring RN or MD intervention); 3) social participation, relationship maintenance, and building community connections to reduce personal isolation; 4) transportation (excluding to and from medical appointments) from the participant's residence to community activities, among community activities, and from the community activities back to the participant's residence; 5) participation in regular community activities incidental to meeting the individual's community living preferences;



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6) attendance at medical appointments; and 7) acquiring or procuring goods and services necessary for home and community living.

C. Reminding, cueing, observing and/or monitoring of medication administration.

Each direct service provider must have written policies and procedures compatible with the "General Operating Standards for Waiver Agencies and Contracted Direct Service Providers" and minimally, Section A of the "General Operating Standards for MI Choice Waiver Service Providers".

- D. Minimum Standards for Agency Providers:
 - Each program shall maintain linkages and develop referral protocols with each Community Living Consultation (CLC), CCS, CM, MI Choice Waiver and LTCC program operating in the project area. Each direct service provider must have written policies and procedures compatible with the "General Operating Standards for MI Choice Waiver Service Providers."
 - 2. The supervisor must assure that each worker can competently and confidently perform every task assigned for each participant served. MDCH strongly recommends each worker complete a certified nursing assistant (CNA) training course, first aid, and CPR training.
 - 3. Community Living Support Services workers shall have previous relevant experience or training and skills in housekeeping, household management, good health practices, observation, reporting, and recording client information. Additionally, knowledge regarding identifying and reporting abuse and neglect are highly desirable. When the service provided includes:
 - a) activities of daily living such as bathing, eating, dressing, and personal hygiene
 - b) staff assistance with preserving the health and safety of the individual in order that he/she may reside and be supported in the most integrated independent community setting
 - c) Training or assistance on activities that promote community participation, such as using public transportation, using libraries, or volunteer work
 - d) Dementia support, including but not limited to redirection reminding, modeling, socialization activities and activities that assist the participant as identified in the individual's personcentered plan
 - e) Observing and reporting to the supports coordinator any changes in the participant's condition and the home environment



| D. Service Standards Community Living Supports | |
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Staff must be supervised by a registered nurse (RN) licensed to practice nursing in the State. At the State's discretion, other qualified individuals may supervise CLS providers. For licensed residential settings, persons employed as facility owners or manager qualifies to provide this supervision. The direct care worker's supervisor shall be available to the worker at all times the worker is furnishing CLS services.

- 4. Semi-annual in-service training is required for all Community Living Support Services workers. Required topics include safety, sanitation, emergency procedures, body mechanics, universal precautions, and household management.
- 5. Community Living Support Services workers may perform higher-level, non-invasive tasks such as maintenance of catheters and feeding tubes, minor dressing changes, and wound care when individually trained by the supervising RN for each participant who requires such care. The supervising RN must assure each worker's confidence and competence in the performance of each task required.
- 6. When the CLS services provided to the participant include transportation described in B above, the following standards apply:
 - a. The Secretary of State must appropriately license all drivers and vehicles used for transportation. The provider must cover all vehicles used with liability insurance. Waiver agencies may not use waiver funds to purchase or lease vehicles for providing transportation services to waiver participants.
 - b. All paid drivers for transportation providers shall be physically capable and willing to assist persons requiring help to and from and to get in and out of vehicles. The provider shall offer such assistance unless expressly prohibited by either a labor contract or insurance policy. The provider shall train all paid drivers for transportation programs supported by MI Choice funds to cope with medical emergencies unless expressly prohibited by either a labor contract or insurance policy. All providers shall operate in compliance with seat belt usage law.
- 7. Member of a participant's family may provide CLS to the participant. However, waiver agencies shall not directly authorize MI Choice funds to pay for services furnished to a participant by that person's spouse.
- 8. Family members who provide CLS must meet the same standards as providers who are unrelated to the individual.



- 9. Each direct service provider who chooses to allow staff to assist participants with self medication shall establish written procedures that govern the assistance given by staff to participants with self medication. These procedures shall be reviewed by a consulting pharmacist, physician, or RN and shall include at a minimum:
 - a. The provider staff authorized to assist participants with taking their own prescription or over the counter medications and under what conditions such assistance may take place. This must include a review of the type of medication the participant takes and its impact upon the participant.
 - b. The participant shall maintain all medications in their original, labeled containers. Instructions for entering medication information in participant files.
 - c. A clear statement of the participant's and participant's family's responsibility regarding medications taken by the participant and the provision for informing the participant and the participant's family of the provider's procedures and responsibilities regarding assisted self administration of medications.
- 10. CLS providers may only administer medications in compliance with Michigan Administrative Rule 330.71d58:
 - a. A provider shall only administer medication at the order of a physician and in compliance with the provisions of section 719 of the ace, if applicable.
 - b. A provider shall assure that medication use conforms to federal standards and the standards of the medical community.
 - c. A provider shall not use medication as punishment, for the convenience of the staff, or as a substitute for other treatment.
 - d. A provider shall review the administration of a psychotropic medication periodically as set forth in the participant's individual plan of service and based upon the participant's clinical status.
 - e. If an individual cannot administer his or her own medication, a provider shall ensure that medication is administered by or under the supervision of personnel who are qualified and trained.
 - f. A provider shall record the administration of all medication in the recipient's clinical record.
 - g. A provider shall ensure that medication errors and adverse drug reactions are immediately and properly reported to a physician and recorded in the recipient's clinical record.



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II. Additional Standards for Participants Who Reside in Licensed Settings

- 1. CLS provided in a licensed setting includes only those services and supports that are in addition to and shall not replace usual and customary care furnished to residents in the licensed setting.
- 2. Documentation in the participant's record must clearly identify the participant's need for additional supports and services not covered by licensure.
- 3. The plan of service must clearly identify the portion of the participant's supports and services covered by CLS.
- 4. Homemaking tasks incidental to the provision of assistance with activities of daily living may also be included in RS, but shall not replace usual and customary homemaking tasks required by licensure.

III. Minimum Standards for Self-Determined Service Delivery

- 1. When authorizing Community Living Supports for participants choosing the self determination option, waiver agencies must comply with the Minimum Standards for Traditional Service Delivery specified above.
- 2. Each chosen provider must minimally comply with Section C of the "General Operating Standards for MI Choice Waiver Service Providers."
- 3. Each chosen provider furnishing transportation as a component of this service must have a valid Michigan driver's license.
- 4. When the CLS services provided to the participant include tasks specified in item A. above, the individual furnishing CLS must have previous relevant experience or training and skills in housekeeping, household management, good health practices, observation, reporting, and recording information. Additionally, skills, knowledge, and/or experience with food preparation, safe food handling procedures, and reporting and identifying abuse and neglect are highly desirable.
- 5. When the CLS services provided to the participant include tasks specified in activities of daily living such as bathing, eating, dressing, and personal hygiene the individual furnishing CLS must also be trained in cardiopulmonary resuscitation. This training may be waived when the provider is furnishing services to a participant who has a "Do Not Resuscitate" order.

LIMITATIONS

- 1. Where applicable, the participant must use Medicaid state plan, Medicare, or other available payers first.
- 2. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services.
- 3. CLS does not include the cost associated with room and board.
- 4. When transportation incidental to the provision of CLS is included, the waiver agency shall not also authorize transportation as a separate waiver service for the participant. The Medicaid state plan covers transportation to medical



| D. Service Standards | |
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appointments through the Department of Human Services and waiver agencies shall not authorize the same as a component of CLS.

- 5. CLS services cannot be provided in circumstances where they would be a duplication of services available under the state plan or elsewhere.
- 6. CLS excludes nursing and skilled therapy services.



D. Service Standards – Counseling

Issue Date: 3/27/07

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| Service Name | Counseling |
|--------------------|--|
| Service Definition | Professional level counseling services seek to improve the |
| | individual's emotional and social well being through the |
| | resolution of personal problems and/or change in an |
| | individual's social situation. |
| Service Code | 99510, Home visit for individual, family, or marriage counseling |
| Units | One visit, regardless of duration. |
| Service Delivery | ☑ Traditional/Agency-Based |
| Options | □ Self-Determination |

I. <u>MINIMUM STANDARDS</u>

- A. Counseling services must be directed toward the following target groups:
 - 1. Individuals who are experiencing emotional distress or a diminished ability to function; or
 - 2. Adults, children, spouses, or other responsible relatives, e.g. sibling, niece, or nephew, who are appropriate for family counseling to resolve the problems of the waiver participant.
- B. Services provided must not duplicate services available under Medicare, Medicaid State Plan, or other third party resources.
- C. Vendors receiving MI Choice funds for counseling services must provide the following service components, at a minimum:
 - 1. Psychosocial evaluation to determine appropriateness of therapy options
 - 2. Treatment plan that states goals and objectives, and projects the frequency and duration of service
 - 3. Individual, family, and/or group counseling sessions
 - 4. Home visits and on-site counseling
 - 5. Case conferencing with a MI Choice Care Manager at least once every six weeks with participant's release
- D. Each vendor must be able to demonstrate a working relationship with a hospital and/or health care facility for the provision of emergency health care services, as needed.
- E. Persons providing counseling services must have:



| D. Service Standards – Counseling | |
|-----------------------------------|-------------------|
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- 1. A Master's degree in social work, psychology, psychiatric nursing, or counseling; or
- 2. A Bachelor's degree in one of the above areas and be under the supervision of a mental health professional with a Master's degree.
- 3. Must be licensed in the State of Michigan to provide counseling under MCL 333.172301, MCL 333.18101, MCL 333.19201, or MCL 333.18501. The AAA 1-B will verify licensure of each prospective counselor.
- F. Vendors must maintain ongoing case records for each participant, recording assessed needs, treatment plan, and progress achieved at each counseling session.

LIMITATIONS

- 1. Where applicable the participant must use Medicaid state plan Medicare or other available payers first. This includes mental health treatment and therapy available through community mental health agencies.
- 2. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services.



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D. Service Standards – Environmental Accessibility Adaptations

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| Service Name | Environmental Accessibility Adaptations |
|--------------------|---|
| Service Definition | Those physical adaptations to the home, required by the recipient's plan of care, which are necessary to insure the health, welfare, and safety of the individual, or which enable the individual to function with greater independence. in the home and without which, the recipient would require institutionalization Assessments and specialized training needed in conjunction with the use of such environmental adaptations are included as a part of the cost of the service. |
| Service Code | S5165, Home modifications, per service |
| Unit | One modification or adaptation |
| Service Delivery | ☑ Traditional/Agency-Based |
| Options | ☑ Self-Determination |

I. <u>MINIMUM STANDARDS</u>

- A. Before approving MI Choice payment for each modification or adaptation, AAA 1-B shall determine whether a participant is eligible to receive services through a program supported by other funding sources. If it appears that another resource can serve the participant, AAA 1-B shall make an appropriate referral.
- B. All providers of Environmental Accessibility Adaptations must meet the licensure as required in MCL 339.601,2401 and/or MCL 339.2412, as appropriate including:
 - 1. A residential builder license under MCL 339.601.2401; and/or
 - 2. A residential maintenance and alteration contractor under MCL 339.601.2403(3).
 - 3. AAA 1-B must assure there is a signed contract or bid proposal with the builder or contractor prior to the start of an environmental adaptation.
 - 4. It is the responsibility of the PAHP to work with the participant and builder or contractor to ensure the work is completed as outlined in the contract or bid proposal.
 - 5. The AAA 1-B may not approve environmental accessibility adaptations for rental property without close examination of the rental agreement and the landlord's responsibility (including both legal and monetary) to furnish such adaptations. Adaptations may



D. Service Standards – Environmental Accessibility Adaptations

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be made to rental properties when the lease or rental agreement does not indicate the landowner is responsible for such adaptations, and the landowner agrees to the adaptation in writing. A written agreement between the landowner, the participant, and the PAHP (AAA1-B) must specify any requirements for restoration of the property to its original condition if the occupant moves.

- 6. The case record must contain documented evidence that the adaptation is the most cost effective and reasonable alternative to meet the participant's need. An example of a reasonable alternative, based on the results of a review of all options, may include changing the purpose, use or function of a room within the home or finding alternative housing.
- 7. The environmental adaptation must incorporate reasonable and necessary construction standards, excluding cosmetic improvements. The adaptation cannot result in valuation of the structure significantly above comparable neighborhood real estate values.
- **<u>NOTE</u>**: Bids for a project must include cost for obtaining permits and hauling debris.
- C. The AAA 1-B shall develop working relationships with the weatherization, chore, and housing assistance services provided, as available in the AAA 1-B region to ensure effective coordination of efforts.
- D. The participant with the direct assistance of the PAHP (AAA 1-B) supports coordinator when necessary must make a reasonable effort to access all available funding sources, such as housing commission grants, Michigan State Housing Development Authority (MSHDA) and community development block grants. The participant's record must include evidence of efforts to apply for alternative funding sources and the acceptance or denials of these funding sources. Mi Choice waiver is a funding source of last resort.
- E. The AAA 1-B must obtain a written agreement with the participant residing in each domicile to be modified that includes, at a minimum:
 - a) A statement that the domicile is occupied by and is the permanent residence of the participant.
 - b) A description of the planned modifications.
- F. Within fourteen calendar days or ten working days of completion, the AAA 1-B shall utilize a job completion procedure, which includes, at a minimum:
 - 1. Verification that the work is complete and correct.



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- **Note:** Vendors must provide AAA 1-B with a copy of the completed work order signed by the participant within the designated timeline.
- 2. Verification by a local building inspector that the work satisfies building codes as appropriate. All modifications and/or adaptations must be provided in accordance with applicable state and local building codes. AAA 1-B will not approve repairs, modifications, or adaptations to a condemned structure.
 - **Note:** The vendor will provide AAA 1-B with a copy of the final inspection report or certificate of occupancy issued for the project. If the building inspector does not approve or the participant is not satisfied, the vendor must rectify the issue.
- 3. Acknowledgement by the participant that the work is acceptable.

II. PROGRAM REQUIREMENTS

- A. Under the Environmental Accessibility Adaptations service, the AAA 1-B may use MI Choice funds for labor costs and to purchase materials used to complete the modifications to prevent or remedy a sub-standard condition or safety hazard. The vendor shall provide equipment or tools needed to perform modifications or adaptations, unless another source can provide the tools or equipment at a lower cost or free of charge and the provider agrees to use such equipment or tools. The AAA 1-B may purchase supplies, such as grab-bars, lumber, or plumbing supplies, for the modification or adaptation, and provide them to the vendor at their discretion.
- B. The AAA 1-B shall document approval of all environmental accessibility adaptations in the participant's record. This document shall include dates, tasks performed, materials used, and cost, at a minimum.
 - **Note:** The vendor must submit to the Community Support Services (CSS) staff an itemized bill that includes the dates, tasks performed, materials used, and cost, at a minimum. This must be received within the verification timelines noted above.



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III. VENDOR RECORDS

- A. Each vendor must maintain participant records that contain:
 - 1. A copy of the request for service CSS Authorization Form
 - 2. Pertinent information as necessary for the service performed Summary of Need received from AAA 1-B
 - 3. A description of the provided service (adaptation)-Itemized Cost/Billing sheet with service dates and total cost

IV. MINIMUM STANDARDS FOR SELF-DETERMINED SERVICE DELIVERY

- A. When authorizing Environmental Accessibility Adaptations for participants choosing the self-determination option, the AAA 1-B must comply with the Minimum Standards for Traditional Service Delivery Specified above.
- B. Each chosen vendor must minimally comply with Section C of the "General Operating Standards for MI Choice Waiver Service Providers," except items regarding universal precautions and blood-born pathogens.

LIMITATIONS

- 1. Where applicable, the participant must use Medicaid state plan, Medicare, other available payers first.
- 2. Before approving MI Choice payment for each modification or adaptation, each waiver agency shall determine whether a participant is eligible to receive services through a program supported by other funding sources. If it appears that another resource can serve the participant, the waiver agency shall make an appropriate referral.
- 3. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services.
- 4. Excluded are those adaptations or improvements to the home that: are of general utility, are considered to be standard housing obligations of the participant or homeowner, are not of direct medical or remedial benefit to the participant. Examples of exclusions include but are not limited to, carpeting, roof repair, sidewalks driveways, heating, central air conditioning, garages, raised garage doors, storage and organizers, hot tubs, whirlpool tubs, swimming pools, landscaping and general home repairs.
- 5. Environmental adaptation shall exclude costs for improvements exclusively required to meet local building codes.
- 6. Environmental adaptations required to support proper functioning of medical equipment, such as electrical upgrades, are limited to the requirements for



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safe operation of the specified equipment and are not intended to correct existing code violations in a participant's home.

- 7. The existing structure must have the capability to accept and support the proposed changes.
- 8. The Mi Choice waiver does not general construction costs in a new home or additions to a home purchased after the participant is enrolled in the waiver. If a participant or the participant's family purchases a home while receiving waiver services, it is the participant's or family's responsibility to assure the home will meet basic needs such as having a ground floor bath or bedroom if the participant has mobility limitations. However Mi Choice may be authorized to assist with the adaptations noted above (e.g. ramps, grab bars, widening doorways, bathroom modifications, etc.) for a home recently purchased.
- 9. If modifications are needed to a home under construction that require special adaptation to the plan (e.g. roll in shower), the Mi Choice waiver may be used to fund the difference between the standard fixture and the modification required to accommodate the participant's need.



D. Service Standards Fiscal Intermediary Services

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| Service Name | Fiscal Intermediary Services |
|-----------------------------|---|
| Service Definition | Service that assists the adult participant, or a representative identified in the participant's plan of care to prevent institutionalization by living independently in the community while controlling his/her individual budget and choosing the staff to work with him/her. The Fiscal Intermediary helps the individual to manage and distribute funds contained in the individual budget. The participant uses funds to purchase waiver goods and services authorized in the individual plan of services. Fiscal Intermediary services include, but are not limited to, the facilitation of the employment of service workers by the individual, including federal, state, and local tax withholding/payments, unemployment compensation fees, wage settlements; fiscal accounting; tracking and monitoring participant-directed budget expenditures; assuring compliance with documentation requirements related to management of public funds. Fiscal Intermediary may also perform other supportive functions that enable the participant to self-direct needed services and supports. These functions may include verification of provider qualification, including reference and background checks and assisting the participant to understand billing and documentation requirements. The fiscal intermediary may also perform other supportive |
| | functions that enable the participant to self direct needed services and supports. These functions may include verification of provider qualifications, including reference and criminal history review checks, and assisting the participant to understand billing and documentation requirements. |
| Service Code | T2025, Waiver Services, not otherwise specified. |
| Units | As specified in the contract between the Fiscal Intermediary and the waiver agent, usually a monthly or bi-weekly fee. |
| Service Delivery Options | □ Traditional/Agency Based ☑ Self Determination |

I. MINIMUM STANDARDS FOR SELF-DETERMINED SERVICE DELIVERY

A. Each Fiscal Intermediary (FI) agency must satisfactorily pass a readiness review conducted by a waiver agent, as specified in Attachment N of the MI Choice contract and meet all criteria sanctioned by the state.



- B. Each FI must be bonded and insured. The insured amount must exceed the total budgetary amount the FI is responsible for administering.
- C. Each FI must demonstrate the ability to manage budgets and perform all functions of the FI including all activities related to employment taxation, worker's compensation, and state, local, and federal regulations.
- D. Providers of other covered services to the participant, family, or guardians of the participant may not provide FI services to the participant.
- E. Each FI will provide four basic areas of performance:
 - Function as the employer agent for participants directly employing workers to assure compliance with payroll tax and insurance requirements;
 - Ensure compliance with requirements related to management of public funds, the direct employment of workers by participants, and contracting for authorized goods and services;
 - Facilitate successful implementation of the self-determination arrangements by monitoring the use of the budget and providing monthly budges status reports to each participant and waiver agent; and;
 - 4) Offer supportive services to enable participants to self-determine and direct the services and supports they need.
- F. The waiver agent and FI shall abide by the principles set forth in the Self-Determination Technical Advisory "Choice Voucher System" available at: <u>www.hcbs.org/moreinfo.ph/doc/22928</u>
- G. Participants choosing self-determination and utilizing the Agency with Choice option do not have to utilize a fiscal intermediary. Participants using the Agency with Choice option may choose to have the agency perform the functions outlined in standard E above.

LIMITATIONS

- 1. Fiscal Intermediary services are only available to those participants choosing the self determination option for service delivery.
- 2. Providers of other covered services to the participant, family or guardians of the participant may not provide FI services to the participant.



D. Service Standards – Home Delivered Meals

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| Service Name | Home Delivered Meals (HDM) |
|--------------------|--|
| Service Definition | Home delivered meals (HDM) is the provision of at least one nutritionally sound meal per day to a participant who is unable to care for their nutritional needs. The unit of service is one meal delivered to the participant's home or to the participant's selected congregate meal site that provides a minimum of one- third of the current dietary reference intake (DRI) for the age group as established by the Food and Nutritional Board of the National Research Council of the National Academy of Sciences. Allowances shall be made in HDMs for specialized or therapeutic diets, as indicated in the participant's plan of service. A Home Delivered Meal cannot constitute a full nutritional regimen. |
| Service Code | S5170, Home Delivered Meals, including preparation, per meal |
| Units | One delivered meal |
| Service Delivery | ☑ Traditional/Agency-Based |
| Options | Self-Determination |

I. <u>MINIMUM STANDARDS</u>

The standards identified below apply only to those vendors serving persons in one of the AAA 1-B service programs for which HDMs are purchased. Waiver agencies authorize MI Choice payment of meals for their participants.

A. Each vendor must be an approved AAA 1-B Nutrition Contract/Nutrition Services Incentive Program (NSIP) provider that meets ALL requirements for nutrition programs, in addition to ALL the standards noted in the RFP for HDM and minimally, Section A of the "General Operating Standards for MI Choice Waiver Providers." (To reference AAA1-B Standards go to www.aaa1b.com, Doing Business with Us, Contracts, FY 2014-2016 Service Standards.)

Note: HDM services may also be provided by an approved DSP Assisted Living vendor that complies with the Nutrition Contract/NSIP standards as referenced above.

B. Each DSP vendor must have written eligibility criteria which includes, at a minimum:



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- 1. That to be eligible a person is a participant in one of the AAA 1-B service programs.
- 2. A person may also be eligible if they are unable to obtain food or prepare meals for themselves because of:
 - A disabling condition, such as limited physical mobility, cognitive or psychological impairment, sight impairment, or
 - Lack of knowledge or skill to select and prepare nourishing and well-balanced meals, or
 - Lack of means to obtain or prepare nourishing meals , or
 - Lack of incentive to prepare and eat a meal alone, or
 - Lack of an informal support system: has no family, friends, neighbors or others who are both willing and able to perform the service(s) needed, or the informal support system needs to be supplemented.
- 3. The participant does not have a paid caregiver that is able and willing to prepare meals for the participant.
- 4. That the person's special dietary needs can be appropriately met by the program as defined by the most current version of the US Department of Agriculture "Dietary Guidelines for Healthy Americans;" and the meals available would not jeopardize the health of the individual.
- 5. The participant must be able to feed himself/herself.
- 6. That to be eligible a person must agree to be home when meals are delivered and to contact the program when absence is unavoidable.
- 7. That the spouse or partner, regardless of age, or unpaid caregiver (if 60 years of age or older) of an AAA 1-B participant, or any individual with disabilities residing with an eligible client, may receive a home- delivered meal if the assessment indicates receipt of the meal is in the best interest of the client.
- 8. Participants residing in an approved assisted living facility are encouraged to dine in the facility's designated dining area with fellow residents.



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- C. The vendor providing HDMs may not solicit donations for MI Choice participants.
- D. Each vendor shall use volunteers, as feasible, in program operations.
- E. Federal regulations prohibit the MI Choice program from providing three meals per day to waiver participants. Vendors shall vary the level of meal service for an individual in response to varying availability of help from informal and formal caregivers, and changes in the participant's status or condition. When MI Choice provides home delivered meals less than seven days per week, the AAA 1-B shall identify and/or document in the case record the usual source of all meals for the participant not provided by the program.
- F. Each vendor shall have the capacity to provide three meals per day, which together meet the Dietary Reference Intakes (DRI) and the Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. Each vendor shall have meals available at least five days per week.
- G. HDMs may be ordered from hot, cold, frozen or shelf stable categories and shall conform to the meal pattern outlined in the Nutrition Standards:
 - 1. The first meal shall be delivered HOT or an approved AAA 1-B alternate.
 - 2. A second meal may be delivered COLD ready-to-eat as described under the General Section outline for the meal pattern.
 - 3. A minimum of six SHELF STABLE MEALS shall be maintained for each HDM participant as part of their written plan for continuing services in emergency situations.
 - 4. Emergency shelf stable meals shall be distributed to each new participant and must be replaced as used in a reasonable time period.
- H. The vendor may also make liquid meals available to program participants when ordered by a physician and authorized by the care manager. The AAA 1-B dietitian must approve all liquid meal products to be used by the program. The vendor shall provide instruction to the participant, and/or the participant's caregiver and participant's family, in the proper care and handling of liquid meals. If ordered from another type of DSP vendor (i.e., Specialized Medical Equipment), the participant should be provided with the liquid meal instructions.



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- 1. When liquid meals are used to supplement a participant's diet, the physician's order must be renewed every six months.
- 2. When liquid meals are the participant's sole source of nutrition, the following requirements must also be met:
 - a. Diet orders shall include participant weight and be explicit as to required nutritional content (i.e., name of product and prescribed amount).
 - b. A physician must renew diet orders every three months.
 - c. The care plan for participants receiving liquid meals shall be developed in consultation with the participant's physician.
- I. The vendor shall verify and maintain records that indicate each participant receiving frozen meals has, and maintains, the ability to handle frozen meals.

Note: Frozen meals, with the approval of the AAA 1-B dietitian, may be provided to participants based on individual need or where hot food service distribution is not logistically feasible for weekend delivery or in documented emergency situations.

- 1. The AAA 1-B is concerned about the ability of HDM participants to reheat a frozen meal, and authorization should limit the use of frozen meals. Examples of participant need:
 - a. Procedure prescribed by a physician (i.e., dialysis) outside the home, scheduled before or after mealtime that prevents participant from consuming a hot meal on a regular basis at home.
 - b. Modified diet order prescribed by a physician (i.e., renal diet) that is not able to be prepared by the nutrition contractor, but is available as a frozen entrée, and cannot be served to the participant as a hot meal where reasonable and appropriate.
 - c. Hot meal delivery is not available on the weekend and the participant is unable to obtain meal(s) from another source.
- 2. Frozen Meal Specifications Frozen meals shall be obtained from an approved licensed kitchen and/or commercial source. If meals are prepared frozen and packaged by the program on site or at a central kitchen, the meals must be appropriately handled, labeled, and dated for use following procedures as outlined in the Michigan Food Code. Frozen foods not maintained at 32° F or below upon delivery shall not be left with the participant.



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- 3. Nutrition Education Nutrition information (i.e., reading labels, reheating meals, food safety) shall be made available to participants who are provided frozen meals.
- 4. Unit/Service Documentation Route sheets to document the meals must indicate the meal as a frozen meal. Meals shall be reported by following standard procedures for billing in HARMONY.
- 5. Nutrition Risk Assessments Shall be conducted prior to delivery and at least every six months to determine participants' ability to store and prepare frozen meals.
- J. Each vendor shall develop and utilize a system for documenting meals served/delivered for purposes of receiving reimbursement. Acceptable methods of documenting meals served/delivered include:
 - 1. Obtaining signatures daily from participants receiving meals
 - 2. Maintaining a daily or weekly route sheet signed by the driver that identifies the participant's name, address, and number of meals served to them each day.
- K. Each vendor shall maintain a record of the menu actually served each day for each fiscal year's operation.
- L. Each vendor shall provide monthly nutrition education appropriate to HDM participants. Topics shall include food, nutrition, behavior patterns, consumerism and health.
- M. Each program shall develop and have available written plans for continuing services in emergency situations such as short term natural disasters (i.e., snow and/or ice storms), loss of power, physical plant malfunctions, etc. Staff and volunteers shall be trained on procedures to be followed in the event of severe weather or natural disasters and the county emergency plan.
- N. Each nutrition program must maintain a prioritized wait list when participants are waiting for HDM service. See RFP Section., which states that a number one priority will be given to AAA 1-B participants (already screened and assessed).



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- **Note:** Participants shall be assessed for emergency needs if placed on a waiting list following AAA1-B and OSA guidelines in addition to assessing need to provide assistance with in-home preparation of meals.
- O. Each HDM program that uses a kitchen where meals are prepared onsite shall be able to document:
 - 1. Compliance with local fire safety standards.
 - 2. Compliance with Michigan Food Code and local public health codes regulating where meals are prepared. Each kitchen operated by a meal provider shall be licensed, as appropriate, by the local health department. The local health department is responsible for periodic inspections and for determining when a facility is to be closed for failure to meet Michigan Food Code standards. The program shall submit copies of inspection reports on all facilities to the AAA 1-B within ten days of receipt. It is the responsibility of the program to address noted violations promptly.
- P. HDM assessments appropriate to DSP nutrition services are electronically available in HARMONY for each participant that meet the requirements as outlined in the RFP Nutrition Services APPENDIX Section: Nutrition Assessment Matrix). Providers are to communicate any changes.
- Q. All DSP HDM providers must follow the State of Michigan, OSA and AAA
 1-B Nutrition Appendix guidelines, as outlined in the AAA1-B 2014-2016
 Request for Proposals (RFP).



D. Service Standards – Medication Management

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| Service Name | Medication Management |
|-----------------------------|--|
| Service Definition | Direct assistance in managing the use of both prescription and over the counter (OTC) medication. Allowable program components include: Face-to-face review of participant's prescription, OTC medication regimen, and use of herbs and dietary supplements. Regular set-up of medication regimen (Rx pills, Rx injectables, and OTC medications). Monitoring of compliance with medication regimen. Cueing via home visit or telephone call. Cueing via a purchased electronic medication management system (electronic pill dispenser) in conjunction with regular set up and/or monitoring services Communicating with referral sources (physicians, family members, primary care givers, etc.) regarding compliance with medication regimen. Family, caregiver, and participant education and training. |
| Service Code | H2010, Comprehensive medication services, per 15 minute unit of service T2029@0419, Electronic medication management system, purchase/installation of one approved device T2029@0410, Electronic medication management system, service fee, per month (excludes installation) |
| Units | H2010 = Per 15 minutes T2029 = Per item unless otherwise specified |
| Service Delivery Options | Traditional/Agency Based Self Determination |

I. <u>MINIMUM STANDARDS</u>

- A. Each program shall employ a registered nurse (RN) who supervises program staff and is available when they are in a participant's home or making telephone reminder calls. Each program shall employ program staff who are appropriately licensed, certified, trained, oriented, and supervised.
- B. The supervising nurse shall review and evaluate the medication management care plan and complete medication regimen, including prescription and OTC medications, dietary supplements and herbal remedies, with each participant and appropriate caregiver.



D. Service Standards – Medication Management

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Each program shall implement a procedure of notifying the participant's physician(s) of all medications being managed.

- C. The program shall be operated within the three basic levels of service as follows:
 - Level 1: Telephone reminder call/cueing with maintenance of appropriate documentation. Program staff performing this level of service shall be delegated by the supervising nurse.
 - Level 2: In home monitoring visit/cueing with maintenance of appropriate documentation. Program staff performing level 2 services shall be delegated by the supervising nurse.
 - Level 3: In home medication set up, instructions, and passing and/or assistance with medications (e.g., putting in eye drops, pills and giving injections). Program staff performing level 3 services shall be delegated by the supervising nurse.
- D. The program also allows for purchase of a medication management system (i.e. electronic pill dispenser). Equipment is limited to devices preapproved by the AAA 1-B DSP Manager.
- E. Devices may be purchased with monitoring services. Monitoring services include level 1, 2 or 3 (see C) provided by approved vendor agency staff and/or monitoring by the medication management system product company as purchased through a monthly monitoring fee.
- F. The program shall maintain an individual medication log, for each participant, that contains the following information:
 - 1. Each medication being taken
 - 2. The dosage for each medication
 - 3. Label instructions for use for each medication
 - 4. Level of service provided and initials of person providing service
 - 5. Date and time for each time services are provided
- E. The program shall report any change in a participant's condition to the participant's physician(s) immediately.



D. Service Standards – Medication Management

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II. <u>VENDOR RECORDS</u>

A. Vendors MUST maintain copies of the physician's orders in each participant record. This is in addition to other required information that must be maintained in the participant's records.



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D. Service Standards – Nursing Facility Transition

Issue Date: 3/27/07

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| Service Name | Nursing Facility Transition (NFT) | |
|--------------------|---|--|
| Service Definition | Non-recurring expenses for the provision of coordination and | |
| | support activities, and transition costs for persons in nursing | |
| | facilities who desire to transition to the community. | |
| Service Code | T1023 Screening to determine the appropriateness of | |
| | consideration of an individual for participation in a specified | |
| | program, project or treatment protocol, per encounter | |
| | T1028 Assessment of home, physical and family environment, | |
| | determine suitability to meet participant's medical needs | |
| | T2038 Community Transition, waiver, per service | |
| Units | T1023 and T1028, per encounter | |
| | T2038, per service | |
| Service Delivery | ☑ Traditional/Agency-Based | |
| Options | □ Self-Determination | |

Note: This service standard is applicable to the MI Choice program and nursing facility transition agent approved by MDCH to use special funding to perform nursing facility transitions.

I. <u>MINIMUM STANDARDS</u>

- A. DSP vendors providing service to NFT participants shall provide Transition Task Assistance services for which a DSP Bid Agreement has been submitted and approved and is identified on the Community Support Services (CSS) Authorization Form. Services may include, but are not limited to, the following:
 - 1. Assistance with obtaining a picture ID (1 Unit = 1 Task)
 - 2. Assistance with setting up bank/credit accounts (1 Unit = 1 Task)
 - 3. Assistance with visiting potential housing and residences (1 Unit up to 3 hours)
 - 4. Assistance with setting up or establishing utility accounts (1 Unit = 1 Task)
 - 5. Assistance with Other Similar Tasks as Described on Bid Agreement (1 Unit = 1 Task)
 - 6. Assistance with Shopping (1 Unit = 1 Task)
- B. Non-waiver transition agents must make the following assurances to MDCH:
 - 1. Transition agents (AAA 1-B) shall utilize a person-centered planning process and knowledge of person-centered planning shall be evident



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throughout the delivery of services. This includes assessing the needs and desires of participants, developing service/support plans, and continuously updating and revising those plans, as the participant's needs change. Transition agents shall implement person-centered planning in accordance with the MDCH Person-Centered Planning Guideline.

- 2. Each transition agent must have procedures to protect the confidentiality of information about participants or persons seeking services collected in conduct of its responsibilities. 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 without the informed consent of that person or of his or her legal representative. However, disclosure 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 the participant information) so long as access is in conformity with the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act of 1996. Transition agents and direct service providers shall maintain all participant information in controlled access files. This requirement applies to all protected information whether written, electronic, or oral.
- 3. Each transition agent utilizing volunteers shall have a written procedure governing the recruiting, training, and supervision of volunteers. Volunteers shall receive a written position description, orientation, training, and a yearly performance evaluation, if appropriate.
- 4. Each transition agent provider must keep all records related to or generated from the provision of nursing facility transition to participants for not less then six years.
- C. For nursing facility residents who successfully transition to the community and enroll in the MI Choice program, services provided while residing in the nursing facility are not complete until the first date of waiver eligibility. Therefore, for billing purposes, all nursing facility transition services provided before MI Choice enrollment will have a date of service equal to the first date of MI Choice enrollment. The MI choice case record shall accurately reflect dates of service provision.
- D. A vendor authorized to provide an assessment of the potential domiciles must use service code T1028. T1028 may be used more than once per transition and must be billed as a per encounter code. The unit shall be one and the cost per unit shall equal the total cost. Vendor may not bill for additional



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support and coordination costs for the provision of assessments when the assigned care manager furnishes the home assessment.

E. A vendor authorized to provide all other transition services shall bill using HCPCS code T2038 according to the type of task identified on the authorization form and DSP Bid Agreement. A listing of standard remarks is available from a MI Choice contract manager. When a transitioning participant requires a transition service that does not have an appropriate standard remark, the transition agent shall contact its contract manager for assistance. Waiver agents shall bill services under HCPCS code T2038 that are provided after the first date of MI Choice enrollment using the date of service delivery as the billed date of service. These tasks will be time limited as indicated on the Authorization Form.

II. AAA 1-B (WAIVER AGENT) NFT PROGRAM REQUIREMENTS

- A. The AAA 1-B shall complete all NFT services no later than 30 days after the transition to the community takes place.
- B. The AAA 1-B will utilize a bid designated as Transition Assistance Other Similar Tasks when a transitioning participant requires a transition service that does not have an appropriate standard remark.
- C. For a transitioning AAA 1-B participant who requires a home modification (ramp, widened doorways, etc.) before the transition can take place, the AAA 1-B will authorize ONLY those modifications immediately necessary for community transition as NFT services. The AAA 1-B shall authorize all other needed modifications under Environmental Accessibility Adaptation service or Chore service, as appropriate, once the person is enrolled in the MI Choice program.
- D. For participants who receive transition services while residing in the nursing facility, the first billed date of service shall equal the first date of MI Choice enrollment. The AAA 1-B shall bill services under service code T2038 that are provided after the first date of MI Choice enrollment using the date of service delivery as the billed date of service.
- E. When a nursing facility resident desires placement in the community outside of the Provider Service Area (PSA) of the AAA 1-B, the AAA 1-B shall contact the preferred community PSA transition agent. Each transition agent shall coordinate efforts to assure a successful community transition for the nursing facility resident. Both transition agents may



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share the NFT service costs, as necessary, to the extent that the transition agents do not duplicate such costs.

- F. The AAA 1-B shall begin NFT services no more than six months before the expected date of discharge from the nursing facility. If the AAA 1-B is unable to complete the transition process within six months of the initial assessment, the AAA 1-B shall contact MDCH and request an extension of the transition period.
- G. The AAA 1-B must comply with all other NFT service standards as described in the MDCH Operating Standards for MI Choice Waiver program services.



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D. Service Standards – Nursing Services

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| Service Name | Nursing Services |
|-----------------------------|---|
| Service Definition | MI Choice Nursing Services are covered on an intermittent (separated intervals of time) basis for a participant who requires nursing services for the management of a chronic illness or physical disorder in the participant's home and are provided by a registered nurse (RN) or a licensed practical nurse (LPN) under the direct supervision of a registered nurse (RN). MI Choice Nursing Services are for participants who require more periodic or intermittent nursing than available through the Medicaid State Plan or other payer resources for the purpose of preventive interventions to reduce the occurrence of adverse outcomes for the participant such as hospitalizations and nursing facility admissions. MI Choice Nursing Services shall not duplicate services available through the Medicaid State Plan or third payer resources. |
| Service Code | T1002, RN Services, up to 15 minutes T1003, LPN/LVN services, up to 15 minutes |
| Units | 15 minutes |
| Service Delivery Options | ✓ Traditional/Agency-Based ✓ Self-Determination |

Minimum Standards for Traditional Service Delivery

- Each direct service provider must have written policies and procedures compatible with the "General Operating Standards for Waiver Agencies and Contracted Direct Service Providers", and minimally, Section A of the "General Operating Standards for MI Choice Waiver Providers."
- 2. When the participant's condition is unstable, could easily deteriorate, or when significant changes occur, MI Choice covers nurse visits for observation and evaluation. The purpose of the observation and evaluation is to monitor the participant's condition and report findings to the participant's physician or other appropriate health care professional to prevent additional decline, illness, or injury to the participant.
- 3. The supports coordinator shall communicate with both the nurse providing this service and the participant's health care professional to assure the nursing needs of the participant are being addressed.
- Participants must meet at least one of the following criteria to qualify for this service:

 Be at high risk of developing skin ulcers, or have a history of resolved skin ulcers that could easily redevelop.



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- b. Require professional monitoring of vital signs when changes may indicate the need for modifications to the medication regimen.
- c. Require professional monitoring or oversight of blood sugar levels, including participant-recorded blood sugar levels, to assist with effective pre-diabetes or diabetes management.
- d. Require professional assessment of the participant's cognitive status or alertness and orientation to encourage optimal cognitive status and mental function or identify the need for modifications to the medication regimen.
- e. Require professional evaluation of the participant's success with a prescribed exercise routine to assure its effectiveness and identify the need for additional instruction or modifications when necessary.
- f. Require professional evaluation of the participant's physical status to encourage optimal functioning and discourage adverse outcomes.
- g. Have a condition that is unstable, could easily deteriorate, or experience significant changes AND a lack of competent informal supports able to readily report life-threatening changes to the participant's physician or other health care professional.
- 5. In addition to the observation and evaluation, a nursing visit may also include, but is not limited to, one or more of the following nursing services:
 - a. Administering prescribed medications that cannot be self-administered (as defined under Michigan Complied Law (MCL) 333.7103(1)).
 - b. Setting up medications according to physician orders.
 - c. Monitoring participant adherence to their medication regimen.
 - d. Applying dressings that require prescribed medications and aseptic techniques.
 - e. Providing refresher training to the participant or informal caregivers to assure the use of proper techniques for health-related tasks such as diet, exercise regimens, body positioning, taking medications according to physician's orders, proper use of medical equipment, performing activities of daily living, or safe ambulation within the home.



D. Service Standards – Nursing Services

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Minimum Standards for Self-Determined Service Delivery

- 1. Each chosen provider must minimally comply with Section C of the "General Operating Standards for MI Choice Waiver Service Providers."
- 2. When authorizing Community Living Supports for participants choosing the self determination option, waiver agencies must comply with items 2, 3, 4, and 5, the Minimum Standards for Traditional Service Delivery specified above.

LIMITATIONS

- 1. Where applicable, the participant must use Medicaid state plan, Medicare, or other available payers first.
- 2. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services.
- 3. This service is limited to no more than two hours per visit.
- 4. Participants receiving Private Duty Nursing services are not eligible to receive MI Choice Nursing Services.
- 5. All providers furnishing this service must be licensed as either a Registered Nurse or a Licensed Practical Nurse in the State of Michigan.



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D. Service Standards – Personal Emergency Response System

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| Service Name | Personal Emergency Response System (PERS) |
|-----------------------------|--|
| Service Definition | PERS is an electronic device that enables certain individuals at high risk of institutionalization to secure help in an emergency. The individual may also wear a portable "help" button to allow mobility. The system is connected to the person's phone and programmed to signal a response center once a "help" button is activated. |
| Service Code | S5160 Emergency response system; installation and testing S5161 Emergency response system; service fee, per month (excludes installation and testing) |
| Units | S5160, per installation S5161, per month |
| Service Delivery Options | Traditional/Agency-Based Self-Determination |

I. <u>MINIMUM STANDARDS</u>

- A. The Federal Communication Commission (FCC) must approve the equipment used for the response system. The equipment must meet UL® safety standards 1637 specifications for Home Health Signaling Equipment.
- B. The provider may offer this service for cellular or mobile phones. The cellular or mobile phone must meet industry standards. The participant must reside in an area where the cellular or mobile coverage is reliable. When the participant uses a cellular or mobile phone to signal and otherwise communicate with vendor, the technology for the response system must meet all other service standards.
- C. The vendor must staff the response center with trained personnel 24hours per day, 365 days per year. The response center will provide accommodations for persons with limited English proficiency.
- D. The response center must maintain the monitoring capacity to respond to all incoming emergency signals.
- E. The vendor response center must have the ability to accept multiple signals simultaneously. The response center must not disconnect calls for a return call or put in a first call, first serve basis.



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- F. The vendor will furnish each participant with written instructions and provide training, as appropriate.
- G. The vendor will verify the responder and contact names for each participant on a semi-annual basis to assure current and continued participation.
- H. The vendor will assure at least monthly testing of each PERS unit to assure continued functioning.
- I. The vendor will furnish ongoing assistance, as necessary, to evaluate and adjust the PERS instrument or to instruct participants and caregivers in the use of the devices, as well as to provide performance checks.

II. PROGRAM REQUIREMENTS

- A. PERS are limited to those MI Choice participants who live alone, or who are alone for significant parts of the day, and have no regular caregiver for extended periods of time or whose caregiver is considered high risk, and who would otherwise require routine supervision.
- B. AAA 1-B may authorize PERS units for persons who do not live alone if both MI Choice participant and the person with whom they reside would require extensive routing supervision without a PERS unit in the home. For example, if one or both spouses are MI Choice participants and both are frail and elderly, the AAA 1-B may authorize a PERS unit for the MI Choice participant(s).

III. <u>VENDOR RECORDS</u>

- A. The vendor will maintain individual participant records that include the following:
 - 1. Service order CSS Authorization Form
 - 2. Record of service delivery, including documentation of delivery and installation of equipment, participant/caregiver orientation, and monthly testing
 - 3. List of emergency responders for each participant
 - 4. A case log documenting participant and responder contacts



LIMITATIONS:

- 1. Where applicable, the participant must use Medicaid state plan, Medicare, or other available payers first.
- 2. The participants preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services.
- 3. PERS does not cover monthly telephone charges associated with phone service.
- 4. PERS is limited to persons who either live alone or who are left alone for significant periods of time on a routine basis and who could not summon help in an emergency without this device.
- 5. Waiver agencies may authorize PERS units for persons who do not live alone if both the waiver participant and the person with whom they reside would require extensive routine supervision without a PERS unit in the home. For example, if one or both spouses are waiver participants and both are frail and elderly, the waiver agency may authorize a PERS unit for the waiver participants. Supports coordinators must clearly document in the case record the reason for the provision of a PERS unit when the participant does not live alone or is not left alone for significant lengths of time.



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D. Service Standards – Private Duty Nursing

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| Service Name | Private Duty Nursing | |
|--------------------|---|--|
| Service Definition | Individual and continuous care (in contrast to part time or intermittent care) provided by licensed nurses within the scope of state law. These services are provided to an individual in their home. To be eligible for PDN services, the participant must meet either Medical Criteria I or Medical Criteria II and Medical Criteria III. Regardless of whether the participant meets Medical Criteria I or II, the participant must also meet Medical Criteria III. The participants plan of service must; provide reasonable assurance of participant safety. This includes a strategy for effective back up in the event of absence of providers. The back up strategy must include informal supports or the participant's capacity to manage his or her care and summon assistance. | |
| Service Code | * T1000 Private duty/Independent nursing service(s); licensed, up to 15 minutes | |
| | *Please use: TD modifier to indicate an RN; TE modifier to indicate an LPN | |
| Units | Up to 15 minutes | |
| Service Delivery | ☑ Traditional/Agency-Based | |
| Options | ☑ Self-Determination | |

Medical Criteria

Medical Criteria I – The participant is dependent daily on technology-based medical equipment to sustain life. "Dependent daily on technology-based medical equipment" means:

- 1. Mechanical rate-dependent ventilation (four or more hours per day), or assisted rate-dependent respiration (e.g., some models of Bi-PAP); or
- 2. Deep oral (past the tonsils) or tracheostomy suctioning eight or more times in a 24-hour period; or
- Nasogastric tube feedings or medications when removal and insertion of the nasogastric tube is required, associated with complex medical problems or medical fragility; or
- 4. Total parenteral nutrition delivered via a central line, associated with complex medical problems or medical fragility; or



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5. Continuous oxygen administration (eight or more hours per day), in combination with a pulse oximeter and a documented need for skilled nursing assessment, judgment, and intervention in the rate of oxygen administration. This would not be met if oxygen adjustment is done only according to a written protocol with no skilled assessment, judgment or intervention required. Continuous use of oxygen therapy is a covered Medicaid benefit for beneficiaries age 21 and older when tested at rest while breathing room air and the oxygen saturation rate is 88 percent or below, or the PO2 level is 55 mm HG or below.

Medical Criteria II – Frequent episodes of medical instability within the past three to six months, requiring skilled nursing assessments, judgments, or interventions (as described in III below) as a result of a substantiated medical condition directly related to the physical disorder.

Definitions:

- 1. "Frequent" means at least 12 episodes of medical instability related to the progressively debilitating physical disorder within the past six months, or at least six episodes of medical instability related to the progressively debilitating physical disorder within the past three months.
- 2. "Medical instability" means emergency medical treatment in a hospital emergency room or inpatient hospitalization related to the underlying progressively debilitating physical disorder.
- 3. "Emergency medical treatment" means covered inpatient and outpatient services that are furnished by a provider that is qualified to furnish such services and are needed to evaluate or stabilize an emergency medical condition.
- 4. "Emergency medical condition" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson who possesses an average knowledge of health and medicine could reasonably expect the absence of immediate medical attention would result in placing the health of the individual in serious jeopardy, serious impairment to bodily functions, or serious dysfunction of any bodily organ or part.
- 5. "Directly related to the physical disorder" means an illness, diagnosis, physical impairment, or syndrome that is likely to continue indefinitely, and results in significant functional limitations in 3 or more activities of daily living.
- 6. "Substantiated" means documented in the clinical or medical record, including the nursing notes.



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Medical Criteria III – The participant requires continuous skilled nursing care on a daily basis during the time when a licensed nurse is paid to provide services.

Definitions:

- 1. "Continuous" means at least once every 3 hours throughout a 24-hour period, and when delayed interventions may result in further deterioration of health status, in loss of function or death, in acceleration of the chronic condition, or in a preventable acute episode. Equipment needs alone do not create the need for skilled nursing services.
- "Skilled nursing" means assessments, judgments, interventions, and evaluations of interventions requiring the education, training, and experience of a licensed nurse. Skilled nursing care includes, but is not limited to:
 - Performing assessments to determine the basis for acting or a need for action, and documentation to support the frequency and scope of those decisions or actions;
 - b. Managing mechanical rate-dependent ventilation or assisted rate-dependent respiration (e.g., some models of Bi-PAP) that is required by the beneficiary four or more hours per day;
 - c. Deep oral (past the tonsils) or tracheostomy suctioning;
 - d. Injections when there is a regular or predicted schedule, or injections that are required as the situation demands (prn), but at least once per month (insulin administration is not considered a skilled nursing intervention);
 - e. Nasogastric tube feedings or medications when removal and insertion of the nasogastric tube is required, associated with complex medical problems or medical fragility;
 - f. Total parenteral nutrition delivered via a central line and care of the central line;
 - g. Continuous oxygen administration (eight or more hours per day), in combination with a pulse oximeter, and a documented need for adjustments in the rate of oxygen administration requiring skilled nursing assessments, judgments and interventions. This would not be met if oxygen adjustment is done only according to a written protocol with no skilled assessment, judgment or intervention required. Continuous use of oxygen therapy is a covered Medicaid benefit for beneficiaries age 21 and older when tested at rest while breathing room air and the oxygen saturation rate is 88 percent or below, or the PO2 level is 55 mm HG or below;
 - h. Monitoring fluid and electrolyte balances where imbalances may occur rapidly due to complex medical problems or medical fragility. Monitoring by a skilled nurse would include maintaining strict intake and output, monitoring skin for edema or dehydration, and watching for cardiac and respiratory signs and



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symptoms. Taking routine blood pressure and pulse once per shift that does not require any skilled assessment, judgment or intervention at least once every three hours during a 24-hour period, as documented in the nursing notes, would not be considered skilled nursing.

I. MINIMUM STANDARDS FOR TRADITIONAL/AGENCY-BASED

- A. All nurses providing Private Duty Nursing (PDN) to MI Choice participants must meet licensure requirements and practice the standards found under MCL 333.17201-17242, and maintain a current State of Michigan nursing license.
- B. This service may include medication administration as defined under MCL 333.7103(1).
- C. The vendor shall maintain close contact with the AAA 1-B and the participant's Care Manager to promptly report changes in each participant's condition and/or treatment needs upon observation of such changes.
- D. Through a person-centered planning process, the waiver agent shall determine the length and duration of services provided.
- E. The vendor shall send case notes to the care manager on a regular basis to update the care manager on the condition of the participant.
- F. The AAA 1-B is required to obtain prior authorization from MDCH for PDN services provided to participants aged 18-21. Normally, the Medicaid state plan covers PDN services for participants in this age group.

II. PROGRAM REQUIREMENTS

A. The AAA 1-B shall explore and utilize all other sources of funding before using MI Choice funds for PDN services.

III. VENDOR RECORDS

A. Vendors MUST maintain copies of the physician's orders in each participant's record. This is in addition to other required information that must be maintained in participant records. The waiver agency is responsible for assuring there is a physician order for the private duty nursing services authorized. The waiver agency shall maintain a copy of the physician orders in the case record.



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IV. MINIMUM STANDARDS FOR SELF-DETERMINED SERVICE DELIVERY

- A. Each chosen provider must minimally comply with section C of the "General Operating Standards for MI Choice Waiver Service Providers."
- B. When authorizing Private Duty Nursing for participants choosing the selfdetermination option, vendors must comply with the Minimum Standards for Traditional Service Delivery specified above

LIMITATIONS

- 1. Participants receiving MI Choice Nursing Services are not eligible to receive Private Duty Nursing Services.
- 2. All PDN services authorized musts be medically necessary as indicated through the MI Choice assessment and meet the medical criteria described above.
- 3. The participant's physician, physician's assistant, or nurse practitioner must order PDN services and work in conjunction with the waiver agency and provider agency to assure services are delivered according to that order.
- 4. Where applicable, the participant must use Medicaid state plan, Medicare, or other available payers first.
- 5. The waiver agency and/or direct service provider shall explore and utilize all other sources of funding before using MI Choice funds for PDN services.
- 6. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services
- 7. Services paid for with MI Choice funds shall not duplicate nor replace services available through the Michigan Medicaid state plan. Waiver agencies and direct service providers can find state plan coverage online in the Medicaid Provider Manual at www.michigan.gov/mdch.
- 8. PDN is limited to persons aged 21 or older. PDN is a Medicaid State Plan benefit for persons under the age of 21 who qualify for the service.
- 9. It is not the intent of the MI Choice program to provide PDN services on a continual 24 hours per day, 7 days per week basis. MI Choice services are



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intended to supplement informal support services available to the participant. Only under extreme circumstances should 24/7 PDN be authorized for a participant. These circumstances must be clearly described in the participant's case record and approved by MDCH.

10. 24/7 PDN services cannot be authorized for persons who cannot direct their own services and supports, make informed decisions for themselves, or engage their emergency back up plan without assistance. These persons must have informal caregivers actively involved in providing some level of direct services to the participant on a routine basis.



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D. Service Standards – Respite Care Provided Inside of the Home

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| Service Name | Respite Care Provided In Home | |
|--------------------|---|--|
| Service Definition | Services provided to individuals unable to care for themselves; furnished on a short-term basis because of the absence or need for relief of those persons normally providing the care. Services are provided in the participant's home or a private place of residence. Respite does not include the cost of room and board. Respite can only be provided in the home of another when the participant is using the self determination option for service delivery. | |
| Service Code | S5150 Unskilled respite care, not hospice, per 15 minutes S5151 Unskilled respite care, not hospice, per diem | |
| Units | S5150 = 15 minutes | |
| | S5151 = per diem | |
| Service Delivery | ☑ Traditional/Agency-Based | |
| Options | ☑ Self-Determination | |

I. MINIMUM STANDARDS FOR TRADITIONAL SERVICE DELIVERY

- A. Each vendor shall employ a professionally qualified supervisor that is available to staff while the staff provides respite care. Personnel assignments must conform to the wage and hour provisions of pertinent local, state, and federal laws.
- B. Participant's choosing this method of service delivery <u>may not</u> choose to have respite furnished in the home of another.
- C. Members of a participant's family who are not the participant's regular caregiver may provide respite for the regular caregiver. However, the AAA 1-B shall not authorize service program funds to pay for services furnished to a participant by that person's spouse or regular caregiver.

Family members that provide respite services must meet the same standards as employees who are unrelated to the individual.

D. Each waiver agent must establish and follow written eligibility criteria for in-home respite that include, at a minimum:



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- 1. Participants must require continual supervision to live in their own homes or the home of a primary caregiver, or require a substitute caregiver while their primary caregiver needs relief or is other unavailable.
- 2. Participants have difficulty performing or are unable to perform activities of daily living without assistance.
- E. Respite services include:
 - 1. Attendant care (participant is not bed-bound) such as companionship, supervision and/or assistance with toileting, eating, and ambulation.
 - 2. Basic care (participant may or may not be bed-bound) such as assistance with ADLs, a routine exercise regimen, and self-medication.
- F. The vendor must obtain a copy of appropriate portions of the assessment conducted by the AAA 1-B before initiating service. The assessment information must include a recommendation made by the assessing RN describing the respite care support services the participant needs. The AAA 1-B or the vendor shall ensure that the skills and training of the respite care worker assigned coincides with the condition and needs of the participant.
- G. With the assistance of the participant and/or participant's caregiver, the vendor shall determine an emergency notification plan for each participant, pursuant to each visit.
- H. Each vendor shall establish written procedures that govern the assistance given by staff to participants with self-medication. These procedures shall be reviewed by a consulting pharmacist, physician, or registered nurse and shall include, at a minimum:
 - 1. Vendor staff who are authorized to assist participants with taking their own prescription or over-the-counter medications and under what conditions such assistance may take place. This must include a review of the type of medication the participant takes and its impact upon the participant.
 - 2. Verification of prescription medications and their dosages. The provider shall maintain all medications in their original, labeled containers.
 - 3. Instructions for entering medication information in participant files.



D. Service Standards – Respite Care Provided Inside of the Home

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- 4. A clear statement of the participant's and participant's family's responsibility regarding medications taken by the participant and the provision for informing the participant and the participant's family of the provider's procedures and responsibilities regarding assisted self administration of medication.
- 5. The waiver agent shall not authorize respite care to relieve a caregiver that receives waiver funds to provide another service to the waiver participant. For example, if the waiver agent has authorized a niece to provide 30 hours per week of personal care to the participant and pays for this care with waiver funds, the waiver agent shall not also authorize additional hours of respite to relieve that niece of her caregiver duties. Rather, the waiver agent should decrease the niece's paid hours and authorize another caregiver to provide the needed care to the participant.

This requirement may be waived if:

- a) The case record demonstrates that the participant has a medical need for services and supports in excess of the authorized amount of MI Choice services (i.e. in the example above the participant has a medical need for 50 hours per week of services); and
- b) The case record demonstrates that the paid caregiver furnished unpaid services and supports to the participant (i.e. the niece is paid for 30 hours per week, but actually delivers 50 hours per week of services); and
- c) The paid caregiver is requesting respite for the services and supports not usually authorized through the MI Choice program (i.e. for all or part of the 20 hours of medically necessary, but unpaid services the niece regularly furnishes).
- 6. The waiver agent shall not authorize waiver funds to pay for respite care provided by the participant's usual caregiver.



D. Service Standards – Respite Care Provided Inside of the Home

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II. MINIMUM STANDARDS FOR SELF-DETERMINED SERVICE DELIVERY

- A. Each chosen provider must minimally comply the General Operating Standards in Section C of this manual.
- B. Participants choosing this method of service delivery may choose to have respite services delivered in the home of another.
- C. When authorizing Respite services for participants choosing the selfdetermination option, vendors must comply with items B, C, D, E, F, G, and H of the Minimum Standards for Traditional Service Delivery specified above.

Limitations

- MDCH does not intend Respite services to e furnished on a continual basis. Respite services should be utilized for the sole purpose of providing temporary relief to an unpaid caregiver. When a caregiver is unable to furnish unpaid medically necessary services on a regular basis, waiver agencies should work with the participant and caregiver to develop a plan of service that includes other MI Choice services as appropriate.
- 2. Where applicable, the participant must use Medicaid state plan, Medicare, or other available payers first.
- 3. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services
- 4. The costs of room and board are not included.
- 5. Respite services cannot be scheduled on a daily basis.
- 6. Respite should be used on an intermittent basis to provide scheduled relief of informal caregivers.
- 7. The waiver agency shall not authorize waiver funds to pay for respite services provided by the participant's usual caregiver.



D. Service Standards – Respite Care Provided Outside of the Home

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| Service Name | Respite Care Provided Outside of the Home |
|--------------------|---|
| Service Definition | The provision of temporary care and supervision, furnished on a short term basis, to persons in out-of-home settings to provide a brief period of rest or relief from the day-to-day caregiving because of the absence, or need for relief, of those persons normally providing the care (primary caregiver) when the community participant is either a dependent family member unable to care for themselves, or a primary caregiver. Either the dependent family member or the primary caregiver must be sixty years of age or older. When provided in a Medicaid-certified hospital or licensed Adult Foster Care facility this type of respite may include the cost of room and board. |
| Service Code | H0045 Respite services not in the home, per diem |
| Units | H0045 = per day |
| Service Delivery | ☑ Traditional/Agency-Based |
| Options | □ Self-Determination |

I. MINIMUM STANDARDS FOR TRADITIONAL SERVICE DELIVERY

- A. Each Out-of-Home Respite (OHR) vendor must be either a Medicaid certified hospital or a licensed group home as defined in MCL 400.701 ff, which includes adult foster care homes and homes for the aged.
 - **<u>Note</u>**: A copy of the license shall be submitted to the AAA 1-B with the Bid Agreement and upon each renewal.
- B. OHR service includes:
 - 1. Attendant Care (Participant is not bed-bound.) Includes companionship, supervision, and/or assistance with toileting, eating, and ambulation.
 - 2. Basic Care (Participant may or may not be bed-bound.) Includes assistance with Activities of Daily Living (ADLs) (including personal care), routine exercise, regimen, and supervision and adherence to medication requirements.



| D. Service Standards – Respite Care Provided Outside of the Home | | |
|--|-------------------|--|
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- 3. Personal Care (PC) Showering and assistance with ADLs.
- 4. Nutrition For respite stays of 24-hours or more, the facility must have the capacity to provide a minimum of three meals per day which provide a balanced diet specific to the needs of the individual and that meets the Dietary Reference Intakes (DRI) and 100% of the daily Recommended Dietary Allowances (RDA) as established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council. For more information on these standards, please contact the AAA 1-B Nutrition Contracts Manager, with additional references available at: *www.healthierus.gov/dietaryguidelines*.

Note: Each vendor shall submit a copy of the following:

- Vendor menu planning policy and sample menu rotation (i.e., monthly defined cycle, seasonal)
- Current health inspection report
- Current food service license
- Food service manager certification
- Fire safety inspection report
- Documentation of compliance with other applicable local, state, and federal food and/or nutrition standards
- C. Programs must have the capacity to provide a wide range of support services, and be able to provide short term, intermittent care, and 24-hour care, including holidays and weekends.
- D. Each provider must have written policies and procedures compatible with the "General Operating Standards for Waiver Agencies and Contracted Direct Service Providers" and minimally, Section B of the "General Operating Standards for MI Choice Waiver Providers."
- E. Out of home respite providers must also adhere to the parts 5 and 6 of Section A of the "General Operating Standards for Mi Choice Waiver Providers".
- F. Each direct service provider shall demonstrate a working relationship with a hospital and/or other health care facility for the provision of emergency health care services as needed. With the assistance of the participant and/or participant's caregiver, the waiver agency and/or direct service provider shall determine an emergency notification plan for each participant, pursuant to each visit.



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II. ELIGIBILITY CRITERIA

- 1. Each vendor must establish written eligibility criteria that include, at a minimum:
 - 1. Participants must require continual supervision to live in their own homes or the home of a primary caregiver, or require a substitute caregiver while their primary caregiver needs relief or is otherwise unavailable; and
 - 2. Participants have difficulty performing or are unable to perform ADL's without assistance.

III. SERVICE PROVISION REQUIREMENTS

- A. The vendor must obtain a copy of the assessment conducted by the AAA 1-B before initiating service. The assessment information must include a recommendation made by the assessing RN (or a qualified professional) describing the respite care support services the AAA 1-B participant needs.
- B. Prior to initiating service for a particular participant, OHR facility shall be informed about:
 - a. Special needs of the participant;
 - b. Medication usage of the participant;
 - c. The emergency notification plan developed in conjunction with the participant and/or primary caregiver (see the OHR Emergency Contact Form on page D-68); and
 - d. Written instructions for service to each individual participant based on the service plan developed for that participant.

IV. PARTICIPANT RECORDS

- 1. Each vendor must maintain comprehensive and complete records for all AAA 1-B DSP service program OHR participants that contain, at a minimum:
 - Details of the request to provide service.
 a. DSP service program participant CSS Authorization Form



- 2. A copy of the AAA 1-B's evaluation of the participant's needs.
 - a. Service Program DSP participant CSS Assessment/ Reassessment
- 3. Pertinent medical, social, and/or functional participant information as necessary to provide the proper delivery of the requested service.
 - a. Completed OHR <u>Facility Assessment Form</u> (i.e. specific to the facility).
 - b. Other admission forms and documentation required by the licensed OHR facility in order to provide service to participants. Refer to note below.
 - **Note:** Vendor participant files must contain the following forms/documentation required by the State of Michigan for the specific license under which the vendor operates.

Adult Foster Care (AFC) Facilities – Participant Assessment; Physician's Health Care Appraisal (including prescribed medications) signed by the participant's physician; Funds Release Form; Resident Care Agreement; and Participant Information Identification Record.

Homes For the Aged (HFA) Facilities – Participant Assessment; Medical Evaluation (including prescribed medications) signed by the participant's physician; and Participant Information and Identification Record.

- 4. A description of the provided service (i.e., documentation of tasks performed/services provided for participant at the facility including assistance with personal care, meals and activities).
- 5. Progress Notes and Supervisory Notes
 - a. Progress Notes are worker observations of the participant that include:
 - Change in the participant's condition (condition of skin, change in appetite or appearance, etc.)
 - The amount of assistance needed
 - How well service is tolerated
 - Any concerns or changes observed



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- b. Vendors shall document in the participant file, date and reason for discharge for those participants whose OHR services are terminated before the scheduled discharge date.
- 6. The number of units (days) provided per stay.
 - **Note:** Records must contain a listing of all dates of service provision for each participant (i.e. date of admission/date of discharge/total number of respite days per stay).
- 7. The date(s) of service provision.
- 8. The total cost of each service provided (for DSP service program participants).
- 9. Notes in response to participant, family, and agency contacts.
- 10. Record of release of any personal information about the participant and/or a copy of the signed Release of Information Form.
- 11. Vendors with multiple sources of funding must specifically identify AAA 1-B participant files.
- 12. Vendors must keep all participant records (written, electronic, or other) confidential in controlled access files.

V. <u>MEDICATION PROCEDURES</u>

- A. Each vendor shall establish <u>written policies and procedures</u> to govern the assistance given by staff to AAA 1-B participants taking medications while participating in the OHR program. These procedures shall be reviewed by a consulting pharmacist, physician, or RN and shall include, at a minimum:
 - 1. Vendor staff authorized to assist participants with taking either prescription or non-prescription medications, and under what conditions such assistance may take place.



- 2. A review of the type of medication the participant takes and its impact upon the participant.
- 3. Verification of prescription medication regimen including prescriptions and dosages.
- 4. The provider shall maintain all medications in their original, labeled containers.
- 5. Secured storage of medications brought in by participants or maintained by the program.
- 6. Disposal of unused medications.
- 7. Instructions for entering medication information in participant files (including times and frequency of assistance).
- 8. A clear statement of the participant's and participant's family's responsibility regarding medications taken by the participant while at the facility.
- 9. The provision for informing the participant and the participant's family of the program's procedures and responsibilities regarding administered and/or assisted self-administration of medications.
- 10. Volunteer respite care workers shall not assist participants, in any way, in taking either prescription or over-the-counter medications.
- 11. Only prescribed and over-the-counter medications that are ordered by the physician on the physician's Health Care Appraisal or Medical Evaluation - Physician's Orders Form will be administered during the respite stay.
- 12. Any changes that occur in medications ordered during the participant's stay at the OHR vendor agency's facility must be ordered by the participant's physician on a written prescription and verified with the physician by the OHR vendor agency.
- 13. Written consent from the participant, or participant's representative, to assist in taking medications.



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- 14. Procedures for medication set-up.
- 15. Training provided to staff authorized to assist participants in taking medications.
- 16. If unlicensed staff are allowed to assist participants in selfadministration of medications, the staff must have successfully completed a training program which includes:
 - a. Relevant consumer rights and responsibilities
 - b. Job responsibilities
 - c. Limitations of reminding versus medication administration
 - d. Periodic (minimum every two years) demonstration of safe practice job responsibilities
- B. In addition, the OHRs written medication procedures shall include:
 - 1. Procedures for observing, recording, and reporting to the physician and AAA 1-B Care Manager any reactions or effects of medications.
 - 2. A statement of verification that agency or facility staff providing medication services document when they observe the participant taking their medications and notifying their supervisor (for DSP service program participants, ultimately the AAA 1-B Care Manager) if the participant does not take their medications as prescribed. This shall include provisions to:
 - a. Document refusals
 - b. Contact family/emergency contact
 - **Note:** Evidence of such training is documented and retained in the employee's personnel file.
 - 3. If agency or facility staff are administering medications, the medication policy must include a provision to maintain a written prescription in the resident's record signed by an authorized prescriber (i.e., physician, nurse practitioner).
 - 4. All staff must use the 7 "Rs" when providing medication assistance: right person; right medication(s); right dose; right time; right route; right documentation; and right reason.



D. Service Standards – Respite Care Provided Outside of the Home

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C. <u>Medication Administration Check-In and Discharge Procedure</u>

The following procedure will be followed when admitting and discharging a person participating in the AAA 1-B OHR program:

- 1. At the time of admission, all medication will be counted and recorded on a Medication Log sheet by the RN or admission coordinator, in the presence of the participant and/or family member. Signatures will be required for verification of those doing the count.
- 2. At the time of discharge, all medication will be recounted and any remaining medications will be listed on the original Medication Log sheet by the RN or admission coordinator in the presence of the participant and/or family member. Signatures will be required for verification of those doing the count. All remaining medication will be returned to the caregiver/family at time of the participants' discharge.
- 3. Medications can only be administered as ordered by the physician and any changes in medications, dosages, or times to be given from what is ordered on the physician's Health Care Appraisal or Medical Evaluation - Physician's Orders form must have a new written order from the physician at the time of admission.
- 4. All pharmacy labeled medication containers must contain enough medication to last the entire respite stay.
- 5. At the time of admission, if the family does not present appropriate medication as ordered in pharmacy labeled containers, the OHR facility will make the decision to continue with the admission or refuse admission until all medication is adequately supplied and in pharmacy labeled containers.

VI. <u>PERSONNEL</u>

A. Each vendor shall employ a professionally qualified program director that directly supervises program staff.

Note: Supervision must be available to program staff at all times the participants are in the respite facility.



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- B. If the vendor utilizes volunteer respite care workers, they may <u>ONLY</u> provide attendant care.
- C. Personnel assignments must conform to the wage and hour provision of pertinent local, state, and federal law.

VII. <u>TRAINING</u>

- A. Vendor staff must receive an orientation training which includes topics listed under orientation training in the general standards. (See General Operating Standards Section C.)
- B. Vendor staff must receive in-service training at least twice each fiscal year that is specifically designed to increase their knowledge and understanding of the OHR program and participants, and to improve their skills at tasks performed in the provision of service.
- C. In addition to the recommended in-service training topics listed in the General Operating Standards Section C, training on the following topics are also recommended for OHR program staff:
 - Basic nutrition
 - Communication, assessment, and observation skills
- D. The vendor must maintain comprehensive records identifying dates for training and topics covered in agency training log and/or each employee's personnel file.
- E. The vendor shall develop an individualized in-service training plan for each employee when performance evaluations indicate a need.
- F. Vendors must conduct in-home (on-site for OHR) supervision of their staff at least twice per each fiscal year. A qualified professional must conduct the supervisory visit.

VIII. <u>EMERGENCY REQUIREMENTS</u>

A. Each vendor shall demonstrate a working relationship with a hospital and/or other health care facility for the provision of emergency health care services, as needed.



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- B. With assistance of the participant and/or participant's caregiver, the vendor shall determine an emergency notification plan for each participant, pursuant to each visit.
- C. Respite workers shall report any significant changes in a participant's condition to their supervisor promptly.
- D. The vendor must have first-aid supplies available at the service center.
- E. Procedures to be followed in emergency situations (fire, severe weather, etc.) must be posted in each room of the OHR service center. <u>Practice</u> <u>drills of emergency procedures are to be conducted once every six</u> <u>months. The program must maintain a record of all practice drills.</u>

IX. OTHER PROCEDURES

A. Media Publicity Procedure

- 1. All advertising by the OHR vendor agency that refers to the partnership with AAA 1-B must have prior written approval from the AAA 1-B and the information must be submitted for approval at least ten days prior to use.
- 2. The AAA 1-B will make every effort to work with the OHR vendor agency to facilitate promotion of this new OHR program.

B. Bed Usage Procedure

- 1. The OHR vendor agency must notify the AAA 1-B of any facility related problems that could affect bed usage.
- 2. The AAA 1-B will not be responsible for reimbursing the OHR vendor agency for days that the AAA 1-B is unable to use the bed due to a facility related problem.

Note: The OHR vendors must provide a written 30-day notice of intent to terminate participation in the AAA 1-B DSP vendor pool as noted on the bid agreement documents.



D. Service Standards – Respite Care Provided Outside of the Home

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C. <u>Clothing and Supplies Check-In and Discharge Procedure</u>

At the time of admission, all clothing and supplies shall be counted and recorded by a staff person on an inventory sheet in the presence of the participant, and/or family member. Signatures will be required from staff and family member verifying count.

D. Incident Reporting Procedure

- 1. When an incident/accident occurs involving a person participating in the AAA 1-B OHR program, the following procedure shall be followed:
 - a. The OHR vendor agency will notify the AAA 1-B OHR Coordinator of any incidents/accidents involving an AAA 1-B participant on the day the incident occurs.
- 2. A copy of the incident report will be faxed to the AAA 1-B Respite Manager within 48-hours.
- 3. Facilities who participate in the AAA 1-B OHR program will incorporate 1 and 2 (listed above) in their procedure manual regarding incident reporting.

E. Participant No-Show Procedure

- 1. The following procedure shall be followed when a scheduled participant fails to show up for admission on the scheduled day of arrival:
 - a. The OHR vendor agency shall notify the AAA 1-B Supports Coordinator by 4:30 p.m. on the scheduled day of arrival. If the scheduled arrival time for the participant is after 5 p.m. and the participant does not show up, the agency shall notify the AAA 1-B Supports Coordinator by 9 a.m. the following day. For scheduling problems occurring after 5 p.m. on Friday, the agency shall notify the Supports Coordinator by 9 a.m. Monday morning.
- 2. The OHR vendor agency shall notify the AAA 1-B Supports Coordinator of the arrival of any participant before their scheduled



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date of arrival and must obtain approval for an early admission before accepting the participant.

F. <u>Transportation Protocols</u>

Transportation is not part of the AAA 1-B OHR service definition. If a family member chooses to allow the participant to participate in outings, field trips, etc. off the premises of the OHR facility while a respite participant under the AAA 1-B program, the OHR facility must have the family member sign a waiver form releasing the AAA 1-B of any responsibility. The OHR facility is responsible for developing this waiver form and submitting to the AAA 1-B for prior approval.

X. FACILITY FURNISHINGS

- A. Each vendor shall have the following furnishings:
 - 1. At least one straight back or sturdy folding chair for each participant and staff person;
 - 2. Lounge chairs and/or day beds as needed for naps and rest periods;
 - 3. Storage space for each participant's personal belongings;
 - 4. Tables for both ambulatory and non-ambulatory participants:
 - 5. A telephone accessible to all participants;
 - 6. Lounge area; and
 - 7. Special equipment as needed to assist handicapped individuals.
- B. The vendor shall maintain all equipment and furnishings used during program activities or by program participants in safe and functional condition.
- C. Each vendor shall document that it is in compliance with:
 - 1. Barrier-free design specifications of Michigan and local building codes;
 - 2. Fire safety standards;
 - 3. The Michigan Food Code; and
 - 4. Applicable Michigan and local public health codes.



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Note: The OHR vendor must send to the AAA 1-B copies of recent licensing and inspection reports within ten days of receipt. If for any reason a vendors' Adult Foster Care or Home for the Aged license is revoked or suspended by the state licensing agency, the vendor must notify the AAA 1-B Respite Manager within 24 hours of receiving notification of such action.

LIMITATIONS

- MDCH does not intend Respite services to be furnished on a continual basis. Respite services should be utilized for the sole purpose of providing temporary relief to an unpaid caregiver. When a caregiver is unable to furnish unpaid medically necessary services on a regular basis, waiver agencies should work with the participant and caregiver to develop a plan of service that includes other MI Choice services as appropriate.
- 2. Where applicable, the participant must use Medicaid state plan, Medicare, or other available payers first.
- 3. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services.
- 4. For each participant, the waiver agency shall not authorize MI Choice waiver payment for more than 30 days of our of home respite service per calendar year.
- 5. Respite services cannot be continually scheduled on a daily basis. Out of home respite may be scheduled for several days in a row, depending upon the needs of the participant and the participant's caregivers.
- 6. Respite should be used on an intermittent basis to provide scheduled relief of informal caregivers.
- 7. The waiver agency shall not authorize waiver funds to pay for respite services provided by the participant's usual caregiver.



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D. Service Standards – Specialized Medical Equipment & Supplies

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| Service Name | Specialized Medical Equipment and Supplies |
|--------------------|--|
| Service Definition | Specialized Medical Equipment and Supplies includes devices, controls, or appliances specified in the plan of care, which enable recipients to increase their abilities to perform activities of daily living, or to perceive, control, or communicate with the environment in which they live. |
| | This service includes items necessary for life support, ancillary supplies, and equipment necessary to the proper functioning of such items, and durable and non-durable medical equipment not available under the Medicaid state plan. |
| | Items reimbursed with waiver funds shall be in addition to any medical equipment and supplies furnished under the state plan and shall exclude those items that are not of direct medical or remedial benefit to the individual. All items shall meet applicable standards of manufacture, design, and installation. |
| Service Code | See list included below. |
| Units | Per item, unless otherwise specified. |
| Service Delivery | ☑ Traditional/Agency-Based |
| Options | □ Self-Determination |

I. <u>MINIMUM STANDARDS</u>

- A. Each DSP vendor must enroll in Medicare and/or Medicaid as a Durable Medical Equipment (DME) provider, pharmacy, etc., as appropriate.
- B. The following service codes are approved for use under the Specialized Medical Equipment and Supplies service:
 - 1. A4931, Oral thermometer, reusable, any type, each
 - 2. A4932, Rectal thermometer, reusable, any type, each
 - 3. A9300, Exercise equipment
 - 4. B4100, Food thickener, administered orally, per ounce
 - 5. B4150/BO, Enteral formulae; category 1; semi-synthetic intact protein/protein isolates, administered thru an enteral feeding tube, 100 calories=1 unit
 - a. The waiver agent must use the BO modifier to indicate oral administration. The state plan covers formulae for tube feeding.



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- b. This product may be in any form (liquid, solid, powder, bar, etc.).
- c. For cans of nutritional supplement, one can equals one unit.
- d. For bars of nutritional supplement, one bar equals one unit.
- 7. E0160, Sitz type bath or equipment, portable, used with or without commode
- 8. E0161, Sitz type bath or equipment, portable, used with or without commode, with faucet attachment
- 9. E0210, Electric heat pad, standard
- 10. E0215, Electric heat pad, moist
- 11. E0241, Bathtub wall rail, each
- 12. E0242, Bathtub rail, floor base
- 13. E0243, Toilet rail, each
- 14. E0244, Raised toilet seat
- 15. E0245, Tub stool or bench
- 16. E0315, Bed accessory; board, table or support device, any type
- 17. E0627, Seat lift mechanism incorporated into a combination lift chair mechanism
- 18. E0628, Separate seat lift mechanism for use with patient owned furniture; electric
- 19. E0629, Separate seat lift mechanism for use with patient owned furniture; non-electric
- 20. E0745, Neuromuscular stimulator, electronic shock unit
- 21. E1300, Whirlpool, portable (overtub type)
- 22. E1310, Whirlpool, non-portable (built-in type)
- 23. E1639, Scale, each
- 24. S5199, Personal care item, NOS, each
 - a. Use this code for items that the participant uses to perform ADLs or IADLs, or that assist the participant in the performance of ADLs or IADLs.
 - b. This category shall exclude items such as shampoo, soap, toothpaste, toothbrushes, dent-tips, shaving cream, and razors.
 - c. The waiver agent must include a description of this item in the appropriate loop for approval of a claim.
 - d. Standardized remarks are available.
- 22. S8095, Wig (for medically-induced or congenital hair loss)
- 23. T1999, Miscellaneous therapeutic items and supplies, retail purchases, NOC, identify product in "remarks"



- a. Items in this category have a therapeutic use for the participant.
- b. The waiver agent must include a description of this item in the appropriate loop for approval of a claim.
- c. Standardized remarks are available.
- 24. T2028, Specialized supply, NOS, waiver
 - a. Items in this category include specialized supplies that the Medicaid state plan does not cover.
 - b. This may include items that do not meet the "medically necessary" standard for state plan coverage, or quantities above state plan coverage.
 - c. The waiver agent must include a description of this item in the appropriate loop for approval of a claim.
 - d. Standardized remarks are available.
- 25. T2029, Specialized medical equipment, NOS, waiver
 - a. Items in this category include specialized medical equipment that the Medicaid state plan does not cover, or does not cover for adults.
 - b. This may include items that do not meet the "medically necessary" standard for state plan coverage.
 - c. The waiver agent must include a description of this item in the appropriate loop for approval of a claim.
 - d. Standardized remarks are available.
- 26. T2039, Vehicle modifications, waiver, per service
- 27. T4537, Incontinence product, protective underpad, reusable, bed size, each
- 28. T4540, Incontinence product, protective underpad, reusable, chair size, each
- 29. V5268, Assistive listening device, telephone amplifier, any type
- 30. V5269, Assistive listening device, alerting, any type
- 31. V5270, Assistive listening device, television amplifier, any type
- **Note:** The AAA 1-B and/or vendor shall seek affirmation of medical necessity for DME/supplies for a participant by obtaining a prescription for needed items.



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II. VENDOR RECORDS

- A. Each vendor must maintain participant records that contain:
 - 1. A copy of the request for service CSS Authorization Form
 - 2. Pertinent information as necessary for the service performed a. Copy of physician's order, where applicable
 - 3. A description of the provided servicea. Purchase Order/Delivery Slip (with date and cost)



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D. Service Standards - Training

Issue Date: 3/27/07

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| Service Name | Training |
|-----------------------------|--|
| Service Definition | Training services are instruction provided to an AAA 1-B participant or caregiver in either a one-to-one situation or a group basis to teach a variety of independent living skills, including the use of specialized or adaptive equipment or medically-related procedures required to maintain the individual in a home or community-based setting. The training needs must be identified in the comprehensive assessment or in a professional evaluation and included in the plan of care as a required service. Training is covered for areas such as activities of daily living, adjustment to home or community living, adjustment to mobility impairment, adjustment to serious impairment, management of personal care needs, the development of skills to deal with service providers and attendants, and effective use of adaptive equipment. For participants self-directing services, training may also include the training of independent supports brokers, developing and managing individual budgets, staff hiring and supervision or other areas related to self-direction |
| Service Code | S5110 Home care training, family, per 15 minutes S5115 Home care training, non-family, per 15 minutes |
| Units | S5110 = 15 minutes S5115 = 15 minutes |
| Service Delivery Options | Traditional/Agency-Based Self-Determination |

I. MINIMUM STANDARDS for Traditional Service Delivery

- A. DSP vendors that provide training must possess credentials required by Michigan laws or federal regulations, including:
 - 1. MCL 133.178 (physical therapist)
 - 2. MCL 133.183 (occupational therapist)
 - 3. MCL 133.1723 (social worker)
 - 4. MCL 133.172 (nursing)
- B. Each direct service provider must have written policies and procedures compatible with the "General Operating Standards for Waiver Agencies and Contracted Direct Service Providers," and minimally, Section A of the "General Operating Standards for MI Choice Waiver Providers."



| D. | Service | Standards - | Training |
|----|---------|-------------|----------|
|----|---------|-------------|----------|

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- C. The waiver agency must identify the training needs in the comprehensive assessment or in a professional evaluation, and include them in the plan of service. The waiver agent must provide a description of these needs to the direct service provider.
- D. The waiver agency must maintain verification of straining provided to self determined workers in the participant's case record.

LIMITATIONS

- A. Where applicable, the participant must use Medicaid state plan, Medicare, or other available payers first.
- B. The participant's preference for a certain provider or agency is not grounds for declining another payer in order to access waiver services.



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D. Service Standards – Transportation

Issue Date: 3/27/07

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| Service Name | Non Medical Transportation |
|-----------------------------|---|
| Service Definition | A centrally organized service offered to enable individuals to gain access to MI Choice and other community services/facilities, activities, and resources specified by the plan of care. |
| | This service is offered in addition to medical transportation REQUIRED under 42 CFR 431.53 and transportation services provided under the state plan defined at 42 CR 440.170(a)(implemented through MDCH) and shall NOT replace them. Such transportation, when provided for medical purposes, is not reimbursable through MI Choice. When the cost of transportation are included in the provider rate for another waiver service (e.g. Adult Day Health), there must be mechanisms to prevent the duplicative billing of Non Medical Transportation services. |
| | Transportation services under the AAA 1-B programs shall be offered in accordance with the individual's plan of care. Whenever possible, family, neighbors, friends, or community agencies, which can provide this service without charge, will be utilized. |
| Service Code | A0130 Non-emergency/Non-medical transportation wheelchair van, per trip S0209 Wheelchair Van, mileage, per mile S0215 Non-emergency transportation, mileage, per mile T2003, Non-Emergency Transportation; encounter/trip T2004 Non Emergency Transportation; commercial carrier, multi pass |
| Units | A0130 = Per mile S0209 = Per mile S0215 = Per mile T2003 = Per encounter or trip T2004 = Per pass |
| Service Delivery Options | ☑ Traditional/Agency-Based ☑ Self-Determination |

I. <u>MINIMUM STANDARDS</u>

A. The vendor shall be a centrally organized transportation company or agency that provides transportation utilizing any of the following methods:



- Demand/Responses Characterized by scheduling of small vehicles to provide door-to-door or curb-to-curb service on demand. The DSP vendor may include a passenger assistance component and/or the following variations:
 - a. Route Deviation Variation A normally fixed route vehicle leaves the scheduled route upon request to pick up the participant.
 - b. Flexible Routing Variation The DSP vendor constantly modifies routes to accommodate service requests.
- 2. Public Transit Characterized by partial or full payment of the cost for a participant to use an available public transit system. This can be either a fixed route or demand/response. The vendor may include a passenger assistance component.
- 3. Volunteer Characterized by reimbursement of out-of-pocket expenses for individuals who transport participants in their private vehicles. The vendor may include a passenger assistance component.
- 4. Ambu-Cab Characterized by a wheelchair-equipped van to provide door-to-door service on demand. The vendor shall include a passenger assistance component.
- B. All paid drivers for transportation vendors supported entirely or in part by AAA 1-B funded service programs shall be physically capable and willing to assist persons who require help, including door-to-door assistance and in and out of vehicles. The driver shall offer such assistance unless expressly prohibited by either a labor contract or insurance policy.
- C. The vendor shall train all paid drivers for transportation programs supported entirely or in part by AAA 1-B funded service programs to cope with medical emergencies, unless expressly prohibited by a labor contract or insurance policy. Written emergency procedures, communication devices (i.e. cell phones) and first aid supplies must be available in all vehicles.
- D. All paid drivers of the vendor must be trained on the vendor's transportation procedures and be knowledgeable of the needs of the persons served.
- E. Each vendor must review driving records of all drivers on a regular basis.



- F. Each vendor shall operate in compliance with PA 1 of 1985 regarding seat belt usage.
- G. The Secretary of State must appropriately license and inspect all drivers and vehicles used for transportation supported all or in part by AAA 1-B funded service programs. The vendor must cover all vehicles used and owned by the agency with liability insurance
- H. All vendors of transportation services must submit (with the bid application) seat belting protocol, and an outline of driver training guidelines, which shall include how to ensure that participants are properly restrained. For current providers, this policy shall be reviewed upon assessment.
- I. AAA 1-B participants riding in the back seat of an automobile must be seat belted. **Note:** State law requires use of front seat belts.
- J. For AAA 1-B participants riding in wheelchairs, the chair must be belted into the van/bus and the participant must also be belted into the chair. Both types of restraints are required.
- K. Agencies transporting participants in vehicles that do not include shoulder belts to keep participants in the chair should contact the AAA 1-B Care Manager to discuss options for obtaining a seatbelt that can be connected directly to the wheelchair.
- L. The AAA 1-B may use funded service programs to pay for the costs of non-medical transportation for program participants. Whenever possible, the AAA 1-B shall utilize family, neighbors, friends, or community agencies that can provide their service without charge.
- M. The AAA 1-B may not use funded service programs to purchase or lease vehicles for AAA 1-B participants to provide transportation services.
- N. The AAA 1-B shall not authorize MI Choice funds to reimburse caregivers (paid or informal) to run errands for AAA 1-B participants when the participant does not accompany the driver of the vehicle. The purpose of the transportation is to enable MI Choice participants to gain access to waiver and other community services, activities, and resources.



- O. All wheelchair transportation vehicles will be assessed for the following:
 - 1. Accessibility
 - 2. Safety features
 - 3. Safety equipment
 - 4. Maintenance of vehicles in accordance with the manufacturer's recommendations.
- P. All providers of wheelchair transportation will be assessed annually by the AAA 1-B for compliance with these standards.

II. <u>VENDOR RECORDS</u>

- A. Participant Records Each vendor must maintain participant records that contain:
 - 1. A copy of the request for service CSS Authorization Form
 - 2. Pertinent information as necessary for the service performed -Summary of Need Form received from AAA 1-B
 - A description of the provided service:
 a. Route sheet showing date, time, and destinations

III. MINIMUM STANDARDS FOR SELF-DETERMINED SERVICE DELIVERY

- A. Each chose provider must minimally comply with Section C of the General Operating Standards.
- B. The Secretary of State must appropriately license and inspect all drivers and vehicles used for transportation supported all or in part by MI choice funds. The provider must cover all vehicles used with no fault automobile insurance.
- C. Each chosen provider for transportation services supported entirely or in part by MI Choice funds shall be physically capable and willing to assist persons requiring help to and from and to get in and out of vehicles.
- D. Each chosen provider shall operate in compliance with P.A. 1 of 1985 regarding seat belt usage.



E. SERVICE AUTHORIZATION AND BILLING

This section contains the following information:

- General Information
- Overview of Funding Sources/Reimbursement Structure
- Authorization Forms
- Harmony Billing Instructions/Claims Submission Process
- DSP Billing Memorandum
- Billing Adjustments



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I. <u>GENERAL INFORMATION</u>

Payment to vendors for services is dependent on the submission of proper billing data through the Harmony Information System

DSP vendors bill the AAA 1-B on a regular basis for current activity. To receive prompt payment, billings processed in Harmony by Third Wednesday of each month are paid the following Friday.

Billing should be entered into Harmony in a prompt manner. All billing for the previous month should be completed by the third Wednesday of the month. Any claim greater than 60 days from the date of service should be reported to the Accounting Manager by email.

II. OVERVIEW OF FUNDING SOURCES/REIMBURSEMENT STRUCTURE

A. The AAA 1-B uses Older Americans Act funds, State of Michigan funds, Medicaid funds, and private contributions to purchase services for Community Care Management (CCM), Community Living Program (CLP), Rapid Response Respite (RRR), and MI Choice participants from agencies and businesses ("vendors") participating in the vendor pool.

B. Vendors are reimbursed by the AAA 1-B on a unit rate system. Each vendor must submit a Bid Agreement form that indicates the unit rate of reimbursement for each service. The Bid Agreement must be approved and signed by the AAA 1-B.

C. Only vendors approved for the vendor pool shall be reimbursed.

D. Reimbursement to vendors is made at the vendor's approved reimbursement bid rate for the number of units authorized by the CSS staff.

E. A vendor will not be reimbursed by the AAA 1-B for service delivered to a participant without an Authorization.

F. Billing should reflect actual services rendered and is verifiable through documentation (i.e. employee timesheet). Billing based solely on the authorization is fraudulent and may lead to disciplinary action including and up to termination of the bid agreement.

III. <u>AUTHORIZATION</u>

To be reimbursed, a vendor must receive authorization from the AAA 1-B through Harmony. Written authorization is required to start a new service, change service, add or delete service, and stop service if you are not a vendor with access to Harmony.



Α. Understanding the Authorization Form in Harmony

- 1. Start Date – The date the service is to start.
- 2. **Stop Date** – The date the service is to stop. If the service is to be ongoing, the date will be the end of the fiscal year.
- 3. **ISO Code** – Indicates the funding source.
- 4. Service/Code – The service name and service code will appear in the box.
- 5. Services Description – One service will be listed on each authorization.
- 6. **Unit Type** – Describes the type of unit.
- 7. Number of Units – Number of units authorized per unit of measure.
- 8. **Per Unit of Measure** – Unit time period.
- 9. **Number of Periods** – Number of periods within the date range.
- 10. Max Units – Maximum number of units billable.
- 11. **Unit Cost** – This is the reimbursement rate. It is the same as the unit rate on the Bid Agreement.
- 12. Max Amount – Total dollar amount available toward billing services.
- 13. **Worker** – Person who created the authorization.
- 14. **Date Approved** – Date authorization was approved.
- 15. **Day of Week** – Used to indicate client's preference at the time the authorization was created.
- 16. **Comment** – Additional information from the Supports Coordinator.
- 17. **Terminates** – If this box is checked you cannot bill again this authorization.
- 18. **Comments** – Indicates pertinent information for the vendor in order to clarify the expected delivery of services. The note will be clear, concise, and ONLY contain information to clarify service delivery needs. If you are unclear about the notes,



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please contact the AAA 1-B Supports Coordinator immediately. Note: Comments in this field become permanent parts of the client's personal record.

a. For example, a Supports Coordinator authorizes respite service two days per week, 20 units per visit; however, the caregiver is also the parent of school age children and needs a great deal of flexibility in the delivery of this service. The Supports Coordinator might enter a note stating:

"Respite services may be delivered according to the schedule as worked out with the caregiver/daughter. Units may not exceed 180 units per month."

IV. HARMONY BILLING INTRUCTIONS/CLAIMS SUBMISSION PROCESS

Vendor data prerequisites (completed by DSP Vendor Manager)

- Required fields in provider record: Vendor No., taxpayer ID, & claims identifier
- Provider open to fund code (AAA)
- Services attached to provider

Participant data prerequisites (completed by Supports Coordinator)

- Required fields in participant record: Medicaid ID (or NA), SSN, complete address, gender, DOB
- Participant open to fund code (AAA)
- Participant referred to provider
- Completed primary diagnosis for participant
- Approved Authorization and AuthService with provider and service. AuthService <u>must</u> include selection of ISO code.



| Ε. | Service Authorization & |
|----|-------------------------|
| | Billing |
| | |

Claim Creation

It is important to understand that submitted will pass through all systems, including the state. Therefore, it is important that the information submitted is accurate. All submissions made to Harmony are first processed by the AAA 1-B accounting system, then by the state accounting system before being returned to the AAA 1-B as approved or denied. Corrections also follow this process. Anyone with access to the system can verify all stages of the claims.

Claims Entry Instructions - Selecting a Participant & Authorization

| Change Role | harrmon on Vi | My Harmony |
|--------------------------------|------------------------------|----------------------|
| My Harmony File - Print | e, Tommy Training | 4/16/2009 12:21 AM |
| Quick Search Consume | Providers | Tasks |
| Participating | □ Ticklers | 🗆 My Management |
| Participants 💌 😡 | 6 Ticklers | Case Queue |
| | 🖻 Cases | Current Active Cases |
| Last Name | 1 Open | Enrollments |
| Advanced Search | 🖃 Referrals | Ticklers Due |
| | 5 Open | Event Ticklers |
| Participants | | Alast Natas |
| Participants | | My Claims |
| Providers | | Add a New Claim |
| Claims | | |
| | | |
| Reports | | |
| Sign Out | | |
| aign out | | |
| | | |
| 1. Log in system. | | |
| | | |
| 2. On the My Harmony page, cli | ck on Add a New Claim | |



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| INFO | A I'M ON SYSTEMS INC. | | Claims Entry |
|--|---|---|---|
| /elcome, Tommy T | | | 1/24/2010 5:27 P |
| - Submit Claims B | Entry - Spell Check - Submit | Add Another Claims Entry - Print - Close Claims Entry | |
| uthorization uthorization * | | | |
| endor/Provider In | formation | Participant Information | |
| endering Provider * | | | |
| ervice Type * | AAA 💌 * | Medicaid ID * | |
| indor No * | TRAAGE | Last Name * | |
| ame * | Training Agency | First Name * | |
| a× ID ♥ | 38-9999999 | Street * | |
| ы * | HIS_2955 | City * | |
| | | State * | |
| | | Zip * | |
| | | Gender * | |
| | | Date of Birth * | |
| | | SSN * | |
| a <mark>gnosis Informati</mark> agnosis 1 * | ion | Additional Information Provider Claim ID | |
| agriosis 1 | | | |
| aim Services | | Batch No trainingt2 | |
| | O Service Line View | | |
| | Calendar View | | |
| ervice * | | Clear < December 2009 > | |
| ace of Service * | | Su Mo Tu We Th Fr Sa | |
| alendar Month alendar Year | December 💌 2009 💌 | | |
| alendar Year | | | |
| Claim | | | |
| | s Entry windo | ow will open. | |
| | | ow will open. | Claims Entr |
| | s Entry windo | ow will open. | |
| /elcome, Tommy T | s Entry winde | | |
| /elcome, Tommy T - Submit Claims E | s Entry winde | ow will open. | |
| /elcome, Tommy T | s Entry windo | Add Another Claims Entry - Print - Close Claims Entry | |
| /elcome, Tommy T - Submit Claims E uthorization athorization * | S Entry winds | Add Another Claims Entry - Print - Close Claims Entry | |
| /elcome, Tommy T - Submit Claims E uthorization | S Entry winds | Add Another Claims Entry - Print - Close Claims Entry | |
| /elcome, Tommy T - Submit Claims E uthorization thorization * ander/npwider In andering Provider * ervice Type * | S Entry winds | Add Another Claims Entry - Print - Close Claims Entry | |
| /elcome, Tommy T Submit Claims E uthorization thorization * andering Provider * rivice Type * endor No * | s Entry winds | Add Another Claims Entry - Print - Close Claims Entry Image: Claim and Cl | |
| Alcome, Tommy To - Submit Claims E - Submit Claims E uthorization * ander/nProvider In andering Provider In andering Provider Submit ander No * | s Entry windo a formed of the submit reading intry - Spell Check - Submit 159507 formation * Training Agency * TRAAGE Training Agency | Add Another Claims Entry - Print - Close Claims Entry Participant Information Petails Case No * Medicaid ID * | |
| Alcome, Tommy To - Submit Claims E - Submit Claims E uthorization * andering Provider In andering Provider In andering Provider S ander No * ander No * ander No * ander No * | s Entry winds | Add Another Claims Entry - Print - Close Claims Entry Participant Information betails Case No * Medicaid ID * Last Name * | |
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| Alcome, Tommy To - Submit Claims E - Submit Claims E uthorization * andering Provider In andering Provider In andering Provider S ander No * ander No * ander No * ander No * | s Entry winds | Add Another Claims Entry - Print - Close Claims Entry Participant Information Petalls Case No * Medicaid ID * Last Name * First Name * Street * City * State * Zip * Gender * | |
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| Velcome, Becki T | | | | | | | 5/19/2009 |
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| endor/Provider I | | | Davtici | pant Information | | _ | |
| endering Provider 1 | | | Case N | • | | | |
| ervice Type * | AAA 💙 * | | Medica | id ID * | | | |
| ndor No * | | | Last Na | ime * | , | _ | |
| me * | | | First Na | ime * | , | | |
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| ignosis Informa | | | | onal Information | | | |
| mary Diagnosis | * | | Provide | er Claim ID | | | |
| | | | Batch 1 | lo | btyler2 | | |
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- If the set-up described in #1 & 2 above is done properly by the AAA 1-B staff, the Vendor/Provider, Participant and Diagnosis Information portions of the screen will populate completely (see screenshot above).
- **9.** If required fields are not populated, call the Supports Coordinator for this participant or call the AAA 1-B Resource Center (1-800-852-7795) to be directed to the appropriate staff person to assist you with Harmony Support.

Claims Entry Instructions – Entering Claims Service Information

On the Claims Entry Screen, there are two ways to submit claims:

<u>Service Line View</u> – Allows vendor to enter an unlimited number of service lines for a single participant regardless of service code, line-by-line, which is automatically split into multiple, single service line claims on submission. This method of claims entry is required when entering no show reasons, void, void & replace, and resubmit.

<u>Calendar View</u> – Allows the user to select a service code for a participant, using a calendar grid to submit up to one month's worth of claims.

| hai | I M O N Y | | Claims Entr |
|---------------------------------------|---|----------------------------------|----------------|
| Welcome, Tommy Train | ing | | 1/24/2010 8:20 |
| le - Submit Claims Entry | y - Spell Check - Submit & Add Another Claims Entry - Print - | Close Claims Entry | |
| Authorization | | | |
| uthorization * | 159507 | | |
| Vendor/Provider Infor | mation | Participant Information | |
| Rendering Provider * | Training Agency 💌 | Case No * | 72845 |
| Service Type * | | Medicaid ID * | na |
| Vendor No * | TRAAGE | Last Name * | Mouse |
| Name * | Training Agency | First Name * | Mickey |
| Tax ID * | 38-9999999 | Street * | 999 Telegraph |
| NPI * | HIS_2955 | City * | Southfield |
| | | State * | Michigan |
| | | Zip * | 48034 |
| | | Gender * | Male |
| | | Date of Birth * | 1/20/1922 |
| | | SSN * | 111-22-5463 |
| Diagnosis Information | | Additional Information | |
| Diagnosis 1 * | [01700] TB SKIN/SUBCUTAN-UNSPEC | Provider Claim ID | |
| | | Batch No | trainingt2 |
| Claim Services | | | |
| | ⊙ Service Line View ○ Calendar View | | |
| | | | |
| Start Date | | lace of Service Diagnosis No Sho | |
| · · · · · · · · · · · · · · · · · · · | | | ADD |
| Start Date * End Date | * Service * Units * Cost * Place of Service * Diagnosis N | o Show No Show Reason | |
| | entry screen allows a user to togg | | |

Service Line Claims Entry



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| ha | | Yine. | | | | | | | | С | laims En | itry |
|---|----------------|-------------------|------------------------------------|-----------|--------------|-----------------|---------------------|-----------|---------------|-------------|----------------|-------------|
| Welcome, Tommy Trai | | k - Submit & Add | Apothox Claims | - Entry - | Dript - Clos | o Clairas Entru | | | | | 1/24/2010 8: | 20 PM |
| Authorization | y - spell Ched | k - Submit & Add | Another Claims | s Entry - | Print - Clos | e Claims Entry | | | | | | |
| Authorization * | 159507 | | | | | | | | | | | |
| Vendor/Provider Infor Rendering Provider * | | | | | | Parti Case | cipant Info | | | | | |
| Service Type * | Training / | Agency 💌 | | | | | aid ID * | | 72845 | | • | |
| Vendor No * | TRAAGE | | | | | | aid ID ** Name * | | na | | | |
| Name * | Training | Agency | | | | | Name * | | Mouse | | | |
| Tax ID * | 38-9999 | | | | | Stree | | | Mickey | | | |
| NPI * | HIS_295 | | | | | City * | | | 999 Telegra | ph | | |
| | , _ | | | | | State | | | Southfield | | | |
| | | | | | | Zip * | | | Michigan | | | |
| | | | | | | Gend | er * | | 48034 Male | | | |
| | | | | | | Date | of Birth * | | 1/20/1922 | | | |
| | | | | | | SSN * | | | 111-22-546 | 3 | | |
| Diagnosis Information | | | | | | Addit | ional Infor | | | 5 | | |
| Diagnosis 1 * | [01700] | TB SKIN/SUBC | JTAN-UNSPEC | ; | | Provi | der Claim I | | | | | |
| | | | | | | Batch | No | [| trainingt2 | | | |
| Claim Services | ~ | <u>^</u> | | | | | | | | | | |
| | Service | : Line View 🔿 Cal | endar View | | | | | | | | | |
| Start Date | End Date | Service | Units | Cost | Place | | Diagnosis | No Show | No Show Reas | on | | |
| | | | Clear | | | 1 | | | | ▼ ADD | | |
| Start Date * End Date | * Service * l | Jnits * Cost * P | ace of Service | * Diagr | nosis No Sh | ow No Show R | eason | | | | | |
| 2. The follow | ing field | s need to | be comp | olete | d: | | | | | | | |
| a. S i | tart Date | e - Date o | of Service | е | | | | | | | | |
| b. E | nd Date | - Usually | the sam | ne as | s the st | art date | (date | of serv | vice), ex | cept wł | hen servi | ce is a |
| m | onthly u | nit (e.g. P | ERS). Ir | h tha | t case | the star | rt and | end da | ates mus | st span | an entire | e month. |
| с. S | ervice - | The [] b | outton un | der | Service | e pulls fr | om the | e Auth | Service | record. | . A searc | ch box will |
| o | ben, allo | wing you | to select | the | service | e code y | ou are | e billing | for. | | | |
| 🙆 Dial | ogVendorSe | erviceSelect | opUp We | b Pag | e Dialog | | | | | | | |
| Search E | y: Service | Туре 🗸 | | | Search Te | | | * | | | Search | |
| | - | e SecondaryCod | e Service | UnitCo | | | e EndDate | | ate SvcEndD | ate VServic | eID AuthServio | |
| | | | Homemaker | | | | | | | | | |
| 5328 | S5130 | S5130 | service, nos; per 15 minutes | 3.50 | 15 mins | 10/01/2007 | | 06/06/20 | 08 06/06/2 | 009 2240 | 214 | |
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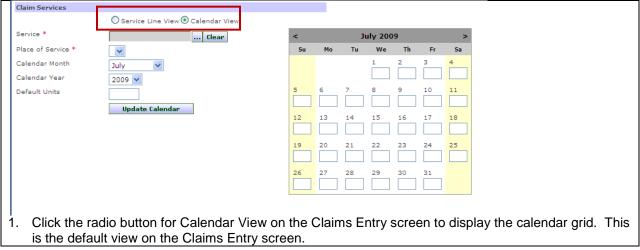
Rev Date: 10/1/13

Advocacy • Action • Answers on Aging

| Start Date End Date 1/2/2009 1/2/2009 | Clear | | | |
|---|--------------------------------|-----------------------------|-------------------------|-----------------------------|
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| 1/2/2009 1/2/2009 | | | vice Diagnosis Provider | DELETE |
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| | nits – Enter how n | | | |
| | f Service and Dia | gnosis will aut | omatically popula | te when you TAB to the nex |
| field. | | | | |
| f. When the clair | m information is er | ntered, click Ad | d. The service lir | ne will drop below. If a |
| mistake was m | nade, you can dele | ete any service | line from the clair | ms entry screen by clicking |
| the Delete but | tton. | | | |
| | | | | |
| | | | | Claims E |
| harmony | | | | |
| | | | | |
| Icomo, Tommu Tusining | | | | 4/16/2009 1 |
| Submit Claims Entry - Spell Check - Su | ubmit & Add Another Claims Ent | ry - Print - Close Claims E | ntry | |
| | | | | |
| horization | | | | |
| horization * 140762 | | | | |
| h No | | | | |
| dor/Provider Information | | | Consumer Informatio | on |
| dering Provider * All Care, Inc. | • | | Case No * | 66547 |
| vice Type * AAA 💌 * | | | Sec. ID * | NA |
| dor No * ALLCAR | | | Last Name * | Darwin |
| | | | First Name * | Richard |
| ne * All Care, Inc. | | | Street * | |
| All Care, Inc. | | | | 6456 Ford |
| ID * 20-4737257 | d adding service li | nes, as necess | ary. Completing r | nore than 20 service lines |
| Continue filling out and | | | | more than 20 service lines |
| Continue filling out and per claims entry screen | n can take a long | time for the sys | tem to process. I | |

4. When all the desired service lines have been added, click **Submit Claims Entry** at the top of the window.

Calendar Claims Entry





Issue Date: 3/27/07

| | Claim Services | | | | | | |
|---|--------------------|-------------------------------------|-------------|-------------|--------------|---------|-----------------------------------|
| | | O Service Line View | | | | | |
| | | Odendar Vien | | | | | |
| | Service * | S5130 Clear | < | Ju | ıly 2009 | > | |
| | Place of Service * | Home 💙 | Su | Mo Tu | We Th F | ir Sa | |
| | Calendar Month | July 💙 | | | 1 2 3 | 4 | |
| | Calendar Year | 2009 🗸 | | | | | |
| | Default Units | | 5 | 6 7 | 8 9 10 | 11 | |
| | | Update Calendar | | | | | |
| | | opuate calendar | 12 | 13 14 | 15 16 17 | 18 | |
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| | | | 19 | 20 21 | 22 23 24 | 25 | |
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| | | | 26 | 27 28 | 29 30 31 | | |
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| | 2. In the calend | har view select the servi | co using th | no ollineia | | Ac wit | th the service line view, the |
| ' | | | - | | | | |
| | | | | | | | AA 1-B currently uses only |
| | one Place o | f Service , it will auto-pop | ulate once | the serv | ice code ha | is been | selected. |
| | Claim Services | | | | | | |
| | | O Service Line View | | | | | |
| | | 💽 Calendar View | | | | | 7 |
| | Service * | S5130 Clear | < | Ju | ıly 2009 | > | |
| | Place of Service * | Home | Su | Mo Tu | We Th F | r Sa | -4 |
| | Calendar Month | y vlut | | | 1 2 3 | 4 | |
| | Calendar Year | 2009 🗸 | | | | | |
| | Default Units | 2009 • | 5 | 6 7 | 8 9 10 | 11 | |
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| | dropdown m | enus are used, the Upd | ate Calen | dar butto | n must be | clicked | to refresh the calendar (if |
| | | user can wait to do this u | | | | | |
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Advocacy • Action • Answers on Aging

E. Service Authorization & Billing

Issue Date: 3/27/07

| | Claim Services | | | | | | | |
|---|----------------------------|--|----------|-------------|-------------|---------------|---------|----------------------------|
| | | O Service Line View | | | | | | |
| | | 💽 Calendar View | | | | | | |
| | Service * | S5130 Clear | < | | July 20 | 09 | > | |
| | Place of Service * | Home V | Su | Mo | Tu We | Th Fr | Sa | |
| | Calendar Month | July | | | 1 | 2 3 | 4 | |
| | Calendar Year | 2009 💙 | | | 3 | 3 3 | 3 | |
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| | | Update Calendar | 3 | 3 3 | 3 3 4 15 | 3 3 16 17 | 3 | |
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| | | r of units delivered each day | | | | | | |
| | | a for specific days or by default | | | | | | |
| 1 | | he vendor testing session: Ma | | | | | | |
| | | ackspace button (for example, | | | | | | |
| | | a particular day). If the cur | | | | | | |
| | | be triggered that is equivalent | to hi | itting t | he Bao | ck button | in the | e browser. The screen will |
| | | <u>blank</u> claims entry screen. | _ | | _ | | | |
| | | ne entire month, enter the num | | | | | | |
| | | endar button. The calendar w | | | | | | |
| | | edited or deleted using the nu | | | | | | |
| | For days of | no service, leave the box blank | . En | tering | 0 will r | esult in a | deni | ed claim for that day. |
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| | | ION SYSTEMS INC. | | | | | | Claims E |
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| | File - Submit Claims Entry | 9 Spell Check - Submit & Add Another Claims Entry - P | wiet of | e e el ei e | | | | 4/16/2009 1 |
| | File - Submit Claims Entry | spell Check - Submit & Add Another Claims Entry - P | nnt - Ci | ose claims | entry | | | |
| | Authorization | | | | | | | |
| | Authorization * | 140762 | | | | | | |
| | Auth No | | | | | | | |
| | Vendor/Provider Inform | ation | | | | Consumer Info | mation | |
| | Rendering Provider * | All Care, Inc. 💌 | | | | Case No * | | 66547 |
| 1 | Service Type * | AAA 💌 * | | | | Sec.ID * | | NA |
| 1 | Vendor No * | ALLCAR | | | | Last Name * | | Darwin |
| | Name * | All Care, Inc. | | | | First Name * | | Richard |
| 1 | Tax ID * | 20-4737257 | | | | Street * | | 6456 Ford |
| 1 | | lendar grid is filled out, submit t | | | • | | | ims Entry or Submit & |
| | Add Anothe | er Claims Entry links at the top | . Th | e syst | em wil | lautomat | ically | generate a claim for each |
| 1 | day of servid | | | - | | | | |



Issue Date: 3/27/07

Rev Date: 10/1/13

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View Claims Submission Results

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Issue Date: 3/27/07

Rev Date: 10/1/13

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| Change Role DSP Vendor 💌 Go | har mon yr | Claim Advanced Search |
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| My Harmony | Welcome, Tommy Training File - Add New Claim - Print | 4/16/2009 1:06 AM |
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<u>Status</u>

The status column of the claim will show if the claim has been approved or denied. Later this column will indicate if the claim has been paid. Status will remain approved until the information is exported into the accounting system. When this occurs the claims will read "PV Exported". Once the check is posted in the accounting system the status will read "Paid". Please note that a claim may not be voided and/or replaced when in PV Exported status.



Issue Date: 3/27/07

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Issue Date: 3/27/07

Rev Date: 10/1/13

Page 1 of

| Advocacy | v • Action • | Answers o | n Agin | g | | | | | | | | |
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| Provider | | | | Туре | Address | | | | Phone | Contac | t | |
| All Care, Inc. | | | | Rendering | 11401 M-50 Brooklyn, Ml | 49230 | | | (517)467-6227 | r | | |
| Diagnosis ID | Diagnosis Code | Descri | ption | | | |] | | | | | |
| 451 | 29530 | | | | | |] | | | | | |
| ServiceID | Service Code | Service Type | Loc | ation | Level of Ca | are P | rovider | Start Date | | Unit Type | Units | Amour |
| 332 | T1019 | AAA | | 99 | | | | End Date | | 15 Mins | 98.00 | \$382.2 |
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| 45 | Charge exceeds | fee schedule/ma | aximum | 4/16/2009 | 98.00 | \$382.3 | _ | | | MEDICAID | | STATE / LOCAL |
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| | 161 | Denied | d | | | 0 | .00 | \$0.0 | 0 | \$0.00 | | \$0.00 |
| Claim Adj ID | Reason Code 🛛 |)escription | | | | | | | Adjusted By | Date | Units | Adj Amount |
| Rule That Den | ied Claim | | | | | Claim Doc | uments | | | | | |
| Rule Name | | Ru | ile Descri | iption | | Document | t | Status | Do | c Date Code | | |

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Allowable Units per day exceeded for

service with unit type 1/4hour

7. If a claim is denied, this report will show the reason why. In this case, a claim was submitted for 98 15-minute units in one day (there's not even that many minutes in a day).

Charge exceeds fee schedule/maximum

allowable or contracted/legislated fee

arrangement.

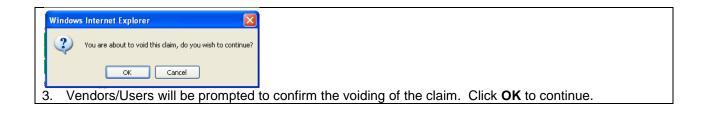
Void Claims

Claims submitted into the system can not be voided or replaced when the claims is in "submitted" status to the state. If claims need to be voided and/or replaced and it has been submitted to the state and the state has not responded, Vendors must wait for the states response and then complete the void. There is no notification for this process.



Issue Date: 3/27/07

| 4/16/2009 7:11 AM | | | | | | | , Tommy Tra | | |
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| Status Date Amount Amount Batch No Type ad Processed as Primary 04/16/2009 \$7.80 \$7.80 TRA NINGT1 1 | tatus Re St | Fund Code | Provider Identifier | ider Submit | Consumer Last Name | Case No | Submitter Claim ID | Claim LD | + |
| Status Date Amount Amount Batch No Type Processed as Primary 04/16/2009 \$7.80 \$7.80 TRA NINGT1 1 Image: Show Report Denied 04/16/2009 \$382.20 \$0.00 TRA NING Void Claim | tatus Ro St pproved Pr | Fund Code AAA | Provider Identifier | ider Submit Date | Consumer Last Name DARWIN All Care, Inc. | Case No 66547 | Submitter Claim ID 66547 | Claim ID 463 | + |
| Status Date Amount Amount Batch No Type ad Processed as Primary 04/16/2009 \$7.80 \$7.80 TRA NINGT1 1 Show Report Show Report Show Report Show Report Show Report | tatus Rest pproved Pr as enied De | Fund Code AAA | Provider Identifier | ider <mark>Submit Date</mark> | Consumer Last Name DARWIN DARWIN All Care, All Care, All Care, | Case No 66547 | Submitter Claim ID 66547 | Claim ID 463 | - |





Issue Date: 3/27/07

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| elcome, Tommy Train | | | | | | | | | | | 4/16 | /2009 7:20 / | AM |
| Add New Claim - Pri | nt | | | | | | | | | | | | |
| ilter | | | | | | | | | | | | | |
| Status | | 🖌 Begins V | With 💌 | void | | | AND 🔽 | | | | | | |
| Claim ID | | V Add | | | | | | | | | | | |
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| Claim Advanced | Search record | J(S) return | ied - now vi | lewing 1 | throu | Ign 2 | | | | | | | |
| Claim Submitter Ca ID Claim ID No | | Provider S | Submit P Date I | | Fund Code | Status | Remittance Status | Remittance Date | e Claim Amount | Paid Amount | Batch No | Frequency Type | i |
| 463 66547 66 | 6547 DARWIN | All Care, _O . Inc. | 04/16/2009 | | ААА | Voided | Processed as Primary | 04/16/2009 | 9 \$7.80 | \$7.80 | TRAININGT1 | 1 | - |
| 465 66547 66 | 6547 DARWIN | All Care, _O . Inc. | 04/16/2009 | | AAA | | Reversal of Previous Payment | 04/16/2009 | 9 (\$7.80) | (\$7.80) | TRAININGT1 | 8 | - |
| | | << First | < Previous | Retrieve | 15 | | | | | | | | |
| | | Contract of the second | - Previous | I Remeve | 12 | Records | at a time | Next > | Last >> | | | | |



Void & Replace Claims

E. Service Authorization & Billing

Issue Date: 3/27/07

| | M h c | | O N Y | 4 C . | | | | | | | Clai | m Ad | vanced | Searc | h |
|---|--------------|--|--|--------------------------|-----------------|------------|--------|----------|------------------------------------|------------|----------|----------|-----------------------------|--|-------|
| elcome | e, Tommy Tr | aining | | | | | | | | | | | 4/16 | /2009 7:26 A | м |
| | New Claim - | Print | | | | | | | | | | | | | |
| Filter Subr | nit Date | | | ✓ Equal | To 🗸 4 | /16/2009 | | AND 🗸 | | | | | | | |
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| Clai | n Advance | ed Sear | rch recor | d(s) retur | ned - now | viewing 1 | l thro | ugh 4 | | | | | | | |
| Claim | | | Consume Last | Provider | Submit | Provider | Fund | Status | Remittance | | | Paid | Batch No | Frequency | |
| ID | Claim ID | No | Name 🔺 | Name All Care, | Date | Identifier | Code | | Status Processed | Date | Amount | Amount | | Туре | |
| 463 | 66547 | 66547 | DARWIN | Inc. | 04/16/2009 | | AAA | Voided | as Primary | 04/16/2009 | \$7.80 | \$7.80 | TRAININGT1 | 1 | • |
| 464 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | AAA | Denied | Denied | 04/16/2009 | \$382.20 | \$0.00 | TRAININGT2 | 1 | • |
| 465 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | AAA | Voider | Reversal of Previous Payment | 04/16/2009 | (\$7.80) | (\$7.80) | TRAININGT1 | 8 | - |
| 466 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | AAA | Approved | Processed as Primary | 04/16/2009 | \$7.80 | \$7.80 | | | - |
| | | | | << First | < Previou | IS Retrie | ve 15 | Records | at a time 📘 | Next > L | ast>> | | Vo | iow Report bid Claim bid & Replace | |
| is a Se | a conve | enier | nt featu | ure to u | use. | | | | | | | | e time, v ch page | | d rep |
| ndows | Internet B | xplore | r | | | | | | | | | | | | |
| 2 | You are abou | ut to repla | ace this claim | , do you wisł | n to continue? | | | | | | | | | | |
| ~ | | | | | | | | | | | | | | | |
| | | ОК | Can | :el | | | | | | | | | | | |
| Us | er will | be pi | rompte | ed to co | onfirm tl | ne rep | lace | ement | of the c | laim wit | h a ne | w on | e. Click | OK. | |
| Replac http://t ct Clai m rep m rep | ement Rea | ison \ work.com nent Rea o incorr o incorr | Webpage n/AAA1B_Te ason: ect unit(s) ect service | Dialog st/Dialogs/Dia | alogClaimAdjust | | | | | | <u> </u> | | | | |
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| Se | lect the | apr | propria | te Clai | m Repla | aceme | ent F | Reaso | n & ther | n click S | ave. | | | | |



Issue Date: 3/27/07

| W | | | 4/16/2009 |
|--------------------------|--|-------------------------|---------------------------------|
| ile - Submit Claims Entr | - ng - Spell Check - Submit & Add Another Claims Entry - Print - Close Claims Entry | | 4/10/2005 |
| | , | | |
| Authorization | | | |
| Authorization * | 140762 | | |
| Auth No | | | |
| Vendor/Provider Infor | mation | Participant Information | |
| Rendering Provider * | All Care, Inc. | Case No * | 66547 |
| Service Type * | AAA 💙 * | Medicaid ID * | NA |
| Vendor No * | ALLCAR | Last Name * | |
| Name * | All Care, Inc. | First Name * | Darwin |
| Tax ID * | | | Richard |
| | 20-4737257 | Street * | 6456 Ford |
| NPI * | HIS_230 | City * | Waterford |
| | | State * | Michigan |
| | | Zip * | 46575 |
| | | Gender * | Male |
| | | Date of Birth * | |
| | | SSN * | 1/1/1985 12:00:00 A |
| | | | 123-41-2432 |
| Diagnosis Information | | Additional Information | |
| Diagnosis 1 * | [29530] Schizophrenia, Paranoid Type | | |
| Diagnosis 2 | | Batch No | TRAININGT3 |
| laim Services | | | |
| Start Date | End Date Service Modifiers Units Cost Place of Service | ervice Diagnosis P | Provider No Show No Show Reason |
| | Clear | ✓ 1 | × 🗆 🔹 |
| Start Date * | End Date * Service * Modifiers Units * Cost * Place of Service | • * Diagnosis Prov | vider No Show No Show Reason |
| 04/05/2009 04/ | 05/2009 T1019 2 \$7.80 Unknown | 1 | ~ ~ ~ |
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| A claims er | try screen will open, populated with the informat | tion from the cla | im that you selected to |
| | ace. Edit the Claim Services information to corre | | |
| | | | |
| units). Whe | en satisfied with the replacement claim, click Sul | omit Claims En | itry. |



Issue Date: 3/27/07

Rev Date: 10/1/13

| Ve | come | , Tommy Tr | aining | | | | | | | | | | | 4/16 | /2009 7:34 | АМ |
|-----|-------------|-----------------------|------------|--------------|-------------------|----------------|------------------------|--------------|----------|------------------------------------|--------------------|-----------------|----------------|------------|-------------------|----|
| - | Add N | lew Claim - | Print | | | | | | | | | | | | | |
| Fil | ter | | | | | | | | | | | | | | | |
| x | Subn | nit Date | | | Y Equal | То 🔽 4 | 4/16/2009 | | AND 👻 | | | | | | | |
| | Clain | n ID | | | V Add | | | | | | | | | | | |
| | | | | | | | Se | arch | Reset | | | | | | | |
| | | | | | | | | | | | | | | | | |
| - | Clain | n Advance | ed Sea | rch record | l(s) retu | rned - now | viewing 1 | l thro | ugh 6 | | | | | | | |
| + | | | | Consumer | | | | | | | | | | | | |
| | Claim ID | Submitter Claim ID | Case No | Last Name | Provider Name | Submit Date | Provider Identifier | Fund Code | Status | Remittance Status | Remittance Date | Claim Amount | Paid Amount | Batch No | Frequency Type | |
| | 463 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Voided | Processed as Primary | 04/16/2009 | \$7.80 | \$7.80 | TRAININGT1 | 1 | • |
| | 464 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Denied | Denied | 04/16/2009 | \$382.20 | \$0.00 | TRAININGT2 | 1 | - |
| | | | | | All Care, | 04/16/2009 | | | | Reversal of | | | | | - | |
| | 465 | 66547 | 66547 | DARWIN | Inc. | 04/16/2009 | | ААА | Voider | Previous | 04/16/2009 | (\$7.80) | (\$7.80) | TRAININGT1 | 8 | - |
| | 466 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Voided | Processed as Primary | 04/16/2009 | \$7.80 | \$7.80 | TRAININGT3 | 1 | - |
| | 467 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Voider | Reversal of Previous Payment | 04/16/2009 | (\$7.80) | (\$7.80) | TRAININGT3 | 8 | - |
| Ξ. | 468 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Approved | Processed as Primary | 04/16/2009 | \$11.70 | \$11.70 | TRAININGT3 | 1 | - |
| | | | | [| < First | < Previo | us Retrie | va 15 | Records | | lext > La | st >> | | | | |
| | | | | L | ~~~~ | S PIEND | | | | | | | | | | |

Resubmit Denied Claims

| | | h c | | | с. | | | | | | | Clai | m Ad | van | ced | l Search |
|---|--------------------|--------------------------|-------------|--------------------------|---------------------------|--------------------|----------------------------|---------------------|-------------------|----------------------|-----------------------------|-------------------------------|-------------------------|----------------|----------------------|--|
| v | elcome | e, Tommy Tr | aining | | | | | | | | | | | | 4/16 | i/2009 7:38 AM |
| | - Add N Filter | New Claim - | Print | | | | | | | | | | | | | |
| x | Statu | | | | Equal | То | Denied | | | AND 🔽 | | | | | | |
| | Clain | n ID | | | ✓ Add | | | | Search | n Reset | | | | | | |
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| + | | | | | | | | | | | | | | | | |
| + | | Submitter Claim ID | Case No | Consumer Last Name | Provider Name | Submit Date | Provider Identifier | Fund Code | | Remittance Status | Remittance Date | Claim Amount | Paid Amount | Batch | No | Frequency Type |
| + | Claim ID | | No | Last | Provider | | Identifier | | Status | | | Amount | Amount | Batch TRA N | INGT2 | Туре |
| | Claim ID | Claim ID | No | Last Name DARWIN | All Care, | Date | Identifier | Code | Denied | Status Denied | Date 04/16/2009 | Amount | Amount | F | INGT2 S V | Type how Report oid Claim |
| | Claim ID | Claim ID | No | Last Name DARWIN | All Care, Inc. | Date 04/16/2009 | Identifier | Code | Denied | Status Denied | Date 04/16/2009 | Amount \$382.20 | Amount | F | INGT2 S V V | Type 1 how Report |
| | Claim ID | Claim ID | No | Last Name DARWIN | All Care, Inc. | Date 04/16/2009 | Identifier | Code | Denied | Status Denied | Date 04/16/2009 | Amount \$382.20 | Amount | F | INGT2 S V V | how Report oid Claim oid & Replace |
| | Claim ID 464 | Claim ID 66547 | No 66547 | Last Name A DARWIN | All Care, Inc. | Date 04/16/2009 | Identifier 5 Retrieve | Code AAA = 15 | Denied Records | Status Denied | Date 04/16/2009 Next> | Amount \$382.20 .ast >> | Amount \$0.00 | TRA N | INGT2 S V V | how Report oid Claim oid & Replace |



Issue Date: 3/27/07

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| you are about to r | nen den it blir eleien de vervouiek te enetieve? | | |
| | resubmit this claim, do you wish to continue? | | |
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| USET WILL DE | prompted to confirm the resubmission of the c | laim. Click OK. | • I+ c I > > |
| e Submit Claims Entry | 19 - Spell Check - Submit & Add Another Claims Entry - Print - Close Claims Entry | | 4/16/200 |
| | | _ | |
| uthorization uthorization * | 140762 | | |
| uth No | 140762 | | |
| | | | |
| endor/Provider Inform endering Provider * | All Care, Inc. | Participant Information Case No * | 66547 |
| ervice Type * | | Medicaid ID * | |
| endor No * | ALLCAR | Last Name * | NA |
| ame * | All Care, Inc. | First Name * | Darwin |
| ax ID * | 20-4737257 | Street * | Richard |
| PI * | HIS_230 | City * | 6456 Ford |
| | 1113_230 | State * | Waterford |
| | | Zip * | Michigan |
| | | Gender * | 46575 |
| | | Date of Birth * | Male |
| | | | 1/1/1985 12:00:00 A |
| | | SSN * | 123-41-2432 |
| iagnosis Information iagnosis 1 * | [29530] Schizophrenia, Paranoid Type | Additional Information Provider Claim ID | |
| iagnosis 2 | | Batch No | TRAININGT2 |
| laim Services | | | Instanting12 |
| | nd Date Service Modifiers Units Cost Place of | Service Diagnosis I | Provider No Show No Show Reason |
| | | | |
| Start Date * Er | nd Date * Service * Modifiers Units * Cost * Place of Servi | ce [#] Diagnosis Pro | vider No Show No Show Reason |
| 04/02/2009 04/02 | 2/2009 III T1019 98 \$382.20 Unknown | 1 | |
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| | ry screen will open, populated with the informa | | |
| Services info | ormation to ensure that the new claim will be a n done, click Submit Claims Entry . | pproved (i.e., ch | ange start and end date |



Issue Date: 3/27/07

| _ | lter | nit Date | | | ✓ Equal | то ни | 4/16/2009 | | AND 🗸 | | | | | | | |
|---|-------------|-----------------------|------------|--------------------------|-------------------|----------------|------------------------|--------------|----------|------------------------------------|--------------------|----------|----------------|------------|-------------------|---|
| x | Clain | | | | V Add | | +/10/2009 | | AND ¥ | | | | | | | |
| | Cidin | 110 | | | | | Se | arch | Reset | | | | | | | |
| | | | | | | | | | | | | | | | | |
| 7 | Clair | n Advance | d Sea | rch record | l(s) retu | rned - now | viewing 1 | . thro | ugh 7— | | | | | | | |
| + | | | | | | | | | | | | | | | | |
| | Claim ID | Submitter Claim ID | Case No | Consumer Last Name | Provider Name | Submit Date | Provider Identifier | Fund Code | Status | Remittance Status | Remittance Date | | Paid Amount | Batch No | Frequency Type | |
| ÷ | 463 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Voided | Processed as Primary | 04/16/2009 | \$7.80 | \$7.80 | TRAININGT1 | 1 | - |
| + | 464 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | AAA | Denied | Denied | 04/16/2009 | \$382.20 | \$0.00 | TRAININGT2 | 1 | - |
| ÷ | 465 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Voider | Reversal of Previous Payment | 04/16/2009 | (\$7.80) | (\$7.80) | TRAININGT1 | 8 | • |
| ÷ | 466 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | AAA | Voided | Processed as Primary | 04/16/2009 | \$7.80 | \$7.80 | TRAININGT3 | 1 | - |
| ŧ | 467 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Voider | Reversal of Previous Payment | 04/16/2009 | (\$7.80) | (\$7.80) | TRAININGT3 | 8 | • |
| + | 468 | 66547 | 66547 | DARWIN | All Care, | 04/16/2009 | | ААА | Approved | Processed as Primary | 04/16/2009 | \$11.70 | \$11.70 | TRAININGT3 | 1 | - |
| ÷ | 469 | 66547 | 66547 | DARWIN | All Care, Inc. | 04/16/2009 | | ААА | Approved | Processed as Primary | 04/16/2009 | \$15.60 | \$15.60 | TRAININGT2 | 1 | - |
| | | | | | << First | < Previo | us Retrie | ve 15 | Records | at a time 🔥 | lext > La | st>>_ | | | | |



Issue Date: 3/27/07

Rev Date: 10/1/13

Submitting Missed Visit/No Show Reasons

NOTE: Anytime service is not provided, a missed visit reason must be entered. This is a requirement of MDCH and of doing business with AAA 1-B.

| uthorization | | | | |
|----------------------|---|-------------------------|------------------|---|
| ithorization * | 140762 | | | |
| uth No | 140702 | | | |
| ICH NO | | | | |
| ndor/Provider Infor | mation | Participant Information | | |
| ndering Provider * | All Care, Inc. 💌 | Case No * | 66547 | |
| rvice Type * | | Medicaid ID * | NA | |
| endor No * | ALLCAR | Last Name * | Darwin | |
| ime * | All Care, Inc. | First Name * | Richard | |
| ax ID * | 20-4737257 | Street * | 6456 Ford | |
| ы ж | HIS_230 | City * | Waterford | |
| | | State * | Michigan | |
| | | Zip * | 46575 | |
| | | Gender * | Male | |
| | | Date of Birth * | 1/1/1985 | Vendor/Worker M |
| | | SSN * | 123-41-2432 | Vendor/Worker S Vendor/Worker S |
| iagnosis Information | | Additional Information | | Vendor/Worker N Vendor/Worker I |
| agnosis 1 * | [29530] Schizophrenia, Paranoid Type | Provider Claim ID | | Vendor/Worker H |
| | , | Batch No | trainingt4 | Participant Not A Participant Cance |
| | | | crannig(4 | Participant Sick |
| aim Services | | | | Participant Hospi Participant Nursir |
| Start Date | End Date Service Modifier Units Cost Place of S | ervice Diagnosis P | rovider I lo Sho | Participant Decre |
| 6/2009 4/6 | j/2009 T1019 Clear 0 \$0.00 Unknown | | V V | Participant Refus Participant Si 🗸 |
| 10/2009 100 4/6 | 5/2009 T1019 Clear . 0 \$0.00 Unknown | | | |

2. Follow steps 2-7 in the Claims Entry Instructions above.

3. On the Claims Services line, enter the **date** of service missed. Enter 0 **units** delivered. Check the **No Show** checkbox. Select the appropriate **No Show** reason.



Issue Date: 3/27/07

| n <mark>my Train</mark> ir aims Entry - | | - Submit & Add Ar | nother Claim | s Entry - Print | - Close Cl | aims Entry | | | | | · · · · | | |
|--|---|---|---------------|---|---------------------------------|------------------------|------------------------|--|-------------|---|-------------------------|---------------|----|
| anna enury - | Spen Check | Source Add Ar | nother Glaim: | s enery - Print | Close Cli | enna entry | | | | | | | |
| | | | | | | | | | | | | | |
| | 140762 | | | | | | | | | | | | |
| 1 T=-(| | | | | | | Death | | | | | | |
| ler Inform /ider * | All Care, Ir | 1 C. Y | | | | | Case No | nt Information * | 66547 | | | | |
| | | | | | | | Medicaid | ID * | NA | | | | |
| | ALLCAR | | | | | | Last Nam | ie * | Darwin | | | | |
| | All Care, I | nc. | | | | | First Nam | ie * | Richard | | _ | | |
| | 20-47372 | 57 | | | | | Street * | | 6456 Fo | rd | _ | | |
| | HIS_230 | | | | | | City * | | Waterfo | rd | | | |
| | | | | | | | State * | | Michigar | 1 | | | |
| | | | | | | | Zip * | | 46575 | | | | |
| | | | | | | | Gender * | | Male | | | | |
| | | | | | | | Date of B | Birth * | 1/1/198 | 5 | | | |
| | | | | | | | SSN * | | 123-41- | 2432 | | | |
| rmation | [20520] 0 | chizophrenia, P | anneid To | | | | Additional Provider | al Information | | | | | |
| | 1[23330] 50 | .mzopiireilla, P | | pe | | | Batch No | | trainingt4 | | | | |
| | | | | | | | | | in an ingta | | | | |
| | | | | | | | | | | | | | |
| | nd Date | Service | Modifi | | Cost \$0.00 | Place of Se Unknown | v 1 | iagnosis F | rovider | No Shov | No Shov | | DD |
| | 2009 | T1019 Cle | Par | 0 0 | | | | | | | Ballhood and and | | |
| End Date # | Service " Mo Add to a | riolg cle difiers Units Cle Idd the ser | Cost * Place | of Service # | Diagnosis | | | | | | | | |
| End Date # | Service * Mo | difiers Units * C | Cost * Place | of Service # | Diagnosis | | | | | | | Clain | |
| Click | Service Mo Add to a | difiers Units * C | Cost * Place | of Service # | Diagnosis | | | | | | | | ıs |
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| ind Date " Click / Come, Tom Submit Cla orization * | Service Me Add to a h a r m INFORMATION INFORMATION INFORMATION | differs Units * C add the ser | rvice to | of Service " the clair | Diagnosis M: | Provider No | Show No S | | | | | | ıs |
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| come, Tom Submit Cla correction submit Cla correction orization No lor/Provid lering Prov | Service Me Add to a h a r m h reservence aims Entry Sp ler Informatio ider * | differs Units II C add the ser of | rvice to | of Service " the clair | Diagnosis M: | Provider No | Show No S | how Reason | formation | 66547 | | | ıs |
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E. Service Authorization & Billing

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Rev Date: 10/1/13

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V. BILLING ADJUSTMENTS

A vendor wishing to contest any changes or denials made to a bill should follow these steps:

- 1. Contact the AAA 1-B Accounting Manager to clarify issues and obtain instructions on resubmitting the bill(s). If verbal agreement cannot be reached, speak with the Chief Financial Officer.
- 2. When an agreement is reached, if necessary, resubmit billing in Harmony.
- 3. Any billing adjustments greater than three months since the service date should be reported to the Accounting Manager.



F. QUALITY ASSURANCE ACTIVITIES

This section contains the following information:

- Quality Assurance Activities
- Probation, Suspension, and Removal from Vendor Pool
- Vendor Grievances
- AAA 1-B Corrective Action Plan (CAP)



Issue Date: 3/27/07

Rev Date:10/01/2013

I. <u>GENERAL QUALITY ASSURANCE ACTIVITIES</u>

- A. As a CARF accredited agency, AAA 1-B is committed to quality assurance and improvement. The AAA 1-B quality assurance activities involve specific policies and procedures established to promote and achieve prescribed standards of performance. The AAA 1-B is dedicated to ensuring all participants receive unsurpassed quality care and service, and monitors day-to-day activities as well as the specific policies and procedures vendors have established to address the concerns of participants. The AAA 1-B is particularly interested in quality monitoring requirements identified by the Michigan Department of Community Health (MDCH), including:
 - 1. Falls with and without injury
 - 2. "No Shows" for all participants, with emphasis on those participants who are bed bound and/or require critical care
 - 3. Abuse, neglect, and exploitation
 - 4. Theft
 - 5. Variances between planned and actual service delivery
 - 6. Timeliness of service delivery
 - 7. Gaps in service delivery
- B. The AAA 1-B encourages and promotes ongoing communication between vendors and the AAA 1-B. The AAA 1-B uses the following quality assurance tools to facilitate communication.

1. Satisfaction Surveys

The AAA 1-B regularly conducts participant satisfaction surveys of AAA 1-B participants and/or caregivers. Participants/caregivers respond to a series of questions related to service quality, worker/aide interaction with the participant, and experience with the vendor agency. Vendors will be provided an aggregate report.

2. **Programmatic and Fiscal Vendor Assessments**

- a. The AAA 1-B conducts programmatic and fiscal assessments to a select number of vendors on an annual basis.
- b. The assessment includes a review of compliance with program and service standards, verification and documentation of service delivery and billing.
- c. Serious findings identified at an assessment will result in the development and submission of a corrective action plan by the vendor, which must be approved by the AAA 1-B.





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- d. Failure to adhere to deadlines or to submit required information will result in probation, suspension, or removal from the DSP vendor pool.
- e. Vendors will permit the AAA 1-B and/or funding source access to any books, documents, papers, or other records which are pertinent in order to make audit examinations, excerpts, or transcripts so long as such access is in conformity with the Privacy Act of 1974. Access will also be granted at any reasonable time to the AAA 1-B and/or funding source to observe vendor operations.

3. **Pre-Enrollment Policies and Procedures Review**

The AAA 1-B measures compliance with program Service Standards before a vendor is accepted into the DSP vendor pool and monitors compliance throughout a vendor's participation in the vendor pool by utilizing the Policies and Procedures Review Checklist. (See Section B. Vendor Enrollment Process for more details.)

4. Harmony Payment Verification

Claims submitted through Harmony are used as a tool to track variances between planned and actual service delivery.

To maintain high quality of service and ensure compliance with service standards, probation, suspension, and termination are independent actions that may be taken by the AAA 1-B and are not a part of a successive disciplinary progression.



F. Quality Assurance Activities

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II. PROBATION, SUSPENSION, AND REMOVAL FROM VENDOR POOL

The DSP Program Manager, Quality Assurance (QA) Manager, Director of Network Development and/or Chief Financial Officer may identify a need to place a vendor on probation, suspension or to terminate a vendor. Probation, suspension, or removal/termination from the AAA 1-B DSP vendor pool may occur when:

- A. There is a suspicion or evidence of problems with the internal operation of the organization.
- B. There is a non-compliance with AAA 1-B insurance standards. Certificates of insurance are not received within the required timelines.
- C. A company is acquired by another organization and/or when the company has changed the name under which they do business and the name change results in issuance of a new federal ID number.
- D. Serious quality assurance issue(s) are identified and corrective action is not taken or acceptable.
- E. Serious quality assurance issues are identified on a programmatic or fiscal assessment.
- F. Service standard citations/citation warnings identified on programmatic or fiscal assessment are not addressed according to specified time frames.
- G. Agencies will be notified in writing in all cases of probation, suspension, or termination from the DSP vendor pool.

PROBATION

A written warning related to a service delivery issue(s) will be sent by the DSP Manager. A corrective action plan will be requested and must be submitted to the DSP Manager within specified time parameters. The plan must be reviewed and approved by the DSP Manager and the Director of Network Development. Service to current AAA 1-B participants will continue. New referrals may be suspended until corrective action is achieved and approved by the DSP Manager and the Director of Network Development.

SUSPENSION

A written notification of suspension will be sent by the DSP Manager to a DSP vendor when there is identification of a quality, service, insurance, or other issue that requires corrective action. A corrective action plan must be submitted within specified time parameters to the DSP Manager. Current participants may be transitioned to other vendors, at the determination of the DSP Manager with authorization from the QA



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Manager, Director of Network Development and/or the CFO. New referrals are suspended until correction is achieved and approved. AAA1-B payments may also be temporarily withheld until the corrective action plan of the vendor has been approved and accepted by the DSP Manager with authorization from the QA Manager, Director of Network Development and/or the CFO.

TERMINATION

Termination may occur if corrective action is not taken or acceptable to the DSP Manager, Quality Assurance (QA) Manager, Director of Network Development and/or Chief Financial Officer. The DSP manager will send a signed letter of termination from the AAA 1-B CEO if the agency is no longer eligible to participate in the AAA 1-B vendor pool. Participants are transitioned to another vendor agency. A complete cessation of payments will occur.

III. VENDOR GRIEVANCE POLICY

- The AAA 1-B has established a standard process for addressing vendor grievances so that stakeholders (vendors) are able to address concerns, grievances, or complaints relating to their direct service purchase (DSP) bid agreement with AAA 1-B.
- 2. All vendors must use the following process to ensure proper review of their grievance:
 - a) Vendors may submit a written complaint or grievance, to the AAA 1-B, anytime they feel the AAA 1-B has breached their service agreement.
 - b) Vendors, or agencies applying to the vendor pool, whom were not approved to participate in the pool or to provide a specific service may also file a grievance.
 - c) Vendors may file a grievance by submitting an email to <u>vendors@aaa1b.com</u>
 - d) Vendors should submit the following information in order to file a grievance:
 - 1) Reason for complaint/grievance
 - 2) Expected resolution or outcome
 - 3) Any steps previously taken to address or resolve grievance
 - e) The grievance will initially be reviewed by the DSP Program Manager and the Director of Network Development (Level One Review)
 - 1) Upon receipt of the grievance, the DSP Program Manager shall send a receipt confirmation.
 - 2) The DSP Program Manager and the Director of Network Development and/or the Quality Assurance Manager, as appropriate, shall conduct an

F. Quality Assurance Activities



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investigation and identify a resolution (substantiate or non-substantiate) within ninety (90) days of receipt of the grievance.

- 3) The vendor will receive a response letter stating the outcome of the review and decision.
- f) If the vendor is not satisfied with the findings of the first level review, they may request a review conducted by the Chief Executive Officer (CEO) (Second Level Review)
 - 1) The CEO reviews the vendor grievance and the findings of the first level investigation and either upholds or overturns the first level grievance decision.
 - 2) If a decision is overturned; the AAA 1-B will issue corrective action to the vendor and/or other DSP vendors (as appropriate).
- g) All vendor grievances will be recorded and tracked by the AAA 1-B. Grievances will be reviewed regularly by the Quality Improvement Committee.

IV. Critical Complaint & Incident Report (CCIR)

- 1. The AAA 1-B has established a standard process for collecting, reporting and followingup on all reported complaints and incidents, in accordance with the requirements of the Michigan Department of Community Health (MDCH). The purpose of this process is to ensure that all complaints and incidents are all properly reported, investigated and resolved.
 - 2. The following includes the types or categories of complaints and incidents handled in the reporting process:
 - a. Abuse
 - b. Neglect
 - c. Exploitation
 - d. Falls
 - e. Failure to notify (i.e. worker does not show up for shift, participant admitted to hospital and AAA 1-B not notified)
 - f. Theft
 - g. Code of Conduct (i.e. worker using cell phone)
 - h. Death
 - i. Medication Errors
 - j. Restrictive Interventions
 - k. Suicide Attempts
 - I. Other (i.e. HIPAA violation, billing, fraud, elopement, etc)
 - 3. AAA 1-B is required to report specific incidents to the Michigan Department of Community Health, including immediate reporting of any suspicious or unexpected death. AAA 1-B is also a mandatory reporter to Adult Protective Services for any incidents that may involve neglect, abuse or exploitation.



F. Quality Assurance Activities

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- 4. The CCIR process can be initiated by the participant, their family member, caregiver, AAA 1-B staff person and/or the vendor. The process should include initial reporting to the AAA 1-B care manager or other staff person that is the primary point person for the participant.
- 5. All parties involved are included in the investigation and process, to the extent possible. Initial investigation is typically conducted by the AAA 1-B Care Manager or other Community Support Services staff person, with follow up shared by the Network Development department and the Quality Assurance Manager.
- 6. Vendors receive written notification of <u>all</u> CCIR's for documentation and quality assurance purposes. However, a written response is not necessary in all cases. Vendors are instructed by the written notification if additional follow up or documentation is required.

All CCIRs are handled on a case by case basis. The AAA 1-B Quality Assurance team reviews trends regularly in the type or frequency of complaints for all vendors. Excessive CCIRs may result in further disciplinary action for the vendor, including probation, suspension or termination.



AAA 1-B Corrective Action Plan (CAP)

<u>Instructions</u>: This form is to be used if the contractor and/or vendor require corrective action. Corrective action is needed if the contractor/vendor is not in compliance with the terms and conditions of the contract or agreement. This report is to be completed and mutually agreed upon by both the program monitor and contractor/vendor.

| This section to be completed by AAA 1-B Contract Manager |
|---|
| Which type of AAA 1-B agreement does this apply to? |
| Provider Agency: Contract #: |
| Program/Service: Date of Issue: |
| Contract/DSP Manager Name: Email: |
| Date the Corrective Action Plan is due to Contract/DSP Manager (10 business days after issue date): |
| Reason for request and section of Contract/DSP policy out of compliance: |
| |
| NOTICE OF PROBATION OR SUSPENSION: The request for a CAP <u>may</u> be notice of the contract or vendor being placed on probationary or suspension status. In compliance with the AAA 1-B Contractor and Vendor Probation, Suspension and Termination policies, a contractor/vendor may be placed on further disciplinary action (including Probation, Suspension or Termination) if a CAP is not completed by the due date or the contract/DSP manager determines the CAP to be unsatisfactory. The full policies can be reviewed in the AAA 1-B RFP Reporting Manual and the DSP Manual, available at <u>www.aaa1b.com</u> . |
| This contract/vendor agreement is being placed on: |
| □ CAP without Probation or Suspension □ Probation with CAP □ Suspension with CAP* |
| *The AAA 1-B Board of Directors review required prior to <u>contract</u> suspension. Date of Review: |
| Board of Director Comments: |
| |
| This section to be completed by the contractor or vendor agency |
| Name & title of person completing form: Date completed: |
| Person(s) responsible for implementing plan: |
| Continued on next page |

AAA 1-B staff and/or provider may attach additional pages as needed.

Explain why non-compliance occurred.

Provide a detailed description of activities that will assist contractor to reach contract compliance. Activities must be specific and measurable.

Provide a timeline for the activities or tasks planned to address corrective action.

Contractor/Vendor Comments:

I hereby certify that this Corrective Action Plan has been mutually agreed upon by both parties.

AAA 1-B Program Manager Signature

Date

Contractor/Vendor Signature

Date

AAA 1-B staff and/or provider may attach additional pages as needed.



G. 3-YEAR BID AGREEMENT GUIDELINES

This section contains the following information:

- General Guidelines
- Application Instructions
- Umbrella Agency Agreement Amendment



Issue Date: 10/1/11

Rev Date: 10/1/13

I. General Guidelines & Application Process

- 1. Section G: 3-Year Bid Agreement Guidelines applies <u>only</u> to the following services:
 - Community Living Program Services (CLPS)
 - Community Living Supports (CLS)
 - o In-Home Respite
 - Medication Management (including Medication Dispensers)
 - Nursing Services
 - Personal Care
 - Personal Emergency Response Systems (PERS)
 - Private Duty Nursing (PDN)
- 2. Agencies that wish to provide the above named services must complete an application for a 3–Year Bid Agreement. Only applicants selected by the AAA 1-B to provide these services will have an active bid agreement. Applicants will be selected and notified in the Fiscal Year prior to the beginning of the 3-year bid agreement. Applications to provide the above services will only be accepted during the application window, unless the AAA 1-B determines the need to open the application pool for a specific service.
- 3. Agencies providing one or more of above services are required to apply to the vendor pool via one or more service groups. Service groups are organized by two or more like services, often provided in conjunction. The AAA 1- B service groups are as follows:
 - Service Group #1: CLPS, CLS, and In-Home Respite
 - Service Group #2: Medication Management & PDN
 - Service Group #3: Medication Management & PERS

Note: Agencies in service group #3 must adhere to the PERS, Medication Management and the Specialized Medical Equipment and Supplies service standard/definition.

4. The three-year bid agreement pool will be effective October 1 of the first fiscal year and end the last day of September in the third fiscal year. All vendors will be required to re-apply for each three year cycle, and are not guaranteed ongoing acceptance in the vendor pool.



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Rev Date: 10/1/13

- 5. Approved vendors with a three-year bid agreement are required to follow all of the AAA 1-B DSP Operating & Service Standards in addition to the guidelines outlined in this section.
- Agencies that are selected to participate in the vendor pool via a 3-Year Bid Agreement may have their application disqualified, or have their bid agreements suspended or terminated if found: 1. To have falsified information on the application, 2. To be unable to provide services as described on application, 3. To be unable to

comply with the AAA 1-B DSP Operating & Service Standards, 4.To be unable to comply with AAA 1-B insurance standards, 5. The company is acquired by another organization and/or the company has changed the name under which they do business, and/or 6. Serious quality assurance issues are identified.

II. Licensed and Unlicensed Assisted Living Providers

- Participants placed in an unlicensed assisted living setting may receive services from a homecare provider contracted to provide services through the facility. Homecare providers contracted by an unlicensed assisted living facility to provide services to AAA 1-B participants within said facility do not require approval via the three year bid agreement application. <u>This exception</u> <u>applies only to buildings with which AAA 1-B has an unlicensed assisted living</u> <u>agreement with, and not all unlicensed assisted living settings.</u>
- Although exempt from the 3-Year Bid Agreement Application process, homecare providers contracted to provide services in an unlicensed assisted living setting must have submitted all bid documentation and comply with all AAA 1-B DSP Operating & Service standards to be an approved vendor in the AAA 1-B DSP vendor pool in order to provide funded services to AAA 1-B participants.
- 3. The homecare provider must apply to the pool via the 3-Year Bid Agreement application process during the open application time frame for if they wish to provide service to AAA 1-B participants living outside the facility.
- 4. Licensed (HFA & AFC) and Unlicensed Assisted Living buildings do not need to apply to the pool via the 3-Year Bid Agreement Application process, but must have all other appropriate bid agreements and other required documentation in place in order to be considered an approved vendor.



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III. <u>Minimum Hours & Service Boundaries</u>

- A service minimum cannot exceed 1-2 hours for vendors providing CLPS, CLS, In-Home Respite, Nursing Services and Private Duty Nursing. A vendor agency's service minimum cannot exceed 1-2 hours for AAA 1-B participants. <u>NOTE: This is a minimum for providers, not for AAA 1-B service</u> <u>authorizations. See #2.</u>
- 2. Occasional authorizations are made for 1-2 hours of service. Accepting a 1-2 hour service authorization is not required for every request, but all vendors are expected to take authorizations of varying hours of service in order to meet the needs of all participants in our region.
- 3. Vendors operating under the 3-Year Bid Agreement are required to serve an entire county or counties within the AAA 1-B service region, unless service is restricted to a specific region within a county due to franchise agreements or other specific legal arrangements. Any requests to serve only a portion of a county must be reviewed and approved by the AAA 1-B.

IV. <u>Travel Premium</u>

- 1. Vendor agencies may be authorized to provide service in a difficult to serve area of the 1-B region. A travel premium of \$10.00 per day, based on the average number of days a participant receives service within one week, will be added when the services are authorized in the AAA 1-B designated hard-to-serve areas, which include:
 - i. Milan, Ottawa Lake & Petersburg (Monroe county)
 - ii. Allenton, Harsen's Island, Capac & Yale (St. Clair county)
 - iii. Armada, Ray Twp (Macomb county)
 - iv. Highland, Leonard (Oakland county)
- 2. The AAA 1-B may identify additional hard-to-serve areas and expand the list of approved travel premium areas as identified above. Vendors will be notified of such changes via a memo from the AAA 1-B.
- 3. Travel premium rates apply only to CLPS, CLS, In-Home Respite, Nursing Services, Private Duty Nursing and Medication Management.
- 4. The travel premium does not apply and will not be authorized for direct care workers employed under the Agency with Choice/Umbrella Agency arrangement.



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Rev Date: 10/1/13

V. <u>Vendor Assessments</u>

- 1. All vendors with an effective 3-Year Bid Agreement will be assessed for adherence to the AAA 1-B Vendor Operating and Service Standards. Assessments will occur <u>at least once in the three year period</u> and will be conducted in-person by an AAA 1-B staff person.
- 2. Vendors found to be out of compliance with the Vendor Operating & Service Standards may be subject to disciplinary action, including termination from the vendor pool, in accordance with the AAA 1-B guidelines on Probation, Suspension, and Removal from the Vendor Pool (see Section F of the DSP manual.)

VI. Exception Criteria

- During the three year agreement period, the AAA 1-B will purchase services from the vendors selected to participate in the vendor pool. However, some exceptions may apply as a need may arise to bring additional providers into the pool during the three year agreement period. Exceptions are limited to specific situations, including:
 - a. One or more vendors have been removed or dropped out of the provider pool during the three year agreement period, and additional providers are needed, as determined by AAA 1-B, to ensure consistency of service and choice of providers for participants.
 - b. The need for services has outgrown the capacity of the current vendors in the pool, and additional providers are needed to meet the demand for services. This may include an increase in demand for the entire AAA 1-B service region, or the demand may be limited to a specific county.
 - c. The AAA 1-B identifies a gap in services that cannot be fulfilled by the current vendor pool. A gap in services may include, but is not limited to; a need for a service not previously provided or funded under AAA 1-B service definitions or services provided by a specific type of worker (i.e. bi-lingual).

Note: In cases regarding exceptions (a) and (b), if the AAA 1-B deems it necessary to included additional providers in the vendor pool during the three year contract period, providers whom had previously applied but were not selected to participate during the initial application process will be invited to reapply. These vendors will be given priority over vendors whom had not previously applied to the vendor pool.



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VII. <u>Self-Determination Models: Agency with Choice & Umbrella Agency</u>

- 1. Vendors providing CLPS, CLS, and In-Home Respite (Service Group #1) are expected to participate in the Agency With Choice (AWC) and Umbrella Agency (UA) program model.
- 2. Under the self-determination program models, the participant has the option to choose their own worker, such as a friend or some family members. The vendor agency agrees to hire that worker, within the parameters outlined in the UA and AWC agreements. The self-determination program models are person-centered and provide the participant more control over their own worker.
- 3. Under these models, the vendor agency is the Employer of Record. The vendor agency is responsible for background checks, required hiring and tax documentation and makes the final decision on hiring the worker. The participant is the supervisor of the worker and sets the worker's job description.
- 4. Umbrella Agency
 - a. The Umbrella Agency model only applies to non-Medicaid Waiver participants. Authorizations for umbrella workers will be authorized under the CLPS service definition.
 - b. Umbrella agencies agree to employ individuals that provide services to AAA 1-B participants if they meet the agency's employment guidelines. If hired by the agency, an umbrella worker may continue to provide services to the participant and have the option to increase their workload or take on additional cases at their own discretion. Increasing the work to other participants is not required for umbrella workers.
 - c. Umbrella workers must be hired at the same pay scale as all other employees of the umbrella agency and must abide by the agency's employment guidelines.
 - d. Upon approval for hire, the umbrella agency will inform the AAA 1-B Supports Coordinator of the date of hire and availability of the worker to begin services through the agency.



Issue Date: 10/1/11

Rev Date: 10/1/13

- e. Umbrella agencies will not hire a spouse and/or a dependent child and/or a legal guardian of the participant as an umbrella worker as mandated by Michigan Department of Community Health (MDCH) standards. Other family members are eligible.
- f. Umbrella agencies will complete and maintain a signed and fully executed AAA 1-B DSP Umbrella Agency Agreement Amendment form.
- 5. Agency with Choice (AWC)
 - a. The AWC model only applies to Medicaid Waiver participants. Authorizations for service will be authorized under the Community Living Service (CLS) definition.
 - b. The AWC model operates under guidelines similar to the Umbrella Agency guidelines, with additional requirements set forth by the Michigan Department of Community Health. All vendors participating in the Agency With Choice model will be provided with additional documentation and guidelines for review and approval prior to the provision of services under the AWC model.



H. APPENDICES

- Appendix A: Insurance Guidelines
- Appendix B: Environmental Accessibility Adaptations Agreement
- Appendix C: Specialized Medical Equipment and Supplies Agreement
- Appendix D: Licensed Assisted Living (Additional Enrollment Documents)
- Appendix E: Unlicensed Assisted Living Facility Documents
- Appendix F: Umbrella Agency Agreement Amendment
- Appendix G: DSP Acronyms and Service Codes
- Appendix H: AAA 1-B Glossary of Acronyms, Abbreviations and Definitions
- Appendix I: AAA 1-B Vendor Partner Logo Use Policy



H. Appendix A: Insurance Guidelines

Issue Date: 3/27/07

Rev Date: 10/01/13

I. INSURANCE GUIDELINES

- A. All applicants must adhere to the following AAA 1-B insurance requirements to be eligible for enrollment:
 - 1. Vendors shall indemnify, save and hold harmless the AAA 1-B and the Office of Services to the Aging (OSA) against any and all expense and liabilities, of any kind, which the AAA 1-B or OSA may sustain, incur or be required to pay arising out of the implementation of the contract or agreement.
 - 2. Vendors are required to maintain insurance in amounts necessary to cover claims specific to the services provided in addition to required insurance listed below.
 - 3. Insurance policies must be issued by companies licensed to do business in Michigan, or approved to do business in Michigan, and such companies must be well rated and acceptable to the AAA 1-B.
 - 4. The AAA 1-B must be a certificate holder on all policies. On general liability insurance policies the AAA 1-B must also be included as an additional insured.
 - 5. Certificate holder information must be issued to:

Attention: Finance Department Area Agency on Aging 1-B 29100 Northwestern Highway, Suite 400 Southfield, MI 48034

- 6. The insurance agent must provide ten (10) day written notice of changes or cancellation in insurance coverage.
- Certificates of insurance must contain the following cancellation notice language: Should any of the policies described herein be cancelled before the expiration date thereof the insurer affording coverage will mail ten (10) days written notice to the certificate holder named herein.
- 8. Insurance certificates must be received from the insurance company, not the vendor/contractor. Your agent may send, via the U.S. Postal Service, an original certificate of insurance to: AAA 1-B, 29100 Northwestern Hwy., Suite 400, Southfield, MI 48034; or email a certificate of insurance, in PDF format only, to FADepartment@aaa1b.com, or fax to (248) 948-9691.



Note: Insurance Binders will NOT be accepted as proof of insurance.

- 9. Questions regarding insurance requirements may be emailed to FADepartment@aaa1b.com.
- B. The following insurance is required for all AAA 1-B Contract Service Providers and Direct Service Purchase (DSP) Vendors:
 - 1. <u>Workers' Compensation</u>
 - 2. <u>Unemployment</u>
 - 3. <u>General Liability with AAA 1-B named as additional insured</u> a minimum combined single limit of \$1,000,000 each occurrence for bodily injury and property damage and the policy shall include personal injury and products/completed operations coverage.
 - 4. <u>Fidelity Bonding</u> covering employee theft from employer.
 - 5. <u>Third Party Fidelity (Crime Bond)</u> minimum of \$50,000; covering employee theft from participant.
- C. The following insurance is required for all AAA 1-B contract service providers where applicable:
 - 1. <u>Product Liability</u> for meals, personal emergency response, etc.
 - 2. <u>Professional Liability</u> a minimum \$1,000,000 each occurrence for counselors, nurses, financial advisors, etc.
 - 3. <u>Property and Theft</u> for equipment purchased with federal and/or state funds.
 - 4. <u>Automobile Liability</u> Coverage for owned, hired and non-owned, including residual liability insurance with a minimum combined single limit of \$1,000,000 for each accident for bodily injury and property damage. (Required for providing any transportation related service and CLS/CLPS)



Mission: The Area Agency on Aging 1-B enhances the lives of older adults and adults with disabilities in the communities we serve.

AREA AGENCY ON AGING 1-B Direct Service Purchase Information ENVIRONMENTAL ACCESSIBILITY ADAPTATIONS BID AGREEMENT

VENDOR INFORMATION

| Agency: | | | |
|-----------------------|-----------------|----------------------|-------------------------------------|
| Address: | | | |
| Telephone: | | Fax: | Federal ID Number: |
| Administrator/Preside | ent: | Name/Title | _ Email: |
| Contact Person to Re | equest Services | Name/Title/Telephone | |
| Contact Person for B | illing: | Name/Address/Teleph | one |
| Type of Agency: | Public | Private Non-Profit | Private for Profit |
| | | Woman-owned Agency | Owned by a Person with a Disability |

BIDDING INFORMATION

The AAA 1-B Staff will contact the agency to obtain a bid price for a specific repair, construction, or modification job. Bids will be solicited per job.

List the types of repairs or construction services the Organization provides:

2. Georgraphic boundaries of service area: (County Specific) _

Either party may terminate this agreement with at least 30 day notice in writing. A breach of contract (i.e. lack of licensure) by the vendor agency may result in immediate termination of this agreement, as determined by AAA 1-B.

DSP Bid Agreements, for first-time applicants, become effective on the date the Bid Agreement is signed by the AAA 1-B Executive Director, Unless otherwise indicated.

CERTIFICATION

VENDOR: Signature of Authorizing Official

AAA 1-B: Signature of Authorizing Official

Title and Date

Title and Date



Mission: The Area Agency on Aging 1-B enhances the lives of older adults and adults with disabilities in the communities we serve.

AREA AGENCY ON AGING 1-B Direct Service Purchase Information SPECIALIZED MEDICAL EQUIPMENT AND SUPPLIES BID AGREEMENT

VENDOR INFORMATION

| Agency: |
|---|
| Address: |
| Telephone: Fax: Federal ID Number: NPI Number: |
| Administrator/President: Email: |
| Contact Person to Request Services: |
| Contact Person for Billing: |
| Type of Agency: Public Private Non-Profit Private for Profit Minority Agency Veteran Woman-owned Agency Owned by a Person with a Disability |
| BIDDING INFORMATION |
| Provide a complete listing of products available and costs for each category: (Attach price list if necessary.) Bathroom Equipment: grab bars, raised toilet seats, shower attachments, etc. Liquid Diet Supplements: Incontinence Products: Variety of Medicine Boxes: Other: |
| 2. Geographic Boundaries of Service Area: (County Specific.) |
| Either party may terminate this agreement with at least 30 day notice in writing. A breach of contract (i.e. lack of licensure) by the vendor agency may result in immediate termination of this agreement, as determined by AAA 1-B. |
| DSP Bid Agreements, for first-time applicants, become effective on the date the Bid Agreement is signed by the AAA 1-B Executive Director. |
| CERTIFICATION |

VENDOR: Signature of Authorizing Official

AAA 1-B: Signature of Authorizing Official

Title and Date

Title and Date



Mission: The Area Agency on Aging 1-B enhances the lives of older adults and adults with disabilities in the communities we serve.

AREA AGENCY ON AGING 1-B Adult Foster Care / Home for the Aged Direct Service Purchase Bid Agreement

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| Fax: | Federal ID | Number: | | | | | | | | | | |
| Email: | | | | | | | | | | | | |
| to Request Se | rvices: | Email: | | | | | | | | | | |
| Person: | Email: | | | | | | | | | | | |
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By signing this agreement, the vendor agency understands and agrees to the following:

1. Agency is providing services under the Community Living Supports Service definition and in accordance with the Adult Foster Care/Home for the Aged bid addendum.

2. The per diem rate is negotiated on a per participant basis, based upon the assessment and determination made by the AAA 1-B Supports Coordinator.

3. Provision of services authorized by the primary care manager is acceptance of the authorized per diem rate for each individual resident.

4. Either party may terminate this agreement with at least 30 day notice in writing. A breach of contract (i.e. lack of licensure) by the vendor agency may result in immediate termination of this agreement, as determined by AAA 1-B.

5. The vendor agency has reviewed and is in compliance with all AAA 1-B DSP Vendor requirements, as outlined in the AAA 1-B DSP Vendor Manual, available at www.aaa1b.com. This includes but is not limited to: General Operating Standards, Service Specific Standards, Insurance Requirements, Billing and Reporting requirements.

6. The vendor agency will notify AAA 1-B of any key staff/contact information changes within 3 business days

| Note: DSP Bid Agreements | become effective on the date the B | id Agreement is signed by the A | AA 1-B Executive Director, |
|-----------------------------|------------------------------------|---------------------------------|----------------------------|
| unless otherwise indicated. | | | |

CERTIFICATION

Vendor: Signature of Authorizing Official

Title and Date



LICENSED ASSISTED LIVING BID AGREEMENT ADDENDUM

| Name of Corporation: | |
|----------------------|--|
| - | |

Name of Licensed AFC/HFA: _____

The following information is included as an Addendum to the Bid Agreement with the above stated vendor agency hereby known as the licensed assisted living vendor. By signing this addendum, the licensed assisted living vendor agrees to comply with the requirements of this addendum as well as the requirements listed in the bid agreement.

The licensed assisted living vendor shall designate a program coordinator. The coordinator will act as a liaison for all referral procedures with the Area Agency on Aging 1-B (AAA 1-B).

- 1. Vendor Records for Participants:
 - a. Each Vendor must maintain comprehensive and complete participant records that contain, at a minimum:
 - *Date of Service
 - *Total Hours per Service Authorized per Diem
 - *Service log of Tasks Performed
 - *Worker's signature
 - *Worker's observations
 - b. The AAA 1-B requires that the five items listed above be contained in one document referred to as the Participant Worker Log Sheet. Samples of a Participant Worker Log Sheet can be provided by AAA 1-B.
 - c. The AAA 1-B requires all vendors to submit a copy of both the Participant Worker Log Sheet and written policies and procedures for completing the Participant Worker Log Sheet.
 - d. The Participant Worker Log Sheet is the official documentation required to substantiate service delivery.
 - e. Vendor records must contain a listing of all dates of service for each participant and the number of units provided each day. Absence of a worker service record at a review for any date of service for which the vendor makes a claim is equivalent as having no record that the service was rendered.
 - f. The Participant Workers Log Sheet is a daily account of services furnished and must be written by the worker who provides the service. Workers must maintain a record of services furnished by the date of service and description of service provided on each date.
 - g. Worker time sheets without tasks performed do not met these criteria and should not be used as worker service records.
- 2. <u>Worker Observations of the Participant are:</u>
 - a. Changes in the participant's condition (condition of skin, change in appetite or appearance, etc).
 - b. The amount of assistance needed
 - c. How well service is tolerated
 - d. Any concerns or changes observed



- 3. Documentation required in the participant file for AFC Homes
 - a. Resident Care Agreement
 - b. Assessment Plan for AFC Residents
 - c. Weight Record
 - d. Health Care Appraisal
 - e. Identification Record
 - f. Resident Funds Records
 - g. Participant Worker Log

4. Supervisory Reviews

Supervisory Reviews must be completed twice a year for workers. Documentation of Supervisory reviews must be maintained for 6 years. Supervisor's qualifications must be submitted to the AAA 1-B with the bid application or when the supervisor has changed. The Supervisory reviews must document the following items:

- a. Date of Supervision
- b. Place of Supervision
- c. Participant Name
- d. Name of Worker
- e. Skills/Tasks observed and level of competence
- f. Signature of supervisor
- 5. <u>Orientation Training</u>

New Staff must receive an orientation training that includes, at a minimum:

- a. Introduction to the AAA 1-B programs (both MI CHOICE waiver and state funded programs)
- b. Service delivery techniques
- c. Observation of new staff performing service activities
- d. The aging network
- e. Maintenance of records and files (as appropriate)
- f. The aging process, which may include, but not be limited to:
 - (1) Cultural diversity
 - (2) Dementia
 - (3) Cognitive impairment
 - (4) Mental Illness
 - (5) Abuse and Exploitation
- g. Working with disabled individuals
- h. Ethics and Code of Conduct
- i. Emergency procedures and protocols
- j. Universal Precautions
- k. Advanced Directives and DNR's
- 6. <u>Participant Hospitalization</u>

The following procedures have been agreed to and will be followed in the event an AAA 1-B MI CHOICE participant requires hospitalization or are transferred to the hospital without admission:

- a. In the event an AAA 1-B MI CHOICE participant is hospitalized, no services will be authorized by the AAA 1-B Care Manager
- b. The licensed assisted living coordinator shall notify the AAA 1-B of the participant hospitalization immediately or as soon as practical.



c. The vendor is responsible for coding the missed day(s) of service in the billing section of Harmony as a participant hospitalization.

The following individuals acknowledge that they have read the above stated information and accept the requirements as stated above.

Facility Owner or Executive Director

Date

Tina Abbate Marzolf, AAA1-B Chief Executive Officer

Date

| Autl | n. Client Name: | Month/Year: | | | | | | | | | | | | | | |
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| \dashv | | p.m. | | | | | | | | | | | | | | | | |
| - | lleostomy | mn a.m. | | | | | | | | | | | | | | | | |
| - | neostority | а.п. p.m. | | | | | | | | | | | | | | | | |
| - | | mn | | | | | | | | | | | | | | | | |
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| | Monitoring | a.m. | | | | | | | | | | | | | | | | |
| | | p.m. | | | | | | | | | | | | | | | | |
| | Cueing/Reminding | a.m. | | | | | | | | | | | | | | | | |
| | | p.m. | | | | | | | | | | | | | | | | |
| | Engmt in Activities | a.m. | | | | | | | | | | | | | | | | |
| | Vital Signa | p.m. | | | | | | | | | | | | | | | | |
| | <u>Vital Signs</u> Vital Signs | a.m. | | | | | | | | | | | | | | | | |
| | vital Signs | а.п. p.m. | | | | | | | | | | | | | | | | |
| | Blood Sugar Checks | a.m. | | | | | | | | | | | | | | | | |
| | | noon | | | | | | | | | | | | | | | | |
| | | p.m. | | | | | | | | | | | | | | | | |
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| KEY | Worker's Name | | Initials | 5 | | | | | | | | | | | | | | |
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H. Appendix E: Unlicensed Assisted Living Guidelines

Issue Date: 3/27/07

Rev Date: 10/1/13

I. UNLICENSED ASSISTED LIVING GUIDELINES

- A. The AAA 1-B has established the following guidelines for Assisted Living DSP vendors and vendors participating in the MI State Housing Development Association (MSHDA) Affordable Assisted Living (AAL) Program. The purpose of the Bid Agreement Addendum is to define areas of cooperation, outline program expectations and requirements to ensure high quality service and support to participants.
 - 1. Generally, only MI Choice eligible persons will be served in assisted living homes.
 - 2. The setting must be private, non-licensed.

Note: MI Choice Waver eligible persons may be served in licensed Adult Foster Care (AFC) homes for the aged (APA's) under a separate program called Residential Services. Call (800) 852-7795 for more information.

- 3. Vendors must comply with General Operating Standards, the General Standards for Service, Home Based Service Standards, as well as compliance with the protocols established in the Assisted Living Bid Agreement Addendum.
- 4. Community Living Services (CLS) and Meals should be available on-site. Services eligible for purchase from assisted living providers may include the following:
 - a. Community Living Services(either from on-site agency or Assisted Living provider; which includes homemaking or personal care)
 - b. Meals
 - c. Medication Reminders
 - d. Other services as appropriate:
 - Private Duty Nursing (Medication set-up/admin)
 - Nursing Services



H. Appendix E: Unlicensed Assisted Living Guidelines

Issue Date: 3/27/07

Rev Date: 10/1/13

Note: Bid Agreements must be completed for each service in accordance with AAA 1-B Standards. Further, the agency must submit an Assisted Living Bid Agreement Addendum. The Bid Agreement Addendum outlines areas of cooperation as well as protocols for assisted living activities.

Agencies shall post procedures to be followed in emergency situations (i.e., fire, severe weather) in each room. Practice drills of emergency protocols shall be conducted once every six (6) months. The program must maintain a record of all emergency practice drills.



Issue Date: 10/1/13

UNLICENSED ASSISTED LIVING BID AGREEMENT ADDENDUM

Assisted Living Vendor Agency: _____

Address, City, Zip___

The following information is included in the Bid Agreement with the above stated vendor agency hereby known as the assisted living and/or Affordable Assisted Living (AAL) vendor. The assisted living vendor shall designate a program coordinator. The coordinator will act as a liaison for all referral procedures with the Area Agency on Aging 1-B (AAA 1-B) and coordinate activities with the on-site or designated home care agency as appropriate.

1. <u>Referral Procedures</u>

The following procedures have been outlined for assisted living vendors making a referral of a resident to the AAA 1-B MI Choice program:

- a) the assisted living coordinator shall refer the participant or designated person to the AAA1-B Resource Center at (800) 852-7795;
- b) the AAA 1-B will conduct a telephone screen and universal intake, and if the participant is eligible, schedule an assessment. If the MI Choice program is at capacity, the AAA 1-B will place the participant on a wait list. The participant/proxy will be contacted to schedule an assessment when his/her name comes upon the wait list;
- c) following the assessment, the AAA 1-B Supports Coordinator will notify the assisted living Waiver Coordinator if the participant is eligible for the MI Choice program;

The following procedures have been outlined for AAA 1-B Waiver participant referrals to an assisted living vendor agency:

- d) the AAA 1-B Supports Coordinator or Resource Specialist informs a participant/proxy about the assisted living vendor facilities. the AAA 1-B Supports Coordinator is responsible for discussing, and completing, the Rental Agreement with the participant/proxy and the assisted living Waiver Coordinator prior to the participant's scheduled move-in date;
- e) the assisted living Waiver Coordinator notifies the AAA 1-B Supports Coordinator and the on-site home care provider within a maximum of 14 days (but no less than five business days), prior to the move-in date. The AAA 1-B Supports Coordinator should complete the Authorization Forms for the assisted living facility and the on-site home care agency and faxes them (along with the

assessment and plan of care service order) to the appropriate agencies prior to the participant moving into the facility;

- f) re-evaluation of the participant is the responsibility of the assisted living Waiver Coordinator and the on-site home care agency; however, the AAA 1-B Supports Coordinator must be notified immediately if the re-evaluation has changed and the participant will not be accepted by the facility. This will allow time to: 1) discuss options for ordering additional service; 2) determine if the participant can remain in their current location; 3) determine if another assisted living facility will accept the participant; or 4) take other actions as appropriate to assist the participant;
- g) the AAA 1-B Supports Coordinator will schedule a re-assessment within five business days following the participant's move into the assisted living facility. Case conferencing will occur with the assisted living Waiver Coordinator and the home care agency.

2. <u>Care Management Services</u>

The following procedures will be followed when determining if an assisted living vendor agency resident or potential resident is eligible for Care Management service:

- a) when an assisted living vendor agency resident or potential resident appears MI Choice eligible, based on the results of the intake and screening process, the AAA 1-B Supports Coordinators will assign Community Care Management (CCM) as the participant type until Medicaid approval is secured;
- b) if the assessed resident appears not to be MI Choice eligible, nor is it likely they will become eligible within the next year, and the participant is 60 years of age or older, the AAA 1-B Supports Coordinator may open the case as CCM (per AAA 1-B established procedures);
- c) for assisted living vendor agency residents who become AAA 1-B CCM participants, the AAA 1-B Supports Coordinators will not purchase homemaking or home delivered meals services, unless they are broken out of the rent, since these are included in the resident's rental fee. Personal care or other services that are not included in the resident's rental fee may be purchased if they are appropriate to the participant's care plan, other resources are not available for these services, and AAA 1-B funds are available.

3. <u>Rental Rate Negotiation</u>

The following <u>rental rate negotiation procedure</u> will take place when DHS determines a participant to be financially eligible and according to the referral procedures established above. These procedures have been agreed to and will be adhered to by the AAA 1-B and the assisted living vendor agency:

- a) the AAA 1-B Supports Coordinators will work with the participant to determine if he/she is able to meet rental obligations;
- b) if it is determined the participant cannot fully meet the rental obligation, the AAA 1-B Supports Coordinators (with the permission of the participant) will attempt to secure section 8 with the family/proxy to determine whether additional resources can be secured;
- c) the vendor agency agrees that a \$25-\$300 range is reasonable for negotiation of a rental rate reduction;
- d) the assisted living vendor agency agrees to participate in a negotiation of rental rates for an AAA 1-B MI Choice participant that requires a rental rate reduction;
- e) the AAA 1-B Supports Coordinators will meet with the assisted living Waiver Coordinator to discuss the amount of rental rate reduction required to maintain the participant in the facility;
- f) an assisted living Waiver Coordinator (with a AAA 1-B Supports Coordinator present) may choose to conduct follow-up discussion with the participant/proxy to discuss the scope (if any) of additional resources available to meet rental obligations;
- g) the AAA 1-B Supports Coordinators will document the outcome of the rental negotiations in the participant chart and inform the participant/proxy;
- h) the participant/proxy, assisted living Waiver Coordinator, and AAA 1-B Supports Coordinator will sign the Rental Agreement form which indicates the negotiated monthly rental rate agreed upon by all parties;
- i) the AAA 1-B is not responsible if the participant/proxy defaults on the rental agreement;
- j) the assisted living vendor agency agrees that the negotiated rental agreement is valid for a period of two years. Following the two-year period, no more than a 5% cost of living increase may be added to the negotiated rental rate for each AAA 1-B MI Choice participant. This 5% maximum cost of living increase will not occur more often than every two years;
- k) the assisted living Waiver Coordinator will discuss any proposed changes to the rental rate negotiation procedure with the Director of Community Support Services, or the Chief Executive Officer of the AAA 1-B prior to discussing them with AAA 1-B Supports Coordinators.

4. Participant Hospitalization

The following procedures have been agreed to and will be followed in the event an AAA 1-B MI Choice participant requires <u>hospitalization</u>:

- a) in the event an AAA 1-B MI Choice participant is hospitalized, no services will be authorized (i.e., meals, homemaking, personal care) by AAA 1-B Supports Coordinators;
- b) the assisted living coordinator shall notify the AAA 1-B of a participant hospitalization immediately or as soon as practical;
- c) in the event the AAA 1-B Supports Coordinator learns of a hospitalization prior to the assisted living Waiver Coordinator, the AAA 1-B Supports Coordinator will

contact the assisted living Waiver Coordinator immediately to notify them of the hospitalization;

- d) the AAA 1-B and the assisted living vendor agency have agreed that a hospitalization stay between 1 and 14 days will not affect a AAA 1-B MI Choice participant's room status.
- e) if the hospital stay exceeds 14 days or it appears, based on medical information, that the hospitalization period may extend for weeks or months, the AAA 1-B Supports Coordinator must contact the assisted living Waiver Coordinator to discuss the participant's medical status and determine if it would be appropriate to hold the room on behalf of the participant;
- f) the AAA 1-B Supports Coordinator, in coordination with the assisted living Waiver Coordinator, may contact the participant/proxy to determine if additional financial resources can be secured, to offset the cost of hotel services which are not reimbursable to the vendor agency under the MI Choice program when a participant is hospitalized;
- g) if the participant/proxy cannot contribute to the hotel service costs, and the assisted living vendor agency determines it cannot hold the room without reimbursement for these costs, the AAA 1-B Supports Coordinator will work with the assisted living vendor agency and the participant/proxy and provide information to relocate the participant;
- h) all AAA 1-B MI Choice participants will be informed of the hospitalization policy prior to entering the program.

5. Non-Exclusivity

- a) The AAA 1-B does not enter into exclusive purchase arrangements with assisted living facilities or on-site personal care providers.
- b) The AAA 1-B retains the right to use any provider from its Direct Service Purchase (DSP) pool if or when an AAA 1-B Supports Coordinator determines that it is in the best interest of an eligible older adult participant to do so.

The following individuals acknowledge that they have read the above stated information and accept the policies and procedures as stated above.

Facility Owner or Executive Director

Date

Tina Abbate Marzolf, AAA 1-B Chief Executive Officer

Date

H-17

AREA AGENCY ON AGING 1-B Direct Service Purchase Information

UMBRELLA AGENCY AGREEMENT AMENDMENT

Use this form for Community Living Supports (CLS) and Community Living Program Services (CLPS)

PROVIDER INFORMATION

Address:_____

Telephone:______Administrator/President:______

Agency:_____

Contact Person to Request Services:

AMENDMENT SUMMARY

As a provider for the Area Agency on Aging 1-B (AAA 1-B), we agree to consider for hire a worker requested by an AAA 1-B participant and Community Care Services manager. We do this knowing that the potential employee may want to serve ONLY the participant that has requested him/her and may not be open to expanded service. These workers will be considered employees of our company, will be reimbursed at the standard pay scale for any employee of our company, and will be subject to our internal standards and policies and those required by the AAA 1-B. Whether the applicant is hired or rejected, it will be our responsibility to communicate the status to the AAA 1-B Care Manager responsible for the requesting participant. We also understand that the participant's worker cannot be the participant's spouse, legal guardian or designated representative, in accordance with the MDCH guidelines for self determination service providers.

Geographic Boundaries of Service Area: (Be specific, include only areas in the AAA 1-B Region.) ____

Vendors MUST give 30 days written notice of intent to terminate from the AAA 1-B Vendor Pool.

VENDOR: Signature of Authorizing Official

AAA 1-B: Signature of Authorizing Official

Title and Date

Title and Date

Name/Title/Telephone



DSP ACRONYMS AND SERVICE CODES

| Service | Acronym | Code |
|---|---------|----------------------------|
| Adult Day Health Services | ADHS | S5100 |
| Chore Services | CHR | S5120 |
| Community Living Program Services | CLPS | CLPS10 |
| Community Living Services | CLS | H2015 |
| Environmental Accessibility Adaptations | MOD | S5165 |
| Home Delivered Meals | HDM | S5170 |
| In-Home Respite | IHR | S5150 |
| Out-of-Home Respite | OHR | H0045 |
| Liquid Supplement | SUP | B4150 |
| Specialized Equipment/Supplies | DME | S5199, T1999, T2028, T2029 |
| Nursing Services | NURS | T1002 |
| PERS Installation | PERS/I | S5160 |
| PERS Monthly | PERS | S5161 |
| Private Duty Nursing | PDN | T1000 |
| Social Worker/Counselor | COUNS | 99510 |
| Training | TRNG | S5110/S5115 |
| Transportation per Mile | TRANS | S0215 |
| Wheelchair Van per Trip | TRANS | A0130 |
| Medication Management | MM | H2010 |
| Community Transition Services | CTS | T2038 |





Issue Date: 3/27/07

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AAA 1-B GLOSSARY OF ACRONYMS, ABBREVIATIONS AND DEFINITIONS

| ААА | Area Agency on Aging |
|------|---|
| | Area Agency on Aging 1-B |
| | American Association of Retired Persons |
| | Americans with Disabilities Act |
| | Aging & Disability Resource Center |
| | Adult Foster Care |
| | Administration on Aging |
| | |
| | American Society on Aging |
| | . Community Action Agency (Originated under the Economic Opportunity Act of 1964) |
| | |
| CDBG | Community Development Block Grants |
| | |
| | Civil Monetary Penalty |
| | |
| | Community Transition Services |
| | |
| | Department of Management and Budget |
| Dol | |
| | Department of Transportation |
| | Diagnostic Related Groups |
| | |
| | Extended Care Facility |
| FMLA | Family Medical Leave Act |
| 4AM | Area Agencies on Aging Association of Michigan |
| | Fiscal Year |
| GAO | General Accounting Office |
| | House Bill |
| | Home Delivered Meals |
| HIS | Harmony Information System |
| НМО | Health Maintenance Organization |
| HUD | Housing and Urban Development |
| ICF | Intermediate Care Facility |
| | Information and Assistance |
| IoG | Institute of Gerontology |
| | Legal Services Corporation |
| | Monroe Commission on Aging |
| MCOP | Monroe County Opportunity Program |
| MCSC | Michigan Council of Senior Citizens |
| | |



| Η. | Appendix H |
|----|------------|
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Issue Date: 3/27/07

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| MDSA MICIS MMIS. MSA MSAC MSG MSHDA N4A | Michigan Department of Community Health Michigan Directors of Services to the Aging MI Choice Information System Medicaid Management Information System Medical Services Administration (Medicaid – Title XIX) Michigan Senior Advocates Council Michigan Society of Gerontology Michigan State Housing Development Authority National Association of Area Agencies on Aging |
|--|--|
| NAPIS | National Aging Program Information System |
| | National Association of State Units on Aging |
| | |
| | National Institute of Aging National Institutes of Health |
| | |
| | |
| | |
| | |
| | Organized Health Care Delivery System |
| | Oakland Livingston Human Service Agency |
| | |
| OSA | Office of Services to the Aging (Lansing, Michigan) |
| | Office of Substance Abuse Services |
| | Program Assistant |
| | Program for All-Inclusive Care for the Elderly |
| | Prepaid Ambulatory Health Plan |
| PCP | Person Centered Planning |
| | Personal Emergency Response Systems |
| | Preferred Provider Arrangements |
| | Preferred Provider Organizations |
| | Provider Service Area Request for Proposal |
| | |
| | Senate Bill |
| SC. | Supports Coordinator |
| SCSEP Senior Co | ommunity Service Employment Program (Title V, OAA) |
| | |
| SMSA SNF SSA | Southeast Michigan Council of Governments Standard Metropolitan Statistical Area Skilled Nursing Facility Social Security Act Supplemental Security Income |
| | |



Rev Date: 10/1/13

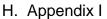
| ΤΑ | Technical Assistance |
|---|---|
| TITLE V | |
| TITLE VIOf the Civil Rights Act of 1965 | |
| TITLE XVIII | Medicare Section of SSA |
| Title XIX | Medicaid Section of SSA |
| TITLE XX | Social Services Section of SSA |
| USDA | United States Department of Agriculture |
| VA | Veterans' Administration |
| WA | Waiver |
| WCCOA | Washtenaw County Council on Aging |

Participant: A person enrolled in the MI Choice program.

Person-Centered Planning: A highly individualized process designed to respond to the expressed needs/desires of the individual.

Plan of Care: An individualized, comprehensive document developed by participants and supports coordinators using a person-centered approach that identifies each participant's strengths, weaknesses, needs, goals, outcomes, and planned interventions. This document includes all services provided to or needed by the participant, regardless of funding source.

Waiver Agent: An OHCDS under contract with MDCH to administer the MI Choice Waiver program in a specific PSA.





Issue Date: 10/1/13

Area Agency on Aging 1-B Vendor Partner Logo Use Policy

Third parties may not use the Area Agency on Aging 1-B (AAA 1-B) Corporate Logo. Organizations participating in the AAA 1-B vendor pool may use the Vendor Partner Logo that identifies the organization as a partner organization of the AAA 1-B. This is the only Logo approved for vendor use and must always be used pursuant to the specifications on this policy. Any use that falls outside of these specifications is strictly prohibited.

The following guidelines must be followed by Vendor organizations when using the Vendor Partner Logo:

- On any advertising, marketing collateral, or organization with written approval by the AAA 1-B Director of Communications or designated staff representative as outlined on the attached "Vendor Partner Written Approval Process".
- If an organization is removed from the AAA 1-B vendor pool, whether initiated by the participating organization or the AAA 1-B, the organization must removed the AAA 1-B vendor logo from all printed materials within 30 days and from any websites within 48 hours.
- 3. Organizations using the Vendor Partner Logo must also display in the primary and more prominent position, their own logo(s), business name, product names, or other branding.
- 4. The Logo may not be imitated or used as a design feature in any manner.
- 5. The Logo may not be used in a manner that would disparage the AAA 1-B or its products or services.
- 6. The Logo must be used as provided by the AAA 1-B with no changes, including but not limited to changes in the color, proportion, or design, or removal of any words, artwork, or trademark symbols. The Logo may not be animated, morphed, or otherwise distorted in perspective or appearance.
- 7. Use only approved AAA 1-B logo artwork:

- a. The Logo may only appear in black, corporate blue (PMS 540) or reversed out to white. The Logo may never be screened back, built out of four-color process screens, or broken into multiple colors.
- 8. The Logo must appear only in a horizontal position.
- 9. The Logo must stand alone and may not be combined with any other object, including but not limited to other logos, words, graphics, photos, slogans, numbers, design features, or symbols. The Logo must never be used to represent the word Area Agency on Aging 1-B in text, including in a headline, product-name logotype, or body copy.
- 10. The Logo must not be incorporated or used in any manner as part of, or in close proximity to another company's name, domain name, product or service name, logo, trade dress, design, slogan, or other trademarks. The Logo must never appear with any other symbol or icon; or be combined with any other name, logo, or icon to create a co-branded logo.
- 11. Neither the Logo nor the Area Agency on Aging 1-B name may be used in any other company name, product name, service name, domain name, website title, publication title, or the like.
- 12. Under no circumstances may third parties use, imitate, or play off of the Area Agency on Aging 1-B corporate tagline (*Advocacy, Action, Answers on Aging*).
- 13. The AAA 1-B reserves the right in its sole discretion to terminate or modify permission to display the Logo, and may request that third parties modify or delete any use of the Logo that, in the AAA 1-B's sole judgment, does not comply with these guidelines, or might otherwise impair AAA 1-B's rights in the Logo.

Approved Vendor Partner Logo(s)



The Area Agency on Aging 1-B Corporate Logo is **NOT** approved for use by any vendor organization.



Vendor Partner Written Approval Process

All requests to use the Area Agency on Aging 1-B (AAA 1-B) Vendor Partner Logo must obtain written permission from the Director of Communications or AAA 1-B staff representative:

Step 1. Send an email request to the Director of Communications (<u>jjarvis@aaa1b.com</u>) using the email subject line "Vendor Logo Request" to request an electronic copy of the logo. The logo will be electronically sent within two business days.

Step 2. Send a color pdf of all print materials with the placement of the AAA 1-B Vendor Partner Logo to the Director of Communications using the email subject line "Vendor Logo Request" If the request is for use, or includes the use of the logo, on a website or other social media such as Facebook, include a link to the website page(s).

Step 4. The Director of Communications or approved agency staff person will review the request and ensure the use of the Vendor Partner Logo is in compliance with the logo standards policy. Requests will be responded to by email within 5 business days.

H. Appendix J



Issue Date: 10/01/13

AFC and HFA Facility Matrix Questionnaire

All AFC and HFA's are required to complete the Facility Matrix in order to:

- Determine the services provided under and customary (Room and Board)
- What services are above Room and Board
- What services may not be available at the AFC/HFA.

In order to complete this questionnaire, survey monkey is utilized. Please follow the steps listed below to complete the survey.

1. Go to Survey Monkey website:

http://www.surveymonkey.com/s/AFCandHFA

2. Enter "aaa1b_matrix" as the password

Completed questionnaires will be printed and retained as part of the contract file.