

Special Terms & Conditions

Home Care Agency Statement of Work

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Special Terms & Conditions

Home Care Agency Statement of Work

The Contractor must be licensed as a Home Care Agency as defined in RCW 70.127 and WAC 246-335. In addition, the in-home services agency license must be in the home care agency category at a minimum. The Contractor shall provide services in compliance with all applicable state and federal statutes and rules, including but not limited to WAC 246-335, WAC 388-71, the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, laws and regulations and all DSHS management bulletins (MB). The Contractor must follow Washington Department of Labor and Industry's regulations on Worker Protections.

I. SERVICE DELIVERY

A. Authorized Services

The Contractor is authorized to provide personal care services, relief care, respite care, housework & errands, bath aide, and/or skills acquisition training services, as authorized and stipulated in the authorization documents provided for each client by the authorizing case manager to include, but not limited to Home and Community Services (HCS) DSHS Social Worker/Case Manager/Case Resource Manager, Developmental Disabilities Community Services DDCS Case Resource Manager, or Area Agency on Aging (AAA) Case Manager. Services will be provided in the client's home unless authorized and written into the client's CARE Assessment Details and Service Summary (care plan) or Medicaid Transformation Project (MTP) care plan. The Contractor may not modify in any way the type and amount of authorized service without prior approval from DSHS or the AAA.

Personal Care Delivered via Remote Caregiving

Client interest in remote caregiving will appear in applicable assessment documents if the client indicates interest. The Contractor will notify the case management staff of client interest identified outside of the assessment process and will be incorporated into applicable assessment documents. If the client is not interested, or if remote caregiving is not applicable, no remote caregiving information will appear in the applicable assessment documents.

Once it is determined that the client is interested in remote caregiving, the Contractor participating in remote caregiving will work with the client to determine if remote caregiving is appropriate and notify the case manager if the Contractor is providing remote caregiving services.

Remote caregiving can be offered to clients as an alternate delivery of personal care for tasks that do not require hands-on assistance. It can be used as a stand-alone mode of delivery if a client doesn't need hands-on personal care or prefers to not receive assistance with caregiving tasks that require hands-on care, or as a hybrid model which includes a combination of remote and in-person care.

Personal care tasks that require hands-on assistance, stand-by, and/or physical set-up cannot be delivered remotely. In circumstances where a client only wants remote caregiving but is found to have tasks that cannot be delivered remotely, or has challenges utilizing equipment which cannot be remedied, the Contractor will notify the case manager.

When providing remote caregiving, the Contractor must document this in their home care agency plan of care. If the Contractor is not using their own home care agency plan of care, this must be added to the DSHS plan of care.

Any workers providing remote caregiving must be a qualified long-term care worker. If the worker is not a qualified long-term care worker an overpayment will be assessed per section IV Billing.

Remote Caregiving Tasks

Tasks that can be performed remotely are those that include oversight, monitoring, encouragement or cueing, and do not require hands-on personal care. For example, encouragement for personal hygiene, cueing for meal preparation, reminders for medications or blood glucose monitoring, or wellness checks.

A form (electronic or paper task sheet) verifying task performance shall be kept for every client utilizing remote caregiving. Task sheets for remote caregiving or in person tasks can be separate or combined.

Technology for Remote Caregiving

The Contractor may choose to provide the client with the technology and training needed to deliver remote caregiving services. If the client has chosen remote caregiving but the Contractor is having difficulty setting the client up with remote technology, the Contractor should collaborate with the case manager to address potential assistive technology needs and/or support.

- At the initial home visit or other in-person visit, the Contractor should assess the client's capacity to utilize remote caregiving technology and assist the client with utilization as needed.
- Remote caregiving must be delivered via video.
- Contractor must ensure equipment and software used for Remote Caregiving meets HIPPA compliance for video communication/telehealth related utilization.
- The Contractor will promote client privacy by developing policy around camera utilization during tasks like bathing, dressing, and toileting. Cameras, on a tablet, portable device, or a separate camera, will not be utilized or set-up in bathrooms or other areas where bathing and toileting type tasks are taking place.
- Should assistive technology services be needed, Contractor should work with the assigned case manager to follow the client's specific program guidelines and determine benefits and eligibility.

Relief Care

Relief care, which is personal care services by a second individual or agency provider as a back-up to your primary paid personal care provider.

Bath Aide

Bath Aide services are limited to assistance with the tasks listed below and when such tasks are directly related to the client's health condition;

- Provide bed bath, shower, or tub bath as appropriate;
- Provide appropriate care of skin, hair, fingernails, mouth and feet (excluding toenail care);
- Provide good body alignment, positioning, and range of motion exercises for clients who are non-ambulatory;
- Assist client in and out of bed and with ambulation (including gait belt, sliding board, Hoyer Lift, E-Z Stand) with family or facility staff assistance as indicated;
- Assist client with use of bedpan, urinal, commode and bathroom;
- Assist with routine catheter care and enemas according to the plan of care
- Assist clients with dressing;
- Change simple dressings.

Bath aide services exclude tasks that clearly should be provided by certified medical professionals, such as Registered Nurses, Licensed Practical Nurses, or therapists. Bath aide services will be provided at a rate negotiated by the AAA and home care agency.

Skills Acquisition Training

Skills Acquisition Training (SAT) services include functional skills training to accomplish, maintain, or enhance Activities of Daily Living (ADL), Instrumental Activities of Daily Living (IADL), or Health Related tasks. SAT is a service under the Community First Choice (CFC) program. Long-Term Care workers and Home Care Aides may provide SAT with the client for ONLY the following tasks:

1. Cooking and meal preparation
2. Shopping
3. Housekeeping tasks
4. Laundry
5. Limited ADL tasks include only:
 - a. Bathing (excludes any transfer activities)
 - b. Dressing
 - c. Application of deodorant
 - d. Washing hands and face
 - e. Washing, combing, styling hair

- f. Application of make-up
- g. Brushing teeth or care of dentures
- h. Menses care
- i. Shaving with an electric razor

Housework & Errands

Housework & Errands services shall be provided by the Contractor to eligible unpaid caregivers who have primary responsibility for the care of a Medicaid Alternative Care (MAC) or Tailored Supports for Older Adults (TSOA) care receiver or eligible individuals enrolled in the TSOA program. Housework & Errands services authorized to be performed by home care agency workers shall be for the purpose of: a) Providing housework for household areas normally cleaned by the caregiver; b) Completing errands for those trips that the caregiver is unable to perform due to caregiving; or c) Providing these services to benefit a TSOA individual.

Specific type of housework tasks and errands to be performed shall be determined by the unpaid caregiver or eligible individuals enrolled in the TSOA program and identified in the care plan. Housework & Errands tasks cannot duplicate what is authorized under personal care or respite care.

Housework authorized may include:

- Cleaning kitchens and bathrooms;
- Sweeping, vacuuming, and mopping floors;
- Dusting furniture;
- Assistance with laundry (washing, drying, ironing and folding clothes);
- Changing bedsheets and making the bed;
- Cleaning ovens;
- Washing interior windows and walls of areas of the home used by the Caregiver and/or client;
- Defrosting freezers.

Errands authorized may include brief, occasional trips to local stores to pick up prescriptions and/or medical/personal care necessities, and other purposeful shopping requests.

Household tasks not included in the Housework & Errands service:

- Personal care tasks (e.g., assistance with bathing, shampooing, or other personal hygiene/grooming needs);
- Yard work;
- Minor home repairs;
- External house cleaning or maintenance;
- Splitting/carrying wood;
- Pet care;
- Any task that requires skills not usual to a homemaker.

Heavy cleaning may be provided as a Housework & Errands service when extraordinary cleaning is required, such as, moving furniture in order to clean, and deep cleaning. Heavy housework will be identified in the care plan and authorized at the rate negotiated by the AAA and Home Care Agency. Home care agencies may opt out of providing specific heavy cleaning tasks if there is a health and safety concern.

Services Authorized Through ProviderOne:

The services authorized will be communicated to the Contractor via the CARE Assessment Details and Service Summary documents or the MTP care plan. The Contractor will receive communication of the authorized units, client responsibility (including participation), and the start and end period of the authorization on the ProviderOne authorization list page for newly authorized clients receiving personal care services under HCS /or DDCS Medicaid State Plan Community First Choice (CFC) or Medicaid Personal Care (MPC), New Freedom Waiver, Chore, Adult Protective Services (APS), Roads to Community Living (RCL), Tailored Supports for Older Adults (TSOA), Medicaid Alternative Care (MAC), Veteran Directed Care (VDC), Long-Term Services and Supports Presumptive Eligibility (LTSS PE), or Skills Acquisition Training (SAT) services under CFC.

Any subsequent changes to authorizations will be communicated via ProviderOne. ProviderOne information will include the following:

1. The name of the client to whom the Contractor is authorized to provide service;
2. The type and maximum number of service units the Contractor is authorized to provide;
3. The rate and the unit type;
4. The time period the Contractor is authorized to provide service; and
5. Other pertinent information on invoicing and taxes.

Services Authorized Outside ProviderOne:

Alternative authorization paperwork will be issued for authorizations not referenced above including Family Caregiver Support Program AAA Respite, Housework & Errands, and Senior Citizens Service Act In-home Care. The Contractor shall take appropriate action to monitor the number of units provided in relation to the number of units authorized for each client and assure through documentation that services are in fact being delivered.

B. Client Assessment Details, Service Summary and Contractor’s Plan of Care

The Medicaid funded client’s CARE assessment serves as the basis for functional eligibility and level of benefit determination. The CARE Assessment Details and Service Summary may be used as the Contractor’s Home Care Agency Plan of Care if it covers all the Department of Health Plan of Care requirements. If all the requirements are not met, an addendum or cover sheet with remaining requirements is acceptable.

The Contractor must sign the CARE Service Summary that is in “Current” status when the provider is added to the plan of care. If there is a change in the Contractor’s task assignment on the plan of care, it must be signed again. The Contractor will determine who the appropriate staff member(s) is to sign the client’s Service Summary. The Contractor must return signed Service Summary signature pages to the AAA Case Manager, HCS Case Manager/Social Worker or DDCS Case Resource Manager within a reasonable time frame, using a method that protects the client’s protected health information (e.g. secure email, fax, mail etc.) or with AAA direction submit directly to Home and Community Services Imaging Unit, Document Management Unit (DMS) after the signed Service Summary has been updated to include the client’s name and ACES ID to the first page upper right corner.

The Contractor may develop its own “Home Care Agency Plan of Care” provided it meets Department of Health requirements (WAC 246-335-440) and includes at least the detail included in the CARE Assessment Details (caregiver instructions), and Service Summary.

The client may choose and direct the caregiver to perform specific tasks within their DSHS plan of care. The client may also request assistance from the worker with an ADL/IADL task (listed in WAC 388-106-0010) not explicitly assigned to the paid caregiver. The worker can perform these tasks upon request per agency policy.

TSOA Individual Assessment

All TSOA individuals receiving personal care services will have a completed TSOA Individual Assessment. The Contractor will determine who the appropriate staff member(s) is to sign a TSOA Individual Assessment and a signed copy must be returned to the AAA Case Manager within a reasonable time frame, using a method that protects the client’s protected health information (e.g. secure email, fax, mail etc.).

TCARE® Respite Assessment

Most Long-Term Care respite clients are assessed using the Tailored Caregiver Assessment and Referral (TCARE®) process. The Contractor will receive a TCARE® Information for Respite Care Service Providers for these clients. The Contractor will determine who will sign the TCARE® Information for Respite Care Service Providers form and will return the signed form to the AAA case manager within a reasonable time frame, using a method that protects the client’s protected health information (e.g. secure email, fax, mail etc.).

A CARE Assessment will be used for Roads to Community Living (RCL) respite services.

Long Term Services and Supports (LTSS) Presumptive Eligibility (PE)

LTSS is a package of services under the 1115 Medicaid Transformation Project (MTP) waiver, allowing the state to waive certain Medicaid requirements and provides individuals an opportunity for expedited access to specific home and community-based services in their own home and Medicaid medical coverage, for a limited time, while full functional and financial eligibility are being determined. A signed copy of the LTSS PE care plan must be returned as noted above.

C. Staff and Service Implementation

The Contractor shall employ a staff sufficient in size to ensure that authorized clients receive services in a timely manner. All staff shall have agency identification while working with clients.

As outlined in their CARE Assessment Details, clients may also qualify for services to be delivered:

1. For periods as short as:
 - a. one (1) hour for in-person caregiving,
 - b. 15 minutes for remote caregiving,
2. In the evening;
3. During the weekend; or
4. On holidays.

The Contractor is expected to develop the knowledge and capacity necessary to address the personal care needs of such individuals and to match the needs of clients to the skills of assigned home care agency worker. The Contractor shall consider the client's input when assigning a home care agency worker. Services are to be provided appropriately to the cultural context of the client and in a manner consistent with protecting and promoting the client's dignity, health and welfare. The Contractor shall work to minimize changes in the home care agency workers assigned to a specific client to maximize continuity of care.

Worker

Before beginning work for every client, the Contractor will review the client's plan of care with every assigned home care agency worker. The Contractor will attempt to provide in-person review of the plan of care with each home care agency worker and document the reason when an in-person review was not possible. Each home care agency worker will acknowledge with a signature or electronic attestation and date that they have reviewed the client's plan of care, except an agency supervisor can sign and date for a substitute worker. Annual updates and all other changes to the plan of care will also be reviewed with the home care agency workers as soon as possible by telephone, electronically or in-person but at least within one (1) week of the beginning of any change in services impacting health and safety of client. The home care agency worker must sign or electronically attest to an acknowledgement of orientation to plan of care within one calendar month of Contractor receiving the plan. The plan of care may be reviewed with both the client and the assigned home care agency workers at the initial home visit and subsequent supervisory home visits.

When specified in the client's plan of care, the Contractor's home care agency worker will accompany a client to medical appointments using public transportation, or insured private vehicle, provided the home care agency worker has a valid driver's license. Mileage reimbursement is built into the Home Care Agency Vendor Rate. This service shall not replace nor be a substitute for the Medicaid Transportation Broker available to the client through the use of the client's Medical Identification Card. This service is in addition to the

Medicaid Transportation Broker. The Medicaid Transportation Broker should be accessed first. The Contractor's home care agency worker will accompany a client for essential shopping or to support the client in their immediate community when personal care is needed to access the community integration when specifically listed in the client's care plan using 1) public transportation or 2) insured private vehicle, as outlined in the client's plan of care, provided the home care agency worker has a valid driver's license. Home care agencies may choose to create policy around transportation related to community integration.

The Contractor will have policies and procedures ensuring proper handling of client funds when shopping is provided by the home care worker.

Substitute Home Care Agency Workers

The Contractor shall provide a substitute home care agency worker in the event that the regularly scheduled home care agency worker fails to arrive at the client's home. The substitute shall arrive at the client's home within twenty-four (24) hours after the original home care agency worker was scheduled, unless otherwise agreed to by the client.

If lack of immediate care would pose a serious threat to the health and welfare of the client, the substitute home care agency worker shall be available for service within four (4) hours. Client case records must reflect service attempts, client contacts regarding absence of regularly scheduled home care agency worker, and notations when substitute home care agency workers serve the client.

If the required shift start time makes it impractical to conduct an in-person review of the plan of care with the substitute home care agency worker, a telephone review between the substitute worker and an agency's supervisor may be completed. The telephone review of the care plan must be documented in the client case record.

If the Contractor is not able to provide a substitute home care agency worker for a client, the agency will immediately notify the Case Manager/Social Worker.

Non-emergency Referrals

For non-emergency situations, services shall begin, unless the client situation prohibits, within seven (7) calendar days of receipt of the ProviderOne authorization. If services do not begin within seven (7) calendar days of receipt of the authorization, the agency must document the reason why and ensure coordination with the authorizing Case Manager/Social Worker so the client may be given the option of selecting another provider agency, or with the approval of the Case Manager/Social Worker, establish an alternative start date. Prior to beginning services in non-emergency situations, the Contractor shall conduct an initial home visit with the client to determine in-home care service implementation based on the CARE Assessment or MTP care plan unless otherwise arranged with client and the client's Case Manager/Social Worker.

Urgent Referrals

For situations when the care needs are critical to the client's health and/or safety, the Contractor is required to begin services within twenty-four (24) hours of acceptance of referral. Upon receipt of the CARE Assessment or MTP care plan, the Contractor may

provide services to address urgent needs prior to the home care agency's initial home visit. Within three (3) business days of receipt of authorization, unless otherwise arranged with client and Case Manager/Social Worker, the Contractor shall conduct an initial home visit with the client and client's family and/or representatives to determine in-home care service implementation based on the CARE Assessment or MTP care plan.

D. Minor Changes in the Service Plan

The Contractor may not implement any change in the CARE Assessment Details and Service Summary or MTP care plan unless authorized by DSHS or the AAA. However, the worker can provide an ADL or IADL listed in WAC 388-106-0010 upon the client's request. Minor changes in the service schedule can be made as agreed to between the Contractor and the client as long as the change meets the needs described in the service plan.

The Case Manager/Social Worker shall be advised when there are changes in scheduling that impact the Contractor's ability to meet a client's needs. The Contractor shall contact the client's Case Manager/Social Worker if information becomes available which indicates a need for a change in the type or amount of service authorized and when there is a change in the client's condition, needs or living situation.

E. Inability to Deliver Service

The Contractor shall develop a method of assuring that its home care agency workers report to the Contractor whenever the scheduled service episode is not accomplished due to the client not participating. This includes but is not limited to hospitalizations, vacations, not answering the door, turning the home care agency worker away, etc. The Contractor will inform the Case Manager/Social Worker when the client's absence may result in a change in client condition or adversely impacts the ability of the home care agency to deliver services as outlined in the CARE Assessment Details or MTP care plan.

The Contractor must notify the Case Manager/Social Worker when a client consistently declines assistance with assigned tasks and/or consistently declines the number of units authorized to meet the client's needs.

F. Semi-annual Supervisor In-home Visits

The supervisor from the Contractor providing services to DSHS/AAA clients is required to meet with the client in their place of residence at least once every six (6) months following the initial home visit. The purpose of the visits is to assure the plan of care is reviewed, accurate and meeting the client's needs. The Contractor must contact the Case Manager/Social Worker if any changes are needed to the plan of care or if assigned task(s) and/or units are no longer being provided or needed.

G. Client Case Record Documentation

The Contractor shall comply with WAC 246-335, the Health Insurance Portability Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and other regulations regarding privacy and safeguarding of client health information. At a minimum, the Contractor shall maintain the following documentation:

1. DSHS/AAA, CARE Assessment Details and Service Summary or MTP care plan with access to client authorizations upon request;
2. Contractor Home Care Agency Plan of Care with schedule*;
3. Release of Information, when there is evidence of information sharing outside of covered entity;
4. Client Consent to Services*;
5. Verification that a written bill of rights was given*;
6. Verification of client receipt of grievance policy and procedure*;
7. Client responsibility if applicable*;
8. Progress notes related to delivery of services to the client. Progress notes, all client records, and related records authored by the Contractor are to be kept in a legally acceptable manner. For paper progress notes this includes correction to the record with a single line through the error, noting the error, the date of correction and the signature or initials of the person correcting the record. Using white out to obscure original comments and use of pencil are not considered legally acceptable documentation. If electronic progress notes are kept, there must be a tamper-resistant means of recording when the note was entered (such as automatic date-stamping) and identifying the person making the note (such as individual user ID's and hardened passwords); notes may not be deleted or edited; corrections must note date and person making the correction: and
9. Evidence of initial and six (6) month home visits.

* These items may be individual or combined documents.

H. Verification of Time Using Electronic Visit Verification (EVV)

EVV is defined as “a system under which visits conducted as part of personal care services are electronically verified” where the following elements are required in claim submissions for Personal Care Services and Respite Care Services provided to an eligible client:

- Type of service performed;
- Individual receiving the service;
- Date of the service;
- Location when service begins and the location when service ends;
- Individual providing the service; and
- Time service begin and the time services end.

Home care agencies providing personal care authorized through ProviderOne are required to meet all EVV requirements and policies set by DSHS, including those

communicated through management bulletins. For this statement of work, EVV requirements and policies are detailed in a management bulletin.

The Home Care agency must maintain all records related to EVV, alternative verification, or manual entry and provide these records to the appropriate department or designee staff for review when requested.

Remote Caregiving

EVV requirements will apply to any remote care claims submitted by home care agency providers, the same as any other claims for personal care services and respite care services provided by an agency employee.

Home Care Agencies may utilize their physical office locations for EVV purposes. If the worker is not in the office, they may use the location they are working from for EVV purposes.

I. Task Sheets

A form (electronic or paper task sheet) verifying task performance shall be kept for every client under the Medicaid funded programs (except MTD) served by the Contractor and must clearly indicate what tasks were completed/performed. The task performance verification form may cover a period not to exceed one (1) month. The Contractor shall obtain client confirmation (usually initials, if paper) on the task performance verification form at the end of each home visit for the tasks completed. The client shall sign or authenticate the task performance verification form at the end of the period covered. For purposes of this section authenticate means a unique identifier verifying accuracy of information.

An alternate method of client confirmation shall be utilized when a client is unable to sign task performance verification forms. The inability to sign task performance verification forms and the alternate method of confirmation shall be documented in the client's file.

J. Service Area & Referrals

The Contractor shall serve clients throughout the service area as defined in the contract as well as to provide service to clients requiring evening, weekend and/or holiday service. The Contractor shall establish and implement written policies regarding response to referrals and access to services. The evidence of effort will include written documentation of recruitment activities throughout the defined service area.

The Contractor shall have a staffed office in the local AAA service area. Each local office in the service area will be staffed with supervisory/administrative staff who has demonstrated experience in the care of people with medical complexity and/or functional disability. The office will have a telephone number with local area code and/or toll-free number to ensure client and worker access.

The Contractor agrees to accept all referrals within the defined service area. If current staffing does not allow for commencement of service within the timeframes outlined in section C. Service implementation: staff/service implementation, the Contractor must notify the referring Case Manager/Social Worker when service could begin. Alternate or

temporary service arrangements shall be made in consultation with the Case Manager/Social Worker.

K. Incidents/Accidents during Service Delivery

The Contractor shall develop a written plan of specific procedures to be followed in the event a client becomes ill, is injured, or dies while being served by the Home Care agency worker. The written plan shall include reporting and documentation of:

1. Details of actions taken;
2. Identification of potential training needs;
3. Outcomes/evaluation; and
4. Notification to the client's Case Manager/Social Worker within one (1) workday of an incident that might result in changes to the CARE Assessment Details and Service Summary, MTP care plan or the amount of services authorized.

Examples of client incidents that might result in changes to the CARE Assessment and Service Summary, MTP care plan or the amount of services authorized include but are not limited to:

1. Reports made to Adult Protective Services, Child Protective Services, and or law enforcement;
2. Illness resulting in consultation with emergency medical personnel;
3. Injury (to self or others) resulting in the need for medical assistance;
4. Falls resulting in the need for medical assistance;
5. Unusual, unanticipated changes in behavior;
6. Threats to others;
7. Threats to self (suicidal behavior and/or thoughts);
8. Accidents during transportation;
9. Ongoing misuse of medications;
10. Suspected criminal activity; and
11. Death.

L. Disaster Response

The Contractor shall have a written plan for serving currently authorized clients during periods when normal services may be disrupted and how business operations will continue. This may include natural or manmade disasters/emergencies (significant power outages, earthquakes, floods, snowstorms, pandemic illness, etc.)

The plan needs to pay particular attention to those clients who are at most risk and include:

1. Criteria used to identify those clients who are at most risk;
2. Procedures to contact high risk clients and referral to first responders as needed;
3. Emergency communication methods and procedures; and
4. Communication procedures with DSHS/AAA to report operational status.

The Contractor shall participate in coordination of Disaster/Emergency Response Plans with the AAA.

In the event of a natural or man-made disaster, the Contractor shall make reasonable efforts to contact all clients beginning with those who have been determined to be most at risk. The Contractor shall coordinate service delivery with emergency personnel and other agencies providing in-home care services to best meet the immediate and emergent needs of clients. Through the duration of the disaster the Contractor shall continue to contact clients at least weekly who have declined services to offer services and identify significant changes in condition.

M. Identification Cards to Enter a Client's Home

The Contractor shall provide to its home care agency workers identification that indicates they are employees of the Contractor. The identification must include the agency name and at least the home care agency worker's first name. The home care agency worker must also have some form of picture identification to show the client. The Contractor must have a system for collecting identification materials.

N. Mandated Reporting

All employees of the Contractor are mandatory reporters of abuse and neglect of vulnerable adults and children as required under RCW 74.34.035, RCW 74.34.020, and RCW 26.44.030. The employee and the Contractor must immediately report all suspected incidents to the appropriate protective services and shall not impede or interfere with any DSHS or law enforcement investigation. When there is reason to suspect that the death of a vulnerable adult was caused by abuse, neglect, or abandonment by another person, mandated reporters shall, pursuant to RCW 68.50.020, report the death to the medical examiner or coroner having jurisdiction, as well as the department and local law enforcement, in the most expeditious manner possible. Contractor employees shall not be discouraged from reporting suspected incidents by any other Contractor employee. Suspected incidents that must be reported are defined in RCW 26.44.020 and 74.34.020 and include:

1. Physical abuse;
2. Sexual abuse;
3. Mental/emotional abuse;

4. Neglect by others;
5. Self-neglect;
6. Exploitation including financial, sexual; and
7. Abandonment.

The Contractor shall document all Adult Protective Services (APS)/Child Protective Services (CPS) referrals and notify the authorizing agency within one (1) business day that a report has been made.

O. Discharge or Transition of Clients

The Contractor shall have a written policy regarding the discharge of clients and coordination of care related to any discharge or termination of service. The Case Manager/Social Worker shall be notified by the Contractor when a client is being considered for discharge/termination. The Client and Case Manager/Social Worker shall be given at least a two (2) week written notice prior to discharge unless client and/or home care agency worker safety is the reason for the discharge. The Contractor shall cooperate in any transition of a client to or from the Contractor to assure continuity of care.

P. In-home Nurse Delegation

The Contractor shall have a written policy regarding in-home provision of delegated nursing tasks which is an optional service that may be provided. If the Contractor chooses to provide delegated nursing tasks it will ensure that home care agency workers receive state mandated nurse delegation training before nurse delegation can be implemented. The Contractor not offering delegated in-home nursing tasks must have policies in place that describe how they respond to referrals that include in-home nurse delegation and how to coordinate care of current clients receiving in-home nurse delegation from another qualified provider.

II. PERSONNEL

A. Criminal Background Checks

The Contractor shall require a fingerprint-based background check through the DSHS Background Check Central Unit (BCCU) for each new home care agency worker hired on or after January 8, 2012, who will have unsupervised contact with persons with developmental disabilities or vulnerable adults as defined in RCW 43.43.832(1). This background check includes a Washington State Name and Date of Birth check and an FBI fingerprint-based check.

For information on the BCCU background check system and process visit www.dshs.wa.gov/bcs

The Contractor shall use a DDCS DDA and/or HCS BCCU account number. If providing services to both DDCS and HCS clients, a BCCU account number from DDCS and HCS is required. MB H14-050 provides directions on when to use each account.

Contractors are only permitted to use their DDCS or HCS BCCU account numbers for employees that may be performing work under this contract.

Washington State Name and Date of Birth checks are required every two (2) years minus one (1) day from the date listed on the BCCU Results letter check. If the lived out of state since the last background check was completed and/or anytime the department or Contractor requests, an FBI fingerprint-based background check must be completed as required in WAC 388-71-0511.

Background checks may be completed using the printed DSHS Background Authorization form (09-653). The signed and dated authorization form will be placed in the worker's file. Contractor will provide to the applicant the Fingerprint-based Background Check Notice Form 27-089. The applicant must also sign and date this form. A copy is given to the applicant, and a copy is retained in the worker's file.

Effective July 25th, 2014, a new WAC, chapter 388-113, established a uniform standard of background check rules for HCS and DDCS. Amendments have also been made to WAC 388-71-0500, 0510, 0513, 0540, 0546, and 0551. See [MB H14-050](#) Consolidation of Background Check Rules across HCS and DDCS for further details.

Background Check Review Process is listed below:

- The signed and dated Background Authorization form can be completed online, or the agency can input online for the worker after receiving the signed and dated background check authorization form from the worker.
- The signed and dated fingerprints check form will be placed in the worker's file with a copy given to the worker.
- BCCU will provide a Background Check Results letter that is now called Notification of Background Check Results and will provide results of the Washington State Name and Date of Birth check to the Contractor, including the identifying Originating Case Agency (OCA) (Inquiry ID) number that is required for the FBI fingerprint-based portion of the background check.
- If the home care agency worker is not disqualified based on the name and date of birth portion of the background check, the Contractor completes the FBI fingerprint-based check by using the OCA number and the Fingerprint Appointment form to schedule a fingerprinting appointment with the currently contracted DSHS fingerprint vendor, the electronic fingerprinting company that is contracted with DSHS to complete electronic fingerprinting.
- DSHS will be billed for all fingerprinting completed through the currently contracted DSHS fingerprint vendor. If the Contractor decides to use a different DSHS approved fingerprinting vendor, such as law enforcement, the Contractor will be responsible for the cost.
- BCCU will receive the fingerprints, submit them to the Washington State Patrol (WSP) and FBI, and send the Notification of Background Check Results to the Contractor.
- Background check results are clearly listed as one of the following:
 - No Record
 - Review Required
 - Disqualify
 - Additional Information Needed

Notification of Background Check Results Summary		
New Letter Language	Intent of the Letter	Action Needed
NO RECORD	The applicant has No-Record.	Applicant can be contracted/authorized payment; or hired by the Home Care Agency (HCA).
REVIEW REQUIRED	The applicant has a record, but the information reported is NOT automatically disqualifying.	Complete Character, Competence & Suitability Review per WAC 388-113-0050 and WAC 388-113-0060.
DISQUALIFY	The applicant has an automatically disqualifying conviction, pending charge, or negative action and they cannot have unsupervised access to DSHS clients.	<p>The applicant cannot be contracted/authorized payment; or hired by the HCA.</p> <p>If the applicant doesn't agree with the results of the background check, instructions for correcting background check records can be obtained on the BCCU website or by calling BCCU at 360-902-0299.</p>
ADDITIONAL INFORMATION NEEDED	More information is required for BCCU to make a decision.	<p><u>Result of Name/DOB check:</u> Applicant cannot be contracted/authorized payment; or hired by the HCA until the applicant provides more info to BCCU.</p> <p><u>Result of fingerprint check:</u> Applicant can work through a provisional hire but must submit the needed information to BCCU and resolution must be reached by the 120th day.</p> <p><u>Result of renewal:</u> Applicant must submit the needed information to BCCU and resolution must be reached within 30 days. Renewal/Recheck</p>

		timeframes must still be met.
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- More details about the background check results letters can be found in MB H15-070. A list of disqualifying convictions and negative actions can be found here: <http://dshs.wa.gov/bccu/bccucrimeslist.shtml> and or listed in WAC 388-113-005 through 388-113-0040. The WSP may reject a home care agency worker's fingerprints for many reasons, and the worker must immediately schedule another appointment for fingerprinting. The WSP may request repeated fingerprints until they determine that they have received the best prints possible.
- The WSP then sends the fingerprints to the FBI. The FBI may reject prints twice before they determine that they will complete a federal name and date of birth check. ***BCCU will inform you when they receive the final decision by the WSP/FBI.***

The Contractor shall utilize a secure fax number. A secure fax number is not in a hallway, reception area or other public area. It is also checked routinely throughout the day with limited access to staff. Detailed instructions for how the Contractor completes formal background check requirements can be found on the HCLA background check web page.

Home care agency workers must complete and pass the Washington State name and date of birth background check through the BCCU prior to working with clients under this contract.

Home care agency workers can continue to be provisionally employed for a total of 120 days if they also pass the Washington State name and date of birth check, pending completion of the FBI fingerprint-based background check. These are the conditions Contractors must meet to provisionally employ a home care agency worker:

1. Complete a Background Authorization form in the Background Check System.
2. Fingerprint check appointment has been scheduled

The Contractor must consider character, competence and suitability of all home care agency workers and staff who will have unsupervised access to clients as required in RCW 43.20A.710(6) and WAC 388-113-0050 and WAC 388-113-0060. Character, competence, and suitability reviews for agency workers with non-disqualifying convictions and negative actions must be conducted after receipt of each criminal history background check and documented in the home care agency worker file.

The Contractor shall not be paid for any services provided by a home care agency worker who has been:

1. Working in unsupervised capacities with HCS, AAA and or DDCS clients and have disqualifying convictions or negative actions found in WAC 388-113-0020 and corresponding statute;

2. Has a substantiated finding of abuse, neglect, or exploitation by either APS or CPS;
3. The subject in a protective proceeding under RCW 74.34.

Disqualifying crimes are outlined in RCWs 43.43.830 and 43.43.842. Abuse, neglect and exploitation are defined in RCWs 26.44.020 and 74.34.020.

The Contractor shall complete additional disclosure statements or background inquiries for an individual having direct contact with persons with developmental disabilities or vulnerable adults if the Contractor has reasonable cause to believe the home care worker had disqualifying offenses occur since completion of the initial criminal background inquiry. At minimum, the Contractor must obtain a completed disclosure statement and a completed background check through the DSHS BCCU every two (2) years. The Contractor may require a home care worker to have a Washington State name and date of birth background check or Washington State and national fingerprint-based background check, or both at any time. The Contractor will develop a policy outlining the basis for determining when background checks will be done more frequently than every two (2) years.

The Contractor must share background check results and criminal history information per WAC 388-113-0105. The Contractor is permitted to share per WAC 388-113-0107.

B. Training and Certification of Home Care Agency Workers

The Contractor shall ensure all home care agency workers who provide care to state funded clients are qualified to provide care, which requires assurance that workers meet all required long-term care worker orientation, training, or certification requirements within specified timeframes. The Contractor shall not employ or continue to employ a home care agency worker who does not meet those requirements and will not be reimbursed for services provided by unqualified staff. For long-term care worker rehire rules see DOH WAC 246-335, Home and Community Services WAC 388-71 and management bulletins.

Prior to the Contractor hiring a worker, the documents to be reviewed are listed in WAC 388-71-0971.

1. Certification

Home care agency workers are considered long-term care workers and must meet the Home Care Aide or other qualifying credentialing requirements, (unless they meet the exemptions) RCW 18.88b, WAC 246-980 and WAC 388-71.

Contractor non-exempt home care agency workers are to be paid for time spent attending all required trainings. Exempt home care agency workers are paid for time spent attending required continuing education. Reimbursement for training will be based on an allocation of training costs across all the Contractor's applicable funding sources.

2. Training/Certification Exemptions

Exemptions from obtaining a Home Care Aide certification can be found in WAC 246-980-025. Exemptions from the seventy (70) hour, thirty (30) hour or twelve (12) hour

basic training requirement can be found in WAC 388-71-0839. Exemptions from the continuing education (CE) requirements can be found in WAC 388-71-1001. Effective July 28, 2013, Registered Nurses, Advanced Registered Nurse Practitioners, and Licensed Practical Nurses are exempt from the CE requirement.

It is the responsibility of Contractor to verify and document that workers hired after January 7, 2012, meet the training and certification exemption criteria prior to employment with the Contractor.

3. Training

The Contractor shall ensure the following trainings for their non-exempt home care agency workers shall be obtained through SEIU Healthcare NW Training Partnership or an HCLA contracted Community Instructor as found on [Find a class or \(https://fortress.wa.gov/dshs/adsaapps/Professional/training/training.aspx\)](https://fortress.wa.gov/dshs/adsaapps/Professional/training/training.aspx) or <https://bit.ly/DSHSclassfinder>

- a) Orientation/Safety Training;
- b) Basic Training (core competencies and population-specific competencies);
- c) Continuing Education;
- d) Nurse Delegation Training, when applicable; and/or
- e) Nurse Delegation: Special Focus on Diabetes, when applicable.

The Contractor may train their own home care agency workers if they contract with HCLA as a Community Instructor.

The Contractor shall provide on-going training on agency policy and procedures.

The specific training components include:

Orientation/Safety Training is to provide basic introductory and workplace safety information appropriate to the in-home setting and population served. Contractor home care agency workers must complete a minimum of two (2) hours of Orientation and three (3) hours of Safety Training before providing services to any client.

Basic Training provides seventy (70) hours of in-depth material on core competencies related to providing care to clients and information regarding the special needs of the population receiving long-term care services. Contractor home care agency workers must complete department-approved Basic Training within 120 days of the date of hire.

Continuing Education (CE) provides material on a variety of topics to keep the long-term care worker's knowledge and skills specifically related to the population served and their own career development. Twelve (12) hours of CE must be completed each year on or before their birthday during the period between certification renewals. For Home Care Aides and newly credentialed Nursing Assistant Certified, if the first renewal period is less than a full year from the date of certification, no CE will be due for the first renewal period, but CE will then be due before the second renewal period on or before

the long-term care (LTC) worker's birthday. Effective July 28, 2013, Registered Nurses (RN), Advanced Registered Nurse Practitioners (ARNP) and Licensed Practical Nurses (LPN) are exempt from the CE requirement. LTC workers exempt from Basic Training by employment history must take 12 hours of CE each year on or before their birthday.

The Contractor is responsible for confirming/documenting CE compliance for newly hired or rehired LTC workers for the compliance year in which the agency hired or rehired the worker and for subsequent years of employment with the home care agency.

CE compliance for the calendar years before the LTC worker was hired by the home care agency do not need to be confirmed or documented by the agency. Additionally, the gap years do not need to be confirmed or documented by the agency between an original separation and rehire.

For verification/documentation of CE compliance for newly hired or rehired LTC workers see WAC 388-71 and management bulletins.

Nurse Delegation Training is required before a certified Home Care Aide, Nursing Assistant Certified or a Registered Nursing Assistant (if exempt from Home Care Aide credential due to employment history) can perform a delegated task. Before performing a delegated task, the home care agency worker must complete:

1. The "Nurse Delegation for Nursing Assistants" 9-hour class; and
2. Registration or certification as a Nursing Assistant or certified as a Home Care Aide and renew annually. Registered Nursing Assistants, who meet the Home Care Aide employment exemption, must also complete Core Basic Training Competencies.

Nurse Delegation: Special Focus on Diabetes is required for Contractor home care agency workers before performing the delegated task of insulin injections. In addition to completing the requirements of Nurse Delegation training, the Contractor home care agency worker must complete this additional three (3) hour course.

C. Compensable Time for Home Care Agency Workers

The Contractor is required to provide compensation to its employees consistent with the Fair Labor Standards Act (FLSA) and RCW 49.46. Compensable time for home care agency workers is factored into the hourly Home Care Agency Vendor Rate for client services.

D. Home Care Agency Worker Health Benefits

A portion of the rates paid for services under this contract is for provision of health benefits for home care agency workers providing care to state funded clients either through the Washington Health Benefit Exchange, accessing the SEIU Health Benefits Trust, a private market plan or an approved Healthcare Reimbursement Account (HRA). The scope of the benefit and eligibility will be determined by the Contractor.

E. Personal Automobile Insurance Coverage or Waiver

The Contractor shall ensure there is liability insurance covering all vehicles operated by employees while providing transportation to clients or who provide transportation related to their employment. If a home care agency worker does not drive or will never transport a client during a work assignment, the Contractor must have the home care agency worker sign a document stating that clients will not be transported.

F. Home Care Agency Worker Records

The Contractor shall maintain the following documentation for each home care agency worker:

1. Employment application including experience and previous work history;
2. Employment Eligibility Verification Form (I-9);
3. Evidence of criminal background check compliance;
4. Evidence of completion of legally required training and certification including orientation;
5. Evidence of a valid driver's license for the correct state, if the worker transports clients.
6. Evidence of annual on-site observation of performance;
7. Signed and dated Mandated Reporter Acknowledgement;
8. Signed and dated Confidentiality Oath;
9. Evidence of review of Contractor Emergency Preparedness Plan; and
10. Signed and dated attestation form if not providing home care services to a family member.

G. Supervision

The Contractor shall employ supervisors for the program who have experience or on-the-job training in the provision of services to individuals that are aged and/or have a disability and have demonstrated ability to supervise staff. Supervisors shall provide ongoing support and oversight to home care agency workers and shall also provide consultation in areas relative to duties performed by home care agency workers. The Contractor must maintain an adequate number of supervisors to ensure and maintain quality services.

The Contractor shall conduct performance evaluations with all home care agency workers within six (6) months of hire and annually thereafter. Evaluation of the home care agency worker's skills in the client's home shall be included in the performance evaluation.

The Contractor supervisors shall ensure and document the home care agency worker receives the following:

1. Orientation to the client's Home Care Agency Plan of Care (CARE/TCARE®/Agency) before services begin;
2. Performance evaluation including an on-site evaluation within six (6) months of hire and within every twelve (12) months thereafter; and
3. On-going training related to service delivery.

The Contractor shall develop a method for home care agency workers to have access to a supervisor during all times of service delivery. This includes weekends, holidays, and after-office hours.

H. Supervisory Training

The Contractor shall ensure all supervisors complete ten (10) hours of training annually. Training shall include a combination of topics related to supervisory duties and topics related to the delivery of home care services. In-services, staff meetings, and community venues including classes, conferences and seminars may be used for supervisory training. Training may also include supervisory responsibilities in the event of a natural and/or man-made disaster. Supervisors who provide personal care to agency clients and bill for personal care units must complete the same required training as direct care employees.

New supervisors shall receive ongoing support and training which will apply to the annual supervisory training requirement. The Contractor shall develop and implement a training plan for all newly hired supervisors to include those supervisors lacking supervisory experience or experience working with vulnerable adults. Basic Training may be a part of the training plan.

Written documentation of supervisory training will be kept in the supervisor's personnel file.

I. Employee Risk Based Screening

Employee risk-based screening is required per MB 23-084 as amended or superseded.

J. Personal Protective Equipment

The Contractor shall provide staff with personal protective equipment per WAC 246-335.

III. BUSINESS OPERATIONS

A. Reporting Requirements

The Contractor will complete reports and data collection as required by DSHS and the contracting AAA. Documentation may be maintained in a paper format or an approved electronic record retention system which meets DSHS Data Share Agreement criteria. Reports include but are not limited to:

1. Annual client satisfaction survey of active clients to determine satisfaction with all aspects of in-home service, including but not limited to quality of work performed, responsiveness of supervisors, reliability of schedule, etc.;

2. Annual independent financial statement audit or review is required and will encompass the financial operations of the Contractor and shall be submitted within the earlier of 30 days after completion or nine (9) months after the end of the entity's financial reporting period;
 - a. Agency Worker Health Insurance report (AWHI): The Contractor is required to obtain a report stating whether the full amount paid to the Contractor for AWHI described in Section IV-E has been paid out for agency worker health benefits as described in Section II-D, unless the Contractor has a Notice of Good Standing from SEIU Healthcare NW Health Benefits (Trust). This report can be done as a separate agreed-upon procedures engagement by the Contractor's auditors, or it can be included in the annual independent financial statement audit or review engagement. Up to one third (1/3) of the cost of the entire annual independent audit, review, and agreed-upon procedures engagement, conducted specifically on the home care agency, may be considered part of the payments for AWHI.
3. EVV of employee client service delivery units; including access to manual adjustments and documentation thereof when necessary; and
4. Additional data, reports and/or statistics as required for auditing, evaluation, and legislative purposes.

B. Prior Notification of Changes

The Contractor shall promptly notify the AAA of any proposed changes in how services are delivered under this contract including: closure or opening of offices in the service area, changes in ownership, or factors that may affect service delivery or quality. Proposed changes shall be submitted in writing and no change shall be implemented until approval from the AAA is obtained.

C. Change in Ownership

The Contractor shall immediately notify the AAA when the Contractor enters into negotiations regarding any proposed change in ownership. Change in ownership includes any of the following:

1. Transferring ownership, either whole or part, to a new owner;
2. Adding a new owner;
3. Dissolving a partnership or corporation;
4. Merging with another entity taking on that entity's identity; or
5. Consolidating with another entity, creating a new identity.

To be eligible to contract to provide home care agency services to existing and new clients, all potential new owners must meet the qualifications for home care agency

service providers defined by HCLS on the [Information for Potential Medicaid Contractors](#) site.

During the change in ownership, services to clients will be maintained with every effort made to avoid disruptions. Clients will be informed in writing of the change in ownership following submission of the application for change in ownership with the Department of Health and be given information on their freedom of choice of provider. Clients will not be prohibited or penalized in any way for choosing to find another provider.

The AAA will have 90 days in which to review the business operations following any change in ownership. At the end of the 90-day period, the AAA may exercise one or more of the following options:

- a) Continuing the existing contract.
- b) Conducting a comprehensive monitoring of the new agency and placing the agency under a corrective action plan (contingent on the outcome of the monitoring).
- c) Terminating the contract.

D. Accessibility

The Contractor shall make sure any change in office location or opening of a new office is accessible to all persons per the Americans with Disabilities Act (ADA) regulations. If existing office space is not accessible to all persons per ADA regulations, the Contractor will have a written policy on how to meet with clients, staff and other persons who are unable to access the office. The policy will include procedures to ensure comfort, privacy and ease of access.

E. Subcontracting

Subcontracting is any separate agreement or contract between the Contractor and an individual or entity to perform all or a portion of the duties and obligations that the Contractor is to perform under this contract. With the exception of subcontracting with Registered Nurses for the provision of nurse delegation, Contractors operating under this contract shall not subcontract with other individuals or entities as a means for delivering non-medical home care services to state funded clients.

F. Bribes, Kickbacks and Rebates (self-referrals)

The Contractor is prohibited from offering or paying any remuneration to induce a person or organization to refer an individual for the furnishing of any service for which a payment is made for medical assistance as outlined in RCW 74.09.240. Prohibited activities include but are not limited to 1.) offers of, or payment of bonuses for the referral of state funded clients or 2.) recruitment of clients by promising employment to their existing caregivers and/or family members.

Federal law requires that Medicaid clients have free choice among qualified providers. The personal care services Contractor may not require or demand that clients enter into any exclusive relationship for other services in order to qualify for personal care services.

G. Conflict of Interest

The Contractor shall establish guidelines, procedures, and safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain, over and above their regular salary, for themselves or others in serving DSHS or AAA clients. Contractor employees shall not solicit work outside of the CARE Assessment Details and Service Summary, TCARE® Information for Respite Care Service Providers form, or MTP Care Plan from clients and shall refer any additional work clients attempt to solicit from them to the home care agency supervisor. To protect and safeguard clients, written policies shall be developed that prohibit employees from involvement or assistance in a client's financial matters, including a policy prohibiting the acceptance of gifts, gratuities, or loans from clients. Violations of the Contractor conflict of interest policies shall be grounds for disciplinary action.

H. Employee-Client Relationship

The Contractor shall receive no compensation under this contract for services provided to a client of the Contractor if the Contractor employee who provided the care is a family member of the client. The Contractor shall establish guidelines, procedures, and safeguards to ensure that it does not receive compensation under this contract for services provided to a client by an employee who is a family member of the client. The Contractor shall require all employees to sign and date an attestation form in which they disclose whether they are providing, or will provide, services to a Contractor client who is a family member of the employee.

If the client is an enrolled member of a federally recognized Indian tribe, there is an exemption to employee-client relationship, see MB H17-091 Home Care Agency Family Member Policy and Tribal Member Exception as amended or superseded.

As used in this contract, "family member" is broadly defined to include, but is not limited to, a parent, child, sibling, aunt, uncle, cousin, grandparent, grandchild, grandniece, or grandnephew, including such relatives when related through adoption or marriage or registered domestic partnership.

I. Compliance

In the event that the AAA notifies the Contractor of contract noncompliance, the Contractor must take corrective action as directed to remedy contract non-compliance. The Contractor shall provide to the AAA a corrective action plan, which shall include the date when the plan will be completed and the date when the home care agency projects it will be in full compliance with the requirements of this contract.

Sanctions may be imposed for non-compliance at the discretion of the AAA. Sanctions may include one or more of the following actions:

1. Limiting referrals of new clients.
2. Suspending all referrals of new clients.

3. Terminating the service provider's authorizations to provide services to existing clients.
4. Terminating the contract.

If the AAA determines that the Contractor is out of compliance with the terms of this contract, the AAA may instruct all case management agencies who are authorizing the services provided under this contract to suspend new client referrals to the Contractor until further notice. A notice of any such suspension will be mailed to the Contractor by the AAA Director or Director designee. This suspension will continue until the AAA determines that appropriate corrective action has been taken, or until the contract is terminated. At the end of a suspension, the AAA will inform the authorizing case management entities to resume referrals if the AAA deems that the home care agency has come back into compliance. If the agency is still non-compliant as determined by the AAA, further action below may occur at the discretion of the AAA:

1. Suspension of the Contractor's authorizations to provide services to existing clients; and/or
2. Termination of the contract.

If the AAA determines the Contractor has been paid for services provided to a client by an employee who is the client's family member, the AAA shall recoup payment made to the Contractor for all units provided by that employee to that client. If the AAA is unable to recoup payment by an agreed upon time, the AAA shall take the following actions for contractual non-compliance:

1. Suspension of new client referrals;
2. Termination of the Contractor's authorizations to provide services to existing Clients; and/or;
3. Termination of the contract.

J. Coordination of Services

The Contractor shall work collaboratively with other service providers, including the Case Manager/Social Worker as appropriate, within HIPAA and Health Information Technology for Economic and Clinical Health (HITECH) Act guidelines in the delivery of services to clients. Examples may include but are not limited to:

1. Medical professionals;
2. Physical and occupational therapists;
3. Mental health therapists and counselors;
4. Speech therapists;
5. Home health services;

6. Hospice services;
7. Other home care agency providers;
8. School personnel;
9. DSHS/AAA nurses; and
10. Transit services.

The Contractor shall attend consultations regarding clients as requested by the Case Manager/Social Worker.

Contractor may coordinate service delivery with other service providers to mutually support the delivery of home care services and/or assess the welfare and well-being of high-risk clients during a natural and/or man-made disaster. Contractors may develop agreements with other service providers that include, but not be limited to:

1. Provision of in-home care services to clients when the Contractor is unable to provide scheduled services;
2. Shared office space;
3. Shared communication technology and equipment;
4. Shared resources including personnel; and
5. Other administrative support as necessary to provide in-home care services to clients.

IV. BILLING

A. Service Provision

The basis of service delivery is determined by level of care and authorized by DSHS and/or the AAA for each client as documented in the CARE Assessment Details and Service Summary, TCARE® Information for Respite Care Service Providers form, MTD Care Plan and authorization documents.

1. Payment for services authorized through ProviderOne for the Medicaid, State funded, and VDC programs will be made directly to the Contractor through ProviderOne.
2. Payment for services authorized outside of ProviderOne will be made through A-19 billing to the AAA, partial hour payments will be rounded to the nearest quarter hour.

ProviderOne service units are in 15-minute increments and providers will be able to bill weekly. When service minutes documented per Section I. Service Delivery, "H" result in a number of 15-minute units, each shift that includes a remainder of minutes that are less than 15, shift rounding shall occur as follows for each client:

1. When the remainder minutes for the shift are 8 or more, round to the next quarter hour.
2. When the remainder minutes for the shift are 7 or less, round down to the previous quarter hour.

Payment shall not be made for the following:

1. For services not provided or not authorized in ProviderOne;
2. For services authorized outside of ProviderOne, services that are not authorized by the authorization process provided by the AAA;
3. Units provided in excess of the number of units authorized for each client;
4. Units provided by an employee who is out of compliance with training or Department of Health certification requirements;
5. Units provided by an employee who has a disqualifying crime;
 - a. For delinquent background checks, as long as the worker had a previous background check that cleared them to work, no payback will be required if the background check is made current and no disqualifying crime is identified.
6. Units provided to a client of the Contractor by an employee of the Contractor who is a family member of the client; except as written in MB H17-091 Home Care Agency Family Member Policy and Tribal Member Exception;
7. Units incorrectly rounded up contrary to policy in Section IV. A., above;
8. Units submitted more than 366 days after the date of service in which the services were performed.
9. Units provided by a Social Services Servicing Only Provider that does not pass risk-based screening per MB H23-084 as amended or superseded.
 - a. The contractor is required to submit all screenings prior to a new caregiver working with a client. The contractor may allow the new caregiver to work with clients prior to receiving the screening results, but if the worker is excluded, the agency will be assessed an overpayment. If the contractor completes the screening later, and the worker(s) are not excluded, there will be no overpayment. If they are excluded there will be an overpayment assessed to the contractor. The ongoing monthly screenings are required. If those ongoing screenings show a new exclusion, the worker should immediately upon notification no longer work with clients under this contract. There may be an overpayment in the situation where services were rendered after the date of exclusion.

The Contractor will be liable for any overpayment resulting from billings that do not conform to the requirements above or that are otherwise unverifiable or inaccurate. Any overpayment for inappropriate billings to ProviderOne will be made directly to

DSHS/Health Care Authority in accordance with DSHS-AP-19-85-54 (Overpayments to the Office of Financial Recovery); DSHS-AP-19-85-53 (Audit Overpayments Identified via External or Internal Audits for Contractors, Clients, and Providers/Vendors); DSHS-AP-10-02 (Overpayments and Debts for Providers and Vendors); and 42 CFR § 433.316 (When Discovery of Overpayment Occurs and its Significance).

The Contractor may not bill the AAA for services that have been denied for payment by ProviderOne.

Any overpayment for the services paid by the AAA shall be made based on instructions from the AAA.

B. Billing for Attempts to Deliver Services

The Contractor may request reimbursement for attempted service for a maximum of one (1) hour of service, not to exceed two (2) such events per client for the duration of service with the Contractor under the following three conditions:

1. The client is not home to receive services within thirty 30 minutes of the scheduled time; and
2. The home care agency worker is present at the scheduled time and is ready, willing and able to provide service; and
3. The home care agency worker notifies the home care agency as per the home care agency's written policy.

C. Client Responsibility for Payment

Depending on income and program rules, clients may be responsible for payment for part of their care. Required client responsibility amounts will be documented on the authorization list page, or in the case of non-Medicaid programs, in alternative authorization documents. Client responsibility is not required for VDC participants or MAC or TSOA participants. For Medicaid services, the Contractor must apply the client responsibility fee to the first units of service delivered in the month before billing for state/federal reimbursement. The Contractor shall bill client responsibility directly to the client for the services rendered. Although the Contractor may bill for services as of the first of the month in which services are to be received, a client cannot be required to pay for services until the date on which the provider has earned the full client responsibility amount.

The Contractor will have a policy to notify the authorizing case manager when a client becomes delinquent in client responsibility prior to issuance of discharge notice.

D. Training Reimbursement for Home Care Agency Workers

Reimbursement for home care agency worker training wages is established by the legislature as equal to the hourly wage of an Individual Provider. Training wage reimbursement is to be based on an allocation of costs across all Contractor's funding sources consistent with Federal Law. Contractors are to submit to the AAAs their cost allocation plan for approval. The Contractor will submit invoices for training hours directly

to AAA as stipulated in billing procedures. The AAA will reimburse at the training wage rate according to the Contractor's AAA approved cost allocation plan.

E. Agency Worker Health Insurance (AWHI) Payment

Since September 1, 2011, the Home Care Agency Vendor Rate includes a designated portion which must be used solely to purchase health (e.g. medical, mental health, dental, vision) benefits for eligible workers directly providing in-home care services to publicly funded consumers and may also be used as described in Section III-A.2.a. The AWHI portion of the Home Care Agency Vendor Rate is determined per RCW 74.39A.310 (2). Contractor will develop criteria to determine worker eligibility for health benefits and the level of benefit.

The Contractor will keep a monthly record of all AWHI revenue paid by DSHS (including from DDCS Respite), AWHI eligible workers and the cost of health benefits purchased per worker by month of eligibility. Group payments must have documentation to separate non-eligible employee costs from eligible worker costs for each payment month.

The following will be provided to the AAA and HCLA at least annually to verify eligible AWHI expenditures:

1. A Notice of Good Standing from SEIU Healthcare NW Health Benefits (Trust) OR;
2. An annual independent financial review or audit report that includes the scope described in Section III-A.2.a. HCLA's Reconciliation of Eligible Expenditures form must accompany the review or audit.

Contractor AWHI receipts and expenditures will be part of the required scope of the independent financial review or audit report in Section III-A.2. Any unspent AWHI funds will be returned to the state within 30 days of completion of the review or audit or more frequently if desired by Contractor. All payments to the state are to be accompanied by HCLA's Reconciliation of Eligible AWHI Expenditures.

Non-compliance with this requirement may result in contract actions such as Suspension of Referrals, Overpayment Collection, or Agreement Termination.

F. Standards for Fiscal Accountability

The Contractor's fiscal management system shall:

1. Provide accurate, current, and complete disclosure of the financial status of each contract pursuant to U.S. Generally Accepted Accounting Principles or basic accounting principles, as appropriate principles; and
2. Report all revenue and expenditures in a manner consistent with US Generally Accepted Accounting Principles or basic accounting principles, as appropriate.

The Contractor agrees to maintain written accounting procedures.

G. Compliance with the Federal Deficit Reduction Act of 2005

Any home care agency receiving annual Medicaid payments of \$5 million or more must provide education regarding federal and state false claims laws for all its employees, Contractors and/or agents as stated in section 1902 (a)(68) of the Social Security Act. If the Contractor meets that threshold, the law requires the following:

1. A home care agency must establish written policies to include detailed information about the False Claims Act, including references to the Washington State False Claims Act;
2. Policies regarding the handling and protection of whistleblowers;
3. Policies and procedures for detecting and preventing fraud, waste and abuse; and
4. Policies and procedures must be included in an existing employee handbook or policy manual, but there is no requirement to create an employee handbook if none already exists.

Qualifying home care agencies will be identified and monitored annually by HCLA headquarters.

H. Medicaid Fraud Control Unit (MFCU)

As required by federal regulations, the Health Care Authority, DSHS, the Contractor shall promptly comply with all MFCU requests for records or information. Records and information includes, but is not limited to, records on micro-fiche, film, scanned or imaged documents, narratives, computer data, hard copy files, verbal information, or any other information the MFCU determines may be useful in carrying out its responsibilities.