

## ATTACHMENT 1

### **FY2019 IN-HOME PROVIDER SUPPLEMENTAL PROVISION**

**A 1.1 PURPOSE:** The South Dakota Department of Human Services (DHS), Division of Long Term Services and Supports (LTSS), provides home and community based service options, to individuals 60 and older, and those 18 and over who are physically disabled. LTSS services enable these South Dakotans to live independent, meaningful lives while maintaining close family and community ties. LTSS provides home and community based services in sufficient type, scope, amount, duration, and frequency, as specified in the Care Plan/Service Plan, to prevent or delay premature or inappropriate institutionalization.

**A 1.2 RULES:** The Provider shall comply, for the duration of the agreement, with all Administrative Rules of South Dakota ("ARSD") regarding the services provided.

**A 1.3 GEOGRAPHIC AREA:** The Provider is bound to serve the geographical area specified in the FY2019 In-Home Services Schedule located at <http://dhs.sd.gov/ltss/services.aspx> . Any LTSS consumer living within the identified geographic area may be referred to the Provider. The Provider is expected to consider all referrals, but may turn down a referral due to safety concerns, unavailability of staff, or inability to serve consumer need.

**A 1.4 REIMBURSEMENT:** The rate(s) for services purchased by LTSS from the Provider for FY2019 are specified in the FY2019 In-Home Services Schedule located at <http://dhs.sd.gov/ltss/services.aspx> . All services authorized and delivered by the Provider to eligible LTSS consumers will be reimbursed at stated rates. Individual contract rates will not be adjusted during the period of the contract.

The Provider agrees to submit a cost report in the format required by the State within 150 days following the end of the Providers' fiscal year. Failure to submit the report will result in the termination of the Provider's contract with the Division of Long Term Services and Supports.

**A 1.5 VERIFICATION AND DOCUMENTATION:** The Provider is required to maintain documentation and verification demonstrating compliance with all provisions in this Supplement. Verification and documentation must be readily available upon request.

### **STANDARD PROGRAM DEFINITIONS AND PROGRAM REQUIREMENTS**

**B 2.1** "In-home aide" or "Nurse (RN or LPN)" is the individual hired by or subcontracted by the Provider who performs the homemaker, personal care, respite, adult companion, chore, or nursing services as identified on the "Authorization for Services" and accompanying documents.

The Provider may hire a relative/legal guardian of a consumer to provide his/her services. The relative/guardian must meet all of the Provider's qualifications and training requirements.

The Provider must verify, through the South Dakota Board of Nursing, licensure for each newly employed nursing staff who will be providing services to LTSS consumers. The

Provider must have a Staffing Policy that specifies the processes for conducting this verification.

The Provider must conduct a background check to screen for abuse, neglect, and exploitation for all employees hired to work in homes of consumers. The Provider must develop a policy to implement fingerprint background checks for all employees hired to work in the homes of consumers. The policy must be readily available upon request.

The Office of the Inspector General (OIG) has the authority to exclude individuals and entities from federally funded health care programs and maintains a list of all currently excluded individuals.

The Provider must routinely check the List of Excluded Individuals and Entities (LEIE) to ensure that new hires and current employees are not on the excluded list. Search the OIG exclusions database online at <https://exclusions.oig.hhs.gov/>.

If staffing shortages occur, the Provider must make every reasonable effort to actively recruit and hire in-home aide and nursing staff to serve the geographical area specified in the FY2019 In-Home Services Schedule.

No additional units will be authorized to cover the Provider's staffing shortages. If staffing shortages occur, the Provider must provide adequate coverage to serve the assigned consumers. "Clustering" visits to consumers should be employed to more efficiently manage personnel resources during staffing shortages.

LTSS will utilize DHS approved interpreters, at State expense, whenever necessary.

**B 2.2** "Eligible Consumer", is any person in need of services who has been determined eligible by DHS.

LTSS will provide on-going Case Management for each consumer. Case Management will include reassessing the consumer's needs and eligibility at least annually, facilitating the development of the Care Plan/Service Plan, determining changes to the Care Plan/Service Plan, authorizing additional services by the Provider, and resolving any consumer concerns and other consumer-related issues.

**B 2.3** "Critical Service Need Consumer", is a consumer who needs a service provided on each assigned day or without the service (i.e., oxygen, injection, medication, wound care, therapy) the consumer's health condition will immediately decline, or a consumer who has a health condition for which services should not be disrupted. The LTSS Specialist will communicate with the Provider (through the Services Task List/Care Plan) when a consumer has been identified as a critical service need consumer. When a critical service need consumer is identified, the Provider will work with the LTSS Specialist to develop a critical service back-up plan to coordinate service provision when the usual caregiver(s) is not available to provide services, i.e., personal care, nursing services to the consumer. The Provider must notify LTSS immediately of any change in scheduled visits or if unable to provide services to a critical service need consumer for any reason.

**B 2.4** "Care Plan/Service Plan" is a written plan developed with every consumer. The Care Plan/Service Plan summarizes the consumer's identified needs and the strategy for addressing unmet needs.

**B 2.5** The consumer will select the provider of his/her choice. When a Provider makes a referral to LTSS, the Specialist will ensure the referring Provider is made known to the consumer, but the consumer will be offered the choice of providers.

**B 2.6** “Authorization for Services” is the form sent to the Provider by LTSS which details the consumer’s contact information and the services authorized. The “Authorization for Services” form must be signed by the Provider and returned to LTSS within 7 business days of receipt. Failure to sign and return the “Authorization for Services” within the designated timeframe may negatively affect reimbursement for services provided. Any permanent change to the “Authorization for Services” must be reviewed and authorized by LTSS.

**B 2.7** The Provider will assign and begin provision of authorized services within 7 business days of receipt of the “Authorization for Services”. If the Provider is unable to meet the 7 day deadline, the Provider must contact the consumer’s LTSS Specialist to discuss the plan for ensuring services are provided.

**B 2.8** Approved claim forms, including all required information (e.g. Provider’s NPI, consumer’s primary diagnosis code etc.) will be submitted by the Provider to the State for payment of services authorized and provided.

The Provider may only bill for services authorized by the “Authorization for Services” and delivered by the Provider. Units authorized are a maximum. The Provider must contact LTSS if the authorized services routinely take more or less time to complete than indicated in the “Authorization for Services”, or if additional services are being requested.

The consumer must be present when services are being performed unless an exception is specified in the “Authorization for Services”. If the Provider encounters a situation where an exception is needed, the Provider must contact LTSS for authorization.

The State’s reimbursement for services rendered shall be considered payment in full. With the exception of the cost-share for waiver services, the Provider may not bill the consumer for any additional fees. The Provider will be made aware of the consumer’s cost-share, if any, and will be responsible for collecting the cost-share from the consumer.

The State’s reimbursement rate for services must not exceed the Provider’s private pay rate. If the State’s rate of reimbursement for FY2019 exceeds the Provider’s private pay rate, the State’s reimbursement will be adjusted to match the private pay rate.

Due to federal requirements associated with the 21<sup>st</sup> Century CURES Act and Electronic Visit Verification (EVV), Providers may only bill for time spent completing authorized services. Providers may not bill for units not delivered. The Provider may not bill for “not home” visits.

The Provider must comply with federal Electronic Visit Verification (EVV) requirements within 30 days of written notification from the Division of Long Term Services and Supports indicating the EVV system is available and ready for use. The Provider must utilize the State provided EVV System or request a waiver. If the Provider determines utilization of the State’s EVV system is not feasible, the Provider must request and receive written approval from the State to utilize an alternate EVV system. In the event the requirement to utilize the State’s EVV system is waived, the Provider must make their EVV data readily available to the State.

**B 2.9** The Provider must have a Policy and Procedure Manual. The Policy and Procedure Manual must contain policies on the following:

- Abuse and Neglect Reporting
- Staffing (including a policy to implement fingerprint background checks)
- Staff Training
- Intake/Admission
- Discharge
- Consumer Confidentiality
- Consumer Rights and Responsibilities
- Documentation
- Incident Reporting
- Emergency Response
- Health and Safety
- Quality Assurance
- Consumer Grievances
- Gifting Policy
- Medication Administration

The Policy and Procedure Manual must be easily accessible upon request.

**B 2.10**The Provider must have a Consumer Rights and Responsibilities policy which includes the consumer's right to remain free from restraints and seclusion and must provide staff training on the prohibition of restraints and seclusion on an annual basis.

**B 2.11**The Provider must have a Documentation policy which outlines how in-home aides and nurses document each interaction with a consumer. Documentation must be kept for each consumer. Records must be retained for 6 years after a claim has been paid or denied. Documentation can be kept in written or electronic form and must be easily accessible upon request. Documentation must include, at a minimum, the type of service performed; the individual receiving the service; the date of the service; the location of service delivery; the individual providing the service; and the time the service begins and ends.

**B 2.12**The Provider must have a Staff Training policy which includes identification of the processes and timelines for new staff orientation and annual staff training.

The Provider must provide a new Employee Orientation to each new employee before the employee enters a consumer's home unsupervised.

The Provider will ensure that each in-home aide receives a minimum of 6 hours of training annually.

The Provider must maintain a training record for each in-home aide, documenting the date, length, and topic of each training completed.

The Provider is responsible for the oversight of staff (including relatives/legal guardians) in the completion of their assigned tasks. The review process must include unannounced visits to the assigned work place of each employee. Documentation of the staff monitoring visits must be available for review.

**B 2.13** The Provider must have a Health and Safety policy detailing the use of Universal Precautions. The Provider must provide all supplies and equipment needed to practice infection control.

**B 2.14** The Provider must have a Medication Administration policy which includes recording and tracking of medication errors and ensuring appropriate physician notification and follow up was conducted. The recording and tracking of all medication errors, as well as documentation of physician notification and follow up must be readily available upon request.

**B 2.15** An "emergency" is defined as a situation that is sudden, generally unexpected, and demands immediate attention. When an in-home aide/nurse is in a consumer's home and an emergency occurs, the in-home aide/nurse must call 911 immediately.

The Provider must notify LTSS of the emergency upon resolution of the emergency or transfer of the consumer to emergency responders.

**B 2.16** In accordance with South Dakota law, the Provider is mandated to immediately report any suspected abuse or neglect of a consumer. The Provider must have a policy for Abuse and Neglect Reporting which conforms to the mandatory reporting laws and must provide training on mandatory reporting laws to staff on an annual basis. See (SDCL 22-46) for South Dakota's mandatory reporting laws for elders and adults with disabilities.

**B 2.17** The Provider must immediately notify LTSS of any consumer-related concerns, incidents and occurrences, including possible exploitation, that are not consistent with routine care. Providers must submit an incident report to the LTSS Specialist documenting the circumstances of any incident that involves serious injury, missing person, restraint, seclusion, or death.

Upon being informed that an LTSS consumer has been hospitalized or discharged from the hospital, the Provider will communicate this information to the LTSS Specialist to assure the consumer's need for service provision continue to be met appropriately.

**B 2.18** The Provider must have a written Quality Assurance and Improvement Plan detailing all activities conducted by the Provider to ensure quality service provision. The Provider must also have a Quality Assurance policy specifying how the Provider will discover, fix, and report problems.

The Provider will cooperate with provider quality performance site visit activities conducted by LTSS.

The Provider agrees to participate in any evaluation and/or consumer satisfaction program developed and conducted by the State to determine the effectiveness of service provision statewide.

**B 2.19** When DHS determines that services to a consumer must be discontinued the Provider will be notified as soon as possible.

When the Provider determines services to a consumer must be discontinued by their agency, the Provider must notify LTSS at least 30 days before the consumer is discharged, unless the consumer's home constitutes an unsafe environment for Provider staff and/or the consumer.

The notice must be in writing and must specify the reason for discharge in accordance with the Provider's Discharge Policy.

**B 2.20** The Provider is responsible for liability and maintaining proof of insurance and proof of a valid driver's license for any employee transporting consumers.

### **HOMEMAKER SERVICES/PERSONAL CARE SERVICES**

**C 3.1** "Homemaker service" is the performance, by an in-home aide, of non-medical household tasks designed to maintain a consumer who needs assistance to perform the tasks in his/her home.

The homemaker service to be performed and the frequency will be specified in the "Authorization for Services" and accompanying documents.

**C 3.2** "Personal Care service" is the performance, by an in-home aide, of personal care tasks designed to maintain a consumer who needs assistance to perform the tasks in his/her home.

The personal care services to be performed will be specified in the "Authorization for Services" and accompanying documents.

**C 3.3** "Respite service" is the performance, by an in-home aide of temporary substitute supports or living arrangements for care receivers to provide a period of relief or rest for the primary caregiver.

The respite service to be performed and the frequency will be specified in the "Authorization for Services" and accompanying documents.

**C 3.4** "Adult companion service" (waiver only) is the performance, by an in-home aide, of non-medical care, assistance, and socialization.

The adult companion service to be performed and the frequency will be specified in the "Authorization for Services" and accompanying documents.

**C 3.5** "Chore service" (waiver only) are services needed to maintain the consumer's home in a healthy and safe environment. Chore services are lawn mowing, snow and ice removal from sidewalks and driveways, or other services which the home owner is required to complete by city or county ordinance.

Chore services to be performed and the frequency will be specified in the "Authorization for Services" and accompanying documents.

### **NURSING SERVICES**

**D 4.1** Nursing services may be authorized when a consumer has a medical condition that requires medical observation, needs services that fall within the scope of practice of a licensed nurse, or has other needs that require the supervision of a nurse.

Nursing services must be performed by an RN or LPN. Services delegated by professional medical staff to non-medical staff within their scope of practice will be monitored by the Provider and the professional medical staff. Certain nursing services may not be delegated according

to ARSD **20:48:04.01:07**. Providers are required to ensure that only qualified individuals complete authorized tasks.

**D 4.2** Additional units for mileage will not be authorized and must not be billed. Travel time is included in the non-billable time reported in the cost reports and is used to calculate the nursing rate.

**D 4.3** The Nursing services to be performed will be specified in the “Authorization for Services” and accompanying documents.

**D 4.4** The Provider is responsible for providing or obtaining the supplies and equipment needed to perform nursing tasks unless otherwise noted in the “Authorization for Services”. LTSS will be responsible, for coordinating availability of blood-draw and other lab specific supplies.

**D 4.5** Following the initial nursing visit, LTSS may utilize the nurse’s professional assessment to authorize additional services.

**D 4.6** If additional services requested require a physician’s order, the nurse will obtain a copy of the physician’s order and provide a copy to LTSS. The LTSS Specialist will make adjustments to the Care Plan if deemed necessary.

**D 4.7** If the consumer exhibits any abnormal signs and symptoms during a visit, the nurse will notify the physician, LTSS, and any other appropriate individuals as necessary within 5 business days. Needs beyond the scope of traditional LTSS nursing services may be provided by the nurse with the authorization of LTSS after all other resources have been exhausted. It is the responsibility of the nurse to obtain physician’s orders for additional services requested by the physician.