

OFFICE OF AGING AND ADULT SERVICES (OAAS) SUPPORT COORDINATION AGENCY PERFORMANCE AGREEMENT

(Name of Support Coordination Agency)

1. PURPOSE

The Office of Aging and Adult Services (OAAS) Support Coordination Agency Performance Agreement, hereafter referred to as the AGREEMENT, is an addendum to the Louisiana Medicaid PE-50 Provider Enrollment Form. OAAS reserves the right to revise and reissue the AGREEMENT as deemed necessary. The purpose of the AGREEMENT is to ensure that:

- the Support Coordination agency, hereafter referred to as the AGENCY, shall provide effective outcome-based support coordination services in accordance with applicable federal and state regulations, rules, policies, procedures and standards; and,
- the AGENCY shall deliver such services through the use of trained and certified staff who are competent in developing a person-centered plan of care; and,
- the AGENCY shall assure that said staff are able to effectively assess a participant's condition and informal support systems, and to develop a person-centered plan of care using available paid and unpaid supports; and,
- unless approved by OAAS, the AGENCY will not have the ability to reject or deny support coordination services to an approved participant; and
- in order to receive reimbursement for the provision of such services, a fully-executed version of the AGREEMENT between the AGENCY and the Office of Aging and Adult Services, hereafter referred to as OAAS, shall be in place; and,
- participants receiving services provided under this AGREEMENT will have freedom of choice of certified, Medicaid enrolled AGENCIES that have a current AGREEMENT with OAAS.

2. ELIGIBLE ENTITIES

In order to participate as a support coordination AGENCY in the Medicaid program, the AGENCY must comply with the Department of Health and Hospitals' certification requirements, provider enrollment requirements, the OAAS Support Coordination Provider Manual, the OAAS Support Coordination Procedural Manual, the OAAS Support Coordination Standards of Participation and other requirements as enumerated in this Performance Agreement.

3. AUTHORITY

The following documents are considered as the Authority under which the AGENCY must conduct its activities under the AGREEMENT. The requirements outlined in the Rules, Standards, Statutes, Regulations, and other documents are promulgated in accordance with State and Federal law, the Administrative Procedures Act, and other relevant methods as required by law.

While OAAS will make every effort to inform the AGENCY of any changes/modifications to the requirements of the Rules, Standards, Statutes, Regulations, and other documents governing the AGREEMENT, it is the responsibility of the AGENCY to assure it is operating in accordance with those requirements. A failure to comply with any requirement because of a lack of knowledge of the requirement will not be accepted as a means of defense to any proposed sanctions or other action taken by DHH/OAAS due to the violation of the requirements. In order to participate as an OAAS support coordination AGENCY in the Medicaid program, the AGENCY shall comply with:

- Certification requirements;
- Provider enrollment requirements;
- OAAS Support Coordination Provider Manual;
- OAAS Support Coordination Procedural Manual;
- OAAS Support Coordination Standards of Participation; and
- Performance Agreement for OAAS Support Coordination Agencies.

These materials and other related documents may be viewed online at the OAAS website: www.oaas.dhh.louisiana.gov

4. PARTICIPATION

In order to be recognized as an AGENCY as described herein, and to receive appropriate reimbursements for the provision of services, in addition to the requirement noted in Section 2 and Section 3 above, the AGENCY shall comply with specific requirements established by OAAS as follows:

- Cooperate in DHH/OAAS Support Coordination Monitoring ;
- Cooperate in all other Quality Monitoring activities;
- Support Coordinators and Support Coordinator Supervisors shall work exclusively with OAAS participants;
- Complete all mandated training; meet certification requirements; and
- Implement Support Coordination services/safeguards in accordance with the Centers for Medicare and Medicaid Services (CMS) HCBS waiver assurances and corresponding OAAS performance measures (“CMS Training for Case Managers” on the HCBS waiver assurances may be accessed at: www.hcbsassurances.org/index.html).

5. PAYMENTS TO AGENCY

Payments/reimbursement for services provided by the AGENCY under the AGREEMENT will be made through claims submitted to the Medicaid Fiscal Intermediary in accordance with the methodology described in the documents referred to in Section 3 AUTHORITY.

6. LIABILITY FOR UNJUSTIFIED AND/OR UNAUTHORIZED AND/OR INCORRECTLY AUTHORIZED PAYMENTS

AGENCY may be held financially liable for any error/omission on its part which results in the delivery and reimbursement of unjustified or unauthorized services as determined by OAAS. The AGENCY may also be held financially liable for incorrectly authorizing payment and/or services as determined by OAAS.

7. ADMINISTRATIVE PERFORMANCE REQUIREMENTS

The AGENCY is accountable for meeting specific fundamental administrative performance expectations as delineated in this Section.

Failure to meet any of the following provisions on the part of the AGENCY may result in sanctions as outlined in Section 10 of this Agreement:

- Complete and submit ACCURATE AND TIMELY administrative reports to include: Aging Reports, Critical Incident Reports, Evacuation Tracking Reports, Data Contractor Problem Sheets, and other Reports as determined by DHH/OAAS;
- Complete and submit ACCURATE AND TIMELY Level of Care assessments/determinations;
- Complete and submit ACCURATE AND TIMELY plans of care;
- Complete and submit ACCURATE AND TIMELY plan of care revisions;
- Complete and submit ACCURATE AND TIMELY Forms 148 and 142;
- Provide ACCURATE AND TIMELY plan of care and any subsequent revisions to participant and provider(s)
- Abide by the SUPPORT COORDINATION MONITORING requirements;
- Maintain QUALIFIED, CERTIFIED, and COMPETENT staff in accordance with State requirements; and
- Assure that participant addresses, contact information and other relevant personal data are maintained and updated in a timely manner.

- Support Coordinator or AGENCY representative must participate in appeal hearings to represent/testify to the accuracy of the assessment/plan of care completed by the support coordinator.

8. HEALTH AND WELFARE REQUIREMENTS

Through direct contact, familiarity with the home environment, and, familiarity with personal outcomes of the participant the Support Coordinator is instrumental in promoting the participant's health and welfare. It is incumbent upon the Support Coordinator to identify and report critical events, implement safeguards, make referrals, mitigate risks, follow-up/evaluate interventions, and strive to prevent future occurrences that may have a negative impact on the participant's health and welfare.

Any of the following actions/inactions on the part of the AGENCY may result in sanctions as outlined in Section 10 of this Agreement:

- Comply with monthly contact requirements;
- Comply with quarterly face-to-face contact requirements;
- Identify and address all participant needs and risks on an ongoing basis;
- Address personal goals in the plan of care;
- Ensure participant receives all types of services specified in plan of care;
- Support participant in accessing all services in plan of care, including health care services;
- Verify direct service provider delivery of services;
- Follow-up with appropriate oversight entity when direct service provider is non-compliant with service delivery;
- Provide/review information with participants regarding Rights and Responsibilities;
- Review information with participants regarding how to report abuse, neglect, and critical incidents;
- Offer participants freedom of choice;
- Identify risks associated with abuse, neglect, exploitation;
- Report suspected cases of abuse, neglect, or exploitation;
- Develop an adequate AGENCY evacuation/continuity of business plan;
- Follow grievance and complaint procedures;
- Reassess participant when significant changes occur;
- Revise plan of care to address participant's changing needs;
- Ensure participant emergency preparedness and staffing back-up plans are current and viable;
- Report or follow-up on critical incidents;

- Implement AGENCY emergency preparedness and response plan effectively in the event of disaster;
- Cooperate with DHH and other emergency preparedness agencies in the event of impending or actual disaster. Cooperation includes, but is not necessarily limited to, contacting participants and reporting on participant status in accordance with OAAS policies and procedures.

In addition, sanctions may be imposed in the following circumstances:

- Retaliation aimed at participants/family members for complaints against the AGENCY;
- Negligence directly or indirectly resulting in participant serious harm or death;
- Engaging in a pattern of recurring or continuing non-compliance; and
- Failure to implement agency emergency preparedness and response plan in the event of disaster;
- Failure to cooperate in assisting the participant and the receiving agency to assure a smooth transition by assuring that the receiving agency, receives copies of participant records.

9. PERFORMANCE INCENTIVES

For those AGENCIES meeting OAAS performance criteria, the following incentives may be conferred:

- Priority auto-assignment of participants who do not choose an AGENCY.
- Recognition and designation as a “Model Support Coordination Agency” on the Freedom of Choice list.
- Omit the AGENCY Review component of the annual Support Coordination Monitoring Review.

10. SANCTIONS FOR VIOLATIONS/NON-PERFORMANCE

In order to remain in good standing with OAAS and eligible to continue the provision of services under the AGREEMENT, the AGENCY shall comply with the Administrative Performance Requirements and the Health and Welfare Requirements enumerated in Sections 4, 6, 7 and 8 above. Should the AGENCY be determined to be in violation and/or non-compliance with those requirements, OAAS/Medicaid reserves the right to impose Sanctions on the AGENCY, with or without prior notice. Such Sanctions may include, but are not limited to, the following which are BINDING and NOT SUBJECT TO APPEAL:

- Written warning
- Written mandate for documentation of acceptable remediation plan/demonstration of compliance with rules/regulations/agreement
- Impose training and accountability measures

- Impose further performance requirements
- Moratorium on admissions and/or expansion of services (i.e. Removal from FOC list)
- Remove designation as “Model Support Coordination Agency” on the Freedom of Choice list.
- Removal of existing participants. If OAAS determines that removal of existing participants is necessary, the AGENCY shall cooperate in the transfer of the participants to a new Support Coordination Agency or face additional sanctions.

In addition to the measures described above, sanctions may also include, but are not limited to, the following, which are subject to an administrative appeal:

- Suspend payments in whole or part for a specific time period
- Recoupment
- Denial of reimbursement for undocumented services
- Impose daily, weekly, or monthly fines
- Impose fines per day per incident for health and welfare issues
- Certification suspension/limitation/revocation
- Termination of the Performance Agreement/Provider Agreement

In addition, if action or inaction on the part of the AGENCY results in federal disallowance, the AGENCY shall be held liable to recoupment of those amounts.

In addition, any AGENCY who fails to comply with all Medicaid/OAAS Rules, Standards, Statutes, Regulations, and/or Manuals may be referred to the Program Integrity Section for further sanctions.

11. SANCTION DETERMINATION

The following factors will be considered in determining sanctions to be imposed:

- Seriousness of the violation;
- Extent of the violation;
- History of prior violations;
- Impact on participant quality of life;
- Impact on participant health and welfare;
- Prior imposition of sanctions;
- Pattern of non-compliance;
- AGENCY incentive to comply with program rules;
- Recommendations by peer review groups or licensing boards; and
- Any other factors deemed critical by DHH/OAAS.

12. DUE DATE OF MONETARY SANCTIONS

Impositions of any damage shall not be suspensive. Any and all monetary sanctions/recoupment shall become due and payable upon written notification from DHH/OAAS. Failure to remit payment within 10 working days may result in withholding of the AGENCY's payments until all outstanding monetary sanctions/recoupment are paid, unless an administrative appeal is pending. If DHH/OAAS should prevail at the administrative appeal, payment is due within 10 working days from the date of the decision. Failure to remit payment within 10 working days from the date of decision may result in withholding of the AGENCY's payments until all outstanding fines are paid, and may result in additional non-monetary sanctions.

13. APPEALS

Specified Sanctions administered by OAAS in accordance with the AGREEMENT may be appealed by the AGENCY, and the AGENCY has a right to an administrative hearing. A request for an administrative hearing must be received within thirty (30) days from the date of written notice of the Sanction. The request must be made in writing and mailed or faxed directly to:

**Division Of Administrative Law-Health and Hospitals Section
P.O. Box 4189
Baton Rouge, LA 70821
Telephone: 225-342-5800
Fax: 225-219-9823**

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SUPPORT COORDINATION AGENCY
PERFORMANCE AGREEMENT**

Name of AGENCY _____

Address: _____

Telephone #: _____

Fax #: _____

Email: _____

Contact Person: _____

AGENCY Signature(s) and Date

DHH/OAAS Signature(s) and Date

