

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, hereinafter 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 the following:

- 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;
- 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;
- The AGENCY shall assure that said staff are able effectively to assess a participant's condition and informal support systems and to develop a person-centered plan of care using available paid and unpaid supports;
- Unless approved by OAAS, the AGENCY will not have the ability to reject or deny support coordination services to an approved participant;
- In order to receive reimbursement for the provision of such services, a fully-executed version of the AGREEMENT between the AGENCY and OAAS shall be in place; and

Participants receiving services provided under this AGREEMENT will have freedom of choice of certified, Medicaid enrolled Support Coordination Agencies that have a current AGREEMENT with OAAS.

2. ELIGIBLE ENTITIES

In order to participate as a Support Coordination Agency in the Louisiana Medicaid program, the AGENCY must comply with the Louisiana Department of Health (LDH) licensure and certification requirements, provider enrollment requirements, the OAAS Support Coordination Waiver Procedures Manual (**OAAS-MAN-13-007**), the OAAS

Support Coordination Standards of Participation, and other requirements as enumerated in the 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 Louisiana Administrative Procedure 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 ensure that 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 LDH/OAAS due to the violation of these requirements. In order to participate as an OAAS Support Coordination AGENCY in the Louisiana Medicaid program, the AGENCY shall comply with:

- OAAS Waiver Procedures Manual (OAAS-MAN-13-007);
 - To include Assessment and Care Plan Certification as contained in OAAS-MAN-13-007.
- OAAS Support Coordination Standards of Participation contained at LAC 50:XXI.Chapter 5);
 - To include Support Coordination Agency Certification Requirements at LAC 50:XXI.503.
- Memoranda issued by LDH/OAAS;
- Any and all Manuals issued by OAAS and/or by Louisiana Medicaid, not limited to the OAAS Waiver Procedures Manual; and
- OAAS Support Coordination Agencies Performance Agreement for OAAS Support Coordination Agencies.

These materials and other related documents may be viewed online at the OAAS website: www.ldh.la.gov/OAAS.

4. PARTICIPATION

In order to be recognized as an Support Coordination 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 LDH/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;
- Meet technology and security safeguards; and
- Implement Support Coordination services/safeguards in accordance with the Centers for Medicare and Medicaid Services (CMS) Home and Community Based Services Waiver assurances and corresponding OAAS performance measures.

Failure to meet any of the above provisions on the part of the AGENCY may result in sanctions as outlined in Section 10 of the AGREEMENT.

5. ADMINISTRATIVE PERFORMANCE REQUIREMENTS

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

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

- Complete and submit **accurate and timely** reports to include:
 - Aging Reports,
 - Data Management Contractor Problem Sheets, and
 - Other Reports as determined by LDH/OAAS;
- Complete and submit **accurate and timely** Level of Care assessments/determinations and re-assessments;
- Complete and submit **accurate and timely** plans of care, including ACCURATE notation of adverse action on the plan of care;
- Complete and **accurately** identify participation in My Choice Louisiana or My Place Louisiana on the plan of care;
- Complete and submit **accurate and timely** plan of care revisions;

- Complete and submit **accurate and timely** BHSF Forms 148W and 142 according to OAAS Waiver Procedures manual, 148W Instructions, and 142 Form;
- Provide **accurate and timely** plan of care and any subsequent revisions to participant and provider(s);
- Abide by the **Support Coordination Monitoring** requirements and timelines;
- Develop and provide to OAAS an adequate AGENCY evacuation/continuity of business plan;
- Implement AGENCY emergency preparedness and response plan effectively in the event of disaster;
- Reimburse designated purchaser(s) accurately and timely as per policy and procedure;
- Maintain qualified, certified, and competent staff in accordance with requirements set forth in the Waiver Procedures Manual for OAAS assessment and care plan certification process and required Support Coordination staff orientation and annual training requirements as defined by OAAS Support Coordination Standards of Participation;
- Assure that participants' addresses, contact information, and other relevant personal data are maintained and updated in a timely manner;
- Support Coordinator or other AGENCY representative must participate in appeal hearings to represent/testify to the accuracy of the assessment/plan of care completed by the support coordinator;
- Ensure that participants' information is captured during monthly and quarterly meetings by using all systems available and abide by Electronic Visit Verification (EVV) practices as indicated in OAAS policy and procedure; and
- Respond **TIMELY** to all communications from OAAS per given deadlines.

6. 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.

Failure to perform any of the following actions and inaction in the following areas on the part of the AGENCY may result in sanctions as outlined in Section 10 of the AGREEMENT:

- Comply with monthly contact requirements, including but not limited to documentation requirements;
- Comply with quarterly face-to-face contact requirements, including but not limited to documentation requirements;
- Identify and address all participant needs and risks on an ongoing basis, including, but not limited to completing face-to-face visits in addition to quarterly requirements to assess needs and risks;
- Address personal goals in the plan of care;
- Support the participant in accessing all services in the plan of care, including health care services and non-waiver resources;
- Ensure that the participant receives all types of services specified in the plan of care;
- Engage in collaboration and sharing of information with all providers of services identified in the plan of care, including but not limited to waiver service providers, healthcare providers, and non-waiver resource providers to ensure that participants are receiving appropriate and comprehensive services;
- Verify delivery of all services and document findings;
- Follow-up with the appropriate oversight entity when any provider is non-compliant with service delivery and continue to follow-up until resolution is satisfactory to the participant;
- 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 (FOC) for all services;
- Identify risks associated with abuse, neglect, exploitation;
- Report suspected cases of abuse, neglect, or exploitation;
- Follow grievance and complaint procedures;
- Reassess participants when significant changes occur;
- Revise plan of care to address participant's changing needs;
- Ensure that participant emergency preparedness and staffing back-up plans are current and viable;
- Ensure that Emergency Tracking Participant Contact Information in data management contractor system is current as specified by OAAS timelines;

- Identify, report, and follow-up on critical incidents according to OAAS policies and procedures;
- Provide and fully comply with Transition Intensive Support Coordination procedures to include, but not be limited to, transition plan of care development, use of transition service funds, follow up and oversight until the transition occurs, and effective collaboration with OAAS and other LDH offices;
- Follow the Transition Service Funds process to ensure **accurate and timely** receipt of items for participant and **timely** reimbursement for purchaser;
- Implement AGENCY emergency preparedness and response plans effectively in the event of disaster;
- Cooperate with LDH and other emergency preparedness agencies in the event of impending or actual disaster. Cooperation includes, but is not limited to, contacting participants and reporting on participant status in accordance with OAAS policies, procedures, and timelines; and/or
- Maintain 24-hour answering service that must be able to respond and connect participants, providers, and other callers to a representative of the AGENCY during office closures, nights, weekends, etc.

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, or jeopardizes the participant's quality of life;
- Engaging in a pattern of recurring or continuing non-compliance; and
- Failure to cooperate in transitions to another Support Coordination Agency by following the appropriate procedure.

7. CONFIDENTIALITY, SECURITY AND PRIVACY

All information obtained by the AGENCY under the AGREEMENT shall be treated as confidential in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and implementing federal regulations at [45 C.F.R. Sub. A, Subch. C](#).

Information so obtained shall not be used in any manner except as necessary for the proper discharge of the AGENCY's obligations. The Federal and State government require that all information pertaining to participants, providers, health facilities, and associations shall be treated as confidential. In order to maintain said confidentiality and security, the AGENCY shall establish, subject to review and approval by OAAS, confidentiality, rules, and facility access procedures. Any data, regardless of means

of recording, compiled under the AGREEMENT shall not be released to anyone, except to OAAS, without written permission from OAAS.

The AGENCY and the AGENCY's personnel shall at all times comply with all security regulations in effect at LDH/OAAS premises which are made known in writing by LDH/OAAS to AGENCY. The Agency must ensure that safeguards are in place to protect confidentiality of all participants' records and propriety information related to its own business. Notifications may be required to the participant regarding the confidentiality of the participant's record.

8. PAYMENTS TO THE AGENCY

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

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

The AGENCY may be held financially liable for any error/omission on its part that 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.

Such errors may include but are not limited to the following:

- Erroneously approving State Plan Long-Term Personal Care Services;
- Erroneously approving a plan of care indicating the incorrect waiver;
- Approving a plan of care utilizing the incorrect Resource Utilization Guide (RUG) score;
- Approving environmental modifications, assistive devices, or medical supplies without proper justification for such services; and
- Failure to notify direct service providers of the date of a reduction or termination of services.

Failure to meet the above provisions on the part of the AGENCY may result in sanctions as outlined in Section 10 of the AGREEMENT.

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, 5, 6, 7, and 8 above. Should the AGENCY be determined to be in violation and/or non-compliance with those requirements, OAAS/Louisiana Medicaid reserves the right to impose Sanctions on the AGENCY, with or without prior notice. Such Sanctions, listed in no particular order, 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/Performance Agreement;
- Imposition of training and accountability measures;
- Imposition of further performance requirements;
- Moratorium on admissions and/or expansion of services (i.e. Removal from FOC 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;
- Suspend or revoke an individual support coordinator's OAAS issued assessment and care planning certification.
- Referral to the Secretary of the United States Department of Health and Human Services for violation of HIPAA regulatory requirements.

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:

- Suspension of payments in whole or in part for a specific time period;
- Recoupment;
- Denial of reimbursement for undocumented services;
- Imposition of daily, weekly, or monthly monetary sanctions;
- Imposition of monetary sanctions per day, per incident for health and welfare issues;
- Suspension or revocation of certification to provide support coordination for OAAS-administered home- and community-based waiver programs within the specified LDH region; or
- 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 and subject to recoupment of those amounts.

In addition, if AGENCY fails to comply with all Medicaid/OAAS rules, standards, statutes, regulations, and/or manuals, AGENCY 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/or
- Any other factors deemed critical by LDH/OAAS;

Monetary sanctions imposed for violations and/or non-compliance with Administrative Performance Requirements or Health and Welfare Requirements under the AGREEMENT are determined as follows:

Reason for Sanction	Type of Deficiency	Applicable Monetary Sanction
Group 1: Process Deficiencies	Process deficiencies include but are not limited to: <ol style="list-style-type: none">1. Failure to complete assessment and plan of care process within defined timelines.2. Failure to keep adequate records.3. Failure to follow Transition Service Funds process.4. Failure to follow Support Coordination Standards of Participation or OAAS Waiver manuals.	\$25.00 per day per incident for each process deficiency that is not corrected or addressed satisfactorily in an approved correction action plan within 30 days of OAAS' approval of the correction action plan.
Group 2: Administrative Deficiencies	Administrative deficiencies include but are not limited to: <ol style="list-style-type: none">1. Failure to follow staffing requirements.2. Failure to follow training requirements.3. Failure to follow listed hours of operation.4. Failure to provide a nation-wide, toll-free telephone number.5. Failure to follow directions received by OAAS State office and Regional Office.	\$25.00 per day per incident for each process deficiency that is not corrected or addressed satisfactorily in an approved correction action plan within 30 days of OAAS' approval of the correction action plan.

Reason for Sanction	Type of Deficiency	Applicable Monetary Sanction
Group 3: Health, Safety and Welfare	Health, Safety and Welfare Deficiencies include but are not limited to, the failure to report death, abuse, neglect or exploitation or incidents of major changes in the participant's health that require a new or revised plan of care and electronic prior authorization, (i.e. substantive changes in services, serious injury, etc.).	\$100.00 per day per incident for health, safety and welfare issues. The monetary sanction will be assessed from the date of SC notification or discovery of the incident until the date that it is reported to OAAS.
Group 4: Authorization of Services beyond Specified Limits	Authorizing services that exceeds resource allocation or ADL Index. Erroneously approving a participant for services not eligible to receive.	AGENCY is responsible for the amount of the difference.
Group 5: Reoccurring Deficiencies	If a previous deficiency reoccurs, that agency will not receive another 30 day time period for corrective action. Sanction will begin upon OAAS' discovery. If a deficiency is repeated within a 6 month period, the sanction will be doubled.	Monetary sanctions will be assessed from the date of reoccurrence of the identified finding through the date that the finding is subsequently corrected and/or addressed.
Group 6: Failure to Implement Corrective Action Plan	Failure to implement corrective action on a cited deficiency.	Monetary sanctions will be assessed from the original date of the finding through the date that it is subsequently corrected and/or addressed.

12. DUE DATE OF MONETARY SANCTIONS

Any and all monetary sanctions are effective and shall become due and payable upon written notification from LDH/OAAS/Louisiana Medicaid, unless an administrative appeal is filed and is pending. (See Section 13.) Failure to remit payment within ten (10) working days may result in withholding of the AGENCY's payments until all outstanding monetary sanctions are paid.

If LDH/OAAS should prevail at the administrative appeal, payment is due within ten (10) working days from the date of the decision by the Division of Administrative Law. Failure to remit payment within ten (10) working days from the date of the decision by the Division of Administrative Law may result in withholding of the AGENCY's payments until all outstanding monetary sanctions are paid and may result in additional non-monetary sanctions.

Recoupment shall become due and payable upon written notification from LDH/OAAS/Louisiana Medicaid. The filing of a timely and adequate notice of administrative appeal does not suspend imposition of recoupment.

A sanction becomes a final administrative adjudication if no administrative appeal has been filed, and the time for filing an administrative appeal has run.

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 for those appealable sanctions. A request for an administrative hearing must be received within thirty (30) calendar days from the date of written notice of the sanction to the AGENCY.

The request must be made in writing to the Division of Administrative Law (DAL) by mail or fax; in person by hand delivery; or through the DAL Internet website.

Mail:	Division of Administrative Law – LDH Section P.O. Box 4189 Baton Rouge, LA 70821-4189
Fax:	(225) 219-9823
Telephone:	(225) 342-5800
Hand Delivery:	Division of Administrative Law 1020 Florida Street Baton Rouge, LA 70802
Online:	https://www.adminlaw.la.gov/

**OFFICE OF AGING AND ADULT SERVICES
SUPPORT COORDINATION AGENCY
PERFORMANCE AGREEMENT**

Name of AGENCY: _____

Address: _____

Telephone #: _____

Fax #: _____

Email: _____

Contact Person: _____

AGENCY Signature(s), Printed Name and Date:

LDH/OAAS Signature(s), Printed Name and Date:
