

**Medi-Cal Waiver Program (MCWP)
Scope of Work (SOW)**

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH), Office of AIDS (OA) the services described herein.

This Medicaid Home and Community-Based Services (HCBS) Waiver program is authorized by §1915(c) of the Social Security Act. California Health and Safety Code (HSC) §131019 designates as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).

The purpose of the Medi-Cal Waiver Program (MCWP) is to provide Enhanced Case Management (ECM) and direct care services to participants diagnosed with HIV as an alternative to nursing facility care or hospitalization. The Contractor shall administer the MCWP by providing case management that incorporates a collaborative interdisciplinary team approach consisting of a nurse and social work case manager, the participant, his/her primary care provider, family, caregivers, and other service providers. Both OA and the Contractor shall ensure that program administration complies with all applicable Federal and State laws, rules, and regulations.

2. Service Location

The services shall be performed at applicable sites and locations within the Contractor's service area.

3. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding state official holidays.

4. Project Representatives

The project representative for MCWP is the OA MCWP Health Program Specialist.

5. Services to be Performed

The Contractor shall provide Enhanced Case Management by a Nurse Case Manager (NCM) and a Social Work Case Manager (SWCM) to MCWP participants in accordance with this agreement and as defined in the §1915(c) HCBS MCWP Waiver and the *Medi-Cal Waiver Program Protocols (MCWPP)*, which are incorporated by reference as stated in Exhibit E, Provision 4 A (2) of this agreement, and:

- A. Ensure participants are eligible for the MCWP and document eligibility in the participant record as outlined in the MCWPP.
 - i. SWCMs complete initial and ongoing psychosocial assessments in order to assess the psychosocial impact of illness on the participant and establish eligibility and identify needs for services.

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- ii. NCMs complete initial and ongoing nursing assessments in order to assess the impact of illness on the participant and establish eligibility and identify needs for services.
 - iii. Ensure NCMs ensure participants meet Nursing Facility Level of Care (NF LOC) qualifications as defined in Title 22 of the California Code of Regulations, Sections 51334 and 51335. NF LOC evaluations must be conducted and thoroughly documented in the participant's record on or within 15 calendar days prior to sending the enrollment request to OA for NF LOC certification and approval. NF LOC evaluations must be reconducted at least every 365 days.
 - iv. Determine the Cognitive Functional Ability (CFA) score to evaluate functional ability in adult participants as part of the eligibility determination (pediatric participants under age 13 do not require the CFA Assessment).
 - v. Confirm HIV status through obtaining the Certification of Eligibility form from the participant's primary care provider.
- B. After initial evaluations, assist with institutional discharge (if applicable) to ensure successful transition into the MCWP.
- C. Verify and document that participants have full-scope Medi-Cal eligibility on enrollment date and monthly thereafter.
- D. Ensure that participants are screened for other payer source eligibility and that those resources are accessed prior to the utilization of MCWP funds regardless of the funding resource, and document in participant record.
- E. Conduct ECM as defined in the §1915(c) HCBS MCWP Waiver. Case managers provide at least a monthly face-to-face or telephonic contact, and at least quarterly face-to-face visits to monitor the participant's health and safety and conduct PCSP review. Reassessments must be completed at least every 365 days and must include a home environment assessment.
- F. Coordinate the provisions of direct-care, HCBS to the participant and identify/resolve issues in the utilization and delivery of services as defined in the *Medi-Cal Provider Manual Part 2*, which is incorporated by reference as stated in Exhibit E, Provision 4 A. of this agreement.
- Case management
 - Waiver services (aka Administrative Expenses)
 - Services of home health/hospice aide in home health or hospice settings, (attendant care)
 - Homemaker service
 - Psychotherapy
 - Psychotherapy
 - Family Psychotherapy (without the patient present)

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- Family Psychotherapy (conjoint psychotherapy) (with patient present)
 - Direct skilled nursing
 - Services of a Registered Nurse (RN) in a home health or hospice setting
 - Services of a Licensed Vocational Nurse (LVN) in a home health or hospice setting
 - Non-medical transportation (NMT)
 - Specialized medical equipment and supplies
 - Minor physical adaptations to the home
 - Home delivered meals/nutritional supplements, including preparation
 - Nutritional counseling, dietician visit
 - Specialized childcare

- G. Hold interdisciplinary team case conferences (IDTCC) as outlined in the MCWPP, at least quarterly or sooner if significant changes to the participant's condition occur.

- H. Develop and maintain PCSPs for each participant, notifying the primary care provider of the contents. PCSP documentation should:
 - i. Ensure participant and/or participant's legal representative has input in the PCSP development process, including stated goals, desired outcomes, and a broad choice of waiver services to the extent available in the Contractor's service area.
 - ii. Ensure all health and safety risk factors are communicated effectively to participant and/or participant's legal representative.
 - iii. Ensure participants receive the services in the type, scope, amount, duration, and frequency as specified in the PCSP.
 - iv. Carefully document progress monitoring of PCSP goals.
 - v. Ensure revisions to the PCSP reflect the needs of the participant.

- I. Subcontract with appropriately licensed and qualified service providers for direct-care Waiver services. Contractors should provide participants with at least three service providers to choose from for each service category.

- J. Implement a Quality Assurance/Quality Improvement (QA/QI) program using OA-established guidelines to continually evaluate and improve the quality of services provided. Maintain a QA/QI committee to plan, implement and oversee QA/QI activities. Submit annually to OA QA/QI plan and results including: internal record reviews, participant satisfaction surveys, all grievances, dis-enrollments, and reports of abuse, neglect, and exploitation and mitigation efforts.

OA will provide technical assistance to the Contractor for any issues or challenges identified through the Contractor's QA/QI activities.

- K. Develop policies and procedures detailing security safeguards for onsite and remote access Information Technology assets (including but not limited to desktop computer workstations, servers, laptops, smart phones, tablets, and removable media devices)

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commensurate with standards set forth in Exhibit G (HIPAA Business Associate Addendum) attached to this contract.

- L. Pursuant to Subsection (l) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b), Contractor shall implement Department of Health Care Services (DHCS)-approved Electronic Visit Verification (EVV) solutions for Medicaid-funded personal care services and home health care services. EVV is a telephone and computer-based solution validating that in-home service visits occur. EVV solutions shall verify the: a) type of service performed; b) individual receiving the service; c) date of the service; d) location of service delivery; e) individual providing the services; and f) time the service begins and ends.

Contractor and subcontractors shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 Code of Federal Regulations (CFR) Part 164 to prevent use or disclosure of the information as provided for by this Agreement.

- M. Participate in, and allow staff (as appropriate) to participate in, any state-mandated meetings, trainings, webinars, teleconferences, workshops, and/or other conferences to be determined.

6. Data Collection and Reporting

The Contractor shall:

- A. Submit completed Biannual Progress Reports (PRs) timely. PRs include but are not limited to: staffing/vacancies, staff qualifications, participant counts by county served, subcontractors, critical incident reporting, and the QA/QI plan.
- B. Ensure that responses to drills and requests for information are accurate, complete, and received on or before the required response date.
- N. C. Manually enter or import demographic, eligibility and enrollment, and service data for MCWP participants into the OA care data system Note: It is expected that the current system, the AIDS Regional Information and Evaluation System (ARIES) will be replaced by HIV Care Connect in or around April 2024.

7. Participant Informing

The Contractor shall:

- A. Inform participants of their right to choose to participate in MCWP and case management rights. The participant shall sign and date the *Informed Consent/Agreement to Participate* and be provided a copy.
- B. Provide written notification to all applicants at initial application and to all existing MCWP participants that, as mandated reporters, case managers must identify and report instances of abuse, neglect, and exploitation. Additionally, participants must be

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instructed by case managers on how to self-report abuse, neglect, and exploitation. The participant shall acknowledge provision of this information by signing and dating appropriate form(s) and shall be provided a copy.

- C. Inform MCWP participants of the right to file a grievance on adverse actions taken by the Contractor. The participant shall acknowledge the provision of information by signing and dating appropriate form(s) and shall be provided a copy.
- D. Inform MCWP participants of limits on MCWP services and the \$33,937 per participant, per calendar-year cap. Administrative expenses do not apply to the annual cap.
- E. Provide written notification to all existing MCWP participants, of any decision to deny, reduce, or discontinue MCWP services.

The Contactor shall state the reason for the action and provide all applicants and all existing MCWP participants the State Fair Hearing Request document (*Your Right to Appeal/Notice of Action*). The participant shall acknowledge provision of information by signing and dating appropriate form(s) and shall be provided a copy.

- F. Inform MCWP participants of the requirement for written authorization(s) to exchange confidential information and ensure the participant signs and dates the authorization(s) and provide a copy of signed forms to participant.

8. Staffing

The Contractor shall:

- A. Designate a Project Director (PD) to provide oversight of this contract. The PD has the overall responsibility for administering the MCWP, assuring compliance with terms of this contract, and serving as primary representative of the Contractor. The PD is prohibited from providing direct care services. The Contractor shall immediately notify OA in writing when an existing PD is vacating the position and when a new PD is designated.
- B. Employ professional case management staff, qualified by education and experience.

Case Management Staff Qualifications:

Nurse Case Manager (NCM)

- Registered Nurse (RN) licensed by the State of California, with two years experience as an RN, with at least one year in community nursing. A Bachelor of Science degree in Nursing (BSN) and/or Public Health Nurse Certificate is desirable but not mandatory.

Social Worker Case Manager (SWCM)

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- Licensed Clinical Social Worker (LCSW), Marriage and Family Therapist, or Psychologist licensed by the State of California, or
 - Minimum of a Bachelor's degree in Social Work, Psychology, Counseling, Rehabilitation, or Sociology and one year of experience in clinical case management.
- C. Provide to OA the resume or curriculum vitae, California licensure, and proof of academic credentials for review and approval prior to appointment of a new project director or new case manager.
- D. Provide appropriate staffing standards and staff to participant ratios to carry out the requirements of this contract:
- One full-time equivalent NCM, and
 - One full-time equivalent SWCM for up to 55 participants.
- E. Ensure staff complete annual Privacy and Security training (signed Health Information Portability and Accountability Act (HIPAA) training certificate), HIV/AIDS training (e.g. universal blood and body precautions, modes of transmission, or current HIV/AIDS trends, etc.) and Critical Incidents training and orientation including Adult Protective Services (APS)/Child Protective Services (CPS) reporting.
- F. Maintain a system to verify Contractor staff and subcontractor qualifications, training and licensure-

9. Fiscal

- A. The Contractor shall develop, implement, and maintain written fiscal policies and procedures that address:
- i. Tracking and monitoring of services ordered, delivered, and billed, including the usage of Contractor's usual and customary rates and program billing codes as specified by the *Medi-Cal Inpatient/Outpatient Provider Manual* (Part 2 –Medi-Cal Waiver Program) -referenced in Exhibit E, Provision 4 of this agreement.
 - ii. Developing a tracking system to monitor vouchers given to participants for Waiver services. Vouchers are used for transportation services (such as gas cards, taxi tokens, bus tickets/passes), nutritional supplements, or home-delivered meals. Contractors who distribute vouchers to participants must ensure the dollar amount is consistent with the amount of services detailed in the PCSP. The tracking system must include the participant's name, staff person who distributed the voucher, date of the disbursement, voucher dollar amount, voucher serial number, and participant signature indicating that the participant utilized the voucher consistent with the MCWPP.
 - iii. Tracking costs of services (excluding Waiver services, not otherwise specified, aka Administrative Expenses) for each participant to ensure that the \$33,937 spending cap per participant per calendar year is not exceeded.

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- iv. Ensuring separation of duties between fiscal and case management staff in order to avoid real or apparent conflict(s) of interest, to the extent possible based on Contractor's staffing structure.
 - vi. Reimbursing of subcontractors within 30 calendar days of the Contractor receiving payment from DHCS.
 - vii. Maintaining adequate fiscal, PCSP, and documentation in participant record to support the appropriateness of expenditures incurred by the Contractor under the terms of this agreement, including signed documentation from participants for services received. If the appropriateness of expenditures cannot be determined because records of the Contractor are nonexistent or inadequate according to generally accepted accounting principles, the questionable cost(s) shall be disallowed by DHCS and are subject to recovery. If expenditures are disallowed under this paragraph, the Contractor has a right to appeal. Make available such documentation to OA for review, as proof appropriateness of expenditures incurred, as needed.
 - viii. Complying with all the established standards set forth in 2 CFR 200 *et seq.*, 2 CFR *et seq.* for state and local governments and non-profit/for-profit organizations per Exhibit F, Provision 12 of this agreement.
- B. The Contractor must undergo an annual single, organization-wide financial and compliance audit in accordance with the requirements specified in Exhibit F, Provision 12 of this agreement. Audit documents must be provided to OA annually for tracking purposes.
- C. In addition to the terms and conditions related to audit and record retention listed in Exhibit F, Provision 13 of this agreement, Contractor must maintain all participant records (hardcopy and/or electronic) for a period of three and one half years past the participant's final disenrollment date, or a longer period as provided by applicable statute.

10. Subcontracts

- A. The Contractor is not permitted to provide direct care services to MCWP participants, except with prior written approval from OA. This applies to any person or entity related to or affiliated with the Contractor, any person or entity with which or whom the Contractor has substantial financial interest, or any person or entity having a financial interest in the Contractor.
- B. The Contractor is responsible for reviewing Medi-Cal's debarred and ineligible provider list prior to subcontracting with a service provider and is required to subcontract with a sufficient number of service providers to allow the participant or legal representative a choice from at least three providers for each MCWP service whenever possible.
- C. If the Contractor is unable to identify and secure qualified subcontracted providers within their service area and has the capacity to provide the direct care services in-

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house, OA may grant the Contractor temporary written exemption to provide these services, contingent on program compliance.

- D. To request an exemption, the Contractor must submit to OA qualifications of staff providing services, a carefully documented good faith effort demonstrating attempts to locate and secure qualified providers, including outreach efforts, solicitation methods, and reasons for the inability to secure subcontracts within the Contractor's service area.
- E. Subcontractors must agree to the current approved Medi-Cal rates for services. Rates that are higher than Medi-Cal rates cannot be approved, and the Contractor cannot subsidize the standard Medi-Cal rates with other funding sources. Under no circumstances may any Contractor augment rates for the MCWP or bill for more than the Medi-Cal rate. Additionally, Contractor must not pay subcontractors rates lower than the approved Medi-Cal rates for services.
- F. The subcontractor solicitation and selection process shall be based upon equitable criteria, provide for adequate publicity, and shall screen out potential subcontractors that are not willing to take the approved Medi-Cal rates and/or are not qualified to provide the needed services.
- G. The Contractor shall verify that the subcontractor and subcontractor staff meet licensing and certification requirements on an annual basis and maintain continuous proof of licensure/certification by subcontractor and subcontractor staff at all times, including verification that the subcontractor and staff are not on the Medi-Cal's debarred and ineligible provider list.
- H. By January 31 and July 31 of each year, the Contractor shall submit a listing of all subcontractors to OA in their biannual progress report, which includes the subcontractor name and the services provided.
- I. The subcontractor shall be required to bill the Contractor within 30 calendar days of services to their participants. The Contractor shall reimburse the subcontractor within 30 calendar days after receiving reimbursement from the Department of Health Care Services.
- J. It is the Contractor's responsibility to have a system in place to verify that the services being billed for have been provided by subcontractors to participants and that the rate billed to the State and paid to the subcontractors align with the approved Medi-Cal rates (see Provision 9 A).
- K. Subcontracts for MCWP services must be signed by both the Contractor and subcontractor before services are provided. Under no circumstances shall subcontractors provide services without a valid contract signed by both parties. The State assumes no obligation of payment for services rendered if a valid contract does not exist between the Contractor and subcontractor. Subcontracts are subject to OA review and/or approval.

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- L. In addition to the terms and conditions related to subcontracting requirements set forth in this provision and in Exhibit D, Provision 3 of this agreement, the subcontracts for MCWP services shall contain, at minimum, the following elements:
- i. The title of the program: assuring services specific to the MCWP are provided by subcontractor.
 - ii. The term of the contract: start and end dates, as well as methods of amendment and termination.
 - iii. Scope of Work: a description of services to be performed and responsibilities of the subcontractor.
 - iv. A provision indicating that the subcontractor must maintain current licensure, if applicable to the service, or risk immediate termination of contract in the event of non-compliance.
 - v. A provision indicating that the subcontractor accepts the current approved Medi-Cal rates for all MCWP services rendered.
 - vi. Provisions ensuring subcontractor will obtain a signed Confidentiality Statement from each staff member.
 - vii. Provisions ensuring subcontractor completes annual Privacy and Security training (signed HIPAA training certificate), HIV/AIDS training (e.g. universal blood and body precautions, modes of transmission, or current HIV/AIDS trends, etc.) and Critical Incidents training and orientation including APS/CPS reporting for all direct care service staff.
 - viii. A provision which states that the subcontractor is contractually bound to and governed by all the terms and conditions, laws, regulations, and contractual obligations to which the Contractor is bound under this agreement.

11. OA Responsibilities

OA shall maintain a formal system to ensure that the health and welfare of individuals served, and program requirements are continuously met. This shall be accomplished through:

- A. The 1915(c) HCBS MCWP Waiver is the governing document for the MCWP. Policies and procedures and all other related MCWP manuals, documents, policy letters, and memorandums contained within the MCWP will be supplanted by the Waiver. OA will promptly communicate all CMS-approved Waiver changes and updates to the MCWP agencies through an All Project Directors' Letter (APDL), a contract amendment, and updates to the MCWPP.
- B. Certification of NF LOC qualifications as defined in Title 22 of the California Code of Regulations, Sections 51334 and 51335. NF LOC certification for new enrollments including review and evaluation the initial nursing assessment, initial psychosocial assessment, CFA score and enrollment form. For NF LOC approvals, enrollment date shall not be prior to the date the comprehensive package was submitted to OA for review and approval. For NF LOC denials, OA will promptly notice MCWP agencies about the denial and reason for denial.

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- C. Conduct Program Compliance Reviews (PCRs) for Contractors at least once every 24 months, in collaboration with DHCS monitoring staff on-site, virtually, and/or through secure electronic systems. PCRs include but are not limited to review of participant records, policies and procedures, fiscal, staffing, subcontractor records, and HIPAA compliance. OA may discuss program issues, provide technical assistance (TA), and/or periodically participate in IDTCCs.
- D. Provide a Summary of Findings Report with identification of deficiencies and concerns within 30 days of the PCR and follow-up on the corrective action plans submitted by the Contractor within 60 days, consistent with the significance and nature of the deficiencies.
- E. Ensure financial integrity of the payments for MCWP services by reviewing representative samples of paid claims data and monitoring the utilization of services for ordered, delivered, and accurately billed direct care services.
- F. Promptly refer billing issues encountered by Contractor to DHCS in order to obtain a timely resolution.
- G. Provide technical assistance to Contractors on an ongoing basis through webinar, telephone, e-mail or letters, on-site, and/or regional meetings.
- H. Conduct orientation webinars, telephone calls, and/or onsite assistance for newly hired project directors and case management staff as needed.
- I. Provide biannual progress report and critical incident templates in a timely manner.
- J. Ensure submission, review, and follow up (as necessary) of annual audits or financial statements obtained by Contractors per Provision 12, "Financial and Compliance Audit Requirements" found in Exhibit F of this agreement.
- K. Hold biannual virtual webinars or teleconferences with PDs and case management staff to provide program updates.