

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE II. MULTIPURPOSE SENIOR SERVICES PROGRAM (MSSP) OVERVIEW

The MSSP is a Medi-Cal waiver program authorized pursuant to Section 1915(c) of Title XIX of the Social Security Act. The primary objectives of the MSSP are to:

1. Avoid the premature placement of frail older persons in nursing facilities
2. Foster independent living in their communities

California Department of Aging (CDA) contracts with local government entities and private nonprofit organizations for local administration of the MSSP throughout the State. The Contractor is responsible for arranging for and monitoring community services to the MSSP Waiver Participant population in the catchment area identified in Exhibit E of this Agreement. Individuals eligible for MSSP must be age sixty-five (65) or older; meet the eligibility criteria as a Medi-Cal recipient with an eligible Medi-Cal Aid Code for MSSP as described in the MSSP Medi-Cal Aid Codes, Exhibit D, of this Agreement; be certifiable for placement in a nursing facility; live within a site's catchment area; be served within the program's cost limitations; and be appropriate for care management services.

The Contractor uses a care management team to assess eligibility and need, and provide for delivery of services. The Contractor is reimbursed for expenditures through a claims process operated by the State's Medi-Cal Fiscal Intermediary and a PLAN(S) (see definition in Exhibit D, Article I.).

ARTICLE III. MSSP PROGRAM OPERATIONS

The Contractor shall be responsible for all care management obligations including processing Waiver Participant applications, determining eligibility, conducting assessments, developing care plans, case recording and documentation, and providing follow-up. The Contractor shall directly provide or arrange for the continuous availability and accessibility of all services identified in each Waiver Participant's care plan. The Contractor shall also ensure that the administrative integrity of the MSSP is maintained at all times. In order to maintain adequate administrative control, the Contractor shall incorporate the following components into the scope of operations:

A. Care Management Team

1. The Contractor shall maintain and have on file a written description and an organizational chart that outlines the structure of authority, responsibility, and accountability within the MSSP and the MSSP parent organization. The Contractor shall provide to its assigned CDA analyst, a copy of the organization chart within thirty (30) days of the execution of this Agreement.
2. The Contractor shall employ a care management team, which consists of a social worker and a registered nurse, that meet the qualifications set forth in

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

the Waiver. The care management team shall determine Waiver Participant eligibility based on the criteria specified in the MSSP Site Manual. This team shall work with the Waiver Participant throughout the care management process (e.g., assessment, care plan development, service coordination, and service delivery).

3. The care management team shall: 1) provide information, education, counseling, and advocacy to the Waiver Participant and family, and 2) identify resources to help assure the timely, effective, and efficient mobilization and allocation of all services, regardless of the source, to meet the Waiver Participant's care plan goals.
4. The Contractor shall annually self-certify that staff meet the requirements as outlined in the MSSP site manual as well as participate in required trainings.

B. Care Plan

1. The Contractor's Care Management Team shall perform the MSSP Waiver Participant's assessments and work with the MSSP Waiver Participant, family, PLAN(S), and others to develop a care plan covering the full range of required psycho-social and health services. The Care Management Team shall continue to work with the MSSP Waiver Participant to assure that the Waiver Participant is receiving and benefiting from the services and to determine if modification of the care plan is required.
2. Such MSSP subcontracts shall specify terms and conditions and payment amount and shall assure that subcontractors shall not seek additional or outstanding unpaid amounts from the MSSP Participant or the PLAN(S).

C. Purchased Waiver Services

The Contractor may purchase MSSP Purchased Waiver Services when necessary to support the well-being of a MSSP Waiver Participant.

1. Prior to purchasing services, the Contractor shall verify, and document its efforts, that alternative resources are not available (e.g. family, friends and other community resources). Approved Purchased Waiver Services are listed and defined in the MSSP Site Manual.
2. The Contractor may either enter into contracts with subcontractors to provide Purchased Waiver Services or directly purchase items through the use of a purchase order.

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

3. The Contractor shall maintain written, signed and dated, subcontracts for the following array of Purchased Waiver Services as defined in MSSP Site Manual at all times during the terms of this Agreement:
 - a) Adult Day Support Center (ADSC) and Adult Day Care (ADC)
 - b) Housing Assistance
 - c) Supplemental Personal Care Services
 - d) Care Management
 - e) Respite Care
 - f) Transportation
 - g) Meal Services
 - h) Protective Services
 - i) Special Communications
4. The Contractor shall assure that its subcontractors have the license(s), credentials, qualifications or experience to provide services to the MSSP Participant.
5. The Contractor shall be responsible for coordinating and tracking MSSP Purchased Waiver Services for a MSSP Waiver Participant.
6. The Contractor shall operate a Multipurpose Senior Services Program at a location and in a manner approved by the State, ensuring that Waiver Participant inquiries and requests for service(s) receive prompt response.

D. Case Files

The Contractor shall maintain an up-to-date, centralized, and secured case file record for each Waiver Participant, consisting, at a minimum, of the following documents prescribed by CDA:

1. Application for the Multipurpose Senior Services Program
2. MSSP Authorization for Use and Disclosure of Protected Health Information
3. Client Enrollment/Termination Information
4. Level of Care Certification (LOC)
5. MSSP Initial Health Assessment, MSSP Initial Psychosocial Assessments, and MSSP Reassessments

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

6. Care Plan, Progress Notes, and Service Planning and Utilization Summary (SPUS)
7. Waiver Participant monthly progress notes and other Waiver Participant-related information (e.g., correspondence, medical/psychological/social records, service delivery verification)
8. Denial or discontinuance letters (Notice of Action)
9. Termination Documents
10. Fair Hearing documentation

E. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site. The Contractor shall:

1. Maintain office space with proper security and climate control for on-site computer hardware, e.g., terminals, processors, modems, and printers.
2. Provide adequate staff for timely, accurate, and complete MIS data input, including but not limited to:
 - a. Waiver Participant name, MSSP Waiver Participant number, Medi-Cal Aid Code, county code, Medicare and Social Security numbers, birth date, level of care, emergency contact information, physician information, and demographic information
 - b. Tracking of waiver services and costs
 - c. Enrollment and termination dates
 - d. Provider Index Report
3. Accommodate State-required changes in MIS procedures which may be necessary from time to time.
4. Generate reports as required by the State.
5. Submit to CDA by the 5th of the month, the end-of-month Waiver Participant count for the preceding month. The end-of-month Waiver Participant count consists of the number of Waiver Participants actively

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

enrolled in MSSP on the last (business) day of the reporting month. This does not include Waiver Participant cases closed (or terminated) during the reporting month.

6. Verify all service data within ninety (90) calendar days of the date of service. The Contractor shall submit this data to CDA by the 5th calendar day of the following month ninety-five (95) days from the end of the month of services).
7. Submit (Waiver) service claims to the State's Medi-Cal Fiscal Intermediary, per instructions stated in the Medi-Cal Provider Manual.

F. Enrollment Levels

The Contractor shall maintain a monthly active participant count equal to one hundred percent (100%) of its budgeted waiver slots. This is a performance requirement to ensure compliance with the terms and conditions of this Agreement and Waiver requirements. If the Contractor's active participant count falls below ninety-five percent (95%) of the number of budgeted waiver slots for more than three (3) consecutive months, the Contractor shall be required to submit an enrollment plan for review, approval and monitoring by CDA.

"Active Waiver Participant count" is the total number of waiver participants served during each month. This will be the number of waiver participants enrolled in the MSSP as of the first of the month, plus the number enrolled during the month.

G. Bilingual and Linguistic Program Services

1. Needs Assessment
 - a. The Contractor shall compile a cultural and linguistic group-needs assessment of the eligible Waiver Participant population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four factors:

- (i) Number or proportion of persons with limited English-Proficiency (LEP) eligible to be served or encountered by the program.

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- (ii) Frequency with which LEPs come in contact with the program.
- (iii) Nature and importance of the services provided.
- (iv) Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Government Code Section 11135, *et seq.*, and Sections 98000-98382 of Title 22 of the California Code of Regulations.

- b. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - (i) Methodologies used.
 - (ii) The linguistic and cultural needs of non-English or LEP groups.
 - (iii) Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
- c. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

2. Provision of Services

- a. The Contractor shall take reasonable steps based upon the group-needs assessment identified in section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]
- b. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:
 - (i) Interpreters or bilingual providers and provider staff
 - (ii) Contracts with interpreter services

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- (iii) Use of telephone interpreter lines
 - (iv) Sharing of language assistance materials and services with other providers
 - (v) Translated written information materials, including, but not limited to, enrollment information and descriptions of available services and programs
 - (vi) Referral to culturally and linguistically appropriate community service programs
 - c. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible Waiver Participant population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits, and in-home visits. [22 CCR 98211]
 - d. The Contractor shall self-certify compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]
 - e. The Contractor shall notify its employees of Waiver Participants' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
 - f. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]
- 3. Compliance Monitoring
 - a. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP Waiver Participants. [22 CCR 98310]

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

- b. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
 - c. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]
 4. Notice to Eligible Beneficiaries of Contracted Services
 - a. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
 - b. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Government Code Section 11135 *et seq.* [22 CCR 98326]
 - c. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211, 98310, 98340]

H. Emergency Preparedness

1. The Contractor shall prepare and implement an emergency preparedness plan that ensures the provision of services to meet the emergency needs of Waiver Participants they are charged to serve during medical or natural disasters: a pandemic, earthquake, fire, flood, or public emergencies, such as riot, energy shortage, hazardous material spill, etc. This plan shall conform to any statewide requirements issued by any applicable State or local authority.
2. The Contractor shall adopt policies and procedures that address emergency situations and ensure that there are safeguards in place to protect and support Waiver Participants in the event of natural disasters or other public emergencies.
3. The Contractor shall ensure that emergency preparedness policies and procedures are clearly communicated to site staff and subcontractors in order to provide care under emergency conditions and to provide for back-up in the event that usual care is unavailable.

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

4. The Contractor shall develop an emergency preparedness training plan to be provided to all staff at least annually or as needed when new staff are hired. The training shall consist of:
 - a. Familiarity with telephone numbers of fire, police, and ambulance services for the geographic area served by the provider
 - b. Techniques to obtain vital information from older individuals who require emergency assistance
 - c. Written emergency procedures for all staff that have contact with older individuals
5. The Contractor shall develop a method for documenting the emergency preparedness training provided for all staff.
6. The Contractor shall develop a program for testing its emergency preparedness plan at least annually.

I. Other Provisions

1. The Contractor is relieved of all obligations to arrange for and provide services to a Waiver Participant under this Agreement after the Waiver Participant has been terminated from the MSSP and has exhausted his/her appeal rights.
2. The Contractor shall provide a notice of termination to a Waiver Participant prior to terminating the Participant from the MSSP and shall reference the MSSP Site Manual to determine how many days' notice are required based on the type of termination code that is used.
3. The Contractor shall administer a subcontractor appeal and adjudication process. The subcontractor appeal and adjudication process must be included in all subcontracts. This process shall assure fair consideration and disposition of subcontractor claims against the Contractor. Final authority to decide claims shall be vested with the Contractor. The Subcontractor has no right of appeal to CDA.
4. The Contractor shall serve participants in the Catchment Area as defined in Exhibit E of this Agreement.
5. The Contractor shall abide by the MSSP Site Manual, training manuals, and other guidance issued by the CDA MSSP Branch. The Contractor

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE III. MSSP PROGRAM OPERATIONS (Continued)

shall comply with any and all changes to State and federal law. The Contractor shall include this requirement in each of its subcontracts.

6. The Contractor shall make staff available to CDA for training and meetings which CDA may find necessary from time to time.
7. The Contractor must notify CDA, in writing, of any change of address. The notice must be on agency letterhead and addressed to the MSSP Branch Chief Manager within thirty-five (35) days of relocation. An Agency Contract Representative form shall be required as stated in Exhibit D, Article XIX.

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL

A. Management Information Systems (MIS)

The Contractor shall maintain and operate an MIS at its site for submission of encounter data to PLAN(S), consistent with Exhibit A, Article IV., Section H, Encounter Data Submission.

B. Notice Requirements

The Contractor shall be responsible for providing written notice to PLAN(S) as follows:

1. Within five (5) business days after the following occurrences:
 - a) Disenrollment of a MSSP Waiver Participant from MSSP due to death, relocation, or voluntary disenrollment.
 - b) Enrollment in the MSSP Waiver of a PLAN Member who was not referred by PLAN(S).
 - c) Referral of a PLAN(S) Member to MSSP by non-PLAN(S) sources.
 - d) Determination by the Contractor that an MSSP Applicant referred by the PLAN(S) is ineligible for enrollment in MSSP.
 - e) Placing PLAN(S) Member on a wait list.
 - f) Enrollment of a PLAN(S) Member MSSP Applicant from the wait list to MSSP.
 - g) Change of the Contractor ownership or legal name.
 - h) Transition of MSSP Waiver Participants to another Contractor and location.
 - i) Denial or discontinuation of services.
2. Within thirty-five (35) days of relocation of a MSSP site.

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING UNDER THE COORDINATED CARE INITIATIVE (CCI) PAYMENT MODEL
(Continued)

3. Within one hundred and eighty (180) days prior written notice to PLAN(S) of termination of the Contractor's agreement with PLAN(S).
4. Within thirty (30) days written notice to State of California prior to termination of the Contractor's Agreement with PLAN(S).

C. Transition Plan

In the event of termination of this Agreement, the Contractor shall work collaboratively with PLAN(S) to develop a plan to ensure safe transition of Waiver Participants out of MSSP.

D. Enrollment Verification

The Contractor shall verify monthly whether the MSSP Waiver Participant remains eligible for Medi-Cal and in which managed care PLAN(S) the MSSP Waiver Participant is enrolled. The Contractor shall verify PLAN(S) enrollment using the Medi-Cal Eligibility Determination System (MEDS) and/or directly with PLAN(S). This verification should occur prior to submitting monthly claims to PLAN(S) as outlined in Exhibit B, Article V., Section A.

1. Unencrypted Member electronic Protected Health Information (ePHI) sent to entities outside of the contracted PLAN(S) using internet-based services must be secured using virtual private networks (VPN), secure socket layer (SSL), transmission layer security (TLS), secure file transport protocol (SFTP), or other method that can encrypt communications over the public internet; and
2. Removable storage devices used to store ePHI must be encrypted before being sent to entities outside of PLAN(S).

E. Orientation

The Contractor shall provide orientation of MSSP to designated staff of PLAN(S).

F. Referrals

The Contractor shall establish a mechanism to receive referral of Members who are enrolled in the Medi-Cal PLAN(S) for Managed Long-Term Services and Support and are potentially eligible for the MSSP Program.

**Scope of Work – Exhibit A from MSSP
Multipurpose Senior Services Program 2016-17**

**ARTICLE IV. ADDITIONAL PROVISIONS SPECIFIC TO CONTRACTORS OPERATING
UNDER THE CCI PAYMENT MODEL (Continued)**

G. Care Coordination

The Contractor shall coordinate and work collaboratively with PLAN(S) on care coordination activities surrounding the MSSP Waiver Participant including, but not limited to, coordination of benefits between PLAN(S) and the Contractor to avoid duplication of services and coordinate Care Management activities particularly at the point of discharge from the MSSP.

H. Encounter Data Submission

1. The Contractor shall submit monthly to PLAN(S) zero-cost electronic encounter data for all MSSP Waiver Services rendered to MSSP Waiver Participants.
2. The Contractor shall submit all encounter data within three (3) months from the end of the month that service was provided.