Minuteman
SENIOR SERVICES

Standards of Service

I. POLICIES AND PROCEDURES – GENERAL:

1. The Provider will employ a sufficient number of staff to adequately perform designated responsibilities.

2. The Provider shall comply with Equal Employment Opportunity and Affirmative Action requirements.

3. The Provider agrees that no worker will solicit and/or accept gratuities or payment from consumers served under this contract.

4. The Provider will be evaluated at an on-site audit by MSS to confirm compliance with the Executive Office of Elder Affairs' requirements and Minuteman Senior Services Standards for Service(s).

5. The Provider shall instruct its employees on conflict of interest issues.

6. The Provider shall instruct its employees on reporting procedures for suspected cases of abuse, neglect, mistreatment, and misappropriation of consumer property.

7. The Provider and MSS, their employees, subcontractors, and any other of their agents in the performance of this Agreement are acting in an independent capacity and not as officers or employees of the Executive Office of Elder Affairs or the Commonwealth of Massachusetts.

8. The Provider shall indemnify and hold harmless MSS, the Executive Office of Elder Affairs, and the Commonwealth from and against any and all liability, loss, damage, costs, or expenses which MSS, the Executive Office of Elder Affairs, or the Commonwealth may sustain, incur, or be required to pay for any claims or suits arising out of or in connection with the Provider's breach of its obligations under the Agreement, or any negligent action or inaction or willful misconduct of the Provider, or any person employed by the Provider, or any of its subcontractors, provided that the Provider is notified of any claims within a reasonable time from when MSS or the Executive Office of Elder Affairs becomes aware of the claim and the Provider is afforded an opportunity to participate in the defense of such claims.

9. The Provider is responsible for any direct, consequential, incidental, or other damages that MSS suffers as a result of the Provider's breach of its obligations hereunder, or damages arising out of or in connection with the Provider's performance of the Agreement.

10. The Provider agrees to follow the Office of the Inspector General's regulation regarding the exclusion list. Refer to http://www.oig.hhs.gov/exclusions/background.asp.

11. The Provider shall maintain all hard copy consumer records in secure, locked files. Access to consumer records shall be limited to Provider staff involved with the direct care of the consumer and appropriate administrative staff. The Provider shall employ appropriate administrative and technical safeguards to ensure the security of electronic consumer data.

II. POLICIES AND PROCEDURES – PREVENTION AND DETECTION OF FRAUD, WASTE, AND ABUSE:

1. The Provider acknowledges that it is required under federal and state law to have policies and procedures to prevent and detect fraud, waste, and abuse in federally funded health care programs. The Provider is also required to educate employees about such laws.

2. Federal Law: The False Claims Act (FCA) imposes liability on any person who submits a claim to the federal government that he or she knows (or should know) is false. An example may be a physician who submits a bill to Medicare for medical services she knows she has not provided. The False Claims Act also imposes liability on an individual who may knowingly submit a false record in order to obtain payment from the government. An example of this may include a government contractor who submits a record that he knows (or should know) is false and that indicates compliance with certain contractual or regulatory requirements. The third area of liability includes those instances in which someone may obtain money from the federal government to which he may not be entitled, and then uses false statements or records in order to retain the money. An example of this so-called "reverse false claim" may include a hospital that obtains interim payments from Medicare throughout the year, and then knowingly files a false cost report at the end of the year in order to avoid making a refund to the Medicare program. In addition to its substantive provisions, the FCA provides that private parties may bring an action on behalf of the United States. 31 U.S.C. 3730 (b). These private parties, known as "*qui tam* relators," may share in a percentage of the proceeds from an FCA action or settlement.

3. State Law: The same fraudulent acts are prohibited under state law. In addition, state law prohibits retaining property owed to the state, buying property from a state employee when the individual knows the employee is not authorized to sell it, creating false records to avoid or reduce debt to the state, and failing to disclose an inadvertent false claim upon discovery.

4. Penalties: Under federal law, the civil penalty is not less than $5,000 or more than $100,000, plus three times the amount of damages sustained because of the fraudulent act. Under state law, the penalty is between $5,000 and $10,000, three times the damages sustained, plus expenses for the civil action required for recovery.

5. Whistleblower Protections: The False Claims Act provides protection to whistleblowers who are discharged, demoted, suspended, threatened, harassed, or in any other manner discriminated against in the terms and conditions of their employment. Remedies include reinstatement with comparable seniority, two times the amount of any back pay, interest in any back pay, and compensation for any special damages sustained as a result of the discrimination, including litigation costs and reasonable attorneys' fees.

6. The provider shall have policies and procedures that educate all staff on the False Claims Act and state law regarding fraud, waste, and abuse; explain whistleblower protections; provide a process to report fraud, waste, and abuse; and establish internal audit controls. This information shall be included in any employee handbook.

7. Providers shall notify MSS immediately regarding any alleged or suspected fraud, waste, or abuse in programs or services provided to consumers in the Home Care Program.

III. PROVISION OF SERVICES:

1. In accordance with PI-11-07 issued by the Executive Office of Elder Affairs, the Provider may not require any current or prospective direct care worker to agree to a non-compet clause as a condition of employment. As used in this paragraph, a non-compete clause is any contractual provision that attempts to preclude the employment of or impose restrictions on the employment of a direct care worker by another Home Care Program provider.

2. In accordance with PI-11-06, providers must ensure to the best of their ability that consumers who are Risk Level 1 do not experience a service interruption and that consumers who are Risk Level 2 have service priority. In order to meet the needs of these consumers, providers may reassign workers from consumers with Risk Level 4 (first) and Risk Level 3 (if necessary).

3. The Provider agrees to take all responsible steps to ensure adequate availability of service.

4. The Provider shall, at a minimum, orient all staff to:

    a. The nature of home care and its services;
    b. Issues related to working with the elderly and disabled adults;
    c. The services delivered under this contract and the procedures for delivering those services; and
    d. Other training requirements delineated in the Attachment A to the Provider Agreement for each service.

5. The Provider will not increase, decrease, or in any way alter the type and amount of authorized service to be delivered, without prior consultation with the appropriate MSS staff.

6. The Provider will communicate all relevant consumer information to the appropriate MSS staff member including, but not limited to, the following: changes in workers' schedules; changes in consumers' health and home environment. No changes are to be made in workers' schedules without prior notification to the appropriate MSS staff member.

7. The Provider will maintain all hard copy consumer records in secure, locked files. Access to consumer records shall be limited to provider staff involved with the direct care of the consumer and appropriate administrative staff. The Provider will employ appropriate administrative and technical safeguards to ensure the security of electronic consumer data.

IV. SERVICE AUTHORIZATIONS:

1. Authorizations: Oral authorizations will be supported by a web-based product, Provider Direct. The authorizations should be checked for consistency against the oral authorizations and any questions referred to the care manager or care management supervisor.

2. Authorized Units Per Period – units billed for one month cannot exceed total units authorized for that same period and further must be rendered as shown on the individual authorization. **Minuteman Senior Services will not reimburse for units of service delivered in excess of the units of service authorized**.

V. BILLING REQUIREMENTS:

1. If MSS determines that the Provider received payments not authorized under this Agreement, the Provider shall reimburse MSS upon demand or in an alternate manner determined by MSS.

2. Invoices must be received in the Fiscal Department by the 15th of the month following the last date of the Billing period.

3. Billing Period:

   - The billing period must be for one calendar month only.
   - A week is defined as the seven-day period commencing Sunday, 12:01 midnight. Delivered service should correspond to authorizations based on a weekly schedule for that period.
   - If necessary, late invoices for a prior month must be submitted as a supplemental bill, by the 15th of the month, with a separate billing and separate billing summary sheet. Late invoices beyond 45 days of service will not be paid.

VI. INVOICING PROCESS:

1. For services provided to Minuteman Senior Services consumers, the Provider must submit its monthly invoice using Provider Direct, a web-based product, unless directed otherwise. Training will be provided by MSS.

Provider:

_____

Provider Authorized signature

_____

Title

_____

Printed Name

_____

Date