

DIVISION OF DEVELOPMENTAL DISABILITIES SERVICES

APPENDIX A

DIVISIONAL REQUIREMENTS FOR SPECIFIED VENDORS

Section 1.0 - PURPOSE

- 1.1 The purpose of this Agreement is to specify the conditions, obligations, and duties of the respective parties with regard to the provisions of all Home and Community Based Services authorized by Division of Developmental Disabilities Services.

Section 2.0 - LAWS, RULES, POLICIES AND PROCEDURES

- 2.1 The VENDOR, shall conduct its business and provide its services in compliance with all applicable State and Federal laws, rules, policies and procedures which are incorporated into this Agreement by reference, including with and without limitations, the laws, rules, policies and procedures that are listed and referenced on the websites located at the following URL addresses:

Division of Developmental Disabilities Policies:
http://dhss.delaware.gov/ddds/ddds_policy_main.html

Division of Developmental Disabilities Services Provider Standards for Home and Community Based Services:
[Developmental Disabilities Policies - Delaware Health and Social Services - State of Delaware](#)

DMAP Provider Specific Policy for DDDS Lifespan Home and Community Based Waiver and State Plan Rehabilitative Services for Persons with Intellectual Developmental Disabilities:
[Delaware Medical Assistance Portal for Providers > Home](#)

Section 3.0 - PAYMENTS

- 3.1 By the fifth business day of each calendar month immediately following the month services were provided (the "Invoice Deadline"), the VENDOR shall submit monthly invoices to Division of Developmental Disabilities Services (DDDS) for non-Medicaid reimbursable services included in this Agreement. Invoices will include:
- a. Monthly utilization data for DDDS service recipient using the appropriate modules in the electronic case record system approved by the DIVISION. Utilization data recorded in the electronic case record system Billing Module is to be in DDDS-approved status and format and released to the DDDS Contract Administrators no later than the Invoice Deadline.
 - b. At minimum, each invoice must contain the following information:
 - i. Vendor name
 - ii. Address, phone number, and tax identification number
 - iii. Unique invoice number

- iv. Units of service by service recipient, by rate, location, and date of service
 - v. Monthly fleet report
- c. For invoices not submitted via the electronic case record system, the DIVISION requires the VENDOR to use the invoice template created by the DIVISION that can be found at the following link under the FORMS heading:
- d. The VENDOR is responsible for ensuring the documentation of all services regardless of funding source complies with Medicaid standards exists at the time the invoice or claim is submitted for each service billed to the Division of Developmental Disabilities Services or Division of Medicaid & Medical Assistance.
- i. Invoices or claims submitted for which a Medicaid compliant billable note is not present may be denied for Payment. VENDOR may request technical assistance from the DIVISION to ensure that it fully understands the Medicaid documentation requirements.
 - ii. VENDOR is responsible for developing an internal pre-submission review process of billing documentation for adherence to Medicaid requirements.
- 3.2 The VENDOR shall refund to the DIVISION any funds paid by DIVISION for services subsequently determined to be Medicaid reimbursable. The VENDOR has an affirmative duty to return funds to the DIVISION regardless of whether the DIVISION initiates this action.
- 3.3 The VENDOR understands all Lifespan Waiver and State Plan Rehabilitation services must be prior authorized by DIVISION in order to receive payment for any service provided.

Section 4.0 - VENDOR RESPONSIBILITIES

- 4.1 The VENDOR must use the specified modules within the electronic case record software designated by the DIVISION to record data to include at least one billable note for each service delivered for each service day and other information as directed for services provided to each DDDS service recipient.

DDDS Provider Standards for Home and Community Based Services:

https://dhss.delaware.gov/dhss/ddds/ddds_policy_main.html

- 4.2 The VENDOR shall notify the appropriate DDDS Support Coordinator or Community Navigator of all requested changes in services. Notifications shall be made in writing within two business days of receiving the request. In the event of a change in services, the VENDOR shall continue to provide services at the current level under a Person-Centered Transition Plan as approved by DIVISION and mutually agreed upon between the individual, guardian/advocate, and team. Transition plan required elements would include, but not be limited to, a listing of supports, services and timelines for proposed transition.
- 4.3 The VENDOR shall deliver and appropriately document services as developed by the DDDS service recipient and team in accordance with the Person-Centered Plan or other format as specified by the DIVISION.

- 4.4 The VENDOR shall document services provided to DDDS service recipients that are consistent with the type of services that are authorized as defined in Appendix B of this contract.
- 4.5 The VENDOR shall not attempt to restrict or coerce a DDDS service recipient to receive any service from a particular VENDOR. DDDS service recipients may choose any combination of service VENDORS as specified in the Person-Centered Plan. The VENDOR shall notify the DIVISION of any changes of services.
- 4.6 The VENDOR shall implement, as approved by the DIVISION, a system through which DDDS service recipients may present grievances about the operation of the service program. The VENDOR must advise DDDS service recipients and their families, decision-makers or legal guardians, as appropriate, of the right to grieve the provision of services, which includes failure to recognize a DDDS service recipient choice of VENDOR or service.
- 4.7 The VENDOR shall cooperate fully with all investigations conducted by the DIVISION and/or Law Enforcement and all others having legal authority to conduct such investigations. As such, the VENDOR shall ensure that all employees report to the Office of Incident Resolution all suspected abuse, neglect, financial exploitation and all other reportable incidents, injuries and occurrences as required by the DIVISION using the appropriate reporting mechanisms.
 - a. The VENDOR shall cooperate with the DIVISION in connection with the execution of quality assurance and monitoring, activities, including but not limited to; general information requests, planned and unannounced site visits, investigations, audits, assessing staff competency and fitness for duty assessment of staff training records, quality service reviews (QSRs) and personal spending record reviews (PSRs).
- 4.8 The VENDOR shall establish service-specific waiting lists and protocols. Protocols shall include enrollment of new participants based on the date the referral/application is received in writing. Enrollment for services shall only be limited by agency capacity, which shall be submitted in writing to the Division annually.
- 4.9 The VENDOR shall only accept referrals from prospective service recipients requesting services to begin within 90 days of the date on which a completed application for services is received.
- 4.10 The VENDOR shall process all referrals to and from programs/services in a manner, which ensures a timely, efficient and smooth transition (minimizing, to the extent possible, disruptions in individual programs/services).
- 4.11 The VENDOR shall notify each applicant of the VENDOR'S ability to provide services within 30 days of a completed referral.
- 4.12 The VENDOR shall be responsible for verifying payment sources prior to rendering service.
 - a. The VENDOR shall assist the DIVISION in submitting applications for new or continued eligibility for all state and federal benefits to which individuals receiving services may be entitled by supplying information including but not limited to: DDDS service recipient bank statements, paystubs, start/end dates of employment, birth certificates, and other eligibility documents on a monthly basis to DDDS and upon request if necessary.

- b. The VENDOR shall submit an annual, independent financial audit report conducted by a public accounting firm or private CPA. Reports must be submitted to the DIVISION no later than six (6) months after the VENDOR's fiscal year ending date. Small vendors, for which acquiring an independent financial audit by a CPA would present a financial hardship, may request to submit an alternative financial report. Alternative financial audit reporting methods must be approved by the DIVISION in writing prior to the end of each vendor fiscal year. Audit reports must be specific to and inclusive of all Delaware operations. Submission of a consolidated parent company report with Delaware operations not itemized is not acceptable.

4.13 The VENDOR acknowledges submitting claims or invoices for units of service in excess of the number of direct support units actually provided or authorized would be considered an overpayment. Such overpayments are subject to recoupment. If DMAP or the federal entity determines that the overbilling was purposeful, the Office of Inspector General of the U.S. DHHS has the authority to sanction the VENDOR by excluding it from participation in the Medicaid and Medicare programs for a period of 5 years (see regulatory citation below).

§1003.102 Basis for civil money penalties and assessments.

- (a) The OIG may impose a penalty and assessment against any person whom it determines in accordance with this part has knowingly presented, or caused to be presented, a claim which is for...

- (1) An item or service that the person knew, or should have known, was not provided as claimed, including a claim that is part of a pattern of practice of claims based on codes that the persons knows or should know will result in greater payment to the person than the code applicable to the item or service actually provided.

4.14 The VENDOR agrees to maintain service documentation in a manner as to fully disclose the nature and extent of services delivered which include, a minimum:

- Type of service;
- Date of service;
- Place of service;
- Name of service recipient;
- Description of activities and supports provided by staff on the service date and any response by the service recipient to the staff supports, consistent with the service authorized by DDDS and the specific service goal in the person centered plan;
- Medicaid ID number of the service recipient;
- Name of Vendor;
- Signature (may be electronic) or initials of the person delivering the service (if signature and corresponding initials are on file with the provider).

4.15 In accordance with the State Medicaid Manual, 2500.2, Section A, VENDORS must have supporting documentation available at the time the claim is submitted. VENDORS will ensure supporting documentation is consistent with the service authorized by DDDS and with the goals in the service recipient's person-centered plan. The VENDOR assumes responsibility for ensuring documentation complies with standards at the time of submitting the claim or invoice. Vendors must have at least one billable note for each service delivered for each service day.

- 4.16 VENDORS must submit Medicaid claims no later than twelve months from the date of service (see DMAP General Policy Manual section 1.19.1). Vendors must maintain records to support claims for a period of three years from the date of submission of the claim unless the records are subject to an audit in which case the VENDOR must maintain records until the audit is concluded.
- 4.17 VENDORS understand services are paid by billable unit. A billable unit is the smallest unit of time a provider is authorized to bill a Medicaid Home and Community-Based Service provided by a direct care staff employed by a qualified Medicaid HCBS provider.
- 4.18 VENDOR Staff Training.
- a. The VENDOR shall be responsible for assuring training and competency of staff hired to work in DDDS contracted services in accord with the DDDS Training Policy found at: https://dhss.delaware.gov/dhss/ddds/ddds_policy_main.html
 - b. The VENDOR shall establish and maintain staff documentation records on-site for certificates or licenses that are not maintained on the DDDS designated Web-Based Training System. Records must be readily available for DDDS site surveys, investigations, or other DDDS verification efforts.
 - c. The DIVISION may offer training as resources are available, but the VENDOR is responsible for locating and securing training for staff from whatever source necessary to ensure staff is trained in accord with the DDDS Training Policy.
 - d. The VENDOR is responsible for devising, implementing and documenting verification of staff competencies after any completed staff training in accord with the training protocol/curricula. When the curricula does not provide a method of competency assessment, the VENDOR is responsible for devising, implementing and documenting a method of competency verification for each staff member.
 - e. The VENDOR is responsible for assuring proper training required to perform contracted services for any specific service identified in the service recipient's Person-Centered Plan that is not specifically included in the Training Policy.
 - f. The VENDOR is responsible for ensuring staff is trained on and has references for all DDDS Provider Standards for Home and Community Based Services that guide or affect their specific job duties found here:

https://dhss.delaware.gov/dhss/ddds/ddds_policy_main.html
 - g. Failure to achieve stable and consistent compliance with training requirements may result in DDDS offering technical assistance.
- 4.19 The VENDOR shall be responsible for maintaining and updating staffing records and reporting changes to the DIVISION.
- a. The VENDOR shall maintain timekeeping records for all professional and contracted staff, providing direct support for DDDS service recipients including the number of direct support staff per shift per location/program for each day.

- b. The VENDOR shall submit staff turnover data in a format to be provided by the DIVISION to DDDS for each calendar quarter within 10 business days of the end of the quarter.
- 4.20 The VENDOR shall inform the applicable Regional Program Director of any contact with police, fire officials and/or the news media regarding DDDS service recipients or services provided under this Agreement. This notification is in addition to the reporting of any such event that also meets the definition of a reportable incident as a general event report (GER) in the electronic case record (currently Therap) and in the DDDS incident management system (currently Harmony).
 - 4.21 The VENDOR shall be responsible for maintaining a Medicaid Compliance Plan (MCP).
 - 4.22 The DIVISION uses VENDOR meetings to communicate important information that VENDORS need to know. Therefore, it is important for the VENDOR to ensure there is at least one (1) representative present at any official meeting called by the DIVISION including but not limited to:
 - Quarterly Provider Meeting
 - Day Services Provider Meeting (as applicable)
 - Residential Services Provider Meeting (as applicable)
 - Behavior Consultant Best Practice Meeting (as applicable)
 - Nurse Consultant Best Practice Meeting (as applicable)
 - a. The meeting attendee is responsible for communicating information from the meetings to the VENDOR for distribution to staff.
 - b. If a representative cannot attend a meeting, the VENDOR is responsible for obtaining, reviewing and complying with the information communicated at the meeting.
 - 4.23 The VENDOR is responsible for designating staff within the organization to subscribe to provider email notifications from the Delaware Medical Assistance Program (DMAP).
 - 4.24 The VENDOR shall not lease or use fleet vehicles in which service recipients are transported, without prior written approval from the DIVISION. The DIVISION will not reimburse any expenses related to unapproved vehicles.

Section 5.0 - DIVISION RESPONSIBILITIES

- 5.1 The DIVISION shall make available to the VENDOR the Person-Centered Plan for each DDDS service recipient choosing to be served by the VENDOR.
- 5.2 The DIVISION will notify VENDOR of changes made to the Delaware Medical Assistance program (DMAP) Provider Specific Policy for DDDS Lifespan Home and Community Based Waiver and State Plan Rehabilitative Services for Persons with Intellectual Developmental Disabilities, DDDS Policies and Procedures, DDDS Provider Standards for Home and Community Based Services or any other documents incorporated by reference.
- 5.3. In the event that a DDDS service recipient seeks to change VENDORS or services, the DIVISION will assist the DDDS service recipient in finding a suitable alternative.

Section 6.0 - STANDARDS FOR VENDOR USE OF STATE FLEET VEHICLES

- 6.1 Any agency or business with which the DIVISION contracts for day, residential, and/or other services for which said agency or business uses a State of Delaware Fleet vehicle and Fleet fuel to transport individuals served by the DIVISION will be subject to the following standards:
- a. VENDOR shall be subject to all provisions of the State of Delaware's Office of Fleet Services' Policies and Procedures Manual, the Fleet Services Reference Guide at the following link:

<http://gss.omb.delaware.gov/fleet/index.shtml>
 - b. VENDOR shall develop, implement and maintain an effective system of monitoring and documenting Fleet vehicle use, fuel consumption, servicing, and vehicle damage; maintain a vehicle trip log in all State of Delaware fleet vehicles and will be subject to review by the DIVISION upon request; provide a monthly report to the DDDS Contract Manager providing the location, tag number and type of each Fleet vehicle using the format prescribed by the DIVISION at the link below. Fleet Services, the DDDS Fleet Services representative and the DDDS Contract Administrator must provide prior approval before a vehicle is re-assigned to an alternate location.
 - c. VENDOR shall ensure that an Authorized Driver Designation form has been submitted to Fleet Services and approved prior to staff operating a Fleet vehicle.
 - d. VENDOR shall notify Fleet Services within 24 hours of staff leaving employment or removing staff from their registry of authorized drivers so that driving privileges can be discontinued.
 - e. VENDOR shall ensure that staff who will need to fuel a vehicle is assigned and uses an individual Fleet fuel PIN number in accordance with Fleet policies and standards.
 - f. VENDOR shall submit payment within 30 days to the State of Delaware Fleet Services for monthly invoices received directly from Fleet Services for the previous service month per the monthly fixed lease charge established by the State of Delaware Fleet Services.
 - g. VENDOR shall provide a list of all vehicles leased by VENDOR from the State and/or made available by the State to VENDOR for the provision of services pursuant to the Agreement to VENDOR'S Automotive Liability Insurer(s) and ensure that VENDOR'S insurer undertakes all actions necessary to have the vehicles added and/or listed on VENDOR'S insurance on a primary non-contributory basis as to all coverages required by the Agreement.
 - h. VENDOR shall cause to be carried in each vehicle leased by VENDOR from the State and/or made available by the State to VENDOR proof of insurance on the vehicle which VENDOR and its staff shall present to any law enforcement officer as proof of insurance on the vehicle following any loss, accident, or upon any lawful request by a law enforcement officer.