

**FY 2016-2017  
SCOPE OF SERVICE**

**CONSUMER REIMBURSEMENT SERVICES**

I. PURPOSE

- A. To allow Participants of Allegheny County Department of Human Services/Area Agency on Aging (ACDHS/AAA), who are able and so choose, to self-direct the services provided by their direct care worker and be the Employer of Record. A designee may be appointed the Employer of Record if the Participant is unable to fulfill the responsibilities required. In order to provide this service, ACDHS/AAA has established an agreement with a Fiscal Agent (hereafter referred to as "CONTRACTOR") to perform various fiscal functions on behalf of the Participant as required both by law and good management practice.
- B. To provide services in such a way as to encourage the Participants to maintain or improve their level of functioning and independence and to live with as much dignity as possible.

II. DEFINITIONS

- A. Designee: A relative who is a household member over the age of 18 who acts as Employer of Record on the Participant's behalf.
- B. DHS – Allegheny County Department of Human Services
- C. Employer of Record: Term defined and used by the Internal Revenue Service to denote who is legally responsible for activities such as withholding and payment of federal, state and local taxes. The Employer of Record may not be the direct care worker.
- D. Fiscal Agent: Agency who agrees to register the Participant/designee with state and/or federal departments, necessary for becoming the Employer of Record, and then performs the fiscal functions required of the Employer of Record.
- E. Master Provider Enterprise Repository (MPER): a repository of key CONTRACTOR demographic data for all CONTRACTORS who provide services for DHS. DHS applications use MPER to validate AGREEMENT, services, facilities and rate information to facilitate documentation of services rendered information by CONTRACTORS. CONTRACTORS are

required to keep all agency information including but not limited to contacts, facilities and service offering information up to date.

- F. OPTIONS Core Services: Required services that must be offered and provided by Area Agencies on Aging according to the description and service standards outlined in Chapter 8 of the Aging Services Policy and Procedure Manual.
- G. OPTIONS Supplemental Services: Additional services that can be offered by Area Agencies on Aging for which the funding and provision of services must be secondary to OPTIONS Core Services. Supplemental Services cannot be provided if a waiting list for Core Services exists.
- H. Self-Directed Service: The Participant/designee will recruit, screen, hire, supervise, pay and fire the direct care worker who provides services to them in their home.
- I. Social Assistance Management System (SAMS): Software used to track all services provided to Participants with ACDHS/AAA funding.

### III. AGING PROGRAM DIRECTIVE (APD)/FEDERAL/STATE REGULATORY REFERENCES

Organizations providing services outlined in this Scope of Service shall comply with all federal and state directives listed below:

#### [Aging Policy and Procedures Manual](#)

- Directive – Issuance of Aging Policy and Procedure Manual Chapter VIII: OPTIONS
- Chapter VIII. OPTIONS, and
- Appendix E, OPTIONS Program Service Standards.

### IV. PERFORMANCE EVALUATION

Each AGREEMENT year the ACDHS/AAA will inform clear expectations of acceptable performance standards to the CONTRACTOR and hold the CONTRACTOR accountable to them. These standards relate to compliance with applicable policies, regulatory guidelines, AGREEMENT scopes, and Performance Based Contracting (PBC), where applicable, to support ongoing service quality and to best meet or exceed the participants' needs and to optimize service impact on its participants. The CONTRACTOR is responsible for adhering to the timelines in reporting its compliance to the scopes and using findings to build on its

strengths and develop strategies on opportunities, through a continuous quality improvement process.

Monitoring tools outlining acceptable evidence are used in evaluating compliance with regulatory requirements, service standards, documentation, and reporting requirements. The monitoring tool applicable to this Scope of Service is:

Allegheny County Department of Human Services  
Area Agency on Aging  
Consumer Reimbursement Services  
Monitoring Tool

V. SERVICE STANDARDS, REPORTING AND DOCUMENTATION REQUIREMENTS

A. Participant Confidentiality

1. Security of Participant files will be maintained.
2. Every precaution will be pursued to maintain confidentiality of Participant information, particularly when sharing with other CONTRACTORS.
  - a. Only those portions of the care plan, which pertain to a specific service or CONTRACTOR, will be communicated to the appropriate parties involved in providing service to the Participant.
  - b. Participant permission must be obtained in writing, in order to share this information.

B. CONTRACTOR will:

1. Train Care Managers and Trainers within the ACDHS/AAA Care Management provider network on how to present the program to Participants and how to carry out the program requirements.
2. Furnish relevant materials used to develop and operate the program, as well as training materials for Care Management staff, and permit their use by ACDHS/AAA in further program development.
3. Provide all Participant/designee and fiscal forms to ACDHS/AAA.

4. Perform all Fiscal Agent functions for ACDHS/AAA and the Participants/designees who will be the Employers of Record.
5. Process criminal record checks through the Pennsylvania State Police PA Access to Criminal History at <https://epatch.state.pa.us> and, if necessary, the Federal Bureau of Investigation (FBI) background check processed by Cogent Systems through [www.pa.cogentid.com](http://www.pa.cogentid.com) for all direct care workers hired by Participants. Substitute clearances are not acceptable.
6. Receive and approve Participants' time sheets for payment up to the amount of service authorized in SAMS by Care Managers.
7. Prepare paychecks for direct care workers every two (2) weeks for the duration of the agreement.
8. Mail paychecks as well as blank time sheets and self-addressed, stamped envelopes for the next pay period to Participants/designees for disbursement to direct care workers.
9. Maintain a file for each Participant containing, at a minimum, initial program registration forms, time sheets submitted and a current account of payroll payments and tax payment/form submissions.
10. Make available to ACDHS/AAA sufficient documentation for audit purposes.
11. Make any Automatic Data Processing (ADP) subcontract reports available to ACDHS/AAA as relevant and/or requested.

C. Units of Service

1. One (1) unit Consumer/Employer Registration equals one (1) registration.
2. One (1) unit of Core Personal Care equals one (1) hour.
3. One (1) unit of Supplemental Home Support equals one (1) hour.
4. One (1) unit Support Service equals one (1) monthly fee for reviewing, processing and resolving any issues with direct care worker time sheets for Participants in the program.
5. At the start of the AGREEMENT ACDHS/AAA will inform CONTRACTOR of the dates on which premium rates will be paid for official national holidays. Reimbursement at the one hundred

fifty percent (150%) rate will be paid only with prior Care Manager notification and approval for only Personal Care services delivered on the following designated holidays:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving Day
- Christmas Day

Prior to each designated holiday, the Care Manager will enter a service order in SAMS to authorize holiday time for Participants for whom Personal Care services will be reimbursed at the premium rate.

Note: Services provided on a holiday without a service order in SAMS specifying holiday service will be reimbursed at the regular rate.

#### D. Electronic Information Management

1. CONTRACTOR will have the capacity to retrieve and submit data, information, reports and other communication through electronic internet capabilities within a timeframe specified by ACDHS/AAA. Failure to receive or read ACDHS/AAA communications sent to the CONTRACTOR MPER e-mail address in a timely manner does not absolve CONTRACTOR from knowing, responding to or complying with the content of that communication.
2. CONTRACTOR is responsible for accurately recording all Participant service and program data into the appropriate information management system (SAMS) by the seventh (7<sup>th</sup>) working day of the month for the prior month's transactions. Due to the nature of the program, Consumer Reimbursement service delivery does not have to be entered for each month until the last day of the following month.
3. CONTRACTOR is responsible for coordinating appropriate information management system training (SAMS) and the transfer of knowledge and information to existing and new staff.

#### VI. RESPONSIBILITIES/EXPECTATIONS OF THE PROGRAM OFFICE (ACDHS/AAA)

ACDHS/AAA will support CONTRACTOR in meeting service standards and requirements by providing the following:

- A. Timely communication and written correspondence regarding mandated applicable Pennsylvania Department of Aging and Allegheny County requirements, and any changes to these requirements that occur during the AGREEMENT period;
- B. Program monitoring and evaluation to assure compliance with Pennsylvania Department of Aging and Allegheny County requirements specified in the terms of this AGREEMENT;
- C. Timely communication and written correspondence regarding the outcome of program monitoring and evaluation activities;
- D. Technical assistance as needed regarding program requirements;
- E. Technical assistance, direction and cooperation to assist the CONTRACTOR in satisfactorily recording program and service data into the appropriate information management system (SAMS).