



## MISSOURI MEDICAID AUDIT AND COMPLIANCE

### Healthy Children and Youth Missouri Medicaid Private Duty Nursing & School Based Private Duty Nursing Provider Agreement Addendum

By signing this proposal to be enrolled as a Missouri Medicaid Private Duty Nursing Provider (PDN) or School Based Private Duty Nursing Provider (herein referred to as "provider"), the provider agrees to meet all criteria pertaining to providers contained within this proposal, 13 Code of State Regulations 70-95.010, and the Private Duty Nursing manual on-line at <http://manuals.momed.com/manuals>.

1. The provider agrees to immediately notify Missouri Medicaid Audit and Compliance (MMAC) Provider Enrollment Section of the Department of Social Services with any change in location, telephone number, administrative or corporate status. A thirty (30)-day written notice to MMAC will be required of the provider prior to the voluntary termination of the provider agreement.
2. The provider agrees to maintain bonding, personal and property liability, and medical malpractice insurance coverage on all employees (including subcontracted individuals) involved in delivering nursing services and provide MMAC with the following:
  - 2.1. A copy of the Malpractice Insurance policy letter/affidavit which contains the insurance provider name and contact information, as well as the current effective dates of the policy.
3. If the provider subcontracts with a private duty nursing agency, the provider must maintain documentation that requirement number 2 is met by the subcontracted agency and provide MMAC with documentation outlined in 2.1.
4. The provider agrees to have the capability to provide nursing staff outside of regular business hours, on weekends and on holidays to provide services in accordance with the plan of care authorized by the Bureau of Special Health Care Needs (BSHCN) or through the Individualized Education Plan (IEP) for each client.
5. The provider agrees to have a policy for responding to emergency situations and shall give the parent/guardian a copy of the policy at the time the service is initiated. The provider understands that services reimbursed by MO HealthNet may not exceed the prior authorization approved by the BSHCN or outlined in the IEP; therefore, any emergency situation resulting in service delivery beyond the limits of the prior authorization must be reported in writing to the BSHCN within seventy-two (72) hours or identified in an amended IEP.
6. The provider agrees to have a written statement of the participant's Bill of Rights, which shall be given to the parent/guardian or caretaker at the time the service is initiated. At a **minimum**, the statement should contain the following statement:

*The Participant has the right to:*

- 6.1. *Be treated with respect and dignity;*
  - 6.2. *Have all personal and medical information kept confidential;*
  - 6.3. *Have direction over the services provided, as defined by the BSHCN or in an IEP;*
  - 6.4. *Know the provider's established grievance procedure and how to make a complaint about the service and receive cooperation to reach a resolution, without fear of retribution;*
  - 6.5. *Receive services without regard to race, creed, color, age, gender or national origin; and*
  - 6.6. *Receive a copy of this Bill of Rights.*
7. The provider agrees to have a written grievance policy which shall be provided to each participant, parent/guardian, or caretaker upon initiation of services. The grievance policy will include the phone number of MO HealthNet Division/Constituent Services Unit, 1-800-392-2161. For providers other than school districts the grievance policy shall also include the phone number of the BSHCN.

8. The provider agrees to report all instances of possible child abuse or neglect to the Child Abuse and Neglect (CA/N) Hotline, 1-800-392-3738. Any suspected abuse or neglect by a caretaker, including private duty nursing staff, must be reported according to 210.110-210.189, RSMo, the Child Abuse Law. Failure to report by mandatory reporter (private duty nursing staff would be considered mandatory reporters) is a violation of 210.115, RSMo and could be subject to prosecution.
9. The provider agrees to maintain Missouri Corporate Good Standing Status with the Office of the Missouri Secretary of State. In the case of a school district they agree to maintain the distinction of a public school district with the Missouri Department of Elementary and Secondary Education.
10. For nursing staff, the provider agrees to show evidence in the personnel record or records maintained by the provider if the provider subcontracts with a private duty nursing agency, that the employee's licensure status with the Missouri Board of Nursing is current.
  - 10.1. A list of the names, Social Security numbers, and copy of the current nursing license for each nurse providing nursing services within the provider agency shall be attached.
11. Upon initial employment, the provider agrees to document that at least two (2) employment or personal references (not to include relatives) were contacted prior to the private duty nursing employee delivering direct care services. If the provider subcontracts with a private duty nursing agency, the provider must maintain documentation that at least two (2) employment or personal references (not to include relatives) were contacted prior to the private duty nursing employee delivering direct care services.
12. The provider agrees to be responsible for assuring and documenting that the nurse's health permits performance of the required activities and does not pose a health hazard. They agree that any service delivery will be prohibited when the employee has a communicable condition. The provider agrees to follow Centers for Disease Control (CDC) guidelines regarding tuberculosis (TB) testing for health care workers.
13. The provider agrees to ensure all direct care staff (LPNs and RNs) have a minimum of at least four (4) hours of orientation training prior to service provision. They agree that the orientation shall include general information about the Missouri Medicaid Audit and Compliance Unit Provisions and Requirements; including but not limited to any re-enrollment requirements. Additionally, it shall include general information regarding the MO HealthNet Private Duty Nursing Program, the HCY Program, relationship of the provider agency with MMAC, MHD and BSHCN, the prior authorization process, child abuse/neglect indicators and reporting, participant rights, participant grievance procedures, internal agency policy and a review of universal precaution procedures as defined by the CDC.
14. The provider agrees to ensure that prior to delivering services the first time, for each child they are assigned, licensed practical nurses (LPNs) demonstrate competency in every task required by the plan of care. The competency demonstration must be conducted by a registered nurse (RN) and must be documented in the LPN's personnel file. If the provider subcontracts with an individual nurse or a private duty nursing agency, the provider must maintain documentation that prior to delivering services for the first time for each child Licensed Practical Nurses (LPN) are assigned to care for, that the LPN demonstrates competency in each task required by the plan of care and demonstrated to a Registered Nurse (RN).
15. The provider agrees that all direct care staff will have a certificate in either cardiopulmonary resuscitation (CPR) or basic certified life-support (BCL).
16. Each provider agrees to employ a Registered Nurse (RN), with three (3) years' nursing (RN and/or LPN) experience, to act as supervisor to all other nursing staff or if the provider subcontracts with a private duty nursing agency, ensure the agency employs a registered nurse (RN), with three (3) years' nursing (RN and/or LPN) experience, to act as supervisor to all other nursing staff. One year of experience shall either be in supervisory position or in the field of pediatric nursing. The RN supervisor will be responsible for case conferences with staff nurses and documenting the conferences, assuring the competency of staff, training and orientation and evaluation of direct care staff. An LPN with three (3) years' experience may act as the assistant supervisor under the RN supervisor. One (1) year of experience must be in high acuity pediatric nursing care in a hospital, home care agency or residential setting. The assistant nursing supervisor

may be responsible for case conferences with staff nurses, documenting the conferences, developing plan of care after the initial plan of care has been established by an RN, orientation, training and evaluation of direct care staff and other duties delegated by the Nursing Supervisor.

- 16.1. They shall attach a list of the Names, Social Security Numbers and copy of the current nursing licenses for each registered nurse providing supervision of nursing services through the provider to this addendum.
17. The provider agrees that all nursing staff providing direct care will have an annual performance evaluation completed by a licensed nurse supervisor, which will be maintained in the personnel record. If the provider subcontracts services and does not maintain that information in their file, they shall require the subcontractor to maintain that information. The provider also agrees to obtain any required documentation from the contractor upon request from MMAC.
18. The provider agrees participants of private duty nursing care will have a personal visit with assessment by a licensed nurse supervisor at least once every sixty (60) days, if the participant is authorized for the LPN service, and acknowledges that supervisory visits by a nurse will not be separately reimbursed.
  - 18.1 The provider agrees and understands participants who have received RN shift care or intermittent visits by an RN are not required to have a separate supervisory visit; The provider agrees to document in the participant record supervisory visits or explanation of why there are not separate supervisory visits for the month (e.g. because shifts were delivered by an RN).
19. The provider agrees to maintain at the private duty nursing agency site or location, appropriate medical records for each MO HealthNet participant served. They agree *all* records will be kept confidential and access *will* be limited to private duty nursing staff and representatives of the Departments of Social Services and Health and Senior Services.
20. The provider agrees to ensure all Medical Records contain the following information:
  - 20.1 Identifying information about the participant, such as name, birth date, MO HealthNet ID number, parent/guardian or caretaker and emergency contact person;
  - 20.2 All forms or correspondence to and from the BSHCN or relating to the IEP regarding the services which have been prior authorized;
  - 20.3 Signed orders, under the direction of the participant's physician, prior to service delivery which must be updated each time the prior authorization is due for approval by the BSHCN or the IEP is revised;
  - 20.4 Consent from the child's legal custodian for treatment prior to service delivery;
  - 20.5 The plan of care, documenting the amount, duration and scope of the service. The level of care indicated in the plan of care (RN or LPN) must be based on acceptable standards of nursing practice. Reimbursement is based on the prior authorization approved by the BSHCN authorization or the needs documented in the IEP, with that prior authorization based upon the plan of care, specifying the number of units and the skill level of the service. The BSHCN authorization may be issued for periods of up to six (6) months. The IEPs shall be updated if there is a change in need; however shall at a minimum be updated annually;
  - 20.6 Daily documentation of all services provided including beginning and ending clock times and documentation of any supervisory visits;
  - 20.7 Documentation of the LPN's competency demonstration before an RN when the plan of care includes the services of an LPN; and
  - 20.8 Documentation indicating that a copy of the participant's Bill of Rights was given to the parent or guardian.
21. The provider understands that payment will be made in accordance with the fee per unit of service as defined and determined by the state agency and agrees:
  - 21.1 A unit of service is fifteen (15) minutes;
  - 21.2 The fee per unit of service will be based on the determination of the state agency of the reasonable cost of providing the covered services on a statewide basis and within the mandatory maximum payment limitations; and
  - 21.3 Payment will be made on the lower of the established rate per service unit or the providers billed charges.

The charge billed to the MO HealthNet program (state agency) may not be more than a provider's ordinary charge to the general public for the same services.

- 21.4 For School Based PDN, payment will be made for the Federal share based on the lower of the established rate per service unit or the providers billed charges. The charge billed to the MO HealthNet program (state agency) may not be more than a provider's ordinary charge to the general public for the same services.
22. The provider agrees to have services authorized by the BSHCN or included in the IEP prior to delivery, in accordance with a PDN care plan, specifying the amount, duration, and scope of services. The prior authorization or IEP will be the basis for reimbursement.
23. The provider understands that a MO HealthNet Division enrolled PDN agency may be reimbursed for PDN services rendered by a legal guardian or family member (defined as a parent; sibling; child by blood, adoption or marriage; spouse; grandparent or grandchild). The provider understands that the PDN caregiver who delivers the direct care must have a valid RN or LPN license in the State of Missouri and be employed by the MO HealthNet Division enrolled PDN provider.
24. The provider understands that PDN services provided by a family member/legal guardian for a single participant or multiple participants with the same residence may not exceed 12 (twelve) hours per day up to a maximum of 40 hours per week, and a family member/legal guardian shall not provide more than 40 hours of service in a seven-day period. The provider understands that, for a family member/legal guardian, 40 hours is the total amount allowed regardless of the number of children who receive services.
25. The provider understands and agrees that payment for covered services by the Department is limited to those services that are medically necessary. Medical necessity and appeals of medical necessity determinations will be determined in accordance with the Controlling Authority.
26. The provider understands and agrees that in addition to this document they shall complete and update their provider participation agreement with MMAC if requested.

The authorized signer of this document verifies that he/she is an individual or the representative of the Provider (Provider) and is duly authorized to execute the agreement on behalf of the Provider under the authority granted by said Provider, and agrees to all the terms above.

\_\_\_\_\_  
Agency Owner/Legal Representative/Superintendent  
***Signature***

\_\_\_\_\_  
Agency Owner/Legal Representative/Superintendent  
***Printed Name***

\_\_\_\_\_  
Date

\_\_\_\_\_  
Provider NPI Number

PLEASE RETURN TO  
MISSOURI MEDICAID AUDIT AND COMPLIANCE  
MMAC.PROVIDERENROLLMENT@DSS.MO.GOV  
FAX 573-634-3105

For State Use Only:

This agreement is authorized by the Department of Social Service, Missouri Medicaid Audit and Compliance Unit.

The effective date of this proposal shall be \_\_\_\_\_ (to be inserted by MMAC upon approval), based on the agreement above and that all required additional documentation was provided.

\_\_\_\_\_  
Clerk Initials