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City of Las Cruces[®]
 PEOPLE HELPING PEOPLE

Council Action and Executive Summary

Item # 15 Ordinance/Resolution# 09-306 Council District: All City

For Meeting of June 15, 2009
 (Adoption Date)

TITLE:

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A CONTRACT FROM THE STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FOR FISCAL YEAR 2009-2010 IN THE AMOUNT OF \$116,770 TO PROVIDE ADULT HOME CARE SERVICES.

PURPOSE(S) OF ACTION: A resolution accepting a contract from the State of New Mexico Aging and Long-Term Services Department for Fiscal Year 2009-2010 in the amount of \$116,770 to provide Adult Home Care Services for the period July 1, 2009, through June 30, 2010.

Name of Drafter: Shelley Modell		Department: Public Services/Senior Programs		Phone: 528-3000	
Department	Signature	Phone	Department	Signature	Phone
Originating Department		528-3477	Budget		2300
			Assistant City Manager		2271
Legal		2127	City Manager		2076

BACKGROUND / KEY ISSUES / CONTRIBUTING FACTORS:

For the past twenty-six years, the City of Las Cruces Senior Programs Section has provided home care services to low-income adults aged 18 years and older who reside within City limits through a grant from the State of New Mexico Aging and Long-Term Services Department (NMA<SD).

On May 21, 2009, the City of Las Cruces received notification of a grant award from the NMA<SD in the amount of \$116,770 for Fiscal Year 2009-2010.

This appropriation will be used to provide home care services to persons, referred by Adult Protective Services (APS), 18 years of age or older who have been physically or mentally abused, neglected and/or exploited. Services provided include respite for the caregiver, direct personal care and housekeeping services for the participants of the program. Hours of care are determined by the participant's needs.

(Continue on additional sheets as required)

SUPPORT INFORMATION:

Fund Name / Account Number	Amount of Expenditure	Budget Amount
Senior Home Care/21205070-30600	\$ 116,770	\$116,770
Revenue/ 21200060-552002-30610	\$ 116,770	\$116,770

1. Resolution.
2. Exhibit "A"--State of New Mexico Aging and Long-Term Services Department Professional Services Contract 10-624-6000-0004.

OPTIONS / ALTERNATIVES:

1. If approved, the funding will be used to provide home care services to individuals, referred by Adult Protective Services (APS), 18 years of age and older who have been physically or mentally abused, neglected and/or exploited.
2. If not approved, the In-Home Services Program will operate at a reduced level of service and/or suspend home care services.
3. Council may direct modification of the contracts and/or provide staff with alternate direction for home care services.

RESOLUTION NO. 09-306

A RESOLUTION AUTHORIZING THE CITY OF LAS CRUCES TO ACCEPT A CONTRACT FROM THE STATE OF NEW MEXICO AGING AND LONG-TERM SERVICES DEPARTMENT FOR FISCAL YEAR 2009-2010 IN THE AMOUNT OF \$116,770 TO PROVIDE ADULT HOME CARE SERVICES.

The City Council is informed that:

WHEREAS, for the past twenty-six years, the City of Las Cruces Senior Programs Section has provided home care services to low-income adults aged 18 years and older who reside within City limits through a grant from the State of New Mexico Aging and Long-Term Services Department (NMA<SD); and

WHEREAS, on May 21, 2009, the City of Las Cruces received notification of a grant award from the NMA<SD in the amount of \$116,770 for Fiscal Year 2009-2010; and

WHEREAS, this appropriation will be used to provide home care services to persons, referred by Adult Protective Services (APS), 18 years of age or older who have been physically or mentally abused, neglected and/or exploited; and

WHEREAS, services provided include respite for the caregiver, direct personal care and housekeeping services for the participants of the program.

NOW, THEREFORE, Be it resolved by the governing body of the City of Las Cruces:

(1)

THAT the Mayor is authorized to sign the Professional Services contract with the State of New Mexico Aging and Long-Term Services Department designated as Exhibit "A," attached hereto and made a part of this Resolution.

Resolution No. 09-306, con't.
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(II)

THAT City staff is hereby authorized to do all deeds necessary in the accomplishment of the herein above.

DONE AND APPROVED this _____ day of _____, 2009.

APPROVED:

(SEAL)

Mayor

ATTEST:

VOTE:

City Clerk

Mayor Miyagishima: _____

Councillor Silva: _____

Councillor Connor: _____

Councillor Archuleta: _____

Councillor Small: _____

Councillor Jones: _____

Councillor Thomas: _____

Moved by: _____

Seconded by: _____

APPROVED AS TO FORM:



City Attorney

STATE OF NEW MEXICO

AGING & LONG-TERM SERVICES DEPARTMENT
PROFESSIONAL SERVICES CONTRACT 10-624-6000-0004

THIS AGREEMENT is made and entered into by and between the State of New Mexico, **Aging and Long-Term Services Department**, hereinafter referred to as (the "Agency") and City of Las Cruces, hereinafter referred to as (the "Contractor"), and is effective as of the date set forth below upon which it is executed by the Aging and Long-Term Services Department ("ALTSD")

IT IS AGREED BETWEEN THE PARTIES:

1. **Scope of Work.**

The Contractor shall perform the work outlined in the Scope of Work, which is hereby incorporated and made a part of this contract as Attachment 1.

Performance Measures.

Contractor shall substantially perform the Performance Measures set forth in Attachment 1.

2. **Compensation.**

A. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ 116,770.00. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.**

B. The Agency shall pay to the Contractor in full payment for services satisfactorily performed as outlined in the budget which is made part of this Agreement as Attachment 2. The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed \$ 116,770.00. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the DFA. All invoices MUST BE received by the Agency no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the Agency finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor a letter of exception explaining the defect or objection to the services, and outlining steps the Contractor may take to provide remedial action. Upon certification by the Agency that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, the agency shall not incur late charges, interest, or penalties for failure to make payment within the time specified herein.

For purchases funded by state or federal grants to local public bodies, if the local public body has not received the funds from the federal or state funding agency, but has already certified that the services or items of tangible personal property have been received and accepted, payment shall be tendered to the Contractor within five working days of receipt of funds from that funding agency.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE AGING AND LONG-TERM SERVICES DEPARTMENT. This Agreement shall begin on July 1, 2009 and terminate on June 30, 2010 unless terminated pursuant to paragraph 4, infra, or paragraph 5. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the Agency's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt of the notice of termination, if the Agency is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Agency or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. "THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT."

B. Termination Management. Immediately upon receipt by either the Agency or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the Agency; 2) comply with all directives issued by the Agency in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Agency shall direct for the protection, preservation, retention or transfer of all property titled to the Agency and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Agency upon termination and shall be submitted to the agency as soon as practicable.

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate

immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Agency and are not employees of the State of New Mexico. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax, unless the contract is between two public entities. The Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment.

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Agency.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Agency.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Agency, its officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Agency.

Disclosure of confidential information shall only be made in accordance with the Inspection of Public Records Act or the applicable state or federal law or regulations.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the State of New Mexico and shall be delivered to the Agency no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

14. Merger.

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Equal Opportunity Compliance.

The Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the Agency.

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Agency, the Department of Finance and Administration and the State Auditor. The Agency shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

If, pursuant to this Agreement, the Contractor receives federal funds subject to the Single Audit Act, the Contractor shall submit to the Agency an audit conducted by a certified public accountant in compliance with the Single Audit Act.

20. Indemnification.

Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitation of the New Mexico Tort Claims Act.

21. New Mexico Employees Health Coverage.

A. If Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to:

(1) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or;

(2) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or;

(3) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010 if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the state.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <http://insurenemexico.state.nm.us/>.

D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); Contractor agrees these requirements shall apply the first day of the second month after the offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000, depending on the dollar value threshold in effect at that time.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Notices.

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the Agency: Thomas Roach
 625 Silver Square SW Suite 400
 Albuquerque, NM 87102

To the Contractor: City of Las Cruces
 attn: Accounting PO Box 20000
 Las Cruces, NM 88004

25. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

The remainder of this page is left blank intentionally.

EXECUTED AND AGREED TO by signatures below:

By: _____ Date: _____
Aging and Long-Term Services Department

By: _____ Date: _____
ALTSD's Legal Counsel –Certifying legal sufficiency

By: _____ Date: _____
Contractor

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and compensating taxes.

ID Number: 01-406383-002

By: _____ Date: _____
Taxation and Revenue Department

Attachment One
Scope of Work

A. The Contractor shall:

1. Provide authorized Home Care services to persons 18 years of age or older who have been referred to the contract provider by Aging and Long-Term Services Department/ Adult Protective Services Division as a result of a finding in an investigation of adult abuse, neglect, or exploitation, or based on a determination that, while abuse, neglect or exploitation could not be substantiated, the person remains at probable risk of harm or maltreatment.
2. Assist clients referred to the contractor by Aging and Long-Term Services Department/ Adult Protective Services Division to apply for long-term care services such as CoLTS, (formerly the D&E Medicaid Waiver) the Developmental Disability Waiver, the Personal Care Option, AAA services, nutritional or meal programs or other community services (transportation, medical, companion services etc.) for which they might qualify.

APS Contractual Home Care is considered a short term, or “gap” service, providing a basic support level of home and personal care hours each week. The goal is to allow recipients to care for themselves as they are able and to provide assistance with what they are functionally unable to manage, in order to support their living in their homes until a more inclusive long-term service option becomes available.

The level of funding is not designed to meet all of each individual’s care and support needs. It is intended as a preventative step to temporarily remediate risk, meet basic care and home maintenance needs, and provide some regular in-home oversight for APS clients deemed at-risk for possible abuse, neglect, or exploitation.

The assignment of service hours is based upon assessed need of the individual with the understanding that this funding is designed to meet the basic needs without compromising a recipient’s health or safety. The average amount of service for APS Home Care is 3 hours weekly, and exceptions (below 2 hours a visit or over 8 hours per week) must be reviewed and approved by the local APS liaison. Such exceptions should be based upon the referred person’s need for both home maintenance and personal care, the need to reduce and stabilize an imminent risk, or to restore a home to safe habitation.

Federal rules require that documentation of both income and need eligibility be provided for each recipient on an annual basis and maintained in the client file. APS clients with imminent risk of harm may be provided home care services without regard to income on a short-term basis, not to exceed one calendar year. After that categorical eligibility period, the persons must meet need and income criteria every calendar year to be deemed eligible for services as stated below.

Need Eligibility: The contractor (re)determines the adult’s need for ongoing Home Care

services by completing a written assessment of functional abilities every twelve months. Additionally, the contractor must secure written documentation from the client's physician regarding the client's medical diagnoses, functional care needs and the nature of medical necessity for assistance. The physician is asked to complete and return the HEALTH CARE PROVIDER STATEMENT, to be filed in the client's permanent file every 12-months.

Income Eligibility: Continued income and resource eligibility for services must be documented by the contract service provider on an annual basis. Social Security award letters, copies of direct deposit statements, check stubs etc., can be used to verify this monthly income. The applicable income eligibility criteria are the same as the Medicaid income criteria for institutional care and are revised yearly. Additionally, participants must meet resource limits and shall not have not have bank balances, trusts, regular dividends, rental or other property which they do not inhabit worth more than \$2000.

3. Provide the Mandatory Service Components described below.

A. Administrative Support: management of the day-to-day functions of the agency, including technical and programmatic support and oversight. The Program Administrator/ Director shall have the authority and responsibility for the management of activities and direction of all staff to ensure services are delivered and provided as per Policies/Procedures and all New Mexico and Federal Laws and Regulations.

Administrative Support includes, but is not limited to:

- (1) Developing and maintaining administrative and program policies and Procedures;
- (2) Program planning and development;
- (3) Human resource management (recruitment, orientation, training, supervision, personnel records management and caregiver clearance);
- (4) Data management (statistical information on admissions, discharges, client complaints grievances or appeals and their resolutions, unmet client needs, etc.);
- (5) Financial management of budgets and billing to include, electronic or written documentation of on-site service provision (tasks completed, duration on site, the signature, stamp or mark of the person served, signature of employee providing the in-home care and significant incidents) and review of the billing by a supervisor;
- (6) Incident management- a system to track and ensure the reporting of possible abuse, neglect and exploitation to APS and ensure agency cooperation with investigators;
- (7) All other administrative functions related to support of this contract;
- (8) Scheduling workers and reviewing their weekly progress reports.

B. Service Management: facilitates and ensures the provision of services identified in the Service Plan. Service Management includes, but is not limited to:

- (1) Case record maintenance - required documentation:
 - a) Intake documentation-with demographic information that is updated at least annually and includes:

- i. Name, address, telephone number
 - ii. Date of Birth
 - iii. Marital status, household membership and supports system;
 - iv. Medical insurance (Medicare, Medicaid, Private)
 - v. Emergency contact information - name, number, relationship etc;
 - vi. Referral source (including written referral information from the local APS worker or office on file);
 - vii. Legal status (guardian, conservator, payee, powers of attorney etc.).
- b) Completing Assessment Information at intake and every 12 months thereafter. The Assessment/reassessment must include information on:
- i. Medical and/or Mental Health condition (per Physician's written Health Care Provider Statement or physicals) & medication regimes;
 - ii. Family composition/living arrangements, support network (familial and community-based, their availability to provide assistance etc.);
 - iii. Pending applications or waiting list status for other services;
 - iv. Ability/inability to perform Activities of Daily Living (ADLs)
 - v. Ability/inability to perform Instrumental Activities of Daily Living
- c) Securing documentation of Income Eligibility (copies of Social Security award letters, or pension awards, Social Security check stubs, bank statements showing direct deposit of monthly income etc.) for each calendar year in APS funded service, after the initial 12 months following APS referral.
- d) Securing an annual signed statement from the individual's physician or health care provider documenting a medical/mental health condition and associated functional impairments attesting that services are necessary;
- e) A Service or Care Plan - developed jointly with the person served or their guardian, involved APS Workers (when available) the Home Care Service Manager or Coordinator, and other involved caregivers or family, if agreeable to the participant. Service Plans must be individualized and include:
- i. the individual's functional strengths and assessed need for assistance;
 - ii. specific services to be provided as well as a tentative schedule,
 - iii. measurable goals,
 - iv. responsible parties and time frames
 - v. the signature or mark of the service recipient and all attendees,
 - vi. a quarterly reviews with the service recipient of service and hours, service effectiveness, unmet needs or changes in circumstance or need.
- f) Home Care Service Agreement describing program parameters and limitations;
- g) Service documentation notes (missed services, changes in frequency or duration, service delivery issues, changes in need or medical condition, hospitalizations etc.) and the signature or initial of person writing the note;
- h) Required release forms (liability, request for information etc.) as well as Rights and Responsibilities and Grievance Procedures that allow for due process when service termination is contemplated;
- i) Correspondence with the ALTSD/APSD Worker;
- j) Service completion/termination documentation which include a service summary, reason for leaving service and any appeal notices as per

grievance procedures.

- (2) Managing/Monitoring service provision (in cooperation together with the APS Worker, if applicable):
 - a) Conduct a Quarterly Review of the Service Plans, listing functional strengths and needs, documenting progress on stated goals and objectives and ensuring that services are provided and delivered per the service plan;
 - b) Regularly address the long-term service needs of the individual and document discussions and referrals made to services or refusals to have referrals made;
 - c) Provide or arrange for necessary transportation if there are no other resources available, in order for the person served to access medical and other needed services. Transportation that does not serve to enable the individual to live more safely at home (to recreational activities, church, elective shopping etc.) are not billable services under the Home care scope of Work.
 - d) Provide access to food, groceries or help coordinate for nutritional needs.

- (3) Assist and interpret on behalf of the person served with regards to physicians' instructions, ensure he/she is able to take prescribed medications, arrange for health care appointments or treatments and follow up on health care needs:
 - a) Assist and interpret on behalf of the person served in coordinating health appointments, completing necessary paperwork to secure services or receive benefits from governmental agencies;
 - b) Monitor the health & safety of the person served and report concerns to the Adult Protective Service Worker, for open cases or make an APS report;
 - c) Ensure that all incidents of abuse, neglect and /or exploitation involving contract recipients (or other vulnerable adults) are reported to APS.

C. Home Management: the provision of light-duty housekeeping services for persons having difficulty performing Instrumental Activities of Daily Living (IADLs). The service provides for a clean and safe home environment necessary for the person in service to maintain residence in the least restrictive and safest setting to prevent abuse, neglect or exploitation. Home Management assists with the following IADLs:

- (1) Light housekeeping (vacuuming, mopping, dusting, making beds, changing linens, washing dishes, and routine maintenance of the person's home);
- (2) Preparing nutritious meals or coordinating with meal delivery programs (within specialized dietary guidelines if needed);
- (3) Making minor repairs to clothing or essential personal items;
- (4) Doing Laundry (in-home or at Laundromat);
- (5) Performing errands and shopping that contribute to maintaining health and home;
- (6) Transportation (and accompaniment when necessary) to access medical services or appointments and vital services;
- (7) Assistance planning and budgeting expenditures, bill paying or with purchase of groceries or necessities. The agency must document the method of money management and outline purchase procedure utilized. The agency and its

employees are not permitted to borrow from or loan money to service recipients or function as the representative payee, POA, conservator, guardian or other legally designated decision maker.

4. Provide the Elective Service Components listed below:

A. Personal Care: the provision of hands-on or stand-by assistance, supervision or cueing persons having difficulty performing activities of daily living (ADLs). Personal Care services consist of but are not limited to:

- (1) Provide assistance with personal hygiene (bathing, dressing, grooming, toileting etc.) to help assure comfort, cleanliness, health and appearance;
- (2) Provide assistance with mobility or devices to aid movement around the home (to get from bed to chair, to wheelchair, bathroom, eating area etc.) and on outings;
- (3) Assure specific nutritional needs (within dietary restrictions) are provided to maintain physical and mental well-being by preparing meals, grocery shopping, menu planning, and assisting the person served in eating if required;
- (4) Provide basic emotional support to address stress, encourage self-sufficiency and, when possible, to facilitate socialization opportunities or family connections;
- (5) Assist and interpret on behalf of the person served regarding physicians' instructions and assistance securing and correctly using prescribed medication;
- (6) Monitor the health and physical status of the person served and consult with them and their family to arrange for follow up on health care needs or concerns;
- (7) Provide respite services for the primary care giver, if any.

NOTE: In accordance with NM laws, participants who have severe disabilities, are non-ambulatory, or require specialized care, need to have written instructions from the primary physician, nurse or physical therapist before the below services can be performed, by qualified staff. These services may include:

- a) Assisting the person served in implementing a professionally prescribed and monitored exercise regimen to increase mobility in the home;
- b) Assisting the client with special devices such as braces or artificial limbs.

B. Chore Services: the provision of heavy-duty, more labor intensive housekeeping services to maintain rural homes without utilities or to restore homes to a more safe and habitable condition

Chore services are warranted to support persons residing in homes without indoor plumbing and/or electricity, and heated primarily by wood burning, coal or other sources. Chore Services include but are not limited to:

- (1) Hauling water from an outside source and heating it;
- (2) Chopping wood, bringing wood or coal indoors, starting fires in wood stoves, heaters, fireplaces, cleaning wood stoves and disposing of ashes;
- (3) Filling oil lamps;
- (4) Emptying bedside commodes, changing soiled bedding on bed-ridden c

Chore services may also include the provision periodic or one-time only heavy-duty, labor-intensive housekeeping services necessary to maintain a safe and hygienic living environment. Periodic Chore Services include, but are not limited to:

- (1) Environmental clean-up/restorative services (removal of clutter, waste, dangers or hazards) that return the home to a sanitary and habitable state;
- (2) Providing heavy duty periodic cleaning services (windows, moving furniture, beating/cleaning large rugs and draperies, refrigerators, freezers, ovens etc.);
- (3) Special household maintenance (repairing furniture, installing screens or safety rails, replacing fuses, locks, plugs, removal of fire/health hazards).
- (4) Contracting for, or providing pest control services to eliminate vermin (rodents, insect infestations etc.) or, with the participant's consent, the removal from the home, of materials that constitute a health or safety hazard.

5. Coordination with APS Offices.

All cases are referred by the APS Worker or Supervisor. Referral packets will include:

- (1) a client assessment with basic information regarding the nature of the concerns (abuse, neglect or exploitation) or the circumstances placing the person at risk, with contact numbers for support system, doctors etc;
- (2) potential service needs regarding the nature and amount of assistance needed;
- (3) long-term care or community service referrals made or necessary;
- (4) any medical, personal care, home maintenance or coordination issues needed;
- (5) alternative community-based services and steps to be taken to access them;

The maximum amount of time that services through a Service Plan may be provided an adult referred by Adult Protective Services (without regard for income) is one (1) year. A case referred by APS may be closed at any time when the service plan expires or the client loses eligibility. If a case is simultaneously open to both the provider and APS, it must be reviewed every 90 days in by the contractor who will advise the APS worker of the results of the review.

6. Assure that staff qualifications for Home Care within Mandatory Components are met.

- A. Administrative Support:** The Administrator/Director must meet all of the following minimum qualifications:
 - (1) Be 18 years of age or older;
 - (2) Have a baccalaureate degree from a nationally accredited institution of education in the field of social work, psychology, counseling, geriatrics, or a related health care field, or be a Registered Nurse; AND
 - (3) Have two years experience and training in working with the elderly and adults with disabilities, with at least one of those years being in an administrative or supervisory capacity in home care/adult day care services; AND
 - (4) Shall have demonstrated ability in supervision and administration.
- B. Home Management/Chore Services Supervisors must:**
 - (1) Be 18 years of age or older;
 - (2) Meet the qualifications of a Home Management/Chore service worker;

- (3) Have a minimum of one-year experience providing home care services to the elderly and adults with disabilities.

C. The Service Managers shall have at a minimum:

- (1) High school diploma or general equivalency diploma;
- (2) Two years experience/training working with elderly or adults with disabilities.

7. Staff qualifications for Home Care Workers are:

A. Personal Care, Home Management and Chore Services staff must:

- (1) Be 18 years of age or older;
- (2) Be able to communicate with the persons served in their native language;
- (3) Be capable of completing progress reports and understand training materials;
- (4) Work independently without constant supervision;
- (5) Be able to demonstrate required skills by completing a competency exam;
- (6) Be capable of applying appropriate and safe techniques in: personal hygiene and grooming, nutrition and hydration, safe transfers and ambulation, normal range of motion and positioning; and
- (7) Be able to conduct light and heavy duty housekeeping services.

8. Staff training and competencies for Home Care/Personal Care staff:

Documentation, verifying completion of the required training hours, is required to be filed in the staff members' personnel folders and be maintained in a locked fashion on-site. Listings of this training must be documented on training logs that list the training course title, dates and hours of training and the source or provider of the training hours.

A. Orientation Training. - Staff is required to complete twenty (20) hours of training during their first year of employment. The training must address, at a minimum, basic first aid/CPR and a selection from the topic areas listed below:

- (1) Assisting with bathing and showering;
- (2) Skin care and basic infection control;
- (3) Proper lifting and transfer, turning and body positioning techniques;
- (4) Grooming, nail care, oral hygiene;
- (5) Rights of persons served, including cultural sensitivity;
- (6) Emergency procedures, including oxygen use and fire safety;
- (7) Home management skills;
- (8) Interpersonal communication;
- (9) Nutrition and meal preparation, including safe handling of foods;
- (10) Use of special equipment (i.e., lifts, transfer units, electric wheelchairs);
- (11) Dementia, including Alzheimer's; and
- (12) Normal/Abnormal aging process.

Ten (10) hours must be completed prior to being placed in the client's home. Eight (8) of the ten (10) hours of training must be client specific. For staff that will not be performing personal care services, substitute topics with other topics related to the

provision of services to the elderly and adults with disabilities may be used.

Note: the competency exam referenced below can be administered to applicants with previous care or home maintenance experience in lieu of the ten (10) hours of orientation training. A scored copy of the exam must be maintained by the provider.

- B. Ongoing Training - Staff are required to complete ten (10) hours per year of ongoing training regarding services to the elderly and adults with disabilities. Documentation verifying completion of required training hours are to be filed in the staff member's personnel folder.
- C. Competencies - Staff must be able to demonstrate required skills by completing a competency exam (administered in writing, orally, or by demonstration) with a minimum score of 85%.

Note: the competency exam can be administered to applicants with previous experience in lieu of the eight (8) hours of specialized orientation training. The exam and skills test must be completed and scored prior to placement in the homes of the persons served. The original copy of the scoring sheet must be filed in the staff member's personnel folders.

The competency test developed by the New Mexico Association for Home Care [NMAHC] is an example of a competency exam that assures all required competencies are met. Staff providing personal care must also complete a skills demonstration, observed and documented by a licensed professional or by qualified staff who has at a minimum two years of personal care experience.

- 9. **Provide "Employment Screening"**- All persons involved with the client care, must be cleared for employment, via the DOH Criminal Caregivers Screening Program and the Employee Abuse Registry. Contract providers are responsible for submitting such screening In accordance with state laws and maintaining documentation of these clearances on-site as per DOH regulations . Additionally, applicants' qualifications, references and employment history must be verified prior to employment and this documentation must be maintained in the staff member's folders.
- 10. **Provide Caregiver Criminal History Screening** - All staff having direct contact with persons served must undergo a nationwide caregiver criminal history screening per the Caregiver Criminal History Screening Act (29-17-2 to 49-17-5 NMSA 1978) within the first month of employment. Applicant with disqualifying criminal convictions shall be disqualified from employment as a caregiver.
- 11. **Follow Program Regulations** - Home Care Services must be delivered to qualified persons as per Aging and Long-Term Services Department, Adult Protective Services Division's Policies and Procedures and all related NM laws and regulations, including licensing regulations regarding home care (7 NMAC 28.2)

General Provisions:**1. Health Insurance Portability and Accountability Act of 1996.**

The Contractor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, and the terms in Attachment III, which is attached and incorporated by reference.

B. Services will be performed within: the City of Las Cruces, NM

C. Performance Measures:

Contractor will provide the specified number of Service Units to individuals referred by Adult Protective Services, as specified in the service plan and monitored by the Monthly Unit Invoice, Quarterly Reports and annual Program Site Reviews.

Goal:

To alleviate or prevent abuse, neglect and exploitation and inappropriate institutionalization by providing the support needed for adults to maintain residence in the least restrictive, but safest community setting, their homes, until more comprehensive long-term services become available.

Objective:

Provide in-home services that:

1. Assist participants in safely residing in their homes by working with the strengths of the individual, providing the least restrictive amount of in-home hours for the tasks that APS clients are functionally unable to manage themselves.
2. Increase psycho-social development and facilitate as much independence as feasible in the performance of personal care and activities and instrumental activities of daily living;
3. Assist persons in accessing community-based services, medical care and available supports;
4. Monitor and assist with the maintenance or improvement of the health, well-being and quality of life for persons with special care needs living without necessary support;
5. Make needed referrals to APS when there are concerns regarding abuse, neglect, exploitation or other risk that impairs health and safety.
6. Assure that long-term care planning occurs and needed referrals are made;
7. Provide in-home services pending the allocation of long-term care options.

Attachment II
ADULT HOME CARE SERVICE COMPONENTS
City of Las Cruces

The Adult Home Care Service Components identified below shall be provided based on the assessed need of the participants receiving services under this contract. The amount payable under this Contract shall be made on a fixed rate for the provision of the identified Service Component.

SERVICE COMPONENTS	SERVICE UNIT COSTS
Program Administrative Support	N/A
Service Management	\$18.00 per hour
Home Management	\$17.00 per hour
Chore	\$30.00 per hour

The total amount payable under this Contract shall not exceed \$116,770.00.

Services will be provided to ALTSD/APSD approved participants every month of the contract year.

<end Attachment II>

Attachment III
BUSINESS ASSOCIATE AGREEMENT

This is a business associate agreement in compliance with 45 CFR Section 160.504(e)(2) of the HIPAA privacy rule. Contractor understands that it may be considered a business associate of the Department under the HIPAA Privacy and Security Rules. Accordingly, the parties agree:

- The disclosures the Department will make to Contractor of any information that identifies an individual and includes information about the individual's health (protected health information), whether in electronic or physical form, shall be limited to the minimum reasonably necessary for Contractor's delivery of services described in the Scope of Agreement to which the parties have agreed to in the Contract.
- Any disclosures by Contractor of the individual's protected health information inconsistent with this agreement are strictly prohibited and shall be cause for termination of the Contract. Contractor shall take all reasonable steps to avoid such disclosures, including but not limited to implementation of all practical administrative, physical and technical safeguards.
- After the expiration of this Contract, whether because a party has cancelled it, it is fully executed or for any other cause, Contractor shall return all documents containing the individual's protected health information to the Department. Contractor also agrees that it shall take reasonable affirmative precautions to avoid any unauthorized disclosures of protected health information to third parties.
- Contractor understands it is responsible for reporting unauthorized disclosures, including but not limited to electronic security violations, to the Department's privacy office or the federal Office of Civil Rights. Contractor also understands it is responsible for reporting any other disclosure for purposes other than treatment, payment or operations to the Department's privacy office.
- Contractor agrees to bind their agents and subcontractors to the terms of this agreement.
- Contractor understands an individual has the right to inspect and request changes to the protected health information the parties use or create and that an appropriate privacy officer or the federal Office of Civil Rights has the authority to inspect the parties' procedures for management of the individual's protected health information.

**APS HOME CARE
FINAL REPORT FY 09 (7/1/08 –6/30/09)**

AGENCY/PROGRAM _____ Date of Report: _____
 Final Summary (April, May and June numbers + year summary) due by 7/15/09

_____ **a. Total Number of Active Participants this SERVICE YEAR:** list the total number people served in the last 12 months.

_____ **b. Number and Disposition for Participants Discharged this SERVICE YEAR -** List the number of recipients leaving service. What coordination activities did the agency conducted in conjunction with transfers or discharges?

_____ **c. Total Number of People Served this Fiscal Year**
 (If you serve multiple Counties, break the numbers down by service numbers per county).

d. Demographics for active Participants:

Age of Participants	Number	Ethnicity	Number
18- 29 years		African-American	
30- 39 years		Anglo/Caucasian	
40- 49 years		Hispanic	
50- 59 years		Native American	
60- 69 years		Other (specify)	
70- 79 years		Gender	
80- 89 years		FEMALE	
90 -100+		MALE	

e. **Total Number of Service Units this SERVICE YEAR:**

HOME CARE:

Service Management: _____
 Home Management: _____
 Personal Care: _____
 Chore Services: _____

f. **New Referrals this quarter:**

_____ New APS clients referred in Quarter

g. Narrative Summary – FY 09 Service Year.

1. Service Management Activities – (Overview of trends in coordinating services)
 _____ What was the average number of hours of Service Management per participant provided this year? What sorts of services or assistance was needed and provided?

2. Service Delivery Activities
 _____ What were the average number of service hours per client this year? Challenges faced meeting the service needs with the resources available including problems meeting service requests, staff shortages, missed period of service, reduced hours for budget reasons, client complaints or health or safety concerns?

3. Participants -Progress/Regression/Leaving Services (from b - first page)
 Briefly provide an overview of the number and reasons people transitioned out of Home Care (to include death, allocation of long-term service, discharge due to cause, changes in eligibility, service completion, changes in service needs?.

4. Relationship with your APS office(s) Describe your current working relationship and any regular coordination activities you do with APS.

5. Agency Successes Evaluation – How did your agency do in this period, meeting the needs of individuals in service? What are you most proud of in the way of assisting your participants to remaining safely in their homes, improving access to necessities, maintaining health and emotional well-being?

6. Agency/Program Problems, Barriers This SERVICE YEAR, what could have been improved upon? What were your biggest challenges? Were there coordination issues with APS Offices or ALTSD billing/payment issues?

7. Audit Correction Activities: Efforts made to correct deficiencies noted and future work needed to get in compliance with Scope of Work and service expectations:

Completed By: _____ Title: _____ Date: _____
 Contact Person (if different): _____
 Title: _____ Phone : _____