THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

S. Philip Lenski, Administrative Law Judge

Case No. 2018-00895

Jeanette's Loving In-Home Care Agency, Appellant,

v.

South Carolina Department of, Health and Human Services Respondent.

RECORD ON APPEAL

RECEIVED
SEP 27 2018
SC Court of Appeals

Jeanette Vinson
107 Chalmers Court
Summerville, S.C. 29485
APPELLANT, Pro se
(843) 709-7086

Constance Holloway
SCDHHS
Office of General Counsel
P.O. Box 8206
Columbia, S.C. 29202
ATTORNEY FOR RESPONDENT

THE STATE OF SOUTH CAROLINA
IN THE ADMINISTRATIVE LAW COURT

Appeal from the Division of Appeals and Hearings
South Carolina Department of Health and Human Services

Alexander Shissias, Hearing Officer

Docket Number: 17-ALJ-08-0347-AP

JEANETTE'S LOVING IN-HOME CARE AGENCY,

Appellant,

v.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES,

Respondent.

R 000

INDEX

JEANETTE'S LOVING IN-HOME CARE AGENCY v. SCDHHS

SCALC Final Order R002

Record on Appeal in the Administrative Law Court R008

STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

Jeanette's Loving In-Home Care Agency, Appellant, v. South Carolina Department of Health and Human Services, Respondent.	)	Docket No. 17-ALJ-08-0347-AP **FINAL ORDER**

This matter comes before the Administrative Law Court (ALC or Court) on Appellant Jeanette's Loving In-Home Care Agency's (Appellant) appeal from Respondent South Carolina Department of Health and Human Services' (Department) decision to terminate the Appellant's June 24, 2016 contract with the Department to provide Personal Care I Service, Personal Care II Attendant Care Services, HASCI Respite Services, Companion Services, and MCC Respite Services to Medicaid patients (Contract). The Appellant argues that the Department erred in its decision because the decision violated the terms of the Contract. The Department argues that it terminated its contract with the Appellant due to extensive noncompliance issues. The Department also asserts that there is sufficient evidence in the record to support its decision to terminate the Contract.

STATEMENT OF THE CASE

On June 24, 2016 the Appellant was enrolled with the Department as a provider of Personal Care I and II Services, HASCI Attendant Care and Respite Care Services, Companion Services and Medically Complex Children (MCC) Respite Services to Medicaid patients (Services). As part of the enrollment process, the Appellant attended training regarding the requirements of Medicaid Provider Participation. The Department conducts random inspections, or surveys, to ensure providers are in compliance with contract requirements.

On January 3, 2017 and February 3, 2017, the Department attempted to conduct an inspection at the Appellant's place of business and was unable to gain entry either time because

FILED
APR 17 2018
SC ADMIN. LAW COURT

R002

no one was present. As a result, the Department suspended new client referrals for ninety (90) days as a sanction specified in the Department's Community Long Term Care Provider (CLTC) Manual. On February 20, 2017, the Department conducted a survey of the Appellant's office and cited her for numerous noncompliance issues.

The Department's survey system assesses a certain number of points for each finding of noncompliance by the provider. Each finding of noncompliance is inputted in the system and a numerical score is generated. The decision to impose sanctions depends on the number of points assessed per the CLTC manual, however, a contract can be terminated for any score exceeding 400 points. The Appellant's noncompliance findings resulted in a preliminary score of 963 points. On February 23, 2017, the Department issued the Appellant a letter requiring the Appellant to submit a corrective action plan. On March 9, 2017, the Appellant submitted her corrective action plan. After a final review, the Department assessed a final review score of 906 points. On April 6, 2017, the Department issued its termination decision.

In May 2017, the Appellant filed an appeal with the Department's Division of Appeals and Hearings. A hearing was held on June 8, 2017 and July 24, 2017. The hearing officer issued his order affirming the Department's decision to terminate the contract on August 16, 2017. The Appellant then filed a timely appeal with this court on September 13, 2017.

ISSUE ON APPEAL

Whether substantial evidence exists to support the Hearing Officer's decision to uphold the Department's decision to terminate the Appellant's contract?

STANDARD OF REVIEW

The ALC hears appeals from decisions of the Department pursuant to the Administrative Procedures Act (APA). S.C. Code Ann. § 44-6-190 (2002 & Supp. 2016); *Estate of Nicholson ex rel. Nicholson v. S.C. Dep't of Health and Human Servs.*, 377 S.C. 590, 660 S.E.2d 303 (Ct. App. 2008). Accordingly, the APA's standard of review as set forth in S.C. Code Ann. § 1-23-380 governs these appeals. *See* S.C. Code Ann. § 1-23-600(D) (Supp. 2016). That section states:

> The court may not substitute its judgment for the judgment of the agency as to the weight of the evidence on questions of fact. The court may affirm the decision of the agency or remand the case for further proceedings. The court may reverse or modify the decision if substantial rights of the appellant have been prejudiced because the administrative findings, inferences, conclusions, or decisions are:
>
> (a) in violation of constitutional or statutory provisions;
> (b) in excess of the statutory authority of the agency;
> (c) made upon unlawful procedure;
> (d) affected by other error of law;
> (e) clearly erroneous in view of the reliable, probative, and substantial evidence on the whole record; or
> (f) arbitrary or capricious or characterized by abuse of discretion or clearly unwarranted exercise of discretion.

S.C. Code Ann. § 1-23-380(5) (Supp. 2016).

A decision is supported by substantial evidence when the record as a whole allows reasonable minds to reach the same conclusion as the agency. *Friends of the Earth v. Pub. Serv. Comm'n of S.C.*, 387 S.C. 360, 366, 692 S.E.2d 910, 913 (2010). The fact that the record, when considered as a whole, presents the possibility of drawing two inconsistent conclusions from the evidence does not prevent the agency's findings from being supported by substantial evidence. *Waters v. S.C. Land Res. Conservation Comm'n*, 321 S.C. 219, 226, 467 S.E.2d 913, 917 (1996). In applying the substantial evidence rule, "a reviewing court will not overturn a finding of fact by an administrative agency 'unless there is no reasonable probability that the facts could be as related by a witness upon whose testimony the finding was based.'" *Sea Pines Ass'n for Prot. of Wildlife, Inc. v. S.C. Dep't of Natural Res.*, 345 S.C. 594, 603-04, 550 S.E.2d 287, 292 (2001) (quoting *Lark v. Bi-Lo, Inc.*, 276 S.C. 130, 136, 276 S.E.2d 304, 307 (1981)).

DISCUSSION

The Appellant appealed the Department's decision to terminate her contract to the Division of Appeals and Hearings. A hearing was held on June 8, 2017 and July 24, 2017. At the hearing, the Department's witness testified that the Appellant was enrolled in the program on June 24, 2016, following the completion of an online enrollment application and attending a pre-contractual meeting that the Appellant attended on June 2, 2016. The Department also introduced the contract between the Department and the Appellant that was signed on June 24, 2016. (Respondent's

exhibit 3). The Department's witness testified that once a provider begins receiving clients under the term of the contract, the Department starts conducting surveys of the provider to ensure compliance. The Department sent a surveyor to the Appellant's office on January 2, 2017 and again on February 3, 2017 but was unable to conduct a review because no one was at the office. The Department sent the Appellant a letter informing her of this and reminding her of the program requirement to maintain business hour between the hours of 10:00 am and 4:00 p.m. Monday through Friday. Due to the Appellant's noncompliance to the terms of her contract, the Department suspended new participant referrals for 90 days effective February 8, 2017.

The Department went to the Appellant's office on February 20, 2017 and conducted an inspection. The surveyor found numerous instances of noncompliance.[1] The Appellant's noncompliance findings resulted in a preliminary score of 963 points. On February 23, 2017, the Department issued the Appellant a letter requiring the Appellant to submit a corrective action plan, which could possibly, if the Appellant was able to show that some of the violations did not occur, reduce the Appellant's score and the corresponding sanction. On March 9, 2017, the Appellant submitted her corrective action plan but did not deny that any of the violations occurred. After a final review, the Department assessed a final review score of 906 points.

At the hearing, the Appellant argued that the Department could not terminate the Contract absent a determination of fraud or conviction of a crime related to a Provider's participation in Medicaid pursuant to S.C. Code Ann. Regs. 126-401(B); because she was still subject to the Department's previous sanctions, the Department could not subject her to additional sanctions; the Corrective Action Plan she was required to submit following the February 20, 2017 inspection was the sanction the Department chose to impose and therefore the termination was a duplicative sanction; the Appellant was entitled to a Compliance Review 90 days after initiating service with CLTC; she was entitled to training and technical support per the contract; and the termination decision should be dismissed because the Department was a day late in responding to the Appeals and Hearings' Order to Produce documents and that the Department did not fully comply with the Order to Produce because it did not provide the version of the training module that was presented

[1] The Review Report, marked as Respondent's Exhibit 4, consists of sixteen pages and notes issues like the Appellant's failure to maintain a current worker's compensation insurance policy and individual participant or employee records, employees did not have the minimum experience requirements or were not properly licensed, and employees not being up to date on required medical tests.

during her training.[2]

The court disagrees with the Appellant's interpretation of the CLTC manual. Section 6G of the CLTC manual outlines the Department's Compliance Review Process. On page 6-125 of the CLTC manual, it states that provider records will be reviewed periodically at the provider's office through unannounced onsite visits. (R. p 334.) The CLTC manual also states that if the reviewer arrives at the provider's office to conduct a survey and no one is there, a thirty-day suspension of new referrals will be imposed for the first occurrence and a ninety-day suspension of new referrals for a second occurrence. In addition, the CLTC manual on page 6-123, states that "[p]roviders who have two consecutive reviews that result in suspension of new referrals, will be terminated if the third consecutive review has a final score that would result in a suspension of new referrals (400 and above)." (R. p 332.)

In the Appellant's case, the surveyor attempted to perform a review of the Appellant's office on two separate occasions but could not gain access either time because no one was there. The Department then imposed a ninety-day suspension of new referrals. The Department conducted a third consecutive review of the Appellant's office and the Appellant's final score ultimately was 906, well above a score that would result in a suspension of new referrals. The Department then terminated the Appellant's contract. The court finds no impropriety with the sanctions the Department imposed.

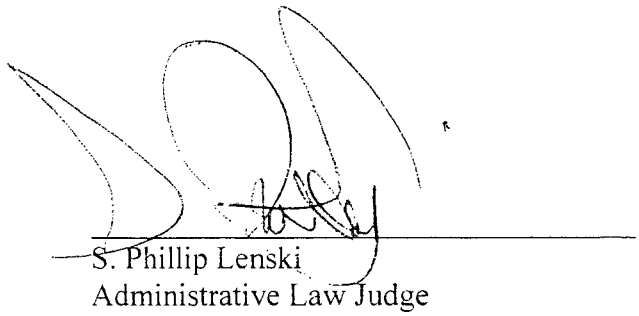
Furthermore, the contract the Appellant signed specifically requires her to, amongst other things, retain all records for five years, provide for the inspection of all records and offices by applicable state and federal agencies whenever deemed necessary, and maintain worker's compensation insurance. The Appellant's claim that she was unaware of the program requirements because the Department did not provide her with additional training is without merit. Additionally, the contract allows either party to cancel or terminate the contract for a material breach, or for otherwise materially failing to comply with their obligations under the contract. In light of the these findings, the court concludes that substantial evidence in the record supports the Hearing

[2] Specifically, the Appellant objected to the Department's introduction of the Medicaid Provider participation training module because it had changed from the time of her training. The Department's witness testified that the portions of the module relating to compliance and sanctions had not changed and that the training module was only being used to demonstrate that the Appellant had been informed on the requirements of the program. The Hearing Officer noted that he gave little weight to the document in arriving at his decision.

Officer's decision to uphold the Department's decision to terminate the Appellant's contract to provide Personal Care I and II Services, HASCI Attendant Care and Respite Care Services, Companion Services and MCC Respite Services under the Medicaid Home and Community Based Waiver Services program.

IT IS HEREBY ORDERED that the decision of the South Carolina Department of Health and Human Services is **AFFIRMED.**

AND IT IS SO ORDERED.



April 11, 2018
Columbia, South Carolina

S. Phillip Lenski
Administrative Law Judge

R007

Index

JEANETTE'S LOVING IN-HOME CARE AGENCY, v. SCDHHS

Certification of the Record ..... ~~3~~ R010

Final Order ..... ~~4~~ R013

Revised Notice of Hearing ..... ~~16~~ R023

Notice of Hearing ..... ~~17~~ R024

Order to Produce ..... ~~27~~ R034

Transcript, Hearing Day One ..... ~~29~~ R036

Opening of Respondent ..... ~~34~~ R045

Opening of Petitioner ..... ~~35~~ R046

Direct Testimony of Respondent ..... ~~41~~ R052

Cross Examination of Respondent ..... ~~76~~ R088

Transcript, Hearing Day Two ..... ~~130~~ R142

Examination of Respondent's Witness by Petitioner ..... ~~132~~ R144

Direct Testimony of Petitioner ..... ~~148~~ R160

Cross Examination of Petitioner ..... ~~172~~ R184

Examination of Respondent's Witness by Respondent ..... ~~173~~ R185

Re-Examination of Respondent's Witness by Petitioner ..... ~~175~~ R187

Respondent's Exhibit 1 ..... ~~186~~ R198

Respondent's Exhibit 2 ..... ~~187~~ R199

Respondent's Exhibit 3 ..... ~~215~~ R227

Respondent's Exhibit 4 ..... ~~243~~ R255

Respondent's Exhibit 5 ..... ~~259~~ R271

Respondent's Exhibit 6 ..... ~~261~~ R273

Respondent's Exhibit 7 ..... ~~317~~ R329
Respondent's Exhibit 8 ..... ~~336~~ R349
Petitioner's Exhibit 1 ..... ~~338~~ R350
Petitioner's Exhibit 2 ..... ~~339~~ R351
Petitioner's Exhibit 3 ..... ~~340~~ R352
Petitioner's Exhibit 4 ..... ~~341~~ R353
Petitioner's Exhibit 5 ..... ~~342~~ R354
Petitioner's Exhibit 6 ..... ~~343~~ R355
Petitioner's Appeal to Division of Hearings and Appeals ..... ~~353~~
Certificate of Service ..... ~~366~~ R378

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)
)
)
)

CERTIFICATION

This is to certify that I, Alexander Shissias, Hearing Officer for the South Carolina Department of Health and Human Services, reviewed the case record for Jeanette's Loving In-Home Care Agency v. South Carolina Department of Health and Human Services (SCDHHS Case No. 17-0777), including the transcript of the hearing held on June 8, 2017 and July 24, 2017, in Columbia, South Carolina.

The hearing on June 8, 2017 and July 24, 2017 was digitally recorded and transcribed to the included one hundred fifty seven (157) typewritten pages. Said pages are correct to the best of my knowledge and belief.

Alexander Shissias, Hearing Officer
Division of Appeals and Hearings

COLUMBIA, South Carolina

January 16, 2018

R010

~~R0003~~

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF APPEALS AND HEARINGS

August 16, 2017

CERTIFIED MAIL
Jeanette Vinson
107 Chalmers Court
Summerville, SC 29485

RE: Fair Hearing of Jeanette Vinson d/b/a Jeanette's Loving In-Home Care Agency v. SCDHHS
Case No: 17-0777 Provider Termination/Scope Reduction

Dear Ms. Vinson:

Enclosed please find the final administrative Order in the above-referenced matter.

Any party may appeal this decision to the SC Administrative Law Court (ALC). To appeal, a party must file a Notice of Appeal within thirty (30) days of receipt of this Order with the ALC at 1205 Pendleton Street, Brown Building, Suite 224, Columbia, S.C. 29201-3755. A copy of the Notice of Appeal must be sent to the SCDHHS's Office of General Counsel at P.O. Box 8206, Columbia, SC, 29202.

The appealing party must also request a transcript of the proceeding from the SCDHHS Division of Appeals and Hearings at P.O. Box 8206, Columbia, S.C. 29202-8206. A copy of the transcript request must be filed with the Notice of Appeal at the ALC. The cost of producing the transcript will be the responsibility of the appealing party. Additionally, the appealing party will be responsible for paying the required filing fee with its appeal or requesting a waiver of the fee from the ALC.

A complete copy of the ALC's rules may be obtained online at *www.scalc.net* or by contacting the Clerk of Court at (803) 734-0550.

Sincerely,

Alexander Shissias
Hearing Officer

cc: Tony Matthews, SCDHHS, via Email

1801 MAIN STREET • P.O. BOX 8206 • COLUMBIA SC 29202
TOLL FREE 800 763 9087 • PHONE 803 898 260[illegible] • FAX 803 255 8206 • WWW.SCDHHS.GOV/APPEALS

Notice of Non-Discrimination
The South Carolina Department of Health and Human Services (SCDHHS) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. SCDHHS does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Language Services
If your primary language is not English, language assistance services are available to you, free of charge. Call: 1-888-549-0820 (TTY: 1-888-842-3620).

si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-549-0820 (TTY: 1-888-842-3620).

خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 888-549-0820 (رقم هاتف الصم والبكم: 888-842-3620).
إذا كنت تتحدث اذكر اللغة، فإن

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Jeanette Vinson, d/b/a Jeanette's Loving In-Home Care Agency, Petitioner, -v- South Carolina Department of Health and Human Services, Respondent.	)	BEFORE THE DIVISION OF APPEALS AND HEARINGS SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES **FINAL ADMINISTRATIVE DECISION** Case No. 17-0777 Provider Termination/Scope Reduction Hearing Dates June 8th and July 24th, 2017

INTRODUCTION

On April 6th, 2017, the Department issued its decision terminating Petitioner's contract to provide Personal Care I and II Services, HASCI Attendant Care and Respite Care Services, Companion Services and MCC Respite Services under the Medicaid Home and Community Based Waiver Services program. This appeal followed.

JURISDICTION

This case is adjudicated under the authority granted by the South Carolina General Assembly to administer various programs and grants. *See, e.g.*, S.C. Code Ann. § 44-6-10 *et seq.* The appeal has been conducted pursuant to the provisions of the Appeals and Hearings regulations of SCDHHS, S.C. Code Ann. Regs. 126-150 *et seq.*, and the South Carolina Administrative Procedures Act, S.C. Code Ann. § 1 23-310 *et seq.* This appeal is before a single Hearing Officer in the Division of Appeals and Hearings. S.C. Code Ann. Regs. 126-154.

STATEMENT OF THE CASE

The Petitioner challenged the Department's decision, raising the following grounds:

1. Petitioner argued the Department cannot terminate a Provider absent a determination of fraud or conviction of a crime related to provider's participation in Medicaid

pursuant to S.C. Code Ann. Regs. 126-401 (B).

2. The Petitioner had been sanctioned previously by having new referrals suspended for 90 days because no one was present at the premises when earlier unannounced inspections were scheduled. Petitioner argued the Department could not subject her to additional sanctions while the previous sanction was still imposed against her;
3. The Petitioner argued that the plan of correction the Department required her to submit following the February 20th, 2017 inspection was the sanction the Department had selected pursuant to p. 6-124 of the CLTC Provider Manual, and that the termination was a duplicative sanction;
4. The Petitioner argued she was entitled to a Compliance Review 90 days after initiating service with CLTC as per p. 2-4 of the CLTC Provider Manual.
5. Petitioner argued that as a Provider she was entitled to training and technical support under the Agreement, regulations, and the CLTC Provider Manual, and that the Department did not provide that training. Petitioner contends that that her noncompliance was caused by the Department's noncompliance with the Agreement, regulations, and the CLTC Provider Manual.
6. Petitioner also argued that the termination decision should be dismissed as Respondent had a) responded to this tribunal's Order to Produce all documents it relied on in making its decision one day late, and b) as Respondent had not fully complied with the Order to Produce in that it did not provide the version of the training module that was presented during her training.

FINDINGS OF FACT

Having observed the witnesses and exhibits presented at the hearing and closely passed upon their credibility, and considering the burden of persuasion by the parties, I make the following findings of fact by a preponderance of the evidence:

1. By Agreement dated June 24th, 2016, (R.'s Ex. 3), Petitioner was enrolled as a provider of Personal Care I and II Services, HASCI Attendant Care and Respite Care Services, Companion Services and MCC Respite Services.
2. As part of this enrollment process, Petitioner attended training regarding the requirements of Medicaid Provider participation. The Department introduced the sign-

in sheet (R.'s Ex. 1) showing Petitioner's signature, and R.'s Ex. 2, a copy of the training module. Petitioner objected to this, claiming that the version of the module had changed from the time of her training. Debora Carter, a Program Coordinator II within the Department's CLTC program, testified that the relevant portions of the module relating to compliance and sanctions had not changed, but that as other portions of the training module changed, the Department modified the training document. Ms. Carter introduced the module to demonstrate that the Petitioner had been informed on the requirements of the program. Petitioner continued to object, stating that the version she attended did not discuss sanctions. I admitted the document over Petitioner's objections based on Ms. Carter's testimony, and at any rate, I gave this document little weight in arriving at my decision.

3. In January and early February of 2017 Respondent attempted to conduct surveys at Petitioner's place of business and both times was unable to gain entry as no one was present. As a result the Department suspended new client referrals for 90 days as specified in the Department's relevant policy manual (See P.'s Ex. 1).[1]
4. On February 20th, 2017, the Department's surveyor conducted a survey of Petitioner's office. Ms. Carolyn Lockard conducted the survey and testified for the Department.
5. Ms. Carter testified that the Department has a survey system whereby each provider has a certain number of points assessed against it for findings of noncompliance. The reviewer inputs each finding of noncompliance and a numerical score is generated. The decision to impose sanctions depends on the number of points, as per the CLTC Provider Manual. She introduced Section 6 of the Manual as R.'s Ex. 7. On page 6-124 of the manual there is a chart showing the range of sanctions and the numerical range for imposing that sanction. They range from requiring a Correction Plan (0-99 points) through suspensions of varying periods, up to Termination (for any score exceeding 400 points.)
6. Ms. Carter testified that in the case of all surveys, regardless of the score, the Department requires the provider to submit a corrective action plan. In the event the

[1] Petitioner disputed this as well, claiming that on one occasion the Department's reviewer was unable to find Petitioner's business location. However, the findings in the suspension notice were not timely appealed. As a result the agency decision became final and I lack jurisdiction to consider it.

provider's response shows that some of the violations did not occur, the Department may reduce the score and the corresponding sanction.

7. When Ms. Lockard inspected Petitioner's facility, she found extensive noncompliance including recordkeeping issues, which she detailed on her summary report. The Department admitted this report as R.'s Ex. 4. I will not recite all the compliance issues other than to state they were extensive, pertaining to both employee and client records. There were also significant instances of operational noncompliance including failure to maintain worker's compensation insurance, failure to maintain records of tuberculin PPD testing for some employees, and failure to make or document supervisory visits. As a result of the inspection the Department assessed a preliminary score of 963, far exceeding the threshold for termination of 400 points under Department policy.
8. On February 23rd, Ms. Carter issued a request for a corrective action plan to Petitioner (R.'s Ex. 5). In this letter Ms. Carter noted in bold: "**[i]f the final review score is 400 or above, your contract will be terminated.**" (emphasis in original)
9. On March 9th, Petitioner submitted her corrective action plan (R.'s Ex. 6). In the plan, Petitioner detailed how she had corrected many of the instances of noncompliance and planned to prevent noncompliance in future. Petitioner also submitted several quotes for worker's compensation insurance.
10. On April 6th, 2017, the Department issued its termination decision (R.'s Ex. 8). In the letter the Department assessed a final review score of 906 points, still far exceeding the 400 point termination threshold in Department policy.
11. Ms. Lockard testified on behalf of the Department on her survey. She testified that the Department uses a computer program that instructs her on which providers to inspect on a particular day. It randomly selects both client and employee files for her to review. She testified that in this case only 6 of the 21 client files selected were available, and that some of the employee files were not available. In response Petitioner argued strenuously that the Department could not have made some of its findings regarding deficiencies in the files, as the files were not available and as Ms. Lockard did not see them. However, Ms. Lockard testified that in cases where selected files are not available, she requests other files and reviews them instead. Further, the fact that the files were not present is a violation of the Provider Agreement as well.

12. Petitioner testified that the files were not available because they related to terminated clients and terminated employees, and that she had destroyed these files. She testified that she was unaware of the requirement in the Department's manual (R.'s Ex. 7, p. 6-121) and the Provider Agreement that all files were to be maintained for five years.
13. Petitioner testified on her own behalf and maintained that Ms. Lockard could not have made the findings she made with regard to the unavailable files. She also raised the six defenses listed above. As far as the instances of noncompliance, neither her testimony nor the corrective action plan she submitted (R.'s Ex. 6) seemed to rebut the Department's findings. In fact, the corrective action plan she submitted seemed to support the Department's findings. In responding to a number of deficiencies cited by the Department, Petitioner stated that they will be rectified on a "moving forward" basis. The Petitioner responded saying that the deficiencies will not occur in the future. This is not the same thing as demonstrating the problems did not occur in the first place; on the contrary it is evidence that the deficiencies existed. To the extent that Petitioner claimed otherwise at the hearing impacts the credibility of her testimony.
14. With regard to several of the instances of noncompliance Petitioner alleged that the Department had breached its duties under the Agreement, regulations, and CLTC Policy, and that her noncompliance had been caused by the Department. She alleged that the Department was required to provide her with "technical assistance," rather than simply inspecting her. She claimed that the Department failed to properly inform her of what was required, and that as a new Provider she ought to be allowed a chance to correct deficiencies rather than being terminated. These claims largely relate to legal issues, so I shall address them below.
15. Petitioner made claims of procedural irregularities in the Department's enforcement process. These claims largely relate to legal issues, so I shall address them below.

APPLICABLE LAW

S.C. Code Ann. Regs. §§126-401-403 refer to the grounds for issuing sanctions against a Medicaid provider, including termination.

CONCLUSIONS OF LAW

1. The Petitioner argued that the Department cannot terminate a Provider absent a determination of fraud or conviction of a crime related to the Provider's participation in Medicaid under S.C. Code Ann. Regs. 126-401 (B). However, there is also S.C. Code Ann. Regs. 126-403, which lists one of the grounds for sanction as including "[b]reach of the terms of the Medicaid provider agreement..." The Agreement Petitioner signed with the Department also calls for termination in the event of breach of the terms of the contract. Under the Agreement Petitioner agreed to comply with recordkeeping requirements and with the policies of the Department, including the requirements of the CLTC Manual (See R's Ex. 3, p.4, Scope of Services). I therefore conclude that Termination is not limited to situations listed in R. 126-401 (B), but includes breach of the Agreement and failure to comply with the requirements imposed by the CLTC Manual.
2. Petitioner had been previously been sanctioned by having new referrals suspended for 90 days because no one was present at the premises when two earlier unannounced inspections were held. Petitioner argued the Department could not subject her to additional sanctions while the previous sanction was still imposed against her. According to the CLTC Manual, a 90 day suspension of new client referrals is imposed when the Department makes two attempts to conduct a survey, and there is no one present at the Provider's office on either occasion.[2] The Termination was for separate instances of noncompliance found at the February 20th, 2017, survey. I see no proposition in any statute or regulation limiting the Department's ability to inspect and sanction noncompliant conduct merely because a Provider is currently being sanctioned for other noncompliance. To find otherwise would undermine the purposes of a compliance program.
3. The Department required Petitioner to submit a plan of correction following the February 20th, 2017 survey. Petitioner argued that Termination was a duplicative sanction because the Department had required her to submit this plan of correction. According to the Petitioner, in requiring the plan of correction the Department had in effect selected the sanction already, and could not issue a Termination. As discussed

[2] Again, I understand that Petitioner disputes the facts relating to this suspension, but as no appeal was timely taken from that decision, it is final.

above, this is not the case. According to the CLTC Manual, a plan of correction is indicated for scores of 0-99 points. The Department's February 23rd letter (R.'s Ex. 5) states in bold: "[i]f the final review score is 400 or above, your contract will be terminated." This clearly indicates that the Department had not made a final decision on a sanction. As Ms. Carter testified, the Department always requires Providers to correct instances of noncompliance; this has nothing to do with the final sanction. In this case the plan of correction was not intended to be a sanction at all; the Department simply insisted that Petitioner document that she had done what she promised to do under the Agreement in the first place. I further note that in a number of respects Petitioner did not demonstrate a return to compliance. She only obtained quotes for worker's compensation insurance and requested an additional 120 days (after the expiration of the 90 day referral suspension) to correct this deficiency. (R's. Ex. 6, p.3). Regarding many of the other instances of noncompliance Petitioner only promised to comply on a "going forward" basis; there was no demonstration that past noncompliance had not occurred. In challenging a decision to terminate a permit or license, the South Carolina Administrative Procedures Act does not call for the reversal of such a decision on the grounds that the permittee cured the deficiencies noted, but instead if it is found that the permittee was in compliance with the law. *Garris v. Governing Bd. of South Carolina*, 333 S.C. 432, 511 S.E. 2d 48 (1999). While a Medicaid Provider Agreement is not the same as a permit or license, a similar analysis applies. The fact that Petitioner agreed to correct prior noncompliance does not mean it did not happen.

4. Petitioner argued that she was entitled to some sort of non-binding "compliance review" 90 days after initiating service with CLTC as per p. 2-4 of the CLTC Provider Manual. (P's. Ex. 3). In fact the compliance review discussed in the Manual is to be performed before the Agreement is signed to determine whether a prospective provider meets criteria and is eligible to become a provider. At any rate, I see nothing in any policy supporting the conclusion that having a compliance review is a precondition to the standard survey and enforcement process.
5. Petitioner argued she was entitled to training and technical support under the Agreement, regulations, and the CLTC Provider Manual, and that the Department did

not provide training on what was required of her. Petitioner contends her noncompliance was caused by the Department's noncompliance with the Agreement, regulations, and the CLTC Provider Manual. Page 2-4 of the CLTC Provider Manual (P's. Ex. 3) discusses the fact that the Department provides technical assistance. However, it does not make an enforcement action contingent on the receipt of training, or on a Provider's understanding of what the Department's requirements are. Provider requirements are set out in the Agreement, which references and incorporates the CLTC Provider Manual. Even if the Department had provided no training at all, Petitioner would be required to comply with the Agreement she had signed.

6. Petitioner argued that the termination decision should be dismissed as Respondent had a) responded to this tribunal's Order to Produce all documents it relied on in making its decision one day late, and b) as Respondent had not fully complied with the Order to Produce in that it did not provide the version of the training module that was presented during her training. At the hearing I rejected both of these motions to dismiss. First of all, Petitioner did not demonstrate that she was prejudiced by the Department's late production. Second, with regard to the training module, it did not appear that the Department relied on it in any way in making its final decision. The Department admitted the training module simply to demonstrate that training had been offered, and that Petitioner had attended the training session. As discussed in Conclusion of Law #5, the Department is entitled to insist that its Providers comply with the contracts they sign even in the absence of any training at all. If this is indeed a breach of the Agreement, then the Provider's remedy is to terminate the Agreement.

DECISION

The Department's decision to terminate Petitioner's contract to provide Personal Care I and II Services, HASCI Attendant Care and Respite Care Services, Companion Services and MCC Respite Services under the Medicaid Home and Community Based Waiver Services program is upheld. Respondent carried its burden of proof.

AND IT IS SO ORDERED.

Alexander Shissias, Hearing Officer
Division of Appeals and Hearings

DATED AT COLUMBIA,
South Carolina
August 16, 2017

R0014
R021

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF APPEALS AND HEARINGS

Certificate of Mailing

Jeanette Vinson d/b/a Jeanette's Loving In-Home Care Agency
Alexander Shissias, Hearing Officer
Case No. 17-0777

I hereby certify that on this day I have served the enclosed decision upon the parties of record in this proceeding as set forth below:

CERTIFIED MAIL 91 7199 9991 7038 0609 2681
Jeanette Vinson
107 Chalmers Court
Summerville, SC 29485

EMAIL
Tony Matthews
SCDHHS
PO Box 8206
Columbia, SC 29202
Tony.Matthews@scdhhs.gov

APPEALS & HEARINGS
SCANNED
AUG 17 2017
SCDHHS

DATED this 17 day of Aug, 2017
Columbia, SC

Tamara McDaniel
Division of Appeals and Hearings

R022
~~R0015~~

January 12, 2018

VIA EMAIL
Jeanette Vinson
107 Chalmers Court
Summerville, SC 29485

EMAIL
Debora Carter
Contracts SCDHHS
PO Box 8206
Columbia, SC 29202
CARTERDB@scdhhs.gov

RE: Fair Hearing of Jeanette's Loving In-Home Care Agency v. SCDHHS
Case No. 17-0777 Provider Termination/Scope Reduction

-NOTICE OF FAIR HEARING-RESCHEDULED

Dear Ms. Vinson & Ms. Carter:

In accordance with the request for a fair hearing made by Jeanette Vinson on behalf of the Petitioner, Jeanette's Loving In-Home Care Agency, the hearing will reconvene on Monday, July 24, 2017 at 10:00 AM at in the 9th Floor Appeals Conference Room at the Jefferson Square Building, 1801 Main Street (corner of Main and Laurel), Columbia, South Carolina. All other provisions of the previous Notice of Hearing shall apply. During the hearing the direct and cross examination of Ms. Carolyn Lockard will be conducted and Petitioner will have the opportunity to present its case.

For questions about scheduling or a procedural matter, you may contact the Division of Appeals and Hearings at 803-898-2600 or (800) 763-9087.

Sincerely,

Alexander Shissias
Hearing Officer

R023
~~R0016~~

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF APPEALS AND HEARINGS

May 9, 2017

FIRST CLASS & CERTIFIED MAIL
Jeanette Vinson
107 Chalmers Court
Summerville, SC 29485

EMAIL
Debora Carter
Contracts SCDHHS
PO Box 8206
Columbia, SC 29202
CARTERDB@scdhhs.gov

RE: Fair Hearing of Jeanette's Loving In-Home Care Agency v. SCDHHS
Case No. 17-0777 Provider Termination/Scope Reduction

-NOTICE OF FAIR HEARING-

Dear Ms. Vinson & Ms. Carter:

In accordance with the request for a fair hearing made by Jeanette Vinson on behalf of the Petitioner, Jeanette's Loving In-Home Care Agency, a hearing is scheduled for **June 8, 2017**. The hearing will be held in the 9th Floor Appeals Conference Room at the Jefferson Square Building, 1801 Main Street (corner of Main and Laurel), Columbia, South Carolina, starting at 10:00 am Directions and parking information are enclosed.

The hearing is a formal process of review and adjudication of the decisions made by the Respondent South Carolina Department of Health and Human Services (SCDHHS). The subject of the hearing is whether Respondent properly terminated Petitioner's contract for Medicaid Home and Community Based Waiver Services. The hearing rules are enclosed.

If the Petitioner wishes to withdraw the request for a Fair Hearing, please notify the Division of Appeals and Hearings as soon as possible after that decision is made. If a conflict arises in regard to the scheduled hearing date, please contact the Division of Appeals and Hearings immediately.

For questions about scheduling or a procedural matter, you may contact the Division of Appeals and Hearings at 803-898-2600 or (800) 763-9087.

R024

Sincerely,

Alexander Shissias
Hearing Officer

Enclosure

cc: Ernestine Staley, via Email

Notice of Non-Discrimination
The South Carolina Department of Health and Human Services (SCDHHS) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. SCDHHS does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Language Services
If your primary language is not English, language assistance services are available to you, free of charge. Call: 1-888-549-0820 (TTY: 1-888-842-3620).

si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-549-0820 (TTY: 1-888-842-3620).

خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 888-549-0820 (رقم هاتف الصم والبكم: 888-842-3620).
إذا كنت تتحدث اذكا اللغة، فإن

HEARING PROCEDURES

- South Carolina Department of Health and Human Services (SCDHHS) administrative hearings are in person.
- Please be on time and make sure your witnesses are available on the date, time, and location of the hearing.

Nature of an administrative hearing: An administrative hearing is similar to a court trial but less formal. Like a trial, it is a contested proceeding and the purpose is to gather facts through testimony, documents, and other evidence. The Petitioner is the person appealing. The Respondent is the agency. Please see the "Hearing and Appeals Process Overview" handout for more details.

Speaking with the Hearing Officer prior to the hearing: No party may speak to the Hearing Officer about the case without all the other parties being involved. You may speak with the Hearing Officer about procedural and scheduling matters. Your opportunity to explain the facts and your position is at the hearing. Please see the "Hearing and Appeals Process Overview" handout for more details.

Things you will need for the hearing:

1. All the exhibits that you have that you want the Hearing Officer to consider. *Remember to bring at least two (2) copies of your exhibits: one for the Hearing Officer and one for the opposing party.*
2. A written list of points you want to make.
3. A written list of any questions that you want to ask of all the witnesses, both your own witnesses and the opposing party's witnesses.
4. Pen and paper so that you can take notes during the hearing.

Hearing Procedure: The hearing procedure is as follows:

1. **Burden of proof:** In this case, the Respondent has the burden of proof.

2. **Conduct:** Proper conduct to witnesses, agency representatives, and the Hearing Officer is required. The hearing is recorded. Do not interrupt witness testimony or talk with another witness during the hearing. If you need to discuss something with any of the witnesses, inform the Hearing Officer and he will go off the record and stop the recording.

3. **Hearing preamble:** The Hearing Officer will identify the parties, explain procedure and explain the rights of the parties.

4. **Identification of issue:** The Hearing Officer will identify the issue or issues in the case.

5. **Identification of exhibits:** The exhibits will be admitted into the hearing record, unless either party objects. To be "admitted" means that the Hearing Officer will consider them in reaching a decision in the case.

6. **Oath:** Testimony is taken under oath. If an individual's religious beliefs prevent him from swearing an oath, he will be asked to affirm the information he will give at the hearing is the truth.

7. **Order of testimony and evidence:** The Hearing Officer, pursuant to South Carolina Code of Regulations 126-154, will determine the order in which the parties present their arguments and any evidence.

   In most cases, Respondent SCDHHS (or its agent) presents its case first. Then the Petitioner and the Hearing Officer may cross-examine each of the Respondent's witnesses. The Respondent then may present follow-up testimony, and the Petitioner may re-cross-examine the Respondent's witnesses.

Next, the Petitioner presents his case and the Respondent and Hearing Officer have the option to cross-examine each of the Petitioner's witnesses. The Petitioner then may present any follow-up testimony and the Respondent may re-cross-examine the Petitioner's witnesses.

After all testimony is given, the Respondent has the option of presenting a closing statement in which the Respondent may summarize the evidence and rules supporting its position. Then the Petitioner may do the same.

8. **Keeping the record open:** As the hearing progresses, one party may realize the Hearing Officer does not have all the available information, such as medical reports, to make an accurate decision. If so, the party may ask the Hearing Officer to hold the record open, that is, to permit the party to submit more documents after the hearing ends. The Hearing Officer may or may not grant the request. Each party has the responsibility to bring its evidence to the hearing.

9. **The decision:** The Hearing Officer will not tell you the decision on the day of the hearing. After the hearing has ended and the record closes, the Hearing Officer will review all the evidence and testimony. Each party will receive a lengthy written decision in the mail

HEARING AND APPEALS PROCESS

MEDICAID APPEALS

South Carolina Department of Health and Human Services (SCDHHS)

Who will decide your appeal?

An independent Hearing Officer at SCDHHS will review your appeal, issue orders if needed, conduct a hearing if needed, and make a decision regarding your case. The Hearing Officer works in a separate unit from the rest of SCDHHS, called the Division of Appeals and Hearings. He or she has not been involved in the prior decisions to deny your benefits or application, and he or she not may discuss the case with SCDHHS employees unless you are present or copied on the message. During the appeal, you are the Petitioner, and SCDHHS is the Respondent.

Will you have an opportunity to meet with the Hearing Officer?

Most cases have an "administrative hearing." An administrative hearing is similar to a court trial but less formal. Like a trial, it is a contested proceeding and the purpose is to gather facts through testimony, documents, and other evidence. If the Hearing Officer schedules a hearing, **it will be in-person in Columbia, and you will be required to attend**. You will receive a separate Notice of Hearing with the time, date, and location, along with the rules for a hearing.

What else should you expect during your appeal?

You may receive Orders from the Hearing Officer, similar to court orders. The Orders might request additional information, set up conferences or deadlines, or schedule hearing dates. If you receive an Order from the Hearing Officer, you must do what it asks or your appeal may be dismissed, and you may lose any further appeal rights. Below are some additional FAQs:
https://www.scdhhs.gov/site-page/appeals-and-hearings-frequently-asked-questions

Who else is involved in your appeal?

An employee of SCDHHS will represent SCDHHS in front of the Hearing Officer throughout the appeal. He or she will be responsible for providing the information SCDHHS used in making its decision about your benefits or application. You are encouraged to work with the SCDHHS employee to resolve the issues before the hearing, if that is possible.

Can you call the Hearing Officer or the Division of Appeals and Hearings with questions?

Neither you nor SCDHHS may speak to the Hearing Officer about the case without all the other parties involved. You may speak with the Hearing Officer about procedural and scheduling matters, but no one in the Hearing Officer's office can give you legal advice, and you should never attempt to discuss the facts of your case with any Hearing Officer or employee of the SCDHHS Division of Appeals and Hearings. Your opportunity to explain the facts and your position is at the hearing.

What will the Hearing Officer review?

The Hearing Officer will review:

- The relevant laws, regulations, & policies;
- The relevant portions of the Medicaid Policy & Procedure Manual (MPPM) or Provider Manuals
- All the information SCDHHS provides about its decision;
- Any additional information you submit;
- All testimony and exhibits submitted during a hearing.

What are your rights during this process?

You have the right to a copy of all items used to decide your appeal. You have the right to be represented by an attorney or authorized representative during the appeals process.

How will you be notified of the Hearing Officer's decision?

After the Hearing Officer makes a decision, you will receive a detailed written explanation of that decision. The written determination will explain the specific reasons for decision and will include the facts, laws, regulations, and policies the Hearing Officer used to make his or her decision. The Hearing Officer will make every effort to provide you a written determination within thirty (30) days of when the Hearing Officer has made his or her decision.

What if your Appeal is denied by the Hearing Officer?

If the Hearing Officer denies your claim in whole or in part, you will have thirty (30) days to seek appellate review in the Administrative Law Court.

Do you need accommodations?
Please notify the Division of Appeals and Hearings of any accommodations you may require at (803) 898-2600 or toll free at 1-800-763-9087.

This notice and other documents and information are available for free in other languages. Please call the Healthy Connections Member Services Center at 1-888-549-0820, TTY users should call 1-800-753-8583, 8 a.m. – 6 p.m. Monday-Friday. The call is free.

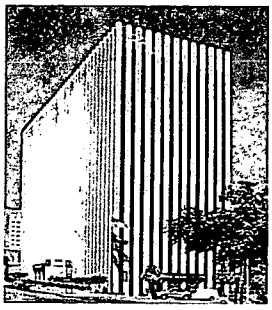
Directions and Parking Info for SCDHHS Main Office — Columbia, SC

You have three parking options when attending a hearing:

1) The Matthew J. Perry Parking garage, which charges up to $10 per day and does not require advance reservations. This garage is located at the corner of Main and Richland Streets. The entrance to the garage is located on Richland Street at the white "Public Parking" sign. Park in the public spaces on the four floor or above. Do **NOT** park in a reserved space. Do **NOT** park at a red meter or a "Permit Only" space.

2) The street, if a space is available. If you decide to park on the street, remember to bring change. If you have a handicapped parking permit, you do not have to pay the meter. Do **NOT** park at a meter with a bag on it. We will not reimburse you for a towing fee.

3) The attached SCDHHS parking garage, with prior permission at no charge. As space is limited, please contact us immediately if you want to park here. You will receive separate directions, an assigned space, and an access code to enter this garage. The code changes regularly. You may park in the SCDHHS garage for the duration of your hearing. Please let us know in advance if you need reasonable accommodations to access the building.



The Jefferson Square Building at 1801 Main Street is the 12 story vertically striped building at the corner of Main and Laurel Streets. **Enter the building through the courtyard on the Main Street side** and sign in at the guard station.

Driving Directions to the Matthew Perry Garage

From I-20 Westbound: Merge onto SC-277 S via exit number 73A toward Columbia. This becomes Bull Street. Turn right onto Richland Street. The Matthew J. Perry parking garage is on your left after crossing Main Street. A white Public Parking sign is at the entrance of the garage.

From I-20 Eastbound: Merge onto US-76 East/I-26/126 East via Exit 64 A toward Columbia; continue toward Columbia in inside left lane; freeway ends and becomes Elmwood Avenue/US-76/US-176. Turn right on Assembly Street/SC-48 S. Richland Street is the second street that crosses Assembly. Turn left off of Assembly onto Richland and the parking garage is on your right.

From I-26 Eastbound: Follow I-26 toward Columbia; Continue toward Columbia on 126 East/US-76 East in inside left lane; freeway ends and becomes Elmwood Avenue/US76-76/US-176. Turn right on Assembly Street/SC-48 S. Richland Street is the second street that crosses Assembly. Turn left off of Assembly onto Richland and the parking garage is on your right.

From I-26 Westbound: Follow I-26 toward Columbia. After passing Exit 110 (Lexington Medical Center), get in far right lane, take exit 108-B onto I-126 toward Columbia. Continue toward Columbia on 126 East/US-76 East in inside left lane; freeway ends and becomes Elmwood Avenue/US76-76/US-176. Turn right on Assembly Street/SC-48 S. Richland Street is the second street that crosses Assembly. Turn left off of Assembly onto Richland and the parking garage is on your right.

From 1-77 Southbound: Follow I-77 toward Columbia; merge on to SC-277 S via exit number 18 toward I-20 W/Columbia/Augusta. Turn right onto Elmwood Ave/US-76; continue to follow Elmwood Avenue. Turn left on to Assembly St/SC-48 S. Richland Street is the second street that crosses Assembly. Turn left off of Assembly onto Richland and the parking garage is on your right.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF APPEALS AND HEARINGS

May 9, 2017

EMAIL
Debora Carter
Contracts SCDHHS
PO Box 8206
Columbia, SC 29202
CARTERDB@scdhhs.gov

FIRST CLASS & CERTIFIED MAIL
Jeanette Vinson
107 Chalmers Court
Summerville, SC 29485

RE: Fair Hearing of Jeanette's Loving In-Home Care Agency v. SCDHHS
Case No: 17-0777 Provider Termination/Scope Reduction

Dear Ms. Carter and Ms. Vinson:

Enclosed is an Interlocutory Order directed to Respondent SCDHHS requiring production of all documentation underlying the Department's April 6, 2017 termination decision. The Department must produce a copy of these documents and send Petitioner a copy of them by **Monday, May 22, 2017**.

Enclosed please also find a Notice of Hearing scheduled for **June 8, 2017**. The hearing will be held in the 9th Floor Appeals Conference Room at the Jefferson Square Building, 1801 Main Street (corner of Main and Laurel), Columbia, South Carolina starting at 10:00 am. Should the Petitioner require the attendance of any DHHS staff as witnesses (for instance, any DHHS staffer who inspected or attempted to inspect your facility) you should contact Ms. Carter and request that they be present at the hearing on the 8th. Similarly, should Ms. Carter require the attendance of any member of Petitioner's agency as a witness, you should contact Ms. Vinson and request that person's attendance.

Finally, attached to Petitioner's appeal packet was a 2015 copy of the DHHS CLTC manual dealing with the compliance review process. This manual was updated on April 1, 2017. While the provisions pertaining to sanctions and contract termination may not have changed significantly, the pagination has changed. I have included a copy of pages 6-122 through 6-126 of the CLTC manual. A full copy of the manual can be found at https://www.scdhhs.gov/provider-type/cltc-provider-manual-020105-edition-posted1142005. This is the version of the manual that will be used at the hearing.

If you have any procedural questions, please contact me at 803-540-3090 or Alexander.Shissias@scdhhs.gov.

Sincerely,

Alexander Shissias
Hearing Officer

Enclosure

cc: Ernestine Staley, DHHS via Email

Notice of Non-Discrimination
The South Carolina Department of Health and Human Services (SCDHHS) complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex. SCDHHS does not exclude people or treat them differently because of race, color, national origin, age, disability, or sex.

Language Services
If your primary language is not English, language assistance services are available to you, free of charge. Call: 1-888-549-0820 (TTY: 1-888-842-3620).

si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 1-888-549-0820 (TTY: 1-888-842-3620).

خدمات المساعدة اللغوية تتوافر لك بالمجان. اتصل برقم 888-549-0820 (رقم هاتف الصم والبكم: 888-842-3620).
إذا كنت تتحدث اذكر اللغة، فإن

STATE OF SOUTH CAROLINA COUNTY OF RICHLAND Jeanette's Loving In-Home Care Agency, Petitioner, v. South Carolina Department of Health and Human Services, Respondent.	BEFORE THE DIVISION OF APPEALS AND HEARINGS OF THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES **INTERLOCUTORY ORDER** Case No. 17-0777 Provider Termination/Scope Reduction

INTRODUCTION

Jeanette's Loving In-Home Care Agency (Petitioner) appealed the Department's April 6, 2017 decision to terminate Petitioner's contract for Medicaid Home and Community Based Waiver Services. **Read carefully, because Respondent must respond by Monday, May 22, 2017.**

JURISDICTION

This appeal is adjudicated under the authority granted by the South Carolina General Assembly to SCDHHS to administer various programs and grants. *See, e.g.*, S.C. Code Ann. § 44-6-10. The appeal has been conducted pursuant to the SCDHHS Appeals and Hearings regulations, S.C. Code Ann. Regs. 126-150 *et seq.*, and the South Carolina Administrative Procedures Act, S.C. Code Ann. § 1 23-310 *et seq.*

FACTUAL BACKGROUND

On April 6, 2017, The Department terminated Petitioner's contract for Medicaid Home and Community Based Waiver Services. This appeal followed.

RESPONDENT ACTION REQUIRED

Respondent shall produce all documentation underlying its April 6, 2017 termination decision and shall provide a copy to Petitioner. This documentation must be received by **Monday, May 22, 2017**.

R034 ~~R0027~~

Please submit the response to: Alexander.Shissias@scdhhs.gov.

AND IT IS SO ORDERED.

Alexander Shissias, Hearing Officer
Division of Appeals and Hearings

COLUMBIA, South Carolina
May 9, 2017

SOUTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF APPEALS AND HEARINGS
SCDHHS #: 17-0777

JEANETTE VINSON d/b/a JEANNETTE'S LOVING IN-HOME CARE AGENCY,	)	
PETITIONER,	)	
VS.	)	ADMINISTRATIVE APPEAL
THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES,	)	
RESPONDENT.	)	

HEARING - JUNE 8th, 2017

COPY

COLUMBIA REPORTING SERVICE
P.O. BOX 50776
COLUMBIA, SOUTH CAROLINA 29520-0776
(803) 530-0619 / 0877 / conarco@aol.com

APPEARANCES

HEARING OFFICER: ALEXANDER SHISSIAS

FOR THE PETITIONER: JEANETTE VINSON (PRO SE)

FOR THE RESPONDENT: DEBORAH CARTER, ESQUIRE

INDEX

HEARING COMMENCES ---------- 3

OPENING STATEMENT BY MS. CARTER ---------- 6

OPENING STATEMENT BY MS. VINSON ---------- 7

MOTION BY MS. VINSON ---------- 8

TESTIMONY BY MS. CARTER ---------- 14

CROSS-EXAMINATION OF MS. CARTER BY MS. VINSON ------ 48

CERTIFICATE ---------- 101

EXHIBITS*

* - ALL EXHIBITS RETAINED BY THE HEARING OFFICER AND/OR COUNSEL.

COLUMBIA REPORTING SERVICE
P.O. BOX 50776
COLUMBIA, SOUTH CAROLINA 29520-0776
(803) 530-0619 / 0877 / conarco@aol.com

[THE HEARING COMMENCES.]

MR. SHISSIAS: We're on the record. This hearing concerns the DHHS Division of Appeals, Case Number 17-0777. This appeal was brought by petitioner Jeanette Vinson, doing business as Jeanette's Loving In-Home Care Agency. Ms. Vinson, if I understand, there's not an LLC or an incorporation, just a d/b/a?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. All right. Today is June 8th, 2017. I'm Alexander Shissias, the presiding hearing officer in this case. This hearing is conducted in accordance with the South Carolina Administrative Procedures Act and DHHS regulations 126-150 through 158. Those are our regulations on appeals and hearings.

I will not make a decision today. When I make my decision, both parties will be notified of the decision in writing. During this hearing, I want you to know that each party has the following rights: the right to ask questions; the right to call witnesses and present documents; the right to cross-examine witnesses and examine the documents of the other party; to ask the other party about their documents; the right to

refute the testimony of the other party.

Now, the petitioner here is Jeannette Vinson, doing business as Jannette's Loving In-Home Care Agency, an unincorporated entity represented by Ms. Jeanette Vinson. The respondent is DHHS, represented by Deborah Carter, and the issue involved in this case is whether the Department's April 6th, 2017 decision to terminate the petitioner as a provider of in-home care services under the Medicaid Home and Community-Based Waiver Services program was correct. Okay.

In this case, because it involves a termination, the Department has the burden of proof by preponderance of the evidence that's "more likely than not." I don't have any exhibits to enter.

Now, the -- the procedure, the way we're going to do things, is each party is going to -- I'd like to have a brief opening statement, and by that I don't mean present your case, but give me a brief preview of what you intend to show me, okay? You don't have to -- you don't go into your cases or into any documents; just say, "This is how the other" -- in the case of the agency, "This is what we did. This is what we believe.

This is what we're going to show you," and, in your case, "This is how we believe the Department is wrong, and this is what I'm going to show you." It's just a brief statement, and nothing in your opening statements is evidence, so remember that, okay, and so, typically, the way we're going to do this case is, because the Department, the respondent, has got the burden of proof, we make them go first, and then you'll have a chance to cross-examine each of her witnesses, and then you put on your case, and you can testify and put in your documents and cross-examine and examine your documents, and then that's the end.

Usually, parties don't feel a need to make a closing statement, but you'll certainly have an opportunity to make one. I just want to make sure that's clear on the hearing procedure, if that's all right with you, Ms. Vinson, about how to proceed. Are you okay with that?

MS. VINSON: I have a question.

MR. SHISSIAS: Sure.

MS. VINSON: So you said, when we start briefly, it will not be recorded?

MR. SHISSIAS: No. It is recorded, but it's not part

-- it's not evidence.

MS. VINSON: "Not evidence."

MR. SHISSIAS: See, if you say, "I'm going to prove this, this, this, and this," then, okay, I'm going to be looking for you to go prove that when it's your case. I'm going to be looking for you to go ahead and prove it -- to be proving that. It's a roadmap. You're giving me a roadmap for what your view of the case is.

MS. VINSON: Yes, sir.

MR. SHISSIAS: Does that -- is that helpful?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. Okay. All right. Since the Department has the burden of proof, Ms. Carter, are you going to be presenting -- are you the representative of the Department, presenting the opening statement?

MS. CARTER: Yes, I am.

MR. SHISSIAS: Okay. Great. Okay. Well, I'll give you the floor for your opening statement.

MS. CARTER: Okay.

OPENING STATEMENT BY MS. CARTER:

MS. CARTER: I'm Deborah Carter, representing the Department of Health and Human Services, Community Long-Term Care Division, here to prove

today that we terminated this provider with just cause, based on our contract and scope guidelines. The end.

MR. SHISSIAS: That's it?

MS. CARTER: That's it.

MR. SHISSIAS: Okay. Ms. Vinson?

OPENING STATEMENT BY MS. VINSON:

MS. VINSON: My name is Jeanette Vinson. I am representing Jeanette's Loving Care. I'm here to refute that the scope of service -- that I did service the scope as the contract said, according to the scope of service of Medicaid, that I was -- I did serve all my clients, and I was unwrongly -- unwrongly terminated.

MR. SHISSIAS: Okay. All right. That's fine. That's fine. Okay. At this time, it's time for the Department to go ahead and prove its case, and so, if you've got -- if you've got a witness, if you've got documents to bring in, let's go ahead and tell me what you're going to do first.

MS. VINSON: Tell you what I'm going to do?

MR. SHISSIAS: Yes. I'm sorry. One second. Ms. Vinson, do you have a question?

MS. VINSON: To make a motion, I'm supposed to -- can I make a motion?

MR. SHISSIAS: A motion for what?

MS. VINSON: Do I have to wait until the case has started to make a motion that this case be terminated?

MR. SHISSIAS: The case be dismissed?

MS. VINSON: Dismissed.

MR. SHISSIAS: Okay. If you -- if you have a procedural ground --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- okay, and you think that there's been a procedural defect in the Department's process --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- that is on the record already, I'll hear it. So go ahead.

MOTION BY MS. VINSON:

MS. VINSON: Okay. I move for an order terminating this case adversely to the respondent, on the grounds that, one, respondent failed to provide petitioner with a copy of all documentation underlying its April the 6th, 2017 termination decision in a timely manner. All documents were received on May the 24th, 2017, instead of May the 22nd, 2017 as ordered. Two --

MR. SHISSIAS: We'll start with that. What was --

what was the date when it was received; May --

MS. VINSON: All documents were received May the 24th, 2017, instead of May the 22nd, 2017 as ordered.

MR. SHISSIAS: Okay. So that's -- that's the first ground.

MS. VINSON: The second ground, respondent failed to provide petitioner with a copy of all documentation underlying this April the 6th, 2017 termination decision.

MR. SHISSIAS: Okay. That's the second ground.

MS. VINSON: Copies such as a copy of the provider's past history reviews that were used in conjunction with the current review for the purpose to calculate the deficiency scores.

MR. SHISSIAS: Okay.

MS. VINSON: A copy of the reviewer time and attended records that would provide dates and time of the review visits. Number three, respondent failed to provide petitioner with all witnesses requested: Carolyn Lockard, reviewer; John Stephen, who concluded termination on letter dated -- termination letter dated May the 5th, 2017.

MR. SHISSIAS: Okay. So that's your third one. Okay. All right. Now, let's talk about the first one,

okay, that they were two days late in responding to that, okay, and I've got some discretion in this case about -- about this -- this -- if you can show that you were prejudiced, meaning that because they were two days late with coughing up the documents, you were unable to prepare your case -- if you can explain to me how you were unable to prepare your case because they gave you the documents two days late -- were you unable to prepare your case?

MS. VINSON: I was unable to prepare my case more effectively than I have now, because, according to the termination and the letter that I sent -- that they sent to me, the respondent stated that the reviewer, upon review -- looking to review my record, is the reason why I got deficiencies, and I couldn't -- there were so many records, there wasn't enough time to give me to look into all the records.

MR. SHISSIAS: Okay. So you had -- you received the documents on May 24th, and today is the 8th. I -- from what I'm hearing, I don't see that that is something that -- that made it impossible for you to prepare your case. If they disobeyed the order and they only provided the documents today,

or even a day ago, I really -- I could see that, and while it did not escape my notice that their response was late, I don't think that that prejudices your case. Now, your objection is noted for the record, and should this case go adverse for you, that's preserved as a ground for appeal. Okay.

I'm going to jump over to number three, that all witnesses requested were not made available. Okay. I sent out an e-mail to you and to -- to both parties the other day, asking specifically about witnesses not being able, and I asked, "Do we need to have a scheduling conference? Will we be able to have the hearing," and if there were individuals that were not available for that hearing, I was expecting to hear from the petitioner, "This person is not available. I need this person. I need a continuance." I would have granted that continuance, and we would have had a different date, and that person would be here. However, the e-mail that I received is, "No. We want to proceed forward with the hearing on that date."

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. Now, I understand the Department

has made some statement that ths witness isn't really necessary. I'm not even getting into that issue, okay, but for -- you've been given the opportunity to delay the hearing, if you really needed that person, and you declined to take that opportunity. So I'm going to -- I'm -- I'm going to deny that motion to dismiss on that ground, but again, this is something that is preserved on the record, if you choose to appeal later.

Now, we're dealing with the -- your allegation that all documents underlying the decision to revoke were not provided to you, and I think what I need to do is, since it's time for the respondent to put their case on, let the respondent put their case on, and, if there are -- if it appears, from your cross-examination, that there were documents underlying the decision to revoke that were not provided to you, then I may fashion a remedy. I could dismiss it. I could strike whatever ground -- there's multiple grounds for revocation -- strike that ground from the case. I could continue the hearing and reconvene the hearing. There's -- there's many things that I could do, but I don't know what all the documents are yet, and there seems to be some

disagreement on what all the documents are, and, until we've gotten into the documents, I -- I cannot make that decision yet. So your second ground for your motion to dismiss, I'm going to take that under advisement. Okay.

All right. Now -- and that being said, these are purely pretrial procedural motions to dismiss, not motions to dismiss based upon the evidence. So essentially what we've had is the equivalent of a motions hearing, and so now we're going to go ahead and have the hearing on the merits, and, Ms. Carter, if you would go ahead -- and you can go ahead and present your case --

MS. CARTER: Okay.

MR. SHISSIAS: -- and, if you intend to testify, I do need to swear -- swear you in. Do you intend to testify?

MS. CARTER: Yes.

MR. SHISSIAS: Okay. All right. Do you solemnly swear or affirm that the testimony you are about to give is the truth, the whole truth, and nothing but the truth?

MS. CARTER: I do.

MR. SHISSIAS: Okay. You may proceed.

MS. CARTER: Okay. Based on the documentation that I

did provide to the petitioner and to the hearing officer, I'm going to go in that order.

MR. SHISSIAS: -- copies of that. You go ahead. We'll get copies of that.

MS. CARTER: You have one.

MR. SHISSIAS: Okay, and I have been handed a large -- a large stack of documents, and there -- they are numerous, but I assume you are going to, as you present your case, you're going to introduce them into evidence.

MS. CARTER: Yes.

MR. SHISSIAS: Okay. Great.

TESTIMONY BY MS. CARTER:

MS. CARTER: Okay. So the first -- well, let me start by saying that Jeanette's Loving Care -- In-Home Care was enrolled in Medicaid effective 6/24/16. That's following completing an online enrollment application and attending -- what we have in CLTC is a pre-contractual meeting. The first document on the stack is the sign-in sheet showing that Ms. Vinson did attend that meeting on June 2nd, 2016.

MR. SHISSIAS: Okay. Would you like to admit this as an exhibit?

MS. CARTER: Yes.

MR. SHISSIAS: Okay. All right. Ms. Vinson, do you have any objection to this document being admitted into evidence?

MS. VINSON: Reject -- I object to the document being entered, because it doesn't help -- for what ground?

MR. SHISSIAS: Okay.

MS. VINSON: It's just a sign-in sheet.

MR. SHISSIAS: Okay. She -- she stated that it shows that you attended a pre-contractual meeting on June 2nd, 2016. That's the ground that she wants to admit it.

MS. VINSON: Can I still just reject --

MR. SHISSIAS: You can object --

MS. VINSON: Yes. I object.

MR. SHISSIAS: -- and I overrule your objection, and this is admitted as Respondent's Exhibit 1. Proceed.

MS. CARTER: Okay. So Ms. Vinson attended the class, and the next document is the presentation that is presented at the meeting, our PowerPoint presentation that we present to all new, incoming providers, when they come to that pre-contractual meeting. We have this meeting to kind of go over guidelines that our providers are to follow, to

go over our scope guidelines, to go over confidentiality, solicitation.

There are a lot of different areas. Phoenix, our automated systems are covered, so we just kind of give an overview of the program and the program requirements, the contracting process, what's going to happen after that meeting, such things as that. So this is just showing the information that was shared with her and other providers who were in attendance at that meeting.

Particularly, we go over the scope requirements, and we also go over provider compliance, and we talk about what is reviewed when our reviewer goes out and does a review at the provider's office, in terms of the administrative requirements that the provider must meet, the service requirements the provider must meet, and that includes the participant workers that are being reviewed, and the staffing requirements that the provider must meet, and that includes the information that is required to have for providers when she looks at the staffing records, when she goes on site. We also talk about the compliance reviews receiving a score based on the identified deficiencies and why we

developed that process to ensure that reviews are reportable and providers know what to expect when they are reviewed.

So I just want to highlight that we go over these things prior to a provider being contracted, so that they are aware of what to expect as a provider, in terms of being reviewed and in terms of their requirements.

That -- that document --

MR. SHISSIAS: Do you want this admitted as an exhibit?

MS. CARTER: Yeah.

MR. SHISSIAS: Okay. Have you -- this has been proposed to be admitted. Do you have any objections to it being admitted as an exhibit?

MS. VINSON: I have one objection to it being admitted as an exhibit, because this was not the PowerPoint that was used on the 6th, the 20th, or the -- on that date, and the reason why is they did not use the same PowerPoint.

MR. SHISSIAS: Okay.

MS. VINSON: This was not the PowerPoint used, and for -- the respondent stated that they went over the service -- they went over the reviews. That was not discussed in that constructural -- in that

orientation, because, if they had, I would have known what was a review, what to expect at a review. This was not the PowerPoint --

MR. SHISSIAS: Okay --

MS. VINSON: -- used.

MR. SHISSIAS: Okay. So the objection is that this is different from what was presented to her at this meeting --

MS. CARTER: Okay.

MR. SHISSIAS: -- and -- now, I note that it's got a date, 6/7/2017, but that's the date -- that's the date of the hearing. That's the date you printed it. Is this document different from what was -- and who provided -- who presented -- who made this presentation; was it you?

MS. CARTER: Tony and I make the presentation.

MR. SHISSIAS: The two of you make up the presentations. Okay. All right. Are any responses different from what you presented?

MS. CARTER: I would need to see what she has, because they are given this presentation at the meeting.

MR. SHISSIAS: They are given a copy of that presentation?

MS. CARTER: They are given a copy of the presentation. So she did state in her e-mail

that it was not the same. I was hoping that she would bring what she had. It may be different, but those things don't change, the things that we go over in terms of what to expect, you know, the requirements as service administration, services after --

MR. SHISSIAS: Specifically, Ms. Vinson, what are you saying was not provided in this presentation? What page are we looking at?

MS. VINSON: Okay. In the presentation that was provided on June 2nd of 2016 --

MR. SHISSIAS: Uh-huh.

MS. VINSON: -- this -- the presentation about compliance review --

MR. SHISSIAS: Okay. What page? Direct me to --

MS. VINSON: I'm looking at this one. I've never seen -- this is my first time seeing this one here, as well, but I heard when the respondent stated that compliance review is one of the presentations that they went over at the orientation, so I'm trying to find that page.

MR. SHISSIAS: Okay. Provider --

MS. VINSON: Okay.

MR. SHISSIAS: -- compliance. If you'll just start at page --

MS. VINSON: 7, on this page 7 --

MR. SHISSIAS: Okay.

MS. VINSON: -- that was not discussed at that orientation.

MR. SHISSIAS: Provider compliance wasn't discussed at all?

MS. VINSON: No, sir. It was not discussed. Now, however, this here was not discussed, because only -- the notes that I had, the only thing that was discussed is -- in detail from Ms. Carter -- is to make sure that, when we go over the authorization and how it works, the authorization starts on time, the plan of care starting on time, and the abuse of the client. The provider compliance review, this was not discussed at that orientation.

MR. SHISSIAS: Okay, and -- and, Ms. Carter, has this document changed since last year? Has it been changed?

MS. CARTER: If it has, I don't have -- I don't keep a copy of it. It changes periodically, and I couldn't say for sure.

MR. SHISSIAS: You don't know whether or not you've changed it?

MS. CARTER: Right, but I'd know if I changed

anything. That would not have changed.

MR. SHISSIAS: Okay. So --

MS. CARTER: The only time I change something is if we change a requirement in terms of -- we had some changes with some of the automated systems, and we may add something related to that, but this has always been the same, because it comes directly from our scope of services.

MR. SHISSIAS: All right. So one thing -- let me try to get this straight. The part about provider compliance, which starts on page 6 --

MS. CARTER: 6.

MR. SHISSIAS: -- 7, 9, 12 -- 10, 11, 12, 13 -- 13 -- have those slides changed?

MS. CARTER: No.

MR. SHISSIAS: Now, you're certain that they haven't?

MS. CARTER: I'm certain those slides have not changed.

MR. SHISSIAS: All right. So --

MS. CARTER: We have a presentation today that -- used.

MR. SHISSIAS: All right. Based -- I understand the objection --

MS. VINSON: May I object? Based on her -- what she's stating, that they haven't changed, and the e-

mail that I sent her and a copy to you, where I request the correct PowerPoint, but she stated that it has changed some. It's not the same, but it has changed some --

MR. SHISSIAS: And I believe that --

MS. VINSON: -- from her e-mail.

MR. SHISSIAS: -- and I believe that was her testimony --

MS. VINSON: That was her testimony?

MR. SHISSIAS: -- and, based on that, I am -- I'm inclined -- I'm going to grant your objection in part and I'm going to overrule it in part, and the only thing that I'm going to accept this for, as Respondent's Exhibit 2, are the contents of the pages 6 through the top side on page 13, regarding provider compliance, based on Ms. Carter's testimony that that part is identical to what was presented to you. I understand your objection, that you did not see this, and that you're saying it wasn't in there. Okay. I understand that objection, and -- and I understand your testimony, but I'm going to accept it for that limited purpose.

Go ahead and proceed.

MS. CARTER: Okay. So we did go over that. Following

those meetings, I request the providers' contracts, and the next -- well, it's not the next documents, it's further back in the stack -- is the contract between Jeanette's Loving Care in-home care agency and the Department for the services that she is contracting to provide.

MR. SHISSIAS: All right, and you're referring to a contract between DHHS and the petitioner, dated June 24th.

MS. CARTER: Yes.

MR. SHISSIAS: That's the document you're talking about?

MS. CARTER: Yes, it is.

MR. SHISSIAS: And if there is any part of the document that you would like me to specifically look at --

MS. CARTER: Yeah. Article Three, that's on page 4 of 22 --

MR. SHISSIAS: Okay.

MS. CARTER: -- titled "Scope of Services" --

MR. SHISSIAS: Uh-huh.

MS. CARTER: -- that statement basically refers the providers back to -- back to the fact that they are required to follow the guidelines in the scopes, the provider manual, any bulletins or

anything that comes out, in terms of following program policy.

MS. VINSON: I don't have that.

MS. CARTER: It's toward the end of the packet.

MR. SHISSIAS: I believe it's towards the end of the packet that's been handed out. This is what the cover looks like.

MS. VINSON: Okay.

MS. CARTER: That. That's what I want to present -- Article Three, page 4 of 22 --

MR. SHISSIAS: Uh-huh.

MS. CARTER: -- entitled "Scope of Services," where it states that the provider is required to follow the guidelines as set forth in the contract and in the scopes of services, in the bulletins, the provider manual, et cetera, in terms of delivering services.

MR. SHISSIAS: Okay. All right.

MS. CARTER: We talked about, in the meeting, the --

MR. SHISSIAS: Hang on a minute. Do you want to make this part of the record?

MS. CARTER: Yes.

MR. SHISSIAS: This is Ms. -- this is the contract, and the respondent is proposing to make this an exhibit, to admit this. Do you have an

objection?

MS. VINSON: No objection.

MR. SHISSIAS: No objection, okay, and it's so admitted as Respondent's Exhibit 3. Please proceed.

MS. CARTER: Okay. So the provider was enrolled, dated June 24th of 2016 as the effective enrollment date, and, when the provider receives reviews, we -- the provider receives clients, then our surveyor, Ms. Carolyn Lockard, goes out and does reviews of providers when she's in that area. Carolyn works -- she's the only person who does our reviews, and she works areas in the State and stays for a week, two weeks, whatever is necessary to capture the providers in that area. So she was in the Charleston area, and she went to review Ms. Vinson's records on February 20th, 2017.

MR. SHISSIAS: Okay, and I see you're referring to this document.

MS. CARTER: -- report dated --

MR. SHISSIAS: -- okay. All right.

MS. CARTER: -- 2/20/17, and she has -- we have a program, our automated system, Phoenix, and our review is basically in that system. Carolyn

pulls up -- downloads the provider for review, selects a sample of clients and staff to review, and questions come up in the system, based on the services that are being reviewed, so she answers those questions on site. She comes on site. She asks the provider for the records that she needs to review. She gets those records, staff and client records, and she then reviews those records for the criteria that needs to be met, based on the scope guidelines.

Some of those things are, as you noticed on this one, maintaining Workers' Comp insurance, Workers' Comp and general liability provider. So that she's saying, in this review, that the provider did not maintain a Workers' Compensation policy, and so that's one of the administrative requirements that the reviewer is saying was not met.

Service review; she looks at client records in the service review. I believe she reviewed twenty or twenty-one clients in this review. I sent Ms. Vinson a listing of those clients, but, anyway, she reviews those records and ensures that there is a record. In one instance, it's saying here that the provider did not maintain a

record for six of twenty-one, so she did twenty-one. Six of twenty-one clients she's saying did not have a record for review. She looks at all the pertinent information.

So, following that review, she uploads it. She'll upload the review into Phoenix. Once she's completed and all her responses are in, then the system gives the review a score, and the score for this review was 963, based on the identified deficiencies. So that was completed, and I would like to enter that.

MR. SHISSIAS: All right. Respondent has proposed the admission of this, of the review report. Do you have any objection?

MS. VINSON: I reject -- I have an object --

MR. SHISSIAS: You object. All right.

MS. VINSON: Yes, sir.

MR. SHISSIAS: State your objection.

MS. VINSON: Because the respondent stated that the reviewer looked at -- reviewing this file, the reviewer did not review all twenty-one files. She only reviewed six out of twenty-one files, and after she reviewed six, she was sitting at -- the reviewer sat at the computer. I was standing at -- she had me standing at the cabinet, handing

her twenty-one files she did have listed for me to pull. After I pulled twenty-one files, she had me to hand her six. The six that I handed her were six terminated files. The file was terminated, and I told her that the file was terminated; the file she was asking for was terminated, and I -- I did not -- I destroyed the file.

The next thing, the reviewer informed me that, according to Medicare, I had to pull the whole -- all terminated files for five years. I didn't know that. So she said, "Ain't no need" -- she would look into the other files, because I already had six out of twenty-one.

MR. SHISSIAS: Okay.

MS. VINSON: So she did not look at the --

MR. SHISSIAS: Okay. So I want to make sure I -- I understand your objection. You're -- you said you're objecting because the reviewer only looked at six files.

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. What is this about terminated files?

MS. VINSON: Okay. She asked for -- she asked me to hand her six out of those, those twenty-one

files, and let the record be known that those twenty-one files that she gave me, 80 -- 80% was terminated --

MR. SHISSIAS: Okay.

MS. VINSON: -- and then the --

MR. SHISSIAS: But the --

MS. VINSON: -- participant file, 80% were already terminated, and with the workers' files, 80% were either terminated or inactive.

MR. SHISSIAS: Okay. So, out of the twenty-one -- 6 minus 21 -- fourteen of them were -- sorry -- fifteen of them were terminated or inactive clients, and you had -- and you did not have the file on the terminated client, and that's your objection. Okay. Is -- now, we don't have the person who did the review here. Is there anything in the contract or in -- or in the plan that talks about file retention for terminated --

MS. CARTER: Yes.

MR. SHISSIAS: -- clients?

MS. CARTER: In the contract.

MR. SHISSIAS: In the contract that has already been admitted as Respondent's Exhibit 3.

MS. CARTER: It's in Article Six.

MR. SHISSIAS: Is that page 7?

MS. CARTER: Page 7 of 22, A-1.

MR. SHISSIAS: A-1, and it says, "The provider must maintain an accounting system" --

MS. CARTER: Uh-huh.

MR. SHISSIAS: -- "provider must maintain all financial programmatic records" -- "as statistical records, and other records of participants related to delivery of care for a period of five years after last payment made under this contract." Okay.

All right, and Ms. Vinson, if -- if your objection is that fourteen of the files that she asked for were for terminated clients and it wasn't appropriate for her to ask about that, I'm going to overrule that objection, because the contract says five years. I understand you're saying you weren't aware of that requirement, but it's in the contract --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- that you signed.

MS. VINSON: Yes, sir.

MR. SHISSIAS: So I'm going to admit that as Respondent's Exhibit --

MS. VINSON: So is --

MR. SHISSIAS: -- sorry -- Exhibit 4.

MS. VINSON: And, sir, is it fair to ask, can it be submitted under prejudice, because I have -- the files that I have with those on there, she's the one -- okay. I'll just wait until --

MR. SHISSIAS: Yeah. That would be good, to wait --

[OVERLAPPING CONVERSATION.]

MR. SHISSIAS: -- will give you an opportunity to refute all of this --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- so Exhibit 4 -- okay. Proceed.

MS. CARTER: Okay. When the review was uploaded -- when the reviews are uploaded, I pull the reviews off of Phoenix, and I send them out to the providers to respond. I sent a letter dated February 23rd, 2017. I sent Ms. Vinson the review in a letter, asking her to respond with a corrective action plan and any supporting documentation by no later than March 9th, 2017.

MR. SHISSIAS: Okay. Is that -- I believe that's at the end of these documents --

MS. CARTER: Yeah --

MR. SHISSIAS: It's a --

MS. CARTER: That's not the letter. It's that one.

MR. SHISSIAS: It's the e-mail?

MS. CARTER: It's on the other side.

MR. SHISSIAS: Okay. All right. February 23rd, 2017, and what's on the backside of that?

MS. CARTER: That -- I was hoping she didn't want to do that -- that's an e-mail that -- this is the e-mail --

MR. SHISSIAS: All right.

MS. CARTER: -- I sent her the letter by.

MR. SHISSIAS: Okay. So -- so this is the cover --

MS. CARTER: Right.

MR. SHISSIAS: -- the e-mail, and --

MS. CARTER: -- the attachment --

MR. SHISSIAS: -- the attachment --

MS. CARTER: -- and the review was also attached.

MR. SHISSIAS: The review, which has been admitted as Exhibit 4, is attached. Okay. All right.

MS. CARTER: And, in the letter, I explained -- I included a note to the provider that, if the final score is above 400 points, then your contract will be terminated.

MR. SHISSIAS: Okay. All right.

MS. CARTER: This -- we would enter this.

MR. SHISSIAS: You'd like to admit this as an exhibit?

MS. CARTER: Yes.

MR. SHISSIAS: The letter, the cover e-mail together, okay, without objection, is admitted as

Respondent's Exhibit Number 5. Okay, and that is the notice letter, okay, after that inspection.

MS. CARTER: Ms. Vinson did respond.

MR. SHISSIAS: Okay.

MS. CARTER: I believe this was faxed in.

MR. SHISSIAS: Is this the document from --

MS. CARTER: On March 9th, the UPS store.

MR. SHISSIAS: The UPS store. Okay.

MS. CARTER: Her response was reviewed by myself, and -- and any other documentation that she submitted, and, as a result, the score was reduced to 906 points, I believe, for the final score, and that was based on, in the review -- the review counts nurse supervisors separate, in terms of providing the required PPD skin test, and that makes the scores queue up 60 points higher than it should be. So that person was counted separately, and I added that person to the PCA staff, which brought that score down by 57 points, so that the provider doesn't have -- the system does that, and it shouldn't, so I always correct that in reviews, when it's done.

MR. SHISSIAS: All right. I don't usually ask questions, but let me just see if I can make this straight. So, if the participant, the contractor

is given a score, they're given an opportunity to respond, and is that an opportunity to correct the deficiency?

MS. CARTER: It's not necessarily an opportunity to correct. Where there was not appropriate -- at the on-site visit, it's not appropriate. The only thing that they can correct may be like if there were supervisory visits that were not done timely, and they have a valid reason such as the client was not available, being in the hospital, out of town, or whatever, then that would be a valid reason for us to adjust that score.

Other documentation as required -- they're required to have all documentation in the client's record within 30 days of the last date of service. If that documentation is not in the record when the reviewer -- when the provider does the review -- and the provider may have it somewhere else in the office, but they didn't have it in the record where it's required, and they send it to me after the review, then no, I would not change the score based on that --

MR. SHISSIAS: Okay.

MS. CARTER: -- but this was something that -- the reason I changed the score was something that our

system calculates incorrectly.

MR. SHISSIAS: And so, if you can -- if you can, explain to me that, on a specific -- what the system calculated incorrectly.

MS. CARTER: On page 3 of 16 --

MR. SHISSIAS: Right.

MS. CARTER: -- the third deficiency that says, "Staff person does not have a current PPD tubercular skin test," and it says "one of one," and it gives them 100% deficiency, that's 60 points for that score.

Still in that review summary, we have -- this is page 2 -- one, two -- one, two, three, four -- the fifth down. "If staff person does not have the current PPD tubercular skin test" -- that's one of twenty-one. That one of one should have been counted in that twenty-one, because they are counted in the twenty-one that she reviewed, but they separate the nurse out in the system for some reason, and so that shouldn't be, so I just added that one and made it two of twenty-one and made the other one zero of twenty-one.

MR. SHISSIAS: So how many points did you reduce --

MS. CARTER: 57.

MR. SHISSIAS: 57 points. Okay. All right.

MS. CARTER: So that added three points to that score and took 57 off of that 60.

MR. SHISSIAS: Okay. So thank you for helping. So I'm back to the petitioner's response. Okay, and it's 50-some-odd -- 53 pages, including the cover.

MS. CARTER: Right.

MR. SHISSIAS: Do you want to admit this as an exhibit?

MS. CARTER: Yes.

MR. SHISSIAS: Okay, and this is your response, Ms. Vinson. Do you have any objection to admitting it?

MS. VINSON: No, sir. No objection.

MR. SHISSIAS: Okay. All right, because I figured it might end up being one of your exhibits, so we might as well put it in already as Exhibit 6, your response. Okay. Great.

MS. CARTER: And the provider stated in the service summary that -- in the one that said they don't maintain individual participant records, her response was that she developed an audit checklist to maintain individual participant records, and charts were audited biweekly, so she's doing a plan of correction. Basically, her

statements are a plan of correction, not saying that it was inappropriately cited.

MR. SHISSIAS: So what you're saying in the response is, "I'm going to fix it" --

MS. CARTER: Correct.

MR. SHISSIAS: -- rather than, "It was never out of order"?

MS. CARTER: Right.

MR. SHISSIAS: Okay. I understand what you're saying. Okay. Go ahead.

MS. CARTER: Okay. Back on -- issue, Workers' Comp, she's in the process of acquiring that, and not giving information about advanced directives, she's saying that she has issued 98% of provider/patient handbook -- that includes information regarding advance directives.

So basically she's saying that's what she's doing to correct the deficiencies throughout this document, and she also included some documents, one being, I guess, the proposal pricing for the Workers' Comp coverage; a timesheet, it appears; and the audit checklist that she says she's going to implement; her patient handbook; I guess that's to show that patients are getting information about advanced directives and rights

to complain, I would assume; and the document that she did submit, that was signed by the client, about consent to -- service agreement, clients' right to complain, those were all signed after the review in March of 2017, so none of those things were changed, in other words. The only thing that was changed was the one score that the system calculates incorrectly.

So, as a result of the score being over 900 points -- and I want to point to -- in the outline, in the actual termination letter, that I brought along also the scope of services, which, on page 6-120, section G, goes into detail about the compliance review process. It talks about the scoring and the sanction level, severity levels of sanctions, and, on page 6-122, it outlines that score scale and sanction level, showing that, based on the review score, which sanction the provider will receive. That goes in the outline, in the letter.

MR. SHISSIAS: You would like to -- this is a CLTC standard, and this says "manually updated 5/1/15." Is that -- is that the version of the manual that was in existence at the time of the -- at the time the decision was made?

MS. CARTER: Yes.

MR. SHISSIAS: Okay. All right. Ms. Vinson, this is -- this is the manual, and in essence it's sort of like -- it's referenced in the contract. It's sort of like the law, and we've had some discussion making sure it's the proper version. Do you have any objections to --

MS. VINSON: I have objections to -- that version is an old version. They updated it on 4/30/17. The manual was updated.

MR. SHISSIAS: That manual was updated?

MS. VINSON: Yes, sir.

MR. SHISSIAS: 4/0 --

MS. VINSON: '17.

MR. SHISSIAS: -- '17?

MS. VINSON: Yes, sir --

MR. SHISSIAS: Okay. So --

MS. VINSON: -- and according to the officer -- according to the officer, the hearing officer, he stated that, "We will be going by this manual to proceed in this case."

MR. SHISSIAS: Right. Okay. Now, I did send out a copy of the portion of the CLTC manual dated 4 --

MS. VINSON: 4/1/17

MR. SHISSIAS: -- 1/17, and I believe that version of

the manual is the one that we -- that is applicable to the decision that was made in April of 2017.

Now, I know manuals change, but we do need to have the right manual, and you have provided an earlier one, and I think, if you're going to do this -- and it's not necessary to admit part of the manual at all, but at least we need to know what the rules are -- I think we need to get a copy of the current manual.

So, with that being said, I think it would be a good idea to go get -- to have a quick recess and have a break for everybody, and, in the meantime, we'll go and get a copy of that version of the manual, which I -- I did provide to -- I believe I provided a copy to the petitioner in one of my -- let's go off the record to get that.

[OFF THE RECORD.]

[THE HEARING CONTINUES.]

MR. SHISSIAS: All right. We're back on the record. While we were off the record, we obtained updated copies of the relevant manual. The petitioner had objected to the introduction of the offered manual, in that the date was an earlier version of the manual, and so we've got the manual

updated 4/1/17. I typically introduce these, even though they are essentially sort of part of the law that governs the contract. Would you like to admit this?

MS. CARTER: Yeah.

MR. SHISSIAS: Do you have any objection?

MS. VINSON: No, sir.

MR. SHISSIAS: Okay. Without objection, admitted as Respondent's Exhibit 7, the 4/1/2017 update manual, a copy of the Medicaid Scope of Services for PC Care Two, pages 6-108 through page 6-126 of the manual. Okay. All right. Please proceed.

MS. CARTER: Okay, and in the updated version, April 1st of 2017, "provider compliance with the client review process," again it's on page 6-122. It starts there and goes through to page 6-125. Again, the part here in the scoring and sanction levels are the same as the earlier version. Those -- that's what you use to determine the provider's sanction as a result of their review and the score, the final score.

MR. SHISSIAS: Okay. Now, one thing that we -- we haven't -- well, actually, we might as well do this at this point. I don't believe there's been

much discussion on awarding points, having assigned a point value to each violation, and, if you're the person who does that, then it might be appropriate to go back to Exhibit -- Exhibit 4, and -- because what's not clear to me is -- is how you get to 900 --

MS. CARTER: Right.

MR. SHISSIAS: -- or the number you arrived at.

MS. CARTER: Okay. I don't assign the points personally. They're -- we have a score sanction scale, as you see, and points are assigned based on the level of severity of the deficiency. So we did determine the level of severity of each deficiency, 1 being less serious, 2 being more serious, and 3 being very serious, so the points are calculated accordingly. "Provider not maintaining individual participant record," six out of twenty-one is 29%.

So, by hand, I can -- I'll use my calculator, I won't do it by hand -- but to highlight how we get to that point, she received, for that, 29% out of the blue book review. Okay. So for not maintaining individual records, she received 10 point. Six out of twenty-one did not have a record. So, by calculating, I can do -- I would

divide 6 into the total, 21, which gives you the percentage of 28.57, and it rounds up to 29.

MR. SHISSIAS: Okay.

MS. CARTER: So each 5 points, 5 percentage points, receives 1 point, and that 1 point -- so 29 is -- 15, 20 -- 4 times 5, because I guess they went with 30. 5 times 2 is 10, so that level of seriousness is serious, which is a two-point scale, not having the record.

MR. SHISSIAS: I'm looking on the chart here, and I'm seeing basic points and final points.

MS. CARTER: Uh-huh.

MR. SHISSIAS: So --

MS. CARTER: The basic points are broke down by the percentage of deficiency, so every 5% receives 1 point, so that's the basic point. So, if they have 100% deficiency, and it's a three-level seriousness sanction, that 100 points is -- 5 times 20 is 100, so 20 times 3 is 60, so that's where they get the 60 points there.

MR. SHISSIAS: Okay, and -- and, at some point, there's a -- is there a tabulation of what each violation -- how many points were assessed?

MS. CARTER: It's not shown. It's not shown. It's behind the scenes. The computer is automatically

doing it, based on -- right.

MR. SHISSIAS: But you're capable of -- you're capable of calculating it, and, if it's proven that one of these things didn't exist, you'd know how many points to -- to back out --

MS. CARTER: -- right.

MR. SHISSIAS: I'm satisfied with that. All right. I'm sorry for interrupting, but go ahead. Please proceed with your case.

MS. CARTER: Okay. As I stated, we decided to terminate based on the final review score, which was 906, after we made that adjustment. The letter was drafted and reviewed by Mr. Matthews, my supervisor, and approved and then sent down to the contracts division, which sends out all termination letters, because they are the ones who send out the contracts, so who makes the termination -- send out the letters as well.

So the letter was sent down to the contracts division to send out to the provider, and that's the letter dated April 6th, 2017, a two-sided letter which details the reason for the -- for the termination and also includes a copy of the score scale and sanction level piece from the scope in the letter. So that was our basis for

termination, and it's outlined in the letter to the provider.

MR. SHISSIAS: Would you like to admit that?

MS. CARTER: Yeah.

MR. SHISSIAS: This is the April 6th letter. Do you have any objection to that being admitted as an exhibit?

MS. VINSON: Yes, sir. I've got an objection, because, if you look at the bottom of the April 6th letter, it looks like it was chopped off, the whole -- it looks like somebody copied and pasted that on there. If you look at -- do you see what I'm saying? Why I'm rejecting this -- because it looks like somebody copied and pasted, and did not give me the other information that goes with it. This is a separate sheet, this right here --

MR. SHISSIAS: Okay. All right. So -- I mean -- okay. All right. She's saying this is not the original -- this is not an original document, but that it was altered somehow.

MS. CARTER: That's the original document.

MR. SHISSIAS: That? That's the original document? Okay. All right. I mean, I'm not sure that -- if you -- if you believe that there was another version of this termination document that is

different --

MS. VINSON: Yes, sir, but just that -- like this part right here, with the score scale and sanction level, they cut it off. They cut this right -- if you look at the exhibit she gave you --

MR. SHISSIAS: What you're saying is that they chose not to -- not to include part of the CLTC waiver manual.

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay, and -- and I understand that, and I -- and it's underlined -- I'm sorry -- part of it's underlined, where it isn't in the original. Part of it -- it's all bolded, but the numbers, the zero to 99 -- here it's zero to a hundred -- zero to 149, 100 to 199, 150, 249, 200 -- 2 -- otherwise, the document is completely different, but the point is that the cutoff where termination is called for is 400 points with a history of 450 points. That's the same. I don't think there's anything that's been altered or that this wasn't the original document that the agency issued.

So, based on that, I'm going to overrule that objection. I'm going to admit this as Exhibit 8. I don't think anybody's tried to forge or falsify

a document here. Proceed.

MS. CARTER: That's all I have.

MR. SHISSIAS: That's all you have. Okay. All right. Do you have any other testimony --

MS. CARTER: That's it.

MR. SHISSIAS: All right. At this point, I'm going to give Ms. Vinson the opportunity to ask any questions that you may have about these documents and about her testimony. Now, if you have other documents that you want to bring in later, you need to bring that in in your case, but about what she has said on the record and about these documents, I'm going to give you your chance to go ahead and ask her questions.

Now, by the way, if you forget something and you need to go back later on, I'm going to give you that chance to go back later on. I'm not -- it's not like -- anything you need to bring in up to the date of hearing is -- up to the time the hearing has closed, I'm going to let you get that into the record, okay, because I want a complete record. All right. So go ahead and -- and present your case --

MS. VINSON: Do you think --

MR. SHISSIAS: -- actually, not present your case, but

go ahead and cross-examine Ms. Carter.

MS. VINSON: Okay.

CROSS-EXAMINATION OF MS. CARTER

BY MS. VINSON:

Q Issue one, the review -- did you -- did you terminate Loving Care's contract because you determined that Loving Care abused the Medicaid program?

MR. SHISSIAS: Loving Care -- Loving Care --

MS. VINSON: Loving Care.

Q Did you terminate Jeanette's Loving Care's contract because you determined that Loving Care abused the Medicaid program?

MR. SHISSIAS: "Abused." "Abused."

A I terminated Loving Care's contract based on the review score.

Q So, according to the letter, Exhibit --

MR. SHISSIAS: Are you talking about Exhibit 8?

Q -- 8 -- the letter that terminated -- it states that -- it states -- okay -- "terminate" -- okay.

MS. VINSON: Can I ask that question again?

MR. SHISSIAS: Sure.

Q You said that you terminated the letter because of the reviews.

A Right.

Q Okay, because of -- okay. Now, did you terminate -- did you terminate the Loving Care contract because you determined that Loving Care to be guilty of fraud or conviction of a crime related to her participant in the Medicaid or Medicare program?

A No, I didn't.

Q Are you aware that, in accordance with 126-41A and B of the South Carolina Health and Human Service regulations, these are the only grounds for imposing administrative sanctions against Medicaid providers? The fourth issue I had is --

MR. SHISSIAS: Hang on. There was a question pending. The question is, "Are you aware" --

MS. VINSON: "Are you" --

MR. SHISSIAS: -- "that fraud and abuse are the only reasons for terminating this contract?" So that's the question.

A No, I'm not aware of that. I'm aware of the guidelines that we set forth to providers as reasons for terminating a contract.

MR. SHISSIAS: Okay.

Q But according to 41 -- that's the regulation of South Carolina Health and Human Service

regulation, that administrative sanctions against Medicaid providers --

MR. SHISSIAS: Let's stop for one second and grab a copy of the reg, because we have a site to the reg, and if Nicholas could go ahead and grab that, we'll go off --

"NICHOLAS": Do you need the entire regs?

MR. SHISSIAS: I need the Medicaid regs in the red book, turned to the page of 126 --

MS. VINSON: 401.

MR. SHISSIAS: -- 126-401. They're in a red binder. We'll go off the record for a second to get that.

[OFF THE RECORD.]

[THE HEARING CONTINUES.]

MR. SHISSIAS: We are back on the record. While we were off the record, I went and obtained a copy of the relevant regulation, 126-400, administrative sanctions for the Medicaid providers, to assist the petitioner making her case. Ms. Vinson, please proceed.

MS. VINSON: Okay.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q Go to the next -- right there. Okay. I asked the question, are you -- are you aware

that, in accordance with 126-401A and B of the South Carolina Health and Humane Service regulations, these are the only grounds for imposing administrative sanctions against a Medicaid provider?

A -- grounds.

MR. SHISSIAS: Okay. All right. This is -- this is -- it says "sanctions." "If the administrator names one or more of the following sanctions against a provider who has been determined to have abused the program," and includes termination, and it says, "may invoke one or more sanctions against a provider determined to be guilty of fraud," and that includes termination.

Now, there are, under 403, there are other sanctions, "presenting or causing to be presented for payment, submitted or causing to be submitted false information, failing to disclose records, continuing a course of conduct after receiving notice, breach of terms of the Medicaid provider agreement, overutilization, rebating, submission of a false or fraudulent application, conviction, failure to meet standards required by law, exclusion because of fraud, failure to correct a decision" -- "decision deficiencies, and failure

to repay."

Now, under -- I might need a copy and then I can attach that. Okay. Now, under "sanctions," under 10403F, it says "breach of the terms of the Medicaid provider agreement" as being grounds for sanctions. So I am -- I not seeing anywhere in here where it says that the only reason that you can terminate someone --

MS. VINSON: But a healthcare provider agency -- I think the obvious sanction is -- when I looked up like facilities, like a facility to house the client, this one here, under 126-401, "sanction for the administrator of the healthcare provider agency." I'm an agency. Our company is not a "facility." The other sanctions that you're reading are sanctions for like facilities, nursing homes, a residential home, et cetera, but 126-401 is the sanction for --

MR. SHISSIAS: All right. I'm reading 126-401 as the grounds for sanctions. The grounds for sanctioning providers -- and you are a provider, and that is -- and that is breach of the terms of the Medicaid provider agreement. I -- I understand your legal objection, and I'll take it for the record, but go ahead and continue with

your cross-examination.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q On or about January the 3rd, 2017, you called me to ask if Loving Care was still located at the same address. Why?

A Because the reviewer had been to that address, and no one was there when she arrived to conduct her review.

Q Okay. So what is the procedure to be followed when a compliance reviewer is unable to conduct a review because no one is at the provider's place of business when she arrives?

A A suspension of new referrals.

Q Okay. What is the -- okay. "A suspension of new referrals." Why was I not allowed to get a suspension of new referrals the first time that the reviewer claimed that she came by and nobody was there on January the 20th? Because I was there.

A Okay. She was not able to get into your office to review records, for some reason. I spoke to you about that, and --

Q I don't recall.

A You said I called you.

Q No --

A But you just said I called you.

Q No.

MR. SHISSIAS: I'm sorry. I'm confused, okay, and I -- I have seen, in the record and in the appeal, something about not being able to review and something occurring in January.

MS. VINSON: Yes.

MR. SHISSIAS: However, the only things that I have on the record for the termination are the 2/20/2017 survey.

MS. VINSON: -- was terminated based on nobody being there in January.

MR. SHISSIAS: Okay. So --

MS. VINSON: Could I --

MR. SHISSIAS: Absolutely.

MS. VINSON: Okay.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q On or about January the 3rd, 2017, you called me to ask if Jeanette's Loving Care was still located at the same address. Why? You said because the reviewer couldn't get in. Okay. What is the procedure to be followed when a compliance reviewer is not able to conduct a

review because no one is at the provider's place of --

A What procedure are you referring to?

Q Ma'am, the provider -- when the reviewer --

A What procedure the reviewer is to follow?

Q What is the procedure to follow when a compliance reviewer is unable to produce -- to produce a review because no one is at the provider's place of business when she arrives?

A Our procedure --

Q What is her procedure?

A She leaves.

Q What is the --

A She -- she leaves. She's reviewing a lot of providers in your area for the week. She doesn't have time to wait for people. She doesn't -- she has a lot of work on her record -- on her plate that week. She's the only one doing this. So you are expected to be at your office, as outlined in the scope, between the hours of ten a.m. and four p.m., Monday through Friday, or the hours that you've indicated to us that you will be open.

MS. VINSON: Sir, please let the record be ignored that she is still not answering the question,

because I'm asking the procedure of the reviewer.

Q Okay. My next question --

MR. SHISSIAS: Whoa. Whoa. Whoa. Okay. All right --

Q What is the procedure to be followed -- okay --

MR. SHISSIAS: When --

Q -- okay -- what is the procedure to be followed when a reviewer is unable to locate a provider's place of business, in order to conduct a review?

A To locate it?

Q Yes.

A She located the business. The procedure -- she calls me, usually, and lets me know that the provider was not available, was not there. In turn, she leaves -- she usually leaves a message for the provider. She calls, and, if she doesn't call, she calls me. As you stated, I called you to verify that you were still at that address.

Q Okay, and you said yes, you did call me. Okay. On the day that you called me, Ms. Carter, you stated -- asked me if I was located at the same address. I told you "yes" and asked you why. You said because a young lady told you that

I had relocated.

I told you, "No. I am still at the same address."

You asked, "What is the address?"

I said, "107 Chalmers Court."

Now, when the reviewer came out to review, she was sitting in your office, when you called, and asked me for my relocation, but -- however, in your letter, you stated that she came out and nobody was there, when she went to the wrong location. That's why I'm asking.

A Where did she go?

Q She said -- she said she went to 207 Chalmers Court, and so that's why I'm asking you --

A She said that to you?

Q Yes.

A Okay. Well, she didn't say that to me.

Q Well, she's not here, so that's why I'm asking you.

A -- I asked --

Q -- that's why I'm asking.

A I can't speak to what she said.

Q Yeah --

A -- you're arguing to what I may have said --

Q Ms. Carter, that's why I'm asking you --

A -- right now.

Q -- that's why I'm asking. After the reviewer goes to a location and she cannot locate that physical location, what is her procedure? Does she go back to the office and let you know that that location can't be -- or does she call --

A I just said she calls me.

Q She calls -- does she call the provider?

A She may call the provider; she may not in all instances.

Q I was there --

A On that day --

Q -- because when you called me, I was there. I was there, so she was not there. That's why I'm saying, when you called me on that day, January the --

A I can't argue that, because I wasn't there.

Q But I was.

A All I can speak to is what I was told.

Q You were -- I was there. I was there January the 3rd, 2017, and your reviewer did not come to this address. However, you called on that day and asked me the right location. So why would you call and ask for that location? Because she was not -- I was there, but, on your letter, you

stated that I got suspended because -- two reasons. On January the 3rd, nobody -- your reviewer was unable to get in. Nobody was there.

A Well, I recall speaking to you, and you saying that you had a young lady there, and that she had left.

Q That's the second visit -- let me -- if you will let me finish, then we'll get to that.

A Of course.

Q Okay. My next question is -- okay. In your letter of suspension dated February the 8th, 2017, you allege that a reviewer was unable to conduct a review on January the 3rd --

A Right.

Q -- because no one was at Loving Care when she arrived. That's why I asked that question. I was there on -- on -- okay. That was in your letter, okay, and according to the regulation, when the reviewer is unable to conduct a review because no one is at the provider's place of business, the first occurrence "shall result in a 30-day suspension of new referral." Why was this not done in my case?

A You didn't get a suspension of referrals?

Q I got a suspension. My -- I got a 90-day

suspension.

A Okay. You just talked about a second time that she was --

Q No. My question is -- you said that the first -- on this letter, it says "January the 3rd." According to your -- according to the regulation, when the reviewer is unable to --

A Can I have a copy of that letter?

MR. SHISSIAS: This -- this --

A It's in the regulation.

MR. SHISSIAS: -- this letter is not -- this letter is --

A You're asking me questions about a letter that I don't --

MR. SHISSIAS: -- this letter -- you're trying to question her about a letter that's not in the record.

MS. VINSON: No, sir. I'm not. No, sir. It's in the record. I'm -- it's the regulation.

MR. SHISSIAS: Okay.

MS. VINSON: This is the letter right here. That is in the record.

MR. SHISSIAS: Okay.

MS. VINSON: Okay?

MR. SHISSIAS: -- the letter -- that letter --

MS. VINSON: Right here. September the 8th --

MR. SHISSIAS: -- 2017. Okay. All right. Where -- which exhibit is it in the record? I don't believe that the February --

MS. VINSON: I just --

MR. SHISSIAS: Okay. All right. If we're going to review this, it needs to be made part of the record, and I'm perfectly willing to go ahead and admit -- and propose it be admitted so you can cross-examine her with it.

MS. VINSON: Yes, sir.

MR. SHISSIAS: Do you have other copies of this?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. Great. Here's a copy of that, and do I have -- do you have other copies? Because we made copies earlier, and I'm fine with taking things out of order, and we can make this Petitioner's Exhibit Number 1, if you like.

MS. VINSON: Yes, sir.

MR. SHISSIAS: We've recessed. The record is still running, but please wait.

[PAUSE IN PROCEEDING.]

MR. SHISSIAS: I assume you want this February 8th, 2017 letter to be admitted into the record.

MS. VINSON: Yes, sir.

MR. SHISSIAS: Do you have an objection?

MS. CARTER: I would have an objection. This has nothing to do with the termination.

MR. SHISSIAS: All right. I'm going to overrule that. I'm going to let it in and admit it as Petitioner's Exhibit 1. Okay. All right.

Please proceed, Ms. Vinson.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q Okay, and "in accordance with the regulation, when the reviewer is unable to conduct a survey because no one is at the provider's place of business, the first occurrence should result in a 30-day suspension of new referral." Okay. That was the review right here, and the regulation -- and the contract --

A That's in the scope.

Q I have it -- right there. I'm trying to get the updated one, the updated manual -- updated manual at --

MR. SHISSIAS: That is Respondent's Exhibit 7 --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- and --

Q On the scope -- on 624 -- on page 624, it states that --

MR. SHISSIAS: 6-124.

MS. VINSON: I'm sorry. 6-124. Let's see. I'm sorry, sir. 6-125.

Q It states, "The scope of" -- "calculating a computer-generated compliance review program" -- okay -- "provider's records will be reviewed periodically at the provider's office, on-site visit or unannounced. If the reviewer arrives at the provider's office to conduct a survey and no one is there, the following sanctions will be imposed. First time, 30 days suspension of new referral."

According -- on page 124 -- 30 days of suspension from new referral was not given to me. I should have gotten the 30 days new referral, because you stated that you all were out there on January the 3rd the first time.

Also, on 6-125, it states, "The second time, a 90-day suspension should be" -- "90 days suspension of new referral should be imposed." On the same letter, on Exhibit 1, February the 8th -- on February the 8th, it has, "Survey at your office on January the 20th, '17" -- "January 3rd, 2017 and February the 3rd, 2017. No one was in the office on either date per your scope," so

therefore I received a 90-day suspension, whereas on page 127 of the manual, it says I should have received a 60-day suspension --

A Where does it say that?

Q Right here, under "review."

MS. VINSON: Can I use page 125 and 126?

MR. SHISSIAS: That's Respondent's Exhibit 7, page 126 and 125 -- 6-125, where it says, "first time, 30 days suspension. Second time, 90 days suspension new referrals."

MS. CARTER: Third time --

MR. SHISSIAS: "Third time, contract termination." Okay. Yes. All right, and so I've read that.

MS. VINSON: Yes, sir. I had no first time, because she went to the wrong address, and I had no second -- and no -- and the second time, nobody was there.

MR. SHISSIAS: Okay. I -- I follow you about what your argument is. Now --

MS. VINSON: Right.

MR. SHISSIAS: -- stop. Now, did the Department issue a suspension for this, a suspension of new referrals?

MS. CARTER: Yes.

MR. SHISSIAS: "Yes." Okay. Did the petitioner file

a request for a fair hearing for the suspension of new referrals?

MS. CARTER: No, she didn't.

MR. SHISSIAS: Okay. The case that I have jurisdiction over --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- is the termination.

MS. VINSON: Yes, sir.

MR. SHISSIAS: It is not the suspension of new referrals. Had you filed an appeal of this within -- within 30 days, I would have jurisdiction to hear your dispute over the suspension of new referrals. However, I do not, because I have no appeal. What I have jurisdiction over is your appeal of the termination, which occurred on a separate date.

MS. VINSON: Yes, sir.

MR. SHISSIAS: I cannot adjudicate this issue.

MS. VINSON: Okay. I understand. So that's why, on my -- when I did my petition -- I'm confused because I don't know whether I got terminated because, on the letter, it's stating that I got terminated because of the inability for a reviewer to come and review twice. I didn't -- so that's why I'm going --

MR. SHISSIAS: Ma'am, I believe all the testimony in the record is that the termination was for the review that occurred in February, and had nothing -- and was not for this, and the testimony that I heard from Ms. Carter -- is that correct?

MS. CARTER: Correct.

MR. SHISSIAS: Fine. You cleared up my confusion. I don't have jurisdiction over the suspension of new referrals in Petitioner's Exhibit 1. I cannot adjudicate that issue. Please proceed with your case.

MS. VINSON: Okay.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q "Review" -- "compliance review issue. In accordance with community long-term care, provider manual compliance review process, the sanction of termination is to be imposed when a provider has had two consecutive reviews resulting in suspension. If the third review was a final score that would result in suspension of new referral, 100 and above" --

MR. SHISSIAS: Please respond to her question about what's in the manual, and direct -- direct me --

A "According to the sanction level" --

MR. SHISSIAS: -- and direct me to the page.

MS. CARTER: The page that she's referring to is 6-123, and, at the top of that page, it starts with the plan of correction. It basically gives a description of each sanction level, and so "plan of correction" is the first one, "30-day suspension" is the next one, and it determines how that will be applied. You know, it's just the definition of that deficiency -- of that sanction level, 60-day suspension, 90-day suspension, and termination, and "termination" states -- indicates a final review score of 400 or more points, very serious and widespread deficiency generally coupled with a history of reviews -- of bad reviews, and the "bad reviews" is three consecutive reviews.

"Providers who have two consecutive reviews" -- and that's separate from these things -- "that result in suspension" -- "new referrals will be terminated upon the third consecutive review with a final score that results in suspension of new referrals," which means they would have a score of 100 or above -- or above the final review score, but termination, as indicated in the score, scale, and sanction level shown on 6-124,

at the bottom, it says that, if you have a score of 400 or above, termination is the sanction.

Q But it's a -- if they have had two consecutive -- two consecutive reviews. I haven't had -- right there, it says two consecutive reviews. Are you aware that Loving Care has had only one compliance review, total, while under contract with you, only had one?

A I'm aware of that.

Q But how -- this -- according to this contract, it says two consecutive -- according to the community long-term manual review process, the sanction of termination is to be imposed when a provider has had two consecutive reviews resulting in suspension, if the third review has a final score that would result in suspension of new referrals, 100 and above," and I just had one --

MR. SHISSIAS: Please -- please answer the question.

A -- your question --

MR. SHISSIAS: Well, she's asking you about the termination process, and I believe what she is saying is that the only way you can terminate -- that you cannot terminate on the first inspection. I believe that's -- I believe that

is what the petitioner is saying, that the CLTC manual does not allow you to terminate based on a single inspection. If you'd like to respond to that --

MS. CARTER: Okay.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

A As stated on page 6-123 at the bottom, where it says "termination," indicates a final review score of 400 or more points, and then it goes on to include various -- very serious large deficiencies generally coupled with a history of bad reviews, three consecutive reviews that receive suspension of new referrals. So those are the circumstances under which we can terminate --

MR. SHISSIAS: But I noted the word "generally" -- "generally coupled" --

MS. CARTER: "Generally."

MR. SHISSIAS: Does "generally" mean "always"?

MS. CARTER: It does not.

MS. VINSON: Okay. So again, right here, she's still -- on the bottom, right here, says it has to have -- it has to have at least two --

MR. SHISSIAS: It says "generally."

MS. VINSON: No, sir.

MR. SHISSIAS: Ma'am -- ma'am --

MS. VINSON: Right here -- okay --

MR. SHISSIAS: -- I'm not -- I mean, I'm not going to argue with you about what it says, but it says right there -- we were -- the testimony --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- we're getting into the manual, 6-124 -- all right --

MS. CARTER: 123.

MR. SHISSIAS: -- 123 --

MS. VINSON: 6-123.

MR. SHISSIAS: -- under where -- under the dot where it says "termination."

MS. VINSON: Okay. Now, if you look at 6-122 -- let's see -- 123 -- okay, on the bottom of 1 -- okay. Okay. On the bottom of 6-123, exactly, "Termination is indicated if final re-score" -- "score of 400." Okay, but, right here, it says that "very seriously and widespread deficiencies generally coupled with a history of bad review" -- "reviews, three consecutive reviews that receive suspension of new referrals." I never had nothing but one review, but this is saying three consecutive reviews.

MR. SHISSIAS: Okay. All right, and --

MS. VINSON: I never had --

MR. SHISSIAS: -- so, if I'm hearing you correctly, you -- you're saying that the word "generally" here --

MS. VINSON: Not --

MR. SHISSIAS: -- does not -- well, look --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- I see the word "generally."

MS. VINSON: Yes, sir.

MR. SHISSIAS: And you're saying that that word, "generally," doesn't apply; that it has to be three consecutive reviews?

MS. VINSON: No, sir. I'm not saying that. Now, the next paragraph says a provider "has two consecutive reviews that result in suspension of new referrals will be terminated, if the third consecutive review has a final score" -- right. When you look up at the top, I was given a plan of correct action, a plan of correct action. They only -- on this letter here, it stated a "correct plan of action" -- in this document, the one that's dated on the 23rd of February, the 23rd --

MS. CARTER: (unintelligible).

MR. SHISSIAS: Right. Okay.

MS. VINSON: Okay. On the 23rd, according to the manual --

MR. SHISSIAS: Okay.

MS. VINSON: -- the Department gave me a plan of action because of one review, to do a plan of action. I did a plan of action --

MR. SHISSIAS: Okay, and --

MS. VINSON: -- according to the manual, it says a "plan of correction. This is the lowest sanction, and indicates that the provider is in suspended compliance with the constructural requirement. The provider will be required to submit a plan of correct action outlining deficiencies, a detailed plan to correct the deficiencies. At an effective date, the plan will be implemented."

MR. SHISSIAS: Now I'm understanding. Did you implement a sanction as a sanction in that letter, a plan of corrective action?

MS. CARTER: Yes. All providers submit a plan of correction in order to --

MR. SHISSIAS: Right.

MS. CARTER: -- determine whether that score can be reduced.

MR. SHISSIAS: Okay.

MS. CARTER: The score is a preliminary score.

MR. SHISSIAS: Okay.

MS. CARTER: They may have something that may change the score, so we give them the opportunity to do that.

MR. SHISSIAS: Okay, but that letter was -- was that an imposition of a plan of corrective action as your final sanction?

MS. CARTER: No, it wasn't.

MR. SHISSIAS: It wasn't?

MS. CARTER: That's initially sent to the providers, when they get the review, so they can review it and respond.

MR. SHISSIAS: What the respondent's witness is saying is that -- that the chosen sanction -- that letter didn't say, Your sanction is a corrective action;" they're saying, "Respond to us." It doesn't say -- do you follow me? They didn't select corrective action as -- as -- as the sanction. The sanction hadn't been selected yet. Is that --

MS. CARTER: Correct.

MR. SHISSIAS: Okay. I think that's -- I think that's what she's saying, but -- is that right?

MS. CARTER: That's correct.

MR. SHISSIAS: All right.

MS. CARTER: Just for the record, all of them, you'll notice -- 30-day, 60-day, 90-day -- say that a plan of correction will be submitted. Okay.

MR. SHISSIAS: Okay.

MS. VINSON: Okay. For approval.

MS. CARTER: Okay. "And approved."

MS. VINSON: Okay. Let me finish my question.

MR. SHISSIAS: Okay.

MS. VINSON: Let me finish with the question.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q By the letter of February 23rd, I was required to submit a corrective plan of action by March the 9th, which I did. Are you aware that the plan of corrective action is the lowest sanction in your review process to indicate that the provider is in suspension? You say you are aware of that, but this letter requests that I give -- put in a plan of corrective action, and that's what I did.

So, when I called you -- when I got this letter, I called you, I called your office. I could not get hold of you. I called three days

later, when you and I spoke, and I explained to you about the letter -- actually, about the letter and the plan of action -- "How do I go about getting my scores down?"

You -- you stated to me, "It's through the plan of corrected action, and then you go from there" -- "I'll go from there," but now the reviewer, when she came back, she said her procedure is to come back after the plan of correct action has been done, so she could review to see that I have implemented and put these things in place. Nobody came back. I got a letter saying that I was terminated. Nobody came back to review the plan of action that I did put in place --

A That's not --

Q -- and, according to --

A -- saying that she would go back --

Q -- and, according to the manual, they say -- I'm just going -- "The plan of action" -- okay. "The 30-day suspension at this level now requires a suspension of 30 days." Okay. "If the correct action plan is not approved, the provider will be given an additional 10 days to submit another correct plan of action for review and approval.

The suspension will remain in place until an approved correct plan of action is received. If the second submitted correct plan of action is not approved, the provider's contract will be terminated."

Now, while I was under the 90-day suspension, that's when you all came to do a review, and I got terminated. You say it was -- I got like double conflict --

MR. SHISSIAS: Can you respond to this question, or to whatever -- to this -- can you respond to this?

A The 90-day suspension was in place when the reviewer went back to conduct her review that she was unable to complete in January or February, early February. She can review records while you're on suspension. You still have records that you are required to keep. So she's reviewing records; that's a normal process.

When she reviews the records, as stated in your scope and contract, depending on the final results of that review, you will receive the appropriate section. All providers receive their review along with this letter and are asked to respond, depending on their review score. This is not your final letter, obviously. That's why

you're asked to respond, so that we can review what you've sent and then make our final decision based on the final results of your review. You have a preliminary score, and, based on whatever you submit -- I asked you in this letter that, if you have additional documentation, please provide that with it, and you did. So those things, all considered --

Q My question is, where is it in your manual that states that why, under my 90-day suspension of receiving -- the officer said, "We can't do nothing about that," but I was under my 90-day suspension. What is in your manual that states why I'm -- my 90-day suspension that a reviewer can come out two weeks into my 90-day suspension and review me and terminate me? That's -- to me, I just --

MR. SHISSIAS: Okay. That's the question. What, in your rules, allows you to inspect somebody during the pendency of a suspension?

A The rules that say that the reviews are unannounced, and we can come at any time --

MR. SHISSIAS: Okay.

A -- but, based on your active status or suspended status --

Q Okay, but also the rule on page 626, they say, "90-day suspension indicates serious" -- okay -- "serious and widespread deficiency. New referrals are suspended for 90 days. The 90-day suspension of new referrals will only be lifted after an acceptable plan of correction is reviewed. After review" -- "after a corrective action plan is not approved, the provider will be given an additional" -- okay.

I was under my 90 days of suspension. I did not get a chance to -- I did not get due process to do this 90 days. What they say -- statement that the 90-day suspension indicates -- that the 90-day suspension of new referrals will only be lifted after an acceptable plan of action is received. That's my problem. That's my question. Why wasn't I given 90 days -- a plan of action for my 90-day suspension, which my 90-day suspension was not to be over until four weeks -- six weeks -- and you came -- and the review, during the 90-day suspension, which I don't see why didn't I get my 90-day suspension and do my correction plan under my 90-day suspension? According to the manual --

A Your 90-day suspension wasn't as a result of

a review. Your 90-day suspension was as a result of no one being in the office.

Q Okay. So --

A That suspension does not allow for a corrective action plan. You are required to be in your office. There was no plan of correction, as you were not there when the reviewer arrived.

Q So where is that in the manual?

A I just read it to you.

Q No. 90 days --

[OVERLAPPING DISCUSSION.]

MR. SHISSIAS: Okay. You're --

A -- 6-125. "Provider will be reviewed periodically at provider's office. On-site visits are unannounced. If the reviewer, CLTC, program integrity, or any other government entity arrives at the provider's office to conduct a survey and no one is there, the following sanctions will be imposed. First time, a 30-day suspension of new referrals; second time, a 90-day suspension of new referrals; and the third time, contract termination." There's nothing in this paragraph and that suspension section that allows for the opportunity for the provider to submit a plan of correction --

Q Okay.

A -- because there can be no plan of correction if you were not there.

Q According to -- okay, this is -- under Code Seven, can -- let's see -- under Code Seven, "termination of contract" --

MR. SHISSIAS: Are you referring to Respondent's Exhibit 3, the contract, on page 17?

MS. VINSON: I was trying to get -- yeah. I was trying to find the review of compliance, the compliance review -- the compliance review --

MR. SHISSIAS: What page are we on?

MS. VINSON: That's on page -- I think -- it's even not in this one -- a, b, c, d, e, f, g -- I'm sorry. I thought it was -- I thought it was under "compliance review." According to the compliance review -- let me find -- let me see -- okay. Can I just get back -- can I ask the Court to allow me to get the other information in, because -- and I could continue to go ahead and just --

MR. SHISSIAS: You can put this in during your case --

MS. VINSON: Okay.

MR. SHISSIAS: -- because you're still going to have an opportunity to testify and present your case.

If you can't find the page in the document that you're looking through right now, you can present it -- okay. Go ahead.

MS. VINSON: Okay.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q Okay, so my question -- "How long have" -- "have your reviewer" -- "was employed with Medicaid?" You know, how long she has been employed, your reviewer, Ms. Carolyn, the reviewer.

A I don't know. Over 20 years.

Q How is it determined what provider you are -- how is it determined what provider she goes to visit?

A How is it determined?

Q Yeah.

A It's based on when the provider was last reviewed, or, for new providers, it's based on when they receive their first referrals and authorizations, and when she's in the area.

Q Okay. The reason why I'm asking this question is because, right here, on your -- on the exhibit -- the review report, they have right here, at the bottom, the score 963. The reviewer

read from the fifth month to 2016, line 31, 2017. The reviewer -- also -- and it says you have to have two consecutive reviews, therefore letting me know that I have to have some other reviews before you could have come up with that termination, because right here --

MR. SHISSIAS: Ma'am, I understand your argument, and you're cross-examining this witness. If you have an argument to make during your testimony, please make it then --

MS. Vinson: Okay.

MR. SHISSIAS: -- but go ahead with any other questions that you have --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- about her testimony.

MS. VINSON: Okay. One question.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q Okay. You stated earlier -- you stated earlier that the PowerPoint that you submitted earlier was the PowerPoint that was used at the orientation. Correct?

A I did not. It was brought up that it was -- you said it was different. You rejected it being -- I entered it into evidence, but you said it

was not the same. I said we may have made some changes --

Q No --

A -- minor changes, but those issues that we talked about remain the same. That's what I said.

Q We can check the record -- the officer asked if what you said -- that was the one. However, according to your e-mail, when I requested it, I said, "I am requesting a copy of the correct PowerPoint that was used at orientation on June 2nd, 2016," because this one was not the one, the attached one. Your answer was, "We don't have a copy of the PowerPoint that was used" --

A Uh-huh.

Q -- "when you attended the meeting. The presentation is updated periodically. However, most of the content remains the same," but, sitting here today, you stated that that was the PowerPoint that was used, and those -- because I -- the reason why I reject it is because it was not the PowerPoint, because those reviews, the compliance reviews and all that, were not on there. You said it was, but now, in your e-mail, you state -- you -- you mentioned that --

MR. SHISSIAS: Go ahead. Go ahead and answer, if you can.

MS. CARTER: Okay. Okay.

A If that's not the one that was used -- I'm answering the question, I guess, with a request that you bring the one that was used, so that you can show that it's different and it's not the same.

Q Ma'am, according to the papers, you have to bear the burden of proof, not me, and that's why I asked you earlier. I know -- I hoped you had checked the record and hear what you said -- you are recorded, and you said -- and you were asked twice, "Are there" -- "the PowerPoint that was used." You said, "Yes." You were asked if everything was on there, because that's why you gave partial rejection and partial acceptance, and I said that it wasn't, but, here in your e-mail, now you state that, "We don't have a copy of the PowerPoint that was used when you attended the meeting."

So do you -- is this the right PowerPoint? I'm not, because I'm telling you those review compliance sanctions were not on the PowerPoint that you did at the orientation.

A And I'll say again, like I said on the record earlier, that is included in every one of our presentations. We've not removed that, because that information comes directly from the scopes, and that's what we go over with, with new providers, to give them an overview of what is expected. So, for the record, again, that has not changed.

Q Well, you still didn't answer the question. You answered the question, but --

MR. SHISSIAS: I believe -- I believe that she did answer the question.

MS. VINSON: Okay.

Q My other question is -- okay. Okay. "Whereas Loving Care denied that no one was at the place of business on January the 3rd, when you arrived" -- okay. I had two more questions I wanted to ask. Okay.

Correct me, if I'm wrong. You stated earlier that the scores are calculated through a system, behind a system. Well, when I -- when -- when I submitted my -- when I submitted my summary on -- let's see -- on the review, on the summary page of -- let's see. You stated that -- you stated that the correction action plan -- I -- okay.

When I submitted -- when you submitted -- right here -- when you submitted an -- okay, not this one -- "service review summary. The provider does not maintain individual participant records. 29" -- "six out of twenty-one." You said that a corrective action plan, which I did answer to it, and I did not state that -- that the participant record was not -- that I state that everything is corrected, but, when the reviewer came out to do the 21 files, she looked at six. The six that she looked at was terminated. I told her that I had --

MR. SHISSIAS: Ms. Vinson, you're crossing -- you're asking questions of this witness about what you're asking, and it sounds like you're testifying.

MS. VINSON: Okay.

MR. SHISSIAS: What's your question?

Q My question is, on the corrective action plan, why did I not get any scores for the things that I did correctly? The only scores that you -- that I got -- you said you scored me for was the 50 points. So why didn't I get scored for the other points?

A As I stated earlier, in most instances, the

score is not going to be adjusted, if the documentation was not present when the reviewer conducted the review. You cannot go back and update things after the fact. They are required to be in the record when it's reviewed.

Q It was in the record. She did not look into the records, so that -- I understand what you're saying, but that's how I answered my plan of action.

MR. SHISSIAS: Any other questions for Ms. Carter?

Q Ms. Carter, is it fair to say that, as a new provider, when a new provider enters your orientation, as a new provider, as huge as the contract is, is it fair to say that the provider should know everything in the scope of the contract and extension within four months?

A If you signed it, yes, it's fair to say that.

Q Okay. Why is it in the PowerPoint that states the reason why the compliance review extension was created is to give all the providers -- to give all the providers clarity on how the sanction is worked -- so they can be clear about how the sanction is worked, and to be, you know, productive and stay, you know, a productive provider, because for me -- for four

months, and send somebody out and review them four months -- I was just learning how -- I was just getting an understanding of some of the contract. That's why I didn't -- so that's why I asked you was it fair to say that's a reasonable time for a provider to know the whole scope of the contract. You all don't give no -- is it fair to say that you all don't ever give classes or workshops to get the new provider to know what it is or what it's all about?

A That's why we do it at orientation, and that's why we go over those things in detail. We -- the presentation is there. We expound on those things in the meeting. Tony usually states that the scope is your Bible, and you need to learn that cover to cover. So yes, it is fair. If you sign the contract, you agree to those terms, and we expect you to follow it --

Q So --

A -- within four months.

Q -- within four months and one day --

A -- services.

Q -- so all of that is inside the manual? Because it's not.

A Is all of what inside the manual?

Q That four -- four -- four months and four days that you all -- that they expect to -- for all your -- thank you, Jesus -- this is -- according to this manual -- I'm sorry. This is the compliance review process on page 6-120, because --

A -- gives a timeframe for providers to be in compliance --

Q Okay. According to section G, "compliance review process," "the South Carolina HHS Division of Long-Term Care waiver management provider compliance. The Department has developed this policy for clarification of the provider compliance process. The policy gives detailed information on how provider compliance sanctions are implemented."

A Uh-huh.

Q "Provider review receives a score based on the sanction skill."

A Uh-huh.

Q "Review score will determine if the provider will receive a sanction; if so, the level of the sanction. The sanction scoring process will develop and ensure that the reviews are equitable or fair, and for provider to note what to expect

at their review."

So why I'm bringing this up -- we're going back into the early one on page 123, where it says a provider "shall have two consecutive reviews." How could -- so is it fair to say that, based on this, without getting any review, I should already know what to expect -- the clarity of how it worked, as a provider?

A Based on G?

Q On the compliance review process.

A Well, this section is in here to outline what's expected, so we expect you to read this section, as well as all of the other sections in here, to be aware of what you need to do. We tell you in that pre-contractual meeting that, if you have any questions or concerns, to e-mail or call us, and we give you our e-mail and phone numbers to call us or e-mail us with any questions, specific questions, when you start providing services. Tony always says that he knows that, by the time you get to the Interstate, you will forget everything you've just learned, so please --

Q Right.

A -- follow back up with us, once you start.

In any instance, we tell providers this all the time, when they come in, that we know that you can hear things in a presentation, but it's not the same as applying it and doing it. So, once you start, we ask you to notify us if you have specific questions. It's your responsibility, as a provider, when you sign the contract and Medicaid begins paying you, to know what your guidelines are that you're following.

Q Okay, and I agree. However, I called you from the beginning. When I called -- when I called the Department, I couldn't get no --

MR. SHISSIAS: Okay.

Q -- but, anyway --

MR. SHISSIAS: Again, this is cross-examination --

MS. VINSON: Yes, sir. I'm sorry.

MR. SHISSIAS: -- and you are testifying. You have not been sworn yet --

MS. VINSON: Okay.

MR. SHISSIAS: -- so -- so --

MS. VINSON: Okay. One more question.

MR. SHISSIAS: Please. As many questions as -- but just questions about what her testimony has been.

MS. VINSON: Okay.

MR. SHISSIAS: Okay.

[THE EXAMINATION OF MS. CARTER BY MS. VINSON CONTINUES.]

Q Correct me, if I'm wrong. You also stated that -- the scoring never -- based on the scoring level of the deficiency, right, you said that you go then and you take out whatever it's supposed to be. You calculate it, and you know what to give and what not to give them. So right here, with the score -- okay. On this -- let's see.

MS. VINSON: I'll be going back to cross-examination -- okay.

MR. SHISSIAS: You can go ahead and do that on your case -- if you'd like.

MS. VINSON: Okay. I'll save that for --

MR. SHISSIAS: Okay. All right. Okay, and, if you -- if you, later on, need to ask Ms. Carter any questions for the completeness of the record, that is okay --

MS. VINSON: Okay.

MR. SHISSIAS: -- but we're getting -- your cross-examination versus your direct --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- very confused --

MS. VINSON: I understand.

MR. SHISSIAS: -- and it really isn't helping the

process.

MS. VINSON: Yes, sir.

MR. SHISSIAS: I did have -- do you have any other testimony?

MS. CARTER: I don't.

MR. SHISSIAS: Okay. Do you have any other witnesses?

MS. CARTER: No.

MR. SHISSIAS: Okay. So, at this point, you're going to rest your case?

MS. CARTER: I rest my case.

MR. SHISSIAS: Now, one thing that we've got here that's remaining is that the petitioner made a dispositive motion requesting dismissal based on the fact that all documents underlying the decision have not been -- have not been revealed. What documents are you contending, underlying the decision, were not revealed, were not disclosed to you? Because I told you -- I told you I would hold that, and, when she was done with her case, give you a chance to say, "Okay. These other documents underlying the decision were never disclosed to me, and I was unable to prepare my case as a result." What documents are you talking about?

MS. VINSON: This -- on Exhibit -- let's see. Wait a

minute. The document is -- I don't know if you would -- to wait for it -- it's -- the document is the copy of the reviewer, when she came out to review my -- Jeanette's Loving Care more than one time, when she came out to review the document -- her documents stating that, you know, the score of the previous review --

MR. SHISSIAS: The previous -- the two January reviews?

MS. VINSON: Yes. The document --

MR. SHISSIAS: That those were not disclosed to you?

MS. VINSON: Yes.

MR. SHISSIAS: Okay. Now, I believe there has already been testimony that what happened in January, that -- that was not the basis of this termination. Is that correct?

MS. CARTER: That's correct.

MR. SHISSIAS: Okay. So nothing that happened in January was the basis of the -- of this termination.

MS. VINSON: Yes, sir.

MR. SHISSIAS: Did you hear that?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. So the fact that those documents were not turned over to you, because they did not

play a part in the termination, I don't see how those two inspection reports could prejudice you. Okay. Are there any other documents that you are contending were not provided to you, that were the basis of the termination?

MS. VINSON: Well, according to the respondent, that the score -- the score that she does, that she goes and -- and looks at the score, based on the reviewer -- the reviewer goes and looks in the files. So therefore the reviewer -- I don't -- maybe I need clarity from the review range from 562 --

MR. SHISSIAS: So you're saying that there is some document that the reviewer prepared on-site --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- that -- that --

MS. VINSON: Would give you a score.

MR. SHISSIAS: -- that would -- that would give you a score? Okay. Did you have access to any such -- does such a document exist? Do you have access to it, or was this document here -- was this -- was this what you based your termination --

MS. CARTER: That's what I based my termination on.

MR. SHISSIAS: Okay. So -- so you didn't see any other document. Did you see another document?

MS. CARTER: No.

MR. SHISSIAS: Okay. So she's -- she's saying that this is the only document she saw and the only thing she based her termination decision on.

Now, I -- I understand that -- that there was a reviewer that came to your house, and she's not at this hearing, but I did specifically state in my orders, if you needed other people to be there, to specifically ask for it. You asked for Mr. Stephens. I understand Mr. Stephens didn't play a part in the role, and then I specifically asked, "Is there somebody that you need who is not present? Do I need to continue the hearing?"

You said, "No." I have that e-mail. You said, "No. We're going to" --

MS. VINSON: Right.

MR. SHISSIAS: -- so, if you needed somebody, if you're saying that there was some disconnect between the reviewer at your office and what she reviewed, then you should have asked for that person to be present at the hearing, and you didn't.

MS. VINSON: I did. Yes, I did, sir. For the reviewer; I asked for the reviewer. I e-mailed. I sent her an e-mail and I sent you an e-mail, a

copy.

Now, as I understand, I was reading on the paper that you sent me, sir, according to these papers -- according to these papers, I state that -- according to the -- according to the Court's order, it states that she -- that this department was supposed to give me --

MR. SHISSIAS: Right.

MS. VINSON: -- witnesses --

MR. SHISSIAS: Right.

MS. VINSON: -- that could help -- that could back up who I requested. I requested --

MR. SHISSIAS: And who is this person?

MS. CARTER: Carolyn Lockard.

MS. VINSON: It's the reviewer.

MR. SHISSIAS: Carolyn Lockard. Okay, and I -- did she request the attendance of Ms. Lockard?

MS. CARTER: Yes, she did request the attendance of Ms. Lockard, and my response to her was that Ms. Lockard is on leave today, and that, if she needed her, she may need to request that the hearing be postponed until she --

MR. SHISSIAS: And at that time, I asked you, "Do you want" -- "to have a status conference, and do we need to have the hearing date changed, or are we

going to go forward," and you said, "Let's go forward."

MS. VINSON: Yes, sir. The reason why I said -- because I was reading the procedure of this -- I want -- I want -- just for the record, I'm new at this. I was reading the procedure. I read that the respondent has the proof over why should I -- I had to schedule my days off. I had to schedule -- Ms. Carolyn Lockard works for her. The Court ordered her to send these things a couple of weeks --

MR. SHISSIAS: You were on notice that this person was not going to be at this hearing.

MS. VINSON: That was --

MR. SHISSIAS: You did not request a continuance.

MS. VINSON: Well --

MR. SHISSIAS: There's only -- there's only two choices here.

MS. VINSON: Okay.

MR. SHISSIAS: We can either proceed, or I can suspend this hearing. We can wait until that individual is ready, reconvene the hearing, and then proceed with that. Those are our only two choices, and, from what I reviewed when you said, "Let's proceed" -- because I was offering you a

continuance --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- what I got from you is that you said you did not want a continuance.

MS. VINSON: Because I was going by what this document, this letter from the Court was stating --

MR. SHISSIAS: There is no "court." There's a hearing officer.

MS. VINSON: Yes, sir.

MR. SHISSIAS: That's me --

MS. VINSON: Yes, sir. I know.

MR. SHISSIAS: -- and again, if you required the attendance of that person that she said was going to be unavailable on that date, I was offering you an opportunity to postpone the hearing and reschedule it, and you said to me, "Let's proceed."

Now, I don't understand if you were confused, but what I -- fine. I'll give you another chance. We can close the record today and then reconvene on another date, where this person can be made available, if you want to cross-examine her, if you want to --

MS. VINSON: Yes, sir.

MR. SHISSIAS: You do?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. All right. Then we're going to suspend the hearing. It's clear to me you didn't understand the procedure --

MS. VINSON: I didn't.

MR. SHISSIAS: -- and there's really nothing else I can do. I -- I fully believed that you didn't want that person present, but now you're saying you did. Okay. So we're going to have to redo this. All right. So let's start looking at schedules.

This hearing is hereby in recess. We're going off the record. We're going to reschedule the hearing, and we're going to reopen with the direct and cross testimony of -- I'm sorry. What's this person's name?

MS. CARTER: Carolyn Lockard.

MR. SHISSIAS: Of Carolyn Lockard. All right. We're going off the record now.

[WHEREUPON, THE HEARING WAS ADJOURNED.]

STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF RICHLAND)

BE IT KNOWN THAT I, JAMES SCOTT, SUPERVISED THE FOREGOING TRANSCRIPTION OF THIS HEARING:

THAT THE FOREGOING TRANSCRIPT OF 101 TYPEWRITTEN PAGES REPRESENTS A TRUE AND COMPLETE TRANSCRIPTION OF THE HEARING SO CONDUCTED TO THE BEST OF OUR SKILLS AND ABILITIES;

THAT NEITHER I NOR ANY EMPLOYEE/CONTRACTOR OF COLUMBIA REPORTING IS RELATED TO NOR AN EMPLOYEE OF ANY OF THE PARTIES HERETO, NOR A RELATIVE OR EMPLOYEE OF ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES HERETO, NOR INTERESTED IN THE OUTCOME OF ANY ASSOCIATED ACTION;

WITNESS MY HAND AND SEAL THIS 9th DAY OF JANUARY, 2018.

JAMES SCOTT
PRESIDENT, CRS
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES APRIL 2nd, 2023.

SOUTH CAROLINA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF APPEALS AND HEARINGS
SCDHHS #: 17-0777

JEANETTE VINSON d/b/a JEANNETTE'S LOVING IN-HOME CARE AGENCY,	)	
PETITIONER,	)	
VS.	)	ADMINISTRATIVE APPEAL
THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES,	)	
RESPONDENT.	)	

HEARING - JULY 24th, 2017

COPY

COLUMBIA REPORTING SERVICE
P.O. BOX 50776
COLUMBIA, SOUTH CAROLINA 29520-0776
(803) 530-0619 / 0877 / conarco@aol.com

APPEARANCES

HEARING OFFICER:	ALEXANDER SHISSIAS
FOR THE PETITIONER:	JEANETTE VINSON (PRO SE)
FOR THE RESPONDENT:	DEBORAH CARTER, ESQUIRE
ALSO:	CAROLYN LOCKARD

INDEX

THE HEARING RECONVENES ---------- 3

EXAMINATION OF MS. LOCKARD BY MS. VINSON ---------- 5

SELF-EXAMINATION BY MS. VINSON ---------- 20

CROSS-EXAMINATION OF MS. VINSON BY MS. CARTER ------ 43

EXAMINATION OF MS. LOCKARD BY MS. CARTER ---------- 45

CROSS-EXAMINATION OF MS. LOCKARD BY MS. VINSON ----- 46

CERTIFICATE ---------- 56

EXHIBITS*

* - ALL EXHIBITS RETAINED BY THE HEARING OFFICER AND/OR COUNSEL.

COLUMBIA REPORTING SERVICE
P.O. BOX 50776
COLUMBIA, SOUTH CAROLINA 29520-0776
(803) 530-0619 / 0877 / conarco@aol.com

[THE HEARING RECONVENES.]

MR. SHISSIAS: And we're back on the record. This hearing is reconvened. The original hearing date was June 8th. I'd decided to put the hearing in recess, as the petitioner had requested the presence of a Department employee to examine, specifically Ms. Caroline Lockard. Ms. Lockard was unavailable the first day of the hearing. Ms. Lockard is now available.

To recap where we are in the hearing, Ms. Carter has already presented her direct testimony and been cross-examined by petitioner. I, of course, will allow petitioner leave to ask additional questions, if she needs to. The respondent, the Department, has entered into evidence Respondent's Exhibits 1, 2, 3, 4, 5, 6, and 7, and petitioner -- 7 and 8 -- and petitioner has entered into evidence Petitioner's Exhibit 1.

At this point, I'll turn it over to Ms. Carter. Would you like to call Ms. Lockard as a witness at this point?

MS. CARTER: No.

MR. SHISSIAS: You would not?

MS. CARTER: No.

MR. SHISSIAS: Okay. You don't -- you don't have any more testimony?

MS. CARTER: I don't.

MR. SHISSIAS: Okay. I assume, Ms. Vinson, that you would -- well, first of all, do you have any more testimony to present in your case?

MS. VINSON: I don't have any more testimony.

MR. SHISSIAS: Okay, or exhibits to present in your case?

MS. VINSON: No.

MR. SHISSIAS: Okay. Great. Okay. Then, at this point, Ms. Vinson, you'll be allowed to start your case, and, if you would like -- would you like to call Ms. Lockard as your witness -- as a witness?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. I'm going to swear Ms. Lockard. Ms. Lockard, do you solemnly swear or affird that the testimony you're about to give is the truth, the whole truth, and nothing but the truth?

MS. LOCKARD: Yes.

MR. SHISSIAS: Okay. All right.

[THE WITNESS IS SWORN.]

MR. SHISSIAS: Ms. Vinson, you can go ahead and ask any questions you'd like of Ms. Lockard.

EXAMINATION OF MS. LOCKARD

BY MS. VINSON:

Q Good morning, Ms. Lockard.

A Good morning.

Q Nice seeing you again. Ms. Lockard, I have a few questions I would like to ask you.

A All right.

Q How long have you been employed as a compliance reviewer?

A Since 1990.

Q What items do you take with you to assist you in conducting -- conducting a review; what items?

A I have the scope of service, and I have my computer.

Q You don't carry a cellphone?

A I do carry a cellphone. I'm sorry. I normally connect to the Internet with my cellphone.

Q Okay. Now, how is it determined what provider you are to visit?

A It's determined by my computer.

Q Okay. It's determined by your computer?

A My computer program has -- it's set up to show me when reviews are due.

Q Yes, ma'am. So how do you get your

assignments; from your computer, or from --

A Yes, ma'am. From the computer.

Q So who sends the assignment to your computer? Do you have --

A The Department has a program that's on my computer. It was developed by the Department.

Q Okay. How often have you visited the Summerville area where Loving Care is located? How often have you visited the Summerville area where Loving Care is located?

A I'd have to look at my computer. I don't know. I've been in that area several times this year.

Q Okay. How often --

A I was in that area last week.

Q Okay. How often have you been unable to locate a provider's place of business?

A 99% of the time, probably. I don't know that for sure. I can -- I could look back and see how many times I've been and providers are not there.

Q Okay. So how often have you visited Loving Care for any purpose?

A You're talking about Jeanette's Loving Care?

Q Yes, ma'am.

A I was there twice, and there was nobody

there, and I was there once when you were there, and I did a review.

Q Okay. You say you were there twice. Right? So now --

A That's right.

Q -- give the dates and the reason that you visited Loving Care and the result of your visit.

A I would have to look at my calendar to give you the dates.

Q Yes, ma'am.

A The reason I visited was to do an initial survey.

Q Okay. So can you share with me what an initial survey is?

A It's the first survey a provider has after they get clients.

Q Okay. Okay. Now, I have a question on that. According -- so, according to the policy, section G, the policy and procedure, the initiator's survey is 90 days -- correct me, if I'm wrong -- approximately 90 days after initiating the client. Right?

A No, ma'am.

Q It's not?

A No, ma'am.

Q Okay. You say that's not right. Okay. Okay. Compliance review, according to policies and procedures --

MR. SHISSIAS: Okay. Hang on a second. You're reading out of a document.

MS. VINSON: Yes, sir.

MR. SHISSIAS: So tell -- tell -- I need you to state what the document is.

MS. VINSON: Okay. The document that I'm reading is section two, "Policy and Procedure, program requirements."

MR. SHISSIAS: Okay. What page number at the bottom --

MS. VINSON: The page is 2-4.

MR. SHISSIAS: 2-4?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. Do we have a copy? So, if you want her to read something, you're going to have to at least provide her a copy for her to read off of. This is the CLTC provider manual.

MS. VINSON: Okay.

MR. SHISSIAS: Do you have a copy that she could just look at?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay.

MS. VINSON: Right here. Right here.

MR. SHISSIAS: All right. Go ahead and ask your question.

MS. VINSON: Okay.

[THE EXAMINATION OF MS. LOCKARD BY MS. VINSON CONTINUES.]

Q The question was, how -- okay. The question was, what is your -- what is the initiating survey?

MS. VINSON: Ask her the same thing?

MR. SHISSIAS: Yeah. Go ahead and ask her the question, now that she has something to review, what the policy says.

MS. VINSON: Okay.

Q The policy states that it's 90 days after the initiating client -- of the CLT client that an unannounced -- that initiates -- initiates service should be taken after 90 days, but you say it's not so.

A It's my understanding that this has nothing to do with my initial survey. This is the Department, before you get your contract, after you apply. Come to the provider meeting within 90 days, approximately 90 days --

(WITNESS BECOMES UNINTELLIGIBLE.)

MR. SHISSIAS: She's testifying. May I see -- may I see the document?

MS. CARTER: He needs to see what you're reading from.

MR. SHISSIAS: And I've got, I think, page 2-4.

[THE HEARING IS MOMENTARILY INTERRUPTED BY A RINGING CELLPHONE.]

MR. SHISSIAS: I would remind everybody to please put their phones on "vibrate."

MS. CARTER: I'm so sorry.

MR. SHISSIAS: All right. I'm reading here. It says, "Compliance reviews are conducted approximately 90 days after initiation services with CLTC. Unannounced reviews are conducted thereafter. At the sole discretion of the CLTC, special reviews may be conducted any time."

Thank you for providing me with that document. Go ahead.

[THE EXAMINATION OF MS. LOCKARD BY MS. VINSON CONTINUES.]

Q Okay. So, given that -- okay. How often did you say you were -- okay. You said -- you say you don't have the date and the reason that you visited Loving Care and the result of your visit. You don't have that date?

A I don't. I can look that date up. I have it

right here. The initial time that I came, that you weren't there, is that what you're asking me?

Q Give the dates and the reason that you visited Loving Care and the result of your visit.

MR. SHISSIAS: Please answer the question, if you can.

A I visited you on January -- I'm sorry -- on February the 3rd, and you weren't there, and I visited you January the 2nd, and you weren't there.

Q Okay. Thank you.

A When I did your review, you were there, on -- just a minute, I'll have to look -- February the 20th.

Q Okay. Thank you. "Whereas Loving Care denies that no one was at the place of business on January the 3rd" --

MR. SHISSIAS: Ma'am, this is the time for questions. That doesn't sound like a question --

MS. VINSON: Okay. So a question --

MR. SHISSIAS: -- sounds like a statement, to me. I mean --

MS. VINSON: Okay.

MR. SHISSIAS: She has already testified that she -- that you weren't there, okay, and you said, "Whereas you deny" -- this is the time for you to

ask her questions.

MS. VINSON: Okay.

[THE EXAMINATION OF MS. LOCKARD BY MS. VINSON CONTINUES.]

Q So you said, on January the 2nd, that you came out and I weren't there; no one was there.

MR. SHISSIAS: I need -- I need a verbal response.

A Yes, ma'am.

MR. SHISSIAS: Okay.

Q So what did you do after you found out nobody was there?

A I left a message, I think, on your phone. I called Ms. Carter and told her that no one was there.

Q So is -- what is your procedure to do, when you -- what is your procedure to do, when you come to a --

A I notify Ms. Carter that there's no one there, and I go do somebody else in that area.

Q Okay. So you don't call -- okay. Now, when you arrive at -- when you arrived to conduct the first review, is it possible that you went -- that you were unable to locate Jeanette's Loving Care's place of business due to being given an incorrect address, or some other reason?

A Yes, ma'am. That would be possible, but, in this case, it's not true, because I was there. I saw the sign in the window that's backwards, that said it was Jeanette's Loving Care.

Q Yes, ma'am. Okay. Correct me, if I'm wrong. When -- okay. Let me go on. Were you present -- okay. Were you present on January the 3rd, 2017, when Deborah Carter called and asked me if Loving Care had a change of address?

A I don't know if I was present when Deborah called you or not. I was in my car.

Q Okay. You said your procedure is, if nobody is there, you call Deborah Carter --

A Right.

Q -- and let her know, then you go to your next visit. Okay. On February the 3rd, 2017, you made a second visit to visit Jeanette's Loving Care, and no one was there, you said. Is that correct?

A Yes. Did you say February 3rd?

Q You said the 2nd. Correct me, if I'm wrong. You said the 2nd.

A February the 3rd. February the 3rd, on a Friday. No one was there.

Q So -- was mistaken with the 3rd. No one was

there. Okay. When no one was there, why didn't you -- why didn't you do the same thing that you -- on February the 3rd, when you called and said no one was there, I received -- you called and left a message stating that you were out there to visit and you were unable to get in. So why didn't -- the first time nobody was there, you didn't leave a call or call and leave a message?

A I don't know if I didn't leave a call the first time or not. I don't -- I don't write that down, whether I call you or not. I'm assuming I probably did, but I can't swear to that.

Q Okay. What do Department rules require you to do, if you can't locate a provider's place of business?

A To notify Ms. Carter.

Q On your third visit, February the 20th, 2017 to Loving Care, were you able to conduct a compliance review?

A Yes, ma'am.

Q Okay. How many files to be pulled were on your list during this third visit?

A I don't have that list. I don't know how many files were there.

Q Correct me, if I'm wrong.

A I asked for 20 files. That's my standard procedure.

Q So, the earlier question, you said that all your assignments come -- you get it from your computer.

A Yes, ma'am.

Q So therefore your assignment would already pull lists of -- would it be in your computer as well?

A I don't understand your question.

Q Earlier, when I asked, "How do you get your assignments," you stated that you get it from off your computer.

A Yes, ma'am.

Q So therefore, if you came with the 20 -- you said 20 files -- how do you get that from off your computer? So you wouldn't have that now? You say you don't have no way of knowing how much it was, but earlier --

MR. SHISSIAS: You've started testifying. I don't know what question you're trying to ask her.

MS. VINSON: Okay.

MR. SHISSIAS: I don't understand.

MS. VINSON: Okay.

Q The next question is, what do you do when you

learn that the -- the six of the files that you asked me to pull were terminated employees?

A I answered the questions "no." I answered the question. I have no file, and so all the answers are negative, because I know there's nothing there, that there's no file.

Q So a question. When you came out with the 20 -- the 20 lists of participants and 21 lists of the participants and 21 lists of the workers, you didn't ask to pull six files?

A I asked to pull 20 files.

Q Okay. What do your rules require you to do?

A Pull 20 files.

Q Twenty, okay. According to Department rules and regulations, can an unannounced visit be made prior to giving a provider technical assistance?

A A provider has technical assistance before they sign the contract. Once they sign the contract, a compliance review can be performed at any time, and they're always unannounced.

Q Uh-huh. Okay. According to South Carolina rules and regulations, an unannounced visit can be -- may be made prior to giving a provider a technical assistance. So, according to section one, "General Information, policies and

procedures" -- "General Information" -- let me -- okay. According to -- according to "General Information," section one, "General Information, administration," "Provider participants in Medicaid" -- okay -- it says -- okay -- I'm sorry.

MS. VINSON: I've got the wrong section. I'm sorry. That's the wrong section. I apologize for that, sir.

Q Section number two, "Policy and Procedure, compliance and review," it explains right there, "Before entering" -- "Before entering into any constructural agreement, the provider and the Department will have" -- "compliance and review are completed approximately 90 days after initiation of service" -- "CLT. Unaware" -- "unannounced reviews are conducted thereafter. After enrollment" -- "after enrollment, visits are made to provider" -- "and upon request. The purpose of those visits is to coordinate information concerning the Medicaid program and provide technical assistance as required."

So therefore, is it fair to say that, after enrollment, a field service representative comes out to the provider and gives them -- and helps

them coordinate technical -- to go into the computer, to show -- to give them -- to show them how it works, and then, after --

MR. SHISSIAS: Okay. You've got a question, ma'am. Please answer that question.

A I'm not really qualified to answer this question. This is for the field services representatives. As far as I know, that's the regional office person that comes to your office and shows you how to use the Phoenix and goes through other things that I -- I really can't answer that.

Q So my question is -- so one visit that you did on --

A Has nothing to do with this visit.

Q Okay.

MS. VINSON: Can I have this submitted? I would like to have this -- I would like to have the policy, one, the general one, and two submitted.

MR. SHISSIAS: I've got -- let's see. Ms. Vinson has proposed -- has requested that page 1-9 of the provider manual and -- this is the other page, "Program Requirements." It's cut off. There is no page number there. What page number is that, where it says "Compliance Review" --

MS. VINSON: Two is "Compliance Review."

MS. LOCKARD: -- "Field Service Review."

MS. VINSON: Yeah. It's at 2-4. 2-4, "Compliance" --

MR. SHISSIAS: Okay, and that is page 2-4. So she's proposing that page 1-9 of the manual and page 2-4 of the manual be entered as Petitioner's Exhibits 2 and 3. Any objection?

MS. CARTER: No objection, sir.

MR. SHISSIAS: No objection. Okay. Without objection, 1-9 is admitted as Petitioner's Exhibit 2, and page 2-4 of the manual is admitted as Petitioner's Exhibit 3. Proceed.

MS. VINSON: Okay. Thank you, ma'am.

MS. LOCKARD: You're welcome.

MR. SHISSIAS: No other questions? Okay. Any cross-examination? Do you have any other questions of this witness? Okay. All right.

MS. VINSON: Okay --

MR. SHISSIAS: Hang on. I don't have any other questions of this witness. All right. You can call your next witness.

MS. VINSON: Okay. I would like to call Jeanette Vinson.

MR. SHISSIAS: Okay. Great. All right. Do you solemnly swear or affirm that the testimony

you're about to give is the truth, the whole truth, and nothing but the truth?

MS. VINSON: I do.

MR. SHISSIAS: Okay. Go ahead and give me your testimony.

MS. VINSON: Ms. Vinson --

MR. SHISSIAS: It's not necessary to ask yourself questions.

MS. VINSON: Oh. Okay.

MR. SHISSIAS: Just go ahead and testify.

MS. VINSON: Okay. On -- on -- you want me to -- but I have a question for myself.

SELF-EXAMINATION

BY MS. VINSON:

Q On January the 3rd, 2017, were -- were you present--

MS. VINSON: So I can't -- when you say don't ask myself questions --

MR. SHISSIAS: Well, you -- it's not necessary, but you can do whatever you like.

MS. VINSON: Okay.

MR. SHISSIAS: Go ahead.

[THE SELF-EXAMINATION BY MS. VINSON CONTINUES.]

Q On January the 20 -- on January the 3rd, 2017, were you present at Loving Care's place of

business during the hours -- during regular business hours?

A Yes, I was.

Q On that date, were you visited by anyone from the Department of Social -- the South Carolina Department of Health and Human Services?

A No, I was not.

Q Were any phone calls or messages left?

A No. There was no phone call and no cards left and no messages stating that someone was there.

Q On February the 3rd, 2017, were you present at Loving Care's place of business during regular hours?

A No, but I didn't -- but I did have office personnel there, who I found out, through Ms. Lockard leaving a message on that day, that no one was there, which I terminated that right away.

Q So, on February the 20th, were you visited by anyone from the Department?

A Yes.

Q What happened at the visit?

A At the visit, Ms. Lockard came and introduced herself as a reviewer from the Department. She

came in and asked to see my license, the face of my license from DHEC. She came in and asked me to see my insurance policy, and she also came and had a list of 21 participants and 21 employees.

When Ms. Lockard came in, she also asked me to hand her six of the participants from -- with the list of the 21 clients, which I would like to be submitted -- and the 21 workers.

MR. SHISSIAS: One second. Is that -- it may already be in the record. All right. I don't believe -- is this list of 21 participants, is this -- is this already in the record?

MS. CARTER: -- on the review, the participants are on the actual --

MR. SHISSIAS: On the review. Okay. Now, this document is -- is this a document that you sent out?

MS. VINSON: This is the document that I sent, required from the Department to send, with the list of clients, the e-mail -- from the Department --

MS. CARTER: Yeah. I sent her that. I should have sent it to you.

MR. SHISSIAS: You -- okay. I don't have anything -- who sent this to whom? Somebody tell me. Where

did it come from? Ms. Vinson?

MS. VINSON: That came from the Department.

MR. SHISSIAS: That came from the Department. Okay. Did that come -- can you confirm that you sent that? This is an e-mail?

MS. VINSON: Yes.

MR. SHISSIAS: Okay. All right. Do you have any objection to this being entered as Petitioner's Exhibit -- I believe it's 4 --

MS. CARTER: No, I don't.

MR. SHISSIAS: Okay. Without objection, this is admitted as Petitioner's Exhibit 4. Proceed.

MS. VINSON: Okay.

[THE SELF-EXAMINATION BY MS. VINCENT CONTINUES.]

A After -- after the reviewer asked for the six participant records, I told her that those six that she asked for, they were terminated and I had shredded those files. She asked for six of the workers. Those six of the workers' records she asked for, they were terminated, and I had shredded their files.

Then the reviewer asked -- I asked the reviewer would she like any other else records to look into. The reviewer stated, "No," because I already had six that weren't there, of the

employees, and six of the clients that was not there. She didn't need to see any more.

Q So did this reviewer look into 21 files?

A No, she did not. The reviewer then asked -- told -- made a statement and said that, "According to DHEC, you are allowed to hold files for five years."

My -- my -- my answer to the reviewer, "I did not know that." So therefore she did not look into the rest of the files.

So, after that, the reviewer asked to see a copy of -- a copy of my -- let's see -- the reviewer asked to see a copy of -- asked me to make a copy of -- the reviewer asked me to make a copy of a criminal report, background report, for one of the workers. She stated -- the reviewer stated that she would have -- the criminal background report didn't look right. The copy didn't look right, so she would have to get with Ms. Carter to see if it was acceptable.

After that conversation, the reviewer and I were conversating. We got off on -- and that's when the reviewer stated to me that anytime when I have a problem or need some question, that I could call her. The reviewer gave me her card.

I stated to the reviewer -- I thanked her for that, because every time, as a new provider -- any and every time that I called to the main office in Columbia, I could never get no response from Deborah Carter or Mr. Tony Matthews. As a new provider, according to the procedure and policy, I was not allowed -- applying -- the applying period to have somebody, a field representative, to come out and make sure that everything was in compliance. So therefore I didn't know, but she -- the reviewer did not look in no 21 files.

After that, the reviewer and I sat. We talked a little, made conversation. I asked the reviewer, "What happen" -- "what happens from now?" -- what would happen.

The reviewer stated to me that Ms. Carter "will get back" with me, and she will -- the reviewer said that she "will be back."

After the reviewer left, that -- that -- that was -- that was pretty much it. However, when --

MS. VINSON: I want to put these in as an exhibit.

MR. SHISSIAS: Okay. If you have specific documents that you want to introduce, you're going to need to introduce them one by one.

MS. VINSON: Okay.

MR. SHISSIAS: Do you have copies for the other side to look at?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. Good. Proceed with your first exhibit.

MS. VINSON: My next exhibit is the contract. Jeanette's Loving Care came into contract on the 24th of June.

MR. SHISSIAS: I believe -- isn't the contract already in evidence?

MS. CARTER: Yes.

MR. SHISSIAS: Somebody help me with that. Which --

MS. CARTER: I don't know which number it is.

MR. SHISSIAS: Okay. Okay. The contract is already in -- in the file. It's Respondent's Exhibit 3. It's already in.

MS. VINSON: Yes, sir. I was unaware --

MR. SHISSIAS: So we don't need to re-admit it, do we?

MS. VINSON: No, sir.

MR. SHISSIAS: Okay. Then we can proceed.

MS. VINSON: Okay. B -- okay. I have -- B is the -- the super -- the supervisory letter --

MR. SHISSIAS: Okay.

MS. VINSON: -- which, on -- I don't know whether the

Court still has, dated February the 8th --

MR. SHISSIAS: Okay. This is the letter -- this is the February 8th letter, and it has to do with the surveys on January 3rd and February 3rd. Now, we've had a discussion about this before and the Department's decision to stop sending new referrals and the findings that nobody was there. There wasn't an appeal within 30 days of that, and I mentioned this at the last hearing, okay, and so nothing in that -- nothing about what happened or didn't happen on those two dates is relevant to this hearing.

I did allow you some leeway, when you were questioning -- questioning your witness, but nothing about what happened on the dates when someone was allegedly not there -- that doesn't have anything to do with this case. It's only about the alleged deficiencies that were noted on the 23rd. So I'm -- I'm not going to take that into evidence, okay, because it's not relevant.

MS. VINSON: Well, this here -- it's January the 3rd, and on this letter it has January the 3rd and February the 3rd, and I'm asking the Court -- I know, at the previous hearing, that the Court stated that it wasn't relevant because they did

not do an appeal. However, I didn't -- there is no way in the policy and procedure that you could appeal a new referral.

MR. SHISSIAS: Okay.

MS. VINSON: So, if I didn't have information, as I had, that I could appeal this here, then I would have appealed. There's no way, on the policy or procedure, that I could have appealed.

MR. SHISSIAS: What you're saying is that you were unaware --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- that you had a right to appeal. Unfortunately, you're presumed to be aware of the law and what the law allows, okay, and so that's not relevant.

MS. VINSON: Sir, according to the contract of this law here, it does not have -- it does not state "new referral suspension." It only states "suspension."

MR. SHISSIAS: Ma'am, that may be true, that decision that occurred about the first two -- the first two visits. You may have a point there, but again, there was no appeal within 30 days, and I can't hear it. I don't have jurisdiction to consider it.

MS. VINSON: Okay.

MR. SHISSIAS: Thank you.

MS. VINSON: Yes, sir.

MR. SHISSIAS: Thank you. Please proceed.

MS. VINSON: Okay. So on the deficiency I received on -- let me see --

MR. SHISSIAS: Are you talking about what's been admitted as Respondent's Exhibit 4?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. That's already in the record.

MS. VINSON: That's already in the record. Okay. On -- on those deficiencies, it states that -- let me give you this document. Let me give you one. Let's see.

[THE SELF-EXAMINATION BY MS. VINSON CONTINUES.]

A For instance, on the deficiency, it states that, "The reviewer does not maintain individual participant records," six out of twenty-one not complying. Now, the act occurred with that, because those were the six that she asked for that was terminated and I then shredded, by not knowing that I was supposed to hold those for five years.

The next one says, "The CLT service plan is not in the participant record." This one is not

so. She did not look into these records. These -- they say twenty out of twenty-one. Why -- she did not look into twenty of the records. She only -- she only asked for six. She didn't look in the six that I told her that I didn't have. She never looked into it. Correct.

"The proprietor did not inform participant of his or her right to complain," twenty-one out of twenty-one. The reviewer did not look in 21 -- 21 records. Just as she just got through stating, she just looked -- asked for six. When she did not get the six, the other records were there. She told me she didn't need to look into it. So twenty-one out of twenty-one, she didn't even look at twenty-one out of twenty-one.

"Provider did not give participant written information regarding advance" -- twenty-one out of twenty-one. The reviewer did not look into 21 records.

"All service authorizations for the review period are not in the participant's file," twenty-one out of twenty-one. Again, she did not look into 21 records.

"Records have not contained documentation that CM was notified that services were not

started on authorized dates" -- "stated dates," six out of twenty-one. Those were the same six that she really didn't look in, because I told her I destroyed them.

"Records have not contained daily task sheets per scope of services required," twenty-one out of twenty-one. Again, twenty-one -- she did not look into 21 files.

"Laws reviewed by nurse supervision as specified in the scope of service 90% of the time," twenty-one out of twenty-one. Again, she did not look into 21 files.

"Services are not being delivered consistent with service plan," twenty-one out of twenty-one. Again, she did not look into the files.

"Provider did not notify CM within two days of participant changing," five out of twenty-one.

Q Where did she get the five from?

A I don't know, but, just like I said, the six that I already told her that I didn't -- that was it.

"A backup plan was not used appropriately for this participant," five out of twenty-one. Again, I don't know where that five of twenty-one comes from, because she never looked into those

files.

"Staff review summary; provider does not maintain an individual record for the workers," twelve out of twenty-one. Again, she did not look into the files.

"Any file that does not contain assurance that the" -- "meets minimum requirements" -- again, she did not look into the files.

MR. SHISSIAS: Let me stop you there. So you are contending that, with regard to the service reviews, that she only asked for six?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay, and now for staff, how many are you contending she asked for?

MS. VINSON: Six.

MR. SHISSIAS: She only -- you're saying she only -- you're saying she only asked for six?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. There's no need to go through all the staff reviews. The summary of your testimony is that she only asked for six?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Now, you -- any contentions on the universal review summary part of it?

MS. VINSON: Yes. The universal --

MR. SHISSIAS: About how many of those files requested --

MS. VINSON: The same thing; the six. She never -- after that, she did not look into any more files.

MR. SHISSIAS: Okay. All right. I understand you're saying that she did not look at 21 files, that she only looked at six. All right. I understand your testimony.

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. Proceed. Proceed with the rest of your case.

MS. VINSON: Okay.

[THE SELF-EXAMINATION BY MS. VINSON CONTINUES.]

A And then, on the back -- on the back, you will see provider's signature. "My signature below verifies that a review was conducted on 2/20/2017, and I have been given a copy of this review." That's not my signature there.

Miss Carolyn just stated earlier that she used her computer, so therefore she did not even have her computer on that day to count and do that review. However, if she did, I would have signed, but I surely wouldn't sign that she looked into twenty-one of the files, so that's why my signature is not there.

MR. SHISSIAS: All right. I understand.

A Also, the correct plan of action --

MR. SHISSIAS: All right. The corrective plan of action has been admitted as Petitioner's Exhibit 6.

MS. VINSON: Miss Carolyn, do you have one, "correct plan of action" -- thank you. As stated -- as stated in policy and procedure, that -- and on letter -- did you already see -- accepting these letters, so --

MR. SHISSIAS: This has already been admitted as exhibits.

MS. VINSON: Okay.

MR. SHISSIAS: Exhibit 6.

MS. VINSON: Okay.

[THE SELF-EXAMINATION BY MS. VINSON CONTINUES.]

Q So, as stated in the policy, that the correct plan of action, which was never sent to me to do a correct plan of action -- she sanctioned me -- a correct plan of action --

MR. SHISSIAS: Okay. Let's stop you there. I understand your argument --

MS. VINSON: Yes, sir.

MR. SHISSIAS: -- that you believe that the sanction, the Department sanction against you, were -- the

alleged noncompliance that occurred on that day was a plan of correction.

MS. VINSON: Yes.

MR. SHISSIAS: Okay. I understand that you believe that. All right? There's testimony in the record from Ms. Carter that that was not the sanction, okay, that -- that they always require a plan of correction. Okay? I want -- I mean, I want you to understand that, okay, that that's the testimony of the Department. You're saying that the only penalty that was taken against you was that you were required to fix it. That's not the testimony I have on the record from the Department. Okay?

MS. VINSON: Yes.

MR. SHISSIAS: Okay. Go ahead. Proceed.

[THE SELF-EXAMINATION BY MS. VINSON CONTINUES.]

Q But according -- okay -- but according to the policy and procedure and the contract on page -- let's see -- I have the -- according to the -- the sanction is -- I think we have -- the sanction -- they give you the scores and how they came up with the sanction, and, as it states that, to come up with the sanction does -- I was not given -- I earlier stated that I was not

given the proper training from the field representative that was supposed to come out, according to the policy.

The sanction is -- like the third -- the history of reviews and the current -- it's stated that the history of reviews -- when they come out, the first review -- this was just my first review. So there was no history, and the policy stated that they would take the history of the two reviews and the current review, and that's how it gets graded, the percentage gets graded.

If the history of -- if the history review were like 50 and the current review is 120, they take that history and current and put it in the computer, and that's how we come up with my deficiencies, and that's how they come up with the sanction score.

However, I'm stating that I had no history of reviews, because February the 20th was my first review, and, according to policy and procedure, "After enrollment, reviews are made to provider periodically and upon request. The procedure of each visit is to coordinate information concerning the Medicaid program and provide technical assistance as required, when compliance

reviews are completed 90 days after the initial service."

So therefore I did -- I did not have announced -- the announced review -- they did not give me an announced review; they only gave me the unannounced, which is the initial -- after that initial 90 days, which Miss Carolyn did on February the 20th. So Jeanette's Loving Care is stating that I did not receive the due process of the compliance -- of the compliance and the compliance reviews, as stated in the policy and procedure, which is after enrollment. That's when it starts, after enrollment.

Jeanette's Loving Care got enrolled -- let's see -- were enrolled -- got enrolled on May the 20th. May the 20th, I got enrolled. According to the policy, on May the 20th -- May the 20th is when I received notification from the provider enrollment that my application had been processed from Mister Tony, from the Department head. This application -- this notice gives me, according to the procedure -- according to the procedure, this is my invitation to enter into the pre-constructual meeting, which I went to on June the 2nd. During that pre-constructural meeting, at

the orientation, the policy and procedure were not given. So therefore --

MR. SHISSIAS: Do you want this letter --

MS. VINSON: Yes.

MR. SHISSIAS: -- admitted as an exhibit?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Any objection? No objection? All right. This is admitted as Petitioner's Exhibit 5, a May 20th, 2016 letter pertaining to the pre-contractual meeting.

[THE SELF-EXAMINATION BY MS. VINSON CONTINUES.]

A Okay. So, on May the 20th, I received my notification. You have that. May the 2nd, I attend my mandatory pre-constructural meeting. That meeting -- there, I was not a new provider. I was a participant -- you know, it was for prospective providers. If I had known -- if I was given the policy and procedure, all the work that comes with it, you know, I may have not agreed to the contract, and therefore I did not get due process.

The only thing I got is -- they gave -- the only thing I received from the orientation that they gave was catered to new providers. There was nothing on orientation with this exhibit on

the PowerPoint that stated the procedure and policy, which, according to the Medicaid manual, the procedure and the policy is the guideline and the requirements that keep the providers on the right track, but, without me getting the policy and procedure, I didn't know, so -- and after -- and according -- so therefore that's why I'm here, saying that, due to the failure of the Department not following their written procedure, is why Jeanette's Loving Care got terminated.

So Jeanette's Loving Care did not breach the contract, whereas the Department breached, because they failed to supply or give me the most vital information that I needed and the service, according to the procedure, the -- the -- the field representative to come out and help me along the way, to show me how it worked.

For instance, I need -- I feel -- I feel real distraught about this, because this is my livelihood and this is my life. This is my passion, especially certain -- the people --

MS. VINSON: I want to put this in as an exhibit. These are surveys from the clients that I have served, which I feel that it goes with it, because, on the deficiency, it states that

Jeanette's Loving Care did not service the clients. Jeanette's Loving Care did not have all the clients' proper paper in. These are information from the clients themselves, and I would like to see if I could have this --

MR. SHISSIAS: Hand up a copy to Ms. Carter. Okay. Do you have any -- do you object to these being admitted as exhibits?

MS. CARTER: I do.

MR. SHISSIAS: Okay. Let's hear your objection.

MS. CARTER: The reason being, the termination was initiated April of 2017. These are dated after the termination. In our opinion, it's a HIPAA violation for a former provider to contact clients following a termination. They should not be -- she should not be contacting clients at all after she's been terminated from providing their services.

Second, it does not address the documentation, which is what we review. We don't do client satisfaction surveys in our -- in our role.

MR. SHISSIAS: All right. I -- I have no comment on the HIPAA -- alleged HIPAA violation, but these documents postdate your termination, and she's

saying that they have nothing with the reason you were terminated, which was because of other record-keeping violations. I find that they're not relevant to this discussion. They're not relevant to the decision that Ms. Carter made in this case.

MS. VINSON: Well, if they're not relevant, could I get my copies back?

MS. CARTER: Yes.

MS. VINSON: Thank you. If you look -- all of these were after termination.

MR. SHISSIAS: Were all of them after the termination?

MS. CARTER: The letters? It appears that they were received after the termination. Some of them weren't dated. Those questionnaires, I didn't see a date on those --

MR. SHISSIAS: Well, if they're not dated, then I -- I can't figure out the date upon which -- and again, I'm not changing -- I'm not changing my ruling on this. I don't believe that they are relevant to the decision Ms. Carter made. Please proceed.

MS. VINSON: Okay. For the record -- I want to make note for the record, Jeanette's Loving Care did not breach the contract with the Department. My

conclusion -- Jeanette's Loving Care did not breach the contract with SCDHHS.

However, SCDHHS's failure to provide and follow written procedure, policy and procedure under section two of the provider manual, which contract with Jeanette's Loving Care, therefore resulting in Jeanette's Loving Care involuntary termination.

I'm asking this Court to please look into what I'm saying, because I would never -- I would never -- I would never go and break the law, because I'm a part of the law myself. I'm out here to serve people, to help, and to -- I'm an officer of the law as well, but I would like the Court to put in the record that I was not given the proper procedure to work with.

So therefore I need to be -- Jeanette's Loving Care needs to be reinstated under contract, and reinstated as previous -- as a previous new provider, to get the -- to get the same previous things that are stated in the contract that she should have gotten, that the new -- the compliance review period fine or assistance -- or technical assistance.

MR. SHISSIAS: Okay. All right. Anything else? Any

other testimony?

MS. VINSON: Can I call Ms. Carter?

MR. SHISSIAS: You -- you've had a chance to cross-examine Ms. Carter, I believe --

MS. CARTER: Yes.

MR. SHISSIAS: -- and I will allow you some leeway later on, but now, at this point, it's Ms. Carter's turn to cross-examine you.

MS. VINSON: Okay.

MS. CARTER: Okay.

CROSS-EXAMINATION OF MS. VINSON

BY MS. CARTER:

Q Ms. Vinson, you stated that Ms. Lockard only reviewed -- asked for six records, or are you saying that she asked for twenty-one?

A She asked -- she had -- she had twenty-one on her list. She asked me for six. She -- she asked me for six out of this twenty-one. She said, "Give me the first six of the twenty-one." She was saying -- I went in the files. I got the first six. I pulled all of the twenty-one and set them on top of the file.

When she asked for the first six, I said, "Oh, they are terminated. I don't have them." She asked for the first six of the clients. I

said, "Oh, those are terminated as well. We don't have them." I said, "Do you want another file?"

She said, "No. Forget it, because you already have six out of" -- that I terminated, "You don't have it, so I don't need to see it," and she went on to the next stack, which was asking me for a copy.

Q Okay. So the six that you are referring to, is that in addition to the twenty-one, or is that a part of the twenty-one?

A It's a part of the twenty-one.

MS. CARTER: I just wanted to clarify that. That's all I wanted to clarify.

MR. SHISSIAS: Okay, and I don't have any questions for this witness. However, I am -- I am concerned about the question about the six versus twenty-one. Would you like to go ahead and recall Ms. Lockard?

MS. CARTER: Yes.

MR. SHISSIAS: Okay, because I would like to hear about this dispute. Ms. Lockard, you are already under oath. Let's go -- let's go ahead and recall you and do some direct.

MS. LOCKARD: All right.

EXAMINATION OF MS. LOCKARD

BY MS. CARTER:

Q So, Carolyn, the provider is contending that you asked for the 21 records initially, but she's testifying that, when she told you that the six were terminated, that she no longer had them in her possession, that you did not review the remaining records. Is that the case?

A No, ma'am. I reviewed the records that she had, that she gave me. I couldn't review the six that she did not have. However, I answered questions about them, but I did not have the file. So therefore the nurse didn't sign; the provider questions were not checked. She had no documentation.

Q And that's for the six, or is that for all, as far as a combination?

A The six --

Q You could not review --

A -- there was no file. The other ones I answered the questions --

Q Are you saying --

A -- in the records.

Q I'm sorry. On site at her office?

A At her office. Yes, ma'am.

MR. SHISSIAS: All right. If you have nothing further, I -- I will let you cross-examine her about this one issue, all right, because you've already had a chance to cross-examine her once. All right?

MS. VINSON: Okay.

CROSS-EXAMINATION OF MS. LOCKARD

BY MS. VINSON:

Q Ms. Lockard --

A Yes.

Q -- do you remember when I had all the files on top of the --

A I didn't get all the files.

Q -- and you sat down? You said can you sit down, and I told you, "Yes, ma'am," that you could sit in my chair, and I was up there, and I was handing you -- and that's when you said you did not look -- do you have -- that's what I'm saying. That's what I was asking. Do you have any documentation that states I did not -- that you did not -- that you looked into -- my question is this. How -- okay. My question is, twenty-one out of twenty-one of my workers did not have their PPD.

Ms. Lockard, you are a mandated reporter; I

am a mandated reporter. How in the world, if you look at twenty-one files and see that the workers did not have PPD or background checks, why -- how in the world they did not -- I did not get stopped -- because, why I was allowed to use these workers pretty much on serving these clients, and they didn't have their PPDs and their background checks.

A That's why I reported to Ms. Carter. I'm not the one that stops you. I have no authority to stop you. I just answer the questions.

Q Yes, ma'am, but you do have -- well, as a mandated reporter -- as a mandated reporter, according to DHEC, it should have been stopped. I should have been shut down. The reason why I was not shut down because, Miss Carol, you did not look into those files.

A I looked into those files. I answered the questions. I turned my report in by computer to Ms. Carter, who in turn terminated you, which means you were shut down because of the report.

Q Okay. I was not shut down. I was allowed to work four months after it. I did not terminate -- the terminating letter came -- I was supposed to get terminated on the 21st. However, even by

the terminating letter, I was still allowed to work until the 25th.

February -- you've got February, you've got March, February, March, April, May. You've got a whole four months. You mean to tell me these aids are going into the clients' home without the PPD tests or criminal background checks? The reason why it can't be so is because you didn't look in the files.

MR. SHISSIAS: Do you have any other -- you've presented all your testimony, and you've had a couple of chances to cross-examine the witness. Do you have anything further?

MS. VINSON: Yes, sir.

MR. SHISSIAS: What do you have?

MS. VINSON: I would like to put in an exhibit, that -- this here is documents that -- all the documents that the nurses -- the girls had -- my workers had training. I didn't know which ones I was allowed to bring, but these are in-home training.

MR. SHISSIAS: Do you have a copy I can give her?

MS. VINSON: Yes, sir.

MR. SHISSIAS: I'll hand Ms. Carter the copy you've given me, to take a look at. Do you have any

objection to it being admitted?

MS. CARTER: I only object to this because I don't even see where this was a deficiency, one, and this one also, I believe.

MR. SHISSIAS: All right. Okay. So which alleged deficiency does this training document pertain to? I want you to show me, in Exhibit Respondent's 4, which one it pertains to. It's in the staff review section --

MS. VINSON: Right here. It says filed in document 10, "documentation of competency evaluation."

MR. SHISSIAS: "Competency" --

MS. VINSON: That's -- that's where that -- yes.

MR. SHISSIAS: -- "evaluation."

MS. VINSON: Yes. That's --

MS. CARTER: This is not a competency evaluation form.

MS. VINSON: Yes, but, when you go on and read, it says that we could do in-home training with our RN nurse, but the Department said that they have to be on a competency -- on CLT competency, which is this here, "competency evaluation." It's the same training -- handling documentation. It's the same training, but it's just not on CLT competency -- competency evaluation form.

MS. CARTER: This appears to be an in-service training

sign-in sheet. The competency evaluation is required prior to someone providing services. The nurses are required to do this competency evaluation to ensure that the worker is competent to do the work that they are going to need to do in the home.

This looks like a class sheet with several people signed in, that's taking a course, which goes to our in-service training requirements. They're required to have ten hours of in-service annually. There is no deficiency for the in-service.

MR. SHISSIAS: There's no deficiency --

MS. CARTER: In the deficiency for the competency, it says "1921, denied this document in the record," but --

MS. VINSON: But they did have this document in the record, because she didn't look in the record. There's the document there.

MR. SHISSIAS: All right. This document concerning training on abuse and neglect, I don't -- I don't see where it speaks --

MS. VINSON: Not only that, it's more than one training. If you go, you'll see the client's right. In the contract, it has "Alzheimer's,

dementia;" it has "autism," the same thing as this has.

MS. CARTER: No. It doesn't have --

MS. VINSON: According to the contract, an RN nurse can do it, but just not on their document. If you look at this here, it says "basic infection control procedure, Alzheimer's." It has "trans" -- "transportation," the same thing, training on this different thing.

MS. CARTER: Can I clarify one more time? The competency evaluation will be between the nurse and one employee, that new employee. That form right there, the competency, that would be the nurse and that employee, one on one. The nurse evaluates their competence to perform those activities. This form is signed by several people, meaning that several people are in attendance at this training, which is an in-service training, which is different, so no --

MS. VINSON: "In-service training" means we do it inside our house or inside our office.

MS. CARTER: That's not what that means. I'm sorry.

MS. VINSON: We had attained -- we just had -- we had attained at one time, doing the nurse one on one. It's the same. It's in the contract. It's the

same thing.

MR. SHISSIAS: All right. Okay. So you're saying that these documents refute the -- the allegation that the file does not contain documentation of competency evaluation?

MS. VINSON: Yes, sir.

MR. SHISSIAS: Okay. I'm inclined to admit it, and I will give it what weight I judge appropriate. It's admitted. I understand you're objecting. It's admitted, over your objection, as Petitioner's Exhibit 6.

MS. VINSON: I have one more question --

MR. SHISSIAS: Yes, ma'am.

MS. VINSON: -- for Ms. Carter.

MR. SHISSIAS: All right.

[THE EXAMINATION OF MS. CARTER BY MS. VINCENT CONTINUES.]

Q It has "review range" -- because we discussed this on the previous meeting, and --

MR. SHISSIAS: I gave you an opportunity -- what do you want -- what do you want to ask --

MS. VINSON: Well, I just found -- read the policy and procedure, how to get the review range, and, in section 1 and 2, how the review range comes about is, we use the Phoenix -- as Ms. Carter said

earlier, we use the Phoenix to go in and whatever we put in, the range, that's what comes out. Again, the range -- the review range is from 5/1/2016. As you can see, I just turned in my enrollment. Provider enrollment wasn't until -- the acceptance letter wasn't until May 20th, 2016, so how could my review be read from 5/1, and also --

MR. SHISSIAS: All right. I understand your point about the dates, and I have noted it.

MS. VINSON: Yes, sir, and also, in the procedure, it's stated that the range normally is a year, like a year. Now, this range here, it would put me at a year, but my first client -- I did not serve my initial client until August, so ain't no way they could put this in and get this range, because --

MR. SHISSIAS: I understand. I understand your objection. I've made a note about your allegation about the range.

MS. VINSON: And also Ms. Carter stated at the last hearing that the Power -- can I bring that back up? The PowerPoint --

MR. SHISSIAS: You're still testifying. That's fine.

MS. VINSON: The PowerPoint that were used, that was

submitted, was the very same PowerPoint that were used --

MR. SHISSIAS: Ma'am, I believe I recall the testimony about the PowerPoint, that there were some changes to it and that you objected to it, and that you had a different recollection of what was in the PowerPoint. I have that in my notes.

MS. VINSON: Right, and the Court asked her -- the Court asked her again if that's the very same PowerPoint, which she said "yes," but, on her e-mail, I think the e-mail, the letter -- it stated -- she stated that I requested for the same PowerPoint that was used on the 6th and 7th. She stated on that e-mail, "We don't have the same PowerPoint that was used on the 6th and 7th."

However, in the last meeting, when the Court asked her if this was the very same PowerPoint or anything updated, she said, "The very same PowerPoint, and no, nothing was updated."

MR. SHISSIAS: Anything else, ma'am?

MS. VINSON: No, sir. That's it.

MR. SHISSIAS: Okay. Normally, I allow parties to present closing arguments, but you've already presented a closing argument during your testimony. Anything further from Respondent?

MS. CARTER: I don't have anything further.

MR. SHISSIAS: Okay. All right. I think the parties for their time. I will notify the parties in writing of my decision in this matter. This hearing is adjourned.

[WHEREUPON, THE HEARING WAS ADJOURNED.]

STATE OF SOUTH CAROLINA)
) CERTIFICATE
COUNTY OF RICHLAND)

BE IT KNOWN THAT I, JAMES SCOTT, SUPERVISED THE FOREGOING TRANSCRIPTION OF THIS HEARING:

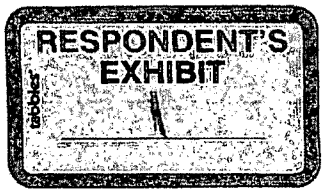
THAT THE FOREGOING TRANSCRIPT OF 55 TYPEWRITTEN PAGES REPRESENTS A TRUE AND COMPLETE TRANSCRIPTION OF THE HEARING SO CONDUCTED TO THE BEST OF OUR SKILLS AND ABILITIES;

THAT NEITHER I NOR ANY EMPLOYEE/CONTRACTOR OF COLUMBIA REPORTING IS RELATED TO NOR AN EMPLOYEE OF ANY OF THE PARTIES HERETO, NOR A RELATIVE OR EMPLOYEE OF ANY ATTORNEY OR COUNSEL EMPLOYED BY THE PARTIES HERETO, NOR INTERESTED IN THE OUTCOME OF ANY ASSOCIATED ACTION;

WITNESS MY HAND AND SEAL THIS 10th DAY OF JANUARY, 2018.

JAMES SCOTT
PRESIDENT, CRS
NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES APRIL 2nd, 2023.

COLUMBIA REPORTING SERVICE
P.O. BOX 50776
COLUMBIA, SOUTH CAROLINA 29520-0776
(803) 530-0619 / 0877 / conarco@aol.com



Community Long Term Care
Pre-Contractual Meeting – June 2, 2016
Sign-In Sheet

Attendee's Name	Company Name and City	Signature
Jeanette Vinson	Jeanette's Living Care	Jeanette Vin
Rebecca V. Eason	Jeanette's Living Care	Rebecca V. Ea

R198
~~R0186~~

South Carolina Department of Health & Human Services

Provider Orientation

Debora Carter
Tony Matthews
SC Department of Health & Human Services

Introduction

- Welcome!
- Introductions

R199

~~R0187~~

Agenda

- Purpose of Orientation
- Contracting Process/Licensing
- Scopes
- Compliance
- Solicitation and Marketing
- Confidentiality
- Care Call and Phoenix
- DDSN Billing

Why are we having this orientation?

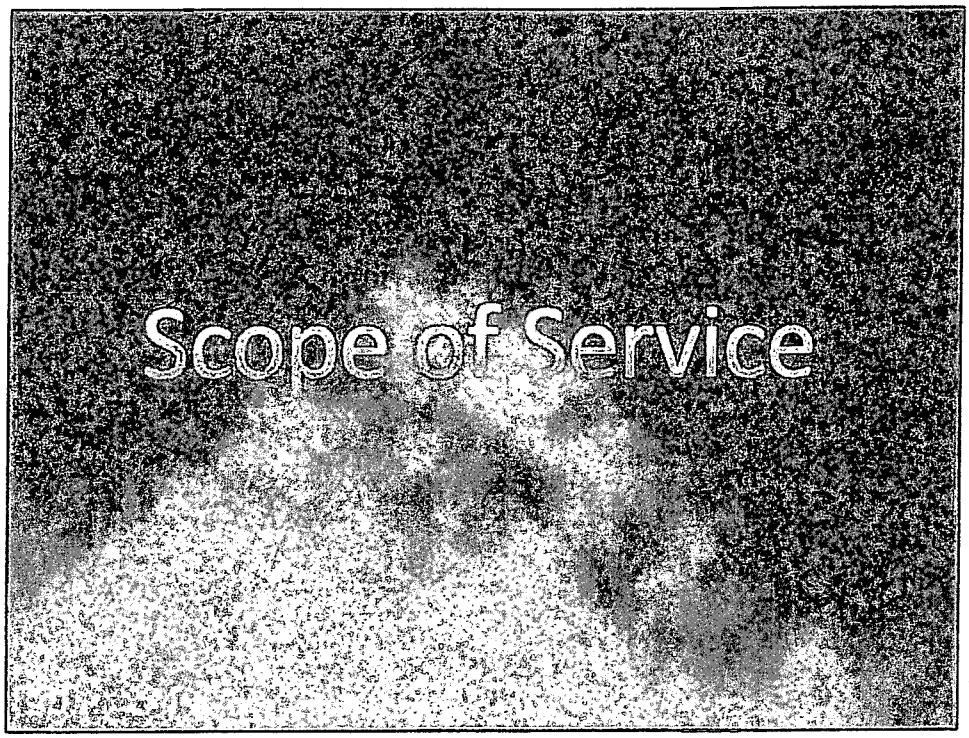
- We would like for new providers to have all of the information needed to start their business on the right track
- To give potential providers information regarding CLTC guidelines and requirements
- To stress the importance of following guidelines
- Trend of new providers receiving sanctions based on lack of understanding what is required

Contracting Process

- Contract request will be sent to the Contracts Division following this meeting
- Contracts Division will send a contract to you for a signature
- Contracts Division notifies CLTC of receipt of signed contract and pertinent forms

Contract Process cont'd

- Contracts are finalized in approximately 3-4 weeks
- Provider information and ID# will be placed in our resource directory when the contract is finalized
- Appropriate area offices and DDSN are notified of new provider information



Scope of Services

- There are scopes for all provider types with specific guidelines based on the type of service
- Scopes of Service (scopes) can be found in section 6 of the CLTC provider manual at www.scdhhs.gov
- The scope defines the providers conduct of service

R202

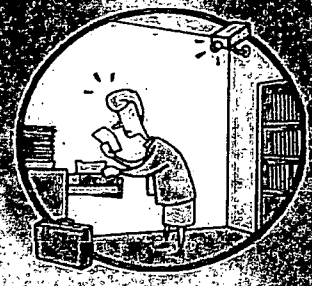
~~R0190~~

Scope Requirements

- Scope requirements include:
  - Staffing requirements
  - Administrative Requirements
  - Service Requirements

Provider Compliance

- Provider Compliance is used to ensure that providers are meeting Scope of Service requirements



Provider Compliance cont'd...

- CLTC conducts on-site reviews of all providers
- Reviews are conducted during normal working hours, and are unannounced
- They include administrative, staff and service components

Provider Compliance cont'd...

- Administrative review includes:
  - Verification of current Liability and Workers Compensation Insurance coverage (if required per State law)
  - Verification of posted Business Hours
  - Review of Organizational Chart (with names)
  - Ensure records are kept in a secure environment
  - Review of company's Service Backup Plan
  - Verification of current In-Home Care License

Provider Compliance cont'd...

- Service Backup Plan
  - Formalized plan for providing services when the primary worker is unavailable include:
    - Policy for the worker to notify agency when he/she is not able to provide authorized services to waiver participant
    - Plans for all areas of coverage
    - Method for notifying participant when backup plan is needed
    - Means of notifying case manager in the event that the backup plan fails

Provider Compliance cont'd...

- Service review includes:
  - Reviews records of participants in sample
    - Service authorization(s) and service plans
    - Task sheets
      - Included in the individual's record no more than 30 days after service date
      - Documentation of any change in the participant's condition
      - Service started on authorized start date
      - DDSN Waiver participants task sheets must be initialed daily & signed weekly
    - Supervisory review of task sheets bi-weekly (for Nursing & Personal Care Services)

Provider Compliance cont'd....

- Nurse Supervisory Visits for Personal Care II
  - Supervisory visits must be made before start of service, within 30 days after the start of service, and every four (4) months thereafter
  - ongoing visits must be made by the end of the fourth month following the prior visit
  - All visits must be documented on-site using the Care Call IVR and in the participant record
  - One of the three annual visits must be made when the worker is in the home

Provider Compliance cont'd....

- Staff review includes:
  - Reviews records of staff in sample
    - Employment application
    - Competency evaluation for aides (PC2)
    - State Background check

Provider Compliance cont'd...

- In-service training
  - documentation to verify annual requirement being met (10 hours calendar year for PC2 see Scope of Service for in-service requirements for other services)
- Current licensure for nurse
  - documentation of experience (for Nursing services only)

Provider Compliance cont'd...

- Nursing Service Requirements include:
  - Physician's Orders – obtained prior to beginning services and every 90 days during duration of the authorization period (90 day orders must specify the from and to certification period)
  - Physician's orders must be very specific to the treatments the nurse will provide for the participant and include medications (see form CMS-485 included in your packet)

Provider Compliance Cont'd...

- Supervision for nursing services must be conducted by an RN
- Supervision must be conducted at least every 90 days for LPN services and every 180 days for RN services (more often if necessary)
- The supervisor must complete the initial assessment and develop a plan of care prior to the start of services

Provider Compliance Cont'd...

- Nurses providing services to pediatric participants must:
  - Have at least one year of clinical pediatric nursing experience
  - Have additional training in caring for participants with tracheostomy, mechanical ventilator, gastric or jejeunostomy tubes and indwelling catheters

All nurses must have at least one year of experience in public health, hospital or long term care nursing

Provider Compliance cont'd...

- Following the Compliance review you will receive a summary report of the identified deficiencies.
- Minor deficiencies are handled by completing an approved corrective action plan.
- More major deficiencies will result in suspension of new referrals for a period of time.
- Very serious deficiencies or a history of substandard reviews may result in termination.

Provider Compliance cont'd...

- Compliance reviews will receive a score based on identified deficiencies. This process was developed to ensure equitable reviews and so providers would know what to expect when they are reviewed. Sanctions are imposed based on the review score.

Provider Compliance cont'd...

- Provider compliance also deals with various complaints against providers, aides, participants, etc.....
- Some of the types of complaints we receive include:
  - Improper treatment of participant by an aide (verbal or physical)

Provider Compliance cont'd...

- Inappropriate interaction between the participant and the personal care aide
- Participant refuses to allow provider access to their home to render services
- Allegations of theft by personal care aide
- Allegations of personal care aide not doing job appropriately ie; sleeping, talking on personal cell phone, watching TV, etc.

Provider Compliance cont'd...

- CLTC has the right to conduct a review at any time and may conduct a special review based upon complaints or provider conduct

Service Authorizations

- All services are prior authorized
- CLTC case managers and DDSN service coordinators are trained to assess participants needs and authorize services based on identified needs
- When needs are identified, participants are given a list of providers in the area to choose whom they would like to provide their services
- Participants/family members are encouraged to call providers on the list so they can make an informed choice

Service Authorizations

- Once a participant or family member chooses a provider, the provider will receive an email notification of the referral (a phone call for DDSN participants)
- If the provider accepts the referral, a start date will be agreed upon and the authorization notification will be sent by email to the provider (via fax for DDSN participants)

Service Authorizations

- If the provider cannot accept the referral, the participants second choice of provider is notified in the same manner
- Providers should not begin services if they don't have the authorization in hand
- Participants/family members are the only ones who can choose the provider, no influence can be given by a potential provider or case manager
- Authorizations are issued based solely on

R212

~~R0200~~

Service Authorizations

- Since authorizations are based on participant choice, there is no guarantee you will receive authorizations
- Providers are encouraged to seek other sources to receive clients such as private pay, etc.

Solicitation and Marketing

- The provider shall not market directly to potential or current Medicaid Waiver participants (including direct mail advertising, door to door, telephonic, or other "cold-call" marketing).
- Cold-call marketing means any unsolicited personal contact by the Provider with a potential or current Medicaid Waiver participant for the purpose of marketing as defined in this section.

Solicitation and Marketing cont'd

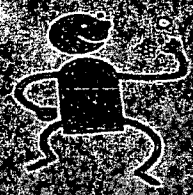
Marketing means any communication from the Provider to a potential or current participant than can reasonably be interpreted as intended to influence the participant to choose to receive services from the Provider or to not receive services from another Provider.

Confidentiality

- Provider Requirements:
- All providers must abide by Medicaid and HIPAA confidentiality requirements.
- Confidential information should not be shared except as needed for providing care to Medicaid recipients.

SC Care Call System

- Documents service delivery



South Carolina Care Call

What is Care Call?

- In-home workers call a toll free number to check in and out
- Supervisors make one call to document supervisory visits
- This electronic visit verification(EVV) system uses these calls to document service delivery to include length of stay and services provided
- This is compared to service authorizations

R215

~~R0203~~

Purpose of Care Call

- ADHC and Meals providers document services on the Phoenix website
- Information is taken from South Carolina's Phoenix System and pushed to Care Call on a nightly basis
- This includes the consumer's Medicaid number, phone number (s) and details of authorized services
- It also includes information about service providers and their employees
- Workers are prompted to key in a worker ID which identifies them and the provider agency

Purpose of Care Call cont'd

- The check-in and check-out documents the length of stay and the services provided
- This creates a record of the visit which includes the authorized time for that day or week

Purpose of Care Call cont'd

- A claim is recorded which will bill up to the authorized time or units
- This is automatically submitted to MMIS six (6) days a week for payment on a weekly basis

What Providers Must Do

- Train new workers in using Care Call
- Work with CLTC to resolve problems

Provider Benefits

- Automated payroll system (for CLTC Participants only)
- Automatic billing to Medicaid – quicker reimbursement with fewer errors

Training

- Care Call Training Line offers training for personal care providers

R 2/8

~~R0206~~

Phoenix

- System implemented in 2010 as CLTC's comprehensive web based case management system
- All referrals/authorizations sent to providers will be electronic, via e-mail and the web
- If you do not have e-mail you will not receive email notification of referrals and authorizations from CLTC

Phoenix

- Ability to monitor worker activity in real time through the web-based reports
- Ability to use reports to schedule worker activity

R219

~~R0207~~

Who will use Phoenix?

- In-home Care Providers
- PERS Providers
- Adult Day Health Care Providers
- Home Delivered Meals Providers
- Bathroom Safety Providers
- Pest Control Providers
- Medical Supplies Providers
- Tele-monitoring Providers
- Nursing Providers
- Case Management Providers
- **All providers utilize Phoenix except Respite providers**

Phoenix Requirements

- Providers must have
  - A computer
  - Internet Access (preferably broadband)
  - At least one email address

Phoenix

Provider Choice Lists

- Provider choice lists will be generated randomly for each participant each time a service choice list is required

Referral/Authorization Process

- Case managers and nurses will
  - Electronically make referrals to providers for services
  - Electronically receive a response to a referral
  - Electronically send authorizations, terminations, and service plan to providers, via the web

Referral/Authorization Process cont'd

- Referrals must be accepted within two working days. If not accepted within two days, the system will automatically send the referral to the participant's next provider of choice.

phoenix

Care Call and Phoenix

- Quarterly trainings are available for Care Call and Phoenix
- Additional information about how to register will be sent via email prior to the training

phoenix

DDSN Billing

- Providers may receive referrals and authorizations from Department of Disabilities and Special Needs (DDSN) and Community Long Term Care (CLTC)
- As indicated in the Care Call section, CLTC claims are automatically billed through the Care Call system
- DDSN claims will have to be billed by the provider

DDSN Billing cont'd

- Providers can bill for DDSN services by one of the following methods:
- CMS 1500 form
- Web Tool
- Additional information regarding these billing methods can be found in the CLTC provider manual which is on the scdhhs.gov website

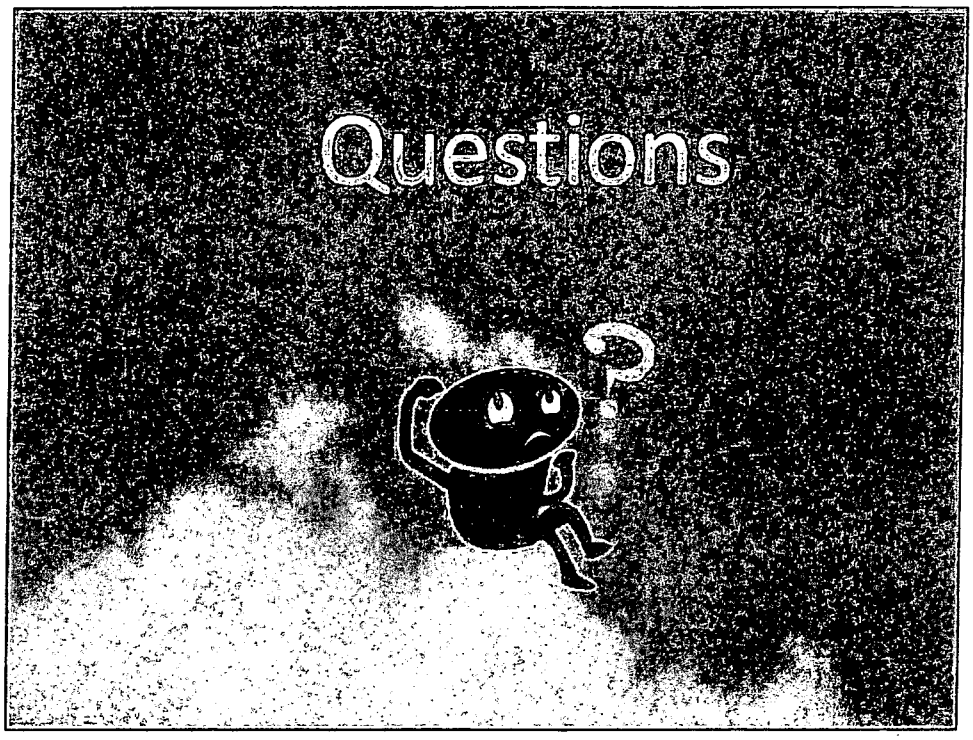
CLTC Contact Information

If you have questions we can be reached by email below:

- For provider and policy issues, send your e-mails to provider-distribution@scdhhs.gov
- For Care Call issues, send to Carecall-distribution@scdhhs.gov
- For Phoenix issues, use the Report a Problem link in Phoenix website

CLTC Contact Information cont'd

- Phone Numbers
  - CLTC Central Office
    - Tony Matthews 803-898-2712
    - Debora Carter 803-898-2612


Questions

CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

JEANETTE'S LOVING CARE IN-HOME CARE AGENCY

FOR THE PURCHASE AND PROVISION OF

MEDICAID HOME AND COMMUNITY-BASED WAIVER SERVICES:

PERSONAL CARE I SERVICES, PERSONAL CARE II SERVICES, HASCI ATTENDANT CARE SERVICES, HASCI RESPITE SERVICES, COMPANION SERVICES AND MCC RESPITE SERVICES

DATED AS OF

JUNE 24, 2016

C 7 5991 C

INDEX

		Page
RECITALS		1
ARTICLE I	CONTRACT PERIOD	2
ARTICLE II	DEFINITION OF TERMS AND ACRONYMS	2
ARTICLE III	SCOPE OF SERVICES	4
ARTICLE IV	MEDICAID HOME AND COMMUNITY-BASED WAIVER SERVICES	5
ARTICLE V	CONDITIONS FOR REIMBURSEMENT BY SCDHHS A. Unit Rate(s) B. Payment in Full C. Similar Service Rates D. Third Party Liability E. Conformity to Policies and Procedures F. Public Funds as the State Share of Federal Financial Participation G. Donations	5
ARTICLE VI	RECORDS AND AUDITS A. Accuracy of Data and Reports 1. Maintenance of Records 2. Inspection of Records B. Audits 1. Notice of Exceptions and Disallowances 2. Disallowances - Appeals 3. Disallowed Sums, Set-off 4. Interest Provision C. Ownership Information D. Information Related to Business Transactions	7
ARTICLE VII	TERMINATION OF CONTRACT A. Termination for Lack of Funds B. Termination for Noncompliance with the Drug Free Workplace Acts C. Termination for Breach of Contract D. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions E. Insolvency	10

F. Contravention for Collection of Payments or Non-Disclosure
G. Termination for Loss of Licensure or Certification
H. Termination for Unauthorized Use of Staff Leasing Services Companies
I. Termination for Being Excluded from the Medicaid Program
J. Termination by Provider
K. Notice of Termination
L. Placement of Medicaid Home and Community-Based Waiver Participant After Notice of Termination

ARTICLE VIII APPEALS PROCEDURES 12

ARTICLE IX COVENANTS AND CONDITIONS 12
A. Applicable Laws and Regulations
1. Clean Air Act
2. Title VI of Civil Rights Act
3. Title VII of Civil Rights Act
4. Section 504 of Rehabilitation Act
5. Age Discrimination Act
6. Omnibus Budget Reconciliation Act
7. Americans with Disabilities Act
8. Drug Free Workplace Acts
9. Solid Waste Disposal Act
10. Iran Divestment Act
B. Employees of Provider
C. Information of Persons Convicted of Crimes
D. Insurance
E. Proof of Insurance
F. Safeguarding Information
G. Political Activity
H. Restrictions on Lobbying
I. Debarment/Suspension/Exclusion
J. Reporting of Fraudulent Activity
K. Integration
L. Governing Law
M. Severability
N. Non-Waiver of Breach
O. Non-Waiver of Rights
P. Non-Assignability
Q. Legal Services
R. Venue of Actions
S. Attorney's Fees
T. Amendment
U. Amendment Due to the Unavailability of Funds
V. Extension

W. Subcontracts
X. Staff Leasing Services Companies
Y. Copyrights
Z. Safety Precautions
AA. Procurement Code
BB. Titles
CC. Equipment
DD. Involuntary Termination and Involuntary Withdrawal
EE. Reporting Abuse, Neglect, or Exploitation
FF. Marketing
GG. Gratuities
HH. National Provider Identifier
II. Employee Education About False Claims Recovery
JJ. Indemnification –Third Party Claims
KK. Provider Responsibility
LL. Counterparts
MM. Incorporation of Schedules/Appendices

TESTIMONIUM 22

APPENDIX A Rates

R230

~~R0218~~

CONTRACT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES

AND

JEANETTE'S LOVING CARE IN-HOME CARE AGENCY

FOR THE PURCHASE AND PROVISION OF MEDICAID HOME AND COMMUNITY-BASED WAIVER SERVICES: PERSONAL CARE I SERVICES, PERSONAL CARE II SERVICES, HASCI ATTENDANT CARE SERVICES, HASCI RESPITE SERVICES, COMPANION SERVICES AND MCC RESPITE SERVICES

This Contract is entered into as of the twenty-fourth day of June 2016, by and between the South Carolina Department of Health and Human Services, 1801 Main Street, Post Office Box 8206, Columbia, South Carolina, 29202-8206, hereinafter referred to as "SCDHHS" and Jeanette's Loving Care In-Home Care Agency, 107 Chalmers Court, Summerville, South Carolina 29484, hereinafter referred to as the "Provider".

RECITALS

WHEREAS, SCDHHS is the single state agency responsible for the administration in South Carolina of a program of Medical Assistance under Title XIX of the Social Security Act and makes all final decisions and determinations regarding the administration of the Medicaid program.

WHEREAS, the United States Department of Health and Human Services has allocated funds under Title XIX of the Social Security Act to SCDHHS for the provision of Medicaid Home and Community-Based waiver services to eligible persons, and

WHEREAS, the Provider represents and warrants that it meets applicable standards as a provider of Medicaid Home and Community-Based waiver services to eligible persons as specified by Title XIX of the Social Security Act, federal regulations promulgated pursuant thereto, and the South Carolina State Plan for Medical Assistance.

WHEREAS, the Provider desires to participate in the provision of Medicaid Home and Community-Based waiver services to eligible persons under Title XIX of the Social Security Act.

NOW, THEREFORE, the parties to this Contract, in consideration of the mutual promises, covenants, and stipulations set forth herein, agree as follows:

ARTICLE I

CONTRACT PERIOD

This Contract shall take effect on June 24, 2016 and shall, unless sooner terminated in accordance with Article VII, continue in full force and effect through June 30, 2017.

ARTICLE II

DEFINITION OF TERMS AND ACRONYMS

As used in this Contract, the following terms shall have the following defined meanings:

Care Call: An easy-to-use toll-free telephone system called an Interactive Voice Response System (IVRS) used for documentation service delivery.

Care Coordinator (CC): A licensed nurse who assists Medically Complex Children waiver Participants in determining program participation and access to appropriate and available services.

Case Manager (CM): A professional who assists Home and Community-Based waiver Participants in determining program participation and access to appropriate and available services.

CLTC: Division of Community Long Term Care, SCDHHS.

CLTC Area Office: Any one of a number of CLTC offices strategically located throughout the State.

CMS: Centers for Medicare and Medicaid Services.

Community Choices: Medicaid Home and Community-Based waiver serving elderly and disabled Participants.

DBA: Doing Business As.

FFP (Federal Financial Participation): Any funds, either title or grant, from the Federal Government.

GAO: Government Accountability Office.

HASCI: Medicaid Home and Community-Based waiver serving individuals with head and spinal cord injuries.

HIPAA: Health Insurance Portability and Accountability Act of 1996, as amended, along with its attendant regulations.

HIV/AIDS: Medicaid Home and Community-Based waiver serving Participants with Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome.

ID/RD: Medicaid Home and Community-Based waiver serving individuals with intellectual disability and/or related disabilities.

Mechanical Ventilator Dependent: Medicaid Home and Community-Based waiver serving Participants who require a process by which air exchange is accomplished by a mechanical device.

Medicaid Home and Community-Based waiver: Any special Medicaid program operated under a waiver approved by the Centers for Medicare and Medicaid Services which allows the provision of a special package of approved services to the defined target population.

Medically Complex Children (MCC) Waiver: Medicaid Home and Community-Based waiver serving individuals under the age of 18 who meet the Nursing Facility (NF) or Intermediate Care Facilities/Intellectually Disabled (ICF/ID) level of care, have a chronic condition that is expected to last more than twelve (12) months, and meet certain medical criteria that make them dependent upon comprehensive medical, nursing and health supervision or intervention.

NPI: National Provider Identifier.

Ownership Interest: The possession of equity in the capital, the stock or the profits of the Provider. See 42 CFR §455.101 (2015, as amended).

Participant: A Medicaid eligible individual for whom a Plan of Care has been developed by CLTC or for whom a Plan of Service has been developed by SCDDSN.

Policies: The general principles by which SCDHHS is guided in its management of the South Carolina State Plan for Medical Assistance, as further defined by SCDHHS promulgations and by state and federal rules and regulations.

Program: The method of provision of Title XIX services to South Carolina recipients as provided for in the South Carolina State Plan for Medical Assistance and SCDHHS regulations.

Provider: The entity which provides service(s) specified in Article III of this Contract.

SCDDSN: South Carolina Department of Disabilities and Special Needs.

SCDHEC: South Carolina Department of Health and Environmental Control.

SCDHHS: South Carolina Department of Health and Human Services.

SCDHHS Appeal Regulations: Regulations promulgated in accordance with the S.C. Code Ann. §44-6-90 at S.C. Code Ann. Regs. §126-150 et seq. and S.C. Code Ann. §1-23-310 et seq. (1976, as amended).

Service Coordinator (SC): A SCDDSN professional who assists Home and Community-Based waiver Participants in determining program participation and access to appropriate and available services.

Social Security Act: Title 42, United States Code, Chapter 7, as amended.

South Carolina State Plan for Medical Assistance (State Plan): A comprehensive written commitment by SCDHHS, submitted under section 1902(a) of the Social Security Act, to administer or supervise the administration of the Medicaid Program in accordance with federal requirements.

Staff: Paid and unpaid personnel.

Title XIX (Medicaid): Title 42, United States Code, Chapter 7, subchapter XIX, as amended. (42 U.S.C. §1396 et seq.)

Unallowable Cost: The dollar amount of disbursement made by the Provider which is not reasonable or which is not in accordance with Article V of this contract.

Unit, Unit of Service: The standardized measure of a service provided to the participant, as defined in the Scope of Service.

USDHHS: United States Department of Health and Human Services.

ARTICLE III

SCOPE OF SERVICES

The Provider shall meet all standards of participation and requirements of the Scope of Services and ensure the health and safety of the participants served under this Contract. The Provider agrees to provide Personal Care I Services, Personal Care II Services, HASCI Attendant Care Services, HASCI Respite Services, Companion Services and MCC Respite Services, in accordance with the terms of this Contract, all applicable federal and state laws and regulations, SCDHHS policies and procedures, and the CLTC Provider Manual and appropriate Medicaid Bulletins, which are hereby incorporated by reference. The aforementioned CLTC Provider Manual and appropriate Medical Bulletins reflect a comprehensive description of the service(s) to be provided including staffing, conduct of service, and service standards. The Provider must adhere to all conditions and provisions when rendering Personal Care I Services, Personal Care II Services, HASCI Attendant Care Services, HASCI Respite Services, Companion Services and MCC Respite Services; provided, however, it shall be the responsibility of the Provider to determine that the individual is an eligible Medicaid Participant before any services are

rendered. Providers shall not serve Medicaid Home and Community-Based waiver Participants without the required Medicaid Home and Community-Based waiver authorization.

ARTICLE IV

MEDICAID HOME AND COMMUNITY-BASED WAIVER PROGRAM

SCDHHS/SCDDSN shall develop a service plan in consultation with the Participant and other persons as appropriate. SCDHHS/SCDDSN shall prior authorize the amount, duration, and frequency of all service(s) for a Participant based on the service plan. Any change in the Participant's service plan or service provider shall be the sole responsibility of SCDHHS/SCDDSN.

ARTICLE V

CONDITIONS FOR REIMBURSEMENT BY SCDHHS

SCDHHS agrees to pay for the services rendered pursuant to this Contract, for Personal Care I Services, Personal Care II Services, HASCI Attendant Care Services, HASCI Respite Services, Companion Services and MCC Respite Services, as set forth in the CLTC Provider Manual and appropriate Medicaid Bulletins. However, no payment shall be made to the Provider without prior authorization of the service(s) by a Medicaid Home and Community-Based waiver case manager/service coordinator. Claim for payment must be made in accordance with SCDHHS procedures and on such forms and in the manner prescribed by SCDHHS.

A. Unit Rate(s)

Upon receipt of prior approval from SCDHHS/SCDDSN, the Provider shall provide Personal Care I Services, Personal Care II Services, HASCI Attendant Care Services, HASCI Respite Services, Companion Services and MCC Respite Services, set forth in the CLTC Provider Manual and appropriate Medicaid Bulletins to Participants at the specified unit rate(s) as set forth in Appendix A which is attached hereto.

B. Payment in Full

Payment by SCDHHS to the Provider for services rendered to a Participant under this Contract, plus any co-payment required by SCDHHS to be paid by the Participant, shall constitute payment in full for the services. The Provider shall not bill, request, demand, solicit or in any manner receive or accept payment or contributions from the Participant or any other person, family member, relative, organization or entity for care or services to a Participant except as may otherwise be allowed under federal regulations or in accordance with SCDHHS policy (See Section D, Third Party Liability below). Any collection of payments or deposits in violation of this Section shall be grounds for termination of this Contract. SCDHHS may deny reimbursement for any services provided to Participants after any

collection or attempted collection in violation of this Section. The Provider shall refund to the Participant any payment received by them in violation of this Section. The Provider shall refund to the Participant any payment received by them in violation of this Section. SCDHHS shall have the right to recoup any payment made by a Participant that has not been refunded to the Participant by Provider within sixty (60) days of receiving notice of violation of this Section.

C. Similar Service Rates

The Provider agrees that the rate charged to SCDHHS for service to a Participant under this Contract shall never be greater than that charged for a similar service to a private pay patient. Any and all amounts received by the Provider from SCDHHS for services under this Contract in excess of those rates charged to private pay patients for similar services for the contract period shall be subject to recoupment by SCDHHS through withholding and offset or any other appropriate means.

D. Third Party Liability

The Provider must make all reasonable efforts to pursue payment under any health insurance policy which covers a Participant. Any insurance proceeds or payment must be shown on the Medicaid claim when submitted to SCDHHS. If SCDHHS has paid the Provider prior to receipt of the insurance payment, the Provider shall refund SCDHHS payment up to the amount of payment made by SCDHHS. The Provider shall contact the Director of Third Party Liability, SCDHHS, regarding any contacts or requests for Participant specific claims information or medical records that the Provider receives from any attorney or insurer. The Provider shall advise SCDHHS of any third party payer information or resources within ten (10) calendar days of acquiring such information. The Provider shall make available all financial records necessary for SCDHHS or its designee to determine if third party payments have been refunded to Medicaid in accordance with this Section. The Provider's failure to collect available third party payments may result in SCDHHS' recoupment of such available payments from funds due to the Provider.

E. Conformity to Policies and Procedures

No payment by SCDHHS shall be made for services to a participant unless the Provider has strictly conformed to the policies and procedures of the Medicaid Home and Community-Based waiver program including, but not limited to, prior authorization for service.

F. Public Funds as the State Share of Federal Financial Participation

To be considered as the State's share in claiming FFP, public funds must meet the conditions specified in accordance with 42 CFR §433.51 (2015, as amended).

G. Donations

The Provider agrees to comply with 42 CFR Part 433 Subpart B (2015, as amended), regarding any and all donations made by the Provider pursuant to this Contract.

ARTICLE VI

RECORDS AND AUDITS

A. Accuracy of Data and Reports

The Provider shall certify that all statements, reports and claims, financial and otherwise, are true, accurate, and complete. The Provider shall not submit for payment any claims, statements, or reports which it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, this Contract, and SCDHHS policy.

1. Maintenance of Records

The Provider must maintain an accounting system with supporting fiscal records adequate to assure that claims for funds are in accordance with this contract and all applicable laws, regulations, and policies. The Provider further agrees to retain all financial and programmatic records, supporting documents, statistical records and other records of Participants relating to the delivery of care or service under this Contract, and as further required by SCDHHS, for a period of five (5) years after last payment made under this Contract (including any amendments and/or extensions to this Contract). If any litigation, claim, or other actions involving the records have been initiated prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

2. Inspection of Records

At any time during normal business hours and as often as SCDHHS, the State Auditor's Office, the State Attorney General's Office, GAO, and USDHHS, and/or any of the designees of the above may deem necessary during the contract period (including any amendments and/or extensions to this Contract) and for a period of five (5) years after last payment under this contract, the Provider shall make all program and financial records and service delivery sites open to the representatives of SCDHHS, GAO, the State Auditor, the State Attorney General's Office, USDHHS, and/or any designees of the above. SCDHHS, the State Auditor's Office, the State

Attorney General's Office, GAO, USDHHS, and/or the designee(s) shall have the right to audit, review, examine and make copies, excerpts or transcripts from all records, contact and conduct private interviews with the Provider's participants and employees, and do on-site reviews of all matters relating to service delivery as specified by this Contract. If any litigation, claim, or other action involving the records has been initiated prior to the expiration of the five (5) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it or until the end of the five (5) year period, whichever is later. This provision is applicable to any subcontractor and must be included in all subcontracts.

B. Audits

In the event an audit is performed and the audit report contains audit exceptions or disallowances, it is agreed by the parties hereto that the following procedures shall be used in making the appropriate audit adjustment(s):

1. Notice of Exceptions and Disallowances

Upon completion of an audit, the Provider shall be furnished a written notice containing the adjustment for each exception and a statement of the amount disallowed for each exception. SCDHHS, the State Auditor's Office, CMS or their designee shall make this determination. Such notice shall further state the total sum disallowed as a result of the audit and that payment is due to SCDHHS in the full amount of the sums disallowed. Notice will be sent to the Provider by certified mail.

2. Disallowances - Appeals

In the event the Provider disagrees with the audit exceptions and disallowances, it may seek administrative appeal of such matters in accordance with the SCDHHS appeals procedures. Judicial review of any final agency decision pursuant to this contract shall be in accordance with S.C. Code Ann. §1-23-380 (1976, as amended) and shall be the sole and exclusive remedy available to either party except as otherwise provided herein. Provided, however, any administrative appeal shall be commenced by written notice as required by the SCDHHS appeals procedures.

Thirty (30) days after mailing of the notice of disallowance, all audit disallowances shall become final unless an appeal in accordance with SCDHHS appeals procedures has been filed. Payment shall be due and should be made upon notice of disallowance regardless of the filing of an appeal. Should the amount of the disallowance be reduced for any reason, SCDHHS will reimburse the Provider for any excess amount previously paid. Additionally, any issue which could have been raised in an appeal shall be final and not subject to challenge by the Provider in any other

administrative or judicial proceeding if no appeal is filed within thirty (30) calendar days of the notice of determination.

3. Disallowed Sums, Set-off

Any provision for appeal notwithstanding, the Provider and SCDHHS agree that, should any audit(s) result in disallowance to the Provider all funds due SCDHHS are payable upon notice to the Provider of the disallowance. SCDHHS is authorized to recoup any and all funds owed to SCDHHS by means of withholding and/or offsetting such funds against any and all sums of money for which SCDHHS may be obligated to the Provider under any previous contract and/or this or future contracts. In the event there is no previous contractual relationship between the Provider and SCDHHS, the disallowance shall be due and payable immediately upon notice to the Provider of the disallowance.

4. Interest Provision

The Provider and SCDHHS further agree that, in addition to the amount disallowed by audit being repaid to SCDHHS in accordance with this Section, the Provider shall pay interest on the disallowed amount with said interest accruing from the thirtieth (30th) calendar day following the date of receipt by the Provider of the final audit report. The interest to be paid by the Provider to SCDHHS shall be at the current prime rate plus two percentage (2%) points as established on the thirtieth (30th) calendar day following the issuance of the final report.

C. Ownership Information

In accordance with 42 CFR §455.104 (2015, as amended), the Provider agrees to provide full and complete ownership and disclosure information with this Contract and to report any ownership changes within thirty-five (35) calendar days to SCDHHS, Division of Contracts. Failure by the Provider to disclose this information may result in termination of this Contract.

D. Information Related to Business Transactions

The Provider agrees to furnish to SCDHHS information related to significant business transactions as set forth in 42 CFR §455.105 (2015, as amended). Failure to comply with this requirement may result in termination of this Contract.

ARTICLE VII

TERMINATION OF CONTRACT

A. Termination for Lack of Funds

The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract shall be terminated if such funding ceases to be available. SCDHHS shall have the sole responsibility for determining the lack of availability of such federal, state, and local funds.

B. Termination for Noncompliance with the Drug Free Workplace Acts

In accordance with S. C. Code Ann. §44-107-60 (Supp. 2000, as amended), and 2 CFR Part 182 (2015, as amended), this Contract is subject to immediate termination, suspension of payment, or both if the Provider fails to comply with the terms of the State or Federal Drug Free Workplace Act.

C. Termination for Breach of Contract

This Contract may be canceled or terminated by either party at any time within the contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations hereunder.

D. Termination for Breach of Previous Contracts or Non-Payment of Previous Audit Exceptions

This Contract may be canceled or terminated by SCDHHS at any time within the contract period if the Provider, after exhaustion of all administrative and judicial appeals, has failed to make payment in full to SCDHHS for audit disallowances pursuant to any previous contract between the parties or if the Provider has failed to comply with the maintenance and inspection of records requirements of any previous contract between the parties.

E. Insolvency

This Contract is voidable and subject to immediate termination by SCDHHS upon the Provider's insolvency, including the filing of proceedings in bankruptcy. In the event the Provider enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Provider agrees to furnish written notification of the bankruptcy to SCDHHS. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed and the identity of

the court in which the bankruptcy petition was filed. This obligation remains in effect until final payment under this Contract.

F. Contravention for Collection of Payments or Non-Disclosure

This Contract may be canceled or terminated by SCDHHS at any time should the Provider fail to meet the specific conditions for collection of payments in accordance with Article V, Section B of this Contract or the conditions for disclosure in accordance with Article VI, Section C and D of this Contract.

G. Termination for Loss of Licensure or Certification

In the event that the Provider loses its license to operate or practice from the South Carolina Department of Health and Environmental Control or the appropriate licensing agency, this Contract shall terminate as of the date of delicensure. Further, should the Provider lose its certification to participate in the Title XVIII and/or Title XIX program, as applicable, this Contract shall terminate as of the date of such decertification.

H. Termination for Unauthorized Use of Staff Leasing Services Companies

This Contract may be canceled or terminated by SCDHHS at any time within the contract period should the Provider engage the use of a Staff Leasing Services Company to perform any services required under this Contract without the express written consent of SCDHHS, in accordance with Article IX, Section X, to perform any services required under this contract.

I. Termination for Being Excluded from the Medicaid Program

This Contract may be canceled and terminated by SCDHHS at any time within the contract period should the Provider or Provider's officers, directors, administrators, billing agents, managing employees, affiliated persons or partners or shareholders having an ownership interest have been excluded from participation in the Medicaid program.

J. Termination by Provider

Provider may terminate this Contract at any time by sending SCDHHS written notice thirty (30) days prior to termination. If requested to assure continuity of care to Recipients, Provider will assist SCDHHS in the re-assignment of its patients.

K. Notice of Termination

In the event of any termination of this Contract under this Article, the party terminating the Contract shall give notice of such termination in writing to the other party. Notice of termination shall be sent by certified mail, first class mail and

electronic mail. If this Contract is terminated pursuant to any Section of this Article, termination shall be effective upon the date set forth in the notice.

L. Placement of Medicaid Home and Community-Based Waiver Participant After Notice of Termination

Placement of Medicaid Home and Community-Based waiver participants affected by termination of this Contract, or any service under this Contract, shall be the sole responsibility of the Medicaid Home and Community-Based waiver program.

ARTICLE VIII

APPEALS PROCEDURES

If any dispute shall arise under the terms of this Contract, the sole and exclusive remedy shall be the filing of a Notice of Appeal within thirty (30) days of receipt of written notice of SCDHHS' action or decision which forms the basis of the appeal. Administrative appeals shall be in accordance with SCDHHS' regulations 10 S.C. Code Ann. Regs. §126-150, et seq. (2012, as amended) and in accordance with the Administrative Procedures Act, S.C. Code Ann. §1-23-310, et seq. (1976, as amended). Judicial review of any final SCDHHS administrative decisions shall be in accordance with S.C. Code Ann. §1-23-380 (1976, as amended).

ARTICLE IX

COVENANTS AND CONDITIONS

In addition to all other stipulations, covenants, and conditions contained herein, the parties to this Contract agree to the following covenants and conditions:

A. Applicable Laws and Regulations

The Provider agrees to comply with all applicable federal and state laws and regulations including constitutional provisions regarding due process and equal protection of the laws and including, but not limited to:

1. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §7401, et seq.) and the Federal Water Pollution Act, as amended (33 U.S.C. § U.S.C. §1251, et seq.).

2. Title VI of the Civil Rights Act of 1964, as amended, (42 U.S.C. §2000d, et seq.) and regulations issued pursuant thereto, 45 CFR Part 80, (2015, as amended), which provide that the Provider must take adequate steps to ensure that persons with limited English skills receive, free of charge, the language assistance necessary to afford them meaningful and equal access to the benefits and services provided under this Contract.

3. Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. §2000e) in regard to employees or applicants for employment.

4. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefitting from federal financial assistance, and regulations issued pursuant thereto, 45 CFR Part 84, (2015, as amended).

5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

6. The Omnibus Budget Reconciliation Act of 1981, as amended, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.

7. The Americans with Disabilities Act (42 U.S.C. §12101 et seq.), and regulations issued pursuant thereto

8. The Drug Free Workplace Acts, S.C. Code Ann. §§44-107-10 et seq. (Supp. 2000, as amended), and the Federal Drug Free Workplace Act of 1988 as set forth in 2 CFR Part 182 (2015, as amended).

9. Section 6002 of the Solid Waste Disposal Act of 1965 as amended by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. §6962).

10. The Iran Divestment Act of 2014, S.C. Code Ann. §§11-57-10 et seq. (Supp. 2014, as amended).

B. Employees of Provider

No services required to be provided under this Contract shall be provided by anyone other than the Provider or the Provider's subcontractor without the prior approval of SCDHHS.

C. Information on Persons Convicted of Crimes

The Provider agrees to furnish SCDHHS or to the USDHHS information related to any person convicted of a criminal offense under a program relating to Medicare (Title XVIII), Medicaid (Title XIX), the Social Services Block Grant program (XX) or the State Children's Health Insurance Program (Title XXI) as set forth in 42 CFR 455.106 (2015, as amended). Failure to comply with this requirement may lead to termination of this Contract.

D. Insurance

The Provider shall maintain, throughout the performance of its obligations under this Contract, a policy or policies of Worker's Compensation insurance with such limits as may be required by law, and a policy or policies of general liability insurance insuring against liability for injury to, and death of, persons and damage to, and destruction of, property arising out of or based upon any act or omission of the Provider or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance shall have limits sufficient to cover any loss or potential loss resulting from this Contract. The Provider shall be the named insured on the insurance policies required by this Section.

It shall be the responsibility of the Provider to require any subcontractor to secure the same insurance as prescribed herein for the Provider. In addition, the Provider shall indemnify and save harmless SCDHHS from any liability arising out of the Provider's untimely failure in securing adequate insurance coverage as prescribed herein. All such coverage shall remain in full force and effect during the initial term of the contract and any renewal thereof.

E. Proof of Insurance

Any time, at the request of SCDHHS or its designee, the Provider shall provide proof of insurance as required in the insurance section of this Article.

F. Safeguarding Information

The Provider shall safeguard the use and disclosure of information concerning applicants for or participants of Title XIX services in accordance with 42 CFR Part 431, Subpart F, (2015, as amended), SCDHHS' regulations at 27 S.C. Code of Regs. §126 - 170, et seq., (1976, as amended), and all other applicable state and federal laws and regulations and shall restrict access to, and use and disclosure of, such information in compliance with said laws and regulations.

G. Political Activity

None of the funds, materials, property, or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act".

H. Restrictions on Lobbying

In accordance with 31 U.S.C. §1352, funds received through this Contract may not be expended to pay any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any of the

following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement. This restriction is applicable to all subcontractors.

I. Debarment/Suspension/Exclusion

The Provider agrees to comply with all applicable provisions of 2 CFR Part 376 (2015, as amended), pertaining to debarment and/or suspension. As a condition of participation, the Provider should screen all employees and subcontractors to determine whether they have been excluded from participation in Medicare, Medicaid, the State Children's Health Insurance Program, and/or all federal health care programs. To make this determination, the Provider may search the LEIE website located at http://www.oig.hhs.gov/fraud/exclusions.asp. The Provider should conduct a search of the website monthly to capture exclusions and reinstatements that have occurred since the last search, and any exclusion information discovered should be immediately reported to SCDHHS. Any individual or entity that employs or contracts with an excluded provider cannot claim reimbursement from Medicaid for any items or services furnished, authorized, or prescribed by the excluded provider. This prohibition applies even when the Medicaid payment itself is made to another provider who is not excluded; for example, a pharmacy that fills a prescription written by an excluded doctor for a Medicaid beneficiary cannot claim reimbursement from Medicaid for that prescription. Civil monetary, penalties may be imposed against providers who employ or enter into contracts with excluded individuals or entities to provide items or services to Medicaid beneficiaries. See Section 1128A(a)(6) of the Social Security Act and 42 CFR 1003.102(a)(2).

J. Reporting of Fraudulent Activity

If at any time during the term of this Contract, the Provider becomes aware of or has reason to believe by whatever means that, under this or any other program administered by SCDHHS, a participant of or applicant for services, an employee of the Provider or SCDHHS, and/or subcontractor or its employees, have improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be reported in confidence by the Provider directly to SCDHHS.

K. Integration

This Contract shall be construed to be the complete integration of all understandings between the parties hereto. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect whatsoever unless embodied herein in writing. No subsequent novation, renewal, addition, deletion, or other amendment hereto shall have any force or effect unless embodied in a written amendment executed and approved pursuant to Section U of this Article.

L. Governing Law

It is mutually understood and agreed that this Contract shall be governed by the laws of the State of South Carolina and federal laws as they pertain to the performance of services provided under this Contract.

M. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

N. Non-Waiver of Breach

The failure of SCDHHS at any time to require performance by the Provider of any provision of this Contract or the continued payment of the Provider by SCDHHS shall in no way affect the right of SCDHHS to enforce any provision of this Contract; nor shall the waiver by SCDHHS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

O. Non-Waiver of Rights

SCDHHS and the Provider hereby agree that the execution and any performance pursuant to this Contract does not constitute a waiver, each to the other, of any claims, rights, or obligations which shall or have arisen by virtue of any previous agreement between the parties. Any such claims, rights, or obligations are hereby preserved, protected, and reserved.

P. Non-Assignability

No assignment or transfer of this Contract or of any rights hereunder by the Provider shall be valid without the prior written consent of SCDHHS.

Q. Legal Services

No attorney-at-law shall be engaged through use of any funds provided by SCDHHS pursuant to the terms of this Contract. Further, with the exception of attorney's fees awarded in accordance with S.C. Code Ann. §15-77-300 (1976, as amended), SCDHHS shall under no circumstances become obligated to pay an attorney's fee or the costs of legal action to the Provider. This covenant and condition shall apply to any and all suits, legal actions, and judicial appeals of whatever kind or nature to which the Provider is a party.

R. Venue of Actions

Any and all suits or actions for the enforcement of the obligations of this Contract and for any and every breach thereof, or for the review of a SCDHHS final agency decision with respect to this Contract or audit disallowances, and any judicial review sought thereon and brought pursuant to the S.C. Code Ann. §1-23-380 (1976, as amended) shall be instituted and maintained in any court of competent jurisdiction in the County of Richland, State of South Carolina.

S. Attorney's Fees

In the event that SCDHHS shall bring suit or action to compel performance of or to recover for any breach of any stipulation, covenant, or condition of this Contract, the Provider shall and will pay to SCDHHS such attorney's fees as the court may adjudge reasonable in addition to the amount of judgment and costs.

T Amendment

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both parties hereto.

U. Amendment Due To The Unavailability of Funds

SCDHHS shall have the right to amend the total dollar amount reimbursed under this Contract, without the consent of the Provider, when the amendment is due to the unavailability of funds and SCDHHS is responsible for providing the matching funds. SCDHHS shall have sole authority to determine the percentage of any reduction in the dollar amount of this Contract. The amendment shall become effective thirty (30) days from the date of written notification from SCDHHS informing the Provider of the reduction/amendment or upon the signature of both parties hereto, whichever is earlier. SCDHHS shall have the sole authority for determining the lack of availability of such funds.

V. Extension

Prior to the end of the term of this Contract, SCDHHS shall have the option to extend or renew this Contract upon the same terms and conditions as contained herein, so long as the total contract period, including the extension, does not exceed five (5) years; provided, however, that any rate adjustment(s) shall be negotiated and set forth in writing and signed by both parties pursuant to Section T of this Article.

W. Subcontracts

Unless otherwise expressly authorized in writing, all services to be provided hereunder shall be provided by the Provider directly and no subcontract for the provision of such services shall be entered into by the Provider without the prior written approval of ASCDHHS. Any subcontracts must be submitted to SCDHHS for written approval before reimbursement shall be made for services rendered thereunder.

X. Staff Leasing Services Companies

The Provider shall not engage the services of any Staff Leasing Services Company pursuant to S.C. Code Ann. Section 40-68-10 (1976) et seq. to perform any services required under the terms and conditions of this Contract without the express written consent of SCDHHS. Unauthorized use of a Staff Leasing Services Company by the Provider to fulfill the terms and conditions of this Contract may result in termination of the Contract.

Y. Copyrights

If any copyrightable material is developed in the course of or under this Contract, SCDHHS shall have a royalty free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the work for SCDHHS purposes.

Z. Safety Precautions

SCDHHS and USDHHS assume no responsibility with respect to accidents, illnesses, or claims arising out of any activity performed under this Contract. The Provider shall take necessary steps to insure or protect its participants, itself, and its personnel. The Provider agrees to comply with all applicable local, state, and federal occupational and safety acts, rules, and regulations.

AA. Procurement Code

When applicable, the Provider must comply with the terms and conditions of the South Carolina Consolidated Procurement Code in the acquisition of equipment and supplies and in all subcontracts.

BB. Titles

All titles used herein are for the purpose of clarification and shall not be construed to infer a contractual construction of language.

CC. Equipment

Equipment is defined as an article of tangible property that has a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000) or more. Title to all equipment purchased with funds provided under this Contract shall rest with the contractor as long as the equipment is used for the program for which it was purchased. When the equipment is no longer required for the program for which it was purchased, SCDHHS shall be notified and instructions will be issued by SCDHHS pertaining to the disposition of the property.

DD. Involuntary Termination and Involuntary Withdrawal

In the event that the provider is involuntarily terminated or involuntarily withdraws from participation under this Contract, such provider, or office, director, administrator, billing agent, managing employee, affiliated person or partner or shareholder having an ownership interest may be denied enrollment in the CLTC Program and may not be considered for a contract re-application for a period not less than three (3) years.

EE. Reporting Abuse, Neglect, or Exploitation

The Provider's staff must report incidents of abuse, neglect, or exploitation of adult beneficiaries in accordance with the Omnibus Adult Protection Act (S.C. Code Ann. §43-35-5, et seq. (1976,as amended)).

FF Marketing

The Provider shall not market directly to potential or current Medicaid waiver participants (including direct mail advertising, door to door, telephonic, or other "cold-call" marketing).

Cold-call marketing is defined as any unsolicited personal contact by the Provider with a potential or current Medicaid waiver Participant for the purpose of marketing as defined in this Section.

Marketing is defined as any communication from the Provider to a potential or current participant that can reasonably be interpreted as intended to influence the participant to choose to receive services from the Provider or to not receive services from another Provider.

GG. Gratuities

The Provider is prohibited from giving anything of value to a state employee or contract employee associated with the CLTC program. Providers may be suspended, terminated, or otherwise sanctioned for violating this contract section.

HH. National Provider Identifier (NPI)

The HIPAA Standard Unique Health Identifier regulations (45 CFR §162 Subparts A & D) require that all covered entities (health plans, health care clearinghouses, and those health care providers who transmit any health information in electronic form in connection with a standard transaction) must use the identifier obtained from the National Plan and Provider Enumeration System (NPPES).

Pursuant to the HIPAA Standard Unique Health Identifier regulations (45 CFR §162 subparts A & D), and if the Provider is a covered health care provider as defined in 45 CFR §162.402, the Provider agrees to disclose its NPI to SCDHHS once obtained from the NPPES. The Provider also agrees to use the NPI it obtained from the NPPES to identify itself on all standard transactions that it conducts with SCDHHS.

II. Employee Education About False Claims Recovery

If the Provider receives annual Medicaid payments of at least Five Million Dollars ($5,000,000) the Provider must comply with Section 6032 of the Deficit Reduction Act (DRA) of 2005, Employee Education About False Claims Recovery.

JJ. Indemnification-Third Party Claims

Notwithstanding any limitation in this Contract, the Provider shall defend and indemnify SCDHHS and all its respective officers, agents and employees against all suits or claims of any nature (and all damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities attributable thereto) by any third party which arise out of, or result in any way from, any defect in the goods or services acquired hereunder or from any act or omission of the Provider, its subcontractors, their employees, workmen, servants or agents. The Provider shall be given written notice of any suit or claim. SCDHHS shall allow the Provider to defend such claim so long as such defense is diligently and capably prosecuted through legal counsel. SCDHHS shall allow the Provider to settle such suit or claim so long as (i) all settlement payments are made by (and any deferred settlement payments are the sole liability of) the Provider, and (ii) the settlement imposes no non-monetary obligation upon SCDHHS. The Provider shall not admit liability or agree to a settlement or other disposition of the suit or claim, in whole or in part, without the prior written consent of SCDHHS. SCDHHS shall reasonably cooperate with the Provider defense of such suit or claim. The obligations of this paragraph shall survive termination of this Contract.

KK. Provider Responsibility

If under the terms of this Contract Provider makes any decisions, determinations, or takes any actions on behalf of SCDHHS, then Provider shall be responsible for evidentiary support of its decisions, determinations or actions in any proceeding or claim asserted against SCDHHS related to such decision, determination or action. If required by SCDHHS, Provider shall be responsible for retaining legal counsel to diligently and capably provide such defense. This responsibility includes, but is not limited to, any appeals before the SCDHHS Division of Appeals and Hearings.

LL. Counterparts

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same instrument. The parties agree that this Contract may be delivered by facsimile or electronic mail with a copied signature having the same force and effect of a wet ink signature.

MM. Incorporation of Schedules/Appendices

All schedules/appendices referred to in this Contract are attached hereto, are expressly made a part hereof, and are incorporated as if fully set forth herein.

IN WITNESS WHEREOF, SCDHHS and the Provider, by their authorized agents, have executed this Contract as of the twenty-fourth day of June 2016.

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES	JEANETTE'S LOVING CARE IN-HOME CARE AGENCY
"SCDHHS"	"PROVIDER"
BY: _____	BY: _____
Christian L. Soura Director	Authorized Signature
	Print Name
WITNESSES:	WITNESSES:
Ernestine Staley	7.12.16
Luna L Mills	7.12.16

APPENDIX A

RATES EFFECTIVE JUNE 24, 2016 - JUNE 30, 2017

Provider shall provide the following services at the specified unit rates:

Service(s)	Procedure Code(s)	Rate(s)
PERSONAL CARE II (PCII) SERVICES:		
Community Choices PCII	T1019	$ 17.00/Hour
Children's PCII	T1019	$ 17.00/Hour
HIV/AIDS PCII	T1019	$ 17.00/Hour
Mechanical Ventilator PCII	T1019	$ 17.00/Hour
ID/RD PCII	T1019	$ 17.00/Hour
Community Support	T1019	$ 17.00/Hour
PERSONAL CARE I (PCI) SERVICES:		
Community Choices PCI	S5130	$ 12.90/Hour
HIV/AIDS PCI	S5130	$ 12.90/Hour
Mechanical Ventilator PCI	S5130	$ 12.90/Hour
ID/RD PCI	S5130	$ 12.90/Hour
Community Support	S5130	$ 12.90/Hour
COMPANION SERVICES:		
Community Choices	X0273	$ 9.50/Hour
HIV/AIDS	X0274	$ 9.50/Hour
HASCI ATTENDANT CARE SERVICES:		
HASCI	X0241	$ 17.00/Hour
HASCI RESPITE SERVICES:		
HASCI	X7028	$ 7.52/Hour
PEDIATRIC MEDICAL DAY CARE		
Pediatric Medical Day Care	T2027	$ 19.01/hour
MCC SKILLED RESPITE		
LPN	T1005	$ 23.75/hour
RN	T1005	$ 31.35/hour
MCC UNSKILLED RESPITE		
Respite	X7052	$ 15.50/hour

A unit of service will be one (1) hour of direct Personal Care Aide Service provided in the client's home.

R 253

~~R0241~~

02/20/2017 - Review Report for (EX1489) Jeanette's Loving Care In-Home Care Agency

Service: Personal Care II
Preliminary Score: 963.0
Review Range: 05/01/2016 - 01/31/2017

Summary Report

All questions not shown are 100% in compliance.

Administrative Review Summary

* Provider does not maintain a current workers' compensation policy.

Service Reviews Summary

* Provider does not maintain individual participant records.
29% (6 / 21) not in compliance

* CLTC service plan is not in the participant record.
95% (20 / 21) not in compliance

* Provider did not inform participant of his/her right to complain.
100% (21 / 21) not in compliance

* Provider did not give participant written information regarding advance directives.
100% (21 / 21) not in compliance

* All service authorizations for the review period are not in the participant's file.
100% (21 / 21) not in compliance

* Services were not started on authorized date.
57% (12 / 21) not in compliance

* Record does not contain documentation that CM was notified that services were not started on authorized start date.
29% (6 / 21) not in compliance

* Record does not contain daily task sheets per scope of service requirements.
100% (21 / 21) not in compliance

* Logs reviewed by nurse supervisor as specified in the scope of services 90% of the time.
100% (21 / 21) not in compliance

* Services are not being delivered consistent with service plan.
100% (21 / 21) not in compliance

* Provider did not notify CM/SC within 2 days of participant changes.
24% (5 / 21) not in compliance

---

* CM/SC notified that services were not provided as authorized 90% of the time.
24% (5 / 21) not in compliance

---

* Backup plan was not used appropriately for this participant.
24% (5 / 21) not in compliance

Staff Reviews Summary

* Provider does not maintain an individual record for the worker.
57% (12 / 21) not in compliance

---

* Aide's file does not contain assurance that aide meets minimum requirements.
62% (13 / 21) not in compliance

---

* File does not contain documentation of competency evaluation.
90% (19 / 21) not in compliance

---

* Staff person did not have PPD tuberculin skin test according to the scope of services requirement.
67% (14 / 21) not in compliance

---

* Staff person does not have a current PPD tuberculin skin test.
5% (1 / 21) not in compliance

---

* Record does not contain documentation that the HASCI attendant has received specialized training according to the scope of services.
5% (1 / 21) not in compliance

---

* Skilled services are not provided in accordance with the scope of services requirement.
5% (1 / 21) not in compliance

---

* Staff person does not have a background check in file.
57% (12 / 21) not in compliance

---

* Staff person does not meet background qualifications to serve CLTC and DDSN participants.
29% (6 / 21) not in compliance

---

* Provider does not maintain an individual record for the worker.
100% (1 / 1) not in compliance

---

* RN/LPN does not have current license.
100% (1 / 1) not in compliance

---

* RN/LPN does not meet minimum requirements for experience according to the scope of services.

R256

~~R0244~~

100% (1 / 1) not in compliance

---

* RN/LPN is not be able to assume responsibility for in-service training of aides.
100% (1 / 1) not in compliance

---

* Nurse supervisor is not accessible by phone during hours service is being provided.
100% (1 / 1) not in compliance

---

* Staff person does not have a current PPD tuberculin skin test.
100% (1 / 1) not in compliance

Universal Review Summary

* The initial supervisory visit was not documented in Care Call.
100% (25 / 25) not in compliance

---

* The 30 day supervisory visit was not documented in Care Call.
100% (22 / 22) not in compliance

---

* Supervisory visits were not made according to scope of services.
67% (4 / 6) not in compliance

---

* Aide was not present for at least one of the supervisory visits.
0% (0 / 0) not in compliance

Details Report

Service Reviews Details

* Provider does not maintain individual participant records.

Client: (9675716)
Client: (9718175)
Client: (9637485)
Client: (9612607)
Client: (9680488)
Client: (1043080)

---

* CLTC service plan is not in the participant record.

Client: (9698104)
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9675716)
Client: (9687399)
Client: (9627499)
Client: (9718175)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9612607)
Client: (9685979)
Client: (9680488)
Client: (9659922)
Client: (9706806)
Client: (9726735)
Client: (1043080)
Client: (1053032)
Client: (9717331)

---

* Provider did not inform participant of his/her right to complain.

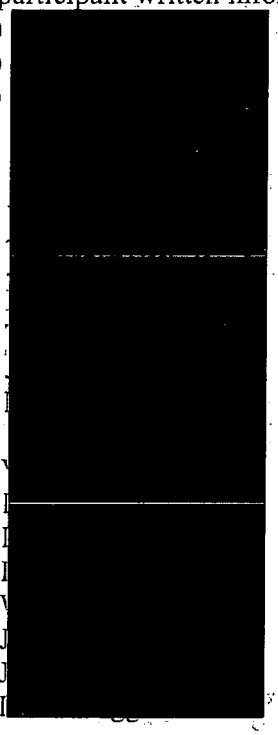
Client: (9698104)
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9675716)
Client: (9687399)
Client: (9627499)
Client: (9718175)
Client: (1040722)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9612607)
Client: (9685979)
Client: (9680488)
Client: (9659922)

Client: (9706806)
Client: (9726735)
Client: (1043080)
Client: (1053032)
Client: (9717331)

---

* Provider did not give participant written information regarding advance directives.

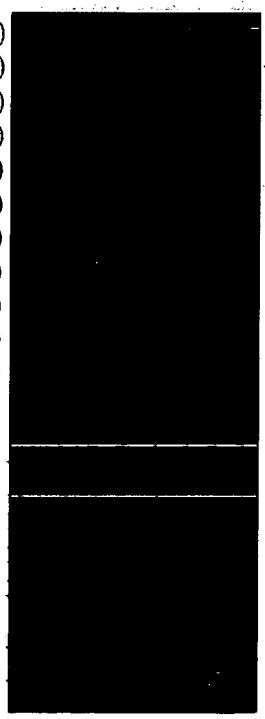
Client: (9698104)
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9675716)
Client: (9687399)
Client: (9627499)
Client: (9718175)
Client: (1040722)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9612607)
Client: (9685979)
Client: (9680488)
Client: (9659922)
Client: (9706806)
Client: (9726735)
Client: (1043080)
Client: (1053032)
Client: (9717331)



---

* All service authorizations for the review period are not in the participant's file.

Client: (9698104)
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9675716)
Client: (9687399)
Client: (9627499)
Client: (9718175)
Client: (1040722)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9612607)
Client: (9685979)
Client: (9680488)
Client: (9659922)
Client: (9706806)
Client: (9726735)
Client: (1043080)
Client: (1053032)



Client: (9717331) [redacted]

---

* Services were not started on authorized date.

Client: (9652998) [redacted]
Client: (9680015)
Client: (9675716)
Client: (9627499)
Client: (9718175)
Client: (1040722)
Client: (9637485)
Client: (9612607)
Client: (9680488)
Client: (9726735)
Client: (1043080)
Client: (9717331)

---

* Record does not contain documentation that CM was notified that services were not started on authorized start date.

Client: (9675716) [redacted]
Client: (9718175)
Client: (9637485)
Client: (9612607)
Client: (9680488)
Client: (1043080)

---

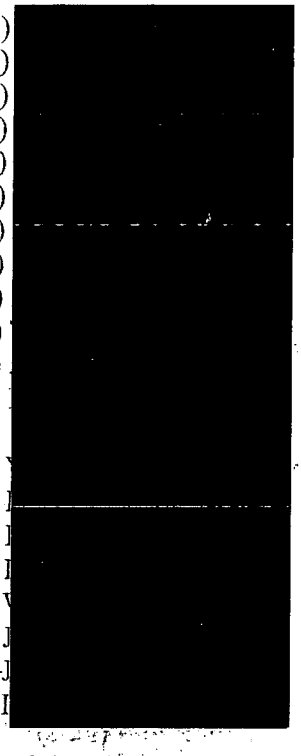
* Record does not contain daily task sheets per scope of service requirements.

Client: (9698104) [redacted]
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9675716)
Client: (9687399)
Client: (9627499)
Client: (9718175)
Client: (1040722)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9612607)
Client: (9685979)
Client: (9680488)
Client: (9659922)
Client: (9706806)
Client: (9726735)
Client: (1043080)
Client: (1053032)
Client: (9717331)

---

* Logs reviewed by nurse supervisor as specified in the scope of services 90% of the time.

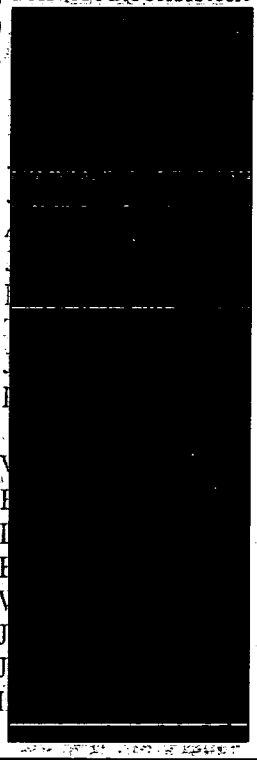
Client: (9698104)
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9675716)
Client: (9687399)
Client: (9627499)
Client: (9718175)
Client: (1040722)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9612607)
Client: (9685979)
Client: (9680488)
Client: (9659922)
Client: (9706806)
Client: (9726735)
Client: (1043080)
Client: (1053032)
Client: (9717331)



---

* Services are not being delivered consistent with service plan.

Client: (9698104)
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9675716)
Client: (9687399)
Client: (9627499)
Client: (9718175)
Client: (1040722)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9612607)
Client: (9685979)
Client: (9680488)
Client: (9659922)
Client: (9706806)
Client: (9726735)
Client: (1043080)
Client: (1053032)
Client: (9717331)



---

* Provider did not notify CM/SC within 2 days of participant changes.

Client: (9675716)
Client: (9718175)
Client: (9637485)
Client: (9612607)
Client: (1043080)

---

* CM/SC notified that services were not provided as authorized 90% of the time.
  Client: (9675716) J
  Client: (9718175) J
  Client: (9637485) I
  Client: (9612607)
  Client: (1043080) J

---

* Backup plan was not used appropriately for this participant.
  Client: (9675716)
  Client: (9718175)
  Client: (9637485)
  Client: (9612607)
  Client: (1043080)

Staff Reviews Details

* Provider does not maintain an individual record for the worker.
  Staff: (14893417) Denise Aikens (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14897300) Iesha Coaxum (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14897702) Cynthia Grant (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14892107) Geraldine Jenkins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14894916) Crystal McFadden (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14898374) Tanzy Milligan (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14891314) Denise Rivers (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14895698) Latrice Scott (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14894089) Daja Sexton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14898830) Letiitia Washinton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14895529) Bruse Wells (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
  Staff: (14898846) Rebcca Wiggins (Personal Care II (PC2), Personal Care

I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

---

* Aide's file does not contain assurance that aide meets minimum requirements.
Staff: (14893417) Denise Aikens (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897300) Iesha Coaxum (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897702) Cynthia Grant (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14892107) Geraldine Jenkins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14894916) Crystal McFadden (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898374) Tanzy Milligan (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14891314) Denise Rivers (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895698) Latrice Scott (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14894089) Daja Sexton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))
Staff: (14898830) Letiitia Washinton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895529) Bruse Wells (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898846) Rebcca Wiggins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

---

* File does not contain documentation of competency evaluation.
Staff: (14893417) Denise Aikens (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898637) Vernus Bennett (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

Staff: (14893929) Elaine Brown (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897300) Iesha Coaxum (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897734) Idalia Garvin (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897702) Cynthia Grant (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14892386) Annette Kleskie (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14894916) Crystal McFadden (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898374) Tanzy Milligan (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14891314) Denise Rivers (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14894089) Daja Sexton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895374) Deborah Simmons (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14899332) John Tirico (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))
Staff: (14898830) Letiitia Washinton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895529) Bruse Wells (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898846) Rebcca Wiggins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14891735) Aszalee Willis (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14896019) Laura Woods (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

* Staff person did not have PPD tuberculin skin test according to the scope of services requirement.

Staff: (14893417) Denise Aikens (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14893929) Elaine Brown (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897300) Iesha Coaxum (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897702) Cynthia Grant (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14892107) Geraldine Jenkins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14894916) Crystal McFadden (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898374) Tanzy Milligan (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14891314) Denise Rivers (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895698) Latrice Scott (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14894089) Daja Sexton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))
Staff: (14898830) Letiitia Washinton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895529) Bruse Wells (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898846) Rebcca Wiggins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

---

* Staff person does not have a current PPD tuberculin skin test.

Staff: (14898846) Rebcca Wiggins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

---

* Record does not contain documentation that the HASCI attendant has received specialized

training according to the scope of services.
Staff: (14894089) Daja Sexton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

---

* Skilled services are not provided in accordance with the scope of services requirement.
Staff: (14894089) Daja Sexton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

---

* Staff person does not have a background check in file.
Staff: (14893417) Denise Aikens (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897300) Iesha Coaxum (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14897702) Cynthia Grant (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14892107) Geraldine Jenkins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14894916) Crystal McFadden (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898374) Tanzy Milligan (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14891314) Denise Rivers (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895698) Latrice Scott (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14894089) Daja Sexton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898830) Letiitia Washinton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895529) Bruse Wells (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898846) Rebcca Wiggins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

---

* Staff person does not meet background qualifications to serve CLTC and DDSN participants.
Staff: (14893929) Elaine Brown (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care

(CPCA))
Staff: (14895374) Deborah Simmons (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt,) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))
Staff: (14898830) Letiitia Washinton (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14895529) Bruse Wells (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))
Staff: (14898846) Rebcca Wiggins (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA))

---

* Provider does not maintain an individual record for the worker.
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))

Copies of RN License on Pg RO 308

* RN/LPN does not have current license.
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))

NOT RPS Owner

* RN/LPN does not meet minimum requirements for experience according to the scope of services.
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))

---

* RN/LPN is not be able to assume responsibility for in-service training of aides.
Copies in file on Pg RO 308
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))

---

* Nurse supervisor is not accessible by phone during hours service is being provided.
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))

File is Owner file accept by SCHH. Accept Approval

* Staff person does not have a current PPD tuberculin skin test.
Staff: (14898144) Jeanette Vinson (Personal Care II (PC2), Personal Care I (Home Mgmt.) (PC1), Companion - Agency (COMA), Children's Personal Care (CPCA), Nurse Supervisory Visit (SUPV))

Universal Review Details

* The initial supervisory visit was not documented in Care Call.

Client: (9698104)
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9675716)
Client: (9612340)
Client: (9687399)
Client: (9627499)
Client: (9718175)
Client: (1040722)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9612607)
Client: (9685979)
Client: (9680488)
Client: (9659922)
Client: (9706806)
Client: (9654719)
Client: (9726735)
Client: (1043080)
Client: (9723722)
Client: (1053032)
Client: (9717331)
Client: (9730554)

---

* The 30 day supervisory visit was not documented in Care Call.

Client: (9698104)
Client: (9652998)
Client: (9680015)
Client: (1053831)
Client: (9687399)
Client: (9718175)
Client: (9690302)
Client: (1040722)
Client: (9728209)
Client: (9703797)
Client: (9637485)
Client: (9685979)
Client: (9680488)
Client: (9659922)
Client: (9706806)
Client: (9654719)
Client: (9726735)
Client: (1043080)
Client: (9723722)
Client: (1053032)
Client: (9717331)
Client: (9730554)

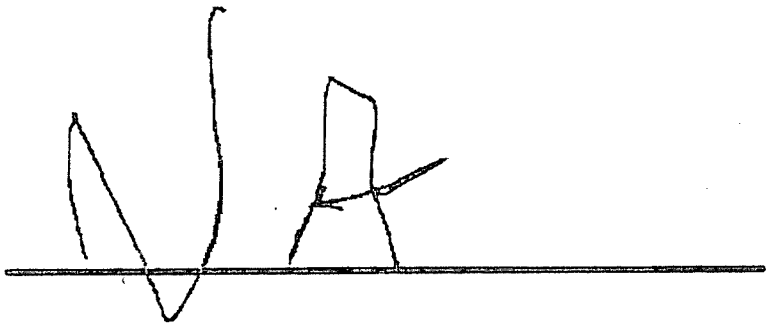
* Supervisory visits were not made according to scope of services.

Client: (9687399) [redacted]
Client: (9718175)
Client: (9728209)
Client: (9717331)

* Aide was not present for at least one of the supervisory visits.

Provider Signature

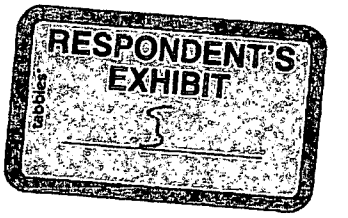
My signature below verifies that a review was conducted on 02/20/2017 and I have been given a copy of this review. I understand that I will receive a formal review evaluation and have a chance to respond to it.



Healthy Connections
MEDICAID

Henry McMaster GOVERNOR
Christian L. Soura DIRECTOR
P.O. Box 8206 Columbia, SC 29202
www.scdhhs.gov

February 23, 2017



Ms. Jeannette Langley Vinson
Jeanette's Loving Cate In-Home Care Agency
107 Chalmers Court
Summerville, South Carolina 29485

Dear Ms. Vinson:

Community Long Term Care has received the Report of Visit concerning your February 20, 2017 interim compliance survey. The visit was conducted to determine your compliance with the Personal Care II/HASCI Attendant Care Scope of Services. The South Carolina Department of Health and Human Services requires that you correct the deficiencies cited during this survey.

We have included a copy of the survey for your review and response.

You will be required to submit a corrective action plan that details the actions Jeanette's Loving Care will take or has taken to avoid the same and/or other deficiencies occurring in the future. Please provide copies of any additional documentation with your corrective action plan.

Your corrective action plan must be received by CLTC no later than 5:00 p.m. on March 9, 2017.

Please note: If the final review score is 400 or above, your contract will be terminated.

If you have any questions, you may contact me at (803) 898-2612.

Sincerely,

Debora D. Carter

Debora D. Carter
Compliance Review Officer

R271

Debora D Carter

From: Debora D Carter
Sent: Thursday, February 23, 2017 3:53 PM
To: jjvinhomecare@gmail.com
Subject: February 2017 Survey Follow-up [secure]
Attachments: February 2017 Interim review_report (1).pdf; Jeanette's Loving Care February 2017 Interim survey follow-up.docx

Ms. Vinson, please review and respond as requested to attached review report and letter regarding your February 2017 compliance review.

Please let us know if you have any questions.

Thank you.

Debora D Carter
Program Coordinator II
CarterDB@scdhhs.gov
803-898-2612
1801 Main Street
Columbia, SC - 29201
www.scdhhs.gov

Healthy Connections and the Healthy Connections logo are trademarks of South Carolina Department of Health and Human Services and may be used only with permission from the Agency.

RESPONDENT'S EXHIBIT 6

03/09/2017 11:39 8438755070 PAGE 01/52

TIME: 10:36 AM

UPS Store #2963
1317-M North Main Street
Summerville, SC 29483
843-875-8004 Tel
843-875-5070 Fax
M-F 8am-6:30pm
Sat. 9am-3pm

The UPS Store

Fax Cover ATTENTION: Debora Carter

To: Debora D Carter Fax#: 803.255.8209

Date: 3/9/2017 # of Pages(including cover sheet): 53

From: Jeanette's Love Care Agency Phone #: (843) 709-708

Subject: Corrective Action Plan

EX1489

03/09/2017 11:40AM (GMT-05:00)

JEANETTE'S LOVING CARE IN-HOME CARE AGENCY CORRECTIVIE ACTION PLAN

To: Debora D. Carter

Compliance Review Officer

From: Jeanette's Loving Care

In-Home Care Agency

107 Chalmers Court

Summerville SC 29485

March 7, 2017

Dear Ms. Carter:

Jeanette's Loving Care Agency have received and reviewed February 20, 2017 interim compliance survey report. This Agency apologizes and regrets such high findings. We are summiting a detail corrective action plan that proves our sincere commitment to the contract between Jeanette's Loving Care Agency, Community Long Term Care (CLTC) and our clients.

Today we have corrected several deficiencies that was found. We are still in the process of completing the deficiencies that have been found. We are moving forward to meet all policies and procedure requirements under Article VI of contract (Pg. 7).

Thank you in advance:

Jeanette's Loving Care Agency.

Summary Report

ADMINISTRATIVE REVIEW

Provider does not maintain a current workers' compensation policy.

- Provider is in the process of acquiring workers' compensation Insurance.
- Provider request allowance of 120 days after its 90 days referral suspension
- Provider will acquire and maintain workers' compensation insurance for the duration of this contract as stated in Article IX, Section D of Contract.

SERVICE REVIEW SUMMARY

Provider does not maintain individual participant records.

- Provider has developed an audit checklist to maintain individual participant record.
- Charts will be audited bi-weekly to ensure charts are up date and complete
- Charts will be audited by assigned office personal only
- Persons auditing chart must initial document present and complete
- The Administrator initial (JV) will ensure completion
- Provider will seek approval from CLTC Central Office to use paperless filing systems to initiate electronic documentation and /or filing systems.
- Provider will continue to use lock files cabinet as a reliable back-up system in the event the computer system shuts down.

CLTC service plan is not in the participant records.

- **Provider has completed all 95% of service plan into participant record.**

Provider did not inform participant of his/her right to complain.

- **Provider has inform 98% participant of his/her rights to complain**
- **local Agency administrator contact number, CLTC, and SCDHHS**
- **1% of participant hospitalize could not be reach**
- **1% was terminated before review**

Provider did not give participant written information regarding advance directives.

- **Provider have issue 98% of Provider patient handbook that includes written information regarding advance directives and a Blank copy of Do Not Resuscitate Order Form.**

All service authorization for the review period are not in the participant's files.

- Provider have update and placed 100% of all service authorization into participant's files.
- In the near future provider will maintain a record keeping system that document for SCDHHS, (CLTC), and MCC participants as stated in CLCT Manual (c.)(i) pg 6-118.

Services were not started on authorized date.

- **Moving forward provider will utilize the automated System to notify the CM/SC or CC within (2) working days if the participant's condition has changed and if the service plan/Authorization no longer meets participant needs.**

Record does not contain documentation that CM was notified that service were not started on authorized start date.

- **Moving forward provider will utilize the automated system mandated by SCDHHS, and CLTC Division to contain documentation that CM was notified services were not started on authorized start date.**

Record does not contain daily task sheets per scope of service requirements.

- Moving forward Aides are now required to complete daily task sheets and to include all activities that were performed.
- Aides are required to document services in Care Call at checkout according to delivery of services in accordance with the SCDHHS CLTC.

Logs reviewed by nurse supervisor as specified in the scope of services 90% of the time.

- Moving forward Aides are now required to complete and summit daily task sheets to include all activates.
- Office personal will received and review task sheets to ensure proper completion.
- Daily task sheet will be place into nurse supervisor file to be signed and dated every two weeks by supervisor.
- Task sheets will be filed in the participant's record within 30 days of service delivery.

Service are not being delivered consistent with service plan.

- Moving forward Aides are now required to complete daily task sheets with multiple service plan where services will be easier to identify, and task be performed.
- Aides are required to document services in Care Call at checkout according to delivery of services in accordance with the SCDHHS CLTC.

Provider did not notify CM/SC within 2 days of participant changes.

- Moving forward provider will utilize the automated System to notify the CM/SC within (2) of days if the participant's condition changed.

CM/SC notified that services were not provided as authorized 90% of the time.

- Moving forward provider will stop using per phone to notify CM/SC first.
- Moving forward provider will utilize the automated System to notify the CM/SC

Backup plan was not used appropriately for this participant.

- Moving forward provider will provide an effective written backup service plan to ensure all participant receives PC II/HASCI attendant services as authorized
- Provider will notified CM/SC by telephone immediately if services cannot be provided as authorize.

Staff reviews summary

Provider does not maintain an individual record for the worker.

- Moving forward provider have purchase a two draw storage file cabinet with lock to retained all terminated workers files up to 5 years according to SCDHHS Article IV of (Records and Audits).

Aides file does not contain assurance that aide meets minimum requirements.

- Moving forward provider have purchase a two draw storage file cabinet with lock to retained all **aides minimum requirements** records for 5 years according to SCDHHS (Records and Audits).

File does not contain documentation of competency evaluation.

- Moving forward the nurse will do in-house competency training on all staff.
- Documentation of competency will be place in file.

Staff person did not have PPD tuberculin skin test according to the scope of services

- Moving forward provider have purchase a two draw storage file cabinet with lock to retained terminated workers PPD up to 5 years according to SCDHHS Article IV (Records and Audits).
- According to DHEC policy provider do not need to repeat a yearly PPD because we are in low level region.

Staff person does not have a current PPD tuberculin skin test 1/21

- Moving forward provider have purchase a two draw storage file cabinet with lock to retained terminated workers PPD up to 5 years according to SCDHHS Article IV (Records and Audits).

Records does not contain documentation that the HASCI attendant has received specialized training according to the scope of services (1/21)

- Moving forward provider have purchase two draw storage file cabinet with lock to retained terminated worker **documentation that HASCI attendant has received specialized training.**

Skilled services are not provided in accordance with the scope of services requirement 1/21.

- Worker was terminated before review
- Worker file was destroyed
- Moving forward provider will retained terminated worker records up to 5 years according to SCDHHS Article IV (Records and Audits).

Staff person does not have a background check in file (12/21)

- All 12 staff person was terminated before review
- Worker file was destroyed
- Moving forward provider will retained terminated worker records up to 5 years according to SCDHHS Article IV (Records and Audits).

Staff Member does not meet background check qualifications to serve CTC and DDSN (6/21).

- 3 staff out of the six did meet background check qualifications to serve CTC and DDSN
- The other 3 was staff person was terminated before review files was destroyed
- Moving forward provider will retained terminated worker records up to 5 years according to SCDHHS Article IV (Records and Audits).

Provider does not provide maintain an individual record for the worker (1/1).

- Provider have remove self from functioning as RN Supervisory.

RN/LPN does not have current license (1/1).

- Provider has remove self from the role of RN/LPN.

RN/LPN does not meet minimum requirements for experience according to the scope (1/1)

- Provider have remove self from functioning as RN

RN/LPN is not able to assume responsibility for in service of aides.(1/1)

- Provider have remove self from functioning as RN

Nurse supervisor is not accessible by phone during hours service is being provided.

- Provider have remove self from functioning as RN

Staff person does not have a current PPD tuberculin skin test (1/1).

- Provider has copy of PPD already on file.

Universal Review Summary

The initial supervisory visit was not document in care call (25/25).

- Moving forward the nurse will documented all intake in Care Call
- The nurse have documented intake in Care Call

The 30 days supervisory visit was not documented in Care Call (22/22).

- Moving forward the nurse will documented all 30 days supervisory visit in Care Call.

Supervisory visit were not made according to scope of services (4/6).

- Moving forward supervisory visit will be made according to scope of services.
- Supervisory visit has been made in good faith.

PREMIUM CALCULATOR WORKSHEET

RISK NAME:	JEANETTE'S LOVING CARE IN-HOME CARE AGENCY
EFFECTIVE DATE:	03/09/2017
BINDER NUMBER:	
APPLICATION ID NUMBER:	41501600
GOVERNING STATE:	South Carolina
GOVERNING CLASS CODE:	8835
ANNIVERSARY RATING DATE:	03/09/2017
EXPERIENCE RATING DATE:	N/A
PREMIUM PERIOD:	03/09/2017 - 03/09/2018

SUMMARY INFORMATION

STATE NAME	ESTIMATED ANNUAL PREMIUM
South Carolina	1,603
SUBTOTAL FOR TERRORISM PREMIUM - ALL STATE(S):**** (SC) $5.00 = $5.00	INCL
ESTIMATED ANNUAL PREMIUM	1,603
DEPOSIT PERCENTAGE:	100%
DEPOSIT PREMIUM:	1,603
TOTAL ESTIMATED ANNUAL PREMIUM	1,603
TOTAL PREMIUM PAID	0

**** See individual state worksheet(s) that accompany the summary page for explanation.

+250 insurance shop fee

$1853 total

REMINDER NOTICE: Unless otherwise agreed to by NCCI in its sole discretion, any results derived from RMAPS® Premium Estimator shall not be binding upon NCCI and/or any Plan assigned carrier and shall not be used, construed or represented as a NCCI-calculated Total Estimated Annual Premium figure for purposes of and as same may be identified on an application for WCIP coverage. Any use of any result derived from RMAPS® Premium Estimator to the contrary is strictly prohibited and NCCI expressly disclaims any liability therefrom of any nature or kind and to any person or entity, including claims of third parties, whether based in tort, contract or otherwise.

© Copyright 2009 - 2017 National Council on Compensation Insurance, Inc. All Rights Reserved.

R280

~~R0268~~ 03/09/2017 11:40AM (GMT-05:00)

Proposal

PRICING

12/19/2016

Jeannette's Loving Care
In-Home Care Agency

Jeanette Vinson
jjvinhomecare@gmail.com
(843) 709-7086

Proposal date 03/08/2017
Valid until 04/14/2017
Pay frequency 52
Employees 19

Pete Leonard

jlleonard@paychex.com
(843) 499-1548

Notations:
Totals displayed do not include sales tax where applicable.
Prices are subject to change with advance notice.

PER PAY PERIOD CHARGES		Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
Professional Package								
Includes:								
Payroll Processing	*Check Logo*	*HR Library*		*Garnishment Payment Service*				
Taxpay	*New Hire Reporting*	*Labor Posters*		*WC Report or WC Reporting Service*				
Direct Deposit	*Online Reports*	*Employee Access*		*GL Report or GL Report Service*				
Check Signing or Readychex	*Data Exports*	*Full Service SUI*						
Check Insertion	*401(k) Report*	*Reports On-Demand*						
Payroll processing per check	Checks 1 to 5	$ 77.00	5	$ -	$ 77.00	40%	$	46.20
	Checks 6 to 10		5	$ 3.75	$ 18.75		$	11.25
	Checks 11+		9	$ 2.55	$ 22.95		$	13.77
	Per pay period total				**$ 118.70**		**$**	**71.22**

ANNUAL CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
Forms W-2 or 1099		$67.50	19	$6.50	$ 191.00		$ 191.00
Annual total					**$ 191.00**		**$ 191.00**

ONE-TIME CHARGES	Minimum	Base	Units	Rate/Unit	Total	Discount	Net Total
Implementation, Customization & Training					$ 200.00	50%	$ 100.00
One-time total					**$ 200.00**		**#VALUE!**

R281

~~R0269~~ 03/09/2017 11:40AM (GMT-05:00)

Risk Name:	JEANETTE'S LOVING CARE IN HOME CARE AGENCY
EFFECTIVE DATE:	03/09/2017
STATE:	South Carolina

Employee Information:

Class Code:	Suffix:	No of Employees	Total Payroll	Rate	Calculated Premium	Minimum Premium
8835		20	25,000	5.74	1435	1222

Partner/Sole Proprietor Information:

Name	INC/ EXC	Class Code:	Title	Salary	Calculated Salary	Rate	Calculated Premium	Minimum Premium
Vison, Jeanette	E	8835		0	0	0.00	0	1222

MANUAL PREMIUM		1435
SUBJECT PREMIUM	=	1435
TOTAL MODIFIED PREMIUM	=	1435
STANDARD PREMIUM	=	1435
EXPENSE CONSTANT	+	160
TERRORISM MISC. VALUE BY STATE(.02)	+	5
CATASTROPHE (OTHER THAN CERTIFIED ACTS OF TERRORISM) MISC. VALUE BY STATE (.01)	+	3
TERRORISM MISC. VALUE BY STATE (.02)	$5.00	INCL
SUBTOTAL FOR TERRORISM PREMIUM *****	$5.00	INCL
ESTIMATED ANNUAL PREMIUM	=	1603

***** Subtotal for Terrorism Premium: For insured losses resulting from certified acts of terrorism as determined under the Terrorism Risk Insurance Act of 2002, and any amendments, including as amended and extended by the Terrorism Risk Insurance Program Reauthorization Act of 2015, and applied consistent with NCCI manual rules and forms (Terrorism Misc. Value or Terrorism Rate by State).

REMINDER NOTICE: Unless otherwise agreed to by NCCI in its sole discretion, any results derived from RMAPS® Premium Estimator shall not be binding upon NCCI and/or any Plan assigned carrier and shall not be used, construed or represented as a NCCI-calculated Total Estimated Annual Premium figure for purposes of and as same may be identified on an application for WCIP coverage. Any use of any result derived from RMAPS® Premium Estimator to the contrary is strictly prohibited and NCCI expressly disclaims any liability therefrom of any nature or kind and to any person or entity, including claims of third parties, whether based in tort, contract or otherwise.

© Copyright 2009 - 2017 National Council on Compensation Insurance, Inc. All Rights Reserved.

PAGE 11/52
03/09/2017 11:39 8438755070
03/09/2017 11:40AM (GMT-05:00)

R283
~~R0271~~

Medicaid File Audit Checklist

In specific Chart Order

	Jan	Feb	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec
CCLT-Plan of Care Report												
PLC Plan of Care												
Client Bill of Rights-Signed												
Advanced Directives – Signed												
Client Disclosure-Signed												
Emergency Preparedness Plan												
Original Care Logs-Completed/ Initialed												
Original Care Logs-Supervisor Signed												
Other												

**Charts are to be audited Bi-Weekly with to ensure charts are up to date and complete

**Person auditing chart must initial document present and complete

PATIENT HANBOOK

WELCOME TO

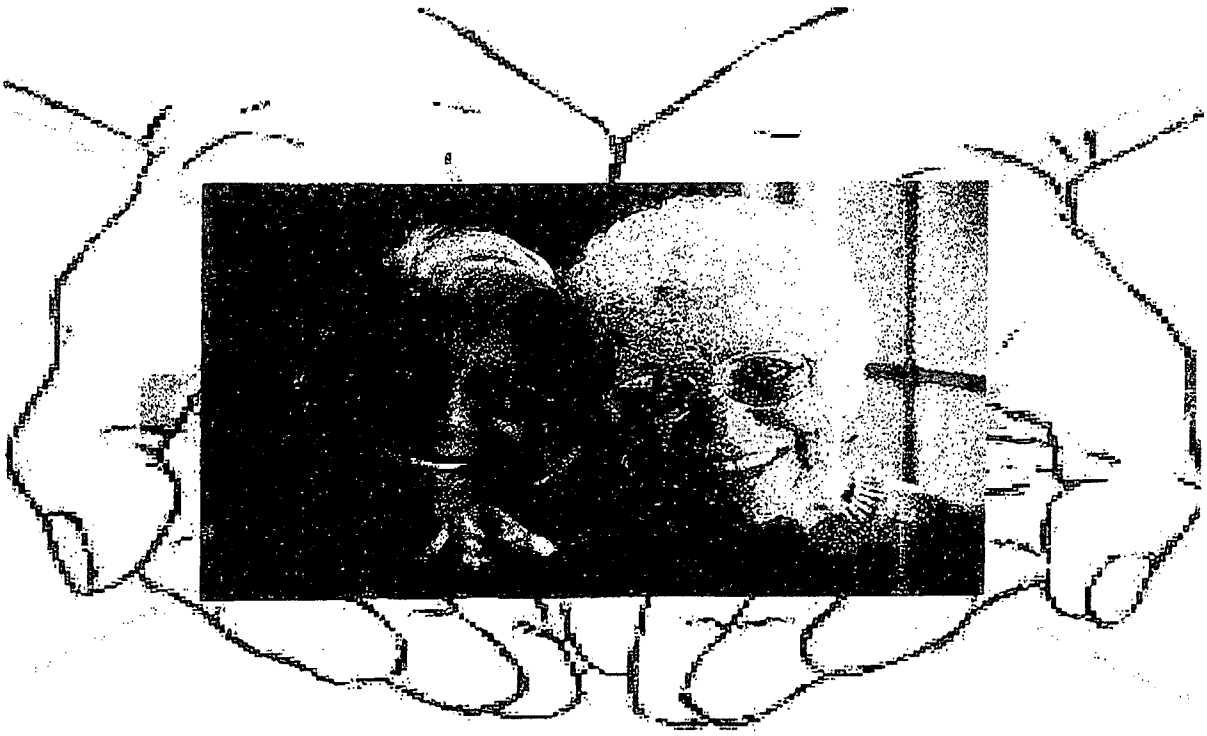
JEANETTE'S LOVING CARE IN-HOMECARE

PROVIDER AGENCY

The Professional Private Home Care Provide

WELCOME TO JEANETTE'S LOVING CARE IN-HOMECARE

PROVIDER AGENCY



Greeting.

My name is Jeanette Vinson Administrator of Jeanette's Loving Care. I like to extend warm welcome to you and your family. My life's passions is to serve all people in need of care. As a caring leader in home healthcare today I am bless to serve a greater population of our deserving clients, and employ passionate, loving and caring individuals as well at JLC In-home Care Agency. I am looking forward to serve all clients with heartfelt love and compassion that they rightfully deserve.

This handbook is design to help you understand some about JLC home healthcare agency. The client rights and responsibilities as a patient and state and federal regulations, which govern home healthcare.

Service Hours

If you have any questions or referrals, please contact us@

(843) 709. 7086 24 hours Monday-Sundays

(843) 708.9698 (Office) 10: AM to 4: PM Monday-Friday

Or Email us @: JJVINHOMECARE@GMAIL.COM

Thank you for choosing JLC health services. Welcome to Our Family.

Mission

To provide care and serve all clients with heartfelt love, compassion, and respect that they rightfully deserve by a group of dedicated staff of professionals. We are committed to promoting quality care in the tri-county area by providing excellent training to our staff so that we can give the best and most adequate care to our clients and their families while we care for them in the palm of our loving hands.

Vision

In conjunction with a team of dedicated professionals, Jeanette's Loving Care (JLC), will provide an abundance of full-range services, specializing in extremely complex cares, including, but not limited to: Healthcare Facilities, Rehab, Companion Care, Home Support, Transitioning Home and Personal Care. In committing to providing high-quality, personalized care in a warm environment by displaying honesty and integrity.

STATE OF SOUTH CAROLINA
DEPARTMENT OF HEALTH
AND HUMAN SERVICES

CONFIDENTIAL COMPLAINT

SEND TO: DIRECTOR, DIVISION OF PROGRAM INTEGRITY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
P.O. BOX 100210, 1801 MAIN STREET, COLUMBIA, SOUTH CAROLINA 29202-3210

PROGRAM INTEGRITY

THIS REPORT IS DESIGNED FOR THE REPORTING OF POSSIBLE ABUSE BY MEDICAID PROVIDERS AND/OR RECIPIENTS. USE THE SPACE BELOW TO EXPLAIN IN DETAIL YOUR COMPLAINT. PLEASE IDENTIFY YOURSELF AND WHERE YOU CAN BE REACHED FOR FUTURE REFERENCES. UNLESS OTHERWISE INDICATED, ALL INFORMATION SHOULD BE PRINTED OR TYPED.

YOUR COMPLAINT WILL REMAIN CONFIDENTIAL.

SUSPECTED INDIVIDUAL OR INDIVIDUALS:	
NPI or MEDICAID PROVIDER ID: (if applicable)	MEDICAID RECIPIENT ID NUMBER: (if applicable)
ADDRESS OF SUSPECT:	LOCATION OF INCIDENT:
	DATE OF INCIDENT:
COMPLAINT:	

NAME OF PERSON REPORTING: (Please print)	SIGNATURE OF PERSON REPORTING:	DATE OF REPORT
ADDRESS OF PERSON REPORTING:	TELEPHONE NUMBER OF PERSON REPORTING:	
	SIGNATURE: (SCDHHS Representative Receiving Report)	

SCDHHS Form 126 (revised 08/07)

More Contact Info

SCDHHS

SCDHHS P.O. Box 8206
Columbia, SC 29202-8206

Mr. Tony Matthews 803...898.2712

Ms. Debora Carter 803. 898. 2612

Office of the Director
(803) 898-2580

Office of Eligibility & Member Services
(803) 898-3834

Office of Finance & Administration
(803) 898-1257

Office of General Counsel
(803) 898-2795

Office of Health Services
(803) 898-3202

Office of Long-term and Behavioral Health
(803) 898-0178

Office of Human Resources
(803) 898-2670

Office of Communications
(803) 898-2580
Email

Office of Information Management
(803) 898-1167

NEED TO MAIL SOMETHING?

SCDHHS P.O. Box 8206
Columbia, SC 29202-8206

SCDHHS highly values the safety of member's personal information and does not call members asking for personal information such as their social security number. Members should never give out their social security number or other personal information to anyone they have not contacted. If they do receive a suspicious call, they should contact local law enforcement immediately.

Consent Addenda

Your Rights and Responsibilities

Patient Bill of Rights and Responsibilities

The Agency exists for the purpose of providing high-quality care that meets or exceeds accepted standards for care. The Agency believes that each patient is worthy of respect and understanding and has certain rights and responsibilities related to the care they receive. In accordance with this philosophy, the Agency wishes to advise you of the following rights and responsibilities and to assist you in understanding and exercising these rights:

As a Patient of the Agency, You Have the Right to . . .

1. Be treated with dignity, courtesy, and respect.
2. Have your property treated with respect.
3. Know the name and title of the Agency's personnel who are providing service and supervision and to expect that they are properly qualified to provide your care.
4. Receive competent, individualized quality services from the Agency regardless of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law, or decisions regarding advance directives.
5. Make informed decisions about your care, to receive information to help you make such decisions and to participate in developing, planning and changing your care plan.
6. Your reports of pain to be believed, to be given information about pain and pain relief measures, to have a concerned staff committed to pain prevention and management, and have health professionals who respond quickly to reports of pain, and effective pain management.
7. Be informed of the nature, purpose, and frequency of service and what discipline will be performing the care, prior to the initiation of care and before changes in the care you will receive.
8. Refuse all or part of the care from the Agency, to be told the consequences of that decision and to initiate a "living will," durable power of attorney and other advance directives about your care consistent with applicable law and regulations. In the absence of an appropriate "do not resuscitate" order, all patients will be resuscitated if the caregiver staff is CPR certified. If not, Emergency Medical Services will be contacted.
9. Expect reasonable continuity of care, timely delivery of service, and to have your personal, cultural, and ethnic preferences considered in planning and delivering care to the extent that they do not conflict with physician orders, regulations, and standards of practice.
10. Receive prior notice and to make an informed decision before participating in experimental treatment or research.
11. Receive information regarding community resources and to be informed regarding any financial relationships between the Agency and other providers to which you are referred by the Agency.
12. Expect the Agency to coordinate care through regular communication with your physician, caregivers, and other providers.

14. Expect confidentiality of all clinical and financial records and access to your records on request. Information will not be released to anyone other than your physician or healthcare provider involved in your care for treatment, billing, or healthcare operations without your written consent or unless required by law.
15. Notification verbally and in writing regarding your financial liability for any services provided by the Agency, including the extent of payment anticipated from all payer sources, charges for services not covered by Medicare and charges which will be made to you for the services. You also have the right to written and verbal notice of changes in sources of payment and your financial responsibility within 30 calendar days after the Agency becomes aware of the change. You have the right to appeal payment decisions.
16. Exercise these rights or have family or guardian exercise these rights on your behalf if you are unable to do so yourself.
17. Voice grievances about care which is or is not provided, recommend policy/service changes, have grievances investigated by the Agency and make complaints without fear of reprisal or unreasonable interruption of care.

Complaints, recommendations or grievances about agency services should be reported to Jeanette's Loving Care In-Home Provider Agency. **Contact Local Information**

Jeanette Vinson Administrator (843) 709. 7086

(843) 708.9698 (Office) 10: AM to 4: PM Monday-Friday

(843) 709. 7086 24 hours Monday-Sundays

(843) 708.9698 (Office) 10: AM to 4: PM Monday-Friday

Or Email us @: JJVINHOMECARE@GMAIL.COM

18. To have ethical issues related to the care you receive (or do not receive) referred to the Agency's Ethics Committee for review and response by contacting the office administrator at the phone number listed above.
19. Report any complaints or grievances concerning the Agency, the office's implementation of your advance directives (if any) and to request information about homecare providers by contacting the state home health hotline. **Contact information is located on the last printed page or back cover of this handbook.**

Advance Directives

Our Policy on Advance Directives

1. All adult patients (18 and over) have the right to participate in and direct their healthcare decisions.
2. All adult patients admitted for services will be advised of this right prior to the provision of services and will be provided with written information related to this right, Company policies, and state-specific information about advance directives and withholding or forgoing life-sustaining care issued by the respective state.
3. This right may be expressed verbally or in writing using a "living will," healthcare proxy, power of attorney, or other provisions in state law and regulation.
4. The patient will not be discriminated against in admission or services based on the presence or absence of an advance directive, or decision to forego or withhold life-sustaining care.
5. Company associates will not initiate the withholding of life sustaining treatment/care once it has been established. (Care will be provided to patients who decide to withhold/withdraw life-sustaining care/treatment. Associates will not withdraw the care/treatment. This must be performed by the patient's physician, family member, or other appropriate person.)
6. All staff will be educated regarding advance directives requirements.

Patient Rights and Advance Directives

We recognize that you have the right to participate in and to make decisions regarding your healthcare including the right to refuse medical or surgical treatment as allowed by state law and regulation.

You have the right to express your wishes related to your care through "advance directives" as provided by state law and regulation. "Advance Directives" are written statements which specify what kind of treatment you want or do not want under special, serious circumstances when you may not be able to tell your physician or other caregiver how you want to be treated.

The Agency does not discriminate against patients in admission to care or services offered on the basis of the presence or absence of advance directives and will comply with state law. However, it is important that we know if you formulate an advance directive so your wishes can be honored.

If you have already formulated an advance directive, execute an advance directive in the future, or change or revoke an advance directive, it is important that your physician and the Agency be informed. We request that you provide a copy of your advance directive so that your wishes are clear. If you choose not to provide a copy or are unable to do so, we will ask you for information about the content of your advance directive and where it can be obtained if needed. The office will retain information about your advance directive in your clinical record.

If you advise us that you have formulated an advance directive, and there is reason to believe that it may be necessary for the office to implement your advance directive, we will contact your physician for the orders necessary to comply with the terms of your advance directive.

If your physician will not provide orders to implement your advance directive, we will advise you of this and request further direction from you. You may choose to discuss this with your physician, to change physicians, to select another homecare provider or to remain with the Agency. We will honor your choice in such matters.

D H E C
PROMOTE PROTECT PROSPER

Emergency Medical Services
Do Not Resuscitate Order

SOUTH CAROLINA
EMERGENCY MEDICAL SERVICES

DO NOT RESUSCITATE ORDER

NOTICE TO EMS PERSONNEL

This notice is to inform all emergency medical personnel who may be called to render assistance to _____ (Name of Patient) that he/she has a terminal condition which has been diagnosed by me and is at least eighteen (18) years of age, and has specifically requested that no resuscitative efforts including artificial stimulation of the cardiopulmonary system by electrical, mechanical, or manual means be made in the event of cardiopulmonary arrest.

REVOCATION PROCEDURE

THIS FORM MAY BE REVOKED BY AN ORAL STATEMENT BY THE PATIENT TO EMS PERSONNEL, OR BY MUTILATING, OBLITERATING, OR DESTROYING THE DOCUMENT IN ANY MANNER.

Date _____ Patient's Signature (or Surrogate or Agent) _____

Physician's Name (Please Print) _____ Physician's Signature _____

Physician's Address _____ Physician's Telephone Number _____

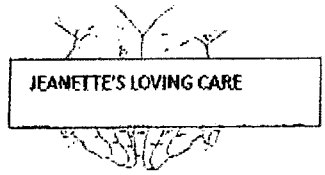
R291

~~R0279~~ 03/09/2017 11:40AM (GMT-05:00)

JEANETTE'S LOVING CARE IN-HOMECARE

PROVIDER AGENCY

Professional Private Home Care Provide



Consent to Service Agreement

THIS AGREEMENT is made on xxxxxxxxxx BETWEEN _____and Jeanette's Loving Care In-Home Care Agency collectively referred to as the "Parties".

The client, _____wishes to be provided with the Services (defined below) by the Service Provider and the Service Provider agrees to provide the Services to _____on the terms and conditions of this Agreement.

1. Key Terms: The Service Provider shall provide the following services ("Services") to the Client in accordance with the terms and conditions of this Agreement:

1.1 Services: Companion and Home Care Services

1.2 Delivery of the Services

a. Start date: The Service Provider shall commence the provision of the Services on xxxxxxxx.

b. Completion date: The Service Provider shall complete/cease to provide the Services by/on request of the client.

c. Key Dates: The Service Provider agrees to provide the following parts of the Services at the specific dates set out below: on going by / on request of the client.

1.3 Site: The Service Provider shall provide the Services at the following site(s):

Clients Address: _____

1.4 Price

a. As consideration for the provision of the Services by the Service Provider, the price for the provision of the Services is xxxxxxxx. ***hour*** ("Price") / Medicaid.

1.5 Payment

a. The Client agrees to pay the Price to the Service Provider on the following dates of the 15th and 30th of every month starting with the month of service.

b. The Service Provider shall invoice the Client through (mail, fax, email etc.) for the Services that it has provided to the Client weekly/monthly/after the Completion Date of the billing cycle. All invoice will be sent out on the 10th and 25 of every month starting with the month service begin.

c. The Client shall pay such invoices within 5 days of their receipt from the Service Provider.

d. The method of payment of the Price by the Client to the Service Provider shall be by:

i. [check] sent to the following address: PO BOX 367 Summerville SC, 29484

ii. Credit card payment through online invoice that is sent to email.

e. Any charges payable under this Agreement are exclusive of any applicable taxes, tariff surcharges or other like amounts assessed by any governmental entity arising as a result of the provision of the Services by the Service Provider to the Client under this Agreement and such shall be payable by the Client to the Service Provider in addition to all other charges payable hereunder.

2. General terms

a. Term and Termination

This Agreement shall be effective on the date hereof and shall continue, unless terminated sooner or until the Completion Date.

b. Either Party may terminate this Agreement upon notice in writing if:

i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 30 days of written notice from the other Party so to do; or

c. Any termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.

2. Relationship of the Parties

The Parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

4. Confidentiality

Neither Party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature. This obligation will not apply to information which the recipient can prove was in its possession at the date it was received or obtained or which the recipient obtains from some other person with good legal title to it or which is in or comes into the public domain otherwise than through the default or negligence of the recipient or which is independently developed by or for the recipient.

5. Notices

Any notice which may be given by a Party under this Agreement shall be deemed to have been duly delivered if delivered by hand, first class post, facsimile transmission or electronic mail to the address of the other Party as specified in this Agreement or any other address notified in writing to the other Party. Subject to any applicable local law provisions to the contrary, any such communication shall be deemed to have been made to the other Party, if delivered by:

i. First class post, 2 days from the date of posting;

ii. Hand or by facsimile transmission, on the date of such delivery or transmission; and

iii. Electronic mail, when the Party sending such communication receives confirmation of such delivery by electronic mail.

6. Miscellaneous

a. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

B .If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity nor enforceability of the remainder of this Agreement shall be affected.

C .Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party.

d. This Agreement may not be amended for any other reason without the prior written agreement of both Parties.

e. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, saves as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

f. Neither Party shall be liable for failure to perform or delay in performing any obligation under this Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to natural disasters, civil commotion or other. If such delay or failure continues for at least 7 days, the Party not affected by such delay or failure shall be entitled to terminate this Agreement by notice in writing to the other.

g. This Agreement shall be governed by the laws of the jurisdiction in which the Client is located (or if the Client is based in more than one country, the country in which its headquarters are located) (the "Territory") and the parties agree to submit disputes arising out of or in connection with this Agreement to the non-exclusive of the courts in the Territory.

Your signature and /or your representative's signature below indicate that you and/or your representative have read, understand and are in agreement with the terms and conditions of this Service Agreement.

Executive Director Signature_____ Date_____

Client/ Legal Representative Signature_____Date_____

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature_____ Date_____

Client/ Legal Representative Signature:_____ Date_____

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

-
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature Jeanette V Date 03-8-2017

Client/ Legal Representative Signature: [redacted] Date 3-8-17

CLIENT: [redacted]
(1053032)

PP 4 3-8-2017
IN-ACTIVE

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

-
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature _____ Date 3-6-2017

Client/ Legal Representative Signature: [redacted] Date 03-06-2017

P.O.A.

Client [redacted]

(9718173)

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 7, 2017

Your signature below indicates that you have read, understand and in Agreement with the terms and conditions of the

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

Executive Director Signature Jeanette Nunez Date 3/7/2017

Client/ Legal Representative Signature: [redacted] Date 3-7-17

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 7, 2017

Your signature below indicates that you have read, understand and in Agreement with the terms and conditions of the

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

Executive Director Signature _____ Date 3-7-2017

Client/ Legal Representative Signature: [redacted] Date 3-7-17

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 7, 2017

Your signature below indicates that you have read, understand and in Agreement with the terms and conditions of the

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

Executive Director Signature [signature] Date 3/7/2017

Client/ Legal Representative Signature: [redacted] Date 3-7-2017

R301

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature Jeanette Love Date 3/6/2017

Client/ Legal Representative Signature: [redacted] Date 3/6/2017

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

-
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature [signature] Date 3/6/2017

Client/ Legal Representative Signature: [redacted] Date 3/6/2017

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature Jeanette Date 3/6/2017

Client/ Legal Representative Signature: [redacted] Date 3-06-17

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature Jeanette Vinson Date 3/6/17

Client/ Legal Representative Signature [redacted] Date 3-6-2017

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature _____ Date 3/6/2017

Client/ Legal Representative Signature: [redacted] Date 3-6-17

Jeanette's Loving Care In-Homecare Provider Agency

107 Chalmers Court

Summerville, SC 29485

843-708-9698

March 6, 2017

Your signature below indicates that you the client received JLC Package with copies of

- Consent to Service Agreement,
- Client right to complain
- Client's written information regarding Advance Directives

You have read, understand and in Agreement with the terms and conditions

Executive Director Signature Jeanette Vinson Date 3/06-2017

Client/ Legal Representative Signature: [redacted] Date 3-6-17

South Carolina Tuberculosis Incidence Rates by County, 2011-2015

Region	County	2011		2012		2013		2014		2015	
		Cases	Rate**	Cases	Rate**	Cases	Rate**	Cases	Rate**	Cases	Rate**
Low Country	ALLENDALE	<5	-	0	0.0	<5	-	<5	-	<5	-
	BAMBERG	0	0.0	0	0.0	0	0.0	<5	-	0	0.0
	BEAUFORT	<5	-	5	3.0	<5	-	<5	-	8	4.5
	BERKELEY	<5	-	<5	-	6	3.1	<5	-	7	3.5
	CALHOUN	0	0.0	0	0.0	0	0.0	<5	-	<5	-
	CHARLESTON	14	3.9	22	6.0	14	3.8	12	3.1	11	2.8
	COLLETON	<5	-	0	0.0	<5	-	<5	-	<5	-
	DORCHESTER	<5	-	<5	-	<5	-	<5	-	<5	-
	HAMPTON	<5	-	0	0.0	0	0.0	0	0.0	0	0.0
	JASPER	<5	-	0	0.0	<5	-	0	0.0	<5	-
	ORANGEBURG	0	0.0	<5	-	<5	-	<5	-	<5	-
	Region Total	19	2.7	35	5.2	31	2.8	29	2.2	35	3.1
Midlands	AIKEN	<5	-	<5	-	<5	-	<5	-	<5	-
	BARNWELL	<5	-	<5	-	0	0.0	0	0.0	<5	-
	CHESTER	<5	-	3	15.3	0	0.0	0	0.0	<5	-
	EDGEFIELD	0	0.0	0	0.0	<5	-	<5	-	<5	-
	FAIRFIELD	0	0.0	<5	-	0	0.0	<5	-	0	0.0
	KERSHAW	0	0.0	<5	-	<5	-	<5	-	0	0.0
	LANCASTER	<5	-	<5	-	<5	-	<5	-	<5	-
	LEXINGTON	7	2.6	<5	-	<5	-	<5	-	<5	-
	NEWBERRY	<5	-	<5	-	<5	-	0	0.0	0	0.0
	RICHLAND	9	2.3	8	2.0	8	2.0	<5	-	5	1.2
	SALUDA	0	0.0	0	0.0	<5	-	<5	-	<5	-
	YORK	12	5.2	6	2.6	8	3.3	<5	-	7	2.8
	Region Total	41	3.0	31	2.3	28	2.1	17	1.2	23	1.6
Pee Dee	CHESTERFIELD	<5	-	<5	-	0	0.0	0	0.0	0	0.0
	CLARENDON	7	20.2	<5	-	<5	-	<5	-	6	17.8
	DARLINGTON	<5	-	<5	-	<5	-	<5	-	<5	-
	DILLON	<5	-	<5	-	<5	-	<5	-	0	0.0
	FLORENCE	<5	-	6	4.3	6	4.3	<5	-	<5	-
	GEORGETOWN	<5	-	0	0.0	<5	-	<5	-	<5	-
	HORRY	13	4.7	9	3.2	5	1.7	<5	-	9	2.9
	LEE	0	0.0	0	0.0	0	0.0	0	0.0	0	0.0
	MARION	<5	-	<5	-	<5	-	5	15.7	<5	-
	MARLBORO	<5	-	<5	-	0	0.0	0	0.0	<5	-
	SUMTER	7	6.5	<5	-	0	0.0	<5	-	<5	-
	WILLIAMSBURG	<5	-	<5	-	<5	-	<5	-	<5	-
	Region Total	36	5.3	32	3.8	26	2.9	21	2.3	32	3.5
Upstate	ABBEVILLE	0	0.0	0	0.0	0	0.0	0	0.0	<5	-
	ANDERSON	<5	-	<5	-	<5	-	<5	-	<5	-
	CHEROKEE	<5	-	<5	-	0	0.0	0	0.0	0	0.0
	GREENVILLE	9	2.0	8	1.7	<5	-	7	2.5	5	1.2
	GREENWOOD	0	0.0	0	0.0	14	20.7	<5	-	<5	-
	LAURENS	<5	-	0	0.0	0	0.0	0	0.0	0	0.0
	MCCORMICK	<5	-	0	0.0	0	0.0	0	0.0	0	0.0
	OCONEE	0	0.0	0	0.0	0	0.0	<5	-	0	0.0
	PICKENS	<5	-	<5	-	<5	-	<5	-	<5	-
	SPARTANBURG	<5	-	11	3.8	<5	-	<5	-	<5	-
	UNION	0	0.0	<5	-	<5	-	0	0.0	0	0.0
	Region Total	24	1.7	24	1.7	26	1.9	16	1.1	14	1.0
State Total		140	3.0	122	2.6	112	2.8	79	1.6	104	2.1
National Total		10,521	3.4	9,951	3.2	9,588	3.0	9,412	3.0	9,563	3.0

Updated 3/24/2016

**Rate per 100,000

Note: Data in this report are provisional

Cell suppression rule updated to follow DHEC policy. Data are updated to include corrections to previous year's reports (see below)*

Useful TB Websites:

US Centers for Disease Control Division of TB Elimination
http://www.cdc.gov/tb/

World Health Organization
http://www.who.int/topics/tuberculosis/en/

International Union Against Tuberculosis & Lung Disease
http://www.iuatld.org/

Population Statistics from US Census Bureau: Annual Estimates of the Resident Population: July 1, 2011 to July 1, 2015.
http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml

Recent CDC Annual Summary Regarding USA TB Trends:
MMWR of 3/25/2016
http://www.cdc.gov/mmwr/volumes/65/wr/pdfs/mm6511.pdf

* Case counts for the following counties were corrected: 2011, Chester County actual case count is <5 corrected from 0 and McCormick County actual case count is <5 corrected from 0; 2013, Marion County actual case count is <5 corrected from 0 and McCormick County actual case count is 0 corrected from <5;

R308

~~R0296~~ 03/09/2017 11:40AM (GMT-05:00)

COMPETENCY EVALUATION DOCUMENTATION

(for Personal Care Aides participating in CLTC programs)

Aide's Name _____ SSN # _____

Testing Agency _____

Test Administered By _____

Title and Nurse License Number _____

TEST RESULTS

AREA TESTED	PASSED/FAILED	DATE
Observation, Reporting and Documentation of patient status and the Care of Service furnished		
Reading and Recording Temperature, Pulse and Respiration		
Basic Infection Control Procedures		
Maintenance of a clean, safe and healthy environment		
Recognizing emergencies and knowledge of emergency procedures		
Appropriate and safe techniques in personal hygiene and grooming		
Safe transfer techniques and ambulation		
Normal range of motion and positioning		
Ways to work with the physical, emotional, and developmental needs of the populations served by the agency, including the need for respect for the patient, his or her privacy, and his or her property		
Adequate nutrition and fluid intake		
Meal Planning and Preparation		
Shopping		
Transportation and Escort Services		
Any other task that the agency may choose to have the PCA perform		

If retesting was required on any of the above components, document below the remedial instruction provided and the date(s) retested.

_____

_____

_____

_____

_____

CERTIFICATION STATEMENT

It is hereby certified that the competency evaluation documented by this form meets the requirements of the competency training and evaluation program as outlined in the Community Long Term Care Scope of Services for Personal Care Aide and was administered by an instructor/evaluator who meets the requirements of such regulations.

Instructor/Evaluator _____
(Signature) (Date)

RN Supervisor _____
(Signature) (Date)

R309

~~R0297~~

[Jeanette's Loving Care Key Office Personals]

Jeanette Vinson
Administrator

Cynthia Grayson
ASS. Administrator

Vann Florence
RN

Cynthia Grayson
Asst. Admin

PROVIDER Jeanette's Loving Care
Professional Private Home Care Provider www.comjlclovingcare.com

Independent Contractor Service Agreement

The following Agreement outlines the parameters of the relationship between Jeanette's Loving Care In-Home Provider and the Independent Contractor ("Personal Care Assistant/Companion Sitter") identified below. All provisions of this agreement are listed below. Any addendums or modifications must be provided in writing. This executed agreement shall serve as a contract for services between Jeanette's Loving Care In-Home Provider and the Independent Contractor for services as outlined.

I. Independent Contractor Information

Name: Cynthia (Kimberly) Grayson
Address: PO Box 1725
City: Summerville State: SC ZIP: 29484
Phone: 301-640-8898 Email: iamKimchase@yahoo.com
SS#: [redacted] DOB: 1-30-69

II. Services

The Independent Contractor listed above is being engaged to provide the following services to are Jeanette's Loving Care In-Home Provider:

- *providing in-home private personal care/companion sitter services to individual clients—(may include, but not limited to: preparing light meals, bathing, light housework/cleaning, transportation to appointments, grocery shopping, laundry services, and other duties on an individual basis)*

III. Compensation

a) Independent Contractors are compensated on a per-assignment basis and will be informed of the rate of pay upon presentation of the assignment. The rate of pay will be hourly.
b) Payment for services will be processed and remitted based on submission of Weekly Timesheet (If applicable) and Contractor Service Logs certifying completion of hours/services.
c) Time sheets and logs are due to the Company Thursday morning of each week.
d) Pay period is Thursday to Wednesday, unless otherwise negotiated.
e) Pay dates are on Fridays of each week.
f) Payment for services shall be made to Contractor by direct deposit, unless otherwise negotiated.
g) The Company will not reimburse Contractor for any personal expenses incurred in the performance of the Services.
h) Contractor acknowledges and agrees that, except as provided in this Section III, he/she shall not be entitled to, and the Company shall not be obligated to pay any monies or other compensation for the Services provided and rights granted under this Agreement.
i) Contractors will be reimbursement for mileage for transport or errands only if it is approved by RN Supervisor.

IV. Independent Contractor Relationship

a) The Personal Care Assistant/Companion Sitter agrees to perform the Services mentioned in this Agreement solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise or relationship of employer and employee between the parties.
b) The Contractor is not authorized to enter into or commit the Company to any agreements, and the Contractor shall not represent itself as the agent or legal representative of the Company. Instead, the

Contractor shall be identified and recognized as an agent specifically engaged by the Company for the sole purpose of providing in-home private personal care/companion sitter services for its clients.

c) Further, the Contractor shall not be entitled to participate in any of the Company's benefits, including without limitation any health or retirement plans. The Contractor shall not be entitled to any remuneration, benefits or expenses other than as specifically provided for in this Agreement.

d) **The Company shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax or other taxes or withholding for on behalf of the Independent Contractor or any other person consulted or employed by the Contractor in performing Services under this Agreement.** All such costs shall be the Contractor's responsibility.

e) **Contractor is not to subcontract provision or completion of contracted services to another party without notifying Company and obtaining permission prior to any engagement of services.**

f) **The Contractor shall not enter into any independent agreements with the client or responsible party.**

V. Proprietary Rights & Confidentiality

a) The Personal Care Assistant/Independent Contractor acknowledges that it has no right to or interest in any work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Personal Care Assistant/Independent Contractor in connection with such Services, nor any right to or interest in any copyright therein. The Personal Care Assistant/Independent Contractor acknowledges that the Services and the products thereof (the "Materials") are hereby assigned to the Company as "Works for Hire" and carry with it all of the rights inherent in the Copyright Laws.

b) In connection with the performance of Services hereunder, the Personal Care Assistant/Independent Contractor may be exposed to confidential and proprietary information of the Company, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary information shall be held in the strictest confidence and shall not be disseminated, shared, rebroadcast, posted or redistributed by the Personal Care Assistant/Independent Contractor without the expressed written consent of the Company.

c) The Personal Care Assistant/Independent Contractor shall not disclose or divulge information regarding or attempt to initiate contact with any client of the Company directly. All client records, information and service history are considered proprietary and confidential information of the Company and shall not be shared with any other party or used for any other purposes by the Personal Care Assistant/Independent Contractor other than in the direct provision of services.

d) The Personal Care Assistant/Independent Contractor shall not, without the prior written consent of the Company, use the Company's name in any advertising or promotional literature, or publish any articles relating to the Company, this Agreement or the Services outlined herein.

e) The Personal Care Assistant/Independent Contractor agrees to be bound by a non-compete agreement that prohibits the establishment of a competing company/organization within a period of 5 years.

VI. Terms

a) The Term of this Agreement shall commence on the date hereof and shall continue until the Independent Contractor satisfactorily completes performance of the Services (hereinafter the "Term").

b) This Agreement may be terminated by either party at any time during the Term for any reason upon written notice.

c) Upon termination by either party, Personal Care Assistant/Independent Contractor shall provide to Company any and all copies, in whole or in part, of the Materials and any and all tangible materials the Company provided to the Personal Care Assistant/Independent Contractor in connection with this Agreement.

d) This Agreement shall be governed under the laws of the state of South Carolina.

e) This shall constitute the entire Agreement between both parties and shall not be amended, changed or supplemented in any way except by written Agreement signed by both parties.

*What day and hours are you available to work?

Monday ✓ Tuesday ✓ Wednesday ✓ Thursday ✓ Friday ✓ Saturday ✓ Sunday ✓

*What areas are you available to work? (Example: City of Charleston, West Ashley, and North Charleston)

Summerville, Goose Creek, North Charleston

R312

~~R0300~~ 03/09/2017 11:40AM (GMT-05:00)

*List any Degrees, Training, or Education: (Ex. Certified Nursing Assistant, Patient Care Technician) Reflexology, Bartending, Casino Dealer

When can you begin working? ASAP

Have you ever been convicted of or pleaded guilty to any law violation (except speeding or parking violations)?
Yes___ No✓

If yes, give details _____
(A "Yes" answer does not automatically disqualify you from employment, because the nature of the offense, date, and the job for which you are applying will also be considered.)

Do you have a valid driver's license? Yes✓ No___ Do you have reliable transportation? Yes✓ No___

I hereby authorize Jeanette's Loving Care In-Home Provider to obtain for employment purposes a consumer report and/or a motor vehicle report, criminal background check, about me and to consider such reports when making decisions regarding my employment.

Give Three (3) references, NOT relatives:

Name: Linda Boyd
Address: Summerville, SC
Phone: _____ Alternate Contact No. _____

Name: Diamond Collins
Address: Fayetteville, NC
Phone: 240-488-5259 Alternate Contact No. _____

Name: Impress Moore
Address: Atlantic City, NJ
Phone: _____ Alternate Contact No. _____

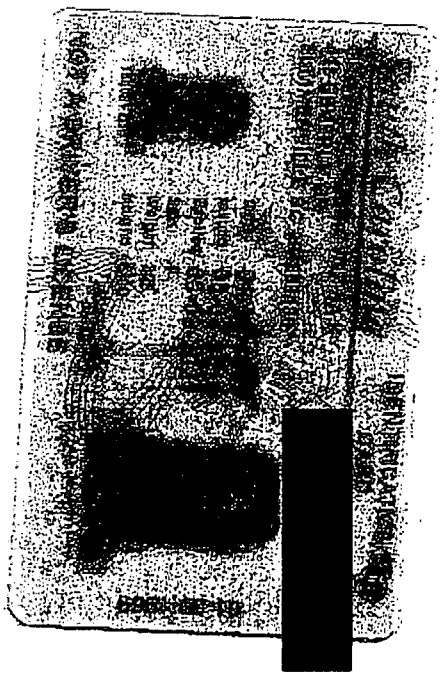
VII. Signatures

Personal Care Assistant/Independent Contractor:

Printed Name: Cynthia Kimberly Grayson
Signature: Cynthia Kimberly Gray Date: _____

Jeanette's Loving Care In-Home Provider:

Printed Name: Jeanette Vinson Title: Owner
Signature: Jeanette Vinson Date: _____



R314

~~R0302~~ 03/09/2017 11:40AM (GMT-05:00)

OFFICIAL BBB CRIMINAL REPORT

CRIMINALBACKGROUNDRECORDS.COM
An Information Enterprises™ Solution

PERSON INVESTIGATED
Name: [redacted]
Date of Birth:
SS#: [redacted]

Order Number: 481397
Order Date: 2/6/2017
Member: Not A Member

Please verify that the following record(s) are indeed the person you are investigating. If the record(s) below do not match the subject you are investigating, then there is No Records Found based on the search criteria you submitted.

YOUR ORDER

Instant Criminal Record Search State(s):
South Carolina

YOUR ORDER RESULTS

No Criminal Records Found

You are currently setup using our Standard Record Matching Algorithm.
If you want to change your search option parameters please contact customer service at:
service@criminalbackgroundrecords.com

We also searched the National Sex Offender Report and USA Most Wanted List with your order.

ADDITIONAL FREE SEARCH DESCRIPTIONS

National '50-State' Sex Offender Registry
National Sex Offender Public Registry provided by the United States Department of Justice (DOJ)

High-Risk Sex Offenders: All 50 States
Sexual Predators: Persons obtaining or seeking non-consensual sexual contact with another person and/or has committed sex crimes, such as rape or child sexual abuse. (including sexually violent offenders)
Department of Corrections: Convicted Sex Offenders who were under the supervision of the DOC.
Crimes Against Children: People convicted of, found guilty of or plead guilty to committing or attempting to commit sexual offenses and other crimes against children. (including kidnapping, felonious restraint and/or child abuse)

USA Most Wanted Criminals List
FBI Most Wanted Fugitive Search
US Marshals Most Wanted List

ANGELS SITTER SERVICE, LLC
520 FOLLY ROAD SUITE 324
CHARLESTON, SC 29412
PHONE: 843-212-6320
FAX: 888-848-8429

RAPID DRUG TESTS F [redacted]

DONOR'S NAME: [redacted]

SS#/ID: [redacted]

COMPANY'S NAME: Jeanette's Loving Care

Test Reason ☒ Pre-Employment ☐ Random ☐ Post Accident
☐ Return to Duty ☐ Follow Up ☐ Reasonable Cause ☐ Other

Temperature in Range of 90°F to 100°F ☒ Yes ☐ No Temperature: 96°

Notes: _____

Drugs Tested For:

Cocaine/COC	☒ Negative	☐ Positive
Opiates/OPI	☒ Negative	☐ Positive
Cannabis	☒ Negative	☐ Positive
PCP	☒ Negative	☐ Positive
Amphetamines/AMP	☒ Negative	☐ Positive

Donor's Signature: [redacted] Date: 1/15/17

Collector's Signature: [signature] Date: 1/15/2017

A copy of this test will be sent to your employer on file. Please check with your employer to get a copy.

PALMETTO ~~PRIMARY CARE~~ AND SPECIALTY
PHYSICIANS

PPD

[redacted]
01/30/1969

PPD placed on 02/06/2017

PPD read on 02/08/2017

Results 0 mm induration/ negative impression

John Sutterlin MD
843-553-4383

R317

~~R0305~~

(14890227) Cynathia Grayson

Profile | Current Strikes | Comments

Worker ID	14890227
Name	Cynathia K. Grayson
Social Security Number	[redacted]
Language for Authenticare	English
Nurse Supervisor	No
Strike Removal Date	10/22/2017
Start Date	10/22/2016
Termination Date	-
Services	Children's Personal Care Companion - Agency Personal Care I (Home Mgmt.) Personal Care II
Last Updated	12/22/2016 by Phoenix System
Created	10/23/2016

Mobile Devices

Number	Device ID	Last Updated By	Last Updated
301-640-8898	359563063305365	Jeanette's Loving Care In-Home Care Agency	11/13/2016 04:54PM

RN - [redacted]

Carolina Center for Occupational Health
Phone: (843) 554-1029

Patient: Vann, Florence Mack
Birthdate: 03/29/1957 Age: 58
Company: Angels Sitter Service
Company Contact: Florence Vann
Date of Service: 10/21/2015
Form: PPD

PPD Form

TB SKIN TEST SUMMARY SHEET

CCOH
Carolina Center for Occupational Health
4600 Goer Drive, Suite 205
Charleston, SC 29406
Phone: (843) 554-1029 Fax: (843) 554-1103

TB Skin Test Placement Results

1: Manufacturer: JHP Lot #: 760762022 Exp: 12/2016
Placed: 10/21/15 Loc: ☑ L ☐ R Forearm By: RT
Read: 10/23/15 Results: 0 mm By: Kristi Beary Vaughan, MD
Interpretation: ☑ Negative ☐ Positive

(For 2 step, 7 - 14 days after finished with first step):

2: Manufacturer: _____ Lot #: _____ Exp: _____
Placed: _____ Loc: ☐ L ☐ R Forearm By: _____
Read: _____ Results: _____ mm By: _____
Interpretation: ☐ Negative ☐ Positive

Action:
- ☐ Referred to Charleston County Health Department
- ☐ PPD not placed. Patient has a history of positive PPD in the past.
- ☐ Chest X-ray performed in CCOH office. Initial impression is the Chest X-ray is ☐ normal ☐ abnormal.

Comments:

SYMPTOMS

YES	NO		YES	NO	
☐	☑	Have you ever had a positive PPD	☐	☑	Chronic fatigue (>3 weeks)
☐	☑	Chronic cough (>3 weeks)	☐	☑	Coughing up sputum / blood
☐	☑	Shortness of breath	☐	☑	Poor appetite
☐	☑	Unexpected weight loss	☐	☑	Recurrent infections
☐	☑	Night sweats	☐	☑	Persistent low grade fever
☐	☑	Swollen neck glands	☐	☑	Chronic chest discomfort

I, _____, have read and understood the symptoms list for Tuberculosis. I understand that it is my responsibility to report any symptoms should they occur.

Patient signature: [redacted] Date: 10/21/2015

R319
~~R0307~~

Print this page

Board: Nursing

FLORENCE VANN
CHARLESTON, SC 29412-9359

License number: 29447
License type: RN
Original Issue Date: 01/01/1979
Expiration: 04/30/2018
Status: Active

Privilege To Practice: Multi-State

Board Public Action History:

View Orders | View Other License for this Person

No Orders Found

Individual listed above is in good standing with the SC Board of Nursing

File a Complaint against this licensee

LOW COUNTRY DRUG SCREENING, LLC
4600 GOER DRIVE, STE 205
NORTH CHARLESTON, SC 29406
PHONE: 843-747-3224
FAX: 843-554-1611

RAPID DRUG TESTS FOR:

Donor's Name: [redacted]

SSN/ID#: [redacted]

Company Name: Angels Sitter Services

COMPANY LOCATION #_____

Test Reason ☒Pre-employment ☐Random ☐Post-accident ☐Return to duty ☐Follow-up ☐Reasonable Cause ☐Other

Temperature in range of 90 to 100°F? ☒Yes ☐No Time: 1:05pm

Notes: 94°

DRUGS TESTED FOR	RESULTS (CHECK ONE)
Cocaine	☒NEGATIVE ☐POSITIVE
Opiates	☒NEGATIVE ☐POSITIVE
Marijuana	☒NEGATIVE ☐POSITIVE
PCP	☒NEGATIVE ☐POSITIVE
Amphetamines	☒NEGATIVE ☐POSITIVE

Donor's Signature [redacted] Date 12-01-15

Collector's Signature [signature] Date 12-01-15

OFFICIAL CBR CRIMINAL REPORT

CRIMINALBACKGROUNDRECORDS.COM
An Information Enterprises™ Solution

PERSON INVESTIGATED

Name: [redacted]
Date of Birth:
SS#:

Order Number: 481401
Order Date: 2/6/2017
Member: Not A Member

Please verify that the following record(s) are indeed the person you are investigating. If the record(s) below do not match the subject you are investigating, then there is No Records Found based on the search criteria you submitted.

YOUR ORDER

Instant Criminal Record Search State(s):
South Carolina

YOUR ORDER RESULTS

No Criminal Records Found

You are currently setup using our Standard Record Matching Algorithm.
If you want to change your search option parameters please contact customer service at service@criminalbackgroundrecords.com

We also searched the National Sex Offender Report and USA Most Wanted List with your order.

ADDITIONAL FREE SEARCH DESCRIPTIONS

National '50-State' Sex Offender Registry
National Sex Offender Public Registry provided by the United States Department of Justice (DOJ)

High-Risk Sex Offenders: All 50 States
Sexual Predators: Persons obtaining or seeking non-consensual sexual contact with another person and/or has committed sex crimes, such as rape or child sexual abuse. (including sexually violent offenders)
Department of Corrections: Convicted Sex Offenders who were under the supervision of the DOC.
Crimes Against Children: People convicted of, found guilty of or plead guilty to committing or attempting to commit sexual offenses and other crimes against children. (including kidnapping, felonious restraint and/or child abuse)

USA Most Wanted Criminals List
FBI Most Wanted Fugitive Search
US Marshals Most Wanted List

OFFICIAL CBR CRIMINAL REPORT

CRIMINALBACKGROUNDRECORDS.COM
An Information Enterprises™ Solution

PERSON IN
Name: [redacted]
Date of Birth:
SS#:

Order Number: 481007
Order Date: 1/27/2017
Member: Not A Member

Please verify that the following record(s) are indeed the person you are investigating. If the record(s) below do not match the subject you are investigating, then there is No Records Found based on the search criteria you submitted.

Record Details

South Carolina Criminal

Identity

Name: DEBORAH ANN SIMMONS
Offender Record ID: sc_dorchester_summaryViewSimmonsDeborahAnn1960000093837GZ
Age:
Eye color:
Hair Color:
Height:
Weight:
Race:
Gender:

Addresses

Other Address
Address: SUMMERVILLE, SC, 29483-3922

Cases

Case Number: 93837GZ
Jurisdiction: SC DORCHESTER COUNTY SUMMARY DOCKETS
Appealed From Lower Court: No
Filing Date: 2015-03-02
Type: CRIMINAL/TRAFFIC

Offenses

Description: ORDINANCE / INATTENTIVE DRIVING
Type:
Charge Date: 2015-03-02
Date Committed:
Date Ended:
Disposition: Description: FORFEITURE / CRIMINAL TRAFFIC

Charges

Date: 2015-03-02
Number: 182052847
Description: ORDINANCE / INATTENTIVE DRIVING

Courts

Please send questions or inquires regarding this order (including order number) to:

Click Here to view order receipt

OFFICIAL CBR CRIMINAL REPORT

CRIMINALBACKGROUNDRECORDS.COM
An Information Enterprises® Solution

PERSON INVESTIGATED

Name: [redacted]
Date of Birth: [redacted]
SS#: [redacted]

Order Number: 472571
Order Date: 6/2/2016
Member: Not A Member

Please verify that the following record(s) are indeed the person you are investigating. If the record(s) below do not match the subject you are investigating, then there is No Records Found based on the search criteria you submitted.

YOUR ORDER

Instant Criminal Record Search State(s):
South Carolina

YOUR ORDER RESULTS

No Criminal Records Found

You are currently setup using our Standard Record Matching Algorithm.
If you want to change your search option parameters please contact customer service at:
service@criminalbackgroundrecords.com

We also searched the National Sex Offender Report and USA Most Wanted List with your order.

ADDITIONAL FREE SEARCH DESCRIPTIONS

National 50 State' Sex Offender Registry
National Sex Offender Public Registry provided by the United States Department of Justice (DOJ)

High Risk Sex Offenders:	All 50 States
Sexual Predators:	Persons obtaining or seeking non consensual sexual contact with another person and/or has committed sex crimes, such as rape or child sexual abuse. (including sexually violent offenders)
Department of Corrections:	Convicted Sex Offenders who were under the supervision of the DOC.
Crimes Against Children:	People convicted of, found guilty of or plead guilty to committing or attempting to commit sexual offenses and other crimes against children. (Including kidnapping, felonious restraint and/or child abuse)

USA Most Wanted Criminals List
FBI Most Wanted Fugitive Search
US Marshals Most Wanted List
US Secret Service Most Wanted List
US Department of Public Safety Search
(Not all US States are included)

When you are finished viewing and printing your order, click here to place another order
No Records Found.

Copyright 2003 2016 All Rights Reserved by Information Enterprises, Inc.
Contact CriminalBackgroundRecords.com Privacy Terms of Use

PROVIDER Jeanette's Loving Care

Professional Private Home Care Provider www.comjlclovingcare.com

Independent Contractor Service Agreement

The following Agreement outlines the parameters of the relationship between Jeanette's Loving Care In-Home Provider and the Independent Contractor ("Personal Care Assistant/Companion Sitter") identified below. All provisions of this agreement are listed below. Any addendums or modifications must be provided in writing. This executed agreement shall serve as a contract for services between **Jeanette's Loving Care In-Home** Provider and the Independent Contractor for services as outlined.

I. Independent Contractor Information

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ Email: _____

SS#: _____ DOB: _____

II. Services

The Independent Contractor listed above is being engaged to provide the following services to are **Jeanette's Loving Care In-Home Provider:**

- *providing in-home private personal care/companion sitter services to individual clients—(may include, but not limited to: preparing light meals, bathing, light housework/cleaning, transportation to appointments, grocery shopping, laundry services, and other duties on an individual basis)*

III. Compensation

a) Independent Contractors are compensated on a per-assignment basis and will be informed of the rate of pay upon presentation of the assignment. The rate of pay will be hourly.
b) Payment for services will be processed and remitted based on submission of Weekly Timesheet (If applicable) and Contractor Service Logs certifying completion of hours/services.
c) Time sheets and logs are due to the Company Thursday morning of each week.
d) Pay period is Thursday to Wednesday, unless otherwise negotiated.
e) Pay dates are on Fridays of each week.
f) Payment for services shall be made to Contractor by direct deposit, unless otherwise negotiated.
g) The Company will not reimburse Contractor for any personal expenses incurred in the performance of the Services.
h) Contractor acknowledges and agrees that, except as provided in this Section III, he/she shall not be entitled to, and the Company shall not be obligated to pay any monies or other compensation for the Services provided and rights granted under this Agreement.
i) Contractors will be reimbursement for mileage for transport or errands only if it is approved by RN Supervisor.

IV. Independent Contractor Relationship

a) The Personal Care Assistant/Companion Sitter agrees to perform the Services mentioned in this Agreement solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise or relationship of employer and employee between the parties.
b) The Contractor is not authorized to enter into or commit the Company to any agreements, and the Contractor shall not represent itself as the agent or legal representative of the Company. Instead, the

Contractor shall be identified and recognized as an agent specifically engaged by the Company for the sole purpose of providing in-home private personal care/companion sitter services for its clients.

c) Further, the Contractor shall not be entitled to participate in any of the Company's benefits, including without limitation any health or retirement plans. The Contractor shall not be entitled to any remuneration, benefits or expenses other than as specifically provided for in this Agreement.

d) **The Company shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax or other taxes or withholding for on behalf of the Independent Contractor or any other person consulted or employed by the Contractor in performing Services under this Agreement.** All such costs shall be the Contractor's responsibility.

e) **Contractor is not to subcontract provision or completion of contracted services to another party without notifying Company and obtaining permission prior to any engagement of services.**

f) **The Contractor shall not enter into any independent agreements with the client or responsible party.**

V. Proprietary Rights & Confidentiality

a) The Personal Care Assistant/Independent Contractor acknowledges that it has no right to or interest in any work or product resulting from the Services performed hereunder, or any of the documents, reports or other materials created by the Personal Care Assistant/Independent Contractor in connection with such Services, nor any right to or interest in any copyright therein. The Personal Care Assistant/Independent Contractor acknowledges that the Services and the products thereof (the "Materials") are hereby assigned to the Company as "Works for Hire" and carry with it all of the rights inherent in the Copyright Laws.

b) In connection with the performance of Services hereunder, the Personal Care Assistant/Independent Contractor may be exposed to confidential and proprietary information of the Company, whether or not so identified (including without limitation this Agreement). All such confidential and proprietary information shall be held in the strictest confidence and shall not be disseminated, shared, rebroadcast, posted or redistributed by the Personal Care Assistant/Independent Contractor without the expressed written consent of the Company.

c) The Personal Care Assistant/Independent Contractor shall not disclose or divulge information regarding or attempt to initiate contact with any client of the Company directly. All client records, information and service history are considered proprietary and confidential information of the Company and shall not be shared with any other party or used for any other purposes by the Personal Care Assistant/Independent Contractor other than in the direct provision of services.

d) The Personal Care Assistant/Independent Contractor shall not, without the prior written consent of the Company, use the Company's name in any advertising or promotional literature, or publish any articles relating to the Company, this Agreement or the Services outlined herein.

e) The Personal Care Assistant/Independent Contractor agrees to be bound by a non-compete agreement that prohibits the establishment of a competing company/organization within a period of 5 years.

VI. Terms

a) The Term of this Agreement shall commence on the date hereof and shall continue until the Independent Contractor satisfactorily completes performance of the Services (hereinafter the "Term").

b) This Agreement may be terminated by either party at any time during the Term for any reason upon written notice.

c) Upon termination by either party, Personal Care Assistant/Independent Contractor shall provide to Company any and all copies, in whole or in part, of the Materials and any and all tangible materials the Company provided to the Personal Care Assistant/Independent Contractor in connection with this Agreement.

d) This Agreement shall be governed under the laws of the state of South Carolina.

e) This shall constitute the entire Agreement between both parties and shall not be amended, changed or supplemented in any way except by written Agreement signed by both parties.

*What day and hours are you available to work?

Monday _____Tuesday _____Wednesday _____ Thursday _____ Friday _____Saturday _____ Sunday _____

*What areas are you available to work? (Example: City of Charleston, West Ashley, and North Charleston)

_____

*List any Degrees, Training, or Education: (Ex. Certified Nursing Assistant, Patient Care Technician)

_____

_____

_____

When can you begin working? _____

Have you ever been convicted of or pleaded guilty to any law violation (except speeding or parking violations)?
Yes___ No___

If yes, give details _____
(A "Yes" answer does not automatically disqualify you from employment, because the nature of the offense, date, and the job for which you are applying will also be considered.)

Do you have a valid driver's license? Yes ___ No ___ Do you have reliable transportation? Yes ___ No ___

I hereby authorize **Jeanette's Loving Care In-Home Provider** to obtain for employment purposes a consumer report and/or a motor vehicle report, **criminal background check**, about me and to consider such reports when making decisions regarding my employment.

Give Three (3) references, **NOT** relatives:

Name: _____

Address: _____

Phone: _____ **Alternate Contact No.** _____

Name: _____

Address: _____

Phone: _____ **Alternate Contact No.** _____

Name: _____

Address: _____

Phone: _____ **Alternate Contact No.** _____

VII. Signatures

Personal Care Assistant/Independent Contractor:

Printed Name: _____

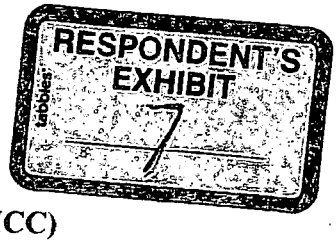
Signature: _____ Date: _____

Jeanette's Loving Care In-Home Provider:

Printed Name: _____ Title: _____

Signature: _____ Date: _____

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES



MEDICAID SCOPE OF SERVICES FOR PERSONAL CARE II (PC II), HASCI ATTENDANT CARE, HASCI RESPITE and MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

A. Objectives

The objectives of the PC II/HASCI Attendant and HASCI Respite services are to restore, maintain, and promote the health status of Medicaid Home and Community-Based waiver participants through home support, medical monitoring, escort/transportation services, and assistance with activities of daily living.

FOR MCC Respite: Services may be provided in the home setting and/or natural environment.

B. Conditions of Participation

1. Agencies desiring to be a provider of PC II/HASCI Attendant and HASCI Respite services must have demonstrated experience in in-home personal care services or a similar service. For providers contracting after July 1, 2011, the owner or administrator of the agency must have at least three (3) years of administrative experience in the health care field. If the owner will also be the administrator, he/she is required to have at least three (3) years of administrative experience in the health care field.

2. Agencies must have certified evidence of not less than $10,000.00 operating capital. This capital is required so that the provider agency has the capability to operate for a minimum of 60 days in the event Medicaid reimbursement is delayed or withheld for any reason. Certified evidence of operating capital includes, but is not limited to, a written statement from an officer of a financial institution or a certified accountant; a copy of your most recent bank statement must be included. Operating capital will be verified prior to initiating a contract and periodically during the contract period.

3. Pursuant to enactment and implementation of S.C. § Code 44-70-10 all providers of personal care services will require a license to provide personal care services. Providers who are not licensed by the South Carolina Department of Health and Environmental Control will not be allowed to enroll as a Medicaid provider for these services.

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

4. Provider agencies must be housed in an office that is in a commercial zone. Any agency not housed within a commercial location must be prior approved by SCDHHS to enroll as a personal care provider. Requirements for agencies not in commercial locations include all of the following:

   a. Has a county/municipal zoning permit to operate a business in a residential setting if required

   b. Holds appropriate business licenses·

   c. Meets applicable county/municipal, mixed-use zoning guidelines for a home-based business in a primarily residential neighborhood

   d. Has a business entrance door which is separate from a residential living area

   e. Uses office space devoted entirely for the business; space must be enclosed and have a locking door which uses a different key from other locks in the home

   f. Has an outside business sign conforming to county/municipal sign and zoning codes for its neighborhood

   g. Providers who are out of compliance with these requirements will have thirty (30) days to come into compliance. Failure to do so will result in contract termination.

5. Agencies must utilize the automated systems mandated by South Carolina Department of Health and Human Services (SCDHHS) Community Long Term Care (CLTC) Division to document and bill for the provision of services.

6. Providers must accept or decline referrals from SCDHHS or South Carolina Department of Disabilities and Special Needs (SCDDSN) within two (2) working days. Failure to respond will result in the loss of the referral.

7. The provider must verify the participant's Medicaid eligibility when it accepts an authorization and monthly thereafter to ensure continued eligibility. Agencies can verify Medicaid eligibility for CLTC participants in the Phoenix Provider Portal on their dashboard. Providers should also refer to Section 1 of this provider manual for additional information on eligibility determination.

8. Providers may use paperless filing systems. Provider must obtain approval from CLTC Central Office prior to initiating electronic documentation and/or filing

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

systems. Electronic records must be made available upon request, and providers must have a reliable back-up system in the event their computer system shuts down.

9. The provider must agree to use any Competency Test provided by CLTC.

C. Description of Services to be Provided

1. The unit of service is one (1) hour of direct PC II/HASCI Attendant care service/HASCI Respite provided in the participant's place of residence and/or natural environment for MCC participants. PC II/HASCI Attendant, and/or HASCI Respite may be provided in other locations when the participant's record documents the need and when prior approved by the Case Manager/Service Coordinator (CM/SC). Services are not allowed when the participant is in an institutional setting and/or ADHC setting. The amount of time authorized does not include provider transportation time to and from the participant. Services provided without a current, valid authorization are not reimbursable.

2. The number of units and services provided to each participant are dependent upon the individual participant's needs as set forth in the participant's Service Plan/Authorization. If it is determined that a participant requires more than one aide for lifting, transfers, etc., this must be prior approved by SCDHHS/SCDDSN.

3. When services are authorized for more than one SCDHHS/SCDDSN participant in the same home, the provider must document and deliver the total amount of hours authorized for each participant. For example if both participants are authorized for two (2) hours of PCII per day; the aide must provide a total of four (4) hours per day in the home or natural environment for MCC.

4. **Under no circumstances will any type of skilled medical service be performed by an aide.** HASCI Attendants and/or HASCI Respite caregivers may provide skilled services as authorized by the county DSN Board Service Coordinator. All skilled needs for HASCI services are determined by RN delegation.

5. Services to be provided include:

   a. Support for activities of daily living, e.g.,
   - eating
   - bathing (bed bath, bench shower, sink bath)
   - personal grooming including dressing
   - personal hygiene

- provide skin care (applying lotion, oil, etc.)
- meal planning and preparation
- assisting participants in and out of bed
- repositioning participants as necessary
- assisting with ambulation
- toileting and maintaining continence

b. Home support, e.g.,
-cleaning
-laundry
-shopping
-home safety
-errands

c. Monitoring of the participant's condition e.g., the type of monitoring that would be done by a family member such as monitoring temperature, checking pulse rate and observation of respiratory rate.

d. Monitoring medication (for example, informing the participant that it is time to take medication as prescribed by his, or her, physician and as written directions on the box, or bottle, indicate). **The aide cannot administer the medicine**; however, this does not preclude the aide from handing the medicine container to the participant.

e. Escort services when necessary. Transportation may be provided when necessary and included in the participant's Service Plan/Authorization. The provision of transportation is optional and will depend on the provider's policy in this regard.

f. Strength and balance training.

D. Staffing

1. The provider must provide all of the following staff members; supervisory nurses may be provided through subcontracting arrangements:

a. A registered nurse(s) (RN) or licensed practical nurse(s) (LPN) who meets the following requirements:

i. Currently licensed by the S.C. State Board of Nursing

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

ii. Capable of evaluating the aide's competency in terms of his or her ability to carry out assigned duties and his/her ability to relate to the participant

iii. Able to assume responsibility for in-service training for aides by individual instruction, group meetings or workshops

iv. Must have had background and/or training on the complex treatment issues regarding the care of the head and spinal cord injured

v. Provider will verify nurse licensure at time of employment and will ensure that the license remains active and in good standing at all times during employment. Provider must maintain a copy of the current license in the employee's personnel file. Nurse licensure can be verified at the State Board of nursing website

http://www.llr.state.sc.us/pol.asp

b. Aides who meet the following minimum qualifications:

i. Able to read, write, and communicate effectively with participant and supervisor

ii. Able to use the Care Call IVR system

iii. Capable of assisting with the activities of daily living

iv. Capable of following a care plan with minimal supervision.

v. Have a valid driver's license if transporting participants. The provider must ensure the employee's license is valid while transporting any participants by verifying the official highway department driving record of the employed individual initially and every two (2) years during employment. Copies of the initial and subsequent driving records must be maintained in the employee's personnel file.

vi. Are at least 18 years of age

vii. Have passed competency testing or successfully completed a competency training and evaluation program performed by an RN

or LPN prior to providing services to Home and Community-Based waiver participants. The competency evaluation must contain all elements of the PC II services in the Description of Services listed above. The competency training should also include training on appropriate record keeping and ethics and interpersonal relationships.

If an LPN performs the competency evaluation, the LPN must be supervised by an RN and report all competency evaluation results to the RN supervisor. The LPN and the supervising RN, as a confirmation of the delegation of this responsibility, must sign and date the form. All signatures must be original, signature stamps are not acceptable.

Proof of the competency evaluation must be recorded and filed in the personnel record prior to the aide providing care to waiver participants. The Division of CLTC has developed a form called "Competency Evaluation Documentation" form which must be used to document the competency evaluation results. The CLTC form may be obtained from the CLTC Central Office or on our website at:

http://www1.scdhhs.gov/openpublic/insidedhhs/bureaus/BureauofLongTermCareServices/pc_2.asp

All aides including those who are Certified Nursing Assistant's (CNA), are required to complete the competency testing or training and evaluation outlined above.

viii. Have a minimum of ten (10) hours relevant in-service training per calendar year (The annual ten-hour requirement will be on a pro-rated basis during the aide's first year of employment). Documentation shall include topic, name and title of trainer, training objectives, outline of content, length of training, list of trainees, and location. This documentation will be maintained in an annual in-service manual for all employees. In addition, each staff member's personnel file must contain a summary of their in-service training for the year.

The summary must include the date of the training, the subject or title of the training and the total number of in-service hours earned. Topics for specific in-service training may be mandated by

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

SCDHHS CLTC Division. In-service training may be furnished by the nurse supervisor while the aide is furnishing care to the participant. Additional training may be provided as deemed necessary by the Provider. All instructor- led and self- study training programs, not on the prior approved list must be approved for content and credit hours by SCDHHS prior to being offered. Self-study training hours may not exceed six of the ten in-service annual training hours. The Provider shall submit proposed programs not on the prior approved list to the SCDHHS CLTC Central Office at least forty-five (45) days prior to the planned implementation. All approved training topics are at the SCDHHS agency website:

http://www1.scdhhs.gov/openpublic/insidedhhs/bureaus/BureauofLongTermCareServices/pc_2.asp

ix. Aides must complete a training program in the following areas:

- Confidentiality, accountability and prevention of abuse and neglect
- Fire safety/disaster preparedness related to the specific location of services
- First aid for emergencies, monitoring medications, and basic recognition of medical problems
- Documentation and record keeping
- Ethics and interpersonal relationships
- Orientation to traumatic brain injury, spinal cord injury and similar disability
- Training in lifting and transfers

2. Agency staff may be related to participants served by the agency within limits allowed by the South Carolina Family Caregiver Policy. The following family members cannot be a paid caregiver:

a. The spouse of a Medicaid participant;

b. A parent of a minor Medicaid participant;

c. A step parent of a minor Medicaid participant;

d. A foster parent of a minor Medicaid participant;

e. Any other legally responsible guardian of a Medicaid participant

Family members who are primary caregivers will not be reimbursed for HASCI Respite and MCC Respite services. All other qualified family members can be reimbursed for their provision of PCI, PCII and HASCI Attendant Care.

3. PPD Tuberculin Test

Please refer to Department of Health and Environmental Control (DHEC) website, Regulation 61-75 – Standards for Licensing page 11 of 36 section b. 1-6 for PPD Tuberculin test requirements.

http://www.scdhec.gov/health/licen/hladcinfo.htm

Providers needing additional information should contact the Tuberculosis Control Division, Department of Health and Environmental Control, 1751 Calhoun Street, Columbia, SC 29201, phone (803) 898-0558.

4. Individual records must be maintained that document that each staff member has met all staffing requirements.

5. A criminal background check is required for all potential employees to include employees who will provide direct care to SCDHHS/SCDDSN participants and all administrative/office employees (office employees required to have background checks include: administrator, office manager, nurse supervisor, and persons named on organizational chart in management positions). All criminal background checks must include all data for the individual with no less than a ten (10) year timeframe being searched. The criminal background check must include statewide data. The statewide data must include South Carolina and any other state or states the worker has resided in within the prior ten years. Potential employees with felony convictions within the last ten (10) years cannot provide services to SCDHHS/SCDDSN participants or work in an administrative/office position. Potential employees with non-violent felonies dating back ten (10) or more years can provide services to SCDHHS/SCDDSN participants under the following circumstances:

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

- Participant/responsible party must be notified of the aide's criminal background, i.e., felony conviction, and year of conviction;

- Provider must obtain a written statement, signed by the participant/responsible party acknowledging awareness of the aide's criminal background and agreement to have the aide provide care; this statement must be placed in the participant record.

Potential administrative/office employees with non-violent felony convictions dating back ten (10) or more years can work in the agency at the provider's discretion.

Hiring of employees with misdemeanor convictions will be at the provider's discretion. Employees hired prior to July 1, 2007 and continuously employed since then will not be required to have a criminal background check.

6. Providers will be required to check the CNA registry and the Office of Inspector General (OIG) exclusions list periodically for all staff. A copy of the search results page must be maintained in each employee's personnel file. Anyone appearing on either of these lists is not allowed to provide services to Waiver participants or participate in any Medicaid funded programs. The website addresses are listed below:

CNA Registry - www.pearsonvue.com
OIG Exclusions List - http://www.oig.hhs.gov/fraud/exclusions.asp

E. Conduct of Service

The provider must maintain documentation showing that it has complied with the requirements of this section.

1. The provider must obtain a Service Plan/Authorization for PCII/HASCI Attendant care, HASCI Respite or MCC Respite services from the CM/SC or CC. The authorization will designate the amount, frequency and duration of service for participants in accordance with the participant's Service Plan/Authorization. The provider must obtain an updated SCDHHS CLTC Service Plan from the case manager yearly. CLTC Service plans are updated in Phoenix and available on the provider's dashboard; the current and annual service plans must be printed and placed in the participant's record. The provider will receive new authorizations only when there is a change to the authorized service amount, frequency or duration. The provider must adhere to those duties which are specified in the Service Plan/SCDDSN/HASCI/MCC Authorization in developing the provider

task list. This provider task list must be developed by an RN or LPN. If the provider identifies PC II/HASCI Attendant HASCI Respite, or MCC Respite service duties that would be beneficial to the participant's care but are not specified in the Service Plan/SCDDSN/HASCI/MCC Authorization, the provider must contact the CM/SC or CC to discuss the possibility of having these duties included in the Service Plan/SCDDSN/HASCI/MCC Authorization. The CM/SC or CC will make the decision as to whether the Service Plan/Authorization should be amended to include the additional service duty. This documentation will be maintained in the participant files. For CLTC, SCDDSN and MCC participants, no skilled services may be performed by an aide except as allowed by the Nurse Practice Act and prior approved by a licensed physician. For HASCI participants, skilled services may be performed if authorized by the Service Coordinator and overseen by RN or LPN delegation.

2. As part of the conduct of service, PC II/HASCI Attendant, HASCI Respite, and/or MCC Respite services must be provided under the supervision of an RN or LPN who meets the requirements as stated in this Scope and who will:

   a. Visit the participant's home prior to the start of PC II/HASCI Attendant, HASCI Respite and/or MCC Respite services. This visit by the provider's nurse must be recorded in Care Call from the participant's home at the time of the visit and documented in the record. If the participant has already been receiving another similar service (i.e. personal care I) a new initial visit is required prior to the start date of personal care II service. The purpose of this visit is to:

      i. Review the Service Plan/Authorization and develop a task list for the aide. (This task list must be developed prior to the provision of PC II/HASCI Attendant, HASCI Respite or MCC Respite services.)

      ii. Give the participant written information regarding advanced directives; the participant is required to sign and date a statement that they have received this information; the nurse supervisor is also required to sign and date the statement.

      vii. Inform participants of their right to complain about the quality of PC II/HASCI Attendant, HASCI Respite or MCC Respite services provided; the participant is required to sign and date a statement that they have received this information; the nurse supervisor is also required to sign and date the statement.

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

The nurse supervisor will give participants information about how to register a complaint. Complaints against aides must be investigated by the provider and appropriate action taken. Documentation must be maintained in the participant and aide's file.

b. Nurse supervisors and/or aides may not discuss services authorized by SCDHHS or SCDDSN with the participant. If participants of any waiver ask about either the level of service they are receiving or the different services offered in one of the waivers the nurse supervisor and/or aide must refer that participant back to their case manager/service coordinator for additional information.

c. Be accessible by phone and/or beeper during any hours services are being provided under this contract. If the nurse supervisor position becomes vacant, SCDHHS must be notified no later than the next business day.

d. Provide and document supervision of, training for, and evaluation of aides.

e. Make a supervisory visit to the participant's place of residence within thirty (30) days after the PC II/HASCI Attendant service is initiated.

f. After the thirty (30) day supervisory visit, make a supervisory visit to the participant's place of residence at least once every four months for each participant. Four (4) month supervisory visits must be conducted by the end of the fourth month. The aide must be present during at least one of the supervisory visits during each 12 month period. For the HASCI Attendant care service, all supervisory visits scheduled will be arranged in consultation with the DSN Board Service Coordinator and documented in the participant record. For SCDHHS/SCDDSN participants, supervisory visits, including the initial visit, must be documented in the participant record and recorded in Care Call, for CLTC only, from the participant's home at the time of the visit. In the event the participant is inaccessible during the time the supervisory visit would have normally been made, the visit must be completed within five (5) working days of the resumption of PC II/HASCI Attendant services. The supervisor's report of the on-site visits must include, at a minimum:

i. Documentation that services are being delivered consistent with the Service Plan/Authorization;

ii. Documentation that the participant's needs are being met;

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

iii. Reference to any complaints which the participant or family member/responsible party has lodged;

iv. A brief statement regarding any changes in the participant's service needs; and,

v. Supervisor's original signature and date. Signature stamps are not acceptable.

g. Assist aides as necessary as they provide individual personal care services as outlined by the Service Plan/Authorization. Any supervision given must be documented in the individual participant's record.

3. Documentation of all supervisory visits must be filed in the participant's record within thirty (30) days of the date of visit.

Supervisory visits should be conducted as necessary if there are indications of substandard performance by the aide.

If there is a break in service which lasts more than sixty (60) days, the supervisor must complete a new initial visit when services are resumed. If the participant's condition changes enough to warrant a new service plan, the supervisor must update the task sheet to reflect the new duties.

4. The provider must maintain an individual participant record which documents the following:

a. The provider will initiate PC II/HASCI Attendant, HASCI Respite and/or MCC Respite services on the date negotiated with the CM/SC or CC and indicated on the Medicaid authorization. Services must not be provided prior to the authorized start date and must be provided according to the schedule as indicated on the Service Plan/Authorization.

b. The provider will notify the CM/SC or CC within two (2) working days of the following:

i. Participant's condition has changed and the Service Plan/Authorization no longer meets participant's needs or the participant no longer appears to need PC II/HASCI Attendant, HASCI Respite or MCC Respite services.

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

ii. Participant is institutionalized, dies or moves out of the service area.

iii. Participant no longer wishes to receive PC II/HASCI Attendant, HASCI Respite or MCC Respite services.

iv. Knowledge of the participant's Medicaid ineligibility or potential ineligibility.

c. The provider will maintain a record keeping system which documents:

i. **For SCDHHS (CLTC) and MCC participants:** The delivery of services in accordance with the SCDHHS CLTC Service Plan. The provider shall not ask the participant/responsible party to sign any log or task sheet. The task sheet must be reviewed, signed, with original signature (signature stamps are not acceptable), and dated every two weeks by the supervisor. Task sheets must be filed in the participant's record within 30 days of service delivery.

Services provided by the personal care aide must also be documented in Care Call at check out.

ii. Task sheets/Daily logs can include multiple services on the same sheet as long as the services can be easily identified and tasks performed can be distinguished. For example if a participant receives PCII and PCI services, both can be documented on the same sheet as long as each service can be easily identified.

iii. **For SCDDSN participants:** The delivery of services and units provided must be in accordance with the Authorization. The provider will maintain daily logs reflecting the PCII/HASCI Attendant and/or HASCI Respite services provided by the aides for the participants and the actual amount of time expended for the service. The daily logs must be initialed daily by the participant or family member and the aide, and must be signed weekly by the participant or family member and signed with original signature (signature stamps are not acceptable), and dated by the supervisor at least once every two weeks. Daily logs must be filed in the participant's record within 30 days of service delivery. Daily logs must be made available to SCDHHS/SCDDSN upon request.

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

iv. All active participant records must contain at least two (2) years of documentation to include task sheets, service plans, supervisory visit documentation, any complaints, etc. Per Medicaid policy all records must be retained for at least five (5) years. Active records must contain **all** authorizations.

d. **For SCDHHS (CLTC) and MCC participants:** For all instances in which a participant did not receive an authorized daily service, providers must indicate on the Care Call web site the reason why the service was not delivered. The provider must do this both when the provider was unable to complete the visit and when the participant was not available to receive the visit. For each week in which there are missed visits, the provider must indicate the reason on the web site by the close of business the following week. A missed visit report is not required for SCDDSN/HASCI/MCC participants.

e. Whenever two consecutive attempted or missed visits occur, the local SCDHHS/SCDDSN office must be notified. An attempted visit is when the aide arrives at the home and is unable to provide the assigned tasks because the participant is not at home or refuses services. A missed visit is when the provider is unable to provide the authorized service. These instances must be documented in the participant record as well as in Care Call.

5. Providers must adhere to all Care Call and Phoenix policies and procedures as indicated in the Phoenix IVR Provider User Guidelines, which can be obtained from the Phoenix Provider portal (https://providers.phoenix.scdhhs.gov) in the Help section.

F. Children's Personal Care Requirements

The requirements listed in this section are in addition to the requirements as listed in this scope for PCII services. Children's PC services are reimbursable when the following conditions are met:

1. Child is under age 21

2. Provided in the participant's place of residence

3. Authorized by SCDHHS/SCDDSN

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

The CM/SC will determine the need for personal care services and develop a service plan that outlines the child's needs. This service plan will only be updated as needed.

Children's Personal Care services must be supervised by a Registered Nurse (RN).

G. Compliance Review Process

The SCDHHS Division of Long Term Care Waiver Management, Provider Compliance Department has developed this policy for clarification of the provider compliance process. The policy gives detailed information on how provider compliance sanctions are implemented. Provider reviews receive a score based on a sanctioning scale; review scores will determine if the provider will receive a sanction and if so, the level of the sanction. The sanction scoring process was developed to ensure that reviews are equitable and for providers to know what to expect when they are reviewed.

The following chart outlines how reviews are scored:

Sanction Level

- Provider compliance review questions in the Scope of Services are classified into three classes, based on (1) the significance of the question regarding to the services, and (2) the potential influences on providers and participants if the requirement was not met. See the example below:

Severity Level: 1=less serious, 2 = serious, 3 = very serious

Client Service Questions	Possible Answers	Severity Level
Was supervisory visit made within 30 days after PC II services initiated?	Y, N, NA	3
Was the initial supervisory visit documented in Care Call?	Y, N, NA	3
Does provider maintain individual client records?	Y, N	2
Did provider give participant written information regarding advanced directives?	Y, N, NA	1

There are five types of sanctions:

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

- Plan of Correction – This is the lowest sanction and indicates the provider is in substantial compliance with the contractual requirements. The provider will be required to submit a plan of correction outlining the deficiency (ies), the detailed plan to correct the deficiency and the effective date the plan will be implemented.

- 30-day suspension – At this level, new referrals are suspended for thirty (30) days. The provider will also be required to submit a plan of correction. If the plan of correction is approved, the suspension is automatically lifted at the end of the 30-day period. If the corrective action plan is not approved, the Provider will be given an additional ten (10) business days to submit another corrective action plan for review and approval; the suspension will remain in place until an approved corrective action plan is received. If the second submitted corrective action plan is not approved, the provider contract will be terminated.

- 60-day suspension – At this level, new referrals are suspended for sixty (60) days. The provider will also be required to submit a plan of correction. If the plan of correction is approved, the suspension is automatically lifted at the end of the 60-day period. If the corrective action plan is not approved, the Provider will be given an additional ten (10) business days to submit another corrective action plan for review and approval; the suspension will remain in place until an approved corrective action plan is received. If the second submitted corrective action plan is not approved, the provider contract will be terminated.

- 90-day suspension – Indicates serious and widespread deficiencies, new referrals are suspended for ninety (90) days. The 90-day suspension of new referrals will only be lifted after an acceptable plan of correction is received. If the corrective action plan is not approved, the Provider will be given an additional ten (10) business days to submit another corrective action plan for review and approval; the suspension will remain in place until an approved corrective action plan is received. If the second submitted corrective action plan is not approved, the provider contract will be terminated. In addition, an acceptable follow-up review visit may be conducted if warranted.

- Termination – Indicates a final review score of four hundred (400) or more points, very serious and widespread deficiencies, generally coupled with a history of bad reviews three (3) consecutive reviews that receive suspension of new referrals)

Providers who have two (2) consecutive reviews that result in suspension of new referrals, will be terminated if the third consecutive review has a final score that would result in a suspension of new referrals (100 and above).

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

We have developed a system to score reviews based on the percentage of the identified deficiency and number of participants surveyed. Following is an outline of how reviews will be scored:

Calculating process

- The level of sanction will be decided based on the total score of the provider's current review and the provider's review history, which is converted from the deficiency percentage.
- Every 5% deficiency counts for 1 point in each class; the total score comes from the total points from each level.
- Since each level has different severity, multiple points will be added on each class's score. Final score = level 3 = unweighted points x 3 + level 2 = unweighted basic points x 2+ level 1 = unweighted points x 1

Example:

Level	Deficiency percentage	Basic points	Final points
Level 1 (less serious)	28%	5	5x1=5
Level 2 (serious)	20%	4	4x2=8
Level 3 (major)	35%	7	7x3=21
Final Score			34

Based on the total score a sanction level is determined. If a provider has no deficiencies, they will not be subject to a sanction. Below is a chart that illustrates the sanction that will be imposed based on the final review score:

Score Scale & Sanction Level

Sanction Type	Final score	With Good History*
Correction Plans	0-99	0-149
30 Days Suspension	100-199	150-249
60 Days Suspension	200-299	250-349
90 Days Suspension	300-399	350-449
Termination	>400	>450

Good History is determined based on previous review scores. For example, if a provider's previous review had a total score of **50** and their current review has a score of **120**, the sanction for the current review will be corrective action rather than 30-day suspension based on the previous review score.

R345

~~R0333~~

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

Scores are automatically calculated using a computer generated compliance review program.

Provider records will be reviewed periodically at the provider's office. Onsite visits are un-announced. If the reviewer (CLTC, Program Integrity or other government entity) arrives at the provider's office to conduct a survey and no one is there, the following sanctions will be imposed:

- First time – thirty (30) day suspension of new referrals
- Second time – ninety (90) day suspension of new referrals
- Third time – contract termination

G. Administrative Requirements

1. The provider must inform SCDHHS of the provider's organizational structure including the Provider personnel with authority and responsibility for employing qualified personnel, ensuring adequate staff education, in-service training and employee evaluations. The provider agency shall notify SCDHHS within three (3) working days in the event of a change in the agency administrator, address, phone number or an extended absence of the agency administrator.

2. The provider must provide SCDHHS with a written document showing the organization, administrative control and lines of authority for the delegation of responsibility down to the hands-on participant care level staff at contract implementation. The document should include an organizational chart including names of those currently in the positions. Revisions or modifications to this organizational document must be provided to SCDHHS. It is recommended that this document be readily accessible to all staff.

3. Administrative and supervisory functions shall not be delegated to another agency or organization.

4. The provider agency shall acquire and maintain for the duration of the contract liability insurance and worker's compensation insurance as provided in Article IX, Section D of the Contract. The provider is required to list SCDHHS – CLTC as a Certificate Holder for informational purposes only on all insurance policies using the following address: Post Office Box 8206, Columbia, SC 29202-8206.

SECTION 6 CLTC STANDARDS FOR WAIVER SERVICES

PERSONAL CARE II, HASCI ATTENDANT CARE, HASCI RESPITE, AND MEDICALLY COMPLEX CHILDREN (MCC) RESPITE SERVICES

5. The provider will develop and maintain a Policy and Procedure Manual that describes how activities will be performed in accordance with the terms of the requirements of the contract. The Policy and Procedure Manual shall be available during office hours for the guidance of the governing body and personnel and will be made available to SCDHHS upon request.

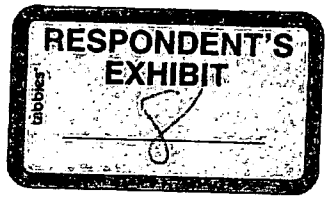
6. The provider must comply with Article IX, Section Z of the Contract regarding safety precautions. The provider must also have an on-going infectious disease program to prevent the spread of infectious diseases among its employees.

7. The provider shall ensure that key agency staff is accessible in person, by phone, or by beeper during compliance review audits conducted by SCDHHS and/or its agents.

8. The provider will ensure that its office is open and staffed by qualified personnel during the hours of 10:00 a.m. to 4:00 p.m., Monday through Friday. Outside of these hours, the Provider agency must be available by telephone during normal business hours, 8:30 a.m. to 5:00 p.m., Monday through Friday. Failure to maintain an open and staffed office as indicated will result in sanctions as outlined in section G, last paragraph. The provider must also have a number for emergencies outside of normal business hours. Participant and personnel records must be maintained at the address indicated in the contract and must be made available, upon request, for review by SCDHHS.

9. The provider must have an effective written back-up service provision plan in place to ensure that the participant receives the PC II/HASCI Attendant services as authorized. Whenever the provider determines that services cannot be provided as authorized, the CM/SC must be notified by telephone immediately.

10. The provider shall update holidays in Phoenix; the provider is not required to furnish services on those days. The PC II/HASCI Attendant, HASCI Respite and/or MCC Respite provider agency must not be closed for more than two (2) consecutive days at a time, except when a holiday falls in conjunction with a weekend. If a holiday falls in conjunction with a weekend, a PC II/HASCI Attendant, HASCI Respite and/or MCC Respite provider agency may be closed for not more than four (4) consecutive days.



Healthy Connections

Henry McMaster GOVERNOR
Christian L. Soura DIRECTOR
P.O. Box 8206 Columbia, SC 29202
www.scdhhs.gov

April 6, 2017

CERTIFIED MAIL & US MAIL

Ms. Jeanette Vinson
Jeanette's Loving Care In-Home Care Agency
107 Chalmers Court
Summerville, South Carolina 29485

Re: Termination of Contract for Medicaid Home and Community Based Waiver Services
Contract No.: **C 7 5991 C**

Dear Ms. Vinson:

The relationship between Jeanette's Loving Care In-Home Care Agency (Jeanette's Loving Care) and the South Carolina Department of Health and Human Services (SCDHHS) is governed by the terms of the contract executed between SCDHHS and Jeanette's Loving Care. In accordance with Article VII, Section C of the contract, Termination for Breach of Contract, this letter is notification that SCDHHS is terminating its contract with you effective seven (7) business days from the date of this letter. The contract violations leading to this termination are set forth below.

Article III of the contract, SCOPE OF SERVICES, states, "The Provider shall meet all standards of participation and requirements of the Scope of Services ...." Specifically, Section G Compliance Review Process of the Scope of Services states "Provider reviews receive a score based on a sanctioning scale; review scores will determine if the provider will receive a sanction and if so, the level of the sanction... Based on the total score a sanction level is determined. If a provider has no deficiencies, they will not be subject to a sanction. Below is a chart that illustrates the sanction that will be imposed based on the review score:"

Determine sanction

Score Scale & Sanction Level

Sanction Type	Final score	With Good History*
Correction Plans	0-100	0-150
30 Days Suspension	100-199	150-249
60 Days Suspension	200-299	250-349
90 Days Suspension	300-399	350-449
Termination	>400	>450

A SCDHHS review of Personal Care II services on February 20, 2017 revealed numerous findings which resulted in a review score of **963 points**.

Henry McMaster GOVERNOR
Christian L. Soura DIRECTOR
P.O. Box 8206 · Columbia, SC 29202
www.scdhhs.gov

By letter dated February 23, 2017 the results of the review was shared with you and you were asked to respond with your corrective action plan by March 9, 2017. Your response was received via fax on March 9, 2017. The review score was reduced from **963** points to **906** points; the reduction was for the PPD deficiency for the nurse supervisor. This deficiency was scored separately from the same deficiency for the personal care aides (PCA's); the deficiency for the nurse was added in with the deficiency for the PCA's which reduced the total score by 57 points.

Our conclusion is that the information and documentation you submitted was not sufficient to reduce the review score to below 400 points; therefore, the agency is terminating its contract with Jeanette's Loving Care.

If you have any questions or concerns, please contact Debora Carter at (803) 898-2612.

Sincerely,

John R. Staley for

Ernestine Staley, Director
Division of Contracts

R349

~~R0337~~

SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
Healthy Connections MEDICAID

Henry McMaster GOVERNOR
Christian L. Soura DIRECTOR
P.O. Box 8206 > Columbia, SC 29202
www.scdhhs.gov

PETITIONER'S EXHIBIT 1

February 8, 2017

Ms. Jeanette Langley-Vinson
Jeanette's Loving Care In-Home Care Agency
107 Chalmers Court
Summerville, South Carolina 29485

Dear Ms. Langley-Vinson:

Community Long Term Care has learned that our compliance reviewer attempted to conduct surveys at your office on January 3, 2017 and February 3, 2017; no one was in the office on either date. Per ~~your contract~~/scope of services, you are required to maintain business hours between the hours of ~~10:00am – 4:00pm~~, Monday through Friday with qualified personnel present.

Based on non-compliance to the terms of your contract and the surveyor's inability to complete the review, we are hereby suspending new participant referrals for ninety (90) days effective February 8, 2017. The suspension of new referrals will be lifted on May 8, 2017. If the reviewer is unable to conduct the survey when she returns due to no one being in your office, your contract will be terminated.

Should you have any questions, you may contact me at (803) 898-2612.

Sincerely,

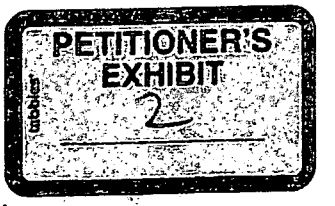
Debora D. Carter

Debora D. Carter
Compliance Review Officer

R350

~~R0338~~

SECTION 1 GENERAL INFORMATION AND ADMINISTRATION



PROVIDER ENROLLMENT

PROVIDER PARTICIPATION

The Medicaid program administered by the South Carolina Department of Health and Human Services (SCDHHS) is considered to be a covered entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191.

Provider participation in the Medicaid program is voluntary. To participate in the Medicaid program, a provider must meet the following requirements:

- Complete an online provider enrollment application and agreement and submit any necessary supporting documentation. Certain provider types, depending on the type of service provided, are required to sign a contractual agreement in addition to the provider enrollment agreement.
- Accept the terms and conditions of the online application by electronic signature, indicating the provider's agreement to the contents of the participation agreement, the Electronic Funds Transfer Agreement, W-9 and Trading Partner Agreement.
- Be licensed by the appropriate licensing body, certified by the standard-setting agency, and/or other pre-contractual approval processes established by SCDHHS.
- If eligible, obtain a National Provider Identifier (NPI) and share it with SCDHHS. Refer to https://nppes.cms.hhs.gov for additional information about obtaining an NPI.
- Be enrolled in the South Carolina Medicaid program and receive official notification of enrollment. This also applies to providers wanting to contract with one or all of the South Carolina Medicaid managed care organizations.
- Continuously meet South Carolina licensure and/or certification requirements of their respective professions or boards in order to maintain Medicaid enrollment.

Ex 4 Letter

R351

R0339

SECTION 2 POLICIES AND PROCEDURES

PROGRAM REQUIREMENTS

Compliance Review

Before entering into any contractual arrangement with a provider, SCDHHS will have the Division of Community Long-Term Care conduct a compliance review of the prospective provider. The purpose of this review is to establish that the prospective provider meets the requirements outlined in the applicable Scope of Services. If the provider satisfactorily meets the precontractual compliance review requirements, the contract process will continue.

Compliance reviews are completed approximately 90 days after initiation of services with CLTC. Unannounced reviews are conducted thereafter. At the sole discretion of SCDHHS/CLTC, special reviews may be conducted at any time.

Field Service Representatives

After enrollment, visits are made to providers periodically and upon request. The purpose of each visit is to coordinate information concerning the Medicaid program and provide technical assistance as required.

Workshops are conducted on a periodic basis to acquaint providers with current Medicaid policy and regulations, changes, or amendments.

Requests for Field Service assistance and questions regarding manuals, bulletins, or workshops should be directed to the SCDHHS Medicaid Provider Service Center at 1-888-289-0709 or submit an online inquiry at http://www.scdhhs.gov/contact-us.

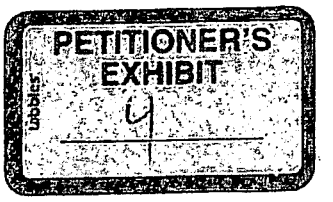
COMMUNITY LONG-TERM CARE (CLTC) FUNCTIONS

Intake

The intake process in the CLTC area office ensures that all persons with perceived long-term care needs receive every opportunity for exposure to the CLTC program. The process identifies persons who may be eligible for the program and serves as an information and referral source for those who do not meet intake criteria.

Assessment

Assessment uses a comprehensive standard instrument to determine a client's current long-term care needs. Information obtained during the assessment process will assist staff in making a level-of-care decision and initiating a plan of service for discussion with the client and/or family.



Good Afternoon,

With us reaching the date for the appeal on June 8, 2017, as instructed in the letter sent out on May 9, 2017, I am requesting additional information from you. The list of requested information is as follows:

I am requesting the list of the 21 Jeanette's Loving Care clients and the 21 Jeanette's Loving Care workers that I was instructed to pull on the date of review, February 23, 2017.

Clients	Workers
9612607	14898144
9637485	14891314
9718175	14893417
9680488	14897702
1040722	14891735
1053032	14898637
9652998	14895698
9675716	14892107
1043080	14897300
9685979	14898830
9659922	14895374
9687399	14898846
9728209	14892386
9706806	14894916
9627499	14894089
9703797	14897734
9680015	14893929
9717331	14898374
9698104	14895529
9726735	14896019
1053831	14899332

Above are the CLTC #'s of the participants and worker ID#'s for your workers who's records were reviewed; we cannot transmit participant or worker names in an unsecure email and we ask that you refrain from doing so as this constitutes a HIPAA violation.

I am requesting the presence of DHHS staffers at the June 8, 2017 hearing; Mr. Tony Matthews, Ms. Carolyn Lockard, and yourself, Ms. Debora Carter. – **Mr. Tony Matthews and myself will be present, Ms. Carolyn Lockard will not be present, she will be out of the office on leave next week. If her presence is required, the hearing will have to be rescheduled.**

I am requesting the correspondence that was sent to the Case Managers stating that Jeanette's Loving Care contract was terminated and your notes that include the dates and times for termination that the Case Managers received. **I will bring this to the hearing.**

I am requesting the copy of the results of the review and corrective action that was done between the dates of 5/1/16-1/31/17. – **This was sent in the previous information to you and to the hearing officer.**

I am requesting the notes of these CM/SC managers that stated that services were not provided as authorized 90% of the time: Client: (9675716) [redacted] Client: (9718175) [redacted], Client: (9637485), Client: (9612607) [redacted]. Client: (9612607) [redacted], and Client: (1043080) [redacted]. **- There are no CM/SC notes to indicate this. - This is determined by the reviewer upon review of your records.**

I am requesting the notes of these CM/SC managers that stated the Backup plan was not used appropriately for this participation: Client: (9675716) [redacted], Client: (9718175) [redacted], Client: (9637485), Client: (9612607) [redacted], Client: (9612607) [redacted], and Client: (1043080) [redacted].

SOUTH CAROLINA
Healthy Connections

Nikki R. Haley GOVERNOR
Christian L. Soura DIRECTOR
P.O. Box 8206 • Columbia, SC 29202
www.scdhhs.gov

May 20, 2016

Ms. Jeanette Langley-Vinson
Jeanette's Loving Care In-Homecare Agency
107 Chalmers Court
Summerville, South Carolina 29485

Dear Ms. Vinson:

We have received notification from Provider Enrollment that your application has been processed. This letter serves as your invitation to attend the required pre-contractual meeting.

The meeting will be held at Blue Cross Blue Shield, 8901 Farrow Rd., Building 200, Columbia, SC on **Wednesday, June 2, 2016 at 2:00 p.m.** We ask that you confirm your attendance by email response to carterdb@scdhhs.gov or by phone call to Debora Carter at (803) 898-2612. **Please note: if you are more than 10 minutes late for this meeting, you will be asked to attend the next meeting on a later date.**

Directions are included.

Thank you for your interest in providing services for Community Long Term Care participants.

Sincerely,

Tony Matthews

Tony Matthews, Department Head
Department of Provider Relations and Compliance

R354

R0342

Training Sign In Sheet

Topic: Abuse/Neglect

Date: 11-4-16

Location: Jeanette's loving care in-home provider agency

Trainer: Florence Vann, RN

1. Idalia Garcia
2. Laura Wraggs
3. Cynthia Thompson
4. Kara Bennett
5. Vanessa Bennett
6. John Mina
7. Izabel Wells
8. Roberta Cummings
9. Marquia Stinson
10. Brenda Lucas
11. Carol Darby
12. Annette Kleskie
13. Ruth Shields
14. Elaine Brown
15. Shamecka Brown
16. Candice Goodwin

18. Shaurica Hen

IN-HOUSE TRAINS 2016

~~R0343~~ R355

Training Sign In Sheet

Topic: Autism/ADHD

Date: 11-4-16

Location: Jeanette's loving care in-home provider agency

Trainer: Florence Vann, RN Florence Vann

1. Adalia Fleeman M. Sharicka Hen
2. Lisa Woods
3. Cynthia
4. Eric Burnett
5. Vernie Burnett
6. J. L. Tinnie
7. Ingrid Miller
8. Roberta
9. Marquia Hudson
10. Brida Lucas
11. Sarah Darby
12. Annette Klutie
13. Ruth Smalls
14. Elaine Brown

~~R0344~~ R356

Training Sign In Sheet

Topic: Alzheimer's/Dementia

Date: 11-11-16

Location: Jeanette's loving care in-home provider agency

Trainer: Florence Vann, RN Florence Vann

1. Adelia Vann
2. Linna Woods
3. Cynthia M
4. Rene Bennett
5. Vernus Bennett
6. John Irvin
7. Isabel Wilson
8. Roberta R Cummings
9. Marquita Stinson
10. Brenda Jacobs
11. Sarah Dabney
12. Annette Kluskie
13. Ruth Isralls
14. Claire Brown
15. Shamicka Brown
16. Candice Goodwin

17 Shamicka Henderson

Training Sign In Sheet

Topic: Client Rights

Date: 11-11-14

Location: Jeanette's loving care in-home provider agency

Trainer: Florence Vann, RN Florence Vann

1. Adelia Garvin
2. Lana Wood
3. Cynthia M
4. Rea Bennett
5. Venus Barnett
6. John Curtis
7. Lydia Wills
8. Roberta Cummings
9. Marquita Hudson
10. Brenda Lincoln
11. Carolyn Oakley
12. Arnette Kluskie
13. Ruth Sprawls
14. Elaine Brown
15. Shamicka Brown
16. Candice Goodwin
17. Shaneka Henderson

~~R0346~~ R358

Training Sign In Sheet

Topic: Confidentiality

Date: 11/18/16

Location: Jeanette's loving care in-home provider agency

Trainer: Florence Vann, RN Florence A Vann

1. Adalia Lomax
2. Lana Wade
3. Cynthia Mauzy
4. Kara Bennett
5. Venus Bennett
6. Johnson
7. Angela Wilson
8. Roberta L Cummings
9. Maryna Simon
10. Brenda Erickson
11. Carol Darby
12. Annette Kleskie
13. Ruth Smalls
14. Carol Brown
15. Shamicka Brown
16. Candace Goodwin
17. Shaunda Hendrix

R0347 R359

Training Sign In Sheet

Topic: Documentation/Record Keeping

Date: 11-18-16

Location: Jeanette's loving care in-home provider agency

Trainer: Florence Vann, RN Florence Vann

1. Eldalia Gavin
2. Lana Woods
3. Cynthia M
4. Kris Bennett
5. Vernie Bennett
6. Jeh Tim
7. Asgalie Wilson
8. Marquita Hudson
9. Brenda Lincoln
10. Carolyn Barkley
11. Annette Kleskie
12. Ruth Smalls
13. Elaine Brown
14. Shonika Brown
15. Candice Goodwin
16. Shanika Hearn

R360

~~R0348~~

Training Sign In Sheet

Topic: Infection Control/Safety

Date: 12-2-16

Location: Jeanette's loving care in-home provider agency

Trainer: Florence Vann, RN Florence Vann RN

1. Adalia Davis
2. Lisa Woods
3. Cynthia M
4. Kara Barnes
5. Vernus Bennett
6. John Davis
7. Adalle Wilson
8. Roberta Cummings
9. Marquita Dixon
10. Brenda Duncan
11. Carla Bailey
12. Annette Kleiskie
13. Ruth Smalls
14. Clara Brown
15. Shamecka Brown
16. Candice Goodwin
17. Shaveka Henry

~~R0349~~ R361

Training Sign In Sheet

Topic: Proper Lifting/ Transfer

Date: 12-2-16

Location: Jeanette's loving care in-home ~~provider agency~~

Trainer: Florence Vann, RN Florence Vann RN

1. Idalia Garcia M. Shaneka Hen
2. Lana Woods
3. Cynthia M
4. Tara Bennett
5. Vernia Bennett
6. John Irvin
7. Isaac Wills
8. Roberta L Cummings
9. Mariana Stinson
10. Brenda Jacobs
11. Carolyn Saxby
12. Annette Kleskie
13. Ruth Shields
14. Elaine Brown
15 Shaneka Brown

~~R0350~~ R 362

Training Sign In Sheet

Topic: First Aid

Date: 12-16-16

Location: Jeanette's loving care in-home provider agency

Trainer: Florence Vann, RN – Florence Vann RN

1. Adalia Garcia
2. Lang Lueck
3. Cynthia N
4. Lara Bennett
5. Venus Bennett
6. J. Kevin
7. Isabel Wilson
8. Roberta R Cummings
9. Marquita Stinson
10. Brenda Lucien
11. Candy Dorsey
12. Annette Kleskie
13. Ruth Smalls
14. Elain Brown
15. Shamicka Brown
16. Candice Goodwin
17. Shanica Hend.

Training Sign In Sheet

Topic: Ethics/Interpersonal Relationships

Date: 12-16-16

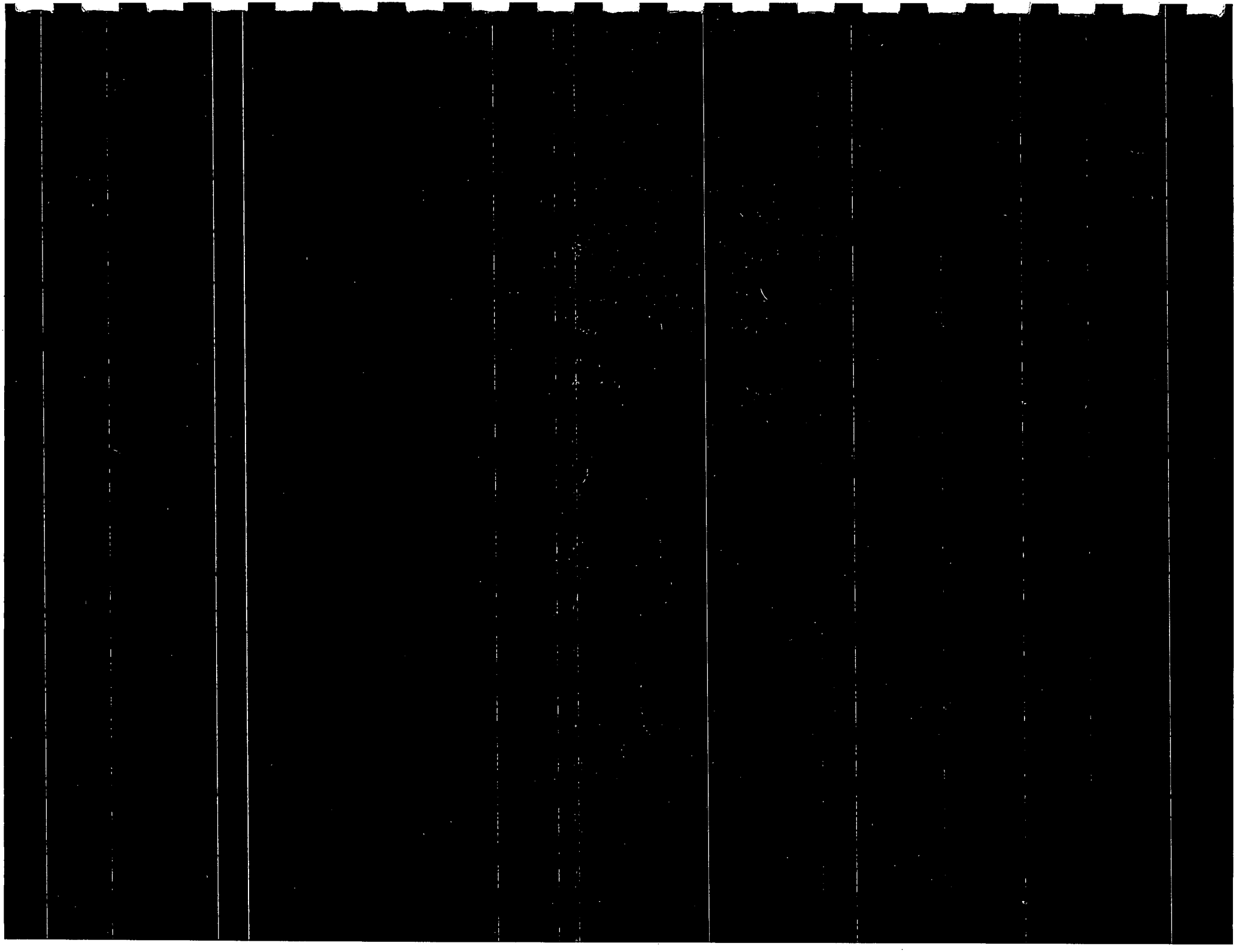
Location: Jeanette's loving care in-home provider agency

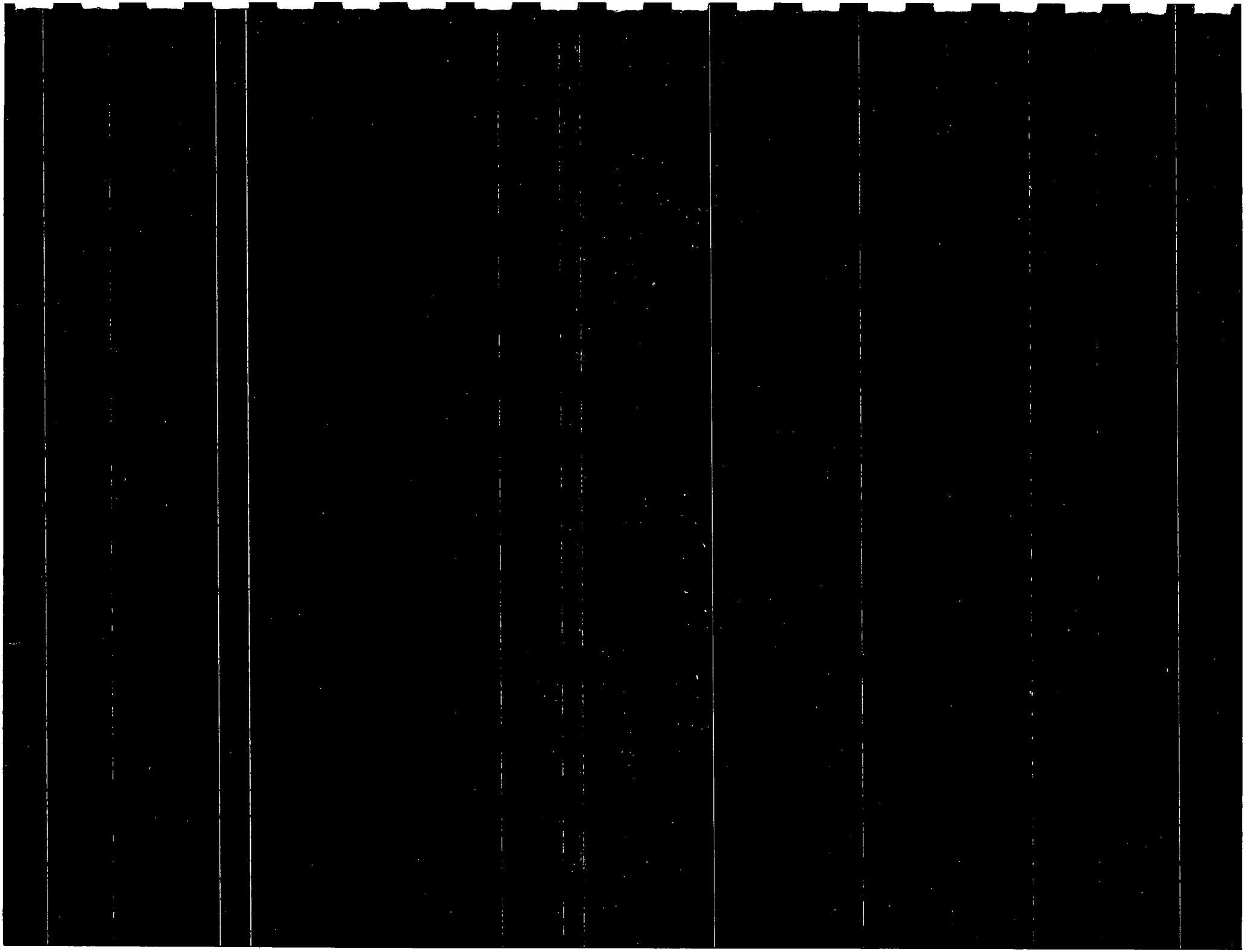
Trainer: Florence Vann, RN

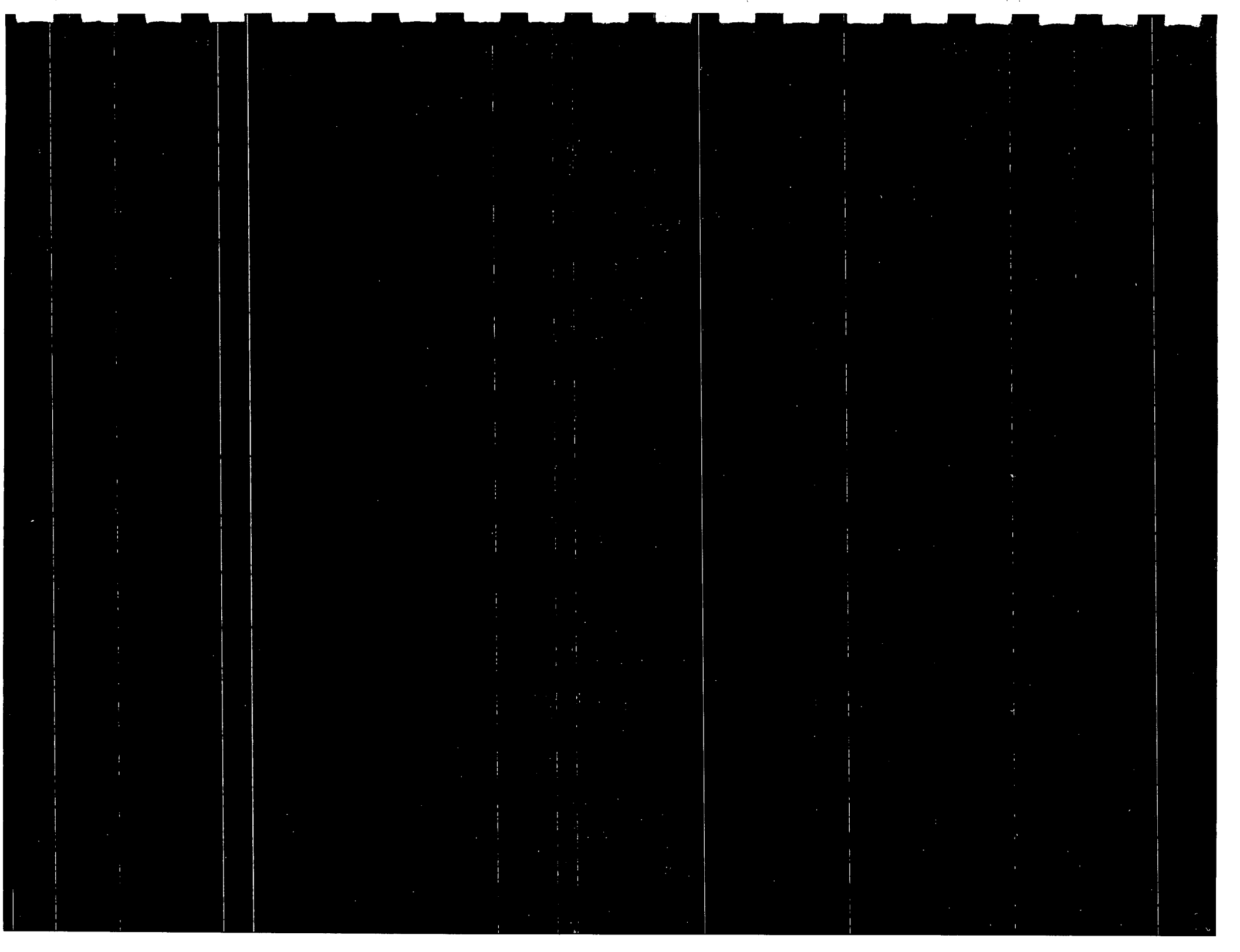
1. Odalis Herrin
2. Lana Woods
3. Cynthia Mayer
4. Kena Bennett
5. Vernus Bennett
6. [illegible]
7. [illegible]
8. Roberta A Cummings
9. Marquia Stratton
10. Brenda Lincoln
11. Carolyn Saxby
12. Annette Kleski
13. Ruth Smalls
14. Vane Brown

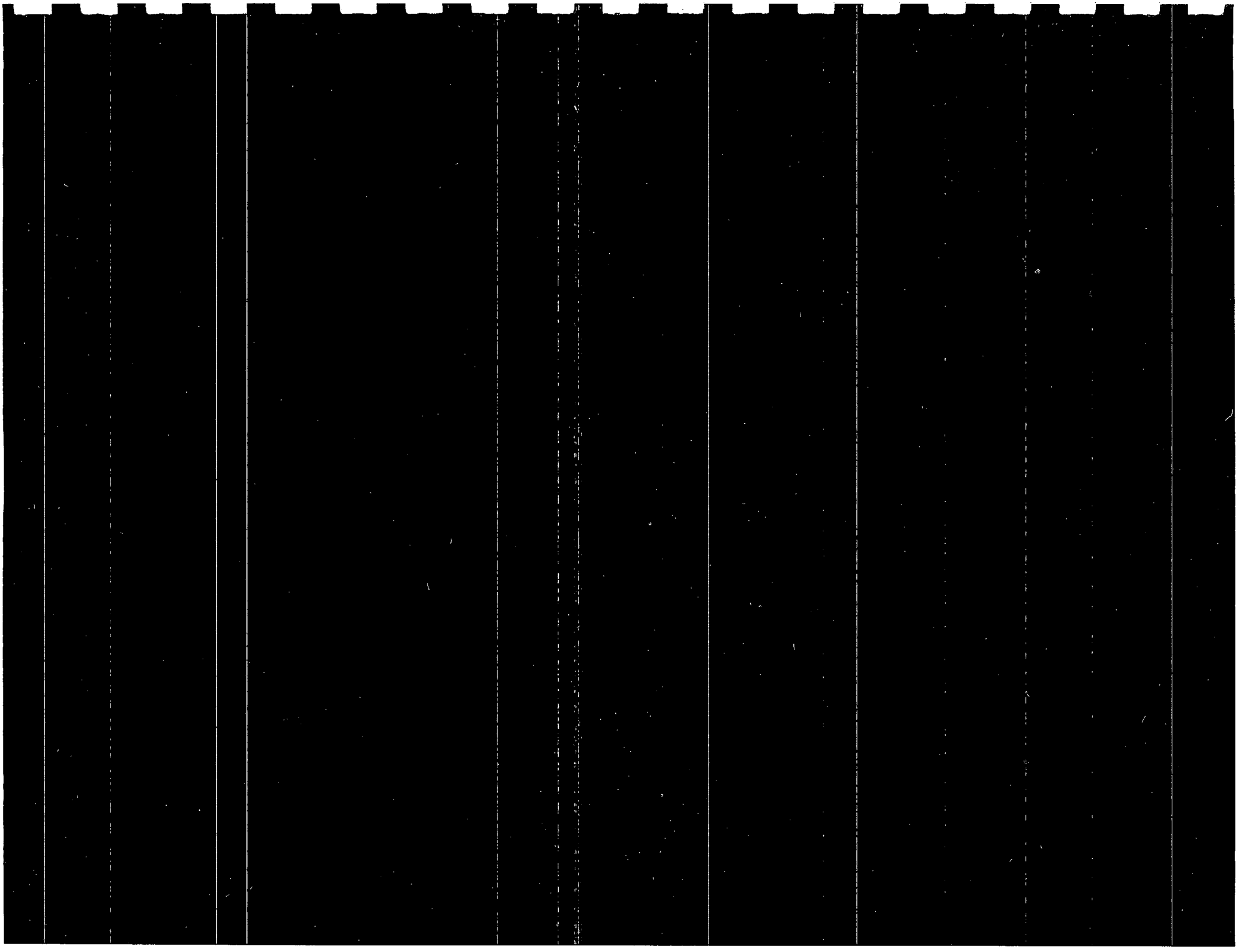
17. Shavicka Hendersc

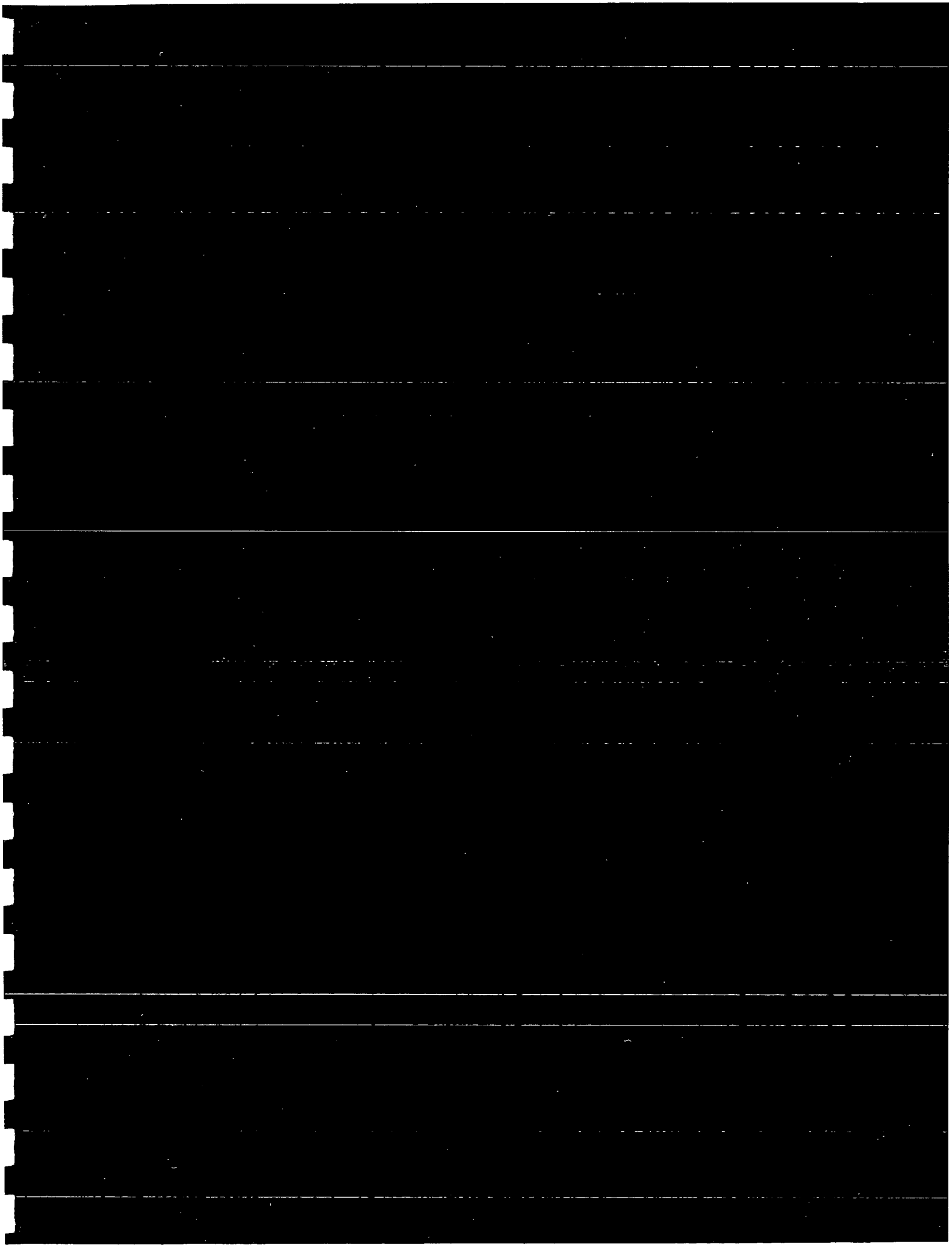
~~R0352~~ R364

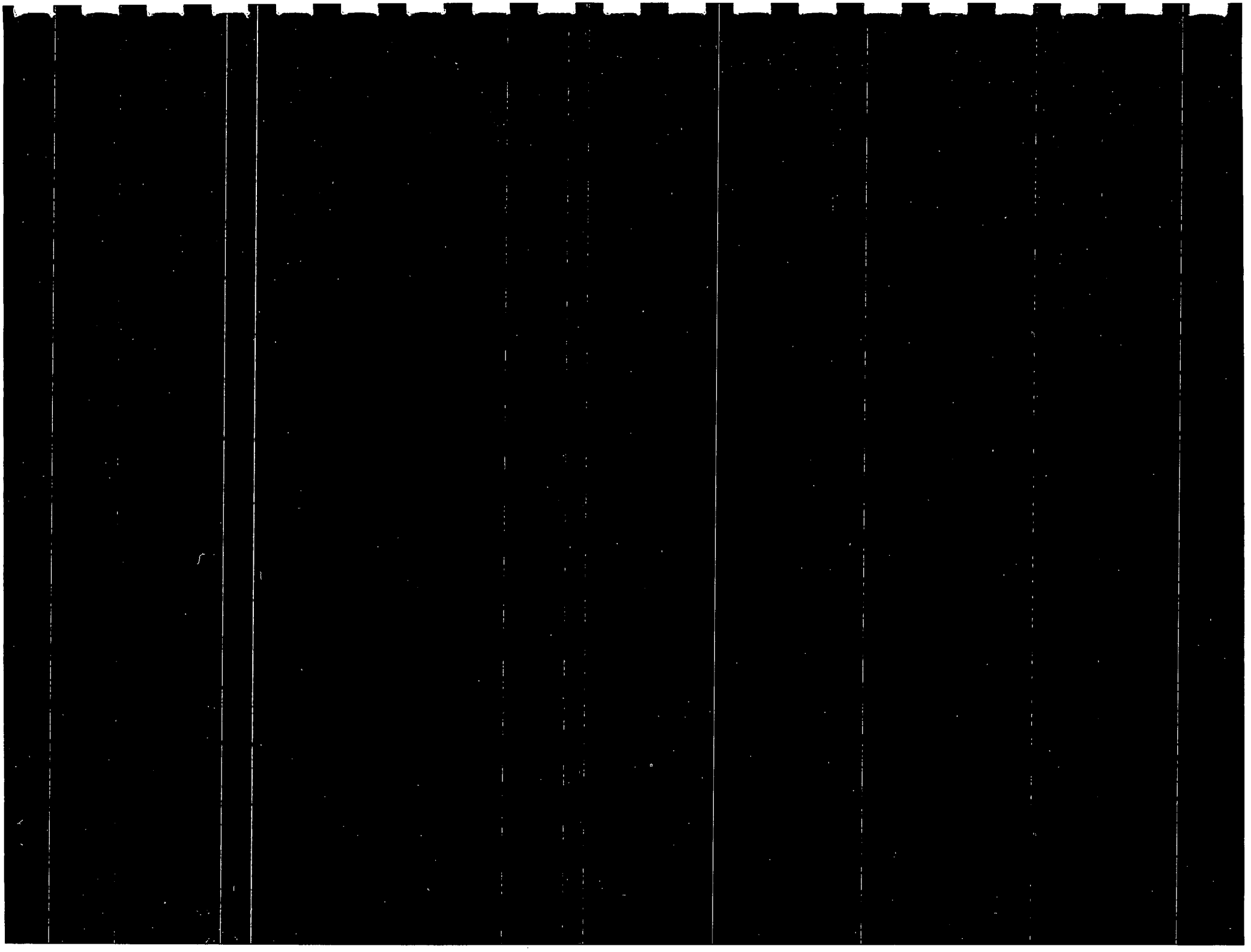












STATE OF SOUTH CAROLINA
ADMINISTRATIVE LAW COURT

JEANETTE'S LOVING IN-HOME CARE AGENCY, Appellant, v. SOUTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES, Respondent.	)	Docket Number 17-ALJ-08-0347-AP

CERTIFICATE OF SERVICE BY CERTIFIED MAIL TO JEANETTE VINSON, AND INTRA-AGENCY MAIL TO CONSTANCE HOLLOWAY, SCDHHS GENERAL COUNSEL

I HEREBY CERTIFY that a true and exact copy of the South Carolina Department of Health and Human Services' Record on Appeal in the above referenced matter has been forwarded to Jeanette Vinson, and Debora Carter this 16th day of January, 2018 by Certified Mail and Intra-Agency Mail, addressed as set forth:

Jeanette Vinson
107 Chalmers Court
Summerville, SC 29485

APPELLANT

Constance Holloway
SCDHHS
Office of General Counsel
P.O. Box 8206
Columbia, South Carolina 29202

ATTORNEY FOR RESPONDENT

Alexander Shissias, Hearing Officer
SCDHHS
Division of Appeals and Hearings
Post Office Box 8206
Columbia, SC 29202
Fax: (803) 255-8206
Alexander.Shissias@scdhhs.gov

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM THE ADMINISTRATIVE LAW COURT

S. Philip Lenski, Administrative Law Judge

Case No. 2018-00895

RECEIVED
SEP 27 2018
SC Court of Appeals

Jeanette's Loving In-Home Care Agency, Appellant,

v.

South Carolina Department of, Health and Human Services Respondent.

CERTIFICATE OF COUNSEL

I, Jeanette Vinson, appellant, hereby certify that the **Record on Appeal** contains all material proposed to be included by any of the parties and not any other material.

Dated: September 25, 2018.

Jeanette Vinson
107 Chalmers Court
Summerville, S.C. 29485
APPELLANT, Pro se
(843) 709-7086