

**THE ECKAAA-CDDO SERVING COFFEY, OSAGE AND FRANKLIN COUNTIES
Policies and Procedures**

SUBJECT: QUALITY ASSURANCE

EFFECTIVE: ~~7/2/2018~~ **7/1/2019**

SECTION: ~~525D~~ **513A**

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SUPERCEDES: ~~525C-D~~

~~R4 Dated 2/6/2017~~ **R5 Dated 2/26/2019**

Policy:

The East Central Kansas Area Agency on Aging Community Developmental Disability Organization (ECKAAA-CDDO) serving Coffey, Osage, and Franklin counties will ensure that quality services are provided to all persons served in the CDDO region through the establishment of a local Quality Assurance (QA) Committee and the CDDO's quality assurance monitoring activities. The QA Committee will determine if persons served in the CDDO catchment area are receiving services consistent with K.A.R. 30-63-01 et seq., are protected from harm, have their rights protected, and are moving toward or maintaining their preferred lifestyle.

Procedure:

- 1) The CDDO Quality Assurance Committee will be comprised of persons receiving services; family members and/or guardians of persons served; interested citizens; CDDO staff members; and affiliated providers. The Committee will maintain a minimum of seven (7) members and meet quarterly, or more often, if deemed necessary by the membership. The Quality Assurance Committee will act as a committee under the oversight of the Council of Community Members.
- 2) The CDDO Quality Assurance Committee will evaluate services provided by all affiliated providers of the CDDO in accordance with K.A.R. 30-64-27, and determine if:
 - A) Services are being provided in a manner meeting applicable requirements provided for in Article 63;
 - B) The CDDO, the affiliate, and support workers are affording the person being served all of the person's legally protected rights;
 - C) The CDDO, the affiliate, and support workers meet both of the following requirements:
 - i) Is reporting any suspicions of abuse, neglect, or exploitation to the appropriate state agency, and;
 - ii) Has corrected or is actively in the process of correcting the cause of any confirmed violation.
- 3) **The CDDO will inform THE AFFILIATE in written format of concerns. If concerns persist, the CDDO will issue a request for a written plan of correction. THE AFFILIATE will acknowledge the receipt of written plan of correction within 48 hours. THE AFFILIATE has 15 calendar days from the date of written plan of correction to submit the formal corrective action plan to the CDDO. Should the Affiliate fail to achieve compliance, the Affiliate may be subject to any of the following:**
 - A) **Notification to Council of Community Members and KDADS**
 - B) **Imposition of penalties in an amount not to exceed \$125 per day for each violation from a specified date forward until Affiliate complies**
 - C) **Suspension of referrals for services**
 - D) **Termination of Affiliate Agreement**
- 4) Review of **all** paid services, an extension of the Quality Assurance Committee, will audit a sampling of individual's financial records and relevant service documentation to ensure the requirements of K.A.R. 30-64-27 are being met, specifically verifying the following:
 - A) Services that are paid for are delivered;

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- B) Services that are delivered are paid for in accordance with the terms of any agreement or contract in force, including any payment requirement that the person being served or a third party acting on behalf of the person being served has the responsibility to meet.
- 5) Minutes will be taken during the Quality Assurance Committee and referred to in consequential meetings for follow-up on concerns. Original minutes will be maintained in electronic format by the CDDO for six (6) years and maintained in paper format for five (5) years.
- 6) Committee members will be required to respect confidentiality and sign a "Confidentiality Agreement or Covenant". The ~~Executive Director of ECKAAA-CDDO~~ **Coordinator and Community Council Chairperson** will immediately remove from the Quality Assurance Committee any member who violates the "Confidentiality Agreement or Covenant". Additionally, all Affiliate Providers will covenant to not market their services to any person served, family member/guardian met during the course of the quality assurance review and will sign an agreement to that effect. Any Affiliate Provider not upholding this agreement will be removed from the Quality Assurance Committee by the ~~Executive Director of ECKAAA-CDDO~~ **Coordinator and Community Council Chairperson** and will be reported to the KDADS Quality Management Specialist for licensure. Breach of Confidentiality Agreement or Covenant could additionally result in termination of Affiliation Agreement.
- 7) The Quality Assurance Committee will use a system that ensures a random selection of individuals to be reviewed. All Quality Assurance reviews by the Quality Assurance Committee teams must include an on-site visit to the individual's **preferred place of residence meeting** (regardless of the paid service provided to the person served). The reviewing team will complete Quality Assurance surveys based upon direct observations and conversations with the person served, family/ guardian (if applicable), and support staff, if present. The person served must be present at the survey to communicate his/her opinions.
- ~~8) CDDO staff will complete on-site reviews for at least twenty percent (20%) of the total number of individuals served in the CDDO service area each year. A minimum of 5 randomly chosen individuals will be reviewed each month from various affiliate providers. Additional reviews will be completed based on trend tracking data, as indicated in CDDO Policy 520D-E Quality Enhancement. All persons receiving in-home supports will be have an in-home review/survey of this service to ensure the health, safety, welfare, rights and preferred lifestyle of the person receiving the service. On-site surveys by CDDO staff will be both scheduled and unscheduled for persons receiving licensed services, in order to ascertain quality of services, as per Affiliate Agreement with the CDDO and this policy, based on K.A.R. 30-64-27, Quality Assurance, and K.A.R. 30-63-21, (8) (d), Person-Centered Support Planning; Implementation.~~
- 9) The CDDO staff and the Committee members shall complete the assigned surveys, during the quarter in which they are due, and provide written outcomes to the Quality Assurance Committee during the next quarterly meeting.
- 10) The results of the Quality Assurance Committee reviews will be discussed during the quarterly meeting to ensure that all elements of the regulation are met. If the committee determines

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that an Affiliated Provider has not gained compliance with a particular regulation, the Committee will request appropriate corrective action through the CDDO, **with CDDO specified deadline(s) of compliance**, and the CDDO will provide a follow-up report to the Committee at the next quarterly meeting.

- ~~11) Critical Incident Reporting (Trend Tracking): All affiliated Providers and their agents shall be trained on critical incident tracking procedures and protocols (also known as Trend Tracking reporting), ANE (Abuse, Neglect and Exploitation) reporting, as well as AIR (Adverse Incident Reporting) and will submit a report on any known issue of abuse, neglect, exploitation. In addition, the following types of incidents shall also be reported, including, but not limited to: unexpected hospitalization, mental health hospitalization or screenings, emergency room visits, law enforcement contact, broken bones, unexpected death, missing person, life-threatening injury either sustained by or caused by person served, unexplained injuries. Anything that is or could be detrimental to the health, safety, welfare or preferred lifestyle of an individual served shall be reported to the CDDO, AIR, and to the KDADS Quality Management Specialist within 24 hours of knowledge of the incident via the Trend Tracking report in electronic format (secure email).~~
- 12) One member on the Quality Assurance Committee (not employed by the CDDO or by its affiliates) will review a ten percent (10%) sample of all quality assurance reviews, per quarter, to ensure the Quality Assurance Committee's standards are applied uniformly to all QA reviews.
- 13) The Quality Assurance Committee will be active in directly monitoring compliance with Article 63. Each Provider will be required to demonstrate, through process and outcome, how their agency has gained compliance with each regulation.
- 14) Committee members will ensure that the CDDO, its affiliates, and all support workers are affording the person being served all of the person's legally protected rights. The CDDO Coordinator and the CDDO Quality Assurance Specialist **Liaison** will ensure that a portion of each quarterly CDDO- CSP meeting is devoted to a review of Article 63.
- 15) The affiliated provider and any agent of the affiliated provider must provide information to satisfy the requests of the QA Committee, CDDO and or KDADS:**
 - A) Information necessary for the completion of Functional Assessments, formerly known as Basic Assessment Services and Information System (BASIS) (CDDO Policy #503A "CDDO BASIS").**
 - B) Integrated Service Plans generated by the Managed Care Organization (MCO)**
 - C) All funding agreements pertaining to the paid service**
 - D) Independent financial audits and any management letters generated as a result of the audit**
 - E) Any other relevant documentation needed to monitor services effectively**
- 16) The CDDO will conduct further monitoring to identify trends and patterns of non-compliance. ~~If the CDDO believes that the Provider's (whether licensed or unlicensed) non-compliance creates a situation of imminent danger to health, safety, or welfare of any person/persons~~ The CDDO may:

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- A) Request an immediate Plan of Correction from the Affiliated Provider
 - B) Give notification to terminate the CDDO-Provider affiliation agreement, communicating this notification to KDADS and the MCOs.
 - C) Implement action allowed by the current CDDO-Provider affiliate agreement
 - D) Give notice to person served or responsible party of person served of corrective action needed, as per K.A.R. 30-63-10, J (i) and (ii), as concerns in-home supports and support worker. If the situation is not so corrected, after notice and an opportunity to appeal, funding for the services shall not continue, pursuant to K.A.R. 30-63-10, J (ii) and KDADS current policy.
 - E) A provider and/or the person served (and his/her /guardian/responsible party if applicable) as indicated in K.A.R. 30-63-10, 4A, may appeal the corrective action taken by the CDDO through the dispute resolution process as stated in CDDO Policy #515A Dispute Resolution.
- 17) The CDDO will inform THE AFFILIATE in written format of concerns. If concerns persist, the CDDO will issue a request for a written plan of correction. THE AFFILIATE will acknowledge the receipt of written plan of correction within 48 hours. THE AFFILIATE has 15 calendar days from the date of written plan of correction to submit the formal corrective action plan to the CDDO. Should the Affiliate fail to achieve compliance, the Affiliate may be subject to any of the following:
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