

Audit Checklist w/ Refs

Audit Name: Autism Regional Reciprocity FY2022

AUTISM BENEFIT/APPLIED BEHAVIORAL ANALYSIS 1.1	<p>Beneficiaries IPOS addresses the needs.</p> <p>A. As part of the IPOS, there is a comprehensive individualized ABA behavioral plan of care that includes specific targeted behaviors for improvement, along with measurable, achievable, and realistic goals for improvement.</p> <p>B. The IPOS must address risk factors identified for the child and family, specify how the risk factor may be minimized and describe the backup plan for each identified risk.</p>	Medicaid Provider Manual MHSA Section 18
AUTISM BENEFIT/APPLIED BEHAVIORAL ANALYSIS 1.2	<p>Beneficiaries services and supports are provided as specified in the IPOS, including:</p> <p>A. Amount B. Scope C. Duration</p>	Medicaid Provider Manual MHSA Section 18
AUTISM BENEFIT/APPLIED BEHAVIORAL ANALYSIS 1.3	<p>Beneficiaries BHT authorization was completed by Utilization Management (UM) staff who are free from conflict of interest as evidenced by documentation that the staff does not provide any other service to that beneficiary.</p>	Medicaid Provider Manual MHSA Section 18
AUTISM BENEFIT/APPLIED BEHAVIORAL ANALYSIS 1.4	<p>Beneficiaries ongoing determination of level of service (every six months) has evidence of measurable and ongoing improvement in targeted behaviors as demonstrated with ABLLS-R or VB-MAPP or other appropriate documentation of analysis (i.e. graphs, assessment reports, records of service, progress reports, etc.).</p>	Medicaid Provider Manual MHSA Section 18; DCH Site Review Protocol for Autism Beneficiaries; Contract SOW III.h
AUTISM BENEFIT/APPLIED BEHAVIORAL ANALYSIS 1.5	<p>Beneficiaries whose average hours of ABA services during a quarter were within the suggested range for the intensity of service plus or minus a variance of 25%.</p>	Medicaid Provider Manual MHSA Section 18; Regional Procedure – Autism Benefit Compliance Monitoring
AUTISM BENEFIT/APPLIED BEHAVIORAL ANALYSIS 1.6	<p>Observation Ratio: Number of Hours of ABA observation during a quarter are > to 10% of the total service provided.</p>	MSA 1559 Policy SOW III.b.
Documentation/Reporting Requirements 2.1	<p>Transportation Logs include name of transporter and if ABA services were provided during transport. If ABA services are provided by BT, the name of the BT and name of transporter is included.</p> <p>NOTE: Documentation requirement is designed to ensure a separation between the individual providing the transportation and the individual billing for direct ABA services. Provider must maintain a log of any transportation of consumers.</p>	Contract; Statement of Work III.a
Documentation/Reporting Requirements 2.2	<p>Supervision Logs indicate date, duration, and content of supervision; supervision name and signature; staff name, client name</p>	Contract; Statement of Work III.b
Documentation/Reporting Requirements 2.3	<p>Family Training Progress Notes include date, content, duration, and signature of family member receiving training and staff providing training.</p>	Contract; Statement of Work III.c

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Documentation/Reporting Requirements 2.4	Social Skills Group Progress Notes indicate date, content, and duration of session, signature of BHT supervisors	Contract; Statement of Work III.d
Documentation/Reporting Requirements 2.5	Group adaptive behavior progress note includes date, content, duration of session, and signature of technician providing the service.	Contract; Statement of Work III.e
Documentation/Reporting Requirements 2.6	Telepractice services are pre-authorized in the IPOS and with MDHHS prior to service being rendered.	Contract; Statement of Work III.f
Documentation/Reporting Requirements 2.7	ABA exposure adaptive treatment – double staffing notes include dated, duration of session, and signature of both rendering providers.	Contract; Statement of Work III.g
Documentation/Reporting Requirements 2.8	Incident Reports are received in writing within 24 hours of an event.	Contract
General Administration 5.1	<p>Provider Maintains the following insurance policies:</p> <ul style="list-style-type: none"> • General Commercial Liability, with PAYOR listed as additionally insured • Professional Liability insurance current • Motor Vehicle Liability (if transporting consumers), with PAYOR listed as additionally insured • Worker's Compensation 	Contract
General Administration 5.10	Provider has a written system in place to ensure individuals transporting consumers hold a valid driver's license appropriate to the class of vehicle being operated	Medicaid Provider Manual – NEMT; Michigan Vehicle Code Act 300 of 1949
General Administration 5.2	<p>Provider maintains a Compliance Plan which meets the following elements:</p> <ul style="list-style-type: none"> • Employee/contractor code of conduct • Employee education program(s); training and education of the compliance officer and employees • Communication processes between senior management and employees regarding compliance program; designation of compliance officer • Guidance and reporting system • Prompt investigation and complaint resolution processes • Corrective action planning and implementation • Data monitoring and evaluation 	Contract (section 22 – Compliance Program), 42 CFR 438.608
General Administration 5.3	Provider has safeguards established that restrict the use or disclosure of information concerning Consumers.	Contract (section 21 – Consumer Medical Records) Mental Health Code, Section 748, 748a, and 750
General Administration 5.4	Provider has a provision for the disposal of consumer protected health information (PHI) that will render the documents unreadable, indecipherable, and otherwise cannot be reconstructed.	HITECH Act, Contract (Section 22 - HIPAA)

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General Administration 5.5	Provider maintains a comprehensive individual service record system.	Contract (section 21 – Consumer Medical Records), MDHHS Medical Services Administration (MSA) Policy Bulletin Chapter 1, the MDTMB Retention General Schedule #20 Community Mental Health Programs
General Administration 5.6	Provider shall maintain a fully operational internal Quality Assessment and Performance Improvement Program	Contract section 24 – Quality Improvement Program, Site Reviews, Performance Monitoring
General Administration 5.7	Evidence of Corrective Action in response to the MDHHS ASD Site Review.	Only applicable if Provider required corrective action as part of MDHHS CAP.
General Administration 5.8	<p>Provider has a written system in place for credentialing and recredentialing licensed health care professionals in accordance with BHDDA credentialing and recredentialing processes.</p> <p>Policy/procedure ensures credentials are verified, by primary source, prior to employment. This includes criminal background and central registry checks (CR if working with minors/children) for any staff having direct access to consumers served.</p>	<p>Contract Section 17.d</p> <p>P 7.1.1</p> <p>Medicaid Provider Manual MHS Section 18 BHT Service Provider Qualifications (See Behavior Technician, pgs. 8-9)</p> <p>40-hour requirement documentation found: http://www.michigan.gov/documents/autism/BHT-ABA_Services_Qualified_Providers_510149_7.pdf</p>
General Administration 5.9	Provider has a written system in place to ensure that individuals are not included in any excluded or sanctioned provider lists (OIG, GSA/SAM and Michigan Sanction Provider database) and that monitoring occurs monthly.	MDHHS Credentialing Policy MSHN Background Check and PSV Policy Michigan Sanctioned Provider Site
Limited English Proficiency & Cultural Competence 6.1	The provider has an administrative policy and procedure in place for identifying and assessing the language needs of individuals served, including:	MDHHS Contract 3.4 MSHN LEP Policy
Limited English Proficiency & Cultural Competence 6.2	• The provider has a written policy and/or procedure on accessing oral interpretation services, free of charge to consumers.	MSHN LEP Policy
Limited English Proficiency & Cultural Competence 6.3	• The provider notifies the consumer that oral interpretation is available for any language, and written information is available in prevalent languages; and how to access those services	MSHN LEP Policy
Limited English Proficiency & Cultural Competence 6.4	• Written materials are available in alternative formats and in an appropriate manner that takes into consideration the special needs of those who are visually limited or have limited reading proficiency, as required by ADA	MSHN LEP Policy
Limited English Proficiency & Cultural Competence 6.5	• The provider has available for consumers, copies of PIHP developed written information in prevalent non-English languages in its particular service area.	MDHHS Contract 6.3.2 MSHN LEP Policy
Limited English Proficiency & Cultural Competence 6.6	• Provider developed written material (if any) must use easily understood language and format available in alternative formats and in an appropriate manner that takes into consideration the special needs of those who are visually limited or have limited reading proficiency	MDHHS Contract 3.6.2 MSHN LEP Policy

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Limited English Proficiency & Cultural Competence 6.7	The provider has a written policy or procedure on cultural diversity	MSHN Cultural Competency Policy
Limited English Proficiency & Cultural Competence 6.8	<p>Services are delivered in a culturally diverse manner to all consumers including those with limited English proficiency and diverse cultural and ethnic backgrounds. The provider:</p> <ul style="list-style-type: none"> • Demonstrates an ongoing commitment to linguistic and cultural diversity that ensures access and meaningful participation for all people in the service area • Includes acceptance and response for the cultural values, beliefs and practices of the community • Applies an understanding of the relationships of language and culture to the delivery of supports and services. 	MSHN Cultural Competency Policy
PROVIDER QUALIFICATIONS/CREDENTIALING 4.1	<p>Provider follows a documented process consistent with State requirements for credentialing and re-credentialing of providers. Note: only evaluating provider qualifications (e.g. license) and does not include training requirements (refer to 4.4)</p>	<p>Medicaid Provider Manual MHSA Section 18 BHT Service Provider Qualifications (See Behavior Technician, pgs. 8-9)</p> <p>40-hour requirement documentation found: http://www.michigan.gov/documents/autism/BHT-ABA_Services_Qualified_Providers_510149_7.pdf</p>
PROVIDER QUALIFICATIONS/CREDENTIALING 4.2	<p>Credentials are verified, by primary source, prior to employment. This includes criminal background and central registry checks (CR if working with minors/children) for any staff having direct access to consumers served.</p> <p>Note: central registry checks for childcare staff working with minor children (per ABA contract).</p>	<p>Public Act 218 of 1979, MCL 400.734 (b) MSHN AFP response Section 2.4.5 PIHP Contract MSHN Disqualified Provider Policy</p>
PROVIDER QUALIFICATIONS/CREDENTIALING 4.3	<p>Prior to employment, the Provider verifies that the individual is not included in any excluded or sanctioned provider lists. The Provider shall search the OIG, GSA/SAM and Michigan Sanction Provider database monthly to capture exclusions and reinstatements that have occurred since the last search</p>	<p>MDHHS Credentialing Policy MSHN Background Check Procedure Michigan Sanctioned Provider Site</p>
PROVIDER QUALIFICATIONS/CREDENTIALING 4.4	<p>Minimum training standards are met based on the MSN regional training requirements and is documented in the staff file.</p> <p>Note: all employee records must be in compliance, otherwise indicate No (i.e. no partial compliance)</p>	<p>Contract section 20 – Staffing and Training Requirements</p>
PROVIDER QUALIFICATIONS/CREDENTIALING 4.5	<p>Individuals transporting consumers hold a valid driver's license appropriate to the class of vehicle being operated</p>	<p>Medicaid Provider Manual – NEMT; Michigan Vehicle Code Act 300 of 1949</p>
Recipient Rights 3.1	<p>Were rights books provided to consumers and readily available for review?</p>	<p>Contract, section 21– Recipient Rights</p>
Recipient Rights 3.10	<p>Were any exclusions to items able to be brought into the site (contraband) posted and visible to consumers and visitors?</p>	<p>Contract, section 21– Recipient Rights</p>

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Recipient Rights 3.11	Were records and other confidential information secured and not open for public inspection?	Contract, section 21– Recipient Rights
Recipient Rights 3.12	Site review results did not result in identified health or safety concerns.	Contract, section 21– Recipient Rights
Recipient Rights 3.13	Were appropriate accommodations made for persons with physical disabilities?	Contract, section 21– Recipient Rights
Recipient Rights 3.14	Documentation that staff received RR training within 30 days of hire was reviewed?	Contract Attachment G
Recipient Rights 3.2	Did the rights books provide the correct information for contacting the appropriate Rights Office?	Contract, section 21– Recipient Rights
Recipient Rights 3.3	Are posters providing contact information for the Rights Office conspicuously posted and visible to consumers and staff? (not applicable to SIP sites)	Contract, section 21– Recipient Rights
Recipient Rights 3.4	Did the posters provide the correct information for contacting the appropriate Rights Office?	Contract, section 21 – Recipient Rights
Recipient Rights 3.5	The most current version of the Abuse and Neglect Reporting Posters are posted where staff can see them.	Contract, section 21 – Recipient Rights
Recipient Rights 3.6	Were complaint forms readily available?	Contract, section 21– Recipient Rights
Recipient Rights 3.7	Were recipients aware of how to file a complaint?	Contract, section 21– Recipient Rights
Recipient Rights 3.8	Were staff aware of how to file a complaint?	Contract, section 21– Recipient Rights
Recipient Rights 3.9	Were copies of Chapter 7 and 7A available?	Contract, section 21– Recipient Rights