

## SETTLEMENT AGREEMENT

### I. PARTIES

This Settlement Agreement (“Agreement”) is entered into by the Medicaid Fraud and Residential Abuse Unit (“MFRAU”) of the Office of the Vermont Attorney General (“State”), and Green Mountain Support Services, Inc. (“GMSS”), through their authorized representatives.

### II. PREAMBLE

As a preamble to this Agreement, the Parties agree to the following:

1. GMSS is a private, nonprofit organization designated by the State of Vermont as a Specialized Service Agency providing essential services to vulnerable adults and youth. GMSS’s vulnerable adult clients include Vermonters with developmental disabilities, physical disabilities, aging-related impairments, and brain injuries. GMSS is headquartered in Morrisville, Vermont.

2. The Division of Disabilities, Aging and Independent Living (“DAIL”) is the state agency responsible for administering and coordinating publicly funded services for eligible Vermonters with developmental disabilities. 18 V.S.A. § 8723. The DAIL commissioner is required to designate Designated Agencies, non-profit agencies in each geographic area of the state, “to provide or arrange for the provision of these services.” 18 V.S.A. § 8907(a). To date, ten of these Designated Agencies have contracted to provide Disability Act services.

3. In addition to the ten Designated Agencies, five Specialized Service Agencies currently contract with DAIL to provide developmental care services. 18 V.S.A. § 8912. A Specialized Service Agency either provides a distinctive approach to service delivery and coordination or meets distinctive individual needs that are not otherwise available from a Designated Agency. *Id.*

GMSS has been designated by DAIL as a Specialized Service Agency.

4. As a Specialized Service Agency, GMSS is responsible for assessing recipient needs, drafting, and updating Individual Support Agreements or Independent Living Assessments, providing care plans, identifying required services and supports for each recipient, and ensuring those services and supports through contracts with third parties. In addition to these responsibilities, GMSS is required to monitor and provide quality oversight of the delivery of these services.

5. At all times relevant to this Agreement, GMSS was an enrolled Vermont Medicaid provider. Pursuant to its Vermont Medicaid Provider Enrollment Agreements, GMSS agreed to comply with applicable state and federal rules and regulations, including the Vermont False Claims Act, 32 V.S.A. § 631, *et. seq.*, governing the submission of claims to the Medicaid program (“Government Healthcare Program Requirements”).

6. In addition, Vermont law, 13 V.S.A. § 1375, *et. seq.*, affords special protections to “vulnerable adults” and imposes heightened responsibilities on their “caregivers” (“Vermont Vulnerable Adult Statutes”). During the relevant time period, GMSS clients included vulnerable adults, and GMSS was a caregiver pursuant to Vermont law.

7. Beginning in 2022, and continuing into 2023, MFRAU investigated multiple separate incidents involving allegations of Medicaid Fraud by GMSS and allegations of potential neglect of GMSS clients. During these investigations, the State obtained evidence that it contends gives rise to certain civil claims against GMSS for engaging in the conduct described in subparagraphs A through F below (“Covered Conduct”). Specifically, the State alleges:

- A. A vulnerable adult and Medicaid Developmental Disabilities Services recipient, identified confidentially herein as Client A, received services through the

Vermont Developmental Disabilities Services program. From June 1, 2018, to July 27, 2022, GMSS employed a person, identified confidentially herein as Individual 1, to provide services to Client A while Individual 1 was also the guardian of Client A. Medicaid funds may not be used to pay legal guardians, spouses, or domestic partners of Developmental Disabilities Services recipients. GMSS was aware of Individual 1's appointment as Client A's guardian, and nonetheless billed and received payment for direct services Individual 1 purportedly delivered to Client A from June 1, 2018, to July 27, 2022, resulting in improper payment of \$45,785.

- B. A vulnerable adult and Medicaid Developmental Disabilities Services recipient, identified confidentially herein as Client B, is served by GMSS under the Home and Community-Based Services (hereinafter "HCBS") within Developmental Disabilities Services. Since 2018, GMSS represented to the State a funding need for seven hours per week, or approximately 365 hours per year, to support their service coordination for Client B, and received funding in that amount. Per State Medicaid rules and regulations, if actual costs are less than the published rate, only the actual cost must be billed. From 2018 to 2021, GMSS consistently provided substantially less service coordination to Client B, but billed Medicaid as if they did provide approximately 365 hours of service coordination, per year. As such, GMSS received an overpayment from the Medicaid program of approximately \$42,837 for hours of service not provided to Client B.
- C. Starting in approximately December 2018, GMSS began paying a person, identified confidentially herein as Individual 2, at a rate of \$50 per hour for four

hours per week to provide oversight of Client B's employment supports.

Individual 2 was not an employee of GMSS and did not enter into a contract with GMSS, in violation of Medicaid Rules and Regulations. GMSS also failed to complete a background check on Individual 2 until February 2022, three years after Individual 2 began providing services to Client B. The failure to perform a background check was in violation of DAIL's background check policy. Further, GMSS paid Individual 2 for services beyond employment supports and paid him for services that also violated Medicaid rules and regulations. In addition, from June 2021 to January 2022, Individual 2 submitted invoices to GMSS for non-billable services under State Medicaid rules and regulations. In total, GMSS paid Individual 2 \$39,975 in violation of Medicaid regulations.

D. Vulnerable adults and Medicaid recipients, identified confidentially herein as Client C and Client D, were GMSS clients under the Choices for Care, Adult Family Services Program. Client C and Client D resided in the same home with Shared Living Providers (SLPs) contracted by GMSS. Between October 2021 and June 2022, GMSS did not make home visits and had limited contact with Client C, Client D, and their contracted SLPs. On June 16, 2022, GMSS learned that the SLPs had left the country, and that Client C and Client D were being cared for by people unknown to GMSS. These unknown care providers were not properly hired under the Adult Family Services rules and regulations. In addition, an unknown number of other adults had also moved into the residence, none of whom had been vetted for Client C's and Client D's safety. On June 17, 2022, GMSS terminated SLPs for Client C and Client D and stopped paying them.

GMSS also learned on June 16, 2022, that Client D was taking all medications independently, contrary to Client D's Independent Living Assessment (hereinafter "ILA"). Client D's ILA was prepared by GMSS who stated that medication management was to be done by others and that Client D required full caregiver assistance. Despite knowing that Client D needed full assistance with his/her medication management, GMSS did not ensure the proper management of Client D's medication. From January 1, 2022, through June 16, 2022, GMSS billed for and received a total of \$23,534 for services provided to Client D.

- E. From January 1, 2022, through April 30, 2023, GMSS billed for and received a total of \$136,861 for services to Client C. On August 8, 2022, GMSS sent Client C a dis-enrollment form. As of at least that date, Client C was no longer a client of GMSS. However, GMSS continued to bill Vermont Medicaid for services for Client C from August 2022 through April 2023, totaling \$77,037.
- F. On November 21, 2022, GMSS disclosed to the State, that some of GMSS direct support staff were instructed at some time in 2019 to set aside up to an hour each week to complete paperwork. From 2019 to fall 2022, potentially many GMSS clients who GMSS determined needed community support hours received up to one hour less of direct care, while GMSS represented and billed Medicaid for the full number of hours. This does not comply with Medicaid Rules and Regulations.

8. The State contends that the Covered Conduct (Paragraph 7, subparagraphs A through F) constitutes violations of GMSS's Provider Enrollment agreements, State Program Requirements, including the Vermont False Claims Act 32 V.S.A. §630, *et seq.*, and the

Vermont Vulnerable Adult Statutes, for which the State could seek, or is seeking, remedy through administrative or civil action.

9. GMSS does not dispute the facts regarding the Covered Conduct insofar as they are described above in Paragraph 7 (subparagraphs A through F). However, GMSS believes there are additional facts that would show the lack of requisite intent or would demonstrate that any improper billing, if any were submitted, was the result of a mistake or error. Therefore, GMSS denies liability in general and specifically denies that it violated its Provider Enrollment agreements, Government Health Care Program Requirements, the Vermont False Claims Act, the Vermont Vulnerable Adult Statutes, or any other state or federal law.

10. To avoid the delay, expense, inconvenience, and uncertainty of litigation, and in consideration of the mutual promises and obligations of this Agreement, the Parties have reached a full and final settlement related to the Covered Conduct, pursuant to the Terms and Conditions set forth below.

### **III. TERMS AND CONDITIONS**

NOW, THEREFORE, in consideration of the mutual promises, covenants, and obligations set forth below, and for good and valuable consideration as stated herein, the Parties agree as follows:

11. GMSS shall engage at their own expense an Oversight Monitor (“Monitor”) for a maximum term of three years from execution of this Agreement. This is a material obligation of this Agreement. The terms, duties and responsibilities of the Monitor are described in Attachment A which is incorporated here by reference. The Monitor shall conduct a series of Oversight Reviews as described in Attachment A. GMSS agrees to engage the Monitor for a

three-year term. However, the State, in its sole discretion, may shorten this term to April 1, 2025, based on GMSS' performance in prior Oversight Reports.

12. GMSS shall create a new permanent position, designated the "Director of Quality" (or a substantially similar title), and shall employ an individual to serve in this capacity. This is a material obligation of this Agreement. The duties and responsibilities of the Director of Quality are described in Attachment B which is incorporated here by reference.

13. GMSS agrees to develop and adopt the policies described below. This is a material obligation of this Agreement. GMSS further agrees to provide a written draft of each policy and checklist to the State within ninety days of the Effective Date of this Agreement, as defined in Paragraph 38. Specifically, GMSS agrees to develop and adopt a:

- A. Client Placement Policy. This policy must include measures to ensure that a residence is an appropriate placement for the client; all required background checks are completed; Assigned Case Manager/Service Coordinator is familiar with the client, home, and SLPs; SLP is familiar with the needs of the client as determined by the ISA/ILA, and Behavioral Support Plans; SLP contracts are signed by all parties; Peggy's Law disclosure is updated, accurate, and signed by SLP and other contracted providers; and SLPs have completed all required trainings. The policy shall direct that the Client Placement Checklist (described in Paragraph 15.b., below) will be completed by agency staff and certified as complete before a client is placed in a new home.
- B. Client Placement Checklist: GMSS shall develop a standard Client Placement Checklist which agency staff will complete before a resident is placed in a

home. The checklist will become part of the client's file and be reviewed and updated when there is a new home placement for the client. At a minimum, the checklist should include: confirmation that all background checks have been completed; all required and applicable parties have signed the following documents: (1) ISA/ILA and the Behavioral Support Plans, (2) SLP contracts, (3) any required Shared Living Agreements, and (4) Peggy's Law disclosure; SLPs have completed all required training; and assigned service coordinator has met with and is familiar with the client, SLP, and home.

- C. Client Transition Checklist: GMSS shall develop a standard Transition Checklist, which will be completed before a client is assigned a new service coordinator. The checklist is to be completed and reviewed each time a client is assigned a new service coordinator.
- D. Home Visit & In-Person Meeting Policy. This policy must require all service coordinators to make monthly in-person home visits for clients living in a shared living arrangement, staffed home, hospital, or crisis residence for at least three years, absent exigent circumstances which will be documented and addressed as outlined in Attachment C. A home visit must include a face-to-face meeting with both the client and caregiver; an inspection of the residence; and when applicable, the collection and review of the Medication Administration Record Sheets with the SLP, and on occasion unannounced pill counts of controlled substances. This is in addition to rules and regulations required by Developmental Services, Choices for Care, and the Adult Family Care program.



E. Home Visit & In-Person Meeting Checklist. Working in cooperation with DAIL, GMSS shall develop and implement a standard Home Visit Form which service coordinators will complete at each home visit. At a minimum, the form should collect information about, and document the service coordinator's inspection of, locations where the recipient sleeps, eats, toilets, relaxes, and any area of the residence that may pose a potential danger. The form should also include questions about the recipient's medication management and who resides at the residence as defined by the DAIL Background Check Policy.

14. GMSS, led by the Director of Quality, shall review all GMSS's clients' Individual Service Agreements (ISAs)/ ILAs, and budgets to ensure the continuity of care and services across all client documents and provided services. The review will ensure that the number of hours requested for different services is appropriate and being used correctly under Medicaid rules and regulations. For example, a review would ensure that the number of direct service hours is appropriate under the plan of care, and that the client is getting the benefit of the budgeted hours. Within ninety days of hire, the Director of Quality will provide a status report of completed reviews ISA/ILAs and the number of ISA/ILAs still to be reviewed to the State. Thereafter, GMSS will report its progress to the State every sixty days until all ISA/ILAs have been reviewed and revised.

15. GMSS agrees to implement employee training improvements. Specifically, GMSS will continue implementation of the DAIL-approved, December 2022 training plan, until such time as that plan may be updated. In addition, for those employees involved in direct service or program oversight, employee training shall include annual education on the rules and regulations

required by Developmental Services, Choices for Care, and the Adult Family Care program; Medicaid fraud; and mandated reporting of abuse, neglect, and exploitation, as appropriate to their role. Training must also include distinct and supplemental onboarding training for direct service staff, service coordinators/specialists, and senior management. The Director of Quality will track the completion of training by staff and ensure that GMSS employees are appropriately and consistently trained. GMSS will further provide the State within ninety days of the Effective Date of this Agreement with an update on the agency's training practices and implementation.

16. GMSS will share within 60 days of the Effective Date its organizational chart and its supervision and support plan for staff. The supervision and support plan will articulate standards for supervisors as well as the support available to staff to receive feedback on their work or raise questions or concerns. GMSS agrees to report on the implementation of Paragraphs 11-16 of this section to MFRAU for a three-year term, unless otherwise shortened by MFRAU ("Settlement Period"). GMSS agrees to provide MFRAU with all documents and information in any form reasonably necessary to complete the review of the implementation of progress of the policies and procedures described above in Paragraphs 11 - 16 in the Agreement. This shall include a review of materials and, potentially, interviews with GMSS employees.

17. In addition, the Director of Quality shall provide written Performance Evaluations to the State, through MFRAU and the Monitor, as described in Attachment C, following the Effective Date. Attachment C is incorporated here by reference.

18. Based on these evaluations and the Oversight Reviews completed by the Monitor, as described in Paragraph 11, the State, in its sole discretion, may reduce the Settlement Period by up to 12 months.

19. GMSS shall pay to the State \$459,190.00 (“Settlement Amount”). The Settlement Amount includes damages under the Vermont Vulnerable Adult Statutes, and damages and penalties under the Vermont False Claims Act. GMSS shall pay the Settlement Amount by electronic funds transfer pursuant to written instructions provided by the Vermont Attorney General’s Office. The payments will be made in the following installments:

- a. Within fourteen days of the Effective Date of this Settlement Agreement, GMSS shall pay the State \$327,282.55.
  - i. GMSS agrees to allow the State to keep all funds currently being withheld by DVHA from GMSS under 42 CFR § 455.23 to satisfy this payment obligation.
- b. Within twelve months of the Effective Date of this Settlement Agreement, GMSS shall pay the State an additional \$56,907.45.
- c. Payment of the remaining \$75,000.00 balance of the Settlement Amount shall be suspended unless the State determines there has been a material breach of the Settlement Agreement. In that event, the suspension shall be revoked and GMSS shall pay \$75,000.00 to the State within three months of the date of the material breach.

20. Subject to the exceptions in Paragraph 22 (concerning reserved claims) below, in consideration of the obligations of GMSS set forth in this Agreement, and conditioned upon GMSS’s payment in full of the Settlement Amount, and compliance with any other material obligations, including the engagement of, and good-faith cooperation with, the Oversight Monitor, the Director of Quality, the State (on behalf of itself, its officers, agents,

agencies, and departments) releases GMSS from any civil or administrative claim the State has or may have for the Covered Conduct.

21. In consideration of the obligations of the State set forth in this Agreement, GMSS, their current and former parents, divisions, subsidiaries, successors, transferees, heirs, assigns, direct or indirect affiliates, current and former owners, shareholders, principals, members, directors, officers, employees, representatives, servants, agents and consultants, release the State, its agencies, political subdivisions, employees, servants, and agents, from any claims that GMSS has asserted, could have asserted, or may assert in the future against the State, related to the Covered Conduct and the State's investigation thereof.

22. Notwithstanding any terms of this Agreement, specifically reserved and excluded from the scope and terms of this Agreement as to any entity or person are to any and all of the following:

- a. Any liability arising under Vermont state tax codes, Vermont tax laws, or Vermont tax regulations;
- b. Any criminal, civil, or administrative liability to the State for conduct other than the Covered Conduct;
- c. Any claims and/or actions related to any professional license; business license; the unlicensed practice of a profession; or the unlicensed operation of a business;
- a. Any liability based upon obligations created by this Agreement;
- b. Any liability for express or implied warranty claims or other claims for defective or deficient products or services, including quality of goods and services; and

- c. Any liability for personal injury or property damage or for other consequential damage arising from the Covered Conduct.

23. In accordance with 26 U.S.C. § 6050X and its associated regulations, the State of Vermont shall file an information return with the Internal Revenue Service utilizing Form 1098-F or any successor form. The State of Vermont shall furnish a copy of Form 1098-F to GMSS at the time that the Form 1098-F is submitted to the IRS. The State of Vermont takes no position nor makes any representation as to whether the Internal Revenue Service will allow any deduction by GMSS of any amounts paid under this Agreement.

24. GMSS shall be deemed in default of this Agreement if the State, in its sole discretion, determines that a Default Event, described in subparagraphs a and b below, has occurred, after following the procedure described in Paragraph 25 below:

- a. GMSS fails to make any installment payment of the Settlement Amount as provided for in Paragraph 19 of this Agreement; or
- b. GMSS fails to satisfy any other material obligations undertaken in this Agreement.

25. In the event the State determines that a Default Event has occurred, the State shall provide written notice (“Notice of Default”) and allow GMSS an opportunity to cure the Default Event within twenty (20) business days of receipt of the written notice. Notice of Default will be sent by certified first class mail to: Counsel for GMSS, Shireen T. Hart, Primmer Piper Eggleston & Cramer PC, PO Box 1489, Burlington VT 05402.

26. If GMSS does not cure the Default Event to the State’s reasonable satisfaction within twenty (20) business days of receipt of the Notice of Default, the Vermont Attorney General’s Office may declare GMSS in default of this Agreement (“Declaration of Default”).

27. Upon a Declaration of Default, the State may exercise, at its sole option, one or more of the following rights, as applicable:

- a. revoke the \$75,000 suspended payment as laid out in Paragraph 19;
- b. retain any payments previously made,
- c. rescind the Agreement and proceed against GMSS for any claims, including those to be released by the Agreement, in which case GMSS may contest whether a Default has occurred in court;
- d. Exercise any other right granted by law, or under the terms of the Agreement, or recognizable at common law or in equity.

28. The Parties represent that this Agreement is freely, knowingly, and voluntarily entered into with the advice of counsel without any degree of duress or compulsion whatsoever.

29. Each party to this Agreement shall bear his, her or their own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

30. The laws of the State of Vermont govern this Agreement. The Parties agree that the exclusive jurisdiction and venue for any dispute arising between and among the Parties under this Agreement shall be the Vermont Superior Court, Washington County unless otherwise agreed in writing by the State and GMSS.

31. This Agreement is intended to be for the benefit of the Parties only, and by this instrument the Parties do not release any liability against any other person or entity.

32. Nothing in this Agreement constitutes an agreement by the State concerning the characterization of the Settlement Amount for the purposes of the state or federal tax laws.

GMSS will rely on its own counsel or experts regarding the effect of this Agreement under any state or federal tax laws.

33. GMSS represents and warrants that the representative(s) designated below are authorized to execute this Agreement on their behalf, and that GMSS has not assigned any claims, rights, or liabilities subject to this Agreement to any other person. The undersigned State signatories represent that they are signing this Agreement in their official capacities and that they are authorized to execute this Agreement on behalf of the State through their respective agencies and departments.

34. This Agreement shall be binding on all successors, transferees, heirs, and assigns of the Parties.

35. All Parties consent to the disclosure by the State of this Agreement and information about this Agreement to the public.

36. This Agreement constitutes the complete agreement among the State and GMSS with respect to this matter and shall not be amended except by written consent of the Parties.

37. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same Agreement.

38. This Agreement is effective on the date of the signature of the last signatory to the Agreement (“Effective Date”). Facsimiles and electronic transmissions of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

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**STATE OF VERMONT**  
**CHARITY R. CLARK**  
**VERMONT ATTORNEY GENERAL**

DATED: 12/15/2023

DocuSigned by:  
*Elizabeth L. Anderson*  
BY: \_\_\_\_\_  
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Elizabeth L. Anderson, AAG  
Medicaid Fraud and Residential Abuse Unit  
Office of the Vermont Attorney General

**GREEN MOUNTAIN SUPPORT**  
**SERVICES, INC.**

DATED: 12/14/2023

DocuSigned by:  
*Elizabeth Walters*  
BY: \_\_\_\_\_  
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Elizabeth Walters, Executive Director

**COUNSEL FOR GMSS, INC.**

DATED: 12/14/2023

DocuSigned by:  
*Shireen Hart*  
BY: \_\_\_\_\_  
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Shireen T. Hart, Esq.  
Primmer Piper Eggleston & Cramer PC



## **Attachment A**

1. As a material obligation of the Settlement Agreement, Green Mountain Support Services (“GMSS”) agrees to engage Champlain Community Services (“CCS”) to serve as Oversight Monitor (“Monitor”), for a maximum term of three years, beginning March 30, 2023, and ending on April 1, 2026 (“Review Period”). However, the State, in its sole discretion, may shorten this term to April 1, 2025, based on GMSS’ performance in prior Oversight Reports, described in section 5 below.

2. The purpose of the Monitor is to provide the State of Vermont with objective assessments of the performance of GMSS related to compliance with Vermont Medicaid Rules and Regulations, and the delivery of care to GMSS clients during the Review Period.

3. To fulfill this purpose, CCS shall conduct a series of Oversight Reviews, assessing GMSS’s compliance with Vermont Medicaid Rules and Regulations and its delivery of care to GMSS clients according to various measures, and by issuing a written summary of compliance to the State and GMSS.

4. CCS shall conduct an initial Oversight Review of its engagement by GMSS and issue a written report by April 1, 2024. CCS shall complete three subsequent Oversight Reviews and issue written reports by October 1, 2024, March 1, 2025, and April 1, 2026, unless the State directs otherwise.

5. GMSS agrees to engage CCS for a three-year term. However, the State, in its sole discretion, may shorten this term to April 1, 2025, based on GMSS’s performance as reflected in the April 1, 2024, October 1, 2024, and March 1, 2025, Oversight Reports.

6. GMSS further agrees to enter an agreement with CCS to perform the duties of the Monitor (“Engagement Agreement”) within 30 days of the Effective Date of the Settlement Agreement. The State may review the Engagement Agreement before it is executed.

GMSS shall be solely responsible for the payment of CCS's reasonable fees and expenses pursuant to the Engagement Agreement.

7. The Engagement Agreement shall provide for CCS's production of the Oversight Reviews and Reports described in paragraphs 2 and 3 above, each of which shall include, but not be limited to, the following components with respect to GMSS:

- a. One or more requests by CCS for the production of information and documents;
- b. Review of client files and the delivery of services to Clients for which requests for information and documents have been made.
- c. Review of clinical care policies and procedures;
- d. Review of human resource, hiring, and training program; and
- e. Review of the work completed by the Director of Quality as outlined in Attachment B.

8. GMSS understands and agrees that CCS shall request the production of documents and information in connection with each Oversight Review. GMSS shall provide the documents or information as CCS reasonably requests, and as permitted by law, in a prompt and timely manner at the expense of GMSS.

9. GMSS understands and agrees that CCS may conduct on-site visits as reasonably necessary to perform its duties as Monitor. On-site visits shall be unannounced, but within an announced two-week timeframe, and may include meetings with GMSS's management, employees, and third-party vendors, as well as with consenting Shared Living Providers, GMSS clients, their families, or others who may have relevant information.

10. GMSS agrees to provide CCS with access to management personnel, employees (permanent, part-time, and temporary), and to facilitate access to third-party contractors including Shared Living Providers, and where appropriate, GMSS clients and family members,

in response to GMSS's reasonable requests for interviews and other communication. GMSS also agrees to provide CCS with access to all documents and information reasonably necessary to complete all components of an on-site visit. With the cooperation of GMSS, CCS shall conduct all on-site visits in a manner designed to cause the least disruption to the operations of the agency.

11. GMSS understands and agrees that CCS shall conduct a review of policies and procedures in connection with each Oversight Review that shall include, but not be limited to:

- a. Agency staffing levels and vacancies being recruited for;
- b. Standards and compliance with submitting encounter data;
- c. Appropriateness of client placements and completion of documentation related to client placement;
- d. Review of incident reporting documents, risk assessment tools, and fraud and abuse policies used by Green Mountain Support Services and review the level of compliance by employees responsible for using these documents;
- e. Development, content, and updating of annual person-centered plans, including the establishment of outcomes and progress benchmarks;
- f. Clinical oversight of care providers handling medication management and completion of medical administration records;
- g. Documentation of, and response to critical incident reports, appeals, and grievances;  
and
- h. Compliance with the Vermont State System of Care Plan for Developmental Disabilities, the Regulations Implementing the Developmental Disabilities Act of 1996, and incorporation of the Principles of Developmental Disabilities Services

found in the Developmental Disabilities Act of 1996, into Green Mountain Support Services guiding documents.

12. GMSS agrees to provide CCS with all documents and information in any form reasonably necessary to complete the review of policies and procedures described above in Paragraph 11.

13. GMSS understands and agrees that CCS shall review the human resource policies and training programs with each Oversight Review including, but not limited to:

- a. Policies and procedures regarding, and documentation of, screening and credentialing of employees, including background checks and references;
- b. Development, content, and manner of presentation of initial training for newly-hired employees;
- c. Development, content, frequency, and documentation of ongoing training for existing employees;
- d. Policies, procedures, and practices regarding the use and screening of temporary or contracted direct support employees provided by a third party; and
- e. Policies, procedures, and practices regarding the training of temporary or contracted direct support employees provided by third parties.

14. GMSS agrees to provide CCS with all documents and information in any form, as well as access to employees with responsibilities for the development and delivery of training programs, reasonably necessary to complete the review of human resource policies and training programs as described above in Paragraph 13.

15. GMSS understands and agrees that CCS shall review the delivery of care services in connection with each Oversight Review, including a review of a sample of client records,

performed pursuant to HIPAA-compliant Business Associate Agreements. CCS shall select the client records for review from a complete list of current GMSS clients. The records review will focus on the quality and sufficiency of the documentation, and the delivery of care services, including but not limited to:

- a. Client ILA/ISA and Behavior Support Plans;
- b. Patient clinical history;
- c. Findings from initial evaluation/assessment of patient;
- d. Appropriateness of SLP placements;
- e. Participation by all members of each client's care team;
- f. Content and appropriateness of treatment plans;
- g. Delivery of treatment and/or services; and
- h. Documentation of Home Visits and Medication Administration Record Sheets.

16. GMSS agrees to provide CCS client lists and access to client files as reasonably necessary, and as permitted under the law, to complete the review of the delivery of client-care services as described above in Paragraph 15.

17. CCS shall produce a written report of its findings and recommendations to the State and GMSS by the dates listed in Paragraphs 2 and 3. GMSS shall have the opportunity to submit written comments in response to any Oversight Review to the Vermont Attorney General's Office and CCS following the submission of a written report.

18. In addition to the Oversight Reports, CCS shall conduct a Special Evaluation, when requested by the State, of any GMSS client for whom GMSS received an adverse administrative finding – such as a finding for failure to file a Critical Incidents Report, an APS Report, a Survey and Certification Reports, a Report to Special Investigations Unit at Department of Vermont

Health Access (DVHA), or a Police Report, during the Review Period. A Special Evaluation shall focus on whether GMSS has implemented appropriate corrective action to the reasonable satisfaction of the Vermont Attorney General's Office and may include site visits, interviews, and requests to produce documents and information.

19. GMSS understands and agrees that CCS is performing its services as an Oversight Monitor for the benefit of the State of Vermont, among others. CCS shall, as necessary to complete its duties, disclose to the Office of the Vermont Attorney General any and all information obtained, including any salient communications with GMSS or any affiliated entity, in connection with the performance of its duties as Oversight Monitor. GMSS further agrees that CCS's work as Oversight Monitor shall not be subject to GMSS's or any affiliated entities, an assertion of confidentiality or privilege of any kind unless required by law.

20. The Vermont Attorney General's Office may contact CCS at any time during the Review Period to discuss GMSS's compliance with the Settlement Agreement or other matters related to it. GMSS may also contact CCS to discuss any matter related to the conduct of the Oversight Reviews and the Engagement Agreement.

21. GMSS understands and agrees that CCS is required to collaborate with the Director of Quality, described in Section III, Paragraph 2 of the Settlement Agreement and further described in Attachment B, in the performance of its duties as Oversight Monitor. In that connection, CCS may contact and have communications with the Director of Quality at any time during the Review Period. These communications may be confidential if necessary to promote the fulfillment of the Settlement Agreement and GMSS agrees to permit these communications without limitation or notice.

22. GMSS agrees to use its best efforts to resolve in good faith any disputes that arise related

to the performance of CCS's duties as a Monitor. In the event GMSS and CCS are not able to resolve a dispute, they will bring the dispute to the Office of the Vermont Attorney General for resolution.

## **Attachment B**

1. As a material obligation of the Settlement Agreement, GMSS agrees to create a new permanent position designated the “Director of Quality” (or a substantially similar title), and to employ an individual to serve in this capacity.
2. The Director of Quality is intended to ensure consistent practices in client placements, case management, and monitoring of recipient services, as well as overseeing employee training and support, in all programs for which GMSS provides, arranges, or oversees care, including Developmental Services, Choices for Care, and The Brain Injury waiver programs.
3. The Director of Quality shall work with the Oversight Monitor (“Monitor”) and shall report to the GMSS Executive Director.
4. The Director of Quality shall have reporting duties to the State through the Medicaid Fraud and Residential Abuse Unit (“MFRAU”) and the Monitor.
5. The Director of Quality shall lead a review of all GMSS’s clients’ Individual Service Agreements (ISAs)/Independent Living Assessments (ILAs), and budgets to ensure the continuity of care and services across all client documents and provided services. Within ninety days of the start date, the Director of Quality will provide a status report of completed reviews of ISA/ILAs and the number of ISA/ILAs still to be reviewed to the State. Thereafter, GMSS will report its progress to the State every sixty days until all ISA/ILAs have been reviewed and revised.
6. The Director of Quality shall also be responsible for, among other things:
  - a. Ensuring the development of the Client Placement Policy and Checklist, verifying its consistent implementation, and ensuring compliance over the period of the Agreement;



- b. Ensuring the employee training plan is consistently implemented, effective, and updated as needed, and that progress notes are provided semi-annually to the Executive Director and Board of Directors;
- c. Supporting the staff supervision and support plan by auditing five clients' charts each month to identify areas that employees need to improve upon and by reporting those findings to the appropriate supervisor and departmental Director. The chart reviews will include a review of case notes and encounter data and will serve to ensure compliance with Medicaid Rules and Regulations. Two of the five selected clients will be those with a yearly budget of over \$100,000.

7. Director of Quality shall provide written Performance Evaluations to the Monitor and MFRAU by the following dates: March 1, 2024; September 1, 2024; February 1, 2025; and March 1, 2026, as described in Attachment C.

8. GMSS agrees to work in good-faith cooperation with the State through MFRAU, and the Director of Quality to identify additional areas of authority and responsibility that may be required and to determine how the Director of Quality will exercise authority and perform their job functions.

9. GMSS shall be responsible for hiring the Director of Quality within ninety days after the Effective Date of the Settlement Agreement. GMSS's Executive Director and Quality Director shall meet with the State, through MFRAU's Civil Investigator or other designee, within sixty days of the hiring of the Director of Quality.

## **Attachment C**

1. MFRAU, through its Civil Investigator or other designee will review GMSS's performance as reflected in Performance Evaluations submitted by the following timeline: March 1, 2024; September 1, 2024; February 1, 2025; and March 1, 2026.

Performance Evaluations should at a minimum include the following information:

- a. Work of the Director of Quality services;
  - b. Assessment of Training Program Implementation and staff participation;
  - c. Assessment of GMSS's review of Individual Service Agreements ("ISA")/ ILAs for GMSS clients;
  - d. Assessment and implementation of Client Placement Policy and Checklist. The assessment shall include, but not be limited to, the following data: the number of client placements and the number of Placement checklists completed;
  - e. Assessment, implementation, and monitoring of the Home Visit Policy and Checklist. The assessment shall include, but not be limited to, the following data: number of scheduled home visits, number of completed home visits; number of home visit checklists completed; number of home visits missed, and the reason(s) they were missed; and
  - f. Assessment of GMSS's employee support program.
2. GMSS understands and agrees that MFRAU may review as part of the Performance Evaluation, but is not limited to, the following:

- a. Specific Client's Individual Service Agreements ("ISA")/ ILAs and Behavioral Support Plans;
- b. Specific Client's Client Placement Checklist;

- c. Case notes related to Home Visits, and other interactions between GMSS and SLPs;
  - d. Home Visit Checklists; and
- 3. Training materials and tracking of staff participation.