

<b>Successor to the Agreement Between:</b>	)	
	)	
<b>MSEA-SEIU Local 1989</b>	)	<b>Maine State Employees</b>
	)	<b>Association, Local 1989</b>
<b>and</b>	)	<b>Service Employees</b>
	)	<b>International Union</b>
<b>Alpha One</b>	)	
<hr/>	)	

The following is the successor agreement between MSEA-SEIU Local 1989 and Alpha One, representing Direct Care Workers pursuant to contracts between the State of Maine and Alpha One.

This document should be read in conjunction with the 2009-2011 agreement which expires September 30, 2011.

Term of agreement: This agreement will remain in effect from the date of signing through September 30, 2014.

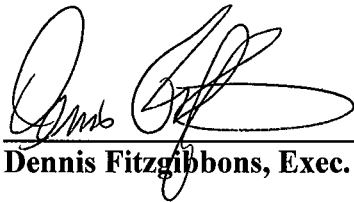
With a goal of expanding and improving the working relationship between Alpha One and MSEA SEIU Local 1989, the parties enter into this successor agreement with a shared commitment to the direct care workforce and the consumers they serve.

In addition to the provisions of the existing agreement, we hereby outline several additional priorities and goals to build our working relationship:

- Improve communication between the organizations and utilize the strengths of each in the fight for a better direct-care working environment.
  - Work together on initiatives to improve the working lives of direct care workers and their consumers.
  - Act jointly to propose, sponsor, enact and implement legislative measures that help direct care workers and their consumers, including implementation of Public Law Chapter 546, LD 1364, An Act to Stimulate the Economy by Expanding Opportunities for Personal Assistance Workers. (Appendix A)
  - Support inclusion of direct care workers as the DHHS system changes.
  - Advocate for advancements in the training, credentialing and professionalization of the direct care workforce.
  - Rationalize and streamline the system to help workers and their consumers.
  - Continue the fight for economic justice for all direct care workers in Maine, and their consumers.
  - Continue to advocate for higher wages as set by the Legislature, with a goal of a significant pay increase to \$12 per hour for all Medicaid funded programs.
  - Continue to advocate for health insurance and paid sick days for direct care workers.
  - Extend and expand the working relationship between MSEA and Alpha One.
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In witness whereof, the parties hereto have caused this Agreement to be executed this 1<sup>st</sup> day of November 2011, as indicated below:

For Alpha One:



Dennis Fitzgibbons, Exec. Dir.

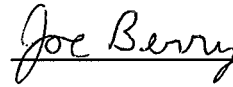
For MSEA SEIU Local 1989:



MSEA President Ginette Rivard



Brian Oelberg, MSEA Field Rep.



Joe Berry, Chapter President

**AGREEMENT BETWEEN**  
**MSEA-SEIU LOCAL 1989 AND ALPHA ONE**

Maine State Employees Association, Service Employees International Union Local 1989 (MSEA-SEIU Local 1989) as the representative of Direct Care Workers whose employment is funded pursuant to contracts between the State of Maine and Alpha One, which are administered by Alpha One, and Alpha One, affirm our close working relationship, based on close communication and cooperation aimed at achieving our mutual goals. Through an extended dialogue, our organizations have represented our members and constituents by identifying areas where joint actions can enhance the working conditions for Direct Care Workers and greater access to services for seniors and consumers with disabilities.

We marked our first joint success in the Second Special Session of the 121st Maine Legislature with the creation of a Working Group to advise the Commissioners of the Maine Department of Health and Human Services and the Maine Department of Labor about consumer directed programs within Maine's long-term supportive services system. The subsequent Working Group activities, whose agenda and outcomes were strongly shaped by our united mobilization of PCAs and Consumers, formed the foundation for much of the activity jointly undertaken.

The Working Group articulated Foundational Principles, and specifically advocated the inclusion of:

- Surrogacy and Alternative Decision Making Models
- Enhancing "Intake" for the Long Term Supportive Services System
- Providing Direct Care Workers a Livable Wage.

This working group report became the basis for the ongoing legislative program, led by the MSEA-SEIU Local 1989 that culminated in the passage of LD 1991 during the Second Regular Session of the 122nd Maine Legislature.

In furtherance of these goals, MSEA-SEIU Local 1989 and Alpha One, together with other interested parties, succeeded in the passage of LD 1078 during the First Regular Session of the 124<sup>th</sup> Maine Legislature. As a part of the ongoing legislative program, LD 1078 puts into statutory language the principles and approaches of the Working Group and LD 1991 as well as creating new opportunities for consolidating delivery of services to consumers in the long term care system.

The Second Regular Session of the 124<sup>th</sup> Maine Legislature will consider LD 1364, held over from the First Regular Session. This legislation mandates standardization of wages for Direct Care Workers, and such wage rates to be set by the Legislature through the budget process as well as proposing a significant pay increase to \$12.00 per hour for all Medicaid funded programs.

Taken together, these initiatives offer opportunities to extend and expand the working relationship between MSEA-SEIU Local 1989 and Alpha One. This Agreement is the essential next step in our combined efforts to improve the lives of our members and consumers.

This joint work will continue with the full implementation of all provisions of LD 1991, LD 1078, and LD 1364 including working together for enhancements to the long term care system

that will insure a continuing path for achieving a livable wage for direct care workers as well as expand participation of seniors and people with a disability. Program changes that enable surrogacy, enhance the "Intake" procedure, reduce unnecessary or duplicative administrative activities and utilize new federal program provisions remain common goals for Maine State Employees Association, Service Employees International Union Local 1989 and Alpha One.

Further, Alpha One anticipates utilizing these new provisions to expand and transform its service role by providing services in a variety of modes including self-directed, surrogate assisted self-directed, and full agency services. Such a system should make services more portable for consumers while providing more employment opportunities for direct care workers who can operate seamlessly in all of these modes. This contract shall be binding upon the parties hereto, their successors, transferees and assignees. In the event Alpha One sells (asset or stock) or transfers this operation, this agreement shall remain in full force and effect and be binding upon the purchaser or transferee. If Alpha One pursues an employee-ownership model, either partially or wholly, it commits to partnering with MSEA-SEIU Local 1989 in the planning and design of any such model and bargaining over the implementation of any such model.

Recognizing that the creation and launch of this new model of service delivery will require a significant investment, MSEA-SEIU Local 1989 agrees to offer assistance to Alpha One in its attempts to identify and secure sufficient capital resources through grants, investments, and loans to enable this business expansion. Such investment will be necessary to build capacity that will be deployed when a new contract between Alpha One and the State of Maine for delivery of these expanded services is completed and executed. It is anticipated that this new investment will be made in early 2010, with the new capacity for the full-service agency will be fully operational by the beginning of the next state fiscal year (July 1, 2010).

Now, therefore, the Parties enter into this agreement with a shared commitment to expanding access to quality long term care services for whose benefit this program exists. The agreement represents one step in a cooperative effort to improve the working lives of Direct Care Workers and, by extension, the lives of the consumers. With these ends in mind, the parties agree to the following as formal recognition of their ongoing working relationship for the benefit of Direct Care Workers and Consumers:

1. Recognition:

Alpha One recognizes MSEA-SEIU Local 1989 (the "Union") as the representative of Direct Care Workers in programs administered by Alpha One pursuant to contracts with the State of Maine. Alpha One agrees that it will work with the Union, as the representative of Direct Care Workers, with regard to issues of its administration of all programs that impact the employment conditions of the Direct Care Workers as a group.

2. Wages and benefits:

- a. Effective July 1, 2006, the hourly rate will increase from \$7.71 per hour to \$9.00 per hour, and is retroactive to July 1, 2006. Alpha One agrees to implement direct deposit to a bank or credit union of the Direct Care Worker's choosing.
- b. In the event that the legislature or DHHS shall pass such statute or rule that increases the rates provided to Alpha One for the care that is given, increases shall be passed through to the workers in the form of pay and benefits. In such

a case, MSEA-SEIU Local 1989 will be able to reopen this Section of the contract with 30 days' notice in order to work out how such increases shall be distributed.

- c. Alpha One shall provide to all new employees and new consumers a copy of the SEIU Health and Dental Insurance plan. MSEA-SEIU shall provide this information and all accompanying literature to Alpha One and field all questions related to this insurance.
  - d. Alpha One shall, upon the successful completion of Article 2, Section b, form a pre-tax health savings account that shall be open to all Alpha One employees and providers. This health savings account shall comply with all minimum standards of Federal law for these types of accounts.
  - e. Alpha One and MSEA-SEIU Local 1989 shall send out to all consumers a summary of all SEIU-offered benefits for their employees twice a year with the costs being born by MSEA-SEIU Local 1989.
3. Continued joint efforts:  
Alpha One and the Union will continue to work together toward full implementation of LD 1991, LD 1078, and passage of LD 1364 including the second-stage wage increase for Direct Care Workers, and will continue to work together for enhancements to long term care programs that will ensure a continuing path for achieving a livable wage for direct care workers. In addition, the parties reaffirm their commitment to work jointly to achieve additional enhancements to programs that will increase participation in such programs and thereby increase employment opportunities for direct care givers.
4. Union Membership and Dues Collection:
- a. Upon execution of this Agreement and as a term of employment at Alpha One, all employees and/or employees of consumers coordinated on behalf of consumers by Alpha One shall either become a member of MSEA-SEIU Local 1989 or pay an applicable service fee to MSEA-SEIU Local 1989. New employees and/or new employees of consumers coordinated on behalf of consumers by Alpha One shall have thirty (30) days as of the time of employment to meet this requirement. If within sixty (60) days an employee and/or employees of consumers coordinated on behalf of consumers by Alpha One have not met this requirement, MSEA-SEIU Local 1989 may notify Alpha One of the non-compliance and move for their termination. Existing employees and/or employees of consumers coordinated on behalf of consumers by Alpha One shall have thirty (30) days from execution of this Agreement to comply with this term of employment.
  - b. The Union shall provide to Alpha One the forms Direct Care Workers must complete in order to become members of the Union and to authorize the deduction from their pay of Union dues and any additional voluntary Union deductions. Alpha One agrees to provide those forms to consumers for completion by their current Direct Care Workers within one month of the execution of this agreement and whenever a Direct Care Worker begins employment.

- c. Upon receiving from the Consumer or from the Union the written request of a Direct Care Worker, Alpha One shall deduct from the Direct Care Worker's pay biweekly Union dues plus any additional voluntary Union deductions and shall remit those amounts to the Union on a biweekly basis. Dues deduction shall continue until such time that Alpha One receives the Direct Care Worker's written request for cancellation of the dues deduction, or the Direct Care Worker's employment ends. The Union agrees that there will be at most four (4) levels of dues deductions to be administered.
- d. Employees working less than eight (8) hours per week shall be exempt from paying union dues and/or service fees but shall be eligible for full membership within MSEA-SEIU Local 1989 upon completing the standard union membership card. Employees shall only be exempt from paying union dues and/or service fees as long as they remain under eight (8) hours per week.
- e. Alpha One shall promptly forward to the Union any applications for Union membership, payroll deductions or dues cancellation. The Union shall promptly forward to Alpha One any applications for Union membership, payroll deduction or dues cancellation it receives.
- f. Upon return from any break in service of not more than six (6) months, reinstatement of the dues deduction shall occur for those workers who were having dues deducted immediately prior to said break in service.
- g. Dues deduction shall only occur after all mandatory and priority deductions are made in any pay period.
- h. Voluntary payroll deductions made to the Union for Income Protection Insurance and PASER/COPE contributions shall be submitted at the same time as regular dues deductions. The Union shall receive a list for each voluntary deduction on a monthly basis, listing each Direct Care Worker, the amount deducted, and the purpose of the deduction.
- i. The union shall provide Alpha One with a list of the names of authorized Union staff representatives and elected officers, and shall update those lists as necessary. Alpha One will distribute these names to Consumers for distribution to their Direct Care Workers.
- j. The Union shall indemnify and hold Alpha One harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by Alpha One for the purpose of complying with the provisions of this Article.
- k. The Union shall reimburse Alpha One for any reasonable and actual costs incurred in modifying administrative systems to meet the requirements of this agreement.

5. Exchange of Information:

Approximately monthly, Alpha One will provide the Union with a list containing each Direct Care Worker's name, address, telephone number, hours worked, gross pay, union dues or service fee, and other Union deductions for the previous month's activity. The list will be provided in an agreed-upon format and transmitted electronically. The Union shall indemnify and hold Alpha One harmless against claims, demands, suits, or other forms of liability which may arise out of action taken by Alpha One or its designee for the purpose of complying with the provisions of this section.

6. Quality Assurance Committee:

Alpha One and the Union agree to establish a quality assurance committee that includes an equal number of Consumers and Direct Care Workers, plus one member of Alpha One management and one representative of the Union. This committee will meet to consider and review issues of mutual concern to Consumers and Direct Care Workers. This committee shall meet upon request by either party, but not more than once per month. This committee does not supercede the Consumer's undisputed rights provided by law.

7. Administrative Issue Resolution:

Alpha One and the Union agree that they will meet as needed, to discuss and resolve issues of administration that impact their joint interest in enhancing the long term care programs for both Consumers and Direct Care Workers. The Union acknowledges that at all times, Alpha One remains bound by the provisions of its contract with the State of Maine, and the rules and regulations promulgated by the State of Maine, with regard to administration of long term care programs.

8. Dispute Resolution:

Any dispute over the meaning or application of this agreement shall be resolved through final and binding arbitration, provided that nothing herein shall be construed to diminish or interfere with the concurrent jurisdiction of an administrative agency over unfair labor practice and representation issues. If we are unable to agree on an appropriate process to resolve a dispute, this matter shall be resolved under the Labor arbitration rules of the American Arbitration Association pertaining to labor arbitrations. The arbitrator's award shall be final and binding on Alpha One, Inc. and its Affiliates and the Maine State Employees Association, SEIU Local 1989.

9. Duration of Agreement:

This agreement shall remain in effect until September 30, 2011. Either party shall give sixty (60) days' written notice, prior to the expiration of this Agreement, of a desire to negotiate a new collective bargaining agreement or to modify this Agreement. The terms and conditions of this Agreement shall remain in full force and effect after said expiration date and during the period of collective bargaining negotiations for a new Agreement.

MAINE STATE EMPLOYEES  
ASSOCIATION, SEIU, LOCAL 1989

ALPHA ONE

BY: \_\_\_\_\_  
Bruce Hodsdon  
MSEA-SEIU Local 1989

\_\_\_\_\_  
Dennis Fitzgibbons  
Alpha One

DATE: February, 2010



PLEASE NOTE: Legislative Information *cannot* perform research, provide legal advice, or interpret Maine law. For legal assistance, please contact a qualified attorney.

## **An Act To Stimulate the Economy by Expanding Opportunities for Personal Assistance Workers**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 22 MRSA §3174-LL** is enacted to read:

### **§ 3174-LL. Reimbursement for personal assistance services in MaineCare**

The department shall reimburse providers of personal assistance services and personal assistance workers through standardized administrative and pay rates across all MaineCare programs beginning October 1, 2009.

**1. Definition.** For purposes of this section, unless the context otherwise indicates, "personal assistance services" means assistance with activities of daily living and instrumental activities of daily living.

**2. Standardized administrative rate.** The standardized administrative rate must apply to all providers of personal assistance services.

**3. Standardized wage rate.** The standardized wage rate must apply to all personal assistance workers. The wage rate must be at least \$12 per hour.

**4. Rulemaking.** The department shall adopt rules to implement this section, including specifying what constitutes activities of daily living and instrumental activities of daily living. Rules adopted pursuant to this subsection are routine technical rules as defined in Title 5, chapter 375, subchapter 2-A.

**Sec. 2. 22 MRSA §7310** is enacted to read:

### **§ 7310. Reimbursement for personal assistance services**

The department shall reimburse providers of personal assistance services and personal assistance workers through standardized administrative and pay rates across all programs of in-home and community support services and in institutional settings beginning October 1, 2009.

**1. Definition.** For purposes of this section, unless the context otherwise indicates, "personal assistance services" means assistance with activities of daily living and instrumental activities of daily living.

**2. Standardized administrative rate.** The standardized administrative rate must apply to all providers of personal assistance services.

**3. Standardized wage rate.** The standardized wage rate must apply to all personal assistance workers. The wage rate must be at least \$12 per hour.

**4. Rulemaking.** The department shall adopt rules to implement this section, including specifying what constitutes activities of daily living and instrumental activities of daily living. Rules adopted pursuant to this subsection are routine technical rules as defined in Title 5, chapter 375, subchapter 2-A.

#### SUMMARY

This bill establishes the reimbursement by the Department of Health and Human Services for personal assistance services through standardized rates, beginning October 1, 2009, that apply to all providers and workers in programs, institutional settings, in-home services and community support services.

PLEASE NOTE: Legislative Information **cannot** perform research, provide legal advice, or interpret Maine law. For legal assistance, please contact a qualified attorney.

## **An Act To Strengthen Sustainable Long-term Supportive Services for Maine Citizens**

**Be it enacted by the People of the State of Maine as follows:**

**Sec. 1. 22 MRSA §7301**, as enacted by PL 1981, c. 511, §1, is amended to read:

### **§ 7301. Legislative intent**

**1. Findings.** The Legislature finds that:

- A. In-home and community support services have not been sufficiently available to many adults with long-term care needs;
- B. Many adults with long-term care needs are at risk of being or already have been placed in institutional settings, because in-home and community support services or funds to pay for these services have not been available to them;
- C. In some instances placement of adults with long-term care needs in institutional settings can result in emotional and social problems for these adults and their families; and
- D. For many adults with long-term care needs, it is less costly for the State to provide in-home and community support services than it is to provide care in institutional settings; and
- E. The majority of adults with long-term care needs have indicated a preference to remain in their own homes and in community settings rather than having their needs met in institutional settings;
- F. For many adults with long-term care needs and their families, the process to identify and secure appropriate services is confusing and difficult to navigate; and
- G. A sustainable system of long-term care to meet the needs of citizens must emphasize in-home and community support services that capitalize upon personal and family responsibility.

**2. Policy.** The Legislature declares that it is the policy of this State:

- A. To increase the availability of in-home and community support services for adults with long-term care needs;
- B. That the priority recipients of in-home and community support services, pursuant to this subtitle, ~~shall be~~ the elderly and disabled adults who are at the greatest risk of being, or who already have been, placed inappropriately in an institutional setting; and
- C. That a variety of agencies, facilities and individuals ~~shall~~must be encouraged to provide in-home and community support services; and

D. That the overall design of the long-term care system and the allocation of long-term care resources promote the goal of at least 50% of the elderly and disabled adults receiving in-home and community support services and no more than 50% of those being served receiving such services in institutional settings.

**Sec. 2. 22 MRSA §7302**, as amended by PL 2001, c. 596, Pt. B, §10 and affected by §25 and amended by PL 2003, c. 689, Pt. B, §§6 and 7, is further amended to read:

### **§ 7302. Definitions**

As used in this subtitle, unless the context otherwise indicates, the following terms have the following meanings.

**1. Adults with long-term care needs.** "Adults with long-term care needs" means adults who have physical or mental limitations which restrict their ability to carry out activities of daily living and impede their ability to live independently, or who are at risk of being, or who already have been, placed inappropriately in an institutional setting.

**1-A. Activities of daily living.** "Activities of daily living " means activities essential to a person's daily living including: eating and drinking; bathing and hygiene; dressing, including putting on and removing prostheses and clothing; toileting, including toilet or bedpan use, ostomy or catheter care, clothing changes and cleaning related to toileting; locomotion or moving between locations within a room or other areas, including with the use of a walker or wheelchair; transfers or moving to and from a bed, chair, couch, wheelchair or standing position; and bed mobility or positioning a person's body while in bed, including turning from side to side.

**2. Agreement.** "Agreement" means a contract, grant or other method of payment.

**2-A. Assessment.** "Assessment" means an evaluation of the functional capacity of an individual to live independently given appropriate supports with activities of daily living and instrumental activities of daily living.

**3. Commissioner.** "Commissioner" means the Commissioner of Health and Human Services.

**3-A. Consumer.** "Consumer" means a person eligible for services under this subtitle.

**4. Department.** "Department" means the Department of Health and Human Services.

**5. In-home and community support services.** "In-home and community support services" means health and social services and other assistance required to enable adults with long-term care needs to remain in their places of residence. These services include, but are not limited to, self-directed care services; medical and diagnostic services; professional nursing; physical, occupational and speech therapy; dietary and nutrition services; home health aide services; personal care assistance services; companion and attendant services; handyman, chore and homemaker services; respite care; counseling services; transportation; small rent subsidies; various devices ~~which~~that lessen the effects of disabilities; and other appropriate and necessary social services.

**6. Institutional settings.** "Institutional settings" means residential care facilities, licensed pursuant to chapter 1664; intermediate care and skilled nursing facilities and units and hospitals, licensed pursuant to chapter 405; and state institutions for individuals who are mentally ill or mentally retarded or who have related conditions.

**6-A. Instrumental activities of daily living.** "Instrumental activities of daily living" means the essential, nonmedical tasks that enable the consumer to live independently in the community, including light housework, preparing meals, taking medications, shopping for groceries or clothes, using the telephone, managing money and other similar activities.

**7. Personal care assistance services.** "Personal care assistance services" means services which are required by an adult with long-term care needs to achieve greater physical independence, which may be ~~consumer directed~~self-directed and which include, but are not limited to:

- A. Routine bodily functions, such as bowel or bladder care;
- B. Dressing;
- C. Preparation and consumption of food;
- D. Moving in and out of bed;
- E. Routine bathing;
- F. Ambulation; and
- G. ~~Any other similar activity~~Activities of daily living and instrumental activities of daily living.

**8. Personal care assistant.** "Personal care assistant" means an individual who has completed a training course of at least 40 hours, which includes, but is not limited to, instruction in basic personal care procedures, such as those listed in subsection 7, first aid and handling of emergencies; or an individual who meets competency requirements, as determined by the department or its designee; or, if providing service to a consumer receiving self-directed attendant services under chapter 1622, a person approved by the consumer or the consumer's surrogate as being able to competently assist in the fulfillment of the personal care assistance services outlined in the consumer's authorized plan of care. Nothing in Title 32, chapter 31, may be interpreted to require that a personal care assistant be licensed under that chapter or supervised by a person licensed under that chapter.

**9. Provider.** "Provider" means any entity, agency, facility or individual who offers or plans to offer any in-home or community support services or institutionally based long-term care services.

**9-A. Qualified provider agency.** "Qualified provider agency" means a community-based agency with the organizational and administrative capacity to administer and monitor a complete range of in-home and community support services including: serving as a resource for consumers and their surrogates to identify available service options; coordinating and implementing the services in the consumer's authorized plan of care; insuring that authorized services are delivered according to the

authorized plan of care; providing skills training; answering questions; assisting with problem resolution; administrative functions, including maintaining consumer records and processing payroll, reimbursement or claims; overseeing and assuring compliance with policy requirements; and conducting required utilization review activities.

**9-B. Self-directed care services.** "Self-directed care services" means services procured and directed by the consumer or the consumer's surrogate that allow the consumer to reenter or remain in the community and to maximize independent living opportunities. "Self-directed care services" includes the hiring, firing, training and supervision of personal care assistants to assist with activities of daily living and instrumental activities of daily living.

**10. Severe disability.** "Severe disability" means a disability which~~h~~at results in persons having severe, chronic physical, sensory or cognitive limitations which~~h~~at restrict their ability to carry out the normal activities of daily living and to live independently.

**11. Surrogate.** "Surrogate" means an unpaid agent of a consumer designated to assist with the management of the tasks associated with in-home and community support services.

**Sec. 3. 22 MRSA c. 1622** is enacted to read:

## **CHAPTER 1622**

### **COORDINATED IN-HOME AND COMMUNITY SUPPORT SERVICES FOR THE ELDERLY AND DISABLED ADULTS**

#### **§ 7311. Program established**

By July 1, 2010, the department shall establish a coordinated program, referred to in this chapter as "the program," of in-home and community support services for adults with long-term care needs who are eligible for services pursuant to this subtitle and Title 34-B, chapter 5, subchapter 3, article 2. The program must have a unified system for intake and eligibility determination, consumer assessment and the development of authorized plans of care for consumers. The program must seek proposals from qualified provider agencies and must provide standardized provider rates and wages.

#### **§ 7312. Program administration**

The department shall administer the program to ensure that services are delivered in the most comprehensive and equitable manner possible while minimizing administrative costs.

**1. Intake and eligibility determination.** The department shall develop for the program a single system for intake and eligibility determination for all consumers, regardless of diagnosis, type of disability or demographic factors, including age, using the multidisciplinary teams pursuant to section 7323. The intake process, application and forms must be standardized despite any differences in eligibility criteria for the regular Medicaid program, Medicaid disabilities waiver programs and the consumer-directed care program pursuant to Title 34-B.

**4. Submission of plan.** The Commissioner of Health and Human Services shall submit the plan to the Joint Standing Committee on Health and Human Services no later than January 15, 2010. Following receipt and review of the plan, the committee may report out to the Second Regular Session of the 124th Legislature legislation necessary to implement the plan.

**Sec. 5. State plan amendment or waivers.** The Department of Health and Human Services shall submit to the federal Department of Health and Human Services, Centers for Medicare and Medicaid Services any amendments or waivers needed to establish the consolidated program for consumer-directed care described in the Maine Revised Statutes, Title 22, chapter 1622.

## SUMMARY

This bill requires the Department of Health and Human Services to develop a unified system of in-home and community support services, including self-directed care, for adults with long-term care needs who are eligible for services under the Maine Revised Statutes, Title 22, subtitle 5 and Title 34-B, chapter 5, subchapter 3, article 2. The bill does the following.

1. It includes findings and policies related to legislative intent.
2. It adds to Title 22, subtitle 5 definitions for "activities of daily living," "assessment," "consumer," "instrumental activities of daily living," "qualified provider agency," "self-directed care services" and "surrogate."
3. It adds a new chapter for a program of coordinated in-home and community support services for the elderly and disabled adults. The program must be established by July 1, 2010 and include:
  - A. A unified system for intake and eligibility determination, consumer assessment and the development of authorized plans of care for eligible consumers. The program must seek proposals from qualified provider agencies and must provide standardized provider rates and worker wages;
  - B. A single system for the intake and eligibility determination functions of existing programs for in-home and community support services;
  - C. An assessment to be completed by the department with the consumer's physician determining medical eligibility and the department determining the requirements for support services as well as personal care assistant hours needed to maintain the consumer in a home or community-based setting;
  - D. An authorized plan of care for each consumer to be developed by the department; and
  - E. Proposals from qualified provider agencies to provide or coordinate services for the authorized plan of care solicited by the department.
4. It requires the department to adopt major substantive rules.
5. By January 15, 2010, prior to the implementation of the new program, the bill requires the department to develop a plan, including any necessary legislation for consolidating in-home and community support services that includes:

HP0745, LD 1078, item 1, 124th Maine State Legislature  
An Act To Strengthen Sustainable Long-term Supportive Services for Maine Citizens

- A. An evaluation of self-directed care models authorized in the federal Deficit Reduction Act to examine the possible use of these models in combination or instead of existing programs without diminishing the benefits consumers currently receive;
  - B. A description of the process proposed for consolidating the in-home and community support services including any reorganization or staffing needs for developing the consolidated intake, eligibility and assessment system as well as the assessment methodology and the components of the authorized plan of care; and
  - C. The process and methodology for achieving standardized rates and worker wages.
6. The bill authorizes the Joint Standing Committee on Health and Human Services to report out to the Second Regular Session of the 124th Legislature a bill to implement the plan, if necessary.