

**SCOPE OF SERVICE**  
**FOR**  
**ADULT DAY HEALTH SERVICE**  
**ACT WAIVER**

A. Definition

Adult Day Health (ADH) is a service that provides ACT Waiver clients with a variety of health, social, recreational, and support activities in a supervised group setting for four or more hours per day on a regular basis.

Transportation between the individual's place of residence and the adult day health center will be provided as a component part of Adult Day Health Service. The cost of this transportation is included in the rate paid to providers of Adult Day Health Service.

Adult Day Health is not an entitlement. It is based on the needs of the adult client.

B. Objective

The objective of Adult Day Health is to provide a continuing organized program of rehabilitative, therapeutic and supportive health and social services and activities to the ACT Waiver clients who are functionally impaired and who, due to the severity of their functional impairment, are not capable of living in the community independently.

C. Description of Adult Day Health Service to be Provided

The unit of service will be a client day of Adult Day Health Service consisting of four (4) or more hours at the center. The four (4) hour minimum for a client day does not include transportation time. The number of units authorized per visit must be stipulated on the Plan of Care and the Service Authorization Form.

Medicaid will not reimburse for services rendered by a provider that has not been approved by Medicaid's Waiver QA Program as an ADH Provider.

Medicaid will not reimburse for activities performed which are not within the scope of service.

Adult Day Health Service is provided within a maintenance model of care, which provides services that include the following health and social activities, needed to ensure optimal functioning of the client.

1. Observe the status of the individual health that includes support in carrying out physician orders as needed; monitoring of vital signs as needed; observing the functional level of the client and noting any changes in the physical condition of each individual; supervising medication and observing for possible reaction; teaching positive health measures and encouraging self-care; appropriately reporting to the caregiver and case manager any changes in the client's condition.
2. According to the Alabama Board of Nursing medications can be administered by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who is currently licensed by the Alabama State Board of Nursing to practice nursing. The medication must be filled by a pharmacy with physician instructions written on the label. The written instructions on the container are considered a physician order. However, the nurse has an additional obligation to keep a record of all medications given to a client in the client's file. This policy is applicable, if a nurse is on staff at the facility. Medications cannot be administered by any other staff member at the ADH center. However, the other staff member can remind a client to take medication when necessary.

3. Observe and assist the client to maintain good personal hygiene on a daily basis.
4. Provide planned therapeutic activities on a daily basis to stimulate the client's mental and physical activity, communication and self-expression. These include reality orientation exercises, crafts, music, educational and cultural program, and games, etc.
5. Provides a variety of opportunities for group socialization.
6. Observe and assist the client with meal and eating.
7. Develop a plan to address medical emergencies, fire, and natural disaster.
8. Assist in the development of self-care, personal hygiene, and social support services.
9. Provide nourishment appropriate to the number of hours he or she attends the Adult Day Health center, but not equal to a full nutritional regime (3 meals per day). Specific diet requirements should be encouraged.
10. No other waiver service, except Case Management, may be provided during the time the client is receiving Adult Day Health Service.

**Note: Under no circumstances should the unlicensed Adult Day Health Workers perform any type of skilled medical or nursing service.**

D. Staffing

The DSP must provide all of the following staff positions through employment or sub-contractual arrangements.

1. Director of Adult Day Health Centers

All Adult Day Health Center Directors must meet the following requirements:

- a. Have a statewide criminal background check;
- b. Have references which are verified thoroughly by the DSP and documented in the personnel file. References must include previous employers and the Nurse Aide Registry;
- c. Have sufficient education (high school diploma or equivalent) and language ability to communicate effectively, understand written instructions and write basic reports;
- d. Have the ability to evaluate Adult Day Health employees in terms of their ability to perform assigned duties and communicate with the clients;
- e. Have the ability to assume responsibility for orientation and in-service training for Adult Day Health Workers by individual instructions, group meetings, or workshops;
- f. Have the ability to provide appropriate follow-up regarding a client/caregiver and/or Case Managers dissatisfaction, complaints or grievances regarding the provision of Adult Day Health Service;

- g. Submit to a program for the testing, prevention, and control of tuberculosis annually;
- h. Possess a valid, picture identification.

## 2. Adult Day Health Workers

Staff, volunteer and paid employees must meet the following requirements:

- a. Be able to follow the Plan of Care with minimal supervision;
- b. Be able to read and write;
- c. Submit to a program for the testing, prevention, and control of tuberculosis annually;
- d. Have statewide criminal background check;
- e. Have references which are verified thoroughly by the DSP and documented in the personnel file. References must include previous employers and the Nurse Aide Registry;
- f. Have a valid Alabama driver's license if transporting Adult Day Health clients;
- g. Possess a valid, picture identification.

### 3. Training

The Adult Day Health training program should stress the physical, emotional and developmental needs of the population services, including the need for respect of the client, his/her privacy, and his/her property. The minimum training requirement must be completed prior to initiation of service with a client. The DSP is responsible for providing and/or conducting the training. The Adult Day Health training program must be approved by the Operating Agency. Proof of the training must be recorded in the Adult Day Health Worker personnel file.

Individual records will be maintained on each Adult Day Health Worker to document that each member of the staff has met the requirements below.

All Adult Day Health Workers must have at least six (6) hours in-service training annually. Training requirements must include the following areas:

- a. Behavioral interventions, acceptance, and accommodation;
- b. Providing care and supervision including individual safety and non-medical care;
- c. First aid in emergency situations;
- d. Documenting client's participation;
- e. Fire and safety measures;
- f. Confidentiality;
- g. Client rights;

- h. Needs of the elderly and disabled population;
- i. Basic infection control/Universal Standards;
- j. Communication skills;
- k. Other areas of training as appropriate or as mandated by the Operating Agencies

Documentation of the training provided shall include topic, name and title of trainer, objective of the training, date of the training, outline of content, length of training, list of trainees and location.

Topics for specific in-service training may be mandated by the Operating Agency.

In-service training may entail demonstration of providing care to the client. Additional training may be provided as deemed necessary by the DSP. Any self-study training programs must be approved for content and credit hours by the Operating Agency, prior to the planned training. The DSP shall submit proposed program(s) to the Operating Agency at least 45 days prior to the planned implementation. The in-service training is in addition to the required training prior to delivery of Adult Day Health Service.

The DSP must have an ongoing infection control program in effect and training on Universal Standards and an update on infection control shall be included as part of the six (6) hours required in-service training for all Adult Day Health Workers each calendar year.

The Adult Day Health center must maintain records on each employee, which must include the following:

- (1) Application for employment;
- (2) Job description;
- (3) Statewide criminal background check;
- (4) Have references which have been verified thoroughly by the DSP and documented in the personnel file;
- (5) Record of health (annual tuberculin tests);
- (6) Record of pre-employment and in-service training;
- (7) Orientation;
- (8) Evaluations;
- (9) Reference contacts;
- (10) Records of all complaints/incidents lodged by the client/family and action taken;
- (11) Other forms as required by state and federal law, including agreements regarding confidentiality.

#### 4. Nursing Staff

A Registered Nurse(s) or Licensed Practical Nurse(s) who meets the following requirements:

- a. Currently licensed by the Alabama State Board of Nursing.
- b. At least two (2) years experience as a Registered Nurse or Licensed Practical Nurse in public health, hospital or long-term care nursing.
- c. Must submit to a program for the testing, prevention, and control of tuberculosis annually.
- d. Statewide criminal background check;
- e. Have references which are verified thoroughly by the DSP and documented in the personnel file. References must include previous employers and the Nurse Aide Registry;
- f. Possess a valid, picture identification.

E. Procedure of Service

1. The Case Manager will submit a Service Authorization Form and Plan of Care to the Adult Day Health center authorizing Adult Day Health Service designating the units, frequency, beginning date of service, and types of activities in accordance with the clients needs.
2. The Adult Day Health Provider will initiate Adult Day Health Service within three (3) working days of the designated START DATE on the Service Authorization Form in accordance with the following:

- a. Services must not be provided prior to the authorized start date as stated on the Service Authorization Form.
- b. The Adult Day Health Provider will adhere to the services and schedule as authorized by the Case Manager on the Service Authorization Form. No payment will be made for services unless authorized and listed on the Plan of Care.
- c. On the first day of service the provider will review the plan of care, provide the client written information regarding rights and responsibilities and how to register complaints, and discuss the provisions and supervision of the service(s).

3. Missed Visits

- a. A missed visit occurs when the client is scheduled but does not attend.
- b. All client absences for the week must be reported in writing to the Case Manager on Monday of the new week.

4. Changes in Services

- a. The Adult Day Health Provider will notify the Case Manager within one (1) working day of a change in the client's condition, or if Plan of Care no longer meets the client's needs or the client no longer appears to need Adult Day Health Service.

(1) Client's condition and/or circumstances have changed and the Plan of Care no longer meets the client's needs;

(2) Client does not appear to need Adult Day Health Service;

- (3) Client dies or moves out of the service area;
  - (4) Client indicates Adult Day Health Service is not wanted;  
and,
  - (5) Client loses Medicaid financial eligibility;
  - (6) When services can no longer be provided.
- b. The Case Manager will notify the DSP immediately if a client becomes medically or financially ineligible for waiver services.
- c. If the DSP identifies additional duties that may be beneficial to the client's care, but are not specified on the Plan of Care, the DSP shall contact the Case Manager to discuss having these duties added.
- (1) The Case Manager will review the DSP's request to modify services and respond within one (1) working day of the request.
  - (2) The Case Manager will approve any modification of duties to be performed by the Adult Day Health Worker and re-issue the Service Authorization Form accordingly, if he/she concurs with the request.
  - (3) Documentation of any change in a Plan of Care will be maintained in the client's file.
    - (a) If the total number of hours of service is changed, a new Service Authorization Form is required from the Case Manager.

- (b) If the types or times of services are changed, a new Service Authorization Form is required from the Case Manager.
- (c) If an individual declines Adult Day Health Service or has become ineligible for services, a Service Authorization Form for termination is required from the Case Manager.

5. Documentation Record-Keeping

The Adult Day Health Provider will maintain a record-keeping system, which establishes a client profile based on the Service Authorization Form.

The DSP shall maintain a file on each client, which shall include the following:

- (1) A current HCBS application;
- (2) Both current and historical Service Authorization Forms;
- (3) Documentation of all care and services provided;
- (4) Records of all complaints lodged by clients or family members/responsible parties and any action taken;
- (5) All service logs;
- (6) Any notification to Case Manager;

- (7) Daily attendance records must be kept in each individual client file. The attendance record should be initialed daily and signed weekly by the client. In the event the client is not able to sign and family member or responsible party is not present to sign, the Adult Day Health center must document on the attendance record the reason the attendance record was not signed in the client file. The attendance record must be reviewed and initialed by the Adult Day Health Center Director at least every two (2) weeks.

The Adult Day Health Provider should notify the Case Manager in writing regarding any report or indication from the Adult Day Health Worker regarding a significant change in the client's physical, mental or emotional health. The Adult Day Health Supervisor should document such action in the DSP client file.

6. The Adult Day Health Provider must submit to the Case Manager, every 60 days a brief summary of the client's condition, an evaluation of the effectiveness of the service as it relates to the Plan of Care, and suggestions relative to the client's needs. The activities the client participates in should be included in the brief summary.
7. The Adult Day Health Provider shall comply with federal and state confidentiality laws and regulations in regard to client and personnel file.
8. The Case Manager will request Adult Day Health Service by authorizing the amount, beginning dates of service, and frequency of service for clients in accordance with the client's Plan of Care which will be developed in consultation with the client.
9. The Case Manager will notify the Adult Day Health Provider immediately if a client becomes medically or financially ineligible for Adult Day Health Service.

10. The number of days a client attends each week is dependent upon the individual client's needs as set forth in the Plan of Care established by the case manager.
11. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form.
12. Medicaid will not reimburse for activities performed which are not within the scope of services.

F. Conditions of Participation

1. The Adult Day Health Provider must maintain a current Adult Day Health approval issued from the Alabama Medicaid Agency. (The Alabama Medicaid Agency issues approval for only those Adult Day Health centers that participate in the ACT Waiver program.) Approval depends upon compliance with the Adult Day Care Standards in Appendix B.2.a and the Adult Day Health Service requirements in the approved ACT Waiver document. The approval will be issued by the Alabama Medicaid Agency after an on-site visit by the Quality Assurance Unit. The Adult Day Health center will be issued an approval for the facility to participate in the ACT Waiver program for a period of no more than two (2) years if all requirements are met. Requirements for approval are as follows:
  - a. The Adult Day Health center must meet the standards in waiver document Appendix C-3:9;
  - b. The Adult Day Health center must meet the requirements in the approved waiver document;
  - c. Services must be delivered consistent with the Plan of Care;

- d. The clients needs must be met.

There should be no deviation from these requirements.

- 2. The Adult Day Health Provider will incorporate in the procedures for operation of the center adequate safeguards to protect the health and safety of the clients in the event of a medical or other emergency.
- 3. The Adult Day Health Provider must maintain a current (within past 12 months) fire inspection.
- 4. The ADH provider must conduct and document (monthly) fire and or weather drills. Documentation of drills shall include date, time, duration, number of clients' participation, number of staff participating and name of staff conducting the drill.
- 5. The Adult Day Health Provider must maintain a current (within past 12 months) health inspection if food is prepared and an approval from the Health Department (within 12 months) if receiving catered food.
- 6. The Adult Day Health Provider must maintain adequate staff for the number of clients served in the center.
  - a. One Adult Day Health Worker plus the director for 1-10 clients.
  - b. Two Adult Day Health Workers plus the director for 11-25 clients.
  - c. Three Adult Day Health Workers plus the director for 26-35 clients.

- d. Four Adult Day Health Workers plus the director for 36-43 clients.

Add one Adult Day Health Worker for each additional 8 clients.

7. The Adult Day Health Provider must have at least two staff members certified in CPR and First Aid.
8. The Adult Day Health Provider must have one person trained to act on behalf of the Adult Day Health Director in his or her absence.
9. The Adult Day Health Provider must have a registered nurse (RN) or license practical nurse (LPN) available monthly for consultation. Monthly health screens include, but are not limited to: checking vital signs, weighing clients if applicable, and monthly health and nutritional teaching.

G. Rights, Responsibilities, and Service Complaints

The Operating Agency has the responsibility of ensuring that the Adult Day Health Provider has fulfilled its duty of properly informing the client of all rights and responsibilities and the manner in which service complaints may be registered.

The DSP Agency will inform the client/responsible party of their right to lodge a complaint about the quality of Adult Day Health Service provided and will provide information about how to register a complaint with the Case Manager as well as the Alabama Medicaid Agency.

1. Complaints that are made against Adult Day Health Workers will be investigated by the Adult Day Health Provider and documented in the client's file.
2. All complaints that are to be investigated will be referred to the Adult Day Health Director who will take appropriate action.

3. The Adult Day Health Director will take any action necessary and document the action taken in the client and employee's files.
4. The Adult Day Health Director will contact the Case Manager by letter or telephone about any complaint and any corrective action taken.
5. The Adult Day Health Provider must maintain documentation of all complaints, follow-up, and corrective action regarding the investigation of those complaints and documentation showing that they have complied with the requirements of this section.

H. Administrative Requirements

In addition to all conditions and requirements contained elsewhere in this Scope of Services as well as in the Adult Day Care standards and the contract, the Adult Day Health Provider shall be required to adhere to the following stipulations:

1. The Adult Day Health Provider shall designate an individual to serve as the agency administrator. This does not have to be a full time position; however, the designated administrator must have the authority and responsibility for the direction of the Adult Day Health Center. The Adult Day Health Provider shall notify the Operating Agency within three (3) working days in the event of a change in the agency administrator, address, or phone number.
2. The agency will maintain an organizational chart indicating the administrative control and lines of authority for the delegation of responsibility down to the "hands-on" client care level staff shall be set forth in writing. This information shall be readily accessible to all staff and shall include an organizational chart. A copy of this information shall be forwarded to the Operating Agency at the time the contract is implemented. Any future revisions or modifications shall be distributed to all staff of the Adult Day Health Provider and to the Operating Agency.

3. The Adult Day Health Provider shall ensure that key agency staff, including the agency administrator or the DSP Supervisor, be present during compliance review audits conducted by Medicaid, the Operating Agency and/or its agents.
4. Administrative and supervisory functions shall not be delegated to another agency or organization.
5. A governing body or designated persons so functioning shall assume full legal authority for the operation of the Adult Day Health center. A list of the members of the governing body will be made available to the Operating Agency and the Alabama Medicaid Agency upon request.
6. The Adult Day Health Provider must maintain an annual operating budget, which will be made available to the Operating Agency or the Alabama Medicaid Agency upon request.
7. The Adult Day Health Provider will acquire and maintain during the life of the contract liability insurance to protect all paid and volunteer staff including board members, from liability incurred while acting on behalf of the Adult Day Health Center. Upon request, the Adult Day Health Provider will furnish a copy of the insurance policy to the Operating Agency and the Alabama Medicaid Agency.

**SCOPE OF SERVICE  
FOR  
HOME DELIVERED MEALS  
ACT WAIVER**

A. Definition

Home Delivered Meals are provided to an eligible individual age 21 or older who is unable to meet his or her nutritional needs. It must be determined that the nutritional needs of the individual can be addressed by the provision of home-delivered meals.

When specified in the Plan of Care, this service may include seven (7) or 14 frozen meals per week. A client may be authorized to receive seven (7) frozen meals plus seven (7) breakfast meals in lieu of 14 frozen meals. In addition, the service may include the provision of two (2) or more shelf-stable meals (not to exceed 6 meals per 6-month period) to meet emergency nutritional needs when authorized on the client's Plan of Care. Services during a disaster will be handled as outlined in "F" below.

Home Delivered Meals are not an entitlement. Provision is based on the needs of the individual client.

B. Objective

The objective of Home Delivered Meal Service is to provide at least one (1) nutritionally sound meal per day to adults unable to care for their nutritional needs because of a functional disability or dependency, who require nutritional assistance to remain in the community, and who do not have a care giver available to prepare a meal for them.

C. Description of Service to be Provided

1. A Unit of Service is either one (1) package of frozen or one package of breakfast meals delivered once a week to a client's residence. Each package of meals contains seven (7) frozen meals or seven (7) breakfast meals. For shelf-stable meals, the unit of service is two (2) meals, packaged as individual meals and delivered to the client's residence. The types of meals available are:

Frozen Meal--A frozen meal consists of an entree plus two (2) side dishes; fruit juice; bread; margarine; dessert; and milk. Meals are packed seven (7) meals/box and will contain the entree plus two (2) side dishes, fruit juice, bread,

dessert, and margarine. Milk is delivered separately in the refrigerated form.

Breakfast Meal--A breakfast meal consists of fortified cereal in an individual serving bowl; fruit or vegetable juice; bread; a fruit or yogurt; milk; and condiments (margarine, jelly, jam, cream cheese, peanut butter, syrup, etc.) All items are delivered in room temperature or refrigerated form. A meal pack will contain seven (7) meals. This meal option may not be served alone. It must be served in conjunction with a unit of frozen meals.

Shelf-Stable Meal--A shelf-stable meal consists of an entree; fruit or vegetable juice; crackers or breadsticks; vegetable, soup, canned fruit, or dried fruit; cookie, snack cake, snack cracker, cereal, pudding, canned fruit, or dried fruit; and nonfat dry milk. Meals will be packaged as individual meals. The delivery meal pack will contain two (2) shelf-stable meals. Shelf-stable meals may only be provided when frozen meals have also been authorized.

2. The number of units of service provided to each client is dependent upon the individual client's needs and is set forth in the client's plan of care, established by the Case Manager in consultation with the client. The client must be identified as having difficulty in shopping and/or preparing appropriate, nutritious meals. The client must have adequate and appropriate means for storing and heating frozen meals, be capable of performing the simple tasks associated with storing and heating a frozen meal, or have other appropriate arrangements approved by the Case Manager.
  - a. Clients authorized to receive one (1) unit of service per week will receive one 7-pack of frozen meals.
  - b. Clients authorized to receive two (2) units of service per week will receive two 7-packs of frozen meals or a combination of one 7-pack of frozen meals and one 7-pack of breakfast meals.
  - c. The maximum number of meals authorized per week will be 14 meals.

- d. Breakfast meals must be ordered in combination with frozen meals and may not be ordered alone.

If the client attends an Adult Day Health (ADH) center five (5) days a week and receives two meals at the ADH center, the client will not be eligible for this service. If the client attends the center five (5) days a week and receive one meal daily at the ADH center, the client may receive one (1) pack of frozen meals per week, which equals to seven (7) meals. If the client attends the center less than five (5) days a week, the Case Manager should make sound judgement as to whether the client is eligible for the service.

Based on established need, some clients may get home delivered hot meals (provided outside the waiver program) and waiver meals. This is to be an exception and not the norm and as such, approved on a case by case basis depending upon the level of care need. There must be a clear audit trail, which clearly defines how many meals the client receives.

### 3. Standard Diets

- a. Menus must comply with the most recent Dietary Guidelines for Americans, published by the Secretary of Health and Human Services and the Secretary of Agriculture.
- b. Each meal in a pack of frozen meals must provide a minimum of 700 kilocalories. The mean level of the indicator nutrients per frozen meal in a pack of frozen meals must be equal to or higher than one-third (1/3) of the Dietary Reference Intake (DRI) for adults as determined by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences. Home Delivered Meals service will not constitute a full daily nutritional regimen.
- c. Menus for breakfast meals must be matched to menus for frozen meals. The mean level of the indicator nutrients provided in a pack of frozen meals and a pack of breakfast meals must equal or exceed 2/3 of the DRI for adults.

- d. While the individual has freedom of choice regarding this service, it is the responsibility of the Case Manager to ensure the appropriateness of the service and to ensure the client qualifies for the service. All clients eligible for this service must be given free choice of all qualified providers.

If, after careful review of the assessment information and discussion of the client's situation, the Case Manager does not think the Home Delivered Meals are appropriate for the individual, (or there are risks to the client associated with the meals), other options that will assist in meeting the nutritional needs of the client should be discussed with the client and documented in the case record. Should the client insist on the meals, providing they meet the other qualifying criteria, additional information should be secured from the physician. In the event the client continues to insist on meals against the Case Manager's and Physician's advice, the client has a right to make this choice. Documentation of the risk being taken by the client must be documented in the case record and discussed in detail with the client, responsible relative or friend, if available, and the physician.

#### 4. Menu Requirements for Emergency Meals

- a. Shelf-stable meals will be delivered at least every six (6) months to at-risk clients. Shelf-stable meals are to be used in the event of an emergency when the DSP cannot deliver meals as scheduled. The number of units will be determined by the client's plan of care, not to exceed six (6) meals per 6-month period.
- b. All foods in the meal must be individually packaged food products that can be stored without refrigeration and that can be eaten with little or no preparation. The meal must provide a minimum of 700 kilocalories and one-third (1/3) of the DRI for the indicator nutrients for adults. Sodium content of the meals may be somewhat high because of the necessary reliance on commercially formulated food products.
- c. Shelf-stable meals are intended for use solely in emergency situations.

- d. During times of the year when the state is at an increased risk of disaster from hurricanes, tornados or ice/snow conditions, the meals vendor will be required to maintain at a minimum, a sufficient inventory to operate all frozen meal delivery routes for two (2) days. In the event of an expected storm or disaster, the Meals Coordinator will authorize implementation of a Medicaid–approved Disaster Meal Services Plan. This plan (outlined in “F”) will provide frozen meal alternatives in anticipation of possible power outages.
5. All menus must be reviewed and approved by the Meals Services Coordinator, who is a Registered Dietitian licensed to practice in the State of Alabama and employed by the OA.
6. The DSP will provide a list of its regularly scheduled holidays to the OA, and the DSP will not be required to deliver meals on those days. The DSP Agency must not be closed for more than four (4) consecutive days at a time and then only if a holiday falls in conjunction with a weekend. The DSP will also provide the regular hours of business operation. Arrangements should be made by the DSP to see that clients do not go without a meal as a result of the holiday schedule.
7. The DSP must provide meals 52 weeks a year. During holiday periods, meal delivery schedules may be adjusted per agreement between the OA and the DSP. When the delivery schedule must be altered due to a holiday, the DSP must bill the services for the date of the regularly scheduled delivery, as long as there is documentation that the delivery occurred prior to the bill date.
8. Service Standards
  - a. Each DSP must provide one (1) frozen meal per day, seven (7) days per week for 52 weeks per year, and any additional authorized meals.
  - b. The facility at which the meals are prepared and/or packaged, as well as the manner of handling, transporting, serving and delivery of these meals, must meet all applicable health, fire, safety and sanitation regulations.

- c. No home canned or prepared food shall be used in preparation and service of the meals.
- d. Primary meal components of frozen meals (entree plus two side dishes) must be produced at a food processing plant with United States Department of Agriculture (USDA) approval or its equivalent in the state of Alabama. The DSP will furnish the OA with copy of said USDA approval or its equivalent in the state of Alabama to produce meals for the frozen meal program. Products must be quick frozen in a blast freezer or the equivalent.
- e. Primary meal components shall be packaged in individual trays, properly sealed, and labeled with the contents and instruction for storage and preparation. Each meal is stamped with the “best by” date and the “produced” date .
- f. Primary meal components of frozen meals (entree plus two side dishes) must be packaged as single meal units in a container that is suitable for re-thermalization in a microwave or conventional oven at temperatures up to 400° F.
- g. The DSP will be responsible for meal delivery to the client.
  - (1) Delivery routes must be clearly established. Meal packs must be delivered once weekly on days mutually agreed upon by the DSP and the OA. Clients will be informed of the delivery date and projected delivery time. The DSP must deliver meals within plus or minus two hours of projected delivery time and deliver all meal components to a client in a single stop.
  - (2) Cold food will be individually portioned. The only exception is that milk will be delivered in one half-gallon container for every service unit of frozen meals and breakfast meals. Cold food will be transported in approved insulated carriers which will maintain the required cold (41

degrees Fahrenheit or below) temperatures until the time of delivery to the client. Frozen meals must be transported in approved insulated carriers that will maintain the meals in a solid frozen state until the time of delivery to the client. Alternatively, a frozen meal delivery truck may be used to transport and deliver meals.

- (3) Meal delivery must be documented with a signed delivery ticket. The client, family, friend, or neighbor must sign verifying that the meals were received or other mutually agreed upon electronic means of verification. Meals may not under any circumstance be left at a home if the intended client or the designated representative (family member, friend, or neighbor) is not available to receive them. In the situation where the client is blind and unable to sign for the delivery, it is the case manager's responsibility to document that fact in a manner agreed upon by the OA and the DSP. In the event of extenuating circumstances where the client can not sign, the DSP personnel must make a note in the signature area and initial that information.
- (4) The DSP will be responsible for notifying the client and the case manager in the event of a change in the delivery day or projected delivery time. Because of the logistics involved in notifying all clients of a change in the delivery day, modification of the delivery day must be a last resort.
- (5) Home Delivered Meals are provided for the benefit of the client and to meet client needs rather than others in the client's household.

D. Provider Certification Requirements

1. The DSP shall give initial and on-going training in the proper service, handling, and delivery of food to all staff. Proof of the training must be recorded in the personnel file.
2. The DSP must comply with all applicable statutes, regulations, guidelines and policies at the local, State, and Federal levels including, but not limited to:

- a. Food purchasing; food preparation and processing; food packaging and labeling; food storage, transport, and service; food safety; and food sanitation.
  - b. Equal Opportunity, Civil Rights, Affirmative Action, and Age Discrimination.
  - c. Fire and safety codes for both equipment and employees.
  - d. Use of Federal and State funds.
  - e. Client rights and confidentiality.
3. The DSP will procure and keep current any license, certification, permit, or accreditation required by local, State, or Federal statutes or regulations and shall, upon request of the OA, submit proof of any such license, certification, permit or accreditation.
  4. The DSP will have verified references on each employee in direct contact with recipients and recipient information maintained in the employee personnel file. References must include statewide criminal background checks, previous employers, and the Nurse Aide Registry.

E. Procedure of Services

1. The DSP will initiate Home Delivered Meals on the date negotiated with the Case Manager and indicated on the Service Authorization Form. Services must not be provided prior to the authorized start date as stated on the Service Authorization Form.

- a. The Case Manager will provide the DSP with the name, telephone number, address, driving directions, and an alternate contact for each client. Information will be sent to the DSP electronically.
- b. Requests for adding up to five (5) new clients to an established delivery route should normally be accommodated by the DSP on the next scheduled delivery or within fourteen (14) calendar days if service is established by cut off time each week.
- c. Requests for major increases in clients, especially if it requires establishment of new delivery route(s), may require up to three (3) weeks advance written notice to the DSP.

2. Missed and Attempted Deliveries

- a. A missed delivery occurs when the client or the person designated to receive the delivery is at the client's residence waiting for the meal delivery and the delivery is not made. In the event of a missed delivery, the DSP will advise the Case Manager by phone or electronically of the non-delivery of the meal pack. Notification must occur no later than the next business day of the non delivery. The DSP must have an effective back-up service provision plan in place to ensure that the client receives the meals as authorized.
- b. An attempted delivery occurs when the meals could not be delivered to a client because the client or designated representative was not available to accept delivery. In the event of an attempted delivery, the DSP will advise the Case Manager by phone or electronically of the non-delivery of the meal pack. Notification must occur within 24 hours of the non-delivery. The Case Manager will be responsible for client follow-up and arranging emergency meals for at-risk clients.
- c. The DSP may not bill for missed or attempted deliveries. If meals distributed to clients are later learned to be lacking components or to

have contained components of unacceptable quality, payment to the DSP will be adjusted according to a schedule mutually agreed upon by the DSP and the OA.

- d. The Case Manager will be responsible for instructing each client, both verbally and in writing concerning the storage and preparation of the frozen and breakfast meals. This will also include written re-thermalization instructions.
  - e. If a client goes to the hospital or nursing home for a temporary stay and meals for this time period have been delivered, the Case Manager would be responsible for determining the date meal delivery should resume based on the number of complete meals still available to the client for consumption. If the temporary absence is anticipated, the meals can be suspended in advance.
3. The DSP will notify the Case Manager electronically within three (3) working days if notified of any of the following client changes:
- a. Client's condition has changed and the Plan of Care no longer meets the client's needs or client no longer appears to need home delivered meal services.
  - b. Client dies or moves out of service area.
  - c. Client no longer wishes to participate in Home Delivered Meal Service.
  - d. Knowledge of the client's Medicaid ineligibility or potential ineligibility.
  - e. When services can no longer be provided.

4. The Case Manager will review a client's service plan within one (1) working day of receipt of a request from the DSP to modify service plan.
5. The DSP will maintain an electronic record keeping system that establishes an eligible client profile, in support of units of Home Delivered Meal Service provided, based on the Service Authorization Form.
6. The Case Manager will request Home Delivered Meal Services by designating the type meal, amount, frequency and duration of service for clients in accordance with the client's Plan of Care developed in consultation with the client. More than one meal for each day's consumption may be delivered if authorized by the client's Plan of Care. Requests for services will be transmitted electronically.
7. The OA will send notice electronically to the DSP immediately (within 24 hours of discovery) if a client becomes ineligible for services. The DSP will be responsible for terminating all further services upon receipt of notification.
8. The DSP must be able to provide meal delivery services in the designated service area within 60 days after a new service contract is signed. Service contracts may be canceled by either the DSP or the OA, with or without cause. Contracts may be canceled by the DSP by giving the OA not less than 90 days written notice of intent to terminate services as of a specified date. Contracts may be canceled by the OA by giving the DSP not less than 30 days written notice of intent to terminate services as of a specified date.
9. The OA will employ a licensed Registered Dietitian licensed to practice in the State of Alabama to serve as Meals Services Coordinator. This individual will review and approve all menus, all food product specifications, all packaging materials and procedures, and delivery operations; provide nutritional oversight and monitoring, consultation and training assistance to the OA; and perform quality assurance activities.
10. Written instructions for distribution to clients regarding the use of the meals will

be developed by the Meals Services Coordinator. Written and verbal instructions will be provided by the Case Manager to the client/responsible person prior to the start of service. The Case Manager will monitor use of the meals.

F. Meal Services During a Disaster

- 1) During hurricane season (June-November), vendor production units serving the southern region of the state will maintain, at a minimum, sufficient inventory of the items listed below to operate all frozen meals delivery routes for two (2) days. During the ice/snow/tornado season (December-May), vendor production units serving the northern region of the state will maintain, at a minimum, sufficient inventory of the items listed below to operate all frozen meals delivery routes for two (2) days. In such emergency situations, production units will shift inventories to areas of need.
  - a) Shelf stable meals packed 7 per box. Provided in lieu of frozen meals. Delivered 1 per client for all persons authorized to receive 1 service unit of frozen meals and 2 per client for all persons authorized to receive 2 service units of frozen meals.
  - b) Water packed in gallon size units. Provided in lieu of ½-gallon fresh milk. Delivered 1 per client for all persons authorized to receive 1 service unit of frozen meals and 2 per client for all persons authorized to receive 2 service units of frozen meals.
  - c) Breakfast meals packed 7 per box. Packed as designated for regular menu. Delivered 1 per client for all persons authorized to receive 1 service unit of breakfast meals.
  - d) Non-fat dry milk individual packets. Provided in lieu of ½ gallon fresh milk. Delivered 7 per client for all persons authorized to receive 1 service unit of breakfast meals.
  - e) Cereal Grain Breakfast Bars. Provided in lieu of 2 pints orange juice. Delivered 7 per client for all persons authorized to receive 1 service unit of breakfast meals.
- 2) The combination of shelf-stable meals packed 7 per box/1 gallon of water will hereafter be referred to as frozen meal alternates. The combination of breakfast meals packed 7 per box/7 individual portions of non-fat dry milk/7 cereal grain breakfast bars will hereafter be referred to as breakfast meal alternates.

- 3) Meals Coordinator may authorize delivery of frozen meal alternates and breakfast meal alternates for up to two (2) days prior to an expected storm/disaster.
- 4) With authorization of the Meals Coordinator, modified disaster deliveries may be made after a storm/disaster until the ability to store and prepare frozen or breakfast meals is restored in the client's home. At times, it is likely that deliveries will be mixed on a route. Some clients will continue to need disaster meals, but others may resume regular meal deliveries.

The vendor will supply units of frozen and breakfast meal alternatives to the production units as required to sustain service. Menus for breakfast meals delivered to production units after a major storm/disaster may be modified to eliminate any cream cheese and margarine.

- 5) Prior to an expected storm, production units in the projected path will print out driver manifests for the next 3-day period. These manifests reflect the standing orders for the clients.
- 6) As required to reduce or rotate inventory of shelf-stable meals, Meals Coordinator may authorize the vendor to provide frozen meal alternates in lieu of frozen meals to clients affected by a holiday closing. All clients scheduled to receive a meal delivery on one of the official vendor holidays may receive a double delivery of frozen meals the preceding week. Shelf-stable meals packed 7 per box and 1 gallon of water may replace no more than one (1) service unit of frozen meals for a client in a double delivery. All clients affected by a holiday closing will be provided with a letter two weeks before the holiday alerting them to the double delivery and the mix of meals that will be delivered. The vendor will be responsible for delivery of the letter.
- 7) Costs for a 7 pack of shelf stable meals plus 1 gallon of water (frozen meal alternate) will be the same as for a 7 pack of frozen meals plus ½ gallon of fresh milk. Costs for a 7 pack of breakfast meals, 7 packages of non-fat dry milk and 7 breakfast bars (breakfast meal alternate) will be the same as for a 7 pack of breakfast meals plus ½ gallon fresh milk and 2 pints orange juice.

- 8) When the Meals Coordinator authorizes implementation of this plan, notice will be sent to the appropriate staff at Medicaid and Department of Senior Services. No specific documentation will be required in the client's operating agency case record to justify or authorize billing for meal alternatives delivered according to this plan.

When frozen or breakfast meal alternates are delivered (i.e. prior to or after a storm/disaster or on holidays), drivers will be instructed to note on the manifest any deviations from the standing client orders (i.e., frozen meal alternate delivered in lieu of frozen meals; breakfast meal alternate delivered in lieu of breakfast meals). Vendor will retain said manifests and provide copies to Case Manager(s) or the appropriate operating agency or Medicaid upon request.

The same billing code will be used for the 7-pack frozen meals and the 7-pack frozen meal alternates. Likewise, the same billing code will be used for the 7-pack breakfast meals and the 7-pack breakfast meal alternates. However, the invoice sent to the operating agencies will show the number of 7-pack frozen meals, the number of 7-pack frozen meal alternates, the number of breakfast meals, and the number of breakfast meal alternates delivered during the invoice period.

G. Rights, Responsibilities, and Service Complaints

1. The OA has the responsibility of ensuring that the DSP has fulfilled its duty of properly informing the client of all rights and responsibilities and the manner in which service complaints may be registered.
2. The DSP Agency will inform the client/responsible party of their right to lodge a complaint about the quality of Home Delivered Meal Service provided and will provide information about how to register a complaint with the Case Manager as well as the Alabama Medicaid Agency (AMA).
  - a. Complaints which are made regarding the meals or DSP staff will be investigated by the Case Manager and reported to the Meals Services Coordinator for each operating agency. The Meals Services Coordinator

will perform an investigation. All corrective action by the Case Manager or the Meals Service Coordinator will be documented and forwarded to the Waiver Coordinator of the OA.

- b. The DSP will have procedures for the investigation and resolution of complaints.
3. The DSP must maintain documentation of all complaints, follow-up, and corrective action regarding the investigation of those complaints and documentation showing that they have completed with the requirements of this section.

#### H. Administrative Requirements

In addition to all conditions and requirements contained in the Scope of Services as well as in the contract, the DSP shall be required to adhere to the following stipulations:

1. The DSP Agency shall designate an individual to serve as the agency administrator who shall employ qualified personnel and ensure adequate staff education, in-services training and perform employee evaluations. This does not have to be a full time position; however, the designated administrator must have the authority and responsibility for the direction of the DSP Agency. The DSP Agency shall notify the OA within three (3) working days of a change in the agency administrator, address, phone number or an extended absence of the agency administrator.
2. The DSP will maintain an organizational chart indicating the administrative control and lines of authority for the delegation of responsibility down to the "hands on" client care level staff shall be set forth in writing. This information will be readily accessible to all staff. A copy of this information shall be forwarded to the OA at the time the contract is implemented. Any future revisions or modifications shall be distributed to all staff of the DSP Agency and the OA.

3. Administrative and supervisory functions shall not be delegated to another agency or organization.
4. A list of the members of the DSP's governing body shall be made available to the OA and/or the AMA upon request.
5. The DSP Agency must maintain an annual operating budget which shall be made available to the OA and/or the AMA upon request.
6. The DSP Agency shall acquire and maintain during the life of the contract liability insurance to protect all paid and volunteer staff, including board members, from liability incurred while acting on behalf of the agency. Upon request, the DSP Agency shall furnish a copy of the insurance policy to the OA and/or the AMA.
7. The DSP Agency shall ensure that key agency staff, including the agency administrator or the DSP Supervisor, be present during compliance review audits conducted by Medicaid, the OA and/or its agents.
8. The DSP Agency shall maintain an office which is open during normal business hours and staffed with qualified personnel.
9. The Direct Service Provider (DSP) shall provide its regularly scheduled holidays to the OA. The DSP Agency must not be closed for more than four (4) consecutive days at a time and then only if a holiday falls in conjunction with a weekend. The DSP shall also provide the regular hours of business operation. If a service is needed on a scheduled holiday, the service provider will ensure that the service is rendered.
10. The DSP Agency will maintain a Policy and Procedures Manual to describe how activities will be performed in accordance with the terms of the OA contract and Waiver Document. The Policy and Procedure Manual should include the Organization's Emergency Plan regarding service delivery.

11. A performance bond will be required of the DSP in the amount equal to the projected cost of one year's services provided by said DSP.

- I. Provider Experience

Providers of Home Delivered Meals must meet all provider qualification requirements prior to furnishing Home Delivered Meals.

All personnel with direct client contact or access to client information must have complete reference verification and statewide criminal background checks on file prior to client contact or access to client information.

**SCOPE OF SERVICE  
FOR  
COMPANION SERVICE  
ACT WAIVER**

- A. Definition

Companion Service is non-medical assistance, observation, supervision and socialization, provided to a functionally impaired adult. Companions may provide limited assistance or supervise the individual with such tasks as activities of daily living, meal preparation, laundry and shopping, but do not perform these activities as discrete services. The Companion may also perform housekeeping tasks which are incidental to the care and supervision of the individual. Companion Service is provided in accordance with a therapeutic goal as stated in the Plan of Care, and is not purely diversional in nature. The therapeutic goal may be related to client safety and/or toward promoting client independence or toward promoting the mental or emotional health of the client.

Companion Service is not an entitlement. It is provided based on the needs of the individual client as reflected in the Plan of Care.

B. Objective

The objective of Companion Service is to provide support and supervision that is focused on safety, non-medical care and socialization for clients participating in the ACT Waiver.

C. Description of Service to be Provided

1. The unit of service will be 15 minutes of direct Companion Service provided to the client. The maximum number of units that can be authorized may not exceed four (4) hours daily. The number of units per visit must be indicated on the Plan of Care and the Service Authorization Form. The amount of time authorized does not include the Companion Worker's transportation time to or from the client's home, or the Companion Worker's break or mealtime.
2. The number of units and service provided to each client is dependent upon the individual client's needs as set forth in the client's Plan of Care which is established by the Case Manager and subject to approval by the Medicaid Agency.

Medicaid will not reimburse for activities performed which are not within the scope of services defined.

3. Companion Service includes:
  - a. Supervision/observation of daily living activities, such as,

- (1) Reminding client to bathe and take care of personal grooming and hygiene;
  - (2) Reminding client to take medication;
  - (3) Observation/supervision of snack, meal planning and preparation, and/or eating;
  - (4) Toileting or maintaining continence.
- b. Accompanying the client to necessary medical appointments, grocery shopping, and obtaining prescription medications. The Companion Worker is not allowed to transport clients, only to accompany them.
  - c. Supervision/assistance with laundry.
  - d. Performance of housekeeping duties that are essential to the care of the client.
  - e. Assist with communication.
  - f. Reporting observed changes in the client's physical, mental or emotional condition.
  - g. Observing/reporting home safety. The Companion Worker will ensure that the client is residing in a safe environment. Ensuring home safety means the Companion Worker will have a general awareness of the home's surroundings and any concerns with safety issues will be reported to the Companion Worker Supervisor as well as to the Case Manager for follow up.

D. Staffing

The DSP must provide all of the following staff positions through employment or subcontractual arrangements.

1. Companion Worker Supervisors' Qualifications

All Companion Worker Supervisors will have the following qualifications:

- a. High school diploma or equivalent;
- b. Be able to evaluate Companion Worker in terms of their ability to perform assigned duties and communicate with the individuals;
- c. Be able to assume responsibility for in-service training for Companion Workers by individual instructions, group meetings, or workshops;
- d. Submit to programs for the testing, prevention, and control of tuberculosis annually;
- e. Criminal background check;
- f. Have references which are verified thoroughly by the DSP and documented in the personnel file. References must include previous employers and the Nurse Aide Registry;
- g. Have the ability to provide appropriate follow-up regarding a client/caregiver and/or Case Managers dissatisfaction, complaints or grievances regarding the provision of Companion Service;
- h. Possess a valid, picture identification.

2. All Companions Workers must meet the following qualifications:

- a. Be able to read and write;

- b. Submit to programs for the testing, prevention, and control of tuberculosis annually;
- c. Statewide criminal background check;
- d. Have references which are verified thoroughly by the DSP and documented in the personnel file. References must include previous employers and the Nurse Aide Registry;
- e. Possess a valid, picture identification;
- f. Be able to follow the Plan of Care with minimal supervision unless there is a change in the client's condition;
- g. Complete a probationary period determined by the employer with continued employment contingent on completion of the in-service training program.

3. Minimum Training Requirements for Companion Worker

The Companion Worker training program should stress the physical, emotional and developmental needs of the population served, including the need for respect of the client, his/her privacy, and his/her property. The minimum training requirement must be completed prior to initiation of service with a client. The DSP is responsible for providing/or conducting the training. The Companion Worker training program must be approved by the Operating Agency. Proof of the training must be recorded in the personnel file.

The Companion Worker must successfully complete orientation training in areas specified below prior to providing Companion Services or have documentation of personal, volunteer, or paid experience in the care of adults, families, and/or the disabled, home management, household duties, preparation of food, and be able to communicate observations verbally and in writing.

- a. Meal planning and preparation;
- b. Laundry/shopping;
- c. Provision of care and supervision including individual safety;
- d. First aid in emergency situations;
- e. Documentation of services provided per written instructions;
- f. Basic infection Control/Universal Standards;
- g. Fire and safety measures;

- h. Assist clients with medications;
  - i. Communication skills;
  - j. Client rights;
  - k. Other areas of training as appropriate or as mandated by the Operating Agency.
4. The annual in-service training will be provided by the DSP and is in addition to the training required prior to job placement.
  5. All Companion Workers must have at least six (6) hours in-service training annually. For Companion Workers hired during the calendar year, this in-service requirement may be prorated based on date of employment as a Companion Worker.
  6. Documentation of the training provided shall include topic, date, name and title of trainer, objective of the training, outline of content, length of training, list of trainees and location.
  7. Topics for specific in-service training may be mandated by the Operating Agency.
  8. In-service training may entail demonstration of providing care to the client. Additional training may be provided as deemed necessary by the DSP. Any self-study training programs are limited to four (4) hours annually and must be approved for content and credit hours by the Operating Agency prior to the planned training. The DSP shall submit the proposed program(s) to the Operating Agency at least 45 days prior to the planned implementation.

9. The DSP must have an ongoing infection control program in effect and training on Universal Standards and an update on infection control shall be included as part of the six (6) hours required in-service for all Companion Workers each calendar year.
  
10. The DSP Agency shall maintain records on each employee which shall include the following:
  - a. Application for employment;
  - b. Job description;
  - c. Statewide criminal background check;
  - d. References which are verified thoroughly by the DSP and documented in the personnel file;
  - e. Record of health (annual tuberculin tests);
  - f. Record of pre-employment and in-service training;
  - g. Orientation;
  - h. Evaluations;
  - i. Supervisory visits;
  - j. Copy of photo identification;
  - k. Reference contacts;
  - l. Other forms as required by State and Federal law, including agreements regarding confidentiality.

E. Procedure for Service

1. The Case Manager will submit a Service Authorization Form and a copy of the Plan of Care to the DSP Agency, authorizing Companion Service and designating the units, frequency, beginning date of service, and types of duties in accordance with the individual client's needs as set forth in the Plan of Care.

2. The DSP Agency will initiate Companion Service within three (3) working days of the designated START DATE on the Service Authorization Form in accordance with the following:
  - a. Services must **not** be provided prior to the authorized start date as stated on the Service Authorization Form:
  - b. The DSP Agency will adhere to the services and schedule as authorized by the Case Manager on the Service Authorization Form. No payment will be made for services unless authorized and listed on the Plan of Care.
3. Provision of Service Authorized:
  - a. Companion Service cannot be provided at the same time as other authorized waiver services are being provided, except for case management.
  - b. Services provided by relatives or friends may be covered only if relatives or friends meet the qualifications as providers of care. However, providers of service cannot be a parent/step-parent/legal guardian of a minor or a spouse of the individual receiving services, when the services are those that these persons are legally obligated to provide. There must be strict controls to assure that payment is made to the relatives or friends as providers only in return for companion services. Additionally, there must be adequate justification as to why the relative or friend is the provider of care and there is documentation in the case management file showing that the family member is a qualified provider and the lack of other qualified providers in remote areas. The case manager will conduct an initial assessment of qualified providers in the area of which the client will be informed. The case manager must document in the client's file the attempts made to secure other qualified providers before a relative or friend is considered. The case manager, along with the DSPs, will review the compiled information in determining the lack of qualified providers for client's living in a remote area.
  - c. The Companion Worker is not allowed to provide transportation when he/she is accompanying a client.
  - d. Companion service is available only to those clients who reside alone.

4. Companion Workers will maintain a separate service log for each client to document their delivery of services.
  - a. The Companion Worker shall complete a service log that will reflect the types of services provided, the number of hours of service, and the date and time of the service.
  - b. The service log must be signed upon each visit by the client, or family member/responsible party and the Companion Worker. In the event the client is not physically able to sign and the family member/  
responsible party is not present to sign, then the Companion Worker must document the reason the log was not signed by the client or family member/responsible party.
  - c. The service log will be reviewed and signed by the Companion Worker Supervisor at least once every two (2) weeks. Service logs will be retained in the client's file.
  - d. Client visits may be recorded electronically via telephony. Electric documentation will originate from the client's residence as indicated by the phone number at the residence. A monthly report of phone number exceptions will be maintained with written documentation giving the reason the electronic documentation did not originate at the client's residence, e.g., phone line down, client does not have phone, client staying with relatives. These electronic records may be utilized in place of client signatures.
5. Monitoring of Service
  - a. The Companion Worker Supervisor will visit the home of clients to monitor services.
    - (1) The Companion Worker Supervisor will make the initial visit to the client's residence prior to the start of Companion Service for the purpose of reviewing the plan of care, providing the client written information regarding rights and responsibilities, how to register

complaints, and discussing the provisions and supervision of the service(s).

The initial visit should be held at the client's place of residence and should include the Case Manager, the Companion Supervisor, the client and caregiver if feasible. It is advisable to also include the Companion Worker in the initial visit.

- (2) The Companion Worker Supervisor will provide on-site supervision at the client's place of residence at a minimum of every 60 days for each client. Supervisors will conduct on-site supervision more frequently if warranted by complaints or suspicion of substandard performance by the Companion Worker. Supervisory visits must be documented in the individual client record.

The DSP must complete the 60 day supervisory review which includes, at a minimum, assurance that the services are being delivered consistent with the Plan of Care and the Service Authorization Form in an appropriate manner, assurance that the client's needs are being met, and a brief statement regarding the client's condition. A copy of the supervisory visit must be submitted to the Case Manager within 10 calendar days after the 60 day supervisory review.

In the event the on-site supervisory visit cannot be completed in a timely manner due to the client's being inaccessible, the supervisory visit must be completed within five (5) working days following resumption of Companion Service. Documentation regarding this action should be in the DSP client file.

- (3) Each Companion Worker supervisory visit will be documented in the client's file. The Companion Worker Supervisor's report of the on-site visits will include, at a minimum:

- (a) Documentation that services is being delivered consistent with the Plan of Care;
- (b) Documentation that the client's needs are being met;
- (c) Reference to any complaints which the client or family member/responsible party have lodged and action taken;
- (d) A brief statement regarding any changes in the client's Companion Service needs;
- (e) The Companion Service Supervisor will provide assistance to Companion Worker as necessary.
- (f) Companion Worker Supervisor must be immediately accessible by phone during the time Companion Service is being provided. Any deviation from this requirement must be prior approved in writing by the Operating Agency and the Alabama Medicaid Agency. If this position becomes vacant, the Operating Agency and the Alabama Medicaid Agency must be notified in writing within 24 hours if the position becomes vacant.
- (g) The Companion Worker Supervisor must provide direct supervision of each Companion Worker with at least one (1) assigned client at a minimum of every six (6) months. Direct supervisory visits must be documented in the Companion Worker's personnel record.
  - Direct supervision may be carried out in conjunction with an on-site supervisory visit.
- (h) The Companion Worker Supervisor will provide and document the supervision, training, and evaluation of Companion Workers

according to the requirements in the approved Waiver Document.

6. Missed Visits, and Attempted Visits

a. Missed Visits

- (1) A missed visit occurs when the client is at home waiting for scheduled services, but the services are not delivered.
- (2) The DSP shall have a written policy assuring that when a Companion Worker is unavailable, the Companion Worker Supervisor will assess the need for services and makes arrangements for a substitute to provide services as necessary.

Clients who are designated by the Case Manager as being at-risk should be given first priority when Companion Service visits must be temporarily prioritized and/or reduced by the DSP.

- (a) If the Companion Worker Supervisor sends a substitute, the substitute will complete and sign the service log after finishing duties.
  - (b) If the Companion Worker Supervisor does not send a substitute, the Companion Worker Supervisor will contact the client and inform them of the unavailability of the Companion Worker.
- (3) The DSP will document missed visits in the client's files.
  - (4) Whenever the DSP determines that services cannot be provided to an at-risk client as authorized, the Case Manager must be notified by telephone immediately. All missed/attempted visits for one week and the reason for the missed/attempted visit must be reported in writing on the "Weekly Missed/ Attempted Visit Report" form to the Case Manager on Monday of each week. Any exception to the use of this

form must be approved by the Operating Agency and the Alabama Medicaid Agency.

(5) The DSP may not bill for missed visits.

b. Attempted Visits

(1) An attempted visit occurs when the Companion Worker arrives at the home and is unable to provide services because the client is not at home or refuses services.

(2) If an attempted visit occurs:

(a) The DSP may not bill for the attempted visits.

(b) The Companion Worker Supervisor will contact the client to determine the reason why the client was not present or why services were refused, and document in the client's file.

(c) The DSP will notify the Case Manager promptly whenever an attempted visit occurs and will notify the CM within one (1) working day after the second attempted visit whenever two attempted visits occur within the SAME week.

7. Changes in Services

a. The DSP will notify the Case Manager within one (1) working day of the following changes:

(1) Client's condition and/or circumstances have changed and that the Plan of Care no longer meets the client's needs;

(2) Client does not appear to need Companion Service;

(3) Client dies or moves out of the service area;

(4) Client indicates Companion Service is not wanted;

(5) Client loses Medicaid financial eligibility;

(6) When services can no longer be provided.

b. The Case Manager will notify the DSP within one (1) working day if a client becomes ineligible for waiver services.

- c. If the DSP identifies additional duties that may be beneficial to the client's care, but are not specified on the Plan of Care, the DSP shall contact the Case Manager to discuss having these duties added.
  - (1) The Case Manager will review the DSP's request to modify services and respond within one (1) working day of the request.
  - (2) The Case Manager will approve any modification of duties to be performed by the Companion and re-issue the Service Authorization Form accordingly.
  - (3) Documentation of any changes in a Plan of Care will be maintained in the client's file.
    - (a) If the total number of hours of service is changed, a new Service Authorization Form is required from the Case Manager.
    - (b) If the types or times of services are changed, a new Service Authorization Form is required from the Case Manager.
    - (c) If an individual declines Companion Service or has become ineligible for services, a Service Authorization Form for termination is required from the Case Manager.

8. Documentation and Record-Keeping

- a. The DSP shall maintain a record keeping system for each client that documents the units of service delivered based on the Service Authorization Form. The client's file shall be made available upon request to Medicaid, the operating agencies, or other agencies contractually required to review information.

The DSP shall maintain a file on each client, which shall include the following:

- (1) A current HCBS application;
- (2) Both current and historical Service Authorization Forms specifying units, services, and schedule of Companion visits for the client;
- (3) Documentation of client-specific assistance and/or training rendered by the supervisor to a Companion Worker;
- (4) All service logs;
- (5) Records of all missed or attempted visits;
- (6) Records of all complaints lodged by clients or family members/responsible parties and any actions taken;

- (7) Evaluations from all 60 day on-site supervisory visits to the client;
  - (8) The Service Authorization Form notifying the DSP Agency of termination, if applicable;
  - (9) Initial visit for in-home services;
  - (10) Any other notification to Case Manager;
  - (11) Permission statements to release confidential information, as applicable.
- b. The DSP will retain a client's file for at least five (5) years after services are terminated.
  - c. The DSP Agency shall comply with federal and state confidentiality laws and regulations in regard to client and employee files.

F. Rights, Responsibilities, and Service Complaints

1. The Operating Agency has the responsibility of ensuring that the DSP has fulfilled its duty of properly informing the client of all rights and responsibilities and the manner in which service complaints may be registered.
2. The DSP Agency will inform the client/responsible party of their right to lodge a complaint about the quality of Companion Service provided and will provide information about how to register a complaint with the Case Manager as well as the Alabama Medicaid Agency.
  - a. Complaints which are made against Companion Workers will be investigated by the DSP and documented in the client's file.
  - b. All complaints to be investigated will be referred to the Companion Worker Supervisor who will take appropriate action.
  - c. The Companion Worker Supervisor will take any action necessary and document the action taken in the client's and/or the employee's files, whichever is most appropriate based on the nature of the complaint.
  - d. The Companion Worker Supervisor will contact the Case Manager by letter or telephone about any complaint and any corrective action taken.

3. The DSP must maintain documentation of all complaints, follow-up, and corrective action regarding the investigation of those complaints and documentation showing that they have complied with the requirements of this section.

G. Administrative Requirements

In addition to all conditions and requirements contained in the Scope of Service as well as in the contract with the Operating Agency, the DSP shall be required to adhere to the following stipulations:

1. The DSP shall designate an individual to serve as the administrator who shall employ qualified personnel and ensure adequate staff education, in-service training, and perform employee evaluations. This does not have to be a full-time position; however, the designated administrator will have the authority and responsibility for the direction of Companion Service for the DSP Agency. The DSP Agency shall notify the operating agency within three (3) working days in the event of a change in the administrator, address, telephone number, or of an extended absence of the agency administrator.
2. The DSP will maintain an organizational chart indicating the administrative control and lines of authority for the delegation of responsibility down to the "hands on" client care level staff shall be set forth in writing. This shall be readily accessible to all staff. A copy of this information shall be forwarded to the Operating Agency at the time the contract is implemented. Any future revisions or modifications shall be distributed to all staff of the DSP Agency and to the Alabama Medicaid Agency and the Operating Agency.
3. Administrative and supervisory functions shall not be delegated to another organization.
4. A list of the members of the DSP's governing body shall be available to the Operating Agency and the Alabama Medicaid Agency upon request.
5. The DSP Agency will maintain a Policy and Procedures Manual to describe how activities will be performed in accordance with the terms of the Operating Agency contract and the waiver document. The Policy and Procedure Manual should include the organization's Emergency Plan regarding service delivery.
6. The DSP shall acquire and maintain liability insurance during the life of this contract to protect all paid and volunteer staff, including board members, from liability incurred while acting on behalf of the DSP. Upon request, the DSP shall furnish a copy of the insurance policy to the Operating Agencies and/or the Alabama Medicaid Agency.

7. The DSP shall conform to applicable federal, state and local health and safety rules and regulations, and have an on-going program to prevent the spread of infectious diseases among its employee (such as making substitutions for ill Companion Workers and training Companion Workers in personal hygiene and proper food handling and storage).
8. The DSP shall maintain an office which will be open during normal business hours and staffed with qualified personnel.
9. The Direct Service Provider (DSP) shall provide its regularly scheduled holidays to the Operating Agency. The DSP Agency must not be closed for more than four (4) consecutive days at a time and then only if a holiday falls in conjunction with a weekend. The DSP shall also provide the regular hours of business operation. If a service is needed on a scheduled holiday, the service provider will assure that the service is rendered.
10. The DSP Agency must maintain an annual operating budget which shall be made available to the Operating Agency and/or the Alabama Medicaid Agency upon request.

H. Provider Experience

Providers of Companion Service must meet all provider qualifications prior to rendering the Companion Service.

All personnel with direct client contact or access to client information must have complete reference verification and statewide criminal background checks on file prior to client contact or client access.

# **Scope of Service for Skilled Nursing ACT Waiver**

**Service Definition (Scope):** The Skilled Nursing Service is a service which provides skilled medical observation and nursing services performed by a Registered Nurse or Licensed Practical Nurse who will perform their duties in compliance with the Alabama Nurse Practice Act and the Alabama State Board of Nursing. Skilled nursing under the waiver will not duplicate skilled nursing under the home health benefit in the State Plan. Skilled Nursing Services is provided based upon the needs of the ACT Waiver participant.

The Skilled Nursing Service is to provide skilled medical monitoring, direct care, and intervention for an individual with skilled nursing needs to maintain him/her through home support. This service is necessary to avoid institutionalization.

A unit of service is fifteen (15) minutes of direct skilled nursing care provided in the client's home. The number of units authorized per visit must be stipulated on the Plan of Care (POC) and Service Authorization Form. The amount of time authorized does not include transportation time to and from the client's residence or the skilled nursing workers break or mealtime.

**The Skilled Nursing Service duties include:**

- (a) Administering medications and treatments prescribed by a licensed or otherwise legally authorized physician or dentist.
- (b) Additional acts requiring appropriate education and training designed to maintain access to a level of health care for the consumer may be performed under emergency or other conditions, which are recognized by the nursing and medical professions as proper to be performed by a Registered Nurse or LPN.

The Skilled Nursing Service administers skilled services as ordered by the physician, evaluates the effectiveness of these services, and report changes in conditions as warranted. Medicaid will not reimburse for activities performed which are not defined within the scope of services.

The Skilled Nursing Service Supervisor will provide on-site supervision at a minimum of every 60 days for each client. Supervisors will conduct on-site supervision more frequently if warranted by complaints or suspicion of substandard performance by the LPN.

**Specify applicable (if any) limits on the amount, frequency, or duration of this service:**

This service must not duplicate skilled nursing under the mandatory home health benefit in the state plan. If a waiver participant meets the criteria to receive the home health benefit, home health should be utilized first and exhausted before Skilled Nursing under the waiver is utilized.

**Service Delivery Method:** Provider managed

**Specify whether the service may be provided by:** Relative

**Provider Category:** Agency

**Provider Type:** Home Care Agency

**Provider Qualifications**

**License (*specify*):** Business License. Nurses (RN and LPN) employed by the home care agency must have a valid license through the Alabama Board of Nursing

**Verification of Provider Qualifications/Entity Responsible for Verification:** Home Care Agency

**Frequency of Verification:** Annually upon initial approval; biannually thereafter if no compliance concerns exist.

**Scope of Service**  
**For**  
**Transitional Assistance Services**  
**ACT Waiver**

**Service Definition (*Scope*):**

Transitional assistance services and expenses consists of the following items, when appropriate and necessary for the participant's discharge from a nursing facility and safe transition to the community:

1. Security deposits that are required to obtain a lease on an apartment or home;
2. Essential household furnishings and moving expense required to occupy and use a community domicile, including furniture, window coverings, food preparation items, and bed/bath linens;

3. Set-up fees or deposits for utility or service access, including telephone, electricity, heating and water;
4. Household services necessary for the individual's health and safety, such as pest eradication and one-time cleaning prior to occupancy;
5. Moving expenses

**Specify applicable (if any) limits on the amount, frequency, or duration of this service:**

Conditions of Payment: To qualify for payment as transitional assistance under the ACT Waiver, expenses must be:

1. Authorized and included in the participant's service plan;
2. Incurred within 60 days before a participant's discharge from a nursing facility or hospital or another provider-operated living arrangement; and
3. Necessary for the participant's safe transition to the community.
4. Transitional Assistance Services cannot exceed \$1,500.

**Non-payable Services and Expenses: Transitional assistance does not include expenses:**

1. For monthly rental or mortgage expense; food, regular utility charges; and/or household appliances or items that are intended for pure diversion or recreational purposes;
2. For residential facilities that are owned or leased by and ACT waiver provider; or
3. That are not necessary for the participant's safe transition to the community.

**Service Delivery Method**

Provider Managed

**Provider Category:** Agency

**Provider Type:** Business Vendor

**Provider Qualifications**

**License (specify):** Business License

**Other Standard (specify):**

**Verification of Provider Qualifications/Entity Responsible for Verification:** Operating Agency

**Frequency of Verification:** As Required

**Provider Category:**

Individual

**Provider Type:** Business Vendor

**Provider Qualifications**

**License** (*specify*): Business License

**Verification of Provider Qualifications/Entity Responsible for Verification:** Operating Agency Case Manager

**Frequency of Verification:** At initial enrollment and annually

**Scope of Service**  
**For**  
**Assistive Technology**  
**ACT Waiver**

**Service Definition** (*Scope*):

Assistive Technology includes devices, pieces of equipment or products that are modified, customized and used to increase, maintain or improve functional capabilities of individuals with disabilities. It also includes any service that directly assists an individual with a disability in the selection, acquisition or use of an Assistive Technology device. Such services may include acquisitions, selection, design, fitting, customizing, adaptation, application, etc. Items reimbursed with waiver funds shall be in addition to any medical equipment furnished under the State Plan and shall exclude those items which are not of direct medical or remedial benefit to the recipient. This service is necessary to prevent institutionalization or to assist an individual to transition from an institution to the ACT Waiver. All items shall meet applicable standards of manufacture, design and installation.

**A. Objective:**

The objective of Assistive Technology service is to increase, maintain or improve functional capabilities for individuals with disabilities. It will also help ensure the health and safety for the recipient which enables them to function with greater independence in their current residence.

**B. Provider Qualifications:**

Businesses providing Assistive Technology services will possess a business license. Vendors are responsible for client orientation to the equipment.

### **C. Description of Services to be Provided:**

1. The ACT Waiver program will pay for equipment when it is not covered under the regular State Plan and is medically necessary. "Medically necessary" means that the service is directed toward the maintenance, improvement, or protection of health or toward the diagnosis and treatment of illness or disability. A provider's medical records on each recipient must substantiate the need of services, must include all findings and information supporting medical necessity, and must detail all treatment provided. Vehicle modifications can only be authorized if it can be demonstrated that all Non-Emergency Transportation (NET) Services have been exhausted.
2. Assistive Technology includes pieces of equipment or products that are modified, customized and used to increase, maintain or improve functional capabilities individuals with disabilities.
3. The amount for this service is \$15,000.00 per waiver recipient. Any expenditure in excess of \$15,000.00 must be approved by the ACT State Coordinator and the Medicaid designated personnel.
4. The service may also be provided to assist an individual to transition from an institutional level of care to the home and community based waiver. Transitional Assistive Technology will be limited to hospital beds, Hoyer lifts, and/or wheelchairs (manual or electric). The service should not be billed until the first day the client is transitioned and has begun to receive waiver services in order to qualify as waiver funds. If the individual fails to transition to the ACT Waiver, reimbursement will be at the administrative rate.

### **D. Conduct of Service**

1. Assistive Technology must be ordered by the physician. It must be documented in the Plan of Care and case narrative. The case manager must have the prescription for Assistive Technology before requesting prior approval.
2. To obtain prior authorization numbers for this service, the case manager must submit a copy of the following documents:
  - a. Medicaid Prior Authorization Form (#342).

b. Price quotation list from the company supplying the recipient with equipment and specifying the description.

c. A copy of the physician's prescription. Copies must be legible.

3. Assistive Technology must be prior authorized and approved by the Alabama Medicaid Agency or its designee and must be listed on the client's Plan of Care. The prior authorization packet is submitted to ADSS by the case manager and ADSS submits prior authorization requests using the Medicaid Prior Authorization Form (342). Prior authorization is also required for Transitional Assistive Technology. ADSS will submit the prior authorization request packet to the Alabama Medicaid Agency Long Term Care for review and coordination.

4. If the individual fails to transition to the ACT Waiver, reimbursement will be at the administrative rate.

5. Upon completion of the service, the client must sign and date a form acknowledging receipt of the service.

6. The case manager should secure an EOMB (Explanation of Medicare Benefits) from the vendor if Medicare can be applied towards purchase before the final payment will be processed for Assistive Technology. Explanation of benefits should also be secured if the recipient has other insurance.

**Specify applicable (if any) limits on the amount, frequency, or duration of this service:**

The amount for this service is \$15,000.00 per waiver recipient. Any expenditure in excess of \$15,000.00 must be approved by the state coordinator and the Medicaid designated personnel.

Transitional Assistive Technology will be limited to hospital beds, Hoyer lifts, and/or wheelchairs (manual or electric).

**Service Delivery Method:** Provider managed

**Provider Type:** Vendor with a business license

**Provider Qualifications:** Business License

**Other Standard:** Vendor is responsible for orientation to the equipment.

**Verification of Provider Qualifications Entity Responsible for Verification:**

Operating Agency

**Frequency of Verification:** As needed

**Scope of Service**  
**For**  
**Personal Assistance Service ACT Waiver**

**Service Definition** (*Scope*):

PAS are a range of services provided by one or more persons designed to assist an individual with a disability to perform daily activities on the job. These activities would be performed by the individual if that individual did not have a disability. Such services shall be designed to increase the individual's independence and ability to perform every day activities on the job. This service will support that population of individuals with physical disabilities who need services beyond personal care and primarily those in competitive employment either in their home or in an integrated work setting. An integrated work setting is defined as a setting typically found in the community which employs individuals with disabilities and there is interaction with non-disabled individuals who are in the same employment setting. This service will be sufficient to support the competitive employment of people with disabilities of at least 40 hours per month. The service will also be sufficient in amount, duration, and scope so that an individual with a moderate to severe level of disability would be able to obtain the support needed maintain employment.

**A. Objective:**

The objective of PAS is to provide a range of services designed to assist an individual with physical disabilities to perform activities on the job.

**B. Provider Experience**

Agencies desiring to be a provider must have demonstrated to the operating agency (OA) experience in providing PAS or a similar service.

**C. Description of Services to Be Provided**

1. This service will be provided to individuals with disabilities inside and outside of their home. It may enable them to maintain employment. The amount of time should be the number of hours sufficient to accommodate individuals with disabilities to work.

2. The unit of service will be per 15 minute increments of direct PAS provided to the recipient. The amount of time authorized does not include the Personal Assistant's transportation time to or from the recipient's home or place of employment.

3. The PAS received by an individual will be based on the individual's needs. The number of hours must be stipulated on the Plan of Care and Service Provider Contract.

4. IF THIS SERVICE IS USED FOR EMPLOYMENT, THE OA IS REQUIRED TO HAVE A SIGNED AGREEMENT WITH THE EMPLOYER STATING THAT IT IS ACCEPTABLE TO HAVE A PAS WORKER ON THE JOB-SITE.

5. PAS is required, but are not limited to assisting with:

Outside Home/Job Site: Essential shopping, transportation to and from work, eating, toileting, medication monitoring, entering or exiting doors. PAS services must be provided under the supervision of the registered nurse who meets the PAS staffing requirements and will:

a. Make visits to client's residence after the initial visit by the registered nurse.

b. Be immediately accessible by phone during the hours services are being provided. Any deviation from this requirement must be prior approved in writing by the OA and the Alabama Medicaid Agency. If this position becomes vacant the OA must be notified within 24 hours.

c. Provide and document supervision of, training for, and evaluation of PAS workers according to requirements in the approved waiver document.

d. Provide on-site (clients' place of residence) supervision of the PAS worker at a minimum of every 60 days for each client. Supervisory visits must be documented in the individual client record and reported to the OA. Supervisors will conduct on-site supervision more frequently if warranted by complaints or suspicion of substandard performances of the PAS worker.

e. Observe each PAS worker with at least one assigned client at a minimum of every 6 months or more frequently if warranted by substandard performance. This function may be carried out in conjunction with

the 60 day supervisory visits, or at another time. Documentation of direct supervisory visits must be maintained in the employee personnel file.

f. Assist PAS workers as necessary to provide individual PAS as outlined by the Plan of Care. Any supervision/ assistance given must be documented in the individual client's record.

4. Minimum training requirements must be completed prior to working with a client. The DSP is responsible for providing/or conducting the training. Proof of training must be recorded in the personnel file

The PAS training program should stress physical, emotional and developmental needs and ways to work with the population served, including the need for respect of the client, his/her privacy, workplace and property.

NOTE: The PAS training program must be approved by the OA.

Minimum training requirements must include the following areas:

a. Monitor the client, e.g., observe for signs of change in condition, prompt client to take medications as directed, basic recognition of medical problems and medical emergency, basic first aid for emergencies.

b. Recordkeeping, e.g., a daily log signed by the client or family member/ responsible person and PAS Worker to document what services were provided for the client in relation to the Plan of Care and signed at least once every two weeks by the supervising nurse.

c. Basic Infection Control

d. Communication skills

e. The DSP is responsible for providing a minimum of 12 hours relevant in-service training per calendar year. (The annual in-service training requirements can be done on a prorated basis.) Documentation shall include topic, name and title of trainer, training objectives, outline of content, length of training, list of trainees,

location, and outcome of training. Topics for specific in-service training may be mandated by Medicaid or the

OA. In-service training may entail furnishing care to the client. Additional training may be provided as deemed necessary by the DSP. Any self-study training programs must be approved for content and credit

hours by Medicaid, and/or the OA, prior to being offered and may not exceed 4 of the 12 in-service annual

training hours. The DSP shall submit proposed program(s) to the OA at least 45 days prior to the planned implementation. Note: In-service training is in addition to the required training prior to delivery of personal care.

5. Personnel files:

Individual records will be maintained to document that each member of the staff has met the above requirements.

### **E. Conduct of Service**

An individual client record must be maintained by the DSP. Requirements under this section (E) must be documented in each individual client record.

1. The DSP will initiate PAS within three working days of receiving the written contract for services from the case manager. Services must not be provided prior to the authorized start date stated on the Provider Contract.

2. The DSP will notify the case manager within three working days of the following client changes:

a. Client's condition has changed and the Plan of Care no longer meets client needs or client no longer appears to need PAS.

b. Client dies or moves out of service area.

c. Client no longer wishes to participate in PAS.

d. Knowledge of client's Medicaid ineligibility or potential ineligibility.

e. Client becomes unemployed.

3. The DSP will maintain a recordkeeping system which establishes a client profile in support of units of PAS delivered, based on the Service Provider Contract. The DSP will arrange a daily log reflecting the personal assistance services provided by the PAS worker for the client and the time expended for this service. The daily log must be initialed daily and signed weekly by the client, or employer/family member/responsible person if the client is unable to sign.

4. The DSP must complete the 60 day supervisory review which includes at a minimum assurance that the services are being delivered consistent with the Plan of Care and the service contract form in an

appropriate manner, assurance that the client's needs are being met, and a brief statement regarding the client's condition. The summary must be submitted to the case manager within ten (10) calendar days after the 60 day supervisory review.

5. The DSP must have an effective back-up service provision plan in place to ensure that the client receives PAS as authorized.

6. Whenever two consecutive attempted visits occur, the case manager must be notified immediately.

7. The DSP will develop and maintain a Policy and Procedure Manual subject to approval by the operating agency which describes how activities will be performed in accordance with the terms of the contract and which includes the agency's emergency plan.

8. The DSP will inform clients of their right to complain about the quality of PAS provided and will provide clients with information about how to register a complaint.

9. The Nurse Supervisor must make the initial visit to the client's residence prior to the start of PAS to review the Plan of Care and in order to give the client written information. The Plan of Care must be developed and the service contract form submitted prior to the provision of PAS. The DSP must maintain documentation.

10. The case manager will authorize PAS by designating the amount, frequency and duration of service for clients in accordance with the client's Plan of Care which is developed in consultation with the client and others involved in the client's care. The DSP must adhere to those duties which are specified in the Plan of Care and the Service Provider Contract. If the DSP identified PAS duties that would be beneficial to the client's care but are not specified in the Plan of Care and the Service Provider Contract, the DSP must contact the case manager.

11. The case manager will review a client's Plan of Care within three working days of the receipt of the DSP's request to modify the Plan of Care.

12. The case manager will notify the DSP immediately if a client becomes medically ineligible for waiver services and issue a service contract form terminating services. The case manager must verify Medicaid eligibility monthly.

13. Under no circumstance should any type of skilled medical service be performed by a PAS worker.

14. No payment will be made for services not listed on the Plan of Care and Service Provider Contract.

15. The DSP will retain a client's file for at least five years after services are terminated.

**Specify applicable (if any) limits on the amount, frequency, or duration of this service:**

The amount of time should be the number of hours sufficient to accommodate individuals with disabilities to work. The unit of service will be per 15 minute increments of direct PAS provided to the recipient. The amount of time authorized does not include the Personal Assistant's transportation time to or from the recipient's home or place of employment.

**Provider Type:**

Home Care Agency or Home Health Agency

**Provider Qualifications**

**License** (*specify*):

Business

**Certificate** (*specify*):

Certificate of Need (CON) if the provider type is a Home Health Agency

**Other Standard** (*specify*):

Waiver of Certificate of Need approved by the Medicaid Commissioner

**Verification of Provider Qualifications /Entity Responsible for Verification:**

Alabama Department of Senior Services Certification Surveyor

**Frequency of Verification:**

Annually upon initial approval and biannually thereafter if no compliance concerns exist.

## **Scope of Service For Home Modifications ACT Waiver**

### **Scope Definition**

Those physical adaptations to the home, required by the participant's plan of care, which are necessary to ensure the health, welfare and safety of the participants, or which enables the participants to function with greater independence in the home and without which, the participant would require institutionalization. Such adaptations may include the installation of ramps and grab-bars and/or the

widening of doorways in order to accommodate the medical equipment and supplies which are necessary for the welfare of the participant. Excluded are those adaptations or improvements to the home which are not of direct medical or remedial benefit to the waiver participant, such as floor covering, roof repair, central air conditioning, etc. Adaptations which add to the total square footage of the home, any type of construction affecting the structural integrity of the home, changes to the existing electrical components of the home, or permanent adaptations to rental property are also excluded from this benefit. All services shall be provided in accordance with applicable state or local building codes.

**A. Objective:**

The objective of Environmental Accessibility Adaptations Services (EAA) is to ensure the health, welfare and safety of waiver participants which enables them to function with greater independence in their current living arrangements.

**B. Provider Qualifications:**

EAA will be provided by entities capable of constructing or installing the needed apparatus. Any construction/installation completed must be in accordance with state and local building code requirements, American with Disabilities Act Accessibility Guidelines (ADAAG) and done by a licensed contractor.

**C. Description of Services to Be Provided:**

1. The ACT Waiver program will pay for this service when items requested are not covered under the regular State Plan program and is medically necessary. "Medically necessary" means that the service is directed toward the maintenance, improvement, or protection of health or toward the diagnosis and treatment of illness or disability. The OA medical record on each participant must substantiate the need for services, must include all findings and information supporting medical necessity, and must detail all treatment provided.
2. The adaptations shall not include any improvements to the home which are not of direct medical or remedial benefit to the client, such as floor covering, roof repair, central air conditioning, etc.
3. All services shall be provided in accordance with applicable state or local building codes, and ADAAG regulations. This service will be provided by a licensed contractor.

**D. Conduct of Service**

1. This service will be authorized by the ACT Waiver case manager. The case manager should consult with a Rehabilitation Technology Specialist (RTS) to assist when there is questionable doubt as to the construction of EAA. RTS may also be utilized in developing specifications and in obtaining final approval of completed modification adaptations. The case manager must make sure that all the requirements are met.
2. Environmental Accessibility Adaptations must be prior authorized and approved by Alabama Medicaid, or its designee, and must be listed on the participant's Plan of Care. The maximum amount for this service is \$5,000 per waiver recipient for the entire stay on the waiver. Any expenditure in excess of \$5,000 must be approved by the state coordinator and the Medicaid designated personnel.

3. A PRESCRIPTION IS NOT REQUIRED FOR THIS SERVICE.

4. If the participant is not pleased with the service, the contractor is required to make adjustments as long as the complaints are within reason.

This service is necessary to assist an individual to transition from an institutional level of care to the home and community based waiver. Limits on EAA are \$5,000 per waiver participant for the entire stay on the waiver. Any expenditure in excess of \$5,000 must be approved by the ACT Waiver Coordinator and the Medicaid Agency designated personnel. The service should not be billed until the first day the participant is transitioned and has begun to receive waiver services in order to qualify as waiver funds. If the individual fails to transition to the ACT Waiver, reimbursement will be at the administrative rate.

**Service Delivery Method: Provider managed**

**Provider Type: Licensed Contractor**

**Provider Qualifications**

**License** (*specify*): *Any construction/installation completed must be in accordance with state and local building code requirements, American with Disabilities Act Accessibility Guidelines (ADAAG) and done by a licensed contractor.*

**Verification of Provider Qualifications**

**Entity Responsible for Verification: Operating Agency and Rehabilitation Technology Specialist**

**Frequency of Verification: Prior to contract approval, annually or bi-annually for approved providers based on meeting previous requirements, or more often if needed based on service monitoring concerns.**

**Scope of Service**

**For**

**Medical Equipment Supplies and Appliances ACT Waiver**

**Service Definition (Scope)**

Medical supplies include devices, controls and/or appliances, specified in the Plan of Care, which enable waiver participants to increase their ability to perform activities of daily living, to maintain health and safety in the home environment, and to perceive, control, or communicate with the environment in which they live. All waiver medical supplies must be prescribed by a physician, be medically necessary and be specified in the Plan of Care.

**A. Objective:**

The objective of the Medical Supplies service is to maintain the participant's health, safety and welfare and to prevent further deterioration of a condition such as decubitus ulcers. This service is necessary to prevent institutionalization. Medical supplies ensure health and safety for the duration of usefulness of supplies. Medical supplies are necessary for the care and functional capabilities of the recipient in the home.

**B. Provider Experience**

Providers of this service will be those who have a signed provider agreement with the Alabama Medicaid Agency, and the Department of Senior Services. The case manager must provide the participant with a choice of vendors in the local area of convenience.

### **C. Description of Services to be provided**

1. Medicaid will pay for a service when the service is covered under the ACT Waiver and is medically necessary. "Medically necessary" means that the service is directed toward the maintenance, improvement, or protection of health or toward the diagnosis and treatment of illness or disability. The OA records on each participant must substantiate the need for services, must include all findings and information supporting medical necessity, and must detail all treatment provided.

2. Medical supplies are necessary to maintain the participant's health, safety and welfare and to prevent further deterioration of a condition such as decubitus ulcers. This service is necessary to prevent institutionalization.

3. These supplies do not include common over-the-counter personal care items such as toothpaste, mouthwash, soap, cotton swabs, Q-Tips, etc.

4. Items reimbursed with waiver funds shall be in addition to any medical supplies furnished under the State Plan and shall exclude those items which are not of direct medical or remedial benefit to the participant.

5. All items shall meet applicable standards of manufacture, design and installation.

Supplies are limited to \$1800.00 per recipient per year. Providers must maintain documentation of items purchased for recipient which is specific to the recipients.

### **D. Conduct of Service**

1. This service will only be provided when authorized by the participant's physician.

2. Providers of this service will be those who have a signed provider agreement with the Alabama Medicaid Agency, and the Department of Rehabilitation Services.

3. Supplies must be indicated on the participant's Plan of Care, they must be medically necessary to maintain the participant's ability to remain in the home and live independently.

4. Reimbursement for medical supplies shall be limited to \$1800.00 annually per participant. Receipt for all supplies purchased must be kept in the participant's case record.

5. The case manager must provide the participant with a choice of vendors in the area. A signed Participant Choice of Vendor form should be placed in the case file and a copy provided to the participant. Services should not be denied due to an absence of the signature of the waiver participant/representative.

6. Any supplies that are covered under the State DME program cannot be billed as a waiver item. It must be billed through the State DME procedure codes.

**Specify applicable (if any) limits on the amount, frequency, or duration of this service:**

All waiver medical supplies must be prescribed by a physician, be medically necessary and be specified in the Plan of Care. These supplies do not include common over-the-counter personal care items such as toothpaste, mouthwash, soap, cotton swabs, Q-tips, etc. Items reimbursed with waiver funds shall be in addition to any medical supplies furnished under the State Plan and shall exclude those items which are not of direct medical or remedial benefit to the individual. All items shall meet applicable standards of manufacture, design and installation. Medical Supplies are limited to \$1800.00 per recipient per year. The OA must maintain documentation of items purchased for recipient.

**Service Delivery Method Provider managed**

**Provider Qualifications**

**License:** *Business License*

**Other Standard Providers of this service will be those who have signed provider agreements with the Alabama Medicaid Agency, and the OA. The case manager must provide the participant with a choice of vendors in the local area of convenience.**

**Verification of Provider Qualifications**

**Entity Responsible for Verification:** OA Certification Surveyor

**Frequency of Verification:** Prior to contract approval, annually or bi-annually for approved providers based on previous score, or more often if needed based on service monitoring concerns.

**Scope of Service**

**For**

**Personal Emergency Response System and Monthly Fee**

**ACT Waiver**

**Service Definition** (*Scope*):

This service will cover the monthly fee after the system has been installed.

PERS is an electronic device which enables certain individuals at high risk of institutionalization to secure help in the event of an emergency. The client may also wear a portable “help” button to allow for mobility.

The system is connected to the person’s phone and programmed to signal a response center once a “help” button is activated. The response center is staffed by trained professionals. PERS services are limited to those individuals who live alone, or who are alone for significant parts of the day, and have no regular caretaker for extended periods of time, and who would otherwise require extensive routine supervision. By providing immediate access to assistance, PERS serves to prevent institutionalization of those individuals.

**A. Objective:**

The objective of PERS is to assist the recipients who live alone or who are alone for significant parts of the day and do not have a regular caretaker for extended periods of time.

**B. Provider Experience**

PERS monthly availability will be provided by individuals who are trained on this device for specific consumers for whom services are being provided.

**C. Description of Services to Be Provided**

1. The system is connected to a client's phone and programmed to signal a response center once a "help" button is activated.
2. By providing immediate access to assistance, PERS serves to prevent institutionalization of those individuals.

**D. Conduct of Services**

1. PERS should be ordered and arranged for by the SAIL Waiver case manager.
2. PERS must be prior authorized, approved by the Alabama Medicaid Agency or its designee and must be listed on the client's Plan of Care. The maximum is a one-time installation charge. Once the recipient has had one installation, another one cannot be approved.
3. Case managers must assure that the Prior Authorization packet contains the following information:
  - a. Alabama Medicaid Prior Authorization Request form (PA Form 342).
  - b. Approval by the Department of Rehabilitation Services for Vendor Providing the Service
  - c. Price Quotation from the Vendor Providing the Service Specifying the Description of Personal

**Emergency Requested.**

- d. A Prescription from the Physician.
4. Upon completion the client must sign and date a form acknowledging receipt of the service which must be on file. If the client is not pleased with the service, the contractor is required to make adjustments as long as the complaints are within reason.

**Specify applicable (if any) limits on the amount, frequency, or duration of this service:**

Price Quotation from the Vendor Providing the Service Specifying the Description of Personal Emergency Requested.

The maximum is a one-time installation charge. Once the recipient has had one installation, another one cannot be approved.

**Service Delivery Method:** Provider managed

**Provider Type:** Business Vendor

**Provider Qualifications**

**License** (*specify*): Business license

**Certificate** (*specify*):N/A

**Other Standard** (*specify*):

Set-up will be provided by individuals who are trained to install this device for specific consumers for whom services are being provided.

**Verification of Provider Qualifications/Entity Responsible for Verification:**

Operating Agency Case Manager, AMA's fiscal intermediary (HP)

**Frequency of Verification:**

At initial enrollment and annually

**Personal Emergency Response System (Monthly Fee)**

**Service Definition** (*Scope*):

This service will cover the monthly fee after the system has been installed.

**Specify applicable (if any) limits on the amount, frequency, or duration of this service:**

The maximum is a one-time installation charge. Once the recipient has had one installation, another one cannot be approved.

**Service Delivery Method** (*check each that applies*):

**Participant-directed as specified in Appendix E**

**Provider managed**

**Verification of Provider Qualifications/Entity Responsible for Verification:**

Waiver Case Manager

**Frequency of Verification:**

As needed