

Proposed Changes to Renew the Adult Autism Waiver SFY 2015-16

**Proposed Changes to Renew the Adult Autism Waiver Effective July 1, 2016**

**KEY - Bold** = Recommended additions

**Strikethrough** = Recommended removal

*\*All references to the Department of Public Welfare (DPW) will be changed to Department of Human Services (DHS)*

*\*Proposed changes to the Adult Autism Waiver Quality Measures can be found in the document titled "Proposed Changes to AAW Quality Measures Effective July 1, 2016"*

| No.         | Waiver Section                 | Current Language | Recommended <u>Revised</u> Language  | Comment |
|-------------|--------------------------------|------------------|--|---------|
| <b>Main</b> |                                |                  |  |         |
|             | Renewal<br>1. Major<br>Changes |                  | <p>Several changes have been included in this application to renew the Adult Autism Waiver. This waiver renewal reflects consideration of the input from an array of stakeholders on necessary improvements to program features and operation.</p> <p>Notable changes included in this renewal are:</p> <ul style="list-style-type: none"> <li>• Update terminology used throughout</li> <li>• Revise several quality measures</li> <li>• Increase the limitation on the number of participants served at any point in time from 518 to 568 and increase the number of unduplicated participants from 544 to 596</li> <li>• Add reserved capacity for ten individuals discharged from a state hospital and for three individuals transferring from the Adult Community Autism Program</li> <li>• Allow use of an interim service plan when an individual is enrolled in the waiver using reserved capacity and has a protective services plan that specifies a need for long-term support.</li> <li>• Revise the intake process for individuals between 18 and 21 years of age</li> <li>• Revise provider qualifications</li> <li>• Remove occupational therapy as a service</li> <li>• Combine several services in to new services</li> <li>• Revise the section on risk assessment and mitigation</li> </ul> |         |

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|-----|-----------------------------|---|---|---------|
|     | Main 2. Program Description | <p>The Pennsylvania Adult Autism Waiver is designed to provide community-based services and supports to meet the specific needs of adults with Autism Spectrum Disorders (ASD). The intent of this waiver is to serve some of the many people with ASD that are not served by any waiver or who receive services through other HCBS waivers which do not meet their unique needs. The Department of Public Welfare (DPW) established the Office of Developmental Programs (ODP), Bureau of Autism Services (BAS) in February 2007 for the explicit purpose of assuring that people with ASD have supports and services to assist them in leading successful, happy, and safe lives in the community.</p> <p>As the State Medicaid Agency, DPW retains ultimate authority over the administration and implementation of the Adult Autism Waiver. BAS is responsible for developing policies and procedures for waiver operations. Individuals request services through a toll free number at BAS. BAS regional staff and BAS contractors assess functional eligibility for the Adult Autism Waiver. The DPW Office of Income Maintenance (OIM) determines financial eligibility.</p> <p>The Adult Autism Waiver offers Supports Coordination as a waiver service. The participant chooses his or her Supports Coordination Agency with assistance from BAS regional staff. The Supports Coordinator then conducts state-specified assessments and works with the participant and individuals he or she chooses to develop an Individual Support Plan (ISP). The waiver offers only agency-managed services. DPW will submit a waiver amendment to add participant-directed services upon selection of entities to furnish financial management services and information and assistance to support participant direction.</p> | <p>The Pennsylvania Adult Autism Waiver is designed to provide community-based services and supports to meet the specific needs of adults with Autism Spectrum Disorders (ASD). <del>The intent of this waiver is to serve some of the many people with ASD that are not served by any waiver or who receive services through other HCBS waivers which do not meet their unique needs.</del><br/> <b>The intent of this waiver is to serve some of the many people with ASD that are not served by any waiver, including people transitioning from state hospitals and people who need services as part of a protective services plan to prevent abuse and neglect.</b> The Department of Public Welfare <b>Human Services (DPW DHS)</b> established the Office of Developmental Programs (ODP), Bureau of Autism Services (BAS) in February 2007 for the explicit purpose of assuring that people with ASD have supports and services to assist them in leading successful, happy, and safe lives in the community.</p> <p>As the State Medicaid Agency, <del>DPW</del> <b>DHS</b> retains ultimate authority over the administration and implementation of the Adult Autism Waiver. BAS is responsible for developing policies and procedures for waiver operations. Individuals request services through a toll free number at BAS. BAS regional staff and BAS contractors assess functional eligibility for the Adult Autism Waiver. The <del>DPW</del> <b>DHS</b> Office of Income Maintenance (OIM) determines financial eligibility.</p> <p>The Adult Autism Waiver offers Supports Coordination as a waiver service. The participant chooses his or her Supports Coordination Agency with assistance from BAS regional staff. The Supports Coordinator then conducts state-specified assessments and works with the participant and individuals he or she chooses to develop an Individual Support Plan (ISP). The waiver offers only agency-managed services. <del>DPW</del> <b>DHS</b> will submit a waiver amendment to add participant-directed services upon selection of entities to furnish financial management services and information and assistance to support participant direction.</p> |         |

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|     | <p>Main 6.<br/>Additional Requirements<br/>I. Public Input.</p> |                  | <p>BAS held a stakeholder meeting on May 5, 2015, presented to providers at the Pennsylvania Autism Training Conference (PATC) on June 9, 2015, and the BAS subcommittee of the Information Sharing Advisory Committee on July 28, 2015 to discuss changes proposed in the waiver renewal.</p> <p>Through a notice published in the Pennsylvania Bulletin on December 5, 2015, DHS informed interested persons of the availability of the proposed renewal for public comment. The Pennsylvania Bulletin is available online at <a href="http://www.pabulletin.com/index.asp">http://www.pabulletin.com/index.asp</a> and via subscription. The Pennsylvania Bulletin is published weekly under 4 Pa.C.S. Part II (relating to publication and effectiveness of Commonwealth documents).</p> <p>The December 5, 2015 notice also stated that paper copies of the waiver renewal document and the notice could be obtained by calling or submitting a request in writing to any of ODP's four regional offices.</p> <p>Notice of the availability of paper copies of the waiver renewal document was shared via BAS's ListServ, which includes providers, advocates, supports coordinators and other interested parties.</p> <p>The information contained in this renewal was presented at the Medical Assistance Advisory Committee on December 10, 2015.</p> <p>BAS held a facilitated call for stakeholders on January 6, 2016 to receive comments on the proposed Adult Autism Waiver Renewal as part of the comment period, which was attended by 159 people.</p> <p>Notification of the proposed waiver renewal was also done through stakeholder outreach via support groups and the ASERT Resource Center, including flyers distributed at events directing readers on how to access copies of the proposed waiver renewal and encouraging submission of comments.</p> <p>Tribal consultation was not required as Pennsylvania does not have any recognized tribes.</p> |         |

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|     |                |                  | <p>A total of 119 summarized comments from the public were received on the AAW waiver renewal. A full summary of the public comments and responses to the comments, that meet the requirements of 42 CFR 441.304(f)(1-4) are posted publicly on the DHS website at:<br/> <a href="http://www.dhs.pa.gov/learnaboutdhs/waiverinformation/adultautismwaiver/index.htm#.VusRTvkrLIU">http://www.dhs.pa.gov/learnaboutdhs/waiverinformation/adultautismwaiver/index.htm#.VusRTvkrLIU</a>.</p> <p>To summarize, 12 comments were received on the interest list, 9 comments on waiver capacity and reserved capacity, 3 comments on the combined Family Support service, 25 comments on changes to employment services, 10 comments on the expanded Specialized Skill Development service, 4 comments on removal of the Occupational Therapy service, 1 comment on the Day Habilitation service, 3 comments on the 50 hour per week limitation on a combination of 4 services, 9 comments on the Assistive Technology service, 5 comments on the Residential Habilitation service, 3 comments on the new Home Modifications and Vehicle Modifications services, and 35 comments on other subjects.</p> <p>Some trends that were seen in the comments were: to change the eligibility requirements, increase capacity, increase the limitation of Family Support services, allow for self-employment and customized employment, limiting choice of providers, and the limitation of 50 hours for 4 services.<br/>                     In response to these comments, the renewal was revised to: increase the Family Support service limitation from 20 hours to 40 hours, revise the Supported Employment service definition, and revise the Specialized Skill Development service definition.</p> |         |

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|                   | Main A.<br>Attachment #1<br>Transition Plan |  | <p><b>The extended state plan service, Occupational Therapy, is being eliminated. No participants are receiving the Occupational Therapy service. Participants who require Occupational Therapy in the future may access that service through the State Plan or private insurance, as applicable.</b></p> <p><b>The Family Training service is being combined with the Family Counseling service, renaming it the Family Support service. No participants are receiving the Family Training service. Participants receiving the Family Counseling service will transition to the Family Support service which has the same provider qualifications. The limitation on utilization of Family Support is 40 hours per plan year, increased from a limit of 20 hours per plan year for the Family Counseling service.</b></p>  |         |
| <b>Appendix A</b> |   |  |   |         |
|                   | 2. Oversight of Performance                 | <p>The State Medicaid Director in the Office of Medical Assistance Programs (OMAP) has the authority to authorize waiver approvals and submissions. The Director of the Bureau of Autism Services reports directly to the Deputy Secretary of the Office of Developmental Programs, who reports directly to the Secretary of Public Welfare (the head of the single state Medicaid agency). The Secretary of Public Welfare meets weekly with the State Medicaid Agency Director and the Deputy Secretary of the Office of Developmental Programs to discuss services for people with developmental disabilities, and the Deputy Secretary meets weekly with the Director of the Bureau of Autism Services to discuss autism services including the waiver. Therefore, the SMA, through Secretary of Public Welfare and OMAP, has ultimate authority over waiver operations.</p> | <p>The State Medicaid Director in the Office of Medical Assistance Programs (OMAP) has the authority to authorize waiver approvals and submissions. The Director of the Bureau of Autism Services reports directly to the Deputy Secretary of the Office of Developmental Programs, who reports directly to the Secretary of <del>Public Welfare</del> <b>Human Services</b> (the head of the single state Medicaid agency). The Secretary of <del>Public Welfare</del> <b>Human Services</b> meets weekly with the State Medicaid Agency Director and the Deputy Secretary of the Office of Developmental Programs to discuss services for people with developmental disabilities, and the Deputy Secretary meets <del>weekly</del> <b>regularly</b> with the Director of the Bureau of Autism Services to discuss autism services including the waiver. <b>In addition, the State Medicaid Director meets monthly with BAS staff.</b> Therefore, the SMA, through <del>the Secretary of Human Services</del> <b>Public Welfare</b> and OMAP, has ultimate authority over waiver operations.</p> |         |

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|     | 3. Contracted Entity                 | <p>BAS contracts with individuals across the Commonwealth to conduct functional eligibility assessments for people who have applied for the waiver. Individuals may be employed by a contracted agency or may be independent contractors. The individuals meet the applicant and his/her representative in-person and conduct the functional eligibility assessment using criteria in Appendix B-1-b. BAS conducts functional eligibility assessments when contractors are not available or do not have the capacity to conduct the assessment within 30 days of receipt of an application. Individuals who conduct functional eligibility assessments must a) have completed required training developed by the BAS for people with ASD; and b) have a Bachelor's degree in Social Work, Psychology, Education, or a related human services field; or a High School diploma or its equivalent and two years of experience working with individuals with disabilities in a Home and Community Based setting.</p> | <p>BAS contracts with individuals across the Commonwealth to conduct functional eligibility assessments for people who have applied for the waiver. Individuals may be employed by a contracted agency or may be independent contractors. The individuals meet the applicant and his/her representative in-person and conduct the functional eligibility assessment using criteria in Appendix B-1-b. BAS conducts functional eligibility assessments when contractors are not available or do not have the capacity to conduct the assessment within 30 days of receipt of an application. Individuals who conduct functional eligibility assessments must a) have completed required training developed by the BAS for people with ASD; and b) have a Bachelor's degree in Social Work, Psychology, Education, or a related human services field related to <b>Social Work, Psychology or Education</b>; or a High School diploma or its equivalent and two years of experience working with individuals with disabilities in a Home and Community Based setting.</p> |         |
|     | 6. Assessment Methods and Frequency. | <p>BAS staff review documentation of all denials of functional eligibility before the applicant is notified of a denial. BAS staff also review all approvals of functional eligibility where the applicant has substantial functional limitations in only three of the six major life activities specified in Appendix B-1-b before the applicant is notified of approval or denial. BAS staff can either require new information or override the determination by the functional eligibility assessment contractor. BAS staff review documentation of a random sample of other approved functional eligibility determinations at least every six months. The sample is sufficient to estimate accuracy with a 10% margin of error and a 90% confidence level.</p>   | <p>BAS staff review documentation of all denials of functional eligibility before the applicant is notified of a denial. BAS staff also review all approvals of functional eligibility where the applicant has substantial functional limitations in only three of the six major life activities specified in Appendix B-1-b before the applicant is notified of approval or denial. In addition, BAS staff review <b>20% of other functional eligibility determinations that results in an approval (every fifth assessment by each contracted assessor) on an ongoing basis.</b> <del>other approved functional eligibility determinations at least every six months. The sample is sufficient to estimate accuracy with a 10% margin of error and a 90% confidence level.</del> BAS staff can either require new information or override the determination by the functional eligibility assessment contractor.</p>  |         |

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|     | Quality Improvement :<br>a. Methods for Discovery:<br>Administrative Authority<br>i. Performance Measures |   |   |         |
|     | Quality Improvement :<br>a. Methods for Discovery:<br>Administrative Authority<br>ii.                     | To verify the accuracy of functional eligibility dates used for the performance measure in a.i.a., BAS reviews paper records for a sample of functional eligibility determinations. Since BAS staff conduct some determinations as identified in Appendix B-6-a, a BAS staff person may not review his or her own determination. The sample is sufficient to obtain a 90% confidence level with a 10% margin of error. For each assessment reviewed, BAS compares the date of assessment in the call log to the date listed on the paper record. BAS also checks the individual's application to ensure the call log is accurate regarding the date the application was received. Finally, BAS staff review data regarding functional eligibility assessments to identify if any assessors are outliers in approval or denial of functional eligibility, and observe interviews for any assessors that are outliers to review their application of functional eligibility criteria. | To verify the accuracy of functional eligibility dates used for the performance measure in a.i.a., BAS reviews paper records for a sample of functional eligibility determinations. Since BAS staff conduct some determinations as identified in Appendix B-6-a, a BAS staff person may not review his or her own determination. The sample is sufficient to obtain a 90% confidence level with a 10% margin of error. For each assessment reviewed, BAS compares the date of assessment in the call log <b>Participant Tracking Database</b> to the date listed on the paper record. BAS also checks the individual's application to ensure the call log <b>Participant Tracking Database</b> is accurate regarding the date the application was received. Finally, BAS staff review data regarding functional eligibility assessments to identify if any assessors are outliers in approval or denial of functional eligibility, and observe interviews for any assessors that are outliers to review their application of functional eligibility criteria. |         |
|     | Quality Improvement :<br>b. Methods for Remediation/<br>Fixing Individual Problems<br>i.                  | Each quarter, BAS reviews information collected from the discovery activities during that quarter. BAS staff meet quarterly to discuss findings and identify remediation strategies if necessary. If there are multiple issues of performance, the BAS Director will set priorities regarding which issue to address first.<br><br>If the information indicates that there are issues in timely performance or making accurate functional eligibility determinations, BAS will first assess whether problems are  | Each quarter, BAS reviews information collected from the discovery activities during that quarter. BAS staff meet quarterly to discuss findings and identify remediation strategies if necessary. If there are multiple issues of performance, the BAS Director <b>or designee</b> will set priorities regarding which issue to address first.<br><br>If the information indicates that there are issues in <del>timely performance or making accurate functional eligibility determinations,</del> <b>of non-compliance with the waiver requirements for functional eligibility determinations,</b> BAS will first   |         |

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|                   |                | <p>system-wide or isolated to a particular contractor or region.</p> <p>If problems are system-wide, the BAS Director or a designee will meet with individuals involved in functional eligibility determinations, such as contracted individuals and BAS staff who make functional eligibility determinations and BAS staff who review assessments. The meetings will identify systemic issues that lead to untimely performance or instances where BAS overrides the assessor’s decision, and identify possible solutions such as training, technical assistance, more intensive monitoring, or process changes. The BAS Director or designee will then develop a quality improvement strategy to address the issue.</p> <p>If performance issues are isolated to only one region, contractor, or provider, the BAS Director or designee will communicate with the responsible DPW staff, contractor, or provider to identify the reason for the issues in performance. In addition, BAS may interview participants, family members, and providers, and/or review additional records, as necessary. The BAS Director or designee will determine corrective action based on the data collected and the previous performance of the staff person or provider. Examples of corrective action include additional training, more intensive monitoring by BAS, follow-up and resolution through a corrective action plan. For performance issues with contractors, BAS will follow DPW departmental policy regarding sanctions and, if warranted, termination of the contract.</p> | <p>assess whether the problems are system-wide or isolated to a particular contractor or region.</p> <p>If problems are system-wide, the BAS Director or a designee will meet with individuals involved in <del>functional eligibility determinations, such as contracted individuals and BAS staff who make functional eligibility determinations and BAS staff who review assessments.</del> <b>the administrative function. For example, if functional eligibility determinations are not timely completed on a systemic basis, BAS staff who make functional eligibility determinations would meet with contracted individuals who perform functional eligibility determinations.</b> During the meeting systemic issues that lead to untimely performance or instances where BAS overrides the assessor’s decision would be identified and possible solutions such as training, technical assistance, more intensive monitoring, or process changes would be discussed. The BAS Director or designee will then develop a performance improvement project to address the issue.</p> <p>If performance issues are isolated to only one region, contractor, or provider, the BAS Director or designee will communicate with the responsible <del>DPW</del> <b>DHS</b> staff, contractor, or provider to identify the reason for the issues with performance. In addition, BAS may interview participants, family members, and providers, and/or review additional records, as necessary. The BAS Director or designee will determine corrective action based on the data collected and the previous performance of the staff person or provider. Examples of corrective action include additional training, more intensive monitoring by BAS, follow-up and resolution through a corrective action plan. For performance issues with contractors, BAS will follow <del>DPW</del> <b>DHS</b> departmental policy regarding sanctions and, if warranted, termination of the contract.</p> |         |
| <b>Appendix B</b> |                |   |   |         |

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|--------|---|---|-------------------------------------|---------|--------|-----|--------|-----|--------|-----|--------|-----|---|--------|---------------------------|--------|---------------------------|--------|---------------------------|--------|---------------------------|--------|---------------------------|--|
|        | B-3: Number of Individuals Served<br>a. Unduplicated Number of Participants                                   | <table border="1"> <tr><td>Year 1</td><td>315</td></tr> <tr><td>Year 2</td><td>330</td></tr> <tr><td>Year 3</td><td>439</td></tr> <tr><td>Year 4</td><td>544</td></tr> <tr><td>Year 5</td><td>544</td></tr> </table>  | Year 1                              | 315     | Year 2 | 330 | Year 3 | 439 | Year 4 | 544 | Year 5 | 544 | <table border="1"> <tr><td>Year 1</td><td><del>315</del> <b>596</b></td></tr> <tr><td>Year 2</td><td><del>330</del> <b>596</b></td></tr> <tr><td>Year 3</td><td><del>439</del> <b>596</b></td></tr> <tr><td>Year 4</td><td><del>544</del> <b>596</b></td></tr> <tr><td>Year 5</td><td><del>544</del> <b>596</b></td></tr> </table>  | Year 1 | <del>315</del> <b>596</b> | Year 2 | <del>330</del> <b>596</b> | Year 3 | <del>439</del> <b>596</b> | Year 4 | <del>544</del> <b>596</b> | Year 5 | <del>544</del> <b>596</b> |  |
| Year 1 | 315   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 2 | 330   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 3 | 439   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 4 | 544   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 5 | 544   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 1 | <del>315</del> <b>596</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 2 | <del>330</del> <b>596</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 3 | <del>439</del> <b>596</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 4 | <del>544</del> <b>596</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 5 | <del>544</del> <b>596</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
|        | B-3: Number of Individuals Served<br>b. Limitation on the Number of Participants Served at Any Point in Time. | <table border="1"> <tr><td>Year 1</td><td>300</td></tr> <tr><td>Year 2</td><td>315</td></tr> <tr><td>Year 3</td><td>418</td></tr> <tr><td>Year 4</td><td>518</td></tr> <tr><td>Year 5</td><td>518</td></tr> </table>  | Year 1                              | 300     | Year 2 | 315 | Year 3 | 418 | Year 4 | 518 | Year 5 | 518 | <table border="1"> <tr><td>Year 1</td><td><del>300</del> <b>568</b></td></tr> <tr><td>Year 2</td><td><del>315</del> <b>568</b></td></tr> <tr><td>Year 3</td><td><del>418</del> <b>568</b></td></tr> <tr><td>Year 4</td><td><del>518</del> <b>568</b></td></tr> <tr><td>Year 5</td><td><del>518</del> <b>568</b></td></tr> </table>  | Year 1 | <del>300</del> <b>568</b> | Year 2 | <del>315</del> <b>568</b> | Year 3 | <del>418</del> <b>568</b> | Year 4 | <del>518</del> <b>568</b> | Year 5 | <del>518</del> <b>568</b> |  |
| Year 1 | 300   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 2 | 315   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 3 | 418   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 4 | 518   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 5 | 518   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 1 | <del>300</del> <b>568</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 2 | <del>315</del> <b>568</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 3 | <del>418</del> <b>568</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 4 | <del>518</del> <b>568</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 5 | <del>518</del> <b>568</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
|        | B-3: Number of Individuals Served<br>c. Reserved Waiver Capacity.   | <p>People identified in Adult Protective Services investigations</p> <table border="1"> <tr><td>Year 1</td><td>0</td></tr> <tr><td>Year 2</td><td>0</td></tr> <tr><td>Year 3</td><td>0</td></tr> <tr><td>Year 4</td><td>5</td></tr> <tr><td>Year 5</td><td>5</td></tr> </table> | Year 1                              | 0       | Year 2 | 0   | Year 3 | 0   | Year 4 | 5   | Year 5 | 5   | <p>People identified in Adult Protective Services investigations</p> <table border="1"> <tr><td>Year 1</td><td><del>0</del> <b>5</b></td></tr> <tr><td>Year 2</td><td><del>0</del> <b>5</b></td></tr> <tr><td>Year 3</td><td><del>0</del> <b>5</b></td></tr> <tr><td>Year 4</td><td>5</td></tr> <tr><td>Year 5</td><td>5</td></tr> </table> <p><b>People discharged from a state hospital</b></p> <p><b>To enable adults with ASD who have been discharged from a state hospital to receive necessary supports to transition to the community, capacity is reserved for adults with ASD who resided in a state hospital for at least 90 consecutive days, are determined ready for discharge and whose discharge plan specifies a need for long-term support. Discharged individuals must still meet the eligibility requirements for the Adult Autism Waiver specified in Appendix B-1, B-4, B-5, and B-6.</b></p> <p><b>All participants enrolled in the Waiver have comparable access to all services offered in the Waiver regardless of whether he or she is enrolled due to meeting reserved capacity criteria or the Selection of Entrants to the Waiver</b></p> | Year 1 | <del>0</del> <b>5</b>     | Year 2 | <del>0</del> <b>5</b>     | Year 3 | <del>0</del> <b>5</b>     | Year 4 | 5                         | Year 5 | 5                         |  |
| Year 1 | 0   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 2 | 0   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 3 | 0   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 4 | 5   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 5 | 5   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 1 | <del>0</del> <b>5</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 2 | <del>0</del> <b>5</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 3 | <del>0</del> <b>5</b>   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 4 | 5   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |
| Year 5 | 5   |   |                                     |         |        |     |        |     |        |     |        |     |   |        |                           |        |                           |        |                           |        |                           |        |                           |  |

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|--------|----------------|------------------|---|---------|----|--------|----|--------|----|--------|----|--------|----|--|
|        |                |                  | <p>criteria in Appendix B-3-f. All participants must go through the Individual Support Plan process, including the full exploration of all service options.</p> <p>Describe how the amount of reserved capacity was determined:</p> <p>The amount of reserved capacity is based on the historical number of adults with ASD ready for discharge from a state hospital with discharge plans that indicate a need for long-term support.</p> <table border="1" data-bbox="1204 516 1967 699"> <tr> <td>Year 1</td> <td>10</td> </tr> <tr> <td>Year 2</td> <td>10</td> </tr> <tr> <td>Year 3</td> <td>10</td> </tr> <tr> <td>Year 4</td> <td>10</td> </tr> <tr> <td>Year 5</td> <td>10</td> </tr> </table> <p>People transferring from the Adult Community Autism Program</p> <p>Capacity is reserved to enable adults with ASD who are have been enrolled in the Adult Community Autism Program (ACAP) to transfer to the Adult Autism Waiver. Individuals transferring to the Waiver must meet the eligibility requirements for the Adult Autism Waiver as specified in Appendix B-1, B-4, B-5, and B-6.</p> <p>All participants enrolled in the AAW have comparable access to all services offered in the Waiver regardless of whether he or she is enrolled due to meeting reserved capacity criteria or the Selection of Entrants to the Waiver criteria in Appendix B-3-f. All participants must go through the Individual Support Plan process, including the full exploration of all service options.</p> <p>Describe how the amount of reserved capacity was determined:</p> <p>The amount of reserved capacity is based on the number of adults with ASD in ACAP that have requested to transfer to the AAW in 2014.</p> | Year 1  | 10 | Year 2 | 10 | Year 3 | 10 | Year 4 | 10 | Year 5 | 10 |  |
| Year 1 | 10             |                  |   |         |    |        |    |        |    |        |    |        |    |  |
| Year 2 | 10             |                  |   |         |    |        |    |        |    |        |    |        |    |  |
| Year 3 | 10             |                  |   |         |    |        |    |        |    |        |    |        |    |  |
| Year 4 | 10             |                  |   |         |    |        |    |        |    |        |    |        |    |  |
| Year 5 | 10             |                  |   |         |    |        |    |        |    |        |    |        |    |  |

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|     |   |   | Year 1   | 3 |         |
|     |   |   | Year 2   | 3 |         |
|     |   |   | Year 3   | 3 |         |
|     |   |   | Year 4   | 3 |         |
|     |   |   | Year 5   | 3 |         |
|     | B-3: Number of Individuals Served<br>f. Selection of Entrants to the Waiver | <p>Prioritization Criteria</p> <p>BAS prioritizes entry into the waiver based on four criteria: use of long-term support services; geographic distribution of capacity; a lottery that was held to help determine the order of application for requests for service during the first six weeks of the waiver; and the date and time of requests for service received after the first six weeks of the waiver.</p> <p>- Use of Long-Term Support Services</p> <p>Since the intent of the Adult Autism Waiver is to serve new individuals, BAS prioritizes entry as follows:</p> <p>Priority 1. People not receiving ongoing state funded or state and Federally funded long-term support services (e.g., Medicaid HCBS Waiver supports; ICF/ID; nursing facility; services in an Institution for Mental Disease; Community Residential Rehabilitation Services; services in a Long-Term Structured Residence; Residential Treatment Facility; and extended acute care for people with serious mental illness).</p> <p>-Priority 2. If waiver capacity remains, the waiver will serve people who do not meet Priority 1 criteria. Priority 2 individuals will only receive applications if waiver capacity remains available after all Priority 1 individuals across the Commonwealth have had their applications processed.</p> <p>- Geographic Distribution</p> | <p>Prioritization Criteria</p> <p>BAS prioritizes entry into the waiver based on four criteria: use of long-term support services; geographic distribution of capacity; a lottery that was held to help determine the order of application for requests for service during the first six weeks of the waiver; and the date and time of requests for service received after the first six weeks of the waiver.</p> <p>- Use of Long-Term Support Services</p> <p>Since the intent of the Adult Autism Waiver is to serve new individuals, BAS prioritizes entry as follows:</p> <p>Priority 1. People not receiving ongoing state funded or state and Federally funded long-term support services (e.g., Medicaid HCBS Waiver supports; ICF/ID; nursing facility; services in a state hospital; Community Residential Rehabilitation Services; services in a Long-Term Structured Residence; Residential Treatment Facility; and extended acute care for people with serious mental illness).</p> <p>-Priority 2. If waiver capacity remains, the waiver will serve people who do not meet Priority 1 criteria. Priority 2 individuals will only receive applications if waiver capacity remains available after all Priority 1 individuals across the Commonwealth have had their applications processed.</p> <p>- Geographic Distribution</p> <p>Within each priority group, BAS allocates waiver capacity on a regional basis to ensure access across the Commonwealth. Four regions are defined as follows:</p> |   |         |

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|     |                | <p>Within each priority group, BAS allocates waiver capacity on a regional basis to ensure access across the Commonwealth. Four regions are defined as follows:</p> <p>West: Allegheny, Armstrong, Beaver, Butler, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Venango, Warren, Washington, and Westmoreland Counties</p> <p>Central: Adams, Bedford, Blair, Cambria, Centre, Clinton, Columbia, Cumberland, Dauphin, Franklin, Fulton, Huntington, Juniata, Lancaster, Lebanon, Lycoming, Mifflin, Montour, Northumberland, Perry, Snyder, Somerset, Union, and York Counties</p> <p>Southeast: Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties</p> <p>Northeast: Berks, Bradford, Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, and Wyoming Counties</p> <p>BAS initially allocated capacity to each region based on the percentage of Pennsylvania’s population age 20 or older, according to the U.S. Census Bureau’s 2006 Current Population Estimates. The population of 20 and older was used because these data were easily available on the Census Bureau’s Web site. Once enrolled, participants may move anywhere in the Commonwealth and continue to be enrolled in the waiver.</p> <p>When BAS adds new capacity, it will add capacity to each region so that the total waiver capacity is allocated in proportion to Pennsylvania’s population age 21 or older in each region, according to the most recent version of the U.S. Census Bureau’s</p> | <p>West: Allegheny, Armstrong, Beaver, Butler, Cameron, Clarion, Clearfield, Crawford, Elk, Erie, Fayette, Forest, Greene, Indiana, Jefferson, Lawrence, McKean, Mercer, Potter, Venango, Warren, Washington, and Westmoreland Counties</p> <p>Central: Adams, Bedford, Blair, Cambria, Centre, Clinton, Columbia, Cumberland, Dauphin, Franklin, Fulton, Huntington, Juniata, Lancaster, Lebanon, Lycoming, Mifflin, Montour, Northumberland, Perry, Snyder, Somerset, Union, and York Counties</p> <p>Southeast: Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties</p> <p>Northeast: Berks, Bradford, Carbon, Lackawanna, Lehigh, Luzerne, Monroe, Northampton, Pike, Schuylkill, Sullivan, Susquehanna, Tioga, Wayne, and Wyoming Counties</p> <p><del>BAS initially allocated capacity to each region based on the percentage of Pennsylvania’s population age 20 or older, according to the U.S. Census Bureau’s 2006 Current Population Estimates. The population of 20 and older was used because these data were easily available on the Census Bureau’s Web site. Once enrolled, participants may move anywhere in the Commonwealth and continue to be enrolled in the waiver.</del></p> <p>When BAS adds new capacity, it will add capacity to each region so that the total waiver capacity is allocated in proportion to Pennsylvania’s population age 21 or older in each region, according to the most recent version of the U.S. Census Bureau’s Current Population Estimates. <del>The population of age 21 and older will be used in the future because data for this age group by county is now readily available from the U.S. Census Bureau.</del> <b>Once enrolled, participants may move anywhere in the Commonwealth and continue to be enrolled in the waiver.</b></p> <p>-Lottery for Requests for Service during the First Six Weeks</p> |         |

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|     |                | <p>Current Population Estimates. The population of age 21 and older will be used in the future because data for this age group by county is now readily available from the U.S. Census Bureau.</p> <p>-Lottery for Requests for Service during the First Six Weeks</p> <p>When the waiver began on July 1, 2008, the Commonwealth collected requests for services for a six-week period using the Intake Process described below. Then BAS randomly assigned a number to each Priority 1 individual for whom services were requested during the six-week period. Applications have been sent to all Priority 1 individuals who received a randomly assigned number. There are no Priority 1 individuals on the interest list for the Adult Autism Waiver from the initial six-week period.</p> <p>BAS also randomly assigned a number to each Priority 2 individual for whom services were requested during the six-week period. Priority 2 individuals who received a randomly assigned number remain on the interest list for the Adult Autism Waiver.</p> <p>-Date and Time of Requests for Service Received After the Initial Six-Week Period</p> <p>The Intake Process described below continues to be used. Within each priority group and region, BAS sends applications in chronological order based on the date and time BAS received a request for services.</p> <p>Intake Process</p> <p>Individuals can request services by calling the BAS publicized, toll-free telephone number and leaving a message; by completing the Information and Referral Tool (IRT) that is</p> | <p>When the waiver began on July 1, 2008, the Commonwealth collected requests for services for a six-week period using the Intake Process described below. Then BAS randomly assigned a number to each Priority 1 individual for whom services were requested during the six-week period. Applications have been sent to all Priority 1 individuals who received a randomly assigned number. There are no Priority 1 individuals on the interest list for the Adult Autism Waiver from the initial six-week period.</p> <p>BAS also randomly assigned a number to each Priority 2 individual for whom services were requested during the six-week period. Priority 2 individuals who received a randomly assigned number remain on the interest list for the Adult Autism Waiver.</p> <p>-Date and Time of Requests for Service Received After the Initial Six-Week Period</p> <p>The Intake Process described below continues to be used. Within each priority group and region, BAS sends applications in chronological order based on the date and time BAS received a request for services.</p> <p>Intake Process</p> <p>Individuals can request services by calling the BAS publicized, toll-free telephone number and leaving a message; by completing the Information and Referral Tool (IRT) that is available on-line; or by requesting to be contacted through an on-line site called COMPASS. The <del>IRT website that the IRT will be housed on</del> and COMPASS will also include the toll-free telephone number. The IRT and COMPASS will allow the person to enter their name and contact information into a form. When a person completes the form, the person's name and contact information will be emailed to BAS staff with a date and time stamp. If the person chooses to leave a message on the toll-free telephone number, the voice message system will also record the date and time stamp of the call. This date and time stamp will be used to determine the order in which the person is listed on the interest list.</p> |         |

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|     |                | <p>available on-line; or by requesting to be contacted through an on-line site called COMPASS. The website that the IRT will be housed on and COMPASS will also include the toll-free telephone number. The IRT and COMPASS will allow the person to enter their name and contact information into a form. When a person completes the form, the person's name and contact information will be emailed to BAS staff with a date and time stamp. If the person chooses to leave a message on the toll-free telephone number, the voice message system will also record the date and time stamp of the call. This date and time stamp will be used to determine the order in which the person is listed on the interest list.</p> <p>Using the information obtained through the telephone contact, the IRT, or COMPASS, BAS checks the Department's management information systems to identify whether the person is currently receiving on-going long-term support services in order to establish whether the person is a Priority 1 or Priority 2 individual. BAS also contacts the persons County Mental Health Agency to identify whether the person is currently receiving services in a Community Residential Rehabilitation Services; services in a Long-Term Structured Residence; Residential Treatment Facility; and extended acute care for people with serious mental illness</p> <p>BAS returns each contact request to verify the person's (and, if applicable, representative's) contact information. BAS prioritizes requests for services based on the criteria described in the Prioritization Criteria section above.</p> <p>When waiver capacity is available to a person, BAS sends the person and representative (if applicable) an application. BAS assists the person or representative if necessary to complete the application and the person or representative may call BAS for assistance. When the person and/or representative returns the</p> | <p>Using the information obtained through the telephone contact, the IRT, or COMPASS, BAS checks the Department's management information systems to identify whether the person is currently receiving on-going long-term support services in order to establish whether the person is a Priority 1 or Priority 2 individual. BAS also contacts the person's County Mental Health Agency to identify whether the person is currently receiving services in a Community Residential Rehabilitation Services; services in a Long-Term Structured Residence; Residential Treatment Facility; or extended acute care for people with serious mental illness</p> <p>BAS returns each contact request to verify the person's (and, if applicable, representative's) contact information. BAS prioritizes requests for services based on the criteria described in the Prioritization Criteria section above.</p> <p>When waiver capacity is available to a person and the person is over the age of 21, BAS will send the person and representative (if applicable) an application. <b>If waiver capacity is available and the person's age is between 18 and 21 years of age, BAS will wait until the person turns 21 years of age and waiver capacity is again available to send the person and representative (if applicable) an application.</b></p> <p>BAS assists the person or representative if necessary to complete the application and the person or representative may call BAS for assistance. When the person and/or representative returns the application, BAS staff, with assistance as necessary from the functional eligibility contractors described in Appendix A, determine whether the person meets the eligibility requirements specified in Appendix B-1. If BAS determines the person is not eligible for the waiver, BAS contacts the next person based on the criteria described in the Prioritization Criteria section above.</p> <p><b>Person identified in an Adult Protective Services (APS) investigation as needing long-term support:<br/>Referrals of individuals identified during an Adult Protective Services investigation as needing long-term supports will be made to the APS liaison, who is a BAS staff person. The APS liaison is responsible for coordinating the waiver enrollment process within BAS.</b></p> |         |

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|     |                | <p>application, BAS staff, with assistance as necessary from the functional eligibility contractors described in Appendix A, determine whether the person meets the eligibility requirements specified in Appendix B-1. If BAS determines the person is not eligible for the waiver, BAS contacts the next person based on the criteria described in the Prioritization Criteria section above.</p> <p>Interest List Procedure</p> <p>If the waiver capacity in a region is filled, individuals requesting services will be placed on an interest list until capacity is available. If waiver capacity becomes available in a region, Priority 1 individuals on the interest list in that region will receive applications in chronological order based on the date and time BAS received a request for waiver services.</p> <p>If waiver capacity remains available in a region after all Priority 1 requests from that region have been processed, BAS will apply the Unused Capacity Procedure.</p> <p>Unused Capacity Procedure</p> <p>If a region does not have enough Priority 1 applicants to use available waiver capacity, BAS will monitor the number of Priority 1 requests for services received in the next 90 calendar days. BAS will send applications to Priority 1 individuals who request services during this time in chronological order until the region's waiver capacity is used. If the region still has waiver capacity after 90 calendar days, BAS will reallocate unused capacity to regions where Priority 1 individuals are on an interest list. BAS will reallocate capacity to these regions in proportion to each region's population age 21 or older based on the most recently available version of the U.S. Census Bureau's Current Population Estimates.</p> | <p><b>People transferring from the Adult Community Autism Program (ACAP): BAS will coordinate the transfer of any individuals from ACAP to the waiver with the ACAP provider. BAS and the ACAP provider will work together to ensure that there is no interruption of services.</b></p> <p><b>Person ready for discharge to the community from a state hospital and in need of long-term support: BAS will consult with the Office of Mental Health and Substance Abuse Services (OMHSAS) to identify individuals who are ready for discharge from an Institution for Mental Disease and will coordinate any identified individual's enrollment in to the waiver. BAS and OMHSAS will work together to ensure that there is no interruption of services.</b></p> <p>Interest List Procedure</p> <p>If the waiver capacity in a region is filled, individuals requesting services will be placed on an interest list until capacity is available. If waiver capacity becomes available in a region, Priority 1 individuals on the interest list in that region will receive applications in chronological order based on the date and time BAS received a request for waiver services.</p> <p>If waiver capacity remains available in a region after all Priority 1 requests from that region have been processed, BAS will apply the Unused Capacity Procedure.</p> <p>Unused Capacity Procedure</p> <p>If a region does not have enough Priority 1 applicants to use available waiver capacity, BAS will monitor the number of Priority 1 requests for services received in the next 90 calendar days. BAS will send applications to Priority 1 individuals who request services during this time in chronological order until the region's waiver capacity is used. If the region still has waiver capacity after 90 calendar days, BAS will reallocate unused capacity to regions where Priority 1 individuals are on an interest list. BAS will reallocate capacity to these regions</p> |         |

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|     |                | <p>If waiver capacity remains available after all Priority 1 individuals have had their applications processed, BAS will return the remaining waiver capacity to the original region (i.e., the region that did not have enough Priority 1 individuals to use its capacity). BAS will first send applications to Priority 2 individuals in this region who requested services during the initial six-week period, in order of their randomly assigned number. If capacity remains available, BAS will send applications to Priority 2 individuals in this region who requested services after the six-week period, in chronological order. If the region still has waiver capacity after processing all requests from Priority 2 individuals in that region, BAS will reallocate unused capacity to regions where Priority 2 individuals are on an interest list. BAS first will send applications to Priority 2 individuals who requested services during the initial six-week period, in order of their randomly assigned number. BAS will then send applications to Priority 2 individuals who requested services after the six-week period, in chronological order.</p> <p>CHANGE IN PRIORITY STATUS</p> <p>If an individual changes priority status after their initial request for services, the person is reassigned to the new priority status as of the date their status changed. The person is enrolled in chronological order based on the date of their change in Priority status. For example, if a Priority 2 person disenrolls from another Medicaid HCBS waiver, that person would become a Priority 1 individual. The person would receive an application with other Priority 1 individuals. The date he or she disenrolled from the other waiver would be considered the date of requested services for purposes of receiving an application. If a Priority 1 person enrolls in another waiver, that person would become a Priority 2 individual. If applications are sent to Priority 2 individuals, the person would receive an application with other</p> | <p>in proportion to each region’s population age 21 or older based on the most recently available version of the U.S. Census Bureau’s Current Population Estimates.</p> <p>If waiver capacity remains available after all Priority 1 individuals have had their applications processed, BAS will return the remaining waiver capacity to the original region (i.e., the region that did not have enough Priority 1 individuals to use its capacity). BAS will first send applications to Priority 2 individuals in this region who requested services during the initial six-week period, in order of their randomly assigned number. If capacity remains available, BAS will send applications to Priority 2 individuals in this region who requested services after the six-week period, in chronological order. If the region still has waiver capacity after processing all requests from Priority 2 individuals in that region, BAS will reallocate unused capacity to regions where Priority 2 individuals are on an interest list. BAS first will send applications to Priority 2 individuals who requested services during the initial six-week period, in order of their randomly assigned number. BAS will then send applications to Priority 2 individuals who requested services after the six-week period, in chronological order.</p> <p>CHANGE IN PRIORITY STATUS</p> <p>If an individual changes priority status after their initial request for services, the person is reassigned to the new priority status as of the date their status changed. The person is enrolled in chronological order based on the date of their change in Priority status. For example, if a Priority 2 person disenrolls from another Medicaid HCBS waiver, that person would become a Priority 1 individual. The person would receive an application with other Priority 1 individuals. The date he or she disenrolled from the other waiver would be considered the date of requested services for purposes of receiving an application. If a Priority 1 person enrolls in another waiver, that person would become a Priority 2 individual. If applications are sent to Priority 2 individuals, the person would receive an application with other Priority 2 individuals. The date he or she enrolled in the other waiver would be considered the date of requested services for purposes of receiving an application.</p> |         |

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|     |  | Priority 2 individuals. The date he or she enrolled in the other waiver would be considered the date of requested services for purposes of receiving an application.   |   |         |
|     | B-6:<br>Evaluation/Reevaluation of Level of Care<br>c. Qualifications of Individuals Performing Initial Evaluation | Physicians must be licensed in Pennsylvania under PA Code Title 49, Chapter 17.<br><br>Qualified Intellectual Disabilities (QIDP) must meet one of the following three criteria:<br><br>1. A Master’s degree or above from an accredited college or university and one year of work experience working directly with persons with mental retardation;<br>2. A Bachelor’s degree from an accredited college or university and two year’s work experience working directly with persons with mental retardation; or<br>3. An Associate’s degree or 60 credit hours from an accredited college or university and four year’s work experience working directly with persons with mental retardation. | Physicians must be licensed in Pennsylvania under PA Code Title 49, Chapter 17.<br><br>Qualified Intellectual Disabilities <b>Professional</b> (QIDP) must meet one of the following three criteria:<br><br>1. A Master’s degree or above from an accredited college or university and one year of work experience working directly with persons with <del>mental retardation</del> <b>intellectual disabilities</b> ;<br>2. A Bachelor’s degree from an accredited college or university and two year’s work experience working directly with persons with <del>mental retardation</del> <b>intellectual disabilities</b> ; or<br>3. An Associate’s degree or 60 credit hours from an accredited college or university and four year’s work experience working directly with persons with <del>mental retardation</del> <b>intellectual disabilities</b> .                             |         |
|     | B-6:<br>Evaluation/Reevaluation of Level of Care<br>d. Level of Care Criteria.                                     | ICF/ID criteria:<br>The ICF/ID level of care shall be indicated only when the applicant or recipient:<br>(1) Requires active treatment.<br>(2) Has a diagnosis of mental retardation.<br>(3) Has been recommended for an ICF/ID level of care based on a medical evaluation.<br>A diagnosis of intellectual disabilities is documented by meeting the following requirements:<br>(1) A licensed psychologist, certified school psychologist or a licensed physician who practices psychiatry shall certify that the applicant or recipient has significantly sub-average intellectual functioning which is documented by one of the following:   | ICF/ID criteria:<br>The ICF/ID level of care shall be indicated only when the applicant or recipient:<br>(1) Requires active treatment.<br>(2) Has a diagnosis of <del>mental retardation</del> <b>an intellectual disability</b> .<br>(3) Has been recommended for an ICF/ID level of care based on a medical evaluation.<br><br>A diagnosis of <del>an intellectual disabilities</del> <b>an intellectual disability</b> is documented by meeting the following requirements:<br>(1) A licensed psychologist, certified school psychologist or a licensed physician who practices psychiatry shall certify that the applicant or recipient has significantly sub-average intellectual functioning which is documented by one of the following:<br>(i) Performance that is more than two standard deviations below the mean as measurable on a standardized general intelligence test. |         |

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|     |                | <p>(i) Performance that is more than two standard deviations below the mean as measurable on a standardized general intelligence test.</p> <p>(ii) Performance that is slightly higher than two standard deviations below the mean of a standardized general intelligence test during a period when the person manifests serious impairments of adaptive behavior.</p> <p>(2) A qualified intellectual disabilities professional as defined in 42 CFR 483.430 (relating to condition of participation: facility staffing) shall certify that the applicant or recipient has impairments in adaptive behavior as provided by a standardized assessment of adaptive functioning which shows that the applicant or recipient has one of the following:</p> <p>(i) Significant limitations in meeting the standards of maturation, learning, personal independence or social responsibility of his age and cultural group.</p> <p>(ii) Substantial functional limitation in three or more of the following areas of major life activity:</p> <p>(A) Self-care.</p> <p>(B) Receptive and expressive language.</p> <p>(C) Learning.</p> <p>(D) Mobility.</p> <p>(E) Self-direction.</p> <p>(F) Capacity for independent living.</p> <p>(G) Economic self-sufficiency.</p> <p>(3) It has been certified that documentation to substantiate that the applicant's or recipient's conditions were manifest before the applicant's or recipient's 22nd birthday, as established in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C.A. § 6001).</p> | <p>(ii) Performance that is slightly higher than two standard deviations below the mean of a standardized general intelligence test during a period when the person manifests serious impairments of adaptive behavior.</p> <p>(2) A qualified intellectual disabilities professional as defined in 42 CFR 483.430 (relating to condition of participation: facility staffing) shall certify that the applicant or recipient has impairments in adaptive behavior as provided by a standardized assessment of adaptive functioning which shows that the applicant or recipient has one of the following:</p> <p>(i) Significant limitations in meeting the standards of maturation, learning, personal independence or social responsibility of his age and cultural group.</p> <p>(ii) Substantial functional limitation in three or more of the following areas of major life activity:</p> <p>(A) Self-care.</p> <p>(B) Receptive and expressive language.</p> <p>(C) Learning.</p> <p>(D) Mobility.</p> <p>(E) Self-direction.</p> <p>(F) Capacity for independent living.</p> <p>(G) Economic self-sufficiency.</p> <p>(3) It has been certified that documentation to substantiate that the applicant's or recipient's conditions were manifest before the applicant's or recipient's 22nd birthday, as established in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C.A. § 6001).</p> <p>ICF/ORC criteria:</p> <p>The ICF/ORC level of care shall be indicated only when the applicant or recipient:</p> <p>(1) Requires active treatment.</p> <p>(2) Has a diagnosis of another related condition.</p> <p>(3) Has been recommended for an ICF/ORC level of care based on a medical evaluation.</p> <p>Another related condition is defined as a severe disability, such as cerebral palsy, spina bifida, epilepsy or other similar condition manifest prior to age 22</p> |         |

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|     |   | <p>ICF/ORC criteria:<br/>                     The ICF/ORC level of care shall be indicated only when the applicant or recipient:</p> <ul style="list-style-type: none"> <li>(1) Requires active treatment.</li> <li>(2) Has a diagnosis of an other related condition.</li> <li>(3) Has been recommended for an ICF/ORC level of care based on a medical evaluation.</li> </ul> <p>An other related condition is defined as a severe disability, such as cerebral palsy, spina bifida, epilepsy or other similar condition manifest prior to age 22 that results in substantial limitations in at least three of the following six activities of daily living:</p> <ul style="list-style-type: none"> <li>_ self-care,</li> <li>_ receptive and expressive language</li> <li>_ learning,</li> <li>_ mobility,</li> <li>_ self direction and/or</li> <li>_ capacity for independent living</li> </ul> <p>The Medical Evaluation form MA 51 is used to determine level of care</p> | <p>that results in substantial limitations in at least three of the following six activities of daily living:</p> <ul style="list-style-type: none"> <li>_ self-care,</li> <li>_ receptive and expressive language</li> <li>_ learning,</li> <li>_ mobility,</li> <li>_ self direction and/or</li> <li>_ capacity for independent living</li> </ul> <p>The Medical Evaluation form (MA 51) is used to determine level of care</p>   |         |
|     | <p>Quality Improvement :<br/>                     a. Methods for Discovery: Level of Care Assurance/Sub-assurances<br/>                     ii.</p> | <p>To verify the accuracy of information in the call log used for the performance measure in a.i.a., BAS reviews paper records of level of care for a sample of initial level of care determinations. The sample will be sufficient to obtain a 90% confidence level with a 10% margin of error. For each level of care assessment reviewed, BAS compares the date of assessment in the call log to the date listed on the paper record and to the level of care determination date in HCSIS. BAS also checks the individual's application to ensure the call log is accurate regarding the date the application was received. To verify the accuracy of</p>   | <p>To verify the accuracy of information in the <del>call log</del> <b>Participant Tracking Database</b> used for the performance measure in a.i.a., BAS reviews paper records of level of care for a sample of initial level of care determinations. The sample will be sufficient to obtain a 90% confidence level with a 10% margin of error. For each level of care assessment reviewed, BAS compares the date of assessment in the <del>call log</del> <b>Participant Tracking Database</b> to the date listed on the paper record and to the level of care determination date in HCSIS. BAS also checks the individual's application to ensure the <del>call log</del> <b>Participant Tracking Database</b> is accurate regarding the date the application was received. To verify the accuracy of information in HCSIS used for the performance measure in</p> |         |

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|  |                | information in HCSIS used for the performance measure in a.i.b., every six months, BAS reviews paper files to verify that the dates of the current and previous level of care determinations for a sample of participants match the dates in HCSIS. The sample will be sufficient to obtain a 90% confidence level with a 10% margin of error.  | a.i.b., every six months, BAS reviews paper files to verify that the dates of the current and previous level of care determinations for a sample of participants match the dates in HCSIS. The sample will be sufficient to obtain a 90% confidence level with a 10% margin of error.  |         |
| <b>Appendix C</b>                                |                |   |  |         |
| <b>Service Definition – Assistive Technology</b> |                |   |  |         |
|  |                | <p>Service Definition:</p> <p>An item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is used to increase, maintain, or improve a participant’s communication, self-help, self-direction, and adaptive capabilities. This service also includes items necessary for life support and durable and non-durable medical equipment not available under the Medicaid state plan.</p> <p>Assistive technology service includes activities that directly support a participant in the selection, acquisition, or use of an assistive technology device, limited to:</p> <ul style="list-style-type: none"> <li>A. Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices for participants;</li> <li>B. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;</li> <li>C. Coordination and use of necessary interventions or services with assistive technology devices, such as interventions or services associated with other services in the ISP;</li> <li>D. Training or technical assistance for the participant, or, where appropriate, the participant’s family members, guardian, advocate, authorized representative, or other informal support on how to use and/or care for the assistive technology;</li> <li>E. Training or technical assistance for professionals or other</li> </ul> | <p>Service Definition:</p> <p>An item, piece of equipment, or product system, whether acquired commercially, modified, or customized, that is necessary to increase, maintain, or improve a participant’s communication, self-help, self-direction, and adaptive capabilities. Assistive Technology also includes items necessary for life support and durable and non-durable medical equipment not available under the Medicaid state plan.</p> <p>Assistive technology service includes activities that directly support a participant in the selection, acquisition, or use of an assistive technology device, limited to:</p> <ul style="list-style-type: none"> <li>A. Purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices for participants;</li> <li>B. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices;</li> <li>C. Coordination and use of necessary interventions or services with assistive technology devices, such as interventions or services associated with other services in the ISP;</li> <li>D. Training or technical assistance for the participant, or, where appropriate, the participant’s family members, guardian, advocate, authorized representative, or other informal support on how to use and/or care for the Assistive Technology;</li> <li>E. Training or technical assistance for professionals or other individuals who provide services to the participant on how to use and/or care for the assistive</li> </ul> |         |

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|     |                | <p>individuals who provide services to the participant on how to use and/or care for the assistive technology;<br/>                     F. Extended warranties; and<br/>                     G. Ancillary supplies and equipment necessary to the proper functioning of assistive technology devices, such as replacement batteries.</p> <p>All items shall meet the applicable standards of manufacture, design, and installation. Items shall be specific to a participant’s individual needs and not be approved to benefit the public at large, staff, significant others, or family members. Items reimbursed with waiver funds shall not duplicate items covered under the Medicaid State Plan. If the participant receives Behavioral Specialist Services, Assistive Technology must be consistent with the participant’s behavioral support plan and crisis intervention plan.</p> <p>Assistive technology devices costing \$500 or more must be recommended by an independent evaluation of the participant’s assistive technology needs, including a functional evaluation of the impact of the provision of appropriate assistive technology and appropriate services to the participant on the customary environment of the participant. This service does not include the independent evaluation. Depending on the type of assistive technology, the evaluation may be conducted by an occupational therapist; a speech, hearing, and language therapist; a behavioral specialist; or another professional as approved in the ISP. Supports Coordinators may also recommend to BAS generalized assistive technology for the participant based on evaluation of participant request and documentation of need. The organization or professional providing the evaluation shall not be a related party to the assistive technology provider.</p> <p>Specify applicable (if any) limits on the amount, frequency, or</p> | <p>technology;<br/>                     F. Extended warranties;<br/>                     G. Ancillary supplies and equipment necessary to the proper functioning of assistive technology devices, such as replacement batteries; <b>and</b><br/> <b>H. Independent evaluation as required for this service, if not available through the State Plan, other waiver services, or private insurance.</b></p> <p>All items shall meet the applicable standards of manufacture, design, and installation. <del>Items shall be specific to a participant’s individual needs and not be approved to benefit the public at large, staff, significant others, or family members. Items reimbursed with waiver funds shall not duplicate items covered under the Medicaid State Plan.</del> If the participant receives Behavioral Specialist Services <b>Specialized Skill Development</b>, Assistive Technology must be consistent with the participant’s behavioral support plan, and crisis intervention plan, <b>and/or systematic skill building plan.</b></p> <p>Assistive technology devices costing \$500 or more must be recommended by an independent evaluation of the participant’s assistive technology needs, including a functional evaluation of the impact of the provision of appropriate assistive technology and appropriate services to the participant on the customary environment of the participant.</p> <p><del>This service does not include the independent evaluation. Depending on the type of assistive technology, the evaluation may be conducted by an occupational therapist; a speech, hearing, and language therapist; a behavioral specialist; or another professional as approved in the ISP. Supports Coordinators may also recommend to BAS generalized assistive technology for the participant based on evaluation of participant request and documentation of need. The organization or professional providing the evaluation shall not be a related party to the Assistive Technology provider.</del> <b>The independent evaluation must be conducted by a licensed physical therapist, occupational therapist, speech/language pathologist or a certified Assistive Technology professional as recognized by the Pennsylvania Initiative on Assistive Technology at the Institute on Disability at Temple University. The independent evaluator must be familiar with the specific type of technology being sought and may not be a</b></p> |         |

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|     |                | <p>duration of this service:</p> <p>The amount of this service is limited to \$10,000 for the participant’s lifetime. This amount includes up to \$1,000 per year for replacement parts and repair, with the year starting on the ISP authorization date. The experience in the State has shown this limit to be sufficient to meet the needs of persons with ASD. In the event that an individual would require assistive technology beyond the above the limits in order to assure health and welfare, the Supports Coordinator based on the appropriate professional assessment and documentation of need, will convene an ISP meeting of the participant, and other team members to explore alternative resources to meet the participant’s health and welfare as outlined in Appendix D</p> <p>Provider Specifications:</p> <p>-Independent Vendor<br/>License (specify): Trade appropriate.<br/>Other Standard (specify): Providers shall meet the applicable standards of manufacture, design, and installation for the items they provide under the waiver.</p> <p>-Durable Medical Equipment Suppliers<br/>Other Standard (specify): Suppliers of medical equipment and supplies must meet the requirements for Medicaid State Plan medical supplies providers specified in 55 PA Code Chapter 1123.</p> <p>-Service Agency<br/>Other Standard (specify): Agencies providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Agencies that meet the standards for Supports Coordination or Community Inclusion may subcontract with providers of assistive technology as an Organized Health Care Delivery System as</p> | <p><b>related party to the Assistive Technology provider.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p><del>The amount of this service is limited to</del> <b>Maximum amount for this service is \$10,000 for the over a</b> participant’s lifetime.</p> <p><del>This amount includes up to \$1,000 per year for replacement parts and repair, with the year starting on the ISP authorization date. The experience in the State has shown this limit to be sufficient to meet the needs of persons with ASD. In the event that an individual would require assistive technology beyond the above the limits in order to assure health and welfare, the Supports Coordinator based on the appropriate professional assessment and documentation of need, will convene an ISP meeting of the participant, and other team members to explore alternative resources to meet the participants health and welfare as outlined in Appendix D</del></p> <p><b>All items, pieces of equipment, or product systems must be used to meet a specific need of a participant. Items that are not of direct medical or remedial benefit to the participant are excluded. Items designed for general use are covered only if they meet a participant’s needs and are for the exclusive use of, or on behalf of, the participant. Assistive technology services will not be provided through the waiver if they can be provided through the State Plan, Medicare and/or private insurance plans until any limitation has been reached and assistive technology services cannot duplicate items covered under the State Plan.</b></p> <p>Provider Specifications:</p> <p>-Independent Vendor<br/>License (specify): Trade appropriate.<br/>Other Standard (specify): Providers shall meet the applicable standards of manufacture, design, and installation for the items they provide under the waiver.</p> |         |

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|  |                | <p>specified in Appendix I-3-g-ii.<br/>                     Providers shall meet the applicable standards of manufacture, design, and installation for the items they provide under the waiver.</p>  | <p>-Durable Medical Equipment Suppliers<br/>                     Other Standard (specify): Suppliers of medical equipment and supplies must meet the requirements for Medicaid State Plan medical supplies providers specified in 55 PA Code Chapter 1123.</p> <p>-Service Agency<br/>                     Other Standard (specify): Providers of waiver services will have a signed Medical Assistance Provider Agreement, <b>signed Adult Autism Waiver Supplemental Provider Agreement, and have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/>                     Providers that meet the standards for Supports Coordination or <del>Community Inclusion</del> <b>Specialized Skill Development</b> may subcontract with providers of assistive technology as an Organized Health Care Delivery System as specified in Appendix I-3-g-ii.<br/>                     Providers shall meet the applicable standards of manufacture, design, and installation for the items they provide under the waiver. <b>Suppliers of medical equipment and supplies must meet the requirements for medical supplies providers specified in applicable State regulation.</b><br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b></p> |         |
| <b>Service Definition – Behavioral Specialist Services</b> |                |  |   |         |
|  |                | <p>Service Definition:</p> <p>This service provides specialized behavioral support for individuals who may demonstrate behavioral challenges because of limited social skills, limited communication skills, or impaired sensory systems. Behavioral Specialist Services provide specialized interventions that assist a participant to increase adaptive behaviors to replace or modify challenging behaviors of a disruptive or destructive nature that prevent or interfere with the participant's inclusion in home and family life or community life. Supports and interventions focus on positive behavior</p> | <p>Service Definition: <b>Specialized Skill Development</b></p> <p><b>Specialized Skill Development (SSD) is used to address challenges participants may have because of limited social skills, perseverative behaviors, rigid thinking, difficulty interpreting cues in the natural environment, limited communication skills, impaired sensory systems, or other reasons.</b></p> <p><b>SSD uses specialized interventions to increase adaptive skills for greater independence, enhance community participation, increase self-sufficiency and replace or modify challenging behaviors. The intent of SSD is also to reduce the need for direct personal assistance by improving the participant's capacity</b></p>  |         |

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|     |                | <p>strategies incorporating a proactive understanding of behavior, rather than aversive or punishment strategies. The service includes both the development of an initial behavioral support plan by the Behavioral Specialist and ongoing behavioral supports as follows:</p> <p>1. Initial Plan Development:</p> <p>The Behavioral Specialist Provider:</p> <ul style="list-style-type: none"> <li>• Conducts a Functional Behavioral Assessment (FBA) of behavior and its causes, and an analysis of assessment findings of the behavior(s) to be targeted so that an appropriate behavioral support plan may be designed;</li> <li>• Develops an individualized, comprehensive behavioral support plan – a set of interventions to be used by people coming into contact with the participant to increase and improve the participant’s adaptive behaviors – consistent with the outcomes identified in the participant's ISP.</li> <li>• Develops a crisis intervention plan that will identify how crisis intervention support will be available to the participant, how the Supports Coordinator and other appropriate waiver service providers will be kept informed of the precursors of the participant’s challenging behavior, and the procedures/interventions that are most effective to deescalate the challenging behaviors.</li> </ul> <p>2. Ongoing Support: Upon completion of the initial plan, the Behavioral Specialist Provider provides direct and consultative supports.</p> <p>2a. Direct supports include:</p> <ul style="list-style-type: none"> <li>• Training of and consultation with the participant in the purpose, objectives, methods, and documentation of the behavioral support plan or revisions of the plan</li> <li>• Training of and consultation with family members, friends,</li> </ul> | <p><b>to perform tasks independently.</b></p> <p><b>Supports focus on positive behavior strategies that incorporate a proactive understanding of behavior and skill-building, not aversive or punishment strategies.</b></p> <p><b>Services are based on individually-tailored plans developed by people with expertise in behavioral supports and independent living skills development. SSD is provided primarily in private homes and in unlicensed, community-based settings.</b></p> <p><b>Three levels of support are included:</b></p> <p><b>A. Behavioral Specialist services (BSS)</b><br/> <del>This service BSS provides specialized behavioral support for individuals who may demonstrate behavioral challenges because of limited social skills, limited communication skills, or impaired sensory systems. Behavioral Specialist Services provide specialized interventions that assist a participant to increase adaptive behaviors to</del> <b>replace or</b> <del>modify challenging behaviors of a disruptive or destructive nature that prevent or interfere with</del> <b>the participant’s</b> <del>inclusion in home and family life or community life. Supports and interventions focus on positive behavior strategies incorporating a proactive understanding of behavior, rather than aversive or punishment strategies.</del> <b>The BSS promotes consistent implementation of the Behavioral Support Plan (BSP) and Crisis Intervention Plan (CIP) across environments and across people with regular contact with the participant, such as family, friends, neighbors and other providers. Consistency is essential to skill development and reduction of problematic behavior.</b></p> <p><del>This service BSS includes both the development of an initial BSP by the Behavioral Specialist and ongoing behavioral supports as follows:</del></p> <p>1. Initial BSP Development:</p> <p>The Behavioral Specialist Provider:</p> |         |

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|     |                | <p>waiver providers and other support providers in the purpose, objectives, methods, and documentation of the behavioral support plan or revisions of the plan with the participant present; and</p> <ul style="list-style-type: none"> <li>• Crisis intervention supports provided directly to the participant in response to a behavioral episode manifesting itself by acute symptoms of sufficient severity such that a prudent layperson, who possesses an average knowledge of behavioral health and medicine, could reasonably expect the absence of immediate intervention to result in placing the participant and/or the persons around them in serious jeopardy including imminent risk of institutionalization or place the participant in imminent risk of incarceration or result in the imminent damage to valuable property by the participant.</li> </ul> <p>2b. Consultative supports include:</p> <ul style="list-style-type: none"> <li>• Training of and consultation with family members, friends, waiver providers and other support providers in the purpose, objectives, methods, and documentation of the behavioral support plan or revisions of the plan without the participant present. Upon completion of initial plan development, Behavioral Specialist Services providers must meet with the participant, family members, the Supports Coordinator, and other providers to explain the behavioral support plan and the crisis intervention plan, to ensure all parties understand the plans;</li> <li>• Monitoring and analyzing data collected during the behavioral support plan implementation based on the goals of the behavioral support plan;</li> <li>• If necessary, modification of the behavioral support plan, possibly including a new FBA, based on data analysis of the plans implementation; and</li> <li>• Crisis intervention supports provided to informal or formal caregivers in response to a behavioral episode manifesting itself by acute symptoms of sufficient severity such that a prudent</li> </ul> | <ul style="list-style-type: none"> <li>• Conducts a Functional Behavior Assessment (FBA) of behavior and its causes, and an analysis of assessment findings of the behavior(s) to be targeted so that an appropriate BSP may be designed;</li> <li>• Develops an individualized, comprehensive BSP – a set of interventions to be used by people coming into contact with the participant to increase and improve the participant’s adaptive behaviors—<del>consistent with the outcomes identified in the participant’s ISP</del>—<b>within 60 days of the start date of the BSS.</b></li> <li>• Develops a CIP that will identify how crisis intervention support will be available to the participant, how the Supports Coordinator (SC) and other appropriate waiver service providers will be kept informed of the precursors of the participant’s challenging behavior, and the procedures/interventions that are most effective to deescalate the challenging behaviors.</li> <li>•<b>Enters the BSP and the CIP into HCSIS.</b></li> <li>•<b>Upon completion of plan development, meets with the participant, family members, SC, other providers, and employers to explain the BSP and the CIP to ensure all parties understand the plans.</b></li> <li>• <b>The BSP justifies necessary levels of BSS. BAS reviews the amount of direct and consultative service requested before authorization to ensure it is appropriate given the needs identified.</b></li> </ul> <p>2. Ongoing Support: <del>Upon completion of the initial plan, the Behavioral Specialist provider</del> <b>Ongoing support can occur both before and after the completion of the BSP. If the participant needs behavioral support before the BSP and CIP are developed, the SC may submit a request to BAS for ongoing support to be provided during plan development. Upon completion of the initial BSP, the Behavioral Specialist provides direct and consultative supports.</b></p> <p>2a. Direct supports include:</p> <ul style="list-style-type: none"> <li>• <del>Training</del> <b>Support</b> of and consultation with the participant <del>in the</del> <b>to help them understand</b> the purpose, objectives, methods, and documentation of the BSP, <del>or revisions of the plan</del> <b>evaluate the effectiveness of the BSP and review recommended revisions;</b></li> <li>• <del>Training of and consultation with family members, friends, waiver providers and other support providers in the purpose, objectives, methods, and documentation of the behavioral support plan or revisions of the plan with the</del></li> </ul> |         |

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|     |                | <p>layperson, who possesses an average knowledge of behavioral health and medicine, could reasonably expect the absence of immediate intervention to result in placing the participant and/or the persons around them in serious jeopardy including imminent risk of institutionalization or place the participant in imminent risk of incarceration or result in the imminent damage to valuable property by the participant.</p> <p>The Behavioral Specialist Services provider must have a Behavioral Specialist available for crisis intervention support 24-hours a day, 7 days a week. The Behavioral Specialist on call for crisis response and the Supports Coordinator must have access to the persons crisis intervention plan.</p> <p>The Supports Coordinator is responsible for ensuring that the participant’s behavior support plan and crisis intervention plan are consistent with the participant’s ISP, and will reconvene the planning team if there are any discrepancies. The Behavioral Specialist Services provider must notify the Supports Coordinator of any changes to the behavioral support plan or crisis intervention plan, and must update the Supports Coordinator on at least a monthly basis regarding the participant’s progress toward the goals for this service.</p> <p>Behavioral Specialist Services are specific services necessary to address behavioral challenges resulting from ASD. Behavioral Specialist Services do not duplicate mental health services to treat mental illness that Medical Assistance provides through a 1915(b) waiver (Behavioral Health Choices).</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Provider Specifications:</p> | <p><del>participant present; and</del></p> <ul style="list-style-type: none"> <li>• Crisis intervention supports provided directly to the participant in response to a behavioral episode <del>manifesting itself by</del> <b>that manifests with</b> acute symptoms of sufficient severity such that a prudent layperson <del>who possesses an average knowledge of behavioral health and medicine,</del> could reasonably expect that the absence of immediate intervention will result in placing the participant and/or the persons around the participant in serious jeopardy including imminent risk of institutionalization or place the participant at imminent risk of incarceration or result in the imminent damage to valuable property by the participant.</li> </ul> <p>2b. Consultative supports include:</p> <ul style="list-style-type: none"> <li>• <b>Training Support of and consultation with family members, friends, waiver providers and other support providers in the purpose, objectives, methods, and documentation of the behavioral support plan or revisions of the plan without the participant present. Upon completion of initial plan development, Behavioral Specialist Services providers must meet with the participant, family members, the Supports Coordinator, and other providers to explain the behavioral support plan and the crisis intervention plan, to ensure all parties understand the plans; family members, friends, waiver providers, other support providers, and employers to help them understand the purpose, objectives, methods of implementation, and how progress of the BSP is collected and documented and to understand any revisions that have been made to the plan which have previously been agreed upon with the participant;</b></li> <li>• Monitoring and analyzing data collected during the BSP implementation based on the goals of the BSP;</li> <li>• If necessary, modification of the BSP <b>or the CIP</b>, possibly including a new FBA, based on data analysis of the plans implementation; and</li> <li>• Crisis intervention supports provided to informal or formal caregivers in response to a behavioral episode that manifests with acute symptoms of sufficient severity such that a prudent layperson, <del>who possesses an average knowledge of behavioral health and medicine,</del> could reasonably expect that the absence of immediate intervention will result in placing the participant and/or the persons around the participant in serious jeopardy including imminent risk of institutionalization or place the participant at imminent risk of incarceration</li> </ul> |         |

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|     |                | <p>- Behavioral Specialist Services Agency<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement<br/>Behavioral Specialists providing this service must:</p> <ul style="list-style-type: none"> <li>•Have at least a Master’s Degree in Social Work, Psychology, Education, or a related human services field</li> <li>•Complete training in conducting and using an Functional Behavioral Assessment (FBA) and in positive behavioral support. The training must be provided by either the BAS or by an accredited college or university. If this training was not provided by the BAS, BAS must review and approve the course description.</li> <li>•Complete required training developed by the BAS regarding Behavioral Specialist Services for people with ASD.</li> </ul> | <p>or result in the imminent damage to valuable property by the participant.</p> <p><del>The Behavioral Specialist Services provider must have a</del> <b>The SSD provider must have a Behavioral Specialist</b> available for crisis intervention support 24-hours a day, 7 days a week. The Behavioral Specialist on call for crisis response and the SC must have access to the participant’s CIP.</p> <p>The SC is responsible for ensuring that the participant’s BSP and CIP are consistent with the participant’s ISP, and will reconvene the planning team if there are any discrepancies. <del>The Behavioral Specialist Services provider must notify the Supports Coordinator of any changes to the behavioral support plan or crisis intervention plan, and must update the Supports Coordinator on at least a monthly basis regarding the participant’s progress toward the goals for this service.</del> <b>When a BSP or CIP is revised, the Behavioral Specialist must update the BSP and CIP in HCSIS and notify the participant and representative, if applicable, the SC, and all providers responsible for implementing the plan of the changes that were made to the BSP or CIP.</b></p> <p><del>Behavioral Specialist Services are specific services necessary to address behavioral challenges resulting from ASD. Behavioral Specialist Services do not duplicate mental health services to treat mental illness that Medical Assistance provides through a 1915(b) waiver (Behavioral Health Choices).</del></p> <p><b>Travel time may not be billed by the provider as a discrete unit of this service.</b></p> <p><b>B. Systematic Skill Building (SSB)</b><br/>SSB uses evidence-based methods to help the participant acquire skills that promote independence and integration into the community, which are not behavioral in focus. While SSB develops a Skill Building Plan (SBP) based on the participant’s goals, the person providing SSB is not the primary implementer of that Plan. People who provide other supports such as Community Support, Supported Employment, Day Habilitation or Residential Habilitation are primarily responsible for implementation of the SBP. Other people with regular contact with the participant—such as family, friends, neighbors and employers--may also implement the SBP to ensure consistent</p> |         |

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|     |                |                  | <p>application of the approach determined most effective for that participant’s skill acquisition. Aligning paid and natural supports in using the same SBP also promotes generalization of skills across different environments, often a challenge for individuals with ASD. Possible skills include how to cook or use public transportation.</p> <p><b>1. SBP Development</b></p> <p><b>The SSB Provider:</b></p> <ul style="list-style-type: none"> <li>• Conducts an evaluation of the participant’s abilities and learning style that is related to goals in the ISP. The evaluation may include the participant’s history with skill acquisition as well as identification of the participant’s baseline skills.</li> <li>• Within 60 days of the start date of SSB, a SBP must be developed to address objectives that are aligned with the goals of SSB. The SBP should be informed by Applied Behavior Analysis and use techniques such as backward and forward chaining, prompting, fading, generalization and maintenance to develop adaptive skills and promote consistency of instructional methods across environments. The SBP includes benchmarks for assessing progress. A participant’s SBP may address multiple skills, as appropriate to address different goals or objectives.</li> <li>• The SBP justifies necessary levels of SSB services. BAS reviews the amount of direct and consultative service requested before authorization to ensure it is appropriate given the needs identified.</li> </ul> <p>Upon completion of the initial SBP, meets with the participant, family, SC, and other providers to explain the SBP to ensure all parties understand the plan, how to implement it, how to collect necessary data for evaluating effectiveness, and the importance of its consistent application.</p> <p><b>2. Ongoing Support:</b> Upon completion of the initial SBP, the SSB provider provides direct and consultative supports.</p> <p><b>2a. Direct supports include:</b></p> <ul style="list-style-type: none"> <li>• Support of and consultation with the participant to help them understand</li> </ul> |         |

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|     |                |                  | <p>the purpose, objectives, methods, and documentation of the SBP and review recommended revisions;</p> <ul style="list-style-type: none"> <li>• Direct interaction or observation of the participant to evaluate progress and the need to revise the SBP or its objectives.</li> </ul> <p><b>2b. Consultative supports include:</b></p> <ul style="list-style-type: none"> <li>• Support of family members, friends, waiver providers, other support providers, and employers to help them understand the purpose, objectives, methods, and documentation of the SBP and to understand any revisions that have been made to the plan which have previously been agreed upon with the participant;</li> <li>• Monitoring and analyzing data collected during implementation of the SBP based on the goals of the SBP;</li> <li>• Modifying and revising the SBP.</li> </ul> <p>Travel time may not be billed by the provider as a discrete unit of this service.</p> <p><b>C. Community Support</b></p> <p>Community Support assists participants in acquiring, retaining, and improving communication, socialization, self-direction, self-help, and other adaptive skills necessary to reside in the community. Community Support facilitates social interaction; use of natural supports and typical community services available to all people; and participation in education and volunteer activities.</p> <p>Community Support includes activities that improve capacity to perform activities of daily living (i.e., bathing, dressing, eating, mobility, and using the toilet) and instrumental activities of daily living (i.e., communication, survival skills, cooking, housework, shopping, money management, time management, and use of transportation). Community Support may include personal assistance in completing activities of daily living and instrumental activities of daily living as an incidental component .</p> <p>Community Support must be necessary to achieve the expected goals and objectives identified in the participant’s ISP. It may include implementation</p> |         |

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|     |                |                  | <p>of the BSP, the CIP and/or the SBP and collecting and recording the data necessary in order to evaluate progress and the need for revisions to the plan(s).</p> <p>Community Support may be provided at three staffing levels, each with a different rate: one direct support professional to one participant, one direct support professional to two participants and one direct support professional to three participants. The lower staffing level options should be used to allow flexibility in the level of support at times when two or three participants who share the same SSD/Community Support provider are engaged in the same activity. The staffing level is determined by the participant's need for support. One to one support is still available at those times when the participant's needs warrant it, or if the group activity is with participants using different providers.</p> <p>Transporting participants may be billed by the provider as a discrete unit only when the participant is in the vehicle and the travel is integral to the delivery of the service.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Behavioral Specialist, Specialized Skill Building, and Community Support may be furnished in a participant's home and at other community locations, such as libraries or stores.</p> <p>Total combined hours for Community Support, Day Habilitation, Supported Employment (Intensive Job Coaching, Direct and Extended Employment Supports, Direct) and Transitional Work Services are limited to 50 hours in a calendar week. Exceptions to this limit may be considered based upon a needs assessment and require prior authorization by the BAS consistent with BAS policy.</p> <p>Community Support may not be provided at the same time that quarter hourly-reimbursed Respite, Day Habilitation, Transitional Work Services, or</p> |         |

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|     |                |                  | <p><b>Supported Employment services (when provided directly to the participant) are provided.</b></p> <p><b>A participant who is receiving Residential Habilitation services in a Community Home where that participant is the only person receiving services in that home may not also receive Specialized Skill Development/Community Support on the same day the participant is receiving Residential Habilitation (Community Home) consistent with BAS policy.</b></p> <p>Provider Specifications:</p> <p><del>- Behavioral Specialist Services Agency</del> <b>Specialized Skill Development Services Agency</b></p> <p>Other Standard (specify):<br/> <b>The Specialized Skill Development Agency must:</b><br/> <del>Agencies Providing Waiver services will</del> Have a signed Medical Assistance Provider Agreement;<br/> <b>Have a signed Adult Autism Waiver Supplemental Provider Agreement;</b><br/> <b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania;</b><br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p><del>Providers of Behavioral Specialist services providing this service must:</del><br/> <b>• Have least a Master’s Degree in Social Work, Psychology, Education, or a human services field A Pennsylvania Behavior Specialist License OR</b><br/> <b>A Master’s Degree in Social Work, Psychology, Education, or Applied Behavior Analysis OR</b><br/> <b>A Master’s Degree with 50% or more coursework in Applied Behavior Analysis OR</b><br/> <b>A Master’s Degree in a human services field related to Social Work, Psychology or Education (and is housed in the institution’s Department or School of Social Work, Psychology, or Education) with 33% or more coursework in Applied Behavior Analysis</b></p> |         |

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|   |                |                             | <ul style="list-style-type: none"> <li>•Complete training in conducting and using a Functional Behavioral Assessment (FBA) and in positive behavioral support. The training must be provided by either the BAS or by an accredited college or university. If this training was not provided by the BAS, BAS must review and approve the course description.</li> <li>•Complete required training developed by the BAS regarding Behavioral Specialist Services for people with ASD <b>and other trainings required for the Behavioral Specialist Service.</b></li> <li>•<b>If transporting a participant, have a valid driver’s license and automobile insurance.</b></li> </ul> <p><b>Providers of Systematic Skill Building must:</b></p> <ul style="list-style-type: none"> <li>• <b>Have at least a Bachelor’s Degree in Social Work, Psychology, Education, or a human services field related to Social Work, Psychology or Education or at least a Bachelor’s Degree in another field and 3 or more years’ experience directly supporting individuals with ASD in the community;</b></li> <li>•<b>Complete required training developed by the BAS regarding Systematic Skill Building for people with ASD and other trainings required for the Systematic Skill Building service.</b></li> <li>•<b>If transporting participants, have a valid driver’s license and automobile insurance.</b></li> </ul> <p><b>Providers of Community Support must:</b></p> <ul style="list-style-type: none"> <li>•<b>Be at least 18 years old;</b></li> <li>•<b>If transporting participants, have a valid driver’s license and automobile insurance.</b></li> <li>•<b>Have at least a high school degree or equivalent;</b></li> <li>•<b>Complete all required training developed by the Bureau of Autism Services for people with ASD and other trainings required for the Community Support service.</b></li> </ul> |         |
| <b>Service Definition – Community Inclusion</b> |                |                             |   |         |
|   |                | Service Definition (Scope): | (See Behavioral Specialist Services)  |         |

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|     |                | <p>Community Inclusion is designed to assist participants in acquiring, retaining, and improving communication, socialization, self-direction, self-help, and adaptive skills necessary to reside in the community. Community Inclusion facilitates the participant’s social interaction; use of natural supports and typical community services available to all people; and participation in education and volunteer activities.</p> <p>This service includes activities to improve the participant’s capacity to perform activities of daily living (i.e., bathing, dressing, eating, mobility, and using the toilet) and instrumental activities of daily living (i.e., communication, survival skills, cooking, housework, shopping, money management, time management, and use of transportation). As necessary, Community Inclusion may include personal assistance in completing activities of daily living and instrumental activities of daily living. The intent of this service, however, is to reduce the need for direct personal assistance by improving the participant’s capacity to perform these tasks independently. Community Inclusion provides on-site modeling of behavior, behavior support, intensive behavior episode intervention, training, cueing, and/or supervision.</p> <p>Community Inclusion services must be necessary to achieve the expected outcomes identified in the participant’s ISP. The Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met and to modify the ISP as necessary. The review must include an assessment of the participant’s progress, identification of needs, and plans to address those needs. If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. The service includes collecting and recording the data necessary to support review of</p> |                                     |         |

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|     |                | <p>the ISP and the behavioral support plan.</p> <p>This service may be furnished in a participant’s home and at other community locations, such as libraries or stores. If the participant is receiving Residential Habilitation services (Community Home or Family Living Home), Community Inclusion may only be provided outside of the participant's residence. The cost of transportation provided by staff to and from Community Inclusion activities is included in the rate paid to the program provider. Community Inclusion may not be provided at the same time that quarter hourly-reimbursed Respite, Day Habilitation, Transitional Work Services, or Supported Employment service is provided.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>1) Total combined hours for Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services are limited to 50 hours in a calendar week. Participants living in the community should be able to have their needs met within the 50 hour limitation on the combination of Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services. A participant whose needs exceed 50 hours a week will be evaluated by BAS to determine if the participant’s health and welfare cannot be assured within the 50 hour limitation. If the participant’s health and welfare cannot be assured, the Supports Coordinator will explore the following to ensure health and welfare:</p> <ul style="list-style-type: none"> <li>* Accessing additional natural supports (e.g., assistance of family or local community organizations);</li> <li>* Seeking services through non-waiver resources such as State Plan services or local community agencies; or</li> <li>* Accessing residential habilitation services.</li> </ul> <p>2) If the participant is receiving Residential Habilitation</p> |                                     |         |

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|   |                | <p>services(Community Home or Family Living Home), Community Inclusion may only be provided outside of the participant's residence.</p> <p>Provider Specifications:</p> <p>Community Inclusion Agency<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.</p> <p>Community Inclusion staff must:</p> <ul style="list-style-type: none"> <li>* Be age 18 or older</li> <li>* Have a high school diploma or equivalent</li> <li>* Complete required training developed by the BAS regarding services for people with ASD.</li> </ul> <p>Community Inclusion agencies must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.</p>                               |  |         |
| <b>Service Definition – Community Transition Services</b> |                |   |  |         |
|   |                | <p>Service Definition:</p> <p>Community Transition Services are non-recurring set-up expenses for individuals who are transitioning from an institution to private residence where the person is directly responsible for his or her living expenses. Institutions include ICF/ID, ICF/ORC, nursing facilities, and psychiatric hospitals where the participant has resided for at least 90 consecutive days. Allowable expenses are those necessary to enable an individual to establish his or her basic living arrangement that do not constitute room and board. Community Transition Services are limited to the following:</p> <ul style="list-style-type: none"> <li>• Essential furnishings and initial supplies (Examples: household products, dishes, chairs, and tables);</li> </ul> | <p>Service Definition:</p> <p>Community Transition Services are non-recurring set-up expenses for individuals who are transitioning from an institution to private residence where the person is directly responsible for his or her living expenses. Institutions include ICF/IID, ICF/ORC, nursing facilities, and psychiatric hospitals, including <b>state hospitals</b>, where the participant has resided for at least 90 consecutive days. Allowable expenses are those necessary to enable an individual to establish his or her basic living arrangement that do not constitute room and board. Community Transition Services are limited to the following:</p> <ul style="list-style-type: none"> <li>• Essential furnishings and initial supplies (Examples: household products, dishes, chairs, and tables);</li> <li>• Moving expenses;</li> <li>• Security deposits or other such one-time payments that are required to obtain</li> </ul> |         |

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|     |                | <ul style="list-style-type: none"> <li>• Moving expenses;</li> <li>• Security deposits or other such one-time payments that are required to obtain or retain a lease on an apartment or home;</li> <li>• Set-up fees or deposits for utility or service access (Examples: telephone, electricity, heating); and</li> <li>• Personal and environmental health and welfare assurances (Examples: pest eradication, allergen control, one-time cleaning prior to occupancy).</li> </ul> <p>Community Transition Services are furnished only to the extent that they are reasonable and necessary as determined through the service plan development process; clearly identified in the service plan, and the person is unable to meet such expense, or when the services cannot be obtained from other sources. Community Transition Services do not include monthly rental or mortgage expense; food, regular utility charges; and/or household appliances or items that are intended for purely diversional/recreational purposes.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Community Transition Services are limited to \$4,000 in a participant’s lifetime. This limitation generally would not impact participants’ health and welfare. This service is only authorized for participants who move from institutional settings into the community. In the event that a participant would need community transition services beyond the above the limits in order to assure health and welfare, the Supports Coordinator based on appropriate documentation of need will convene an ISP meeting of the participant, and other team members to explore alternative resources to meet the participant’s health and welfare as outlined in Appendix D.</p> <p>Provider Specifications:</p> | <p>or retain a lease on an apartment or home;</p> <ul style="list-style-type: none"> <li>• Set-up fees or deposits for utility or service access (Examples: telephone, electricity, heating); and</li> <li>• Personal and environmental health and welfare assurances (Examples: pest eradication, allergen control, one-time cleaning prior to occupancy.)</li> </ul> <p>Community Transition Services are furnished only to the extent that they are reasonable and necessary as determined through the service plan development process, clearly identified in the service plan, and the person is unable to meet such expense, or when the services cannot be obtained from other sources. Community Transition Services do not include monthly rental or mortgage expense; food, regular utility charges; and/or household appliances or items that are intended for purely diversional/recreational purposes.</p> <p><b>Furnishings and supplies may be purchased in Pennsylvania and states contiguous to Pennsylvania.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Community Transition Services are limited to \$4,000 in a participant’s lifetime. This limitation generally would not impact participants’ health and welfare. This service is only authorized for participants who move from institutional settings into the community. In the event that a participant would need community transition services beyond the above the limits in order to assure health and welfare, the Supports Coordinator based on appropriate documentation of need will convene an ISP meeting of the participant, and other team members to explore alternative resources to meet the participant’s health and welfare as outlined in Appendix D.</p> <p>Provider Specifications:</p> <ul style="list-style-type: none"> <li>- Supports Coordination Agencies</li> </ul> <p>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b></p> |         |

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|  |                | <p>- Supports Coordination Agencies<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Supports Coordination agencies that meet the standards for the Supports Coordination Service may subcontract with providers of community transition services as an Organized Health Care Delivery System as specified in Appendix I-3-g-ii.<br/>All individuals providing services must meet all local and state requirements for that service. All items and services shall be provided according to applicable state and local standards of manufacture, design, and installation.</p> <p>- Independent Vendor<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>All individuals providing services must meet all local and state requirements for that service. All items and services shall be provided according to applicable state and local standards of manufacture, design, and installation.</p> | <p><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/>Supports Coordination agencies that meet the standards for the Supports Coordination Service may subcontract with providers of community transition services as an Organized Health Care Delivery System as specified in Appendix I-3-g-ii.<br/>All individuals providing services must meet all local and state requirements for that service. All items and services shall be provided according to applicable state and local standards of manufacture, design, and installation.</p> <p>- Independent Vendor<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/>All individuals providing services must meet all local and state requirements for that service. All items and services shall be provided according to applicable state and local standards of manufacture, design, and installation.</p> |         |
| <b>Service Definition – Day Habilitation</b> |                |   |   |         |
|  |                | <p>Service Definition:<br/><br/>Day Habilitation is provided in adult training facilities licensed under 55 PA Code Chapter 2380. Day Habilitation provides individualized assistance with acquiring, retaining, and improving communication, socialization, self-direction, self-help, and adaptive skills necessary to reside in the community. This service includes activities to improve the participant’s capacity</p>  | <p>Service Definition:<br/><br/>Day Habilitation is provided in adult training facilities licensed under 55 PA Code Chapter 2380. Day Habilitation provides individualized assistance with acquiring, retaining, and improving communication, socialization, self-direction, self-help, and adaptive skills necessary to reside in the community. This service includes activities to improve the participant’s capacity to perform activities of daily living (i.e., bathing, dressing, eating, mobility, and using the toilet) and</p>  |         |

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|     |                | <p>to perform activities of daily living (i.e., bathing, dressing, eating, mobility, and using the toilet) and instrumental activities of daily living (i.e., communication, survival skills, cooking, housework, shopping, money management, time management, and use of transportation). Day Habilitation provides on-site modeling of behavior, behavior support, intensive behavior episode intervention, training, cueing, and/or supervision.</p> <p>Day Habilitation can include personal assistance in completing activities of daily living and instrumental activities of daily living. The intent of this service, however, is to reduce the need for direct personal assistance by improving the participant's capacity to perform these tasks independently. This service includes assistance with medication administration and the performance of health-related tasks to the extent state law permits. This service also includes transportation to and from the facility and during day habilitation activities necessary for the individual's participation in those activities. These transportation costs are assumed in the rate for this service.</p> <p>Day Habilitation services must be necessary to achieve the expected outcomes identified in the participant's ISP. The Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met and to modify the ISP as necessary. The review must include an assessment of the participant's progress, identification of needs, and plans to address those needs. If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. The service includes collecting and recording the data necessary to support review of the ISP and the behavioral support plan.</p> <p>Day Habilitation is normally furnished for up to 6 hours a day, five days per week on a regularly scheduled basis. Day</p> | <p>instrumental activities of daily living (i.e., communication, survival skills, cooking, housework, shopping, money management, time management, and use of transportation). Day Habilitation provides on-site modeling of behavior, behavior support, intensive behavior episode intervention, training, cueing, and/or supervision.</p> <p>Day Habilitation can include personal assistance in completing activities of daily living and instrumental activities of daily living. The intent of this service, however, is to reduce the need for direct personal assistance by improving the participant's capacity to perform these tasks independently. This service includes assistance with medication administration and the performance of health-related tasks to the extent state law permits. This service also includes transportation to and from the facility and during day habilitation activities necessary for the individual's participation in those activities. <del>These transportation costs are assumed in the rate for this service.</del></p> <p>Day Habilitation services must be necessary to achieve the expected outcomes identified in the participant's ISP. The Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met and to modify the ISP as necessary. The review must include an assessment of the participant's progress, identification of needs, and plans to address those needs. If the participant receives <del>Behavioral Specialist Services</del> <b>Specialized Skill Development services</b>, this service includes implementation of the behavioral support plan (BSP), the crisis intervention plan (CIP) <b>and/or the Systematic Skill Building plan (SBP)</b>. This service includes collecting and recording the data necessary to support review of the Individual Support Plan (ISP), the BSP <b>and the SBP</b>.</p> <p>Day Habilitation is normally furnished for up to 6 hours a day, five days per week on a regularly scheduled basis. Day Habilitation does not include services that are funded under the Rehabilitation Act of 1973 or the Individuals with Disabilities Education and Improvement Act. The Supports Coordinator must review the need for this service quarterly. Day Habilitation may not be provided to a participant during the same hours that Supported Employment <b>(when provided directly to the participant)</b>, Transitional Work Services, quarter</p> |         |

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|     |                | <p>Habilitation does not include services that are funded under the Rehabilitation Act of 1973 or the Individuals with Disabilities Education and Improvement Act. The Supports Coordinator must review the need for this service quarterly. Day Habilitation may not be provided to a participant during the same hours that Supported Employment, Transitional Work Services, quarter hourly-reimbursed Respite, or Community Inclusion is provided.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Total combined hours for Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services are limited to 50 hours in a calendar week. Participants living in the community should be able to have their needs met within the 50 hour limitation on the combination of Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services. A participant whose needs exceed 50 hours a week will be evaluated by BAS to determine if the participant’s health and welfare cannot be assured within the 50 hour limitation. If the participant’s health and welfare cannot be assured, the Supports Coordinator will explore the following to ensure health and welfare:</p> <ul style="list-style-type: none"> <li>• Accessing additional natural supports (e.g., assistance of family or local community organizations);</li> <li>• Seeking services through non-waiver resources such as State Plan services or local community agencies; or</li> <li>• Accessing residential habilitation services.</li> </ul> <p>Provider Specifications:</p> <p>- Adult Training Facilities<br/>License (specify): Title 55 PA Code Chapter 2380<br/>Other Standard (specify): Agencies providing waiver services will have a signed Medical Assistance Provider Agreement.</p> | <p>hourly-reimbursed Respite, <b>Specialized Skill Development/Community Support</b><br/><del>Community Inclusion</del> is provided.</p> <p><b>Travel time to pick up and drop off the participant may not be billed as these costs are assumed in the rate for this service. Transporting the participant to and from activities integral to services provided during the Day Habilitation service day may be billed.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Total combined hours for <del>Community Inclusion</del> <b>Specialized Skill Development/Community Support</b>, Day Habilitation, Supported Employment (<b>Intensive Job Coaching, Direct and Extended Employment Supports, Direct</b>), and Transitional Work Services are limited to 50 hours in a calendar week. <b>A participant whose needs exceed 50 hours a week must request an exception to the limit consistent with BAS policy.</b> <del>Participants living in the community should be able to have their needs met within the 50 hour limitation on the combination of Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services. A participant whose needs exceed 50 hours a week will be evaluated by BAS to determine if the participants health and welfare cannot be assured within the 50 hour limitation. If the participants health and welfare cannot be assured, the Supports Coordinator will explore the following to ensure health and welfare:</del></p> <ul style="list-style-type: none"> <li>• Accessing additional natural supports (e.g., assistance of family or local community organizations);</li> <li>• Seeking services through non-waiver resources such as State Plan services or local community agencies; or</li> <li>• Accessing residential habilitation services.</li> </ul> <p>Provider Specifications:</p> <p>- Adult Training Facilities<br/>License (specify): Title 55 PA Code Chapter 2380<br/>Other Standard (specify): Agencies providing waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver</b></p> |         |

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|   |                | <p>Provider staff furnishing this service must:</p> <ul style="list-style-type: none"> <li>•Be age 18 or older</li> <li>•Have a high school diploma or equivalent</li> <li>•Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders, and meet the requirements of Title 55 PA Code Chapter 2380.</li> </ul> <p>Facilities must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service</p>   | <p><b>Supplemental Provider Agreement.</b><br/> <b>Have a waiver service location in Pennsylvania.</b><br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p>Provider staff furnishing this service must:</p> <ul style="list-style-type: none"> <li>•Be age 18 or older</li> <li>•<b>If transporting participants, have a valid driver’s license and automobile insurance.</b></li> <li>•Have a high school diploma or equivalent</li> <li>•Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders, and meet the requirements of Title 55 PA Code Chapter 2380.</li> </ul> <p>Facilities must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service</p>   |         |
| <b>Service Definition – Environmental Modifications</b> |                |   |   |         |
|   |                | <p>Service Definition:</p> <p>These are physical adaptations to the participant’s home outlined in the participant’s ISP which are necessary to ensure the health and welfare of the participant and/or to enable the participant to function with greater independence in the home. If the participant receives Behavioral Specialist Services, modifications must be consistent with the participant’s behavioral support plan and crisis intervention plan.</p> <p>Adaptations are limited to:</p> <ul style="list-style-type: none"> <li>A. Alarms and motion detectors on doors, windows, and/or fences;</li> <li>B. Brackets for appliances;</li> <li>C. Locks;</li> <li>D. Modifications, including vehicle modifications, needed to accommodate an individual’s special sensitivity to sound, light or</li> </ul> | <p>Service Definition: <b>Home Modifications (Environmental Modification)</b></p> <p>These are physical <del>adaptations</del> <b>modifications</b> to the participant’s home <del>outlined in the participant’s ISP</del> <b>primary private residence of the participant (including homes owned or leased by parents/relatives with whom the participant resides and family living homes that are privately owned, rented, or leased by the host family)</b>, which are necessary to ensure the health <del>and welfare of the participant,</del> <b>security of, and accessibility for the participant</b> and/or to enable the participant to function with greater independence in the home. <b>These modifications must be outlined in the participant’s ISP.</b> If the participant receives <b>Specialized Skill Development/</b>Behavioral Specialist Services, modifications must be consistent with the participant’s behavioral support plan and crisis intervention plan.</p> <p><b>Home modifications must have utility primarily for the participant and be specific to the participant’s needs. Home modifications that are solely for the benefit of the public at large, staff, significant others, or family members will not be approved. Home modification must be an item that is not part of</b></p> |         |

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|     |                | <p>other environmental conditions,<br/>                     E. Outdoor gates and fences;<br/>                     F. Plexiglas windows;<br/>                     G. Raised electrical switches and sockets; and<br/>                     H. Home or vehicle adaptations for participants with physical disabilities, such as ramps, grab-bars, widening of doorways, or modification of bathroom facilities.</p> <p>Environmental Modifications may not be provided in homes or vehicles owned by a provider. Environmental Modifications costing over \$1,000 must be recommended by an independent evaluation of the participant’s needs, including a functional evaluation of the impact of the modification on the participant’s environment. This service does not include the independent evaluation. Depending on the type of modification, the evaluation may be conducted by an occupational therapist; a speech, hearing, and language therapist; a behavioral specialist; or another professional as approved in the ISP. The organization or professional providing the evaluation shall not be a related party to the Environmental Modifications provider.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>The amount of this service is limited to \$20,000 for the participant’s lifetime. In the event that an individual would require environmental modifications beyond the above the limits in order to assure health and welfare, the Supports Coordinator based on appropriate documentation will convene an ISP meeting of the participant, and other team members to explore alternative resources to meet the participant’s health and welfare as outlined in Appendix D.</p> <p>Provider Specifications:</p> | <p><b>general maintenance of the home, and be an item of modification that is not included in the payment for room and board. Home modifications include the cost of installation, repair, maintenance, and extended warranties for the modifications; and when necessary to comply with rental/lease agreements, return of the property to its original condition.</b></p> <p><b>All modifications must meet the applicable standards of manufacture, design, and installation and comply with applicable building codes. Modifications not of direct medical or remedial benefit to the participant are excluded.</b></p> <p><del>Adaptations-</del><b>Modifications</b> are limited to:</p> <ul style="list-style-type: none"> <li>A. Alarms and motion detectors on doors, windows, and/or fences;</li> <li>B. Brackets for appliances;</li> <li>C. Locks;</li> <li>D. Modifications needed to accommodate a <del>individual</del> <b>participant’s</b> special sensitivity to sound, light or other environmental conditions,</li> <li>E. Outdoor gates and fences;</li> <li>F. <del>Plexiglas windows</del>; <b>Replacement of glass window panes with a shatterproof or break resistant material;</b></li> <li>G. Raised or lowered electrical switches and sockets; and</li> <li>H. Home <del>or vehicle</del> adaptations for participants with physical disabilities <b>limitations</b>, such as ramps, grab-bars, widening of doorways, or modification of bathroom facilities.</li> </ul> <p><b>This service may only be delivered in Pennsylvania.</b></p> <p><del>Environmental Modifications may not be provided in homes or vehicles owned by a provider. Environmental Modifications costing over \$1,000 must be recommended by an independent evaluation of the participant’s needs, including a functional evaluation of the impact of the modification on the participant’s environment. This service does not include the independent evaluation. Depending on the type of modification, the evaluation may be conducted by an occupational therapist; a speech, hearing, and language therapist; a behavioral specialist; or another professional as approved in the ISP. The organization or professional providing the evaluation shall not be a related party to the Environmental Modifications provider.</del></p> |         |

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|     |                | <p>- Service Agency<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement. Agencies that meet the standards for Supports Coordination or Community Inclusion may subcontract with providers of assistive technology as an Organized Health Care Delivery System as specified in Appendix I-3-g-ii. Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet applicable standards of manufacture, design, and installation. Services shall be provided in accordance with applicable state and local building codes.</p> <p>- Individual - Independent Vendors<br/>License (specify): Trade appropriate.<br/>Other Standard (specify): Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet applicable standards of manufacture, design, and installation. Services shall be provided in accordance with applicable state and local building codes.</p> <p>- Agency- Independent Vendor<br/>License (specify): Trade appropriate.<br/>Other Standard (specify): Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet applicable standards of manufacture, design, and installation. Services shall be provided in accordance with applicable state and local building codes.</p> <p><u>Verification of Provider Qualifications</u><br/>Provider Type: (all)<br/>Entity Responsible for Verification: BAS<br/>Frequency of Verification: Bi-ennial</p> | <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p><del>The amount of</del> This service is limited to <b>no more than \$20,000 for the participant's lifetime per participant over a 10-year consecutive period in the same home.</b> <del>In the event that an individual would require environmental modifications beyond the above the limits in order to assure health and welfare, the Supports Coordinator based on appropriate documentation will convene an ISP meeting of the participant, and other team members to explore alternative resources to meet the participant's health and welfare as outlined in Appendix D.</del></p> <p><b>The period begins with the first use of the Home Modifications services. A new \$20,000 limit can be applied when the participant moves to a new home or when the 10-year period expires. Exceptions to this limit may be considered based upon a needs assessment and require prior authorization by the BAS consistent with BAS policy.</b></p> <p><b>Adaptations that add to the total square footage of the home are excluded from this benefit except when necessary to complete an adaptation (e.g., in order to improve entrance/egress to a residence or to configure a bathroom to accommodate a wheelchair). Building a new room is excluded. Home accessibility adaptations may not be used for the construction of a new home. Durable medical equipment is excluded.</b></p> <p><b>Home Modifications may not be provided in homes owned, rented or leased by a provider agency. Home Modifications costing over \$1,000 must be recommended by an independent evaluation of the participant's needs, including a functional evaluation of the impact of the modification on the participant's environment. This service does not include the independent evaluation. Depending on the type of modification, the evaluation may be conducted by an occupational therapist; a speech, hearing, and language therapist; a behavioral specialist; or another professional as approved in the ISP. The organization or professional providing the evaluation shall not be a</b></p> |         |

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|     |                |                  | <p><b>related party to the Home Modifications provider.</b></p> <p>Provider Specifications:<br/>                     - Service Agency<br/>                     Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and Adult Autism Waiver Supplemental Provider Agreement.</b><br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b><br/>                     Agencies that meet the standards for Supports Coordination or Community Support may subcontract with providers of <b>Home Modifications</b> as an Organized Health Care Delivery System as specified in Appendix I-3-g-ii. Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet applicable standards of manufacture, design, and installation.<br/>                     Services shall be provided in accordance with applicable state and local building codes.</p> <p>- Individual - Independent Vendors<br/>                     License (specify): Trade appropriate.<br/>                     Other Standard (specify): Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet applicable standards of manufacture, design, and installation.<br/>                     Services shall be provided in accordance with applicable state and local building codes.<br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p>- Agency- Independent Vendor<br/>                     License (specify): Trade appropriate.<br/>                     Other Standard (specify): Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet</p> |         |

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|   |                |                  | <p>applicable standards of manufacture, design, and installation. Services shall be provided in accordance with applicable state and local building codes.</p> <p><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p>  |         |
| <b>Service Definition – Vehicle Modifications (New)</b> |                |                  |  |         |
|   |                |                  | <p><b>(Environmental Modifications)</b><br/> <b>Vehicle Modifications are modifications or alterations to an automobile or van that is the waiver participant’s primary means of transportation in order to accommodate the special needs of the participant. Vehicle Modifications are modifications needed by the participant, as specified in the ISP, to enable the participant to integrate more fully into the community and to ensure the health, welfare and safety of the participant. The following are specifically excluded:</b></p> <ul style="list-style-type: none"> <li>• <b>Modifications or improvements to the vehicle that are of general utility and are not of direct medical or remedial benefit to the participant</b></li> <li>• <b>Regularly scheduled upkeep and maintenance of a vehicle, except upkeep and maintenance of the modifications</b></li> <li>• <b>Modifications to a vehicle owned or leased by a provider</b></li> </ul> <p><b>Vehicle Modifications cannot be used to purchase or lease vehicles for waiver recipients, their families or legal guardians; however, this service can be used to fund the portion of a new or used vehicle purchase that relates to the cost of Vehicle Modifications. In order for this service to be used to fund modifications of a new or used vehicle, a clear breakdown of purchase price versus modifications is required.</b></p> <p><b>Vehicle Modifications funded through the waiver are limited to the following modifications:</b></p> <ul style="list-style-type: none"> <li>• <b>Vehicular lifts</b></li> </ul> |         |

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|     |                |                  | <ul style="list-style-type: none"> <li>• Interior alterations to seats, head and leg rests, and belts</li> <li>• Customized devices necessary for the participant to be transported safely in the community, including driver control devices</li> <li>• Modifications needed to accommodate a participant’s special sensitivity to sound, light or other environmental conditions</li> <li>• Raising the roof or lowering the floor to accommodate wheelchairs</li> </ul> <p>All Vehicle Modifications shall meet applicable standards of manufacture, design and installation.</p> <p>This service may be delivered in Pennsylvania and in states contiguous to Pennsylvania.</p> <p>When vehicle modifications are included in an ISP, the Supports Coordinator must collect three bids from providers for the necessary modification and provide the three bids to BAS for consideration during BAS’s review of the ISP.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p><b>Vehicle Modifications services are limited to \$10,000 per participant during a 5-year period. The 5-year period begins with the first utilization of authorized Vehicle Modifications services.</b></p> <ul style="list-style-type: none"> <li>• A vehicle that is to be modified, must comply with all applicable State standards.</li> <li>• The vehicle that is modified may be owned by the participant, a family member with whom the participant lives, or a non-relative who provides primary support to the participant and is not a paid provider agency.</li> <li>• Vehicle Modification services may also be used to adapt a privately owned vehicle of a family living host when the vehicle is not owned by the Family Living Provider agency.</li> <li>• Vehicle Modifications costing over \$500 must be recommended by an independent evaluation of the participant’s needs, including a functional evaluation of the impact of the modification on the participant’s needs. This service does not include the independent evaluation. Depending on the type of modification, the evaluation may be conducted by an occupational therapist; a physical therapist, a behavioral specialist, or another professional</li> </ul> |         |

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|     |                |                  | <p>as approved in the ISP. The organization or professional providing the evaluation shall not be a related party to the Vehicle Modifications provider.</p> <p>Provider Specifications:</p> <p>- Individual - Independent Vendors<br/> License (specify): Trade appropriate.<br/> Other Standard (specify): Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet applicable standards of manufacture, design, and installation. Services shall be provided in accordance with applicable state and local codes.<br/> Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</p> <p>- Agency- Independent Vendor<br/> License (specify): Trade appropriate.<br/> Other Standard (specify): Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet applicable standards of manufacture, design, and installation. Services shall be provided in accordance with applicable state and local building codes.<br/> Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</p> <p>- Service Agency<br/> Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement and Adult Autism Waiver Supplemental Provider Agreement.<br/> Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.<br/> Agencies that meet the standards for Supports Coordination or Community</p> |         |

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|   |                |   | <p><b>Support</b> may subcontract with providers of Vehicle Modifications as an Organized Health Care Delivery System as specified in Appendix I-3-g-ii. Individuals providing this service shall meet all applicable state and local licensure requirements. All modifications shall meet applicable standards of manufacture, design, and installation. Services shall be provided in accordance with applicable state and local building codes.</p>  |         |
| <b>Service Definition – Family Counseling</b> |                |   |   |         |
|   |                | <p>Service Definition:</p> <p>This service provides caregiver counseling for the participant’s family and informal network to develop and maintain healthy, stable relationships among all caregivers, including family members, in order to support the participant. Emphasis is placed on the acquisition of coping skills by building upon family strengths. Counseling services are intended to increase the likelihood that the participant will remain in or return to the family home. The waiver may not pay for services for which a third party, such as the family members’ health insurance, is liable. Family Counseling services do not duplicate mental health services to treat mental illness that Medical Assistance provides through a 1915(b) waiver (Behavioral HealthChoices).</p> <p>Family Counseling must be necessary to achieve the expected outcomes identified in the participant’s ISP. The Family Counseling provider must update the Supports Coordinator on at least a quarterly basis regarding progress toward the goals for the Family Counseling service. If the participant receives Behavioral Specialist Services, the Family Counseling provider must provide this service in a manner consistent with the participant’s behavioral support plan and crisis intervention plan.</p> | <p>Service Definition: Family Counseling <b>Family Support</b></p> <p>This service provides caregiver counseling for the <b>support for the</b> participant’s family and informal network to help develop and maintain healthy, stable relationships among all <b>members of the participant’s informal network, including family members, and the participant</b> caregivers, including family members, in order to support the participant <b>in meeting the goals in the participant’s ISP. Family Support assists the participant’s family and informal care network with developing expertise so that they can help the participant acquire, retain or improve skills that directly improve the participant’s ability to live independently.</b> Emphasis is placed on the acquisition of coping skills by building upon family <b>and informal care network</b> strengths. Counseling services are intended to increase the likelihood that the participant will remain in or return to the family home. The waiver may not pay for services for which a third party, such as the family members’ health insurance, is liable. Family Counseling services do not duplicate mental health services to treat mental illness that Medical Assistance provides through a 1915(b) waiver (Behavioral HealthChoices).</p> <p>Family <b>Support</b> Counseling must be necessary to achieve the expected outcomes identified in the participant’s ISP. The Family <b>Support</b> Counseling provider must update the Supports Coordinator on at least <b>monthly</b> a quarterly basis regarding progress toward the goals for the Family <b>Support</b> Counseling service. <b>The Supports Coordinator will summarize monthly progress in the Quarterly Summary Report submitted into HCSIS. The Family Support provider</b></p> |         |

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|     |                | <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>The amount of this service is limited to 20 hours in a year, with the year starting on the ISP authorization date. This limitation generally would not impact participants' health and welfare. In the event that family counseling services would be needed beyond the above limits in order to assure health and welfare, based on the familys request or provider assessment that additional services would be needed, the Supports Coordinator will convene an ISP meeting of the participant, and other team members to explore alternative resources to assure the participant's health and welfare through other supports and services as outlined in Appendix D</p> <p>Provider Specifications:</p> <p>-Counseling Agency<br/>                     License (specify): Psychologist-Title 49 PA Code Chapter 41<br/>                     Social Worker-Title 49 PA Code Chapter 47<br/>                     Marriage and Family Therapist-Title 49 PA Code Chapter 48<br/>                     Professional Counselor-Title 49 PA Code Chapter 49<br/>                     Other Standard (specify): Individuals within the agency furnishing this service must:</p> <ul style="list-style-type: none"> <li>•Have one of the licenses described herein</li> <li>•Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> | <p><b>must maintain monthly notes in the participant's file and have them available for review by BAS during monitoring.</b> If the participant receives <b>Specialized Skill Development/Behavioral Specialist Services</b>, the Family <b>Support Counseling</b> provider must provide this service in a manner consistent with the participant's behavioral support plan and crisis intervention plan.</p> <p><b>This service may be delivered in Pennsylvania and in states contiguous to Pennsylvania.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p><del>The amount of this service is limited to 20 hours in a year</del> <b>The Family Support Services may be authorized for a maximum of 40 hours per year</b>, with the year starting on the ISP authorization date. This limitation generally would not impact participant's health and welfare. In the event that Family <b>Support counseling</b> services would be needed beyond the above limits in order to assure health and welfare, based on the family's request or provider assessment that additional services would be needed, the Supports Coordinator will convene an ISP meeting of the participant, and other team members to explore alternative resources to assure the participant's health and welfare through other supports and services as outlined in Appendix D.</p> <p>Provider Specifications:</p> <p>-Counseling Agency<br/>                     License (specify): Psychologist-Title 49 PA Code Chapter 41<br/>                     Social Worker-Title 49 PA Code Chapter 47<br/>                     Marriage and Family Therapist-Title 49 PA Code Chapter 48<br/>                     Professional Counselor-Title 49 PA Code Chapter 49<br/> <b>Professional Counseling Agency – Title 49 PA Code Chapter 49</b><br/>                     Other Standard (specify): <b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania. Have a Medical Assistance Provider Agreement and a signed Adult Autism Waiver Supplemental Provider Agreement.</b></p> |         |

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|   |                |  | <p><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p>Individuals within the agency furnishing this service must:</p> <ul style="list-style-type: none"> <li>•Have one of the licenses described herein</li> <li>•Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> |         |
| <b>Service Definition – Family Training</b> |                |  |   |         |
|   |                | <p>Service Definition:</p> <p>Family Training is a service available to develop expertise in the participant’s family and informal care network so that caregivers can help the participant acquire, retain, or improve skills that directly improve the individual’s ability to live independently. Training is limited to the following areas of expertise: communication skills, stress reduction, self-direction, daily living skills, socialization, and environmental adaptation. This service does not include training in the use of assistive technology devices, which is included in the Assistive Technology service. This service also does not include the training necessary for family members to carry out the behavioral support plan or crisis intervention plan, which is included in Behavioral Specialist Services.</p> <p>Family Training must be necessary to achieve the expected outcomes identified in the participant’s ISP. The Family Training provider must update the Supports Coordinator on at least a quarterly basis regarding progress toward the goals for the Family Training service. The Supports Coordinator ensures Family Training does not duplicate training to the family that is provided under Behavioral Specialist Services. If the participant receives Behavioral Specialist Services, the Family Training provider must provide this service in a manner consistent with the participant’s behavioral support plan and crisis intervention</p> | <p><b>(See Family Counseling. Family Training and Family Counseling are combined into one service – Family Support service.)</b></p>  |         |

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|     |                | <p>plan.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>The amount of this service is limited to 20 hours in a year, with the year starting on the ISP authorization date. This limitation generally would not impact participant’s health and welfare. In the event that family training services would be needed beyond the above the limits in order to assure health and welfare, the Supports Coordinator based on the family’s request or provider assessment that additional services would be needed will convene an ISP meeting of the participant, and other team members to explore alternative resources to assure the participant’s health and welfare through other supports and services as outlined in Appendix D.</p> <p>Provider Specifications:</p> <p>- Family Training Provider<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Individuals furnishing this service must:<br/>•Have at least three years’ experience working directly with people with autism spectrum disorders<br/>Have at least a Bachelor’s degree in Education, Psychology, Social Work, or another related social science<br/>Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders</p> <p>- Family Training Agency<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Individuals furnishing this service must:</p> |                                     |         |

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|  |                | <p>Have at least three years' experience working directly with people with autism spectrum disorders<br/>           Have at least a Bachelor's degree in Education, Psychology, Social Work, or another related social science<br/>           Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</p>   |   |         |
| <b>Service Definition – Job Assessment and Finding</b> |                |   |   |         |
|  |                | <p>Service Definition:</p> <p>Job Assessment and Finding provides support necessary to obtain paid or volunteer work in the community by participants receiving waiver services, including job assessment and job development. Other services provide ongoing support to continue paid or volunteer work once it is obtained (Supported Employment for paid work and Community Inclusion for volunteer work). Job Assessment and Finding may be provided concurrent with Supported Employment or Community Inclusion if the participant wants to obtain a better job while continuing paid or unpaid work.</p> <p>Job Assessment and Finding has two components:</p> <p>Job Assessment: the provider identifies suitable employment based on a situational vocational assessment that includes:</p> <ul style="list-style-type: none"> <li>•*Conducting a review of the participant's work history, interests, and skills that results in recommendations for employment and, if necessary, training;</li> <li>•*Identifying jobs in the community that match the participant's interests, abilities, and skills; and</li> <li>•*Situational assessments (job tryouts) to assess the participant's interest and aptitude in a particular type of job</li> </ul> | <p>Service Definition: <b>Career Planning</b></p> <p><del>Job Assessment and Finding</del> <b>The Career Planning service</b> provides support <b>to the participant to identify a career direction; develop a plan for achieving competitive, integrated employment at or above the minimum wage; and obtain a job placement in competitive employment or self-employment.</b> <del>necessary to obtain paid or volunteer work in the community by participants receiving waiver services, including job assessment and job development.</del> <b>If the participant receives Specialized Skill Development services, the Career Planning service must be consistent with the participant's Behavioral Support and Crisis Intervention Plans and/or Systematic Skill Building Plan.</b> <del>Other services provide ongoing support to continue paid or volunteer work once it is obtained (Supported Employment for paid work and Community Inclusion for volunteer work).</del> <b>Career Planning</b> <del>Job Assessment and Finding</del> may be provided concurrent with Supported Employment or Community Inclusion, <del>Day Habilitation or Transitional Work Services</del> if the participant wants to obtain a better job or different job while continuing paid work.</p> <p><del>Job Assessment and Finding</del> has <b>Career Planning</b> consists of two components:</p> <p><del>Job Assessment: the provider identifies suitable employment based on a situational vocational assessment that includes:</del></p> <ul style="list-style-type: none"> <li>•Conducting a review of the participants work history, interests, and skills that results in recommendations for employment and, if necessary, training;</li> <li>•Identifying jobs in the community that match the participants interests,</li> </ul> |         |

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|     |                | <p>Job Finding: assistance in identifying and securing a job that fits the participant’s preferences and employer’s needs, based on data obtained during the situational assessments. A successful outcome is defined as a permanent job placement where the participant has worked for at least 30 calendar days.</p> <p>If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. This service includes collecting and recording the data necessary to support review of the ISP and the behavioral support plan.</p> <p>Documentation is maintained in the file of each individual receiving this service to satisfy state assurances that the service does not include services which are otherwise available to the participant under the Rehabilitation Act of 1973, as amended, or Individuals with Disabilities Education and Improvement Act (IDEA).</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Provider Specifications:</p> <p>-Job Finding Agency<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Individuals furnishing this service must:<br/>*Have at least a Bachelors degree in Education, Psychology, Social Work, or other related social sciences.<br/>*Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders, including training in providing a situational vocational assessment.<br/>The Job Finding Agency must have automobile insurance for all</p> | <p><del>abilities, and skills; and</del><br/><del>•Situational assessments (job tryouts) to assess the participants interest and aptitude in a particular type of job</del></p> <p><del>Job Finding: assistance in identifying and securing a job that fits the participants preferences and employers needs, based on data obtained during the situational assessments. A successful outcome is defined as a permanent job placement where the participant has worked for at least 30 calendar days.</del></p> <p><del>If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. This service includes collecting and recording the data necessary to support review of the ISP and the behavioral support plan.</del></p> <p><del>Documentation is maintained in the file of each individual receiving this service to satisfy state assurances that the service does not include services which are otherwise available to the participant under the Rehabilitation Act of 1973, as amended, or Individuals with Disabilities Education and Improvement Act (IDEA).</del></p> <p><b>Vocational Assessment and Job Finding.</b></p> <p><b>1. Vocational Assessment</b><br/><b>Vocational Assessment evaluates the participant’s preferences, interests, skills, needs and abilities for the purpose of developing a Vocational Profile which is an inventory of actions, tasks or skill development that will position the participant to become competitively employed. The Vocational Profile also specifies restrictions as well as skills and needs of the participant that should be considered in the process of identifying an appropriate job placement, consistent with the participant’s desired vocational outcome. It is specific to the participant and may be provided both directly to the participant and indirectly for the benefit of the participant.</b></p> <p><b>Vocational Assessment includes:</b></p> <ul style="list-style-type: none"> <li><b>• The discovery process, which includes but is not limited to identifying the</b></li> </ul> |         |

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|     |                | <p>automobiles owned, leased, and/or hired used as a component of this service</p> | <p><b>participant’s current preferences, interests, skills and abilities, including types of preferred and non-preferred work environments; ability to access transportation, with or without support; existing social capital (people who know the participant and are likely to be willing to help the participant) and natural supports which can be resources for employment. Discovery also includes review of the participant’s work history.</b></p> <ul style="list-style-type: none"> <li>• <b>Community-based job try-outs or situational-vocational assessments.</b></li> <li>• <b>Identifying other experiential learning opportunities such as internships or short-term periods of employment consistent with the participant’s skills and interests as appropriate for exploration, assessment and discovery.</b></li> <li>• <b>Facilitation of access to ancillary job-related programs such as Ticket to Work, including Ticket Outcome and Milestone payments, and work incentives programs, as appropriate.</b></li> <li>• <b>Benefits counseling.</b></li> <li>• <b>Development of a Vocational Profile that specifies recommendations regarding the participant’s individual needs, preferences, abilities and the characteristics of an optimal work environment. The Vocational Profile must also specify the training or skill development necessary to achieve the participant’s employment goals and which may be addressed by other related services in the participant’s service plan.</b></li> </ul> <p><b>Results of the Vocational Assessment service must be documented and incorporated into the participant’s ISP and shared with members of the ISP team, as needed, to support the recommendations of the Vocational Assessment.</b></p> <p><b>Travel time may not be billed by the provider as a discrete unit of this service.</b></p> <p><b>Vocational Assessment can be delivered in Pennsylvania and in states contiguous to Pennsylvania.</b></p> <p><b>2. Job Finding</b><br/> <b>Job Finding is an individualized, outcomes-based service that provides assistance to the participant in developing or securing competitive integrated employment that fits the participant’s needs and preferences and the</b></p> |         |

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|     |                |                  | <p>employer’s needs. The Job Finding service is provided to support participants to live and work successfully in home and community-based settings, as specified by the ISP, and to enable the participant to integrate more fully into the community while ensuring the health, welfare and safety of the participant. It is specific to the participant and may be provided both directly to the participant and indirectly to the employer, supervisor, co-workers and others involved in the participant’s employment or self-employment for the benefit of the participant.</p> <p>If the participant has received Vocational Assessment services and has a current Vocational Profile, the Job Finding service will be based on information obtained and recommendations included in the Vocational Profile, as applicable. Documentation of consistency between Job Finding activities and the Vocational Profile, if applicable, is required.</p> <p>Job Finding includes (as needed by the participant):</p> <ul style="list-style-type: none"> <li>• Prospective employer relationship-building/networking;</li> <li>• Identifying potential employment opportunities consistent with the participant’s Vocational Profile;</li> <li>• Collaboration and coordination with the participant’s natural supports in identifying potential contacts and employment opportunities;</li> <li>• Job search;</li> <li>• Support for the participant to establish an entrepreneurial or self-employment business, including identifying potential business opportunities, development of a business plan and identification of necessary ongoing supports to operate the business;</li> <li>• Identifying and developing customized employment positions including job carving;</li> <li>• Informational interviews with employers;</li> <li>• Referrals for interviews;</li> <li>• Support of the participant to negotiate reasonable accommodations and supports necessary for the individual to perform the functions of a job.</li> </ul> <p>Travel time may not be billed by the provider as a discrete unit of this service.</p> |         |

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|     |                |                  | <p><b>Job Finding may be delivered in Pennsylvania and in states contiguous to Pennsylvania.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p><b>Career Planning services may not be rendered under the waiver until it has been verified that the services are not available to the participant under a program funded by either the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act of 2014, or the Individuals with Disabilities Education Act.</b></p> <p><b>Federal Financial Participation is not claimed for incentive payments, subsidies or unrelated vocational training expenses such as the following:</b></p> <ul style="list-style-type: none"> <li>• <b>Incentive payments made to an employer to encourage or subsidize the employer's participation in Vocational Assessment services; or</b></li> <li>• <b>Payments that are passed through to users of Vocational Assessment services.</b></li> </ul> <p><b>Career Planning does not include supports that allow a participant to continue paid work once it is obtained.</b></p> <p><b>Vocational Assessment is a time-limited service requiring re-authorization every 90 days and will be authorized for up to 1 year from initial authorization every time it is added to the ISP. Prior to the request for reauthorization, the ISP team will meet to clarify goals and expectations and review progress. BAS will review the reauthorization request and make a determination based on BAS policy. BAS may also recommend technical assistance to the provider or suggest the ISP team consider a change of provider.</b></p> <p><b>Job Finding is a time-limited service requiring re-authorization every 90 days, and will be authorized for up to 1 year from initial authorization every time it is added to the ISP. Prior to the request for reauthorization, the ISP team will meet to clarify goals and expectations and review progress and the job finding strategy. BAS will review the reauthorization request and make a</b></p> |         |

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|     |                |                  | <p>determination based on BAS policy. BAS may also recommend technical assistance to the provider or suggest the ISP team consider a change of provider.</p> <p>Vocational Assessment may be authorized whenever the participant’s circumstances or career goals change. Job Finding may be authorized if a placement ends or is determined unsatisfactory to the participant. As a part of determining if Job Finding should be reauthorized, BAS will consider the reasons that the placement did not work for the participant and what changes, if any, will need to be made in the type of placement or career choice.</p> <p>Provider Specifications:</p> <p><del>Job Finding</del> <b>Career Planning Agency</b></p> <p>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b></p> <p><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b></p> <p><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p><b>The Career Planning Agency must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of the Career Planning service.</b></p> <p>Individuals furnishing this service must:</p> <p><del>*Have at least a Bachelor’s degree or higher in rehabilitation, business, marketing or a field related to rehabilitation, business or marketing in Education, Psychology, Social Work, or other related social sciences.</del> <b>and 1 year of experience that can be verified related to job assessment, job finding or employment supports, or</b></p> <p><b>An Associate’s degree in rehabilitation, business, marketing or field related to rehabilitation, business or marketing and 2 years of documented experience</b></p> |         |

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|  |                |   | <p><b>related to job assessment, job finding or employment supports; or An Associate’s degree or higher in any field and 5 years of experience that can be verified related to job assessment, job finding or employment supports;</b><br/>                     *Complete <b>Completion of</b> required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders, including training in providing a situational vocational assessment.<br/> <b>•If transporting participants, have a valid driver’s license and automobile insurance.</b></p>  |         |
| <b>Service Definition – Nutritional Consultation</b> |                |   |   |         |
|  |                | <p>Service Definition:</p> <p>Nutritional Consultation provides assistance to participants with an identified food allergy, food sensitivity, or a serious nutritional deficiency, which can include inadequate food and overeating. Nutritional Consultation assists the participant and/or their families and caregivers in developing a diet and planning meals that meet the participant’s nutritional needs while avoiding any problem foods that have been identified by a physician. Telephone consultation is allowable a) if the driving distance between the provider and the participant is greater than 30 miles; b) if telephone consultation is provided according to a plan for nutritional consultation services based on an in-person assessment of the participant’s nutritional needs; and c) if telephone consultation is indicated in the participant’s ISP. If the participant receives Behavioral Specialist Services, the services delivered must be consistent with the participant’s behavioral support plan and crisis intervention plan. This service does not include the purchase of food.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Provider Specifications:</p> | <p>Service Definition:</p> <p>Nutritional Consultation provides assistance to participants with an identified food allergy, food sensitivity, or a serious nutritional deficiency, which can include inadequate food and overeating. Nutritional Consultation assists the participant and/or their families and caregivers in developing a diet and planning meals that meet the participant’s nutritional needs while avoiding any problem foods that have been identified by a physician. Telephone consultation is allowable a) if the driving distance between the provider and the participant is greater than 30 miles; b) if telephone consultation is provided according to a plan for nutritional consultation services based on an in-person assessment of the participant’s nutritional needs; and c) if telephone consultation is indicated in the participant’s ISP. If the participant receives Behavioral Specialist Services, the services delivered must be consistent with the participant’s behavioral support plan and crisis intervention plan. This service does not include the purchase of food.</p> <p><b>Travel time may not be billed by the provider as a discrete unit of this service.</b></p> <p><b>This service may be delivered in Pennsylvania and in states contiguous to Pennsylvania.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> |         |

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|  |                | <p>- Dietician-Nutritionist<br/>License (specify): Title 49 PA Code Chapter 21, subchapter G<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>In addition to licensure, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>- Dietician-Nutritionist Agency<br/>License (specify): Title 49 PA Code Chapter 21, subchapter G<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>In addition to licensure, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> | <p>Provider Specifications:</p> <p>Individuals</p> <p>- Dietician-Nutritionist<br/>License (specify): Title 49 PA Code Chapter 21, subchapter G<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b></p> <p>In addition to licensure, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>- Dietician-Nutritionist Agency<br/>License (specify): Title 49 PA Code Chapter 21, subchapter G<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b></p> <p>In addition to licensure, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> |         |
| <b>Service Definition – Residential Habilitation</b> |                |  |   |         |
|  |                | <p>Service Definition:</p> <p>Residential habilitation assists individuals in acquiring, retaining,</p>  | <p>Service Definition:</p> <p>Residential habilitation assists individuals in acquiring, retaining, and improving</p>   |         |

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|     |                | <p>and improving the communication, socialization, self-direction, self-help, and adaptive skills necessary to reside in the community. This service also includes any necessary assistance in performing activities of daily living (i.e., bathing, dressing, eating, mobility, and using the toilet) and instrumental activities of daily living (i.e., communication, survival skills, cooking, housework, shopping, money management, time management, and use of transportation). The intent of this service, however, is to reduce the need for direct personal assistance by improving the participant’s capacity to perform these tasks independently. This service includes transportation to community activities not included in the Medicaid State Plan or other services in this waiver. Transportation costs are built into the rate for this service. Residential Habilitation does not include payment for room or board.</p> <p>Residential Habilitation services must be necessary to achieve the expected outcomes identified in the participant’s ISP. The Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met and to modify the ISP as necessary. The review must include an assessment of the participant’s progress, identification of needs, and plans to address those needs. Residential Habilitation is provided in a licensed facility not owned by the participant or a family member. Residential Habilitation is provided in two types of licensed facilities:</p> <ul style="list-style-type: none"> <li>•Community Homes (Group Settings) licensed under Title 55 Pennsylvania Code Chapter 6400; and</li> <li>•Family Living Homes licensed under Title 55 Pennsylvania Code Chapter 6500.</li> </ul> <p>If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. Residential</p> | <p>the communication, socialization, self-direction, self-help, and adaptive skills necessary to reside in the community <b>when services provided in a more integrated setting cannot meet the participant’s health and safety needs.</b> This service also includes any necessary assistance in performing activities of daily living (i.e., bathing, dressing, eating, mobility, and using the toilet) and instrumental activities of daily living (i.e., communication, survival skills, cooking, housework, shopping, money management, time management, and use of transportation). The intent of this service, however, is to reduce the need for direct personal assistance by improving the participant’s capacity to perform these tasks independently. This service includes transportation to community activities not included in the Medicaid State Plan or other services in this waiver.</p> <p>Transportation costs are built into the rate for this service.</p> <p>Residential Habilitation does not include payment for room or board.</p> <p>Residential Habilitation services must be necessary to achieve the expected outcomes identified in the participant’s ISP. <b>Prior to Residential Habilitation services being authorized, the SC, in collaboration with the ISP team, must justify the need for Residential Habilitation services by completing a Residential Habilitation Request Form. This process is designed to ensure that services are provided in the most integrated environment.</b></p> <p>The Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met and to modify the ISP as necessary. The review must include an assessment of the participant’s progress, identification of needs, and plans to address those needs.</p> <p>Residential Habilitation is provided in a licensed facility not owned by the participant or a family member. Residential Habilitation is provided in two types of licensed facilities:</p> <ul style="list-style-type: none"> <li>•Community Homes (Group Settings) licensed under Title 55 Pennsylvania Code</li> </ul> |         |

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|     |                | <p>Habilitation includes collecting and recording the data necessary to support review of the ISP and the behavioral support plan.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>If the participant is receiving Residential Habilitation services(Community Home or Family Living Home), Community Inclusion may only be provided outside of the participant's residence.</p> <p>Provider Specifications:</p> <ul style="list-style-type: none"> <li>- Residential Provider (Community Home)<br/>License (specify): Community Home Title 55 PA Code Chapter 6400</li> <li>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.</li> <li>Community Homes must have a licensed capacity to serve four or fewer residents.</li> <li>For all provider types, individuals furnishing this service must: <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders, and meet requirements of Title 55 PA Code Chapter 6400.</li> </ul> </li> <li>The Residential Habilitation facility must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service</li> <li>- Family Living Provider<br/>License (specify): Title 55 PA Code Chapter 6500</li> <li>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.</li> </ul> | <p>Chapter 6400; and</p> <ul style="list-style-type: none"> <li>•Family Living Homes licensed under Title 55 Pennsylvania Code Chapter 6500.</li> </ul> <p>If the participant receives <del>Behavioral Specialist</del> <b>Specialized Skill Development Services</b>, this service includes implementation of the behavioral support plan (<b>BSP</b>) <del>and, if necessary, the crisis intervention plan (CIP),</del> <b>and/or the Systematic Skill Building plan (SBP)</b>. Residential Habilitation includes collecting and recording the data necessary to support review of the ISP, <b>the BSP and the SBP</b> <del>and the behavioral support plan.</del></p> <p><b>Residential Habilitation Services must be delivered in Pennsylvania.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p><del>If the A</del> <b>A participant who</b> is receiving Residential Habilitation services <del>in a Community Home or Family Living Home</del> <b>where that participant is the only person receiving services in that home may not also receive Specialized Skill Development/Community Support on the same day the participant is receiving Residential Habilitation (Community Home) consistent with BAS policy.</b> <del>Community Inclusion only be provided outside of the participant's residence.</del></p> <p>Provider Specification</p> <ul style="list-style-type: none"> <li>- Residential Provider (Community Home)<br/>License (specify): Community Home Title 55 PA Code Chapter 6400</li> <li>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b></li> <li><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b></li> <li>Community Homes must have a licensed capacity to serve four or fewer residents.</li> </ul> |         |

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|                                     |                | <p>For all provider types, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders, and meeting all requirements of Title 55 PA Code Chapter 6500.</li> </ul> | <p>For all provider types, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• <b>If transporting participants, have a valid driver's license and automobile insurance.</b> <del>Have a valid driver's license and automobile insurance</del></li> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders, and meet requirements of Title 55 PA Code Chapter 6400.</li> </ul> <p>The Residential Habilitation facility must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service</p> <p>- Family Living Provider<br/>License (specify): Title 55 PA Code Chapter 6500<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b></p> <p>For all provider types, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• <b>If transporting participants, have a valid driver's license and automobile insurance.</b> <del>Have a valid driver's license and automobile insurance</del></li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders, and meeting all requirements of Title 55 PA Code Chapter 6500.</li> </ul> |         |
| <b>Service Definition – Respite</b> |                |   |  |         |
|                                     |                | <p>Service Definition:</p> <p>Respite provides planned or emergency short-term relief to a participant's unpaid caregiver when the caregiver is temporarily unavailable to provide supports due to non-routine</p>  | <p>Service Definition:</p> <p>Respite provides planned or emergency short-term relief to a participant's unpaid caregiver when the caregiver is temporarily unavailable to provide supports due to non-routine circumstances. Respite may be provided either in</p>  |         |

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|     |                | <p>circumstances. Respite may be provided either in or out of the participant’s home. Respite services facilitate the participant’s social interaction, use of natural supports and typical community services available to all people, and participation in volunteer activities.</p> <p>This service includes activities to improve the participant’s capacity to perform activities of daily living (i.e., bathing, dressing, eating, mobility, and using the toilet) and instrumental activities of daily living (i.e., communication, survival skills, cooking, housework, shopping, money management, time management, and use of transportation). Respite includes on-site modeling of behavior, behavior support, intensive behavior episode intervention, training, cueing, and/or supervision. To the degree possible, the respite provider must maintain the participant’s schedule of activities.</p> <p>If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. The service includes collecting and recording the data necessary to support review of the Individual Support Plan and the behavioral support plan.</p> <p>Respite services are not available to people who receive Residential Habilitation. Respite services may not be provided at the same time that Community Inclusion, Day Habilitation, Supported Employment, or Transitional Work Services is provided. This service does not include room and board when delivered in the participant’s home. Federal financial participation is not claimed for the cost of room and board except when provided as part of respite care furnished in a facility approved by the State that is not a private residence.</p> <p>Respite is provided as follows:</p> | <p>or out of the participant’s home. Respite services facilitate the participant’s social interaction, use of natural supports and typical community services available to all people, and participation in volunteer activities.</p> <p>This service includes activities to improve the participant’s capacity to perform activities of daily living (i.e., bathing, dressing, eating, mobility, and using the toilet) and instrumental activities of daily living (i.e., communication, survival skills, cooking, housework, shopping, money management, time management, and use of transportation). Respite includes on-site modeling of behavior, behavior support, intensive behavior episode intervention, training, cueing, and/or supervision. To the degree possible, the respite provider must maintain the participant’s schedule of activities.</p> <p>If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. The service includes collecting and recording the data necessary to support review of the Individual Support Plan and the behavioral support plan.</p> <p>Respite services <b>(15 minute unit services only)</b> may not be provided at the same time that Community Inclusion <del>Support</del>, Day Habilitation, Supported Employment <b>(when provided directly to the participant)</b>, or Transitional Work Services is provided. This service does not include room and board when delivered in the participant’s home. Federal financial participation is not claimed for the cost of room and board except when provided as part of respite care furnished in a facility approved by the State that is not a private residence.</p> <p><b>Travel time may not be billed by the provider as a discrete unit of this service.</b></p> <p>Respite is provided as follows:</p> <ul style="list-style-type: none"> <li>•In the participant’s home or out of the home in units of 15 minutes. Intended to provide short-term respite. Respite does not include room and board when provided in the participant’s home.</li> <li>•Out of the home in units of a day which is defined as 10 or more hours of out of home respite. Intended to provide overnight respite. Respite services when</li> </ul> |         |

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|     |                | <p>•In the participant’s home or out of the home in units of 15 minutes. Intended to provide short-term respite. Respite does not include room and board when provided in the participant’s home.</p> <p>•Out of the home in units of a day which is defined as 10 or more hours of out of home respite. Intended to provide overnight respite. Respite services when provided outside the home include room and board.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Expenditure for Respite is limited to 30 times the per diem rate for overnight respite per year, with the year starting on the ISP plan effective date. This limit provides up to 30 days or 290 hours of Respite per year. The participant may receive both hourly and daily respite during the year as long as the amount of respite does not exceed the amount approved on the participant’s ISP. This limitation generally would not impact participant’s health and welfare. In the event that respite services would be needed beyond the above limits in order to assure health and welfare, based on the familys request or provider assessment that additional services would be needed, the Supports Coordinator will convene an ISP meeting of the participant, and other team members to explore alternative resources to assure the participant’s health and welfare through other supports and services.</p> <p>Provider Specifications:</p> <p>- Family Living Home<br/>License (specify): Title 55 PA Code Chapter 6500<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.</p> <p>For all provider types, individuals furnishing this service must:</p> | <p>provided outside the home include room and board.</p> <p><b>This service may be delivered in Pennsylvania and in states contiguous to Pennsylvania.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Expenditure for Respite is limited to 30 times the <del>per diem</del> <b>day unit</b> rate for <del>overnight</del> respite <b>in a licensed facility</b> per year, with the year starting on the ISP plan effective date. <del>This limit provides up to 30 days or 290 hours of Respite per year.</del> The participant may receive both hourly and daily respite during the year as long as the amount of respite does not exceed the amount approved on the participant’s ISP. This limitation generally would not impact participant’s health and welfare. In the event that respite services would be needed beyond the above limits in order to assure health and welfare, based on the family’s request or provider assessment that additional services would be needed, the Supports Coordinator will convene an ISP meeting of the participant, and other team members to explore alternative resources to assure the participant’s health and welfare through other supports and services.</p> <p>Provider Specifications:</p> <p>- Family Living Home<br/>License (specify): Title 55 PA Code Chapter 6500<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p>For all provider types, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> </ul> |         |

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|     |                | <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>-Agency Community Home<br/>License (specify): Title 55 PA Code Chapter 6400<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>For all provider types, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>-Agency Respite Provider<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>For all provider types, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> | <ul style="list-style-type: none"> <li>• <b>If transporting participants, have a valid Driver's license and automobile insurance.</b> <del>Have a valid driver's license and automobile insurance</del></li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>-Agency Community Home<br/>License (specify): Title 55 PA Code Chapter 6400<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b><br/>For all provider types, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• <b>If transporting participants, have a valid driver's license and automobile insurance.</b> <del>Have a valid driver's license and automobile insurance</del></li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>-Agency Respite Provider<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b><br/>For all provider types, individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• <b>If transporting participants, have a valid driver's license and automobile</b></li> </ul> |         |

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|  |                |   | <p><b>insurance.</b></p> <ul style="list-style-type: none"> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul>  |         |
| <b>Service Definition – Supported Employment</b> |                |   |  |         |
|  |                | <p>Service Definition:</p> <p>Supported Employment provides ongoing assistance in developing the communication, socialization, self-direction, self-help, and adaptive skills necessary to maintain employment in a community setting. This service provides ongoing assistance in maintaining employment. The Job Finding service is available to help participant’s identify and obtain a position of employment. Supported Employment services are provided for persons who, because of their disability, need intensive ongoing support to perform in a work setting. The intent of this service is to reduce the need for assistance by improving the participant’s capacity to work independently.</p> <p>Payment will be made only for the support and training of the participant’s receiving waiver services as a result of their disabilities. Payment will not be made for supervisory activities rendered as a normal part of the business setting nor will payment be made for adaptations employers would be expected to provide for other employees not receiving supported employment. The cost of transportation provided by staff to and from job sites is included in the rate paid to the program provider.</p> <p>Supported Employment must be necessary to achieve the expected outcomes identified in the participant’s ISP. The</p> | <p>Service Definition:</p> <p>Supported Employment <b>services</b> provides ongoing assistance in developing the <del>communication, socialization, self-direction, self-help, and adaptive skills necessary to maintain employment in a community setting. This service provides ongoing assistance in maintaining employment. The Job Finding service is available to help participant’s identify and obtain a position of employment. Supported Employment services are provided for persons who, because of their disability, need intensive ongoing support to perform in a work setting. The intent of this service is to reduce the need for assistance by improving the participant’s capacity to work independently.</del> <b>are individualized services to provide assistance to participants who need ongoing support to maintain a job in a competitive employment arrangement in an integrated work setting in a position that meets a participant’s personal and career goals. Participants receiving Supported Employment services must be compensated at or above the minimum wage and receive not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by employees without disabilities.</b></p> <p><del>Payment will be made only for the support and training of the participants receiving waiver services as a result of their disabilities. Payment will not be made for supervisory activities rendered as a normal part of the business setting nor will payment be made for adaptations employers would be expected to provide for other employees not receiving supported employment. The cost of transportation provided by staff to and from job sites is included in the rate paid to the program provider.</del></p> |         |

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|     |                | <p>Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met and to modify the ISP as necessary. The review must include an assessment of the participant's progress, identification of needs, and plans to address those needs. It is the participant and supported employment services providers responsibility to notify the Supports Coordinator of any changes in the employment activities.</p> <p>If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. This service includes collecting and recording the data necessary to support review of the ISP and the behavioral support plan.</p> <p>Documentation is maintained in the file of each individual receiving this service to satisfy state assurances that the service does not include services which are otherwise available to the participant under the Rehabilitation Act of 1973, as amended, or Individuals with Disabilities Education and Improvement Act (IDEA). Supported Employment may not be provided at the same time that quarter hourly-reimbursed Respite, Day Habilitation, Community Inclusion, or Transitional Work Services is provided.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Total combined hours for Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services are limited to 50 hours in a calendar week. Participants living in the community should be able to have their needs met within the 50 hour limitation on the combination of Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services. A participant whose needs exceed 50 hours a week will</p> | <p><del>Supported Employment must be necessary to achieve the expected outcomes identified in the participants ISP. The Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met and to modify the ISP as necessary. The review must include an assessment of the participants progress, identification of needs, and plans to address those needs. It is the participant and supported employment services providers responsibility to notify the Supports Coordinator of any changes in the employment activities.</del></p> <p><b>Supported Employment may also be used to support a participant who is self-employed to provide ongoing assistance, counseling and guidance once the business has been launched. The Career Planning service is available to support a participant to establish a self-employment business.</b></p> <p><b>Supported Employment is specific to the participant and can be provided both directly to the participant and indirectly for the benefit of the participant. For instance, if the participant has lost skills, or requirements of the job are expected to change, or a co-worker providing natural supports is leaving, the employer may wish to consult with the Supported Employment provider in person, by phone, by email or by text, regarding how best to address that issue and effectively support the participant.</b></p> <p><b>Supported Employment may include personal assistance as an incidental component of the service.</b></p> <p>If the participant receives <b>Specialized Skill Development</b> Behavioral Specialist services, the Supported Employment service includes implementation of the behavioral support plan (<b>BSP</b>) <del>and, if necessary,</del> the crisis intervention plan (<b>CIP</b>), <b>and/or the Systematic Skill Building plan (SBP)</b>. The Supported Employment service includes collecting and recording the data necessary to support review of the <b>Individual Support Plan (ISP), the BSP and the SBP.</b> <del>and the behavioral support plan.</del></p> <p><b>Travel time may not be billed by the provider as a discrete unit of this service.</b></p> |         |

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|     |                | <p>be evaluated by BAS to determine if the participant’s health and welfare cannot be assured within the 50 hour limitation. If the participant’s health and welfare cannot be assured, the Supports Coordinator will explore the following to ensure health and welfare:</p> <ul style="list-style-type: none"> <li>• Accessing additional natural supports (e.g., assistance of family or local community organizations);</li> <li>• Seeking services through non-waiver resources such as State Plan services or local community agencies; or</li> <li>• Accessing residential habilitation services.</li> </ul> <p>Provider Specifications:</p> <p>- Supported Employment Agency<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>Completed required vocational training developed by the Bureau of Autism Services<br/>The Supported Employment Agency must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.</p> | <p><b>Supported Employment may be delivered in Pennsylvania and in states contiguous to Pennsylvania.</b></p> <p><b>Supported Employment includes two components: Intensive Job Coaching and Extended Employment Supports.</b></p> <p><b><u>Intensive Job Coaching</u> includes onsite job training and skills development, assisting the participant with development of natural supports in the workplace, coordinating with employers, coworkers (including developing coworker supports) and customers, as necessary, to assist the participant in meeting employment expectations and addressing issues as they arise, such as training the participants in using public transportation to and from the place of employment. Supported Employment services do not include payment for supervision, training, support and adaptations typically available to other workers without disabilities filling similar positions in the business.</b></p> <p><b>Intensive Job Coaching provides on-the-job training and support to assist participants in stabilizing in a supported or self-employment situation. Intensive Job Coaching supports participants who require on-the-job support for more than 20% of their work week at the outset of the service, with the expectation that the need for support will diminish during the Intensive Job Coaching period (at which time, Extended Employment Supports will be provided if ongoing support is needed).</b></p> <p><b>Intensive Job Coaching at the same employment site must be reauthorized after 6 months and may only be reauthorized twice, for a total of 18 consecutive months of Job Coaching support for the same position. A participant who needs Intensive Job Coaching at the same employment site for more than 18 consecutive months must request an exception to the limit consistent with BAS policy.</b></p> <p><b>Intensive Job Coaching may be reauthorized for the same location after a period of Extended Employment Supports, due to a change in circumstances (such as, but not limited to, new job responsibilities, personal life changes, or</b></p> |         |

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|     |                |                  | <p>a change of supervisor).</p> <p><b>Extended Employment Supports</b> are ongoing support available for an indefinite period as needed by the participant for 20% or less of their work week. Extended Employment Supports are available to support participants in maintaining their paid employment position or self-employment situation. This may include reminders of effective workplace practices and reinforcement of skills gained prior to employment or during the period of Intensive Job Coaching, coordinating with employers or employees and coworkers (including maintaining coworker supports). At least 1 visit per month to the participant at the work place is required in order to understand the current circumstances at the job site and to evaluate the participant's level of need for the Supported Employment service, firsthand. This monthly monitoring will inform the employment supports provided by this service.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p><b>Intensive Job Coaching</b> may be authorized every 6 months for a total of 18 consecutive months.</p> <p><b>Extended Employment Supports</b> may be authorized up to a maximum of 240 hours per year, with the year starting on the ISP authorization date.</p> <p><b>Supported Employment</b> services cannot be provided in facilities that are not a part of the general workplace.</p> <p><b>Supported Employment</b> does not include payment for supervision, training, support and adaptations typically available to other workers without disabilities filling similar positions in the workplace.</p> <p>The total combined hours for Community <del>Support Inclusion</del>, Day Habilitation, Transitional Work Services and Supported Employment services (<b>Intensive Job Coaching, Direct and Extended Employment Supports, Direct</b>) are limited to 50 hours in a calendar week. <del>Participants living in the community should be able to</del></p> |         |

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|     |                |                  | <p>have their needs met within the 50 hour limitation on the combination of Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services. A participant whose needs exceed 50 hours a week <b>must request an exception to the limit consistent with BAS policy.</b> will be evaluated by BAS to determine if the participants health and welfare cannot be assured within the 50 hour limitation. If the participants health and welfare cannot be assured, the Supports Coordinator will explore the following to ensure health and welfare:</p> <ul style="list-style-type: none"> <li>• Accessing additional natural supports (e.g., assistance of family or local community organizations);</li> <li>• Seeking services through non-waiver resources such as State Plan services or local community agencies; or</li> <li>• Accessing residential habilitation services.</li> </ul> <p>Supported Employment (<b>when provided directly to the participant</b>) may not be provided at the same time that quarter hourly-reimbursed Respite, Day Habilitation, Community Inclusion <del>Support</del>, or Transitional Work Services is provided.</p> <p><b>Supported Employment services may not be rendered under the waiver until it has been verified that the services are not available to the participant under a program funded by either the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act of 2014, or the Individuals with Disabilities Education Act.</b></p> <p><b>Federal Financial Participation is not claimed for incentive payments, subsidies or unrelated vocational training expenses such as the following:</b></p> <ul style="list-style-type: none"> <li>• Incentive payments made to an employer to encourage or subsidize the employer's participation in Supported Employment services; or</li> <li>• Payments that are passed through to users of Supported Employment services.</li> </ul> <p>Provider Specifications:</p> <p>- Supported Employment Agency</p> |         |

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|   |                |  | <p>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/> <b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/>                     The Supported Employment Agency must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of the Supported Employment service.<br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b><br/>                     Individuals furnishing Supported Employment must:<br/>                     • Be age 18 or older<br/>                     • Have a high school diploma or equivalent<br/>                     • <b>If transporting participants, have a valid driver’s license and automobile insurance.</b> <del>Have a valid driver’s license and automobile insurance</del><br/>                     • Complete <b>all</b> required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders <b>and have</b> completed required vocational training developed <b>or approved</b> by the Bureau of Autism Services.</p> |         |
| <b>Service Definition – Supports Coordination</b> |                |  |   |         |
|   |                | <p>Service Definition:<br/><br/>                     Supports Coordination involves the location, coordination, and monitoring of needed services and supports. The Supports Coordinator assists participants in obtaining and coordinating needed waiver and other State plan services, as well as housing, medical, social, vocational, and other community services, regardless of funding source.<br/><br/>                     The maximum caseload for a Supports Coordinator is 35 waiver participants, including participants in other Pennsylvania HCBS waivers, unless the requirement is waived by BAS in order to ensure a sufficient supply of Supports Coordinators in the</p> | <p>Service Definition:<br/><br/>                     Supports Coordination involves the location, coordination, and monitoring of needed services and supports. The Supports Coordinator assists participants in obtaining and coordinating needed waiver and other State plan services, as well as housing, medical, social, vocational, and other community services, regardless of funding source.<br/><br/>                     The maximum caseload for a Supports Coordinator is 35 waiver participants, including participants in other Pennsylvania HCBS waivers, unless the requirement is waived by BAS in order to ensure a sufficient supply of Supports Coordinators in the waiver.</p>  |         |

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|     |                | <p>waiver.</p> <p>The service includes both the development of an Individual Support Plan (ISP) and ongoing supports coordination as follows:</p> <p>1) Initial Plan Development:</p> <p>The Supports Coordinator:</p> <p>a) Conducts assessments to inform service planning, including i) the Scales of Independent Behavior-Revised (SIB-R) to assess each individuals strengths and needs regarding independent living skills and adaptive behavior; ii) for participants living with family members, the Parental Stress Scale to evaluate the total stress a family caregiver feels based on the combination of the participants' and caregivers' characteristics; and iii) assessment information on the ISP form regarding the persons desired goals and health status. The Supports Coordinator completes the SIB-R and receives the Parental Stress Scale in advance of the initial ISP meeting. The assessment information on the ISP form is completed during the ISP team meeting described in Appendix D-1-d.</p> <p>b) Develops an initial ISP using a person centered planning approach to help the planning team develop a comprehensive ISP to meet the participant's identified needs in the least restrictive manner possible. The planning team includes the Supports Coordinator, the participant, and other individuals the participant chooses. The Supports Coordinator also ensures participant choice of providers by providing information to ensure participants make fully informed decisions.</p> <p>Initial Plan Development includes Supports Coordination to facilitate community transition for individuals who received Medicaid-funded institutional services (i.e., ICF/ID, ICF/ORC,</p> | <p>The service includes both the development of an Individual Support Plan (ISP) and ongoing supports coordination as follows:</p> <p>1) Initial Plan Development:</p> <p>The Supports Coordinator:</p> <p>añ)*Conducts assessments to inform service planning, including i) the Scales of Independent Behavior-Revised (SIB-R) to assess each participant's strengths and needs regarding independent living skills and adaptive behavior; ii) for participants living with family members, the Parental Stress Scale to evaluate the total stress a family caregiver feels based on the combination of the participants' and caregivers' characteristics; and iii) assessment information on the ISP form regarding the persons desired goals and health status. The Supports Coordinator completes the SIB-R and receives the Parental Stress Scale in advance of the initial ISP meeting. The assessment information on the ISP form is completed during the ISP team meeting described in Appendix D-1-d.</p> <p>ḅ)* Develops an initial ISP using a person centered planning approach to help the planning team develop a comprehensive ISP to meet the participant's identified needs in the least restrictive manner possible. The planning team includes the Supports Coordinator, the participant, and other individuals the participant chooses.</p> <p>*The Supports Coordinator also ensures participant choice of <b>services and providers</b> by providing information to ensure participants make fully informed decisions.</p> <p>*Initial Plan Development includes Supports Coordination to facilitate community transition for individuals who received Medicaid-funded institutional services (i.e., ICF/ID, ICF/ORC, nursing facility, and Institution for Mental Disease) and who lived in an institution for at least 90 consecutive days prior to their transition to the waiver. Supports Coordination activities for people leaving institutions must be coordinated with and must not duplicate institutional discharge planning.</p> <p><b>* Assisting the participant and his or her representative with finding, arranging for, and obtaining services specified in an Individual Support Plan (ISP)</b></p> |         |

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|     |                | <p>nursing facility, and Institution for Mental Disease) and who lived in an institution for at least 90 consecutive days prior to their transition to the waiver. Supports Coordination activities for people leaving institutions must be coordinated with and must not duplicate institutional discharge planning.</p> <p>2) Ongoing Supports Coordination: Upon completion of the initial plan, the Supports Coordinator:</p> <p>a) Provides ongoing monitoring of the services included in the participant’s ISP as described in Appendix D-2-a of the waiver. The Supports Coordinator must meet the participant in person no less than quarterly to ensure the participant’s health and welfare, to review the participant’s progress, to ensure that the ISP is being implemented as written, and to assess whether the team needs to revise the ISP. Within each year, at least one visit must occur in the participant’s home. At least one visit must occur in a location outside the home where the participant receives services, if services are furnished outside the home. In addition, the Supports Coordinator must contact the participant, his or her guardian, or a representative designated by the participant in the ISP at least monthly, or more frequently as necessary to ensure the participant’s health and welfare. These contacts may also be made in person. If the participant receives Behavioral Specialist Services, the Supports Coordinator ensures the participant’s Behavioral Support Plan and Crisis Intervention Plan are consistent with the ISP, and reconvenes the planning team if necessary.</p> <p>b) Reconvenes the planning team to conduct a comprehensive review of the ISP at least annually. The Supports Coordinator completes the SIB-R, the Parental Stress Scale, and the assessment information on the ISP form as part of the comprehensive review.</p> <p>c) At least annually, the Supports Coordinator assists the</p> | <p><b>* Informs participants about and facilitates access to unpaid, informal, local, generic, and specialized non-waiver services and supports that may address the identified needs of the participant and help the participant achieve the goals specified in the ISP;</b></p> <p><b>* Provides information to participants on the right to a fair hearing and assists with fair hearing requests when needed and upon request;</b></p> <p><b>* Assists participants in gaining access to needed services;</b></p> <p><b>* Assists participants in participating in civic duties.</b></p> <p>2) Ongoing Supports Coordination:<br/>Upon completion of the initial plan, the Supports Coordinator:</p> <p>a) <b>*Provides ongoing monitoring of the services included in the participant’s ISP as described in Appendix D-2-a of the waiver. The Supports Coordinator must meet the participant in person no less than quarterly to ensure the participant’s health and welfare, to review the participant’s progress, to ensure that the ISP is being implemented as written, and to assess whether the team needs to revise the ISP. Within each year, at least one visit must occur in the participant’s home. At least one visit must occur in a location outside the home where the participant receives services, if services are furnished outside the home. In addition, the Supports Coordinator must contact the participant, his or her guardian, or a representative designated by the participant in the ISP at least monthly, or more frequently as necessary to ensure the participant’s health and welfare. These contacts may also be made in person.</b></p> <p><b>*If the participant receives Behavioral Specialist Services, the Supports Coordinator ensures the participant’s Behavioral Support Plan and Crisis Intervention Plan are consistent with the ISP, and reconvenes the planning team if necessary.</b></p> <p><b>b) *Reconvenes the planning team to conduct a comprehensive review of the ISP at least annually or sooner if a participant’s needs change or if a participant requests that the planning team be reconvened.</b></p> <p><b>*Reviews participant progress on goals/objectives and initiates ISP team discussions or meetings when services are not achieving desired outcomes.</b></p> <p><b>*The Supports Coordinator annually completes the SIB-R, the Parental Stress Scale, and the assessment information on the ISP form as part of the comprehensive review. The Supports Coordinator will use information from</b></p> |         |

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|     |                | <p>participant’s physician in completing the level of care re-evaluation as necessary.</p> <p>If a participant refuses Supports Coordination services, BAS staff will perform the Supports Coordination tasks described in this waiver to assure health and welfare of the participant.</p> <p>Supports Coordination Agencies must use HCSIS to maintain case records that document the following for all individuals receiving Supports Coordination:</p> <ol style="list-style-type: none"> <li>1) The name of the individual.</li> <li>2) The dates of the Supports Coordination services.</li> <li>3) The name of the provider agency (if relevant) and the person providing the Supports Coordination.</li> <li>4) The nature, content, units of the case management services received and whether goals specified in the ISP have been achieved.</li> <li>5) Whether the individual has declined services included in the ISP.</li> <li>6) The need for, and occurrences of, coordination with other Supports Coordinators or case managers.</li> <li>7) A timeline for obtaining needed services.</li> <li>8) A timeline for reevaluation of the ISP.</li> </ol> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Support Coordination may not duplicate payments made to public agencies or private entities under the Medicaid State plan or other program authorities. A participant’s Supports Coordination Agency may not provide any other waiver services for that individual, with the exception of Community Transition Services, Assistive Technology, and Environmental Modifications. A participant’s Supports Coordination Agency may not have a</p> | <p><b>the assessments, as well as any additional assessments completed based on the unique needs of the participant, to revise the ISP to address all of the participant’s needs.</b></p> <p>⇒ *At least annually, the Supports Coordinator assists the participant’s physician in completing the level of care re-evaluation as necessary.</p> <p><b>* Informs participants about and facilitates access to unpaid, informal, local, generic, and specialized non-waiver services and supports that may address the identified needs of the participant and help achieve the goals specified in the ISP</b></p> <p><b>* Provides information to participants on the right to a fair hearing and assists with fair hearing requests when needed and upon request</b></p> <p><b>*Assists participants in participating in civic duties.</b></p> <p><b>*Coordinates ISP planning with providers of service to ensure there are no gaps in service or inconsistencies between services; coordinates with other entities, resources and programs as necessary to ensure all areas of the participant’s needs are addressed; and contacts family, friends, and other community members as needed to facilitate coordination of the participant’s natural support network</b></p> <p><b>* Assists with resolving barriers to service delivery</b></p> <p><b>* Keeps participants and others who are responsible for planning and implementation of non-waiver services included in the ISP informed of participant’s progress and changes that may affect those services</b></p> <p><b>* Responds to and assesses emergency situations and incidents and assures that appropriate actions are taken to protect the health and welfare of participants</b></p> <p><b>*Arranges for modifications of services and service delivery, as necessary to address the needs of the participant, and modifies the ISP accordingly</b></p> <p><b>*Works with BAS on the authorization of services on an ongoing basis and when BAS identifies issues with requested services</b></p> <p><b>*Communicates the authorization status of services to ISP team members, as appropriate</b></p> <p><b>This service can be delivered in Pennsylvania and in states contiguous to Pennsylvania</b></p> |         |

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|     |                | <p>fiduciary relationship with providers of the participant’s other waiver services, except for Community Transition Services, Assistive Technology, and Environmental Modifications.</p> <p>Supports Coordination services to facilitate transition from an institution to the community are limited to services provided within 180 days of the person leaving the facility.</p> <p>Provider Specifications:</p> <ul style="list-style-type: none"> <li>- Supports Coordination Agency</li> </ul> <p>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.</p> <p>Individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Have at least a Bachelors degree in Education, Psychology, Social Work, or other related social sciences.</li> <li>• Have either 1) at least three years experience providing case management for people with disabilities or 2) at least three years experience working with people with autism spectrum disorders</li> <li>• Complete required training developed by the Bureau of Autism Services for Supports Coordination for people with autism spectrum disorders, including training in needs assessment and person-centered planning</li> </ul> | <p><b>Travel time may not be billed by the provider as a discrete unit of this service</b></p> <p>If a participant refuses Supports Coordination services, BAS staff will perform the Supports Coordination tasks described in this waiver to assure health and welfare of the participant.</p> <p>Supports Coordination Agencies must use HCSIS to maintain case records that document the following for all individuals receiving Supports Coordination:</p> <ol style="list-style-type: none"> <li>1) The name of the individual.</li> <li>2) The dates of the Supports Coordination services.</li> <li>3) The name of the provider agency (if relevant) and the person providing the Supports Coordination.</li> <li>4) The nature, content, units of the case management services received and whether goals specified in the ISP have been achieved.</li> <li>5) Whether the individual has declined services included in the ISP.</li> <li>6) The need for, and occurrences of, coordination with other Supports Coordinators or case managers.</li> <li>7) A timeline for obtaining needed services.</li> <li>8) A timeline for reevaluation of the ISP.</li> </ol> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Support Coordination may not duplicate payments made to public agencies or private entities under the Medicaid State plan or other program authorities. A participant’s Supports Coordination Agency may not provide any other waiver services for that individual, with the exception of Community Transition Services, Assistive Technology, <b>Home Modifications</b> and <del>Environmental-Vehicle Modifications</del>. A participant’s Supports Coordination Agency may not have a fiduciary relationship with providers of the participant’s other waiver services, except for Community Transition Services, Assistive Technology, <b>Home Modifications</b> and <del>Environmental Vehicle</del> Modifications.</p> <p>Supports Coordination services to facilitate transition from an institution to the community are limited to services provided within 180 days of the person</p> |         |

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|   |                |   | <p>leaving the facility.</p> <p>Provider Specifications:</p> <ul style="list-style-type: none"> <li>- Supports Coordination Agency</li> <li>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b></li> <li><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b></li> <li><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b></li> </ul> <p>Individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Have at least a Bachelor's degree in Education, Psychology, Social Work, or other related social sciences.</li> <li>• Have either 1) at least three years' experience providing case management for people with disabilities or 2) at least three years' experience working with people with autism spectrum disorders</li> <li>• <b>If transporting participants, have a valid driver's license and automobile insurance.</b></li> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services for Supports Coordination for people with autism spectrum disorders, including training in needs assessment and person-centered planning</li> </ul> |         |
| <b>Service Definition – Temporary Crisis Services</b> |                |   |   |         |
|   |                | <p>Service Definition:</p> <p>Temporary Crisis services provide additional staff in the short term at a time of crisis for a participant when it has been determined that the participant's health and welfare is in jeopardy and existing supports and services cannot be provided without additional staff assistance. This service is intended for those unforeseen circumstances which trigger a need for a time limited increase in support.</p> | <p>Service Definition: <b>Temporary Supplemental services</b></p> <p>Temporary <del>Crisis</del> <b>Supplemental</b> services provide additional staff in the short term <del>at a time of crisis for a participant</del> when it has been determined that the participant's health and welfare is in jeopardy and <b>needed-existing</b> supports and services cannot be provided without additional staff assistance. This service is intended for those unforeseen circumstances which trigger a need for a time limited increase in support.</p>  |         |

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|     |                | <p>Temporary Crisis services staff support the family and existing services to assist the participant in stabilizing following a crisis and implementing the behavioral support plan. The need for the Temporary Crisis services will be determined by BAS based on information and documentation from the Supports Coordinator, the Behavioral Specialist and other members of the ISP team including the participant and family.</p> <p>BAS reviews the continued need for the Temporary Crisis services staff based on data and information received from the SC, Behavioral Specialist, participant and other team members, including the family, at least weekly. When it has been determined by the Behavioral Specialist and other team members that the participant has been stabilized, the Temporary Crisis services will cease.</p> <p>This service may be furnished in a participant’s home and at other community locations where the participant is receiving supports and services in order to assist in transitioning from a crisis status and assure health and welfare.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Services are limited to 540 hours in a twelve-month period beginning with the ISP authorization date. This service is intended to be temporary emergency assistance and not to be an ongoing service. When authorizing this service, BAS will require a review of service implementation, and if necessary, modification of the participant’s Behavioral Support plan in order to prevent the need for this service in the future. If a participant is experiencing numerous events which require this service, the Supports Coordinator will explore the following to</p> | <p><b>This service is intended for circumstances such as unplanned stressful life events which increase a participant’s risk of a crisis event (such as the recent loss of a family member), or to support a participant to return to baseline following a recent crisis event, which triggered a need for a time-limited increase in support.</b></p> <p>Temporary <del>Crisis</del> <b>Supplemental</b> services staff support the family, <b>informal support network</b> and existing services providers to assist the participant in stabilizing following a crisis and implementing the behavioral support plan in <b>avoiding a participant’s entering into crisis or in stabilizing a participant following a crisis. If the participant receives Behavioral Specialist Services, this service includes implementing the behavioral support plan.</b> The need for Temporary <del>Crisis</del> <b>Supplemental</b> services will be determined by BAS based on information and documentation from the Supports Coordinator, the Behavioral Specialist <b>(if the participant receives Behavioral Specialist services), clinicians involved in the participant’s care</b> and other members of the ISP team including the participant and family <b>or representative and family.</b></p> <p>BAS reviews the continued need for Temporary <del>Crisis</del> <b>Supplemental</b> services based on data and information received from the Supports Coordinator, Behavioral Specialist <b>(if the participant receives Behavioral Specialist services), clinicians involved in the participant’s care, the participant and other team members, including the family or representative,</b> at least weekly. When it has been determined by <del>the Behavioral Specialist and other</del> the team members that the participant has been stabilized, the Temporary <del>Crisis</del> <b>Supplemental</b> services will cease.</p> <p>This service may be furnished in a participant’s home and at other community locations where the participant is receiving supports and services in order to assist <b>the participant with avoiding entering in to a crisis status or transitioning from a crisis status and to assure health and welfare. If the participant receives Specialized Skill Building services, this service includes implementation of the behavioral support plan (BSP), the crisis intervention plan (CIP) and/or the Systematic Skill Building plan (SBP). This service includes collecting and recording the data necessary to support review of the</b></p> |         |

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|     |                | <p>ensure health and welfare:<br/>                     * Accessing additional natural supports (e.g., assistance of family or local community organizations);<br/>                     * Seeking services through non-waiver resources such as State Plan services or local community agencies; or<br/>                     * Accessing residential habilitation services.</p> <p>In addition, the team and BAS will invoke the risk management procedures to determine if the participant's health and welfare can be assured by this waiver.</p> <p>Provider Specifications:</p> <p>- Day Habilitation Provider<br/>                     Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>                     Temporary Crisis services staff must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>Temporary Crisis agencies provider staff must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.</p> <p>-Agency Community Inclusion Agency<br/>                     Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>                     Temporary Crisis services staff must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> </ul> | <p><b>Individual Support Plan (ISP), the BSP and the SBP.</b></p> <p><b>A participant receiving Residential Habilitation in a Community Home (Chapter 6400) who needs additional staff support while receiving Residential Habilitation Services on an ongoing basis after Temporary Supplemental services are exhausted may request a change in the Residential Habilitation level.</b></p> <p><b>Travel time may not be billed by the provider as a discrete unit of this service.</b></p> <p><b>This service may be delivered in Pennsylvania and in states contiguous to Pennsylvania.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Services are limited to 540 hours in a twelve-month period beginning <b>on the date this service was first authorized</b> <del>with the ISP authorization date. This service is intended to be temporary emergency assistance and not to be an ongoing service. When authorizing this service, BAS will require a review of service implementation, and if necessary, modification of the participant's Behavioral Support plan in order to prevent the need for this service in the future.</del> <b>This service is used in response to an urgent, temporary need, therefore, it would not typically be included in an ISP during annual renewal, but be added through the Critical Revision process as needed.</b></p> <p>If a participant is experiencing numerous events which require this service, the Supports Coordinator will explore the following to ensure health and welfare:<br/>                     * Accessing additional natural supports (e.g., assistance of family or local community organizations);<br/>                     * Seeking services through non-waiver resources such as State Plan services or local community agencies; or<br/>                     * Accessing residential habilitation services.</p> |         |

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|     |                | <ul style="list-style-type: none"> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>Temporary Crisis agencies provider staff must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.</p> <p>- Residential Habilitation Provider<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Temporary Crisis services staff must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>Temporary Crisis agencies provider staff must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.</p> <p>-Agency Family Living Home Provider<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Temporary Crisis services staff must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>Temporary Crisis agencies provider staff must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.</p> | <p>In addition, the team and BAS will invoke the risk management procedures to determine if the participant's health and welfare can be assured by this waiver.</p> <p>Provider Specifications:</p> <p>- Day Habilitation Provider<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b></p> <p>Temporary Crisis agencies must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.<br/>Temporary Crisis services staff must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> <li>• <b>If transporting participants, have a valid driver's license and automobile insurance.</b></li> </ul> <p>-Agency <del>Community Inclusion</del> <b>Specialized Skill Development Provider Agency</b><br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b></p> <p>Temporary Crisis agencies must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.<br/>Temporary Crisis services staff must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> </ul> |         |

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|     |                |                  | <ul style="list-style-type: none"> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> <li>• <b>If transporting participants, have a valid driver’s license and automobile insurance.</b></li> </ul> <p>- Residential Habilitation Provider<br/>                     Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p>Temporary Crisis agencies provider staff must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.<br/>                     Temporary Crisis services staff must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> <li>• <b>If transporting participants, have a valid driver’s license and automobile insurance.</b></li> </ul> <p>-Agency Family Living Home Provider<br/>                     Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p>Temporary Crisis agencies provider staff must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service.<br/>                     Temporary Crisis services staff must:</p> |         |

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|                                       |                |   | <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> <li>• <b>If transporting participants, have a valid driver’s license and automobile insurance.</b></li> </ul>  |         |
| <b>Service Definition – Therapies</b> |                |   |  |         |
|                                       |                | <p>Service Definition:</p> <p>Therapies are services provided by health care professionals that enable individuals to increase or maintain their ability to perform activities of daily living. Therapies in this waiver are limited to:</p> <ol style="list-style-type: none"> <li>1. Occupational therapy by a registered occupational therapist based on documentation of a prescription for a specific therapy program by a physician. Occupational therapy can include independent evaluations of a participant’s assistive technology or environmental modification needs, as described in the definitions of Assistive Technology and Environmental Modifications.</li> <li>2. Speech/language therapy provided by a licensed speech therapist or certified audiologist upon examination and recommendation by a certified or certification-eligible audiologist or a licensed speech therapist.</li> <li>3. Counseling provided by a licensed psychologist, licensed psychiatrist, licensed social worker, licensed professional counselor, or licensed marriage and family therapist.</li> </ol> <p>Therapy services are direct services provided to assist individuals in the acquisition, retention, or improvement of skills necessary for the individual to live and work in the community, and must be attached to an individualized outcome. The need for the service must be evaluated on a periodic basis, at least annually</p> | <p>Service Definition:</p> <p>Therapies are services provided by health care professionals that enable individuals to increase or maintain their ability to perform activities of daily living. Therapies in this waiver are limited to:</p> <ol style="list-style-type: none"> <li><del>1. Occupational therapy by a registered occupational therapist based on documentation of a prescription for a specific therapy program by a physician. Occupational therapy can include independent evaluations of a participant’s assistive technology or environmental modification needs, as described in the definitions of Assistive Technology and Environmental Modifications.</del></li> <li><b>21.</b> Speech/language therapy provided by a licensed speech therapist or certified audiologist upon examination and recommendation by a certified or certification-eligible audiologist or a licensed speech therapist.</li> <li><b>32.</b> Counseling provided by a licensed psychologist, licensed psychiatrist, licensed social worker, licensed professional counselor, or licensed marriage and family therapist.</li> </ol> <p>Therapy services are direct services provided to assist individuals in the acquisition, retention, or improvement of skills necessary for the individual to live and work in the community, and must be attached to an individualized outcome. The need for the service must be evaluated on a periodic basis, at least annually or more frequently as needed as part of the ISP process. This evaluation must review whether the individual continues to require the current level of authorized services and that the service continues to result in positive outcomes for the individual. It is recognized, however, that long-term Therapy services may be necessary due to an individual’s extraordinary medical or</p> |         |

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|     |                | <p>or more frequently as needed as part of the ISP process. This evaluation must review whether the individual continues to require the current level of authorized services and that the service continues to result in positive outcomes for the individual. It is recognized, however, that long-term Therapy services may be necessary due to an individuals extraordinary medical or behavioral conditions. The need for long-term Therapy services must be documented in the individuals ISP.</p> <p>Therapies do not duplicate services under the State plan due to difference in scope, frequency and duration of services and to specific provider experience and training required to accommodate the individuals disability.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Medical Assistance, Medicare and private insurance-compensable services cannot be provided through the Medicaid Waiver unless these services are denied by the individuals health care plan(s). Therapies will be provided under the State Plan until the State Plan limitations have been reached.</p> <p>Provider Specifications:</p> <ul style="list-style-type: none"> <li>- Occupational Therapy</li> <li>License (specify): Title 49, PA Code, Chapter 42</li> <li>Other Standard (specify): Agencies providing Waiver services will have a signed Medical Assistance Provider Agreement.</li> <li>•The provider standards in the Medicaid state plan will apply.</li> <li>•In addition, individuals providing these services must complete required training developed by BAS regarding services for people with ASD.</li> </ul> <p>-Individual Counseling</p> | <p>behavioral conditions. The need for long-term Therapy services must be documented in the individuals ISP.</p> <p>Therapies do not duplicate services under the State plan due to difference in scope, frequency and duration of services and to specific provider experience and training required to accommodate the individual’s disability.</p> <p><b>Travel time may not be billed by the provider as a discrete unit of this service.</b></p> <p><b>The therapy services can be delivered in Pennsylvania and in states contiguous to Pennsylvania.</b></p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Medical Assistance, Medicare and private insurance-compensable services cannot be provided through the Medicaid Waiver unless these services are denied by the participant’s health care plan(s). Therapies will be provided under the State Plan until the State Plan limitations have been reached.</p> <p>Provider Specifications:</p> <ul style="list-style-type: none"> <li><del>-Occupational Therapy</del></li> <li><del>License (specify): Title 49, PA Code, Chapter 42</del></li> <li><del>Other Standard (specify): Agencies providing Waiver services will have a signed Medical Assistance Provider Agreement.</del></li> <li><del>•The provider standards in the Medicaid state plan will apply.</del></li> <li><del>•In addition, individuals providing these services must complete required training developed by BAS regarding services for people with ASD.</del></li> </ul> <ul style="list-style-type: none"> <li>-Individual Counseling</li> <li>License (specify): Psychologist-Title 49 PA Code Chapter 41</li> <li>Psychiatrist-Title 49 PA Code Chapter 17</li> <li>Social Worker-Title 49 PA Code Chapter 47</li> <li>Marriage and Family Therapist-Title 49 PA Code Chapter 48</li> </ul> |         |

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|     |                | <p>License (specify): Psychologist-Title 49 PA Code Chapter 41<br/>                     Psychiatrist-Title 49 PA Code Chapter 17<br/>                     Social Worker-Title 49 PA Code Chapter 47<br/>                     Marriage and Family Therapist-Title 49 PA Code Chapter 48<br/>                     Professional Counselor-Title 49 PA Code Chapter 49<br/>                     Other Standard (specify): Individuals providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>                     The provider standards in the Medicaid state plan will apply.<br/>                     •In addition, individuals providing these services must complete required training developed by BAS regarding services for people with ASD.</p> <p>-Individual Speech/Language Therapy<br/>                     License (specify): Title 49, PA Code, Chapter 45<br/>                     Other Standard (specify): Individuals providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>                     •The provider standards in the Medicaid state plan will apply.<br/>                     •In addition, individuals providing these services must complete required training developed by BAS regarding services for people with ASD.</p> <p>-Individual Occupational Therapy<br/>                     License (specify): Title 49 PA Code, Chapter 42<br/>                     Other Standard (specify): Individuals providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>                     •The provider standards in the Medicaid state plan will apply.<br/>                     •In addition, individuals providing these services must complete required training developed by BAS regarding services for people with ASD.</p> <p>-Agency Speech/Language Therapy<br/>                     License (specify): Title 49 PA Code, Chapter 45<br/>                     Other Standard (specify): Agencies providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>                     •The provider standards in the Medicaid state plan will apply.</p> | <p>Professional Counselor-Title 49 PA Code Chapter 49<br/>                     Other Standard (specify): Individuals providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/> <b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b><br/>                     •The provider standards in the Medicaid state plan will apply.<br/>                     •In addition, individuals providing these services must complete required training developed <b>or approved</b> by BAS regarding services for people with ASD.</p> <p>-Individual Speech/Language Therapy<br/>                     License (specify): Title 49, PA Code, Chapter 45<br/>                     Other Standard (specify): Individuals providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/> <b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/> <b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker's compensation insurance when required by Pennsylvania statute.</b><br/>                     •The provider standards in the Medicaid state plan will apply.<br/>                     •In addition, individuals providing these services must complete required training developed <b>or approved</b> by BAS regarding services for people with ASD.</p> <p><del>-Individual Occupational Therapy<br/>                     License (specify): Title 49 PA Code, Chapter 42<br/>                     Other Standard (specify): Individuals providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>                     •The provider standards in the Medicaid state plan will apply.<br/>                     •In addition, individuals providing these services must complete required training developed by BAS regarding services for people with ASD.</del></p> |         |

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|  |                | <p>•In addition, individuals providing these services must complete required training developed by BAS regarding services for people with ASD.</p> <p>-Agency Counseling<br/>License (specify): Psychologist-Title 49 PA Code Chapter 41<br/>Psychiatrist-Title 49 PA Code Chapter 17<br/>Social Worker-Title 49 PA Code Chapter 47<br/>Marriage and Family Therapist-Title 49 PA Code Chapter 48<br/>Professional Counselor-Title 49 PA Code Chapter 49<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>•The provider standards in the Medicaid state plan will apply.<br/>•In addition, individuals providing these services must complete required training developed by BAS regarding services for people with ASD.</p> | <p>-Agency Speech/Language Therapy<br/>License (specify): Title 49 PA Code, Chapter 45<br/>Other Standard (specify): Agencies providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p>•The provider standards in the Medicaid state plan will apply.<br/>•In addition, individuals providing these services must complete required training developed <b>or approved</b> by BAS regarding services for people with ASD.</p> <p>-Agency Counseling<br/>License (specify): Psychologist-Title 49 PA Code Chapter 41<br/>Psychiatrist-Title 49 PA Code Chapter 17<br/>Social Worker-Title 49 PA Code Chapter 47<br/>Marriage and Family Therapist-Title 49 PA Code Chapter 48<br/>Professional Counselor-Title 49 PA Code Chapter 49<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b></p> <p>•The provider standards in the Medicaid state plan will apply.<br/>•In addition, individuals providing these services must complete required training developed <b>or approved</b> by BAS regarding services for people with ASD.</p> |         |
| <b>Service Definition – Transitional Work Services</b> |                |  |  |         |
|  |                | Service Definition:  | Service Definition:  |         |

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|     |                | <p>Transitional Work Services provide community employment opportunities in which the participant is working alongside other people with disabilities. The intent of this service is to support individuals in transition to integrated, competitive employment. Transitional Work Services may not be provided in a facility subject to Title 55, Chapter 2380 or Chapter 2390 regulations. Transitional Work Services do not include Supported Employment services.</p> <p>Transitional work service options include: mobile work force, work station in industry, affirmative industry, and enclave. A Mobile Work Force uses teams of individuals, supervised by a training/job supervisor, who conduct service activities away from an agency or facility. The provider agency contracts with an outside organization or business to perform maintenance, lawn care, janitorial services, or similar tasks and the individuals are paid by the provider. A Work Station in Industry involves individual or group training of individuals at an industry site. Training is conducted by a provider training/job supervisor or by a representative of the industry, and is phased out as the individual(s) demonstrate job expertise and meet established production rates. Affirmative Industry is operated as an integrated business, where disabled and non-disabled employees work together to carry out the job functions of the business. Enclave is a business model where disabled individuals are employed by a business/industry to perform specific job functions while working alongside non-disabled workers.</p> <p>Transitional Work Services must be necessary to achieve the expected outcomes identified in the participant’s ISP. The Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met, to ensure the participant is aware of employment options, and to modify the ISP as necessary. The review must include an assessment of the participant’s progress,</p> | <p>Transitional Work Services provide community employment opportunities in which the participant is working alongside other people with disabilities. The intent of this service is to support individuals in transition to <del>integrated,</del> competitive <b>integrated</b> employment. Transitional Work Services may not be provided in a facility subject to Title 55, Chapter 2380 or Chapter 2390 regulations. Transitional Work Services do not include Supported Employment services.</p> <p>Transitional work service options include: mobile work force, work station in industry, affirmative industry, and enclave. A Mobile Work Force uses teams of individuals, supervised by a training/job supervisor, who conduct service activities away from an agency or facility. The provider agency contracts with an outside organization or business to perform maintenance, lawn care, janitorial services, or similar tasks and the individuals are paid by the provider. A Work Station in Industry involves individual or group training of individuals at an industry site. Training is conducted by a provider training/job supervisor or by a representative of the industry, and is phased out as the individual(s) demonstrate job expertise and meet established production rates. Affirmative Industry is operated as an integrated business, where disabled and non-disabled employees work together to carry out the job functions of the business. Enclave is a business model where disabled individuals are employed by a business/industry to perform specific job functions while working alongside non-disabled workers.</p> <p>Transitional Work Services must be necessary to achieve the expected outcomes identified in the participant’s ISP. The Supports Coordinator must review this service at least quarterly, in conjunction with the participant, to assure that expected outcomes are met, to ensure the participant is aware of employment options, and to modify the ISP as necessary. The review must include an assessment of the participant’s progress, identification of needs, and plans to address those needs. It is the participant’s and services providers’ responsibility to notify the Supports Coordinator of any changes in the employment activities and to provide the Supports Coordinator with copies of the referenced evaluation. The cost of transportation provided by staff to and from job sites is included in the rate paid to the program provider.</p> |         |

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|     |                | <p>identification of needs, and plans to address those needs. It is the participant and services providers responsibility to notify the Supports Coordinator of any changes in the employment activities and to provide the Supports Coordinator with copies of the referenced evaluation. The cost of transportation provided by staff to and from job sites is included in the rate paid to the program provider.</p> <p>If the participant receives Behavioral Specialist Services, this service includes implementation of the behavioral support plan and, if necessary, the crisis intervention plan. The service includes collecting and recording the data necessary to support review of the ISP and the behavioral support plan.</p> <p>Documentation is maintained in the file of each individual receiving this service to satisfy state assurances that the service does not include services which are otherwise available to the participant under the Rehabilitation Act of 1973, as amended, or Individuals with Disabilities Education and Improvement Act (IDEA). Transitional Work Services may not be provided at the same time that quarter hourly-reimbursed Respite, Day Habilitation, Community Inclusion, or Supported Employment service is provided.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Total combined hours for Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services are limited to 50 hours in a calendar week. Participants living in the community should be able to have their needs met within the 50 hour limitation on the combination of Community Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services. A participant whose needs exceed 50 hours a week will be evaluated by BAS to determine if the</p> | <p>If the participant receives <del>Behavioral Specialist Services</del> <b>Specialized Skill Development services</b>, this service includes implementation of the behavioral support plan <b>(BSP), the crisis intervention plan (CIP) and/or the Systematic Skill Building plan (SBP)</b> and, if necessary, <del>the crisis intervention plan</del>. The service includes collecting and recording the data necessary to support review of the ISP, <b>BSP and the SBP</b>. <del>and the behavioral support plan.</del></p> <p><del>Documentation is maintained in the file of each individual receiving this service to satisfy state assurances that the service does not include services which are otherwise available to the participant under the Rehabilitation Act of 1973, as amended, or Individuals with Disabilities Education and Improvement Act (IDEA).</del></p> <p><b>Transitional Work services as defined in the AAW are not available in Pennsylvania through the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act of 2014. For this reason, Transitional Work services do not require a referral to OVR prior to authorization on the ISP.</b></p> <p>Transitional Work Services may not be provided at the same time that quarter hourly-reimbursed Respite, Day Habilitation, Community <b>Support</b> <del>Inclusion</del>, or Supported Employment service <b>(when provided directly to the participant)</b> is provided.</p> <p>Specify applicable (if any) limits on the amount, frequency, or duration of this service:</p> <p>Total combined hours for <b>Specialized Skill Development/Community Support</b> <del>Community Inclusion</del>, Day Habilitation, Supported Employment <b>(Intensive Job Coaching, Direct and Extended Employment Supports, Direct)</b> and Transitional Work Services are limited to 50 hours in a calendar week <b>A participant whose needs exceed 50 hours a week must request an exception to the limit consistent with BAS policy.</b> <del>living in the community should be able to have their needs met within the 50 hour limitation on the combination of Community</del></p> |         |

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|     |                              | <p>participant’s health and welfare cannot be assured within the 50 hour limitation. If the participant’s health and welfare cannot be assured, the Supports Coordinator will explore the following to ensure health and welfare:</p> <ul style="list-style-type: none"> <li>• Accessing additional natural supports (e.g., assistance of family or local community organizations);</li> <li>• Seeking services through non-waiver resources such as State Plan services or local community agencies; or</li> <li>• Accessing residential habilitation services.</li> </ul> <p>Provider Specifications:</p> <p>- Transitional Work Services Agency<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement.<br/>Individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>The Transitional Work Services Agency must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service</p> | <p><del>Inclusion, Day Habilitation, Supported Employment, and Transitional Work Services. A participant whose needs exceed 50 hours a week will be evaluated by BAS to determine if the participants health and welfare cannot be assured within the 50 hour limitation. If the participants health and welfare cannot be assured, the Supports Coordinator will explore the following to ensure health and welfare:</del></p> <ul style="list-style-type: none"> <li><del>• Accessing additional natural supports (e.g., assistance of family or local community organizations);</del></li> <li><del>• Seeking services through non-waiver resources such as State Plan services or local community agencies; or</del></li> <li><del>• Accessing residential habilitation services.</del></li> </ul> <p>Provider Specifications:</p> <p>- Transitional Work Services Agency<br/>Other Standard (specify): Agencies Providing Waiver services will have a signed Medical Assistance Provider Agreement <b>and a signed Adult Autism Waiver Supplemental Provider Agreement.</b><br/><b>Carry commercial general liability insurance, professional liability errors and omissions insurance and worker’s compensation insurance when required by Pennsylvania statute.</b><br/><b>Have a waiver service location in Pennsylvania or a state contiguous to Pennsylvania.</b></p> <p>Individuals furnishing this service must:</p> <ul style="list-style-type: none"> <li>• Be age 18 or older</li> <li>• <b>If transporting participants, have a valid driver’s license and automobile insurance.</b> <del>• Have a valid driver’s license and automobile insurance</del></li> <li>• Have a high school diploma or equivalent</li> <li>• Complete required training developed <b>or approved</b> by the Bureau of Autism Services regarding services for people with autism spectrum disorders.</li> </ul> <p>The Transitional Work Services Agency must have automobile insurance for all automobiles owned, leased, and/or hired used as a component of this service</p> |         |
|     | C-2-f:<br>Open Enrollment of | BAS developed provider informational materials, which have been widely distributed to providers and provider associations and are available upon request. BAS presents regularly to   | BAS developed provider informational materials, which have been widely distributed to providers and provider associations and are available upon request. BAS presents regularly to provider organizations to increase  |         |

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|                   | Providers.  | provider organizations to increase awareness of the waiver and outreach to individual providers who are already serving consumers with a developmental disability (both adults and children). BAS has staff that specifically focuses on provider recruitment. They have increased provider enrollment by contacting providers and provider associations proactively, focusing on areas of greatest need. Information regarding provider qualifications and the provider enrollment process are available on the DPW Web site and providers interested in providing waiver services may contact BAS at any time with questions. Staff provide technical assistance to providers in preparing an enrollment application. If a provider applies, BAS staff determine whether the provider meets the provider qualification criteria outlined in this waiver. (Training required by BAS is available at no cost to the provider.) If the provider meets the criteria, BAS notifies the Office of Medical Assistance Programs, which executes a Medical Assistance Provider Agreement with the provider. | awareness of the waiver and outreach to individual providers who are already serving consumers with a developmental disability (both adults and children). BAS has staff that specifically focuses on provider recruitment. They have increased provider enrollment by contacting providers and provider associations proactively, focusing on areas of greatest need. Information regarding provider qualifications and the provider enrollment process are available on the <del>DPW</del> <b>DHS</b> Web site and providers interested in providing waiver services may contact BAS at any time with questions. Staff provide technical assistance to providers in preparing an enrollment application. If a provider applies, BAS staff determine whether the provider meets the provider qualification criteria outlined in this waiver. (Training required by BAS is available at no cost to the provider.) If the provider meets the criteria, BAS notifies the Office of Medical Assistance Programs, which executes a Medical Assistance Provider Agreement with the provider. |         |
| <b>Appendix D</b> |   |  |   |         |
|                   | D-1: Service Plan<br>Development<br>b. Service Plan<br>Development<br>Safeguards. | Supports Coordination agencies may also provide Community Transition Services, Assistive Technology, and Environmental Modifications, and may subcontract with providers of these services as an Organized Health Care Delivery System as specified in Appendix I-3-g-ii. We anticipate these services will be used by a small number of participants. The participant may choose any provider for these services and is not limited to his or her Supports Coordination agency. BAS requires the Supports Coordination Agency to provide a document signed by the participant or his or her representative stating their understanding of the choice of providers available to them. BAS also reviews all ISPs to ensure that the needs of the participant are being addressed and that providers other than Supports Coordination agencies are not excluded from providing service.  | Supports Coordination agencies may also provide Community Transition Services, Assistive Technology, <del>Environmental Modifications</del> <b>Home Modifications, and Vehicle Modifications</b> , and may subcontract with providers of these services as an Organized Health Care Delivery System as specified in Appendix I-3-g-ii. <del>We</del> <b>BAS continues to</b> anticipate these services will be used by a small number of participants. The participant may choose any provider for these services, <b>either directly enrolled or through any OHCDs</b> , and is not limited to his or her Supports Coordination agency. BAS requires the Supports Coordination Agency to provide a document signed by the participant or his or her representative stating their understanding of the choice of providers available to them. BAS also reviews all ISPs to ensure that the needs of the participant are being addressed and that providers other than Supports Coordination agencies are not excluded from providing service.   |         |
|                   | D-1: Service  | The waiver participant, or his/her legal representative, selects   | The <del>waiver participant, or his/her legal representative, selects the people</del>  |         |

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|     | <p>Plan Development<br/>c. Supporting the Participant in Service Plan Development.</p> | <p>the people involved in the individual’s planning process other than the Supports Coordinator (SC). The planning team could include siblings, other family members, neighbors, friends, service providers, or others. The participant selects the Supports Coordination Agency, and may request a particular SC. If the requested SC is not available, they may request another SC. However, there may be times when an agency may assign a SC if the requested SC is not available (e.g., serving the maximum number of participants) or if the participant has no preference. As with all services in the Waiver, the participant has the right to appeal if he/she feels their Supports Coordination needs are not being met.</p> <p>The planning team participates in all ISP development meetings, which occur at least annually and after a change in the participant’s needs. The SC collaborates with the participant to share logistical information for meetings to ensure the full planning team can participate.</p> <p>To ensure the planning team is aware of all provider options, BAS maintains an on-line Services and Supports directory that includes all provider agencies certified to provide Adult Autism Waiver services, their contact information, and services available from each agency. BAS updates the Services and Supports directory on a real-time basis to ensure participants have up-to-date information regarding available providers. The SC provides each participant and the planning team a copy of the Services and Supports directory at each ISP development meeting. Participants may receive the full Services and Supports directory at any time upon request.</p> | <p><del>involved in the individual’s planning process other than the Supports Coordinator (SC). The planning team could include siblings, other family members, neighbors, friends, service providers, or others. The participant selects the Supports Coordination Agency, and may request a particular SC. If the requested SC is not available, they may request another SC. However, there may be times when an agency may assign a SC if the requested SC is not available (e.g., serving the maximum number of participants) or if the participant has no preference. As with all services in the Waiver, the participant has the right to appeal if he/she feels their Supports Coordination needs are not being met.</del></p> <p><del>The planning team participates in all ISP development meetings, which occur at least annually and after a change in the participant’s needs. The SC collaborates with the participant to share logistical information for meetings to ensure the full planning team can participate.</del></p> <p><del>To ensure the planning team is aware of all provider options, BAS maintains an on-line Services and Supports directory that includes all provider agencies certified to provide Adult Autism Waiver services, their contact information, and services available from each agency. BAS updates the Services and Supports directory on a real-time basis to ensure participants have up-to-date information regarding available providers. The SC provides each participant and the planning team a copy of the Services and Supports directory at each ISP development meeting. Participants may receive the full Services and Supports directory at any time upon request.</del></p> <p><b>The participant and representative (if applicable) drive the ISP process to the extent they choose and are able to do so. The Supports Coordinator will encourage meaningful participation of the participant and the participant’s representative (if applicable) in the ISP process. In assisting the participant to understand the process and who participates in it, and to understand the options for services and service delivery, the Supports Coordinator supports the participant and representative (if applicable) in using tools to be effective in leading and meaningfully participating in the development of the ISP. These may include accommodations for cultural considerations.</b></p> |         |

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|     |                |                  | <p>The ISP must be understandable to the participant and the individuals supporting him or her. It must be written in plain language and in a manner that is accessible to the participant and the participant’s representative (if applicable) and in a manner that is accessible to the participant and the participant’s representative (if applicable) if the participant and the participant’s representative (if applicable) are limited English proficient.</p> <p>If the participant uses an alternate means of communication or if his or her primary language is not English, the information-gathering and ISP development process will utilize his or her primary means of communication, an interpreter, or someone who has a close enough relationship with the participant to accurately convey what the participant is communicating.</p> <p>The ISP process includes the following:</p> <p><b>(A) Selection of a Supports Coordination Agency</b><br/>                     BAS offers the participant the choice of all enrolled Supports Coordination Agencies once the participant is determined eligible for the waiver and assists the participant with choosing a Supports Coordination Agency. The participant selects the Supports Coordination Agency and may request a particular Supports Coordinator. If the requested Supports Coordinator is not available, the participant may request another Supports Coordinator. However, there may be times when an agency may assign a Supports Coordinator if the requested Supports Coordinator is not available (e.g., serving the maximum number of participants) or if the participant has no preference. The participant may also change his or her provider of Supports Coordination services at any time.</p> <p>If the participant refuses the Supports Coordination service, BAS staff provide Supports Coordination.</p> <p><b>(B) Use of Person Centered Planning</b><br/>                     A participant's Individual Support Plan (ISP) is developed using Person Centered-Planning principles to ensure that the participant’s preferences, choices, strengths, needs and desired goals drive the design and</p> |         |

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|     |   |   | <p><b>implementation of the support plan. Person-Centered Planning identifies and organizes information that focuses on a participant's strengths, choices, and preferences. It involves bringing together people the participant chooses to have involved in the planning process. Person-centered planning assists the participant with exercising his or her rights to determine what services the participant needs and determine his or her future to the extent the participant is capable and willing to do so and supports personal growth.</b></p> <p><b>Resources are available for participants through BAS's online training platform and the DHS web site which describe the service planning and delivery process, available services and providers, and rights and safeguards.</b></p> <p><b>(C) Choosing Who Participates in the ISP Process.</b></p> <p><b>The participant and representative (if applicable) with the support of the Supports Coordinator, determines who should be involved in the development of the ISP.</b> The ISP team includes the participant, his or her legal representative, and other individuals the participant has selected, including providers, family members, friends or others who are familiar with the participant.</p> |         |
|     | <p>D-1: Service Plan Development<br/>d. Service Plan Development Process.</p> | <p>(a) Who develops the plan, who participates in the process, and the plans timing:</p> <p>The Supports Coordinator (SC) is responsible for developing the ISP. The SC works with the planning team, which also includes the participant, his or her legal representative, and other individuals the participant selected including providers.</p> <p>BAS notifies the participant when the participant is determined eligible for the Adult Autism Waiver, and works with the participant to choose an SC agency. If the participant refuses the SC service, BAS staff provide Supports Coordination. The SC convenes the planning team within 20 business days of the selection of a SC agency in order to develop the ISP. The ISP must be completed within 45 calendar days of selection of a SC</p> | <p>(A) Who Develops The Plan, Who Participates In The Process, And The <del>plans</del> <b>Timing Of The Plan</b></p> <p>The Supports Coordinator is responsible for developing the ISP <del>—The SC works in collaboration</del> <b>with the planning team. The participant and representative (if applicable) will lead the person-centered planning process with the support provided by the SC as described in Appendix D-1-c.</b></p> <p><del>The SC convenes the planning team within 20 business days of the selection of a SC agency in order to develop the ISP. The ISP must be completed within 45 calendar days of selection of a SC agency. These time requirements may be extended for circumstances beyond the Support Coordinator's control with prior approval from BAS. ISPs must be updated at least annually and after a change in the participant's needs.</del></p>   |         |

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|     |                | <p>agency. These time requirements may be extended for circumstances beyond the Support Coordinator’s control with prior approval from BAS. ISPs must be updated at least annually and after a change in the participant’s needs.</p> <p>(b) Types of assessments conducted to support the planning process, including securing information about participant needs, preferences, goals, and health status</p> <p>The SC uses the Scales of Independent Behavior-Revised (SIB-R) to assess each individual’s strengths and needs regarding independent living skills and adaptive behavior. The SIB-R also identifies risk factors related to challenging behaviors, such as behavior harmful to self or others. The SIB-R takes approximately an hour to complete and is conducted face-to-face with the participant (and a proxy such as a family member if the individual cannot communicate verbally). The SIB-R is completed in advance of the initial ISP development, and at least annually thereafter.</p> <p>The SC uses the Quality of Life Questionnaire (QoLQ) developed by Schalock et al. to measure whether the waiver is improving the participant’s quality of life. This questionnaire is a face-to-face interview with the participant or proxy and is conducted at the same time as the SIB-R. It takes approximately 30 minutes to complete.</p> <p>If the individual lives with his or her family, the family caregiver completes a Parental Stress Scale (PSS) assessment, which evaluates the total stress a family caregiver feels based on the combination of the participants’ and caregivers’ characteristics. The family caregiver completes the PSS in advance and gives the completed questionnaire to the SC. It takes approximately 30 minutes to complete. The PSS is also completed in advance of the initial ISP development, and at least annually thereafter.</p> | <p><b>The initial ISP is developed when a participant enrolls in the waiver and is updated annually thereafter during the Annual Review Plan process. In addition, the ISP can be revised at any time if needed in response to changing needs, goals or choices of the participant. The Supports Coordinator is responsible for developing ISPs by performing the following activities in accordance with the specific requirements and timeframes established by BAS:</b></p> <p><b>A supports coordinator shall complete the following activities when developing an initial ISP:</b></p> <ol style="list-style-type: none"> <li><b>(1) Coordinate information gathering and assessment activities which include the administration of required assessments prior to the initial ISP meeting.</b></li> <li><b>(2) Within 20 days of selection of the Supports Coordination Agency, collaborate with the participant and persons designated by the participant to determine a date, time and location for the initial ISP meeting that is convenient for the participant.</b></li> <li><b>(3) Distribute invitations to ISP team members prior to the initial ISP meeting.</b></li> <li><b>(4) Facilitate the ISP meeting.</b></li> <li><b>(5) Obtain agreement with the ISP and signatures documenting agreement from the participant, persons designated by the participant, and providers responsible for the plan’s implementation.</b></li> <li><b>(6) Submit the ISP to BAS for approval and authorization within 45 calendar days of selection of a Supports Coordination Agency. This timeframe may be extended for circumstances beyond the Support Coordinator’s control with prior approval from BAS.</b></li> <li><b>(7) If BAS requests revisions of the ISP, resubmit the amended ISP for approval and authorization within 7 days of the date BAS requested that the ISP be revised.</b></li> <li><b>(8) Distribute the ISP to the ISP team members, including the participant and representative (if applicable), who do not have access to HCSIS within 14 days of its approval and authorization, in a manner chosen by the team member.</b></li> </ol> <p><b>The Supports Coordinator shall complete the following activities as needed during the comprehensive annual review of the ISP according to the timelines</b></p> |         |

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|     |                | <p>The ISP form, completed during the planning meeting, collects information about the person’s desired goals and the person’s health status to inform service planning.</p> <p>(c) How the participant is informed of the services that are available under the waiver</p> <p>To ensure the participant is aware of all service options, BAS provides each participant a list of Adult Autism Waiver services with brief, easy-to-understand definitions for each service when the person is determined eligible for the Adult Autism Waiver. The service list is available at any time upon request and available on the Internet.</p> <p>(d) How the plan development process ensures that the service plan addresses participant goals, needs (including health care needs), and preferences</p> <p>The ISP document includes a summary of outcomes that 1) reflect the individual’s preferences, 2) represent desired changes or important things that should be maintained, 3) make a difference in the individual’s life, 4) address all services outside the waiver services including health care needs and informal supports and services, and 5) signify a shared commitment to take action.</p> <p>The ISP outlines the actions and supports necessary for the individual to achieve his or her outcomes. The standardized ISP format contains the following sections relevant to a participant’s goals, needs, and preferences:</p> <ul style="list-style-type: none"> <li>• Individual Preferences – Like And Admire, Know And Do, Desired Activities, Important To, What Makes Sense</li> <li>• Medical – Medications/Supplements (And Treatments),</li> </ul> | <p><b>specified in 55 Pa. Code §51.29:</b></p> <ol style="list-style-type: none"> <li><b>(1) Coordinate information gathering and assessment activities which includes the administration of assessments</b></li> <li><b>(2) Collaborate with the participant and persons designated by the participant to coordinate a date, time and location for the annual review ISP meeting that is convenient for the participant.</b></li> <li><b>(3) Distribute invitations to ISP team members before the annual review ISP meeting.</b></li> <li><b>(4) Facilitate the ISP meeting.</b></li> <li><b>(5) Obtain signatures from the participant, persons designated by the participant, and providers responsible for the plan’s implementation to document their agreement with the ISP.</b></li> <li><b>(6) Submit the ISP to BAS for approval and authorization</b></li> <li><b>(7) If BAS requests revision of the ISP, resubmit the amended ISP for approval and authorization</b></li> <li><b>(8) Distribute the ISP to the ISP team members, including the participant and representative (if applicable), who do not have access to HCSIS, in a manner chosen by the team member.</b></li> </ol> <p><b>The Supports Coordinator shall complete the following activities when an ISP needs to be revised at a time other than the annual review:</b></p> <ol style="list-style-type: none"> <li><b>(1) Convene an ISP team meeting within 10 days of a crisis event or convene an ISP team meeting when there is a change in a participant’s individual’s needs.</b></li> <li><b>(2) For all ISP updates that change the amount and frequency of a HCBS, the Supports Coordinator shall communicate with the participant, or reconvene the ISP team, to discuss needed changes and revise the ISP.</b></li> </ol> <p><b>Qualified providers of services are responsible for the following ISP roles and functions:</b></p> <ul style="list-style-type: none"> <li><b>* Cooperating with the Supports Coordinator when the Supports Coordinator needs up-to-date information on the participant’s progress</b></li> <li><b>*Signing the ISP within 7 calendar days of the Supports Coordinator’s request for signature.</b></li> <li><b>*Ensuring that all staff who works directly with the participant is familiar with</b></li> </ul> |         |

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|     |                | <p>Allergies, Health Evaluations, Medical Contacts, Medical History</p> <ul style="list-style-type: none"> <li>• Health and welfare – General health and welfare Risks, Fire Safety, Traffic, Cooking/Appliance Use, Outdoor Appliances, Water Safety (Including Temperature Regulation), Safety Precautions, Knowledge Of Self-Identifying Information, Stranger Awareness, Meals/Eating, Supervision Of Care Needs, Health Care, Health Promotion</li> <li>• Functional Information – Functional Level, Educational/Vocational, Employment, Understanding Communication, Other Non-Medical Evaluation</li> <li>• Financial – Financial Information, Financial Management, Financial Resources</li> <li>• Other non-waiver supports and services that are part of the participant’s every day life.</li> </ul> <p>The SC and the planning team also use the information obtained from the SIB-R, QoLQ, and PSS assessments to identify a participant’s needs.</p> <p>BAS has developed standard Supports Coordination training and posted it on a Virtual Training Center (VTC) web site that provides instruction for completing all assessments, assembling the planning team, facilitating the planning team to develop the ISP, monitoring ISP implementation, and changing the ISP when necessary. Completion of this training is required for all Adult Autism Waiver SC’s. The VTC web site includes continuing education and technical assistance for Supports Coordinators as necessary.</p> <p>(e) How waiver and other services are coordinated</p> <p>The ISP includes all supports the participant needs, regardless of funding source. The planning team considers all available resources, including natural supports in the person’s community such as friends, family, neighbors, local businesses, schools, civic</p> | <p><b>the approved and authorized ISP.</b><br/> <b>*Implementing the services as provided for in the ISP.</b></p> <p><b>BAS is responsible to review, approve, and authorize the ISP in HCSIS within 15 calendar days of submission of the ISP to BAS. Once the ISP is approved and authorized, BAS notifies the Supports Coordinator.</b></p> <p>(B) The Types Of Assessments That Are Conducted To Support The ISP Process, Including Securing Information About Participant Needs, Preferences And Goals, And Health Status</p> <p>The Supports Coordinator uses the Scales of Independent Behavior-Revised (SIB-R) to assess each participant’s strengths and needs regarding independent living skills and adaptive behavior. The SIB-R also identifies risk factors related to challenging behaviors, such as behavior harmful to self or others. The SIB-R takes approximately an hour to complete and is conducted face-to-face with the participant (and a proxy such as a family member if the individual cannot communicate verbally). The SIB-R is completed in advance of the initial ISP development, and at least annually thereafter.</p> <p>The Supports Coordinator uses the Quality of Life Questionnaire (QoLQ) developed by Schalock et al. to measure whether the waiver is improving the participant’s quality of life. This questionnaire is a face-to-face interview with the participant or proxy and is conducted at the same time as the SIB-R. It takes approximately 30 minutes to complete.</p> <p><del>If the individual lives with his or her family, the family caregiver completes a Parental Stress Scale (PSS) assessment, which evaluates the total stress a family caregiver feels based on the combination of the participants’ and caregivers’ characteristics. The family caregiver completes the PSS in advance and gives the completed questionnaire to the SC.</del> <b>A third assessment is the Parental Stress Scale (PSS). The PSS evaluates the total stress a parent feels based on the combination of the participant’s and parents’ characteristics. The PSS is administered to a parent or close family member, e.g., a grandparent or aunt. It is not administered to a participant's spouse, partner or significant other. In</b></p> |         |

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|     |                | <p>organizations, and employers. The SC assists participants in obtaining and coordinating necessary services, including State Plan services as well as housing, health care, medical, social, vocational, and other community supports. The SC ensures that the ISP clearly documents that State Plan services are utilized before waiver services when there is a State Plan service available to meet the Participant’s need.</p> <p>(f) How the plan development process provides for the assignment of responsibilities to implement and monitor the plan</p> <p>The ISP identifies the services and supports that best support the participant to achieve his or her goals. For waiver services, the participant, along with the planning team, select service providers to implement the waiver services in the plan. The participant and team also identify the duration and frequency of each of the services based on the individual’s assessed needs. As stated above, the ISP also includes non-waiver services that meet the participant’s needs. The ISP identifies responsible parties for providing these supports as well. All waiver service providers listed in participant’s ISP are notified when an ISP is developed or updated, to ensure providers have the latest information regarding their responsibilities for the waiver participant.</p> <p>Supports coordinators are responsible for regularly communicating with participants’ other waiver service providers to monitor the provision of services. SC’s contact waiver service providers and visit the participant in-person at least quarterly to monitor that services are being provided according to the ISP. These visits occur both in the participant’s home and in other settings where he or she receives services.</p> <p>(g) How and when the plan is updated, including when the</p> | <p><b>circumstances where the participant does not reside with a parent or close family member, but remains in contact with a parent or close family member, the expectation is that the Supports Coordinator still attempt to obtain a completed PSS from the parent or close family member. The parent or close family member may complete the PSS without the assistance of the Supports Coordinator and gives the completed questionnaire to the Supports Coordinator.</b> It takes approximately 30 minutes to complete. The PSS is completed in advance of the initial ISP development, and at least annually thereafter.</p> <p>The ISP form, completed during the planning meeting <b>and documented in HCSIS, is used to</b> collect information about the participant’s desired goals and the participant’s health status to inform service planning.</p> <p><b>The ISP form also includes identifying information about the participant and a summary of all the assessments, outcomes and actions needed for implementation of the ISP. Information gathered for purposes of completing the ISP includes information on the participant’s physical development, communication styles, learning styles, educational background, social/emotional information, medical information, personality traits, environmental influences, interactions, preferences, relationships that impact the participant’s quality of life, and an evaluation of the risks to the participant’s health and welfare. The ISP also includes who will provide services, the frequency of services, who is responsible for implementing different aspects of the plan, how services will be monitored for consistency with the ISP, and how both waiver and non-waiver services will be coordinated. The ISP makes clear who is responsible for addressing the participant’s other needs, including those related to accessing health care, behavioral support, financial support, and risk mitigation to prevent or reduce the likelihood of negative health and welfare events.</b></p> <p>(c) How the participant is informed of the services that are available under the waiver</p> <p>To ensure the participant is aware of all service options, BAS provides each</p> |         |

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|     |                | <p>participant's needs change</p> <p>Supports Coordinators must update the ISP at least every twelve months. The SC performs the SIB-R, QoLQ and PSS assessments, and then reconvenes the planning team to update the ISP. The planning team reviews the outcomes, needs, and services in the ISP and changes the ISP accordingly.</p> <p>The ISP also must be updated as appropriate when the participant's needs change. The SC must be particularly aware of changes necessary to assure the health and welfare of the participant and regarding services that have distinct limitations in amount of services. This change may be identified by the participant, the SC, another service provider, or another individual (not necessarily individuals on the planning team). For all ISP updates that change the amount and frequency of a service, the SC reconvenes the individual and his or her support team to discuss needed changes and revise the ISP. A planning team meeting is not necessary when the only change is the provider of a service.</p> | <p>participant a list of Adult Autism Waiver services with brief, easy-to-understand definitions for each service when the person is determined eligible for the Adult Autism Waiver. The service list is available at any time upon request and available on the Internet. <b>Supports Coordinators are responsible for ensuring that participants are informed of all home and community-based services funded through the waiver.</b></p> <p><b>Supports Coordinators are also responsible for informing and fully discussing with participants the right to choose among and between services and providers to support the participant's needs. Supports Coordinators assist the participant with linking with chosen providers. The ISP Signature Page documents that participants were informed of their choice of providers and services. To further ensure that the participant and planning team are aware of all provider options, BAS maintains an on-line Services and Supports directory that includes all provider agencies enrolled to provide Adult Autism Waiver services, their contact information, and services available from each agency. BAS updates the Services and Supports Directory on a regular basis to ensure participants have up-to-date information regarding available providers. Participants may receive the full Services and Supports Directory at any time upon request.</b></p> <p><b>The ISP team discusses whether a participant's particular need can be met through natural supports, family, friends, or medical professionals etc. or if the need requires the support of a paid waiver or non-waiver service.</b></p> <p><b>A completed ISP outlines the means of achieving goals important to the participant by integrating natural supports and funded supports. The ISP addresses all needs that affect the participant's health and welfare, including services that, if absent, would put the participant at risk to be placed in an institutional setting.</b></p> <p>(d) How the plan development process ensures that the service plan addresses participant goals, needs (including health care needs), and preferences<br/> <del>The ISP document includes a summary of outcomes that 1) reflect the individual's preferences, 2) represent desired changes or important things that</del></p> |         |

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|     |                |                  | <p><del>should be maintained, 3) make a difference in the individual's life, 4) address all services outside the waiver services including health care needs and informal supports and services, and 5) signify a shared commitment to take action.</del></p> <p>The ISP outlines the actions and supports necessary for the individual to achieve his or her outcomes.</p> <p><b>A participant's ISP is developed using the concept of Person-Centered Planning. As such, the ISP addresses the full range of participant needs and identified goals, including those related to healthcare, employment and other issues important to the participant. The ISP identifies both waiver and non-waiver funded services needed to assist the participant in achieving the identified goals, as well as the frequency, duration and amount of services.</b></p> <p>The standardized ISP format contains the following sections relevant to a participant's goals, needs, and preferences:</p> <ul style="list-style-type: none"> <li>• Individual Preferences – Like And Admire, Know And Do, Desired Activities, Important To, What Makes Sense</li> <li>• Medical – Medications/Supplements (And Treatments), Allergies, Health Evaluations, Medical Contacts, Medical History</li> <li>• Health and welfare – General health and welfare Risks, Fire Safety, Traffic, Cooking/Appliance Use, Outdoor Appliances, Water Safety (Including Temperature Regulation), Safety Precautions, Knowledge Of Self-Identifying Information, Stranger Awareness, Meals/Eating, Supervision Of Care Needs, Health Care, Health Promotion</li> <li>• Functional Information – Functional Level, Educational/Vocational, Employment, Understanding Communication, Other Non-Medical Evaluation</li> <li>• Financial – Financial Information, Financial Management, Financial Resources</li> <li>• Other non-waiver supports and services that are part of the participant's everyday life.</li> </ul> <p>The Supports Coordinator and the planning team also use the information obtained from the SIB-R, QoLQ, and PSS assessments to identify a participant's needs.</p> |         |

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|     |                |                  | <p>BAS has developed standard Supports Coordination training and posted it on a <del>Virtual Training Center (VTC)</del> <b>an online training platform</b> web site that provides instruction for completing all assessments, assembling the planning team, facilitating the planning team to develop the ISP, monitoring ISP implementation, and changing the ISP when necessary. Completion of this training is required for all Adult Autism Waiver Supports Coordinators. The <del>VTC website</del> <b>online training platform</b> includes continuing education and technical assistance for SCs as necessary.</p> <p>(e) How waiver and other services are coordinated</p> <p><del>The ISP includes all supports the participant needs, regardless of funding source. The planning team considers all available resources, including natural supports in the person's community such as friends, family, neighbors, local businesses, schools, civic organizations, and employers. The SC assists participants in obtaining and coordinating necessary services, including State Plan services as well as housing, health care, medical, social, vocational, and other community supports. The SC ensures that the ISP clearly documents that State Plan services are utilized before waiver services when there is a State Plan service available to meet the Participant's need.</del></p> <p><b>The SC is responsible for ensuring that there is coordination between services in the ISP, available MA State Plan services and other services for which the participant is eligible, including unfunded and informal supports.</b></p> <p>(f) How the plan development process provides for the assignment of responsibilities to implement and monitor the plan</p> <p>The ISP identifies the services and supports that best support the participant to achieve his or her goals. For waiver services, the participant, along with the planning team, selects service providers to implement the waiver services in the plan. The participant and team also identify the duration and frequency of each of the services based on the individual's assessed needs. As stated above, the ISP also includes non-waiver services that meet the participant's needs. The ISP identifies responsible parties for providing these supports as well. All waiver</p> |         |

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|     |                |                  | <p>service providers listed in participant’s ISP are notified when an ISP is developed or updated, to ensure providers have the latest information regarding their responsibilities for the waiver participant.</p> <p>Supports Coordinators are responsible for regularly communicating with the participant’s other waiver service providers to monitor the provision of services. Supports Coordinators must contact waiver service providers and visit the participant in-person at least quarterly to monitor that services are being provided in the <b>amount, duration and frequency specified in</b> the ISP. Visits with the participant must occur both in the participant’s home and in other settings where he or she receives services.</p> <p>(g) How and when the plan is updated, including when the participant’s needs change</p> <p>Supports Coordinators must update the ISP at least every twelve months. The Supports Coordinator performs the SIB-R, QoLQ and PSS assessments, and then reconvenes the planning team to update the ISP. The planning team reviews the outcomes, needs, and services in the ISP and changes the ISP accordingly.</p> <p>The ISP also must be updated <del>as appropriate</del> when the participant’s needs change <b>or when the participant requests a change in the ISP. The SC must be particularly aware of changes necessary to assure the health and welfare of the participant and regarding services that have distinct limitations in amount of services. This change may be identified by the participant, the SC, another service provider, or another individual (not necessarily individuals on the planning team). For all ISP updates that change the amount and frequency of a service, the SC reconvenes the individual and his or her support team to discuss needed changes and revise the ISP. A planning team meeting is not necessary when the only change is the provider of a service</b> <b>Required monitoring of the participant conducted by the Supports Coordinator is intended to prompt the Supports Coordinator, the participant and other team members to examine and takes steps to ensure that the participant receives the appropriate quality, type, duration and frequency of services and benefits as described in the ISP and to help the team determine whether an update to the ISP is</b></p> |         |

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|     |                |                  | <p>warranted.</p> <p>The Supports Coordinator must be particularly aware of the need to change the ISP to assure the health and welfare of the participant. The need to change the ISP may be identified by the participant, the Supports Coordinator, another service provider, or another individual (not necessarily individuals on the planning team). The Supports Coordinator must also anticipate possible negative effects of exhausting services which have limitations in the amount and plan accordingly.</p> <p>When the Supports Coordinator, the participant or other team members identify changes in needs or gaps between the ISP and assessed needs, the Supports Coordinator is required to document the change or gap and take appropriate actions to resolve, including consultation with the participant and convening the ISP team.</p> <p>If an ISP update changes the amount or frequency of a service, the Supports Coordinator must reconvene the ISP planning team to discuss the needed changes and how to revise the ISP. A participant may also request a change in his or her ISP at any time. If an update make a change that does not affect the amount or frequency of a service, the SC is not required to convene an ISP meeting.</p> <p>When a participant requests an update in his or her ISP, the Supports Coordinator is responsible for facilitating the required process.</p> <p><b>(h) Interim Service Plan</b><br/>           An interim service plan may be used only when a participant is enrolled in the waiver using reserve capacity for adults with ASD who have experienced abuse, exploitation, abandonment, and/or neglect and who have a protective services plan developed pursuant to the Adult Protective Services Act that specifies a need for long-term support. The interim plan will allow waiver services to start immediately to prevent future abuse, exploitation, abandonment, and/or neglect. An interim plan can be used for no more than 45 days. It is used in order to initiate services quickly and in advance of the</p> |         |

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|     |  |   | <p>development of the full ISP. BAS staff will provide supports coordination and work with the participant and representative (if applicable), Adult Protective Services staff, and others identified by the participant to create the interim plan. BAS will use the same process as is used to develop a full ISPs except the SIB-R, QoL, and PSS assessments will not be completed and only those parts of the ISP that are needed to facilitate completion of a temporary plan to prevent abuse, exploitation, abandonment, and/or neglect will be completed.</p> |         |
|     | <p>D-1: Service Plan Development<br/>e. Risk</p> | <p>Because ASD affects individuals' social and communication skills, disruptive, dangerous, and destructive behaviors are common risks for adults with ASD. These behaviors include those that are harmful to self, harmful to others, or destructive to property. In</p> | <p><i>*Full section rewritten</i></p> <p><b>The assessments described in Appendix D-1-d identify several types of risk that can affect people with ASD, including:</b></p>  |         |

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|     | Assessment and Mitigation. | <p>some instances, these behaviors can trigger the involvement of law enforcement and/or mental health crisis teams and therefore present a risk for incarceration, hospitalization, or institutionalization.</p> <p>The Scales of Independent Behavior – Revised (SIB-R) assessment tool identifies challenging behaviors, and their frequency and intensity, and uses an index to measure a level of seriousness for challenging behaviors. As described in Appendix D.1.d, the Supports Coordinator conducts the SIB-R early in the initial service planning process and at least annually to assess risk areas related to disruptive, dangerous, or destructive behaviors, as well as to assess independent living skills.</p> <p>The Behavioral Specialist Service is an important means to address the risk of disruptive, dangerous, or destructive behavior when this risk is identified. As described in Appendix C-3, the Behavioral Specialist develops a behavioral support plan, a set of interventions to be used by people coming into contact with the participant to increase and improve the participant’s adaptive behaviors. A behavioral support plan identifies specific problem behaviors (e.g., elopement or hitting a caregiver), the antecedents to each behavior, and replacement behaviors that meet the same function for the participant. The behavioral support plan then provides specific actions for people interacting with the individual to prevent the problem behavior and, if necessary, respond to the problem behavior.</p> <p>The Behavioral Specialist also develops a crisis intervention plan to address severe destructive or dangerous behaviors that place the participant and/or the persons around them in serious jeopardy, including imminent risk of institutionalization or incarceration. Both plans must be individualized based on the unique needs and strengths of the participant and his or her support system. Both plans, and any change to these plans,</p> | <ul style="list-style-type: none"> <li>- <b>Unstable housing situations</b></li> <li>- <b>Challenging behaviors that can lead to a participant’s hospitalization or incarceration</b></li> <li>- <b>Stress that impedes informal caregiver supports</b></li> <li>- <b>Physical and mental health risks</b></li> <li>- <b>Risk of abuse, neglect, and exploitation</b></li> </ul> <p><b>The assessments specified in the service planning process described in Appendix D-1-d include questions to identify the level of these risks. The ISP planning team will identify risks based on the assessments and develop strategies to address the risks based on the participant’s needs, strengths, and preferences. If a participant refuses to perform actions needed to ensure his or her health or welfare, such as going to routine medical or dental examinations or complying with recommended medical or dental treatment, the refusal and continued attempts to inform the individual about the significance of the need to take certain actions shall be documented in the individual’s file or service notes in HCSIS. Assessment, identification of risk, and determining how to address risk during the ISP process occur during a participant’s initial enrollment in to the waiver, during the development of the initial ISP, and at least annually thereafter as part of revising the ISP. The SC is responsible for ensuring that assessed risks are considered when determining the goals or objectives of the ISP. As part of BAS’s review of each ISP, BAS reviews the assessments used in the planning development process. This review includes confirming that the planning team identified and addressed assessed risks. If BAS determines that identified risks are not sufficiently addressed in the ISP, the SC will be asked to provide additional information or revise the ISP.</b></p> <p><b>Supports Coordinators must obtain updated information about the status of identified risks at least quarterly, and will include risk assessment as part of the Supports Coordinator’s quarterly monitoring of a participant’s supports. For risks that require more urgency, such as loss of a primary caregiver, suicidal ideation, or a risk of eviction from housing at a date certain, Supports Coordinators will be required to obtain more frequent updates to ensure risks are being addressed.</b></p> |         |

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|     |                | <p>must be shared with direct support staff and with the SC. The SC must reconvene the planning team if the behavioral support plan is not consistent with the ISP or indicates a change in the ISP may be warranted.</p> <p>The Behavioral Specialist Services provider must have a Behavioral Specialist available for crisis intervention supports 24-hours a day, 7 days a week, to provide direct assistance to the participant, providers, and informal caregivers during a crisis episode, as described in Appendix C-3. Following a crisis episode, the Behavioral Specialist must review the behavioral support plan and crisis intervention plan within 10 calendar days to assess the plan’s effectiveness and identify any necessary modification.</p> <p>The Behavioral Specialist Service is an important option for Adult Autism Waiver participants at risk of disruptive, dangerous, and destructive behaviors. This service is essential for the health and welfare of individuals who 1) exhibited challenging behaviors in the past year that are “serious” or “very serious”, as identified in the SIB-R assessment or in the Supports Coordinator’s notes in HCSIS made after the SIB-R assessment, or 2) experienced a crisis episode in the past year. A crisis episode is defined as a behavioral episode manifesting itself by acute symptoms of sufficient severity such that a prudent layperson, who possesses an average knowledge of behavioral health and medicine, could reasonably expect the absence of immediate intervention to result in placing the participant and/or the persons around them in serious jeopardy including imminent risk of institutionalization or place the Participant in imminent risk of incarceration or result in the imminent damage to valuable property by the Participant. Crisis episodes are critical incidents that must be reported as described in Appendix G-1-b.</p> <p>If a participant has exhibited “serious” or “very serious”</p> | <p><b>In addition to the ISP development process, risks are identified through other means, such as reported incidents as described in Appendix G-1; Supports Coordinator monitoring conducted according to Appendix D-2; Adult Protective Services reports; and through calls from participants, family members and informal supports, and providers to BAS staff with questions or concerns. When BAS is made aware of a risk, BAS informs the Supports Coordinator of the risk. The Supports Coordinator is responsible for working with the participant, informal supports, and other providers to learn more about the risk and address the risk. When urgent risks occur, BAS also will notify direct service providers such as Specialized Skills Development, Residential Habilitation, and Supported Employment providers so they can address the risk as quickly as possible. BAS will also coordinate with Adult Protective Services (APS) on APS cases, as needed, to ensure a coordinated response.</b></p> <p><b>When a waiver participant resides in their own home or in a family member’s home, the participant’s ISP must identify how back-up support will be provided in emergency situations such as when a staffing absence would jeopardize the individual’s health and welfare. Back-up plans are developed as part of the ISP development process and depending on the individual’s circumstances could include a family member, friend, or neighbor being available to assist the individual with little to no advance notice.</b></p> <p><b>BAS holds quarterly risk management meetings to discuss the status of individuals who are at risk and the response that is being implemented. If BAS determines that issues exist at a system level which may increase risk, BAS will identify and implement a system-level response.</b></p> |         |

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|     |                | <p>challenging behaviors or has experienced a crisis episode and does not presently have Behavioral Specialist Services in their ISP, the SC convenes an ISP team meeting within 10 calendar days to discuss the need to change the ISP in order to address these issues through additional waiver services including the establishment of Behavioral Specialist Services for the participant in order to ensure the participant’s health and welfare.</p> <p>If the participant or his or her representative or family will not accept the services that the team members determine as necessary to ensure health and welfare, the SC must:</p> <ul style="list-style-type: none"> <li>o Work with the individual, family and BAS staff with expertise in behavioral support to ensure that the services in the ISP meet the needs of the participant and ensure their health and welfare.</li> <li>o Explain to the participant the benefits of changes in services.</li> <li>o Educate the participant and family, explaining the service and the expected outcomes, how such services impact the participant and other services in the plan.</li> </ul> <p>If after the above actions have been taken the participant is not willing to participate in the services the SC thinks are necessary to ensure health and welfare, the SC must contact BAS and</p> <ul style="list-style-type: none"> <li>o inform BAS staff that the continuation of waiver services is in question</li> <li>o provide documentation of all team meetings and discussions with participant and family</li> <li>o request review by the program and clinical staff to determine if health and welfare is at risk.</li> </ul> <p>If after review by BAS staff it is determined that participant health and welfare cannot be assured without the addition of Behavioral Specialist Services or other necessary services to</p> |                                     |         |

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|     |   | <p>ensure health and welfare, BAS will contact the participant to encourage acceptance of necessary services. If services are not accepted, then BAS will terminate waiver services. This decision is based on the fact that an ISP that does not ensure participant health and welfare cannot be approved or continued. BAS staff will inform the participant in writing as indicated in Appendix F.</p> <p>The service planning process identifies risk areas in addition to the risk associated with disruptive behaviors. The Parental Stress Scale can identify risks related to caregiver stress, for example. Also, the Medical and health and welfare sections of the ISP identify risks associated with the participant’s health status and management of health-related risks. The planning team must identify risks and strategies to address them based on the participant’s needs, strengths, and preferences. If an individual refuses routine medical or dental examination or treatment, the refusal and continued attempts to train the individual about the need for health care shall be documented in the individual’s record.</p> <p>When the waiver participant resides in a home owned or leased by the participant or family member, the ISP must identify how back-up support will be provided in emergency situations including when a staffing absence would jeopardize the individual’s health and welfare. Back-up plans are developed as part of the ISP development process and depending on the individual’s circumstances could include a family member, friend, or neighbor being available to assist the individual with little to no advance notice.</p> |   |         |
|     | <p>D-1: Service Plan Development<br/>f. Informed Choice of Providers.</p> | <p>After an applicant is determined to be eligible for the Adult Autism Waiver, BAS sends the participant a list of Supports Coordination Agencies. Unless the participant refuses the Supports Coordination service, the participant chooses their Supports Coordinator (SC) with assistance from BAS staff if necessary. The SC then works with the participant and</p>  | <p><i>*Full section rewritten</i></p> <p><b>(a) Choosing a Supports Coordination Agency</b><br/> <b>BAS offers the participant the choice of all enrolled Supports Coordination Agencies once the participant is determined eligible for the waiver and assists the participant with choosing a Supports Coordination Agency. The participant</b></p> |         |

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|     |   | <p>individuals he or she chooses to develop an ISP as specified in Appendix D-1-d. This process includes providing a copy of the Services and Supports directory to the participant, so he or she is aware of all available providers. The SC and the planning team help the participant select service providers as part of the ISP process. If the participant refuses the Supports Coordination service, BAS staff will work with the participant and individuals he or she chooses to develop an ISP as specified in Appendix D-1-d.</p> | <p><b>selects the Supports Coordination Agency he or she would like to use and may request a particular Supports Coordinator. If the requested Supports Coordinator is not available, the participant may request another Supports Coordinator. However, there may be times when an agency may assign a Supports Coordinator if the requested Supports Coordinator is not available (e.g., serving the maximum number of participants) or if the participant has no preference. The offer of choice among any enrolled Supports Coordination Agencies is documented on the Supports Coordinator Choice Form. As with all services in the Waiver, the participant can appeal if he or she feels that he or she was not given a choice of Supports Coordination provider.</b></p> <p><b>(b) Choosing other service providers</b><br/> <b>Supports Coordinators are responsible for informing and fully discussing with participants the right to choose among and between services and providers to support participants' needs. Supports Coordinators assist participants with linking with chosen providers. During development of the initial ISP, the Provider Choice Form is used to document that the participant was given choice among enrolled providers. During the annual reviews of the ISP, the ISP Signature Page documents that participants were informed of their choice of providers and services. To further ensure the participant and planning team are aware of all provider options, BAS maintains an on-line Services and Supports Directory that includes all provider agencies enrolled to provide Adult Autism Waiver services, their contact information, and services available from each agency. BAS updates the Services and Supports Directory on a real-time basis to ensure participants have up-to-date information regarding available providers. Participants may receive the full Services and Supports directory at any time upon request.</b></p> |         |
|     | <p>D-1: Service Plan Development<br/>                     g. Process for Making Service Plan Subject to the Approval of</p> | <p>BAS a Bureau within the Medicaid Agency approves all ISPs within 15 days of the date the Supports Coordinator submits the ISP to BAS for approval.</p>  | <p><b>After the ISP meeting, the Supports Coordinator enters the ISP in HCSIS and submits it to BAS for approval. BAS approves all ISPs within 15 days of the date the Supports Coordinator submits the ISP to BAS for approval.</b></p>  |         |

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|     | the Medicaid Agency.  |  |   |         |
|     | D-2: Service Plan Implementation and Monitoring<br>a. Service Plan Implementation and Monitoring. | <p>(a) The entity (entities) responsible for monitoring the implementation of the service plan and participant health and welfare</p> <p>SCs monitor participant health and welfare and the ISP implementation.</p> <p>(b) The monitoring and follow-up method(s) that are used</p> <p>SCs monitor the implementation of participants ISP by visiting the participant and communicating with other waiver service providers and the participant’s informal supports. SCs use a standard monitoring form developed by BAS.</p> <p>During this regular monitoring, SC’s:</p> <ol style="list-style-type: none"> <li>1) Assess the extent to which the participant has access to and is receiving services according to his or her ISP. This includes monitoring that providers delivered the services at the frequency and duration identified in the ISP, and that participants are accessing non-waiver supports and health-related services as indicated on the ISP;</li> <li>2) Evaluate whether the services furnished meet the participant’s needs and help the participant become more independent;</li> <li>3) Assess the effectiveness of back-up plans and determine if changes are necessary;</li> <li>4) Remind participants that they have free choice of qualified providers;</li> <li>5) Remind participants, providers, and informal caregivers that they should contact the SC if they believe services are not being delivered as agreed upon at the most recent ISP meeting;</li> <li>6) Review the participant’s progress toward goals stated in the ISP;</li> </ol> | <p>(a) The entity (entities) responsible for monitoring the implementation of the service plan and participant health and welfare</p> <p>Supports Coordinators monitor participant health and welfare and ISP implementation.</p> <p>(b) The monitoring and follow-up method(s) that are used</p> <p>The Supports Coordinator monitors the implementation of the participant’s ISP by visiting the participant and communicating with other waiver service providers and the participant’s informal supports. The Supports Coordinator uses a standardized monitoring form developed by BAS and enters the results of the monitoring <b>into HCSIS. BAS also monitors the implementation of the ISP through the approval of and authorizations of the initial ISP and subsequent ISPs by observing if the ISPs are addressing the changing needs of the participant.</b></p> <p>During this regular monitoring, the Supports Coordinator <b>is responsible to:</b></p> <ol style="list-style-type: none"> <li>1) Assess the extent to which the participant has access to and is receiving services according to his or her ISP. This includes monitoring that providers delivered the services at the frequency and duration identified in the ISP, and that the participant is accessing the non-waiver supports and health-related services as indicated in the ISP;</li> <li>2) Evaluate whether the services furnished meet the participant’s needs and help the participant become more independent;</li> <li>3) Assess the effectiveness of back-up plans and determine if changes are necessary;</li> <li>4) Remind participants that they have free choice of qualified providers;</li> <li>5) Remind the participant, providers, and informal caregivers that they should contact the Supports Coordinator if they believe services are not being delivered as agreed upon at the most recent ISP meeting;</li> <li>6) Review the participant’s progress toward goals stated in the ISP;</li> <li>7) Observe whether the participant feels healthy and not in pain or injured;</li> </ol> |         |

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|     |                                  | <p>7) Observe whether the participant feels healthy and not in pain or injured;</p> <p>8) Interview the participant and others involved in the participant’s services to identify any concerns regarding the participant’s health and welfare, and</p> <p>9) Inform BAS immediately when participant’s health and welfare is in jeopardy.</p> <p>If at any point the SC believes that a participant’s health and welfare is in jeopardy, he or she must take immediate action to assure the person’s safety. When a SC identifies a less serious issue, he or she must work with the participant, informal supports, and service providers to address the issue. Depending on the severity and scope of the issue, the SC may reconvene the planning team to address the issue.</p> <p>The Commonwealth uses its HCSIS to document notes of all SC contacts with participants, providers, and informal supports. All SCs must document all of their communications and actions regarding the waiver participant in HCSIS. BAS uses HCSIS to monitor that SCs are conducting required monitoring visits. BAS reviews a sample of SC records to assure SCs are properly addressing any identified problems.</p> <p>(c) The frequency with which monitoring is performed</p> <p>SCs are required to visit the participant each quarter. Within each year, at least one visit must occur in the participant’s home. One visit must occur in a location outside the home where a participant receives services, if services are furnished outside the home. SCs must conduct additional visits as necessary based on the needs of the individual.</p> | <p>8) Interview the participant and others involved in the participant’s services to identify any concerns regarding the participant’s health and welfare, and</p> <p>9) Inform BAS immediately when participant’s health and welfare is in jeopardy.</p> <p>If at any point the Supports Coordinator believes that a participant’s health and welfare is in jeopardy, he or she must take immediate action to assure the person’s safety. When a Supports Coordinator identifies a less serious issue, he or she must work with the participant, informal supports, and service providers to address the issue. Depending on the severity and scope of the issue, the Supports Coordinator may reconvene the planning team to address the issue.</p> <p><del>The Commonwealth uses its HCSIS to document notes of all SC contacts with participants, providers, and informal supports.</del></p> <p><b>All SCs The Supports Coordinator must document in HCSIS all of their—his or her</b> communications and actions regarding the waiver participant <del>in HCSIS</del>. BAS uses HCSIS to monitor that Supports Coordinators are conducting required monitoring visits. BAS reviews a sample of Supports Coordinator records to assure Supports Coordinators are properly addressing any identified problems.</p> <p>(c) The frequency with which monitoring is performed</p> <p>The Supports Coordinator is required to visit the participant <del>each quarter in person</del> <b>at least once each quarter or every three (3) months</b>. Within each year;</p> <ul style="list-style-type: none"> <li>• At least one visit must occur in the participant’s home; <b>and</b></li> <li>• At least one visit must occur in a location outside the home where a participant receives services, if services are furnished outside the home.</li> </ul> <p><del>SCs must conduct additional visits as necessary based on the needs of the individual.</del></p> |         |
|     | D-2: Service Plan Implementation | Supports Coordination agencies also may provide Community Transition Services, Assistive Technology, and Environmental Modifications, and may subcontract with providers of these  | Supports Coordination agencies also may provide Community Transition Services, Assistive Technology, <del>and Environmental</del> Home Modifications, <b>and Vehicle Modifications</b> and may subcontract with providers of these services as  |         |

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|     | <p>and Monitoring<br/>b. Monitoring Safeguards.</p>   | <p>services as an Organized Health Care Delivery System (OHCD) as specified in Appendix I-3-g-ii. These services have been used by a small number of participants.<br/>The participant may choose any provider for these services and is not limited to his or her Supports Coordination Agency. BAS requires the Supports Coordination Agency to provide a document signed by the participant or his or her representative stating their understanding of the choices of providers available to them. BAS also reviews the ISP and the monitoring by Supports Coordinators to ensure that the best interests of the participant are being addressed.</p>   | <p>an Organized Health Care Delivery System (OHCD) as specified in Appendix I-3-g-ii. These services have <b>historically</b> been used by a small number of participants.<br/><br/><del>The participant may choose any provider for these services and is not limited to his or her Supports Coordination Agency. BAS requires the Supports Coordination Agency to provide a document signed by the participant or his or her representative stating their understanding of the choices of providers available to them.</del> <b>The participant may choose any provider for these services and is not limited to his or her Supports Coordination Agency. Participants document that they understand that they have a choices of providers available to them through a form that is provided by their Supports Coordinator.</b> BAS also reviews the ISP and the monitoring by Supports Coordinators to ensure that the best interests of the participant are being addressed.</p>   |         |
|     | <p>Quality Improvement: Service Plan<br/>b. Methods for Remediation/Fixing Individual Problems<br/>i.</p> | <p>After reviewing each service plan, BAS staff ask the Supports Coordinator to revise the ISP if 1) the ISP does not address all identified needs or goals; 2) it appears the Supports Coordinator did not follow the service planning process; or 3) there is insufficient documentation that the participant exercised his or her rights to choose among service providers and/or between waiver and institutional services. BAS staff may contact the participant and family members to investigate the situation. The Supports Coordinator must revise the ISP, reconvening the planning team and/or conducting assessments if necessary, and send the revised ISP to BAS for review.<br/><br/>If an individual's ISP does not address all of an individual's needs, and services appear inadequate to assure the participant's health and welfare, BAS staff will require the Supports Coordinator to reconvene the planning team within 30 days to change the ISP. Similarly, if the service planning process was not followed and may affect participant's health and welfare, BAS staff will require the Supports Coordinator to reconvene the</p> | <p>After reviewing each service plan, BAS directs the Supports Coordinator to revise the ISP if 1) the ISP does not address all identified needs or goals; 2) it appears the Supports Coordinator did not follow the service planning process; or 3) there is insufficient documentation that the participant exercised his or her rights to choose among service providers and/or between waiver and institutional services. BAS may contact the participant and <del>family members</del> representative <b>(if applicable)</b> to investigate the situation. The Supports Coordinator must revise the ISP, reconvening the planning team and/or conducting assessments if necessary, and send the revised ISP to BAS for review <b>within 7 days of the date it was returned to the Supports Coordinator for revision.</b><br/><br/>If an individual's ISP does not address all of an individual's needs, and services appear inadequate to assure the participant's health and welfare, BAS staff will require the Supports Coordinator to reconvene the planning team within 30 days to change the ISP. Similarly, if the service planning process was not followed and may affect participant's health and welfare, BAS staff will require the Supports Coordinator to reconvene the planning team within 30 days to review the ISP.</p> |         |

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|                   |   | <p>planning team within 30 days to review the ISP.</p> <p>If a Supports Coordinator finds that a participant is not receiving the services authorized in his or her ISP, he or she contacts providers and the participant to identify the reason services were not delivered and helps providers and the participant address reasons for underutilization. The Supports Coordinator may revise the ISP if the participant wants to change providers. The Supports Coordinator may re-convene the ISP team to address underutilization. For example, if the participant finds he or she does not need the amount of services in the ISP, the supports coordinator and the ISP team may assess whether the amount of services in the ISP should be reduced.</p> <p>At any point, if BAS staff find that an individual was not able to freely exercise the right to choose 1) between waiver and institutional services, or 2) among service providers; BAS staff must contact the participant to ensure they are aware of these rights. BAS staff may assist the individual in finding a new Supports Coordinator or Supports Coordination agency if necessary. If the person prefers institutional services, BAS must identify available institutions for the individual.</p> | <p>If a Supports Coordinator finds that a participant is not receiving the services authorized in his or her ISP, he or she <b>will</b> contact the provider(s), the participant <b>and representative (if applicable)</b> to identify the reason services were not delivered and <del>helps providers and the participant</del> address reasons for underutilization. The Supports Coordinator may revise the ISP if the participant <b>at any time wishes wants</b> to change providers. The Supports Coordinator may re-convene the ISP team to address underutilization. For example, if the participant finds he or she does not need the amount of services in the ISP, the Supports Coordinator and the ISP team may assess whether the amount of services in the ISP should be reduced.</p> <p>At any point, if BAS <del>find that</del> <b>determines that</b> an individual was not able to freely exercise the right to choose 1) between waiver and institutional services, or 2) among service providers; BAS <del>must</del> <b>will</b> contact the participant to ensure they are aware of their right to choose between waiver and institutional services or among service providers. BAS may assist the individual in finding a new Supports Coordinator or Supports Coordination Agency if necessary <b>or desired</b>. If the person prefers institutional services, BAS must identify available institutions for the individual.</p> |         |
| <b>Appendix F</b> |   |  |   |         |
|                   | <p>Appendix F-1: Opportunity to Request a Fair Hearing Procedures for Offering Opportunity to Request a Fair Hearing.</p> | <p>BAS notifies an individual in writing that he or she has a right to a fair and impartial hearing when one of the following occurs:</p> <p>a) An individual is determined ineligible for the Adult Autism Waiver; or</p> <p>b) An applicant or participant is not given the choice between community and institutional services (i.e., between Home and Community Based Services through the Adult Autism Waiver and Intermediate Care Facility for Persons with Other Related Conditions (ICF/ORC) or Intermediate Care Facility for Persons with Intellectual Disabilities(ICF-ID) services); or</p>   | <p><del>BAS notifies an individual in writing that he or she has a right to a fair and impartial hearing when one of the following occurs:</del></p> <p><b>At enrollment, the participant will be provided with a handbook that includes an explanation of the right to fair hearing and the procedures to exercise that right. In addition, during the initial planning meeting, the Supports Coordinator reviews the right to fair hearing and procedures for requesting a fair hearing with the participant.</b></p> <p><b>A participant will also have his or her right to request a fair hearing discussed annually during the annual plan review meeting or at any other time upon request. In addition a participant will be notified in writing that he or she has a right to a fair hearing when BAS takes one of the following actions:</b></p>   |         |

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|     |                | <p>c) A participant is denied the provider(s) of their choice; or<br/> d) Actions are taken to deny new or additional services; or<br/> e) Actions are taken to suspend, reduce, or terminate existing services to a participant; or<br/> f) A person requesting services is determined to be Priority 2 according to Appendix B-3-f.</p> <p>When BAS notifies an applicant in writing that he or she is eligible for the Adult Autism Waiver, BAS will send the applicant a handbook that includes a chapter on right to fair hearing procedures. In addition, during the initial planning meeting, the Supports Coordinator reviews the right to fair hearing procedures verbally. The Supports Coordinator also reviews the right to fair hearing procedures verbally during the annual review of the ISP and at any time requested by the participant or the participant’s representative and/or when services are changed in the ISP.</p> <p>If BAS is reducing, suspending, or terminating services, the participant will have 30 days from the receipt of the notice to appeal the change. If the participant appeals within 10 days, DPW will not reduce, suspend, or terminate services; services will continue while the appeal is pending. If the participant appeals between 11 and 30 days after the notice, DPW will implement the reduction, suspension, or termination of services while the appeal is pending.</p> <p>BAS maintains documentation of notices of adverse actions and all fair hearing requests. The Department of Public Welfare, Bureau of Hearings and Appeals also maintains documentation of appeals and appeal decisions in accordance with Title 55 PA Code Chapter 275.</p> | <p>a) An individual is determined ineligible for the Adult Autism Waiver; or<br/> b) An applicant or participant is not given the choice between community and institutional services (i.e., between Home and Community Based Services through the Adult Autism Waiver and Intermediate Care Facility for Persons with Other Related Conditions (ICF/ORC) or Intermediate Care Facility for Persons with Intellectual Disabilities(ICF-ID) services); or<br/> c) A participant is denied the provider(s) of their choice; or<br/> d) Actions are taken to deny new or additional services; or<br/> e) Actions are taken to suspend, reduce, or terminate existing services to a participant; or<br/> f) <del>A person requesting services is determined to be Priority 2</del> <b>A person is placed on the interest list</b> according to Appendix B-3-f.</p> <p><del>When BAS notifies an applicant in writing that he or she is eligible for the Adult Autism Waiver, BAS will send the applicant a handbook that includes a chapter on right to fair hearing procedures. In addition, during the initial planning meeting, the Supports Coordinator reviews the right to fair hearing procedures verbally. The Supports Coordinator also reviews the right to fair hearing procedures verbally during the annual review of the ISP and at any time requested by the participant or the participant’s representative and/or when services are changed in the ISP.</del></p> <p>If <del>BAS is</del> <b>the participant’s services are being</b> reduced, suspended, or terminated services, the participant will have 30 <b>calendar</b> days from the <del>receipt</del> <b>date</b> of the notice to appeal the change. If the participant <b>files an</b> appeal within 10 <b>calendar</b> days <del>DPW will not reduce, suspend, or terminate services; services will continue while the appeal is pending</del> <b>of the date of the notice, the appealed Waiver service(s) are required to continue until a decision is rendered after the appeal hearing (55 Pa. Code § 275.4(a)(3)(v)(C)(I)).</b> <del>—If the participant appeals between 11 and 30 days after the notice, DPW will implement the reduction, suspension, or termination of services while the appeal is pending.</del> <b>The notice to the participant will include language on the timeframes for filing an appeal. The date of the postmark on the request for an appeal will be used to determine if the 10 day requirement for continuation of services was met by the participant and/or representative. If the participant appeals between</b></p> |         |

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|     |  |   | <p><b>11 and 30 calendar days after the date of the notice, the reduction, suspension, or termination of services will be implemented while the appeal is pending.</b></p> <p><b>If a participant files an appeal, the participant has the right to request an optional pre-hearing conference with BAS, as applicable (55 Pa. Code § 275.4(a)(3)(ii) [relating to Procedures]). The pre-hearing conference gives both parties the opportunity to discuss and attempt to resolve the matter prior to the hearing. Neither party is required to change its position. The pre-hearing conference does not replace or delay the fair hearing process.</b></p> <p><b>BAS maintains documentation of notices of adverse actions and all fair hearing requests. The Department of Human Services, Bureau of Hearings and Appeals also maintains documentation of appeals and appeal decisions in accordance with 55 PA Code Chapter 275.</b></p>   |         |
|     | <p><u>Appendix F-3: State Grievance/Complaint System</u><br/>c. Description of System.</p> | <p>BAS operates a general information line at 1-866-529-7689 and has a general information e-mail address, both of which are posted on the DPW web site that it uses to receive complaints. BAS provides this contact information for complaints in writing after a person has been determined eligible for the waiver. The notification also explains that the individual has the right to request a fair hearing if applicable according to Appendix F-1 and explains that the complaint is not a pre-requisite or a substitute for a fair hearing.</p> <p>Individuals calling or e-mailing with a complaint are logged into a database. Complaints may include the following topics:</p> <ul style="list-style-type: none"> <li>• Service quality</li> <li>• Service timeliness</li> <li>• Other topics related to the waiver</li> </ul> <p>After a call or e-mail is properly documented it is forwarded to the appropriate BAS staff for resolution and that resolution is</p> | <p>BAS operates a general information line at 1-866-5239-7689, has a general information e-mail address, <b>and a mailing address</b>, <del>both</del> <b>all</b> of which are posted on the <del>DPW-DHS</del> web site that it uses to receive complaints. BAS provides this contact information for complaints in writing after a person has been determined eligible for the waiver. The notification also explains that the individual has the right to request a fair hearing if applicable according to Appendix F-1 and explains that the complaint is not a pre-requisite or a substitute for a fair hearing.</p> <p><del>Individuals calling or e-mailing with a complaint</del> <b>All complaints</b> are logged into a database. Complaints may include the following topics:</p> <ul style="list-style-type: none"> <li>• Service quality</li> <li>• Service timeliness</li> <li>• Other topics related to the waiver</li> </ul> <p><del>After a call or e-mail is properly documented</del> <b>After a complaint is properly documented</b>, it is forwarded to the appropriate <b>staff person at</b> BAS <del>staff</del> for resolution and that resolution is entered into the database. BAS will resolve complaints within 30 <b>calendar</b> days and <del>notify</del> the participant <b>will be notified</b> in</p> |         |

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|                   |   | <p>entered into the database. BAS will resolve complaints within 30 days and notify the participant in writing of the resolution.</p> <p>BAS will complete quarterly reports of complaints and grievances and their resolution. This report will be shared with staff for review and to assure all follow-up work to resolve complaints has been done.</p>   | <p>writing of the resolution.</p> <p>BAS will complete quarterly reports of complaints and their resolution. This report will be shared with staff for review and to assure all follow-up work to resolve complaints has been done.</p>   |         |
| <b>Appendix G</b> |   |  |   |         |
|                   | <p>Appendix G-1: Response to Critical Events or Incidents</p> <p>b. State Critical Event or Incident Reporting Requirements</p> | <p>BAS articulated the incident management policy described below in a provider manual for all providers and a manual specifically for supports coordinators. All Adult Autism Waiver providers must follow this policy.</p> <p>Types of critical incidents that must be reported:</p> <p>Incidents to be reported within 24 hours</p> <p>Most incident categories are reported using a standardized incident report that is comprised of two components, the first section and the final section. The first section must be submitted within 24 hours of the occurrence or discovery of the incident. The first section of the incident report includes individual and provider demographics, incident categorization, actions taken to protect the health and safety of the individual, and a description of the incident. The final section of the incident report must be submitted within 30 days of the incident's recognition or discovery, and must contain all of the information from the first section as well as additional specific information relevant to the incident. If the provider agency determines it will no be able to meet the 30-day reporting timeframes for completion of the final section, notification of an extension is to be made to BAS staff prior to the expiration of the 30-day period.</p> | <p>BAS articulated the incident management policy described below in a provider manual for all providers and a manual specifically for supports coordinators. All Adult Autism Waiver providers must follow this policy.</p> <p>Types of <del>critical</del> incidents that must be reported:</p> <p>Incidents to be reported within 24 hours</p> <p>Most incident categories are reported using a standardized incident report that is comprised of two components, the first section and the final section. The first section must be submitted within 24 hours of the occurrence or discovery of the incident <b>or within 72 hours of the occurrence or discovery of a medication administration error incident</b>. The first section of the incident report includes individual and provider demographics, incident categorization, actions taken to protect the health and safety of the individual, and a description of the incident. The final section of the incident report must be submitted within 30 days of the incident's recognition or discovery, and must contain all of the information from the first section as well as additional specific information relevant to the incident. If the provider agency determines it will not be able to meet the 30-day reporting timeframes for completion of the final section, notification of an extension is to be made to BAS staff prior to the expiration of the 30-day period.</p> <p>Providers must submit all incidents <del>within the incident management module of HCSIS or within the Enterprise Incident Management (EIM) system, which is scheduled to replace the HCSIS incident management module.</del> HCSIS or EIM enables prompt notification of BAS and the Supports Coordinator.</p> |         |

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|     |                | <p>Providers must submit all incidents within the incident management module of HCSIS or within the Enterprise Incident Management (EIM) system, which is scheduled to replace the HCSIS incident management module. HCSIS or EIM enables prompt notification of BAS and the Supports Coordinator. If HCSIS or EIM is unavailable, providers must complete and e-mail incident reports using a password-protected Excel form developed by BAS. Providers must e-mail the password separately to protect participant confidentiality. The forms were designed to collect the exact data collected in HCSIS or EIM. BAS staff will notify supports coordinators of critical incidents for the people they serve via telephone and/or e-mail of password protected files.</p> <p>In Appendix G-1-d, BAS specifies the types of incidents that must be investigated. The entity that reports an incident – whether a provider, a SC agency, or BAS – must identify a certified investigator to conduct required investigations promptly. A certified investigator is a person who has been trained and received a certificate in investigation from ODP. Certified investigators are responsible to investigate incidents as per their standard training, and to complete an Incident Report with a summary of their investigation findings. Corrective action for the incident must address any investigation findings.</p> <p>The following are categories of incidents to be reported within 24 hours using a standardized incident report:</p> <p>1. Abuse - The allegation or actual occurrence of the infliction of injury, unreasonable confinement, intimidation, punishment, mental anguish, sexual abuse or exploitation. Abuse is reported from the victim’s perspective, not from the perspective of the person committing the abuse.</p> <p>(i) Physical abuse – An intentional physical act by staff or other person which causes or may cause physical injury to an</p> | <p>If <del>HCSIS or</del> EIM is unavailable, providers must complete and e-mail incident reports using a password-protected Excel form developed by BAS. Providers must e-mail the password separately to protect participant confidentiality. The forms were designed to collect the exact data collected in <del>HCSIS or</del> EIM. <b>In such cases</b>, BAS staff will notify supports coordinators of critical incidents for the people they serve via telephone and/or e-mail of password protected files.</p> <p>In Appendix G-1-d, BAS specifies the types of incidents that must be investigated. The entity that reports an incident – whether a provider, a SC agency, or BAS – must identify a certified investigator to conduct required investigations promptly. A certified investigator is a person who has been trained and received a certificate in investigation from ODP. <b>All enrolled providers are required to either have a certified investigator on staff or contract with a certified investigator.</b> Certified investigators are responsible to investigate incidents as per their standard training, and to complete an Incident Report with a summary of their investigation findings. Corrective action for the incident must address any investigation findings.</p> <p>The following are categories of incidents to be reported within 24 hours using a standardized incident report:</p> <p>1. Abuse - The allegation or actual occurrence of the infliction of injury, unreasonable confinement, intimidation, punishment, mental anguish, sexual abuse or exploitation. Abuse is reported from the victim’s perspective, not from the perspective of the person committing the abuse.</p> <p>(i) Physical abuse – An intentional physical act by staff or other person which causes or may cause physical injury to an individual.</p> <p>(ii) Psychological abuse– An act, other than verbal, which may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an individual.</p> <p>(iii) Sexual abuse– An act or attempted acts such as rape, incest, sexual molestation, sexual exploitation or sexual harassment and inappropriate or unwanted touching of an individual by another. Any sexual contact between a</p> |         |

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|     |                | <p>individual, such as striking or kicking, applying noxious or potentially harmful substances or conditions to an individual.</p> <p>(ii) Psychological abuse– An act, other than verbal, which may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an individual.</p> <p>(iii) Sexual abuse– An act or attempted acts such as rape, incest, sexual molestation, sexual exploitation or sexual harassment and inappropriate or unwanted touching of an individual by another. Any sexual contact between a staff person and an individual is abuse.</p> <p>(iv) Verbal abuse – A verbalization that inflicts or may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an individual.</p> <p>(v) Improper or unauthorized use of restraint – A restraint not approved in the ISP or one that is not a part of an agency’s emergency restraint procedure is considered unauthorized. A restraint that is intentionally applied incorrectly is considered an improper use of restraint.</p> <p>2. Death – All deaths are reportable.</p> <p>3. Disease Reportable to the Department of Health – An occurrence of a disease on The Pennsylvania Department of Health List of Reportable Diseases. The current list can be found at the Department of Health’s website, <a href="http://www.health.state.pa.us">www.health.state.pa.us</a>. An incident report is required only when the reportable disease is initially diagnosed.</p> <p>4. Emergency closure – An unplanned situation that results in the closure of a home or program facility for one or more days. This category does not apply to individuals who reside in their own home or the home of a family member. (This may be reported as a site report, which is a report related to multiple participants receiving services at the same place.)</p> <p>5. Emergency room visit – The use of a hospital emergency room. This includes situations that are clearly “emergencies” as well as those when an individual is directed to an emergency room in lieu of a visit to the Primary Care Physician (PCP) or as</p> | <p>staff person and an individual is abuse.</p> <p>(iv) Verbal abuse – A verbalization that inflicts or may inflict emotional harm, invoke fear or humiliate, intimidate, degrade or demean an individual.</p> <p>(v) Improper or unauthorized use of restraint – A restraint not approved in the ISP or one that is not a part of an agency’s emergency restraint procedure is considered unauthorized. A restraint that is intentionally applied incorrectly is considered an improper use of restraint.</p> <p>2. Death – All deaths are reportable.</p> <p>3. Disease Reportable to the Department of Health – An occurrence of a disease on The Pennsylvania Department of Health List of Reportable Diseases. The current list can be found at the Department of Health’s website, <a href="http://www.health.state.pa.us">www.health.state.pa.us</a>. An incident report is required only when the reportable disease is initially diagnosed.</p> <p>4. Emergency closure – An unplanned situation that results in the closure of a home or program facility for one or more days. This category does not apply to individuals who reside in their own home or the home of a family member. (This may be reported as a site report, which is a report related to multiple participants receiving services at the same place.)</p> <p>5. Emergency room visit – The use of a hospital emergency room. This includes situations that are clearly “emergencies” as well as those when an individual is directed to an emergency room in lieu of a visit to the Primary Care Physician (PCP) or as the result of a visit to the PCP. The use of an emergency room by an individual’s PCP, in place of the physician’s office, is not reportable.</p> <p>6. Fire – A situation that requires the active involvement of fire personnel that is extinguishing a fire, clearing smoke from the premises, responding to a false alarm, and the like. Situations which require the evacuation of a facility in response to suspected or actual gas leaks and/or carbon monoxide alarms, or both, are reportable. Situations in which staff extinguish small fires without the involvement of fire personnel are reportable. This may be reported as a site report.</p> <p>7. Hospitalization – An inpatient admission to an acute care facility for purposes of treatment. Scheduled treatment of medical conditions on an outpatient basis is not reportable.</p> <p>8. Individual-to-individual abuse – An interaction between one individual receiving services and another individual receiving services resulting in an</p> |         |

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|     |                | <p>the result of a visit to the PCP. The use of an emergency room by an individual’s PCP, in place of the physician’s office, is not reportable.</p> <p>6. Fire – A situation that requires the active involvement of fire personnel that is extinguishing a fire, clearing smoke from the premises, responding to a false alarm, and the like. Situations which require the evacuation of a facility in response to suspected or actual gas leaks and/or carbon monoxide alarms, or both, are reportable. Situations in which staff extinguish small fires without the involvement of fire personnel are reportable. This may be reported as a site report.</p> <p>7. Hospitalization – An inpatient admission to an acute care facility for purposes of treatment. Scheduled treatment of medical conditions on an outpatient basis is not reportable.</p> <p>8. Individual-to-individual abuse – An interaction between one individual receiving services and another individual receiving services resulting in an allegation or actual occurrence of the infliction of injury, unreasonable confinement, intimidation, punishment, mental anguish, sexual abuse or exploitation. Individual-to-individual abuse is reported on from the victim’s perspective, not on the person committing the abuse.</p> <p>9. Injury requiring treatment beyond first aid – Any injury that requires the provision of medical treatment beyond that traditionally considered first aid. First aid includes assessing a condition, cleaning an injury, applying topical medications, applying a Band-Aid, and the like. Treatment beyond first aid includes but is not limited to lifesaving interventions such as CPR or use of the Heimlich maneuver, wound closure by a medical professional, casting or otherwise immobilizing a limb. Evaluation/assessment of an injury by emergency personnel in response to a “911” call is reportable even if the individual is not transported to an emergency room.</p> <p>10. Law enforcement activity – The involvement of law enforcement personnel is reportable in the following situations:<br/>                     (i) An individual is charged with a crime or is the subject of a</p> | <p>allegation or actual occurrence of the infliction of injury, unreasonable confinement, intimidation, punishment, mental anguish, sexual abuse or exploitation. Individual-to-individual abuse is reported on from the victim’s perspective, not on the person committing the abuse.</p> <p>9. Injury requiring treatment beyond first aid – Any injury that requires the provision of medical treatment beyond that traditionally considered first aid. First aid includes assessing a condition, cleaning an injury, applying topical medications, applying a Band-Aid, and the like. Treatment beyond first aid includes but is not limited to lifesaving interventions such as CPR or use of the Heimlich maneuver, wound closure by a medical professional, casting or otherwise immobilizing a limb. Evaluation/assessment of an injury by emergency personnel in response to a “911” call is reportable even if the individual is not transported to an emergency room.</p> <p>10. Law enforcement activity – The involvement of law enforcement personnel is reportable in the following situations:<br/>                     (i) An individual is charged with a crime or is the subject of a police investigation that may lead to criminal charges.<br/>                     (ii) An individual causes an event, such as pulling a fire alarm that requires active involvement of law enforcement personnel, even if the event will not lead to criminal charges.<br/>                     (iii) An individual is the victim of a crime, including crimes against the person or their property.<br/>                     (iv) A crime, such as vandalism or a break-in, that occurs at a provider site. This may be reported as a site report.<br/>                     (v) An on-duty employee or an employee who is volunteering during off duty time, who is charged with an offense, a crime or is the subject of an investigation while on duty or volunteering. This is reported as a site report.<br/>                     (vi) A volunteer who is charged with an offense, a crime or is the subject of an investigation resulting from actions or behaviors that occurred while volunteering. This is reported as a site report.<br/>                     (vii) A crisis intervention involving police/law enforcement personnel.<br/>                     (viii) A citation given to an agency staff person for a moving violation while operating an agency vehicle, or while transporting individuals in a private vehicle, is reported as a site report.</p> <p>11. Missing person – A person is considered missing when they are out of</p> |         |

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|     |                | <p>police investigation that may lead to criminal charges.</p> <p>(ii) An individual causes an event, such as pulling a fire alarm that requires active involvement of law enforcement personnel, even if the event will not lead to criminal charges.</p> <p>(iii) An individual is the victim of a crime, including crimes against the person or their property.</p> <p>(iv) A crime, such as vandalism or a break-in, that occurs at a provider site. This may be reported as a site report.</p> <p>(v) An on-duty employee or an employee who is volunteering during off duty time, who is charged with an offense, a crime or is the subject of an investigation while on duty or volunteering. This is reported as a site report.</p> <p>(vi) A volunteer who is charged with an offense, a crime or is the subject of an investigation resulting from actions or behaviors that occurred while volunteering. This is reported as a site report.</p> <p>(vii) A crisis intervention involving police/law enforcement personnel.</p> <p>(viii) A citation given to an agency staff person for a moving violation while operating an agency vehicle, or while transporting individuals in a private vehicle, is reported as a site report.</p> <p>11. Missing person – A person is considered missing when they are out of contact with staff for more than 24 hours without prior arrangement or if they are in immediate jeopardy when missing for any period of time. A person may be considered in “immediate jeopardy” based on the person’s personal history and may be considered “missing” before 24 hours elapse. Additionally, it is considered a reportable incident whenever the police are contacted about an individual and/or the police independently find and return the individual, or both, regardless of the amount of time the person was missing.</p> <p>12. Misuse of funds– An intentional act or course of conduct, which results in the loss or misuse of an individual’s money or personal property. Requiring an individual to pay for an item or</p> | <p>contact with staff for more than 24 hours without prior arrangement or if they are in immediate jeopardy when missing for any period of time. A person may be considered in “immediate jeopardy” based on the person’s personal history and may be considered “missing” before 24 hours elapse. Additionally, it is considered a reportable incident whenever the police are contacted about an individual and/or the police independently find and return the individual, or both, regardless of the amount of time the person was missing.</p> <p>12. Misuse of funds– An intentional act or course of conduct, which results in the loss or misuse of an individual’s money or personal property. Requiring an individual to pay for an item or service that is normally provided as part of the ISP is considered financial exploitation and is reportable as a misuse of funds. Requiring an individual to pay for items that are intended for use by several individuals is also considered financial exploitation. Individuals may voluntarily make joint purchases with other individuals of items that benefit the household.</p> <p>13. Neglect – The failure to obtain or provide the needed services and supports defined as necessary or otherwise required by law or regulation. This includes the failure to provide needed care such as shelter, food, clothing, personal hygiene, medical care, protection from health and safety hazards, attention and supervision, including leaving individuals unattended and other basic treatment and necessities needed for development of physical, intellectual and emotional capacity and well-being. This includes acts that are intentional or unintentional regardless of the obvious occurrence of harm.</p> <p>14. Psychiatric hospitalization – An inpatient admission to a psychiatric facility, including crisis facilities and the psychiatric departments of acute care hospitals, for the purpose of evaluation and/or treatment, or both, whether voluntary or involuntary. This includes admissions for “23 hour” observation and those for the review and/or adjustment, or both, of medications prescribed for the treatment of psychiatric symptoms or for the control of challenging behaviors.</p> <p>15. Rights violation – An act which is intended to improperly restrict or deny the human or civil rights of an individual including those rights which are specifically mandated under applicable regulations. Examples include but are not limited to, the unauthorized removal of personal property, refusal of access to the telephone, privacy violations, and breach of confidentiality. This does not include restrictions that are imposed by court order or consistent with a waiver of licensing regulations.</p> |         |

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|     |                | <p>service that is normally provided as part of the ISP is considered financial exploitation and is reportable as a misuse of funds. Requiring an individual to pay for items that are intended for use by several individuals is also considered financial exploitation. Individuals may voluntarily make joint purchases with other individuals of items that benefit the household.</p> <p>13. Neglect – The failure to obtain or provide the needed services and supports defined as necessary or otherwise required by law or regulation. This includes the failure to provide needed care such as shelter, food, clothing, personal hygiene, medical care, protection from health and safety hazards, attention and supervision, including leaving individuals unattended and other basic treatment and necessities needed for development of physical, intellectual and emotional capacity and well being. This includes acts that are intentional or unintentional regardless of the obvious occurrence of harm.</p> <p>14. Psychiatric hospitalization – An inpatient admission to a psychiatric facility, including crisis facilities and the psychiatric departments of acute care hospitals, for the purpose of evaluation and/or treatment, or both, whether voluntary or involuntary. This includes admissions for “23 hour” observation and those for the review and/or adjustment, or both, of medications prescribed for the treatment of psychiatric symptoms or for the control of challenging behaviors.</p> <p>15. Rights violation – An act which is intended to improperly restrict or deny the human or civil rights of an individual including those rights which are specifically mandated under applicable regulations. Examples include but are not limited to, the unauthorized removal of personal property, refusal of access to the telephone, privacy violations, and breach of confidentiality. This does not include restrictions that are imposed by court order or consistent with a waiver of licensing regulations.</p> <p>16. Suicide attempt – The intentional and voluntary attempt to take one’s own life. A suicide attempt is limited to the actual</p> | <p>16. Suicide attempt – The intentional and voluntary attempt to take one’s own life. A suicide attempt is limited to the actual occurrence of an act and does not include suicidal threats.</p> <p>17. Crisis Event – <b>Atypical</b> behavior episode manifesting itself by acute symptoms of sufficient severity such that a prudent layperson, who possesses an average knowledge of behavioral health and medicine, could reasonably expect the absence of immediate intervention to result in placing the individual and/or persons around them in serious jeopardy, including imminent risk of hospitalization, institutionalization, or incarceration. <del>If a crisis event occurs at the same time as another incident category, two reports must be submitted: one using the reporting form for most incidents and one using a form specifically to inform and evaluate the persons crisis intervention plan.</del> <b>for the participant that has escalated to the point where there is a risk of serious harm to self or others or damage to property exhibited in an environment that is not accommodating to the behavior and the behavior has not been responsive to minimal intervention and could result in law enforcement involvement, hospitalization of the participant or other undesired outcomes.</b></p> <p>18. Restraints - Any physical, chemical or mechanical intervention used to control acute, episodic behavior that restricts the movement or function of the individual or portion of the individual’s body, including those that are approved as part of an ISP or those used on an emergency basis. Improper or unauthorized use of restraint is considered abuse and is to be reported under the abuse category.</p> <p>Incidents to be reported within 72 hours</p> <p>The following category of incidents must be reported within 72 hours of the recognition or discovery of the event:</p> <p>1. Medication error – Any nonconforming practice with the Rights of Medication Administration” as described in the ODP Medication Administration Training Course. This includes omission, wrong dose, wrong time, wrong person, wrong medication, wrong route, wrong position, wrong technique/method and wrong form.</p> |         |

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|     |                | <p>occurrence of an act and does not include suicidal threats.</p> <p>17. Crisis Event - A behavioral episode manifesting itself by acute symptoms of sufficient severity such that a prudent layperson, who possesses an average knowledge of behavioral health and medicine, could reasonably expect the absence of immediate intervention to result in placing the individual and/or the persons around them in serious jeopardy, including imminent risk of hospitalization, institutionalization, or incarceration. If a crisis event occurs at the same time as another incident category, two reports must be submitted: one using the reporting form for most incidents and one using a form specifically to inform and evaluate the person’s crisis intervention plan.</p> <p>18. Restraints - Any physical, chemical or mechanical intervention used to control acute, episodic behavior that restricts the movement or function of the individual or portion of the individual’s body, including those that are approved as part of an ISP or those used on an emergency basis. Improper or unauthorized use of restraint is considered abuse and is to be reported under the abuse category.</p> <p>Incidents to be reported within 72 hours</p> <p>The following category of incidents must be reported within 72 hours of the recognition or discovery of the event:</p> <p>1. Medication error – Any nonconforming practice with the Rights of Medication Administration” as described in the ODP Medication Administration Training Course. This includes omission, wrong dose, wrong time, wrong person, wrong medication, wrong route, wrong position, wrong technique/method and wrong form.</p> <p>Individuals and/or entities that must report incidents</p> | <p>Individuals and/or entities that must report incidents</p> <p>- Providers:</p> <p>Employees, contracted agents and volunteers of Adult Autism Waiver providers are to respond to events that are defined as an incident. When an incident is recognized or discovered by a provider, prompt action is to be taken to protect the individual’s health, safety and rights. The responsibility for this protective action is assigned to the provider initial reporter and point person. The protection may include <b>calling dialing</b> 911, escorting to medical care, separating the perpetrator, arranging for counseling and referring to a victim assistance program. Unless otherwise indicated in the individual support plan, the provider point person or designee is to inform the individual’s family <b>or representative</b> within 24 hours, or within 72 hours for medication errors, of the occurrence of an incident and to also inform the family <b>or representative</b> of the outcome of any investigation.</p> <p>After taking all appropriate actions following an incident to protect the individual, the provider is to report all categories of incidents and complete an investigation as necessary whenever services or supports are:</p> <ol style="list-style-type: none"> <li>1. Rendered at the provider's site;</li> <li>2. Provided in a community environment, other than an individual’s home, while the individual is the responsibility of an employee, contracted agent or volunteer; or</li> <li>3. Provided in an individual's own home or the home of his family, while an employee, contracted agent or volunteer is providing services in the home.</li> </ol> <p>In addition, employees, contracted agents or volunteers of provider agencies are to report deaths, alleged abuse, or neglect when they become aware of such incidents regardless of where or when these incidents occur. If the death, alleged abuse or neglect occurred beyond the provider's responsibility as specified above (relating to providers) the provider is not to report the incident according to Appendix G-1-b, but instead should give notice of the incident to the individual's supports coordinator.</p> |         |

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|     |                | <p>- Providers:</p> <p>Employees, contracted agents and volunteers of Adult Autism Waiver providers are to respond to events that are defined as an incident. When an incident is recognized or discovered by a provider, prompt action is to be taken to protect the individual's health, safety and rights. The responsibility for this protective action is assigned to the provider initial reporter and point person. The protection may include dialing 911, escorting to medical care, separating the perpetrator, arranging for counseling and referring to a victim assistance program. Unless otherwise indicated in the individual support plan, the provider point person or designee is to inform the individual's family within 24 hours, or within 72 hours for medication errors, of the occurrence of an incident and to also inform the family of the outcome of any investigation.</p> <p>After taking all appropriate actions following an incident to protect the individual, the provider is to report all categories of incidents and complete an investigation as necessary whenever services or supports are:</p> <ol style="list-style-type: none"> <li>1. Rendered at the provider's site;</li> <li>2. Provided in a community environment, other than an individual's home, while the individual is the responsibility of an employee, contracted agent or volunteer; or</li> <li>3. Provided in an individual's own home or the home of his family, while an employee, contracted agent or volunteer is providing services in the home.</li> </ol> <p>In addition, employees, contracted agents or volunteers of provider agencies are to report deaths, alleged abuse, or neglect when they become aware of such incidents regardless of where or when these incidents occur. If the death, alleged abuse or neglect occurred beyond the provider's responsibility as</p> | <p>- Individuals and families.</p> <p>Individuals and families are to notify the provider, when they feel it is appropriate, or their supports coordinator regarding any health and safety concerns they may have related to a service or support that they are receiving. If an individual or family member observes or suspects abuse, neglect or any inappropriate conduct, whether occurring in the home or out of the home, they should contact the provider or their supports coordinator, or both and they may also contact BAS directly at a toll-free number, 1-866-5239-7689. The supports coordinator will either inform the involved provider of the incident or file an incident report. Once informed by the supports coordinator, the provider is subsequently responsible to take prompt action to protect the individual, complete an investigation as necessary and file an incident report. In the event of the death of an individual, the family is requested to notify the supports coordinator.</p> <p>- Supports Coordinators</p> <p>The supports coordinator is to immediately notify the provider when an individual or family informs their supports coordinator that an event has occurred that can be defined as an incident and services or supports were:</p> <ol style="list-style-type: none"> <li>1. Rendered at the provider's site;</li> <li>2. Provided in a community environment, other than an individual's home, while the individual is the responsibility of an employee, contracted agent or volunteer; or</li> <li>3. Provided in an individual's own home or the home of his family, while an employee, contracted agent or volunteer is providing services in the home.</li> </ol> <p>The provider is responsible for taking prompt action to protect the individual, completing an investigation as necessary and filing an incident report.</p> <p>When an individual or a family member informs the supports coordinator of an event that can be categorized as an incident and the provider is not responsible</p> |         |

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|     |                | <p>specified above (relating to providers) the provider is not to report the incident according to Appendix G-1-b, but instead should give notice of the incident to the individual's supports coordinator.</p> <p>- Individuals and families.</p> <p>Individuals and families are to notify the provider, when they feel it is appropriate, or their supports coordinator regarding any health and safety concerns they may have related to a service or support that they are receiving. If an individual or family member observes or suspects abuse, neglect or any inappropriate conduct, whether occurring in the home or out of the home, they should contact the provider or their supports coordinator, or both and they may also contact BAS directly at a toll-free number, 1-866-529-7689. The supports coordinator will either inform the involved provider of the incident or file an incident report. Once informed by the supports coordinator, the provider is subsequently responsible to take prompt action to protect the individual, complete an investigation as necessary and file an incident report. In the event of the death of an individual, the family is requested to notify the supports coordinator.</p> <p>- Supports Coordinators</p> <p>The supports coordinator is to immediately notify the provider when an individual or family informs their supports coordinator that an event has occurred that can be defined as an incident and services or supports were:</p> <ol style="list-style-type: none"> <li>1. Rendered at the provider's site;</li> <li>2. Provided in a community environment, other than an individual's home, while the individual is the responsibility of an employee, contracted agent or volunteer; or</li> </ol> | <p>for reporting the incident as specified in items 1 – 3 above, the supports coordinator will take prompt action to protect the individual. The supports coordinator may need to employ the resources of law enforcement, area agency on aging, counselors or other protective service agencies to protect the individual. Once the individual's health and safety are assured the supports coordinator will report the incident to BAS using the incident reporting methods described below. The supports coordination agency will assign a certified investigator if necessary according to Appendix G-1-d.</p> <p>When a <del>family member of an individual informs</del> the individual's supports coordinator <b>is informed</b> of the death of the individual, the supports coordinator will determine if a report has been filed by a provider. If a provider is not required to file the report, the supports coordinator will file an incident report.</p> <p>If a supports coordinator is informed that a provider suspects that abuse or neglect is occurring beyond the authority of the provider to investigate as specified in items 1 – 3 above, the supports coordinator is to take all available action to protect the health and safety of the individual. The supports coordinator may need to employ the resources of law enforcement, area agency on aging, counselors or other protective service agencies to protect the individual. Once the individual's health and safety are assured the supports coordinator will report the incident to BAS using the incident reporting methods described below and the supports coordination agency will assign a certified investigator if necessary according to Appendix G-1-d.</p> <p>- Bureau of Autism Services</p> <p>In some circumstances, BAS staff may be required to report incidents. BAS staff are to report deaths and incidents of alleged abuse or neglect in circumstances when the process for reporting or investigating incidents, described in this waiver document, for providers or support coordination entities compromises objectivity.</p> <p>Incident Reporting Methods</p> |         |

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|     |                | <p>3. Provided in an individual's own home or the home of his family, while an employee, contracted agent or volunteer is providing services in the home.</p> <p>The provider is responsible for taking prompt action to protect the individual, completing an investigation as necessary and filing an incident report.</p> <p>When an individual or a family member informs the supports coordinator of an event that can be categorized as an incident and the provider is not responsible for reporting the incident as specified in items 1 – 3 above, the supports coordinator will take prompt action to protect the individual. The supports coordinator may need to employ the resources of law enforcement, area agency on aging, counselors or other protective service agencies to protect the individual. Once the individual's health and safety are assured the supports coordinator will report the incident to BAS using the incident reporting methods described below. The supports coordination agency will assign a certified investigator if necessary according to Appendix G-1-d.</p> <p>When a family member of an individual informs the individual's supports coordinator of the death of the individual, the supports coordinator will determine if a report has been filed by a provider. If a provider is not required to file the report, the supports coordinator will file an incident report.</p> <p>If a supports coordinator is informed that a provider suspects that abuse or neglect is occurring beyond the authority of the provider to investigate as specified in items 1 – 3 above, the supports coordinator is to take all available action to protect the health and safety of the individual. The supports coordinator may need to employ the resources of law enforcement, area agency on aging, counselors or other protective service agencies</p> | <p>The primary method used to report incidents is <del>HCSIS</del> or EIM as described above. If <del>HCSIS</del> or EIM functionality is unavailable, the methods for reporting an incident are by fax or an e-mail to BAS of the password-protected incident management forms described above.</p> <p><b>All providers must also comply with the notification requirements of 35 P.S. §§ 10225.101 -10225.5102 (Older Adults Protective Services Act) and 35 P.S. §§ 10210.101-10210.704 (Adult Protective Services Act).</b></p> |         |

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|     |  | <p>to protect the individual. Once the individual's health and safety are assured the supports coordinator will report the incident to BAS using the incident reporting methods described below and the supports coordination agency will assign a certified investigator if necessary according to Appendix G-1-d.</p> <p>- Bureau of Autism Services</p> <p>In some circumstances, BAS staff may be required to report incidents. BAS staff are to report deaths and incidents of alleged abuse or neglect in circumstances when the process for reporting or investigating incidents, described in this waiver document, for providers or support coordination entities compromises objectivity.</p> <p>Incident Reporting Methods</p> <p>The primary method used to report incidents is HCSIS or EIM as described above. If HCSIS or EIM functionality is unavailable, the methods for reporting an incident are by fax or an e-mail to BAS of the password-protected incident management forms described above.</p> |  |         |
|     | Appendix G-1: Response to Critical Events or Incidents<br>c. Participant Training and Education. | When Supports Coordinators meet with the participant and his/her family for the introductory meeting and subsequent ISP development meetings, Supports Coordinators must review what participants, or anyone in the participant's support team, should do if they have concerns about abuse, neglect, or exploitation and provide instructions for how to report these concerns to the Supports Coordinator or to the BAS toll-free number.  | When Supports Coordinators meet with the participant and his/her family <b>or representative</b> for the introductory meeting and subsequent ISP development meetings, Supports Coordinators must review what participants, or anyone in the participant's support team, should do if they have concerns about abuse, neglect, or exploitation and provide instructions for how to report these concerns to the Supports Coordinator or to the BAS toll-free number. |         |
|     | Appendix G-1: Response to Critical Events or Incidents   | Entities that receive and evaluate reports:<br><br>BAS evaluates all incident reports within 24 hours of their submission to determine that appropriate action to protect the  | Entities that receive and evaluate reports:<br><br>BAS evaluates all incident reports within 24 hours of their submission to determine that appropriate action to protect the individual's health, safety and  |         |

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|     | <p>d. Responsibility for Review of and Response to Critical Events or Incidents.</p> | <p>individual’s health, safety and rights occurred. If the appropriate actions have not taken place, BAS staff immediately communicate their concerns to the reporting entity (i.e., provider or supports coordinator). BAS approval of incidents must meet criteria within the Incident Management Closure Protocol.</p> <p>After the provider or supports coordinator submits the final section of the Incident Report, BAS staff perform a management review within 30 days. BAS conducts the management review process so that at least 90 percent of the submitted incident reports are approved or not approved within 30 days of finalization by the provider or supports coordination entity. The management review process is to review the full report and approve or not approve the incident report. This process includes a determination that: (1) The appropriate action to protect the individual's health, safety and rights occurred. (2) The incident categorization is correct. (3) A certified investigation occurred when needed. (4) Proper safeguards are in place. (5) Corrective action in response to the incident has, or will, take place.</p> <p>Entities responsible for conducting investigations and how investigations are conducted:</p> <p>Investigations are required for the following categories of incidents defined in Appendix G-1-b:</p> <ul style="list-style-type: none"> <li>•o Abuse</li> <li>•o Death, when an individual is receiving services from a provider as specified in items 1-3 below.</li> <li>•o Misuse of Funds</li> <li>•o Neglect</li> <li>•o Rights Violation</li> <li>•o Hospitalization, when caused by one of the following:</li> </ul> | <p>rights occurred. If the appropriate actions have not taken place, BAS staff immediately communicate their concerns to the reporting entity (i.e., provider or supports coordinator). BAS approval of incidents must meet criteria within the Incident Management Closure Protocol.</p> <p>After the provider or supports coordinator submits the final section of the Incident Report, BAS staff perform a management review within 30 days. BAS conducts the management review process so that at least 90 percent of the submitted incident reports are approved or not approved within 30 days of finalization by the provider or supports coordination entity. The management review process is to review the full report and approve or not approve the incident report. This process includes a determination that: (1) The appropriate action to protect the individual's health, safety and rights occurred. (2) The incident categorization is correct. (3) A certified investigation occurred when needed. (4) Proper safeguards are in place. (5) Corrective action in response to the incident has, or will, take place.</p> <p>Entities responsible for conducting investigations and how investigations are conducted:</p> <p>Investigations are required for the following categories of incidents defined in Appendix G-1-b:</p> <ul style="list-style-type: none"> <li>•o Abuse</li> <li>•o Death, when an individual is receiving services from a provider as specified in items 1-3 below.</li> <li>•o Misuse of Funds</li> <li>•o Neglect</li> <li>•o Rights Violation</li> <li>•o Hospitalization, when caused by one of the following: <ul style="list-style-type: none"> <li>o accidental injury,</li> <li>o unexplained injury,</li> <li>o staff to individual injury,</li> <li>o injury resulting from individual to individual abuse, or</li> <li>o injury resulting from restraint</li> </ul> </li> </ul> |         |

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|     |                | <ul style="list-style-type: none"> <li>o accidental injury,</li> <li>o unexplained injury,</li> <li>o staff to individual injury,</li> <li>o injury resulting from individual to individual abuse, or</li> <li>o injury resulting from restraint</li> <li>•o Emergency room visit, when caused by one of the following:               <ul style="list-style-type: none"> <li>o unexplained injury,</li> <li>o staff to individual injury,</li> <li>o injury resulting from individual to individual abuse, or</li> <li>o injury resulting from restraint</li> </ul> </li> <li>•o Injury requiring treatment beyond first aid, when caused by one of the following:               <ul style="list-style-type: none"> <li>o staff to individual injury,</li> <li>o injury resulting from individual to individual abuse, or</li> <li>o injury resulting from restraint</li> </ul> </li> <li>•o Individual to individual abuse, when sexual abuse is alleged</li> </ul> <p>Providers are responsible for investigating the above types of incidents if the alleged incident occurred when services or supports were:</p> <ol style="list-style-type: none"> <li>1. Rendered at the provider’s site;</li> <li>2. Provided in a community environment, other than an individual’s home, while the individual was the responsibility of an employee, contracted agent or volunteer; or</li> <li>3. Provided in an individual’s own home or the home of his family, while an employee, contracted agent or volunteer is providing services in the home.</li> </ol> <p>Supports Coordinators are responsible for investigating events that can be categorized as abuse or neglect if the provider is not responsible as specified in items 1- 3 above. Also, if a provider's certified investigator suspects that abuse or neglect is occurring beyond the authority of the provider to investigate, as specified in items 1-3 above, the supports coordinator is responsible for the investigation.</p> | <ul style="list-style-type: none"> <li>•o Emergency room visit, when caused by one of the following:               <ul style="list-style-type: none"> <li>o unexplained injury,</li> <li>o staff to individual injury,</li> <li>o injury resulting from individual to individual abuse, or</li> <li>o injury resulting from restraint</li> </ul> </li> <li>•o Injury requiring treatment beyond first aid, when caused by one of the following:               <ul style="list-style-type: none"> <li>o staff to individual injury,</li> <li>o injury resulting from individual to individual abuse, or</li> <li>o injury resulting from restraint</li> </ul> </li> <li>•o Individual to individual abuse, when sexual abuse is alleged</li> </ul> <p>Providers are responsible for investigating the above types of incidents if the alleged incident occurred when services or supports were:</p> <ol style="list-style-type: none"> <li>1. Rendered at the provider’s site;</li> <li>2. Provided in a community environment, other than an individual’s home, while the individual was the responsibility of an employee, contracted agent or volunteer; or</li> <li>3. Provided in an individual’s own home or the home of his family, while an employee, contracted agent or volunteer is providing services in the home.</li> </ol> <p>Supports Coordinators are responsible for investigating events that can be categorized as abuse or neglect if the provider is not responsible as specified in items 1- 3 above. Also, if a provider's certified investigator suspects that abuse or neglect is occurring beyond the authority of the provider to investigate, as specified in items 1-3 above, the supports coordinator is responsible for the investigation.</p> <p>BAS is responsible for investigating events that BAS must report as specified in Appendix G-1-b. For incidents that the provider must investigate, BAS conducts a separate investigation for incidents that involve either death or the use of restraint.</p> <p>The responsible entities identified above will assign certified investigators to conduct investigations. A certified investigator is a person who has been</p> |         |

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|     |                | <p>BAS is responsible for investigating events that BAS must report as specified in Appendix G-1-b. For incidents that the provider must investigate, BAS conducts a separate investigation for incidents that involve either death or the use of restraint.</p> <p>The responsible entities identified above will assign certified investigators to conduct investigations. A certified investigator is a person who has been trained and received a certificate in investigation from ODP as communicated via Mental Retardation Bulletin 00-04-11, issued September 16, 2004, titled Announcement of Certified Investigations. Certified investigators are to promptly begin an investigation, when assigned, and are to enter a summary of their investigation findings in the Incident Report.</p> <p>How investigations are conducted:</p> <p>Certified investigators conduct their investigations as per their Certified Investigator training, by conducting face-to-face interviews with the alleged victim, interviewing witnesses, reviewing witness's written statements, determining whether clinical input is needed (if so BAS clinicians would be contacted), and securing that input, and identifying and reviewing other evidence as appropriate.</p> <p>Certified investigators are required to complete investigation records and enter the summary of the investigator's findings into HCSIS or EIM. If HCSIS or EIM is unavailable, certified investigators must e-mail findings to BAS using a password-protected Excel form developed by BAS and investigators must e-mail the password separately to protect participant confidentiality. The summary is the compilation of the analysis and findings section of the investigation report. For more information on the investigation report, see the Pennsylvania</p> | <p>trained and received a certificate in investigation from ODP as communicated via Mental Retardation Bulletin 00-04-11, issued September 16, 2004, titled Announcement of Certified Investigations. Certified investigators are to promptly begin an investigation, when assigned, and are to enter a summary of their investigation findings in the Incident Report.</p> <p>How investigations are conducted:</p> <p>Certified investigators conduct their investigations as per their Certified Investigator training, by conducting face-to-face interviews with the alleged victim, interviewing witnesses, reviewing witnesses' written statements, determining whether clinical input is needed (if so <b>the BAS Clinical Team</b> <del>ians</del> would be contacted), <del>and</del> securing that input, and identifying and reviewing other evidence as appropriate.</p> <p>Certified investigators are required to complete investigation records and enter the summary of the investigator's findings into <del>HCSIS or EIM</del>. If <del>HCSIS or EIM</del> is unavailable, certified investigators must e-mail findings to BAS using a password-protected Excel form developed by BAS and investigators must e-mail the password separately to protect participant confidentiality. The summary is the compilation of the analysis and findings section of the investigation report. <del>For</del> <b>More</b> information on the investigation report, <b>see is found in</b> the Pennsylvania Certified Investigation Manual.</p> <p>Investigation timeframes:</p> <p>Investigation findings are part of final section of the incident report, mentioned in Appendix G-1-b, which must be submitted within 30 days of the incident's recognition or discovery. If the provider agency determines they will not be able to meet the 30-day reporting timeframes for completion of the final section, the provider must notify BAS prior to the expiration of the 30-day period.</p> <p>Process and timeframes for informing the participant and his/her family and providers of the investigation results:</p> |         |

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|     |                | <p>Certified Investigation Manual.</p> <p>Investigation timeframes:</p> <p>Investigation findings are part of final section of the incident report, mentioned in Appendix G-1-b, which must be submitted within 30 days of the incident’s recognition or discovery. If the provider agency determines they will not be able to meet the 30-day reporting timeframes for completion of the final section, the provider must notify BAS prior to the expiration of the 30-day period.</p> <p>Process and timeframes for informing the participant and his/her family and providers of the investigation results:</p> <p>The provider point person must notify the individual’s family of the occurrence of a reportable incident within 24 hours of the incident, or 72 hours for medication errors, unless otherwise indicated in the ISP. The provider point person must notify the individual and his/her family of the findings of any investigation unless otherwise indicated in the ISP. BAS, Supports Coordinators, and provider staff, including staff from providers not involved in the incident, must be notified of the investigation results through HCSIS or EIM. If HCSIS or EIM is unavailable, point persons must e-mail findings to BAS using a password-protected Excel form developed by BAS. Point persons must e-mail the password separately to protect participant confidentiality.</p> <p>Process and timelines for investigations findings that are not completed within 30 days:</p> <p>The plan of correction requires the provider to submit the final incident report as promptly as possible. Timelines are established on a case-by-case basis based on the nature of the</p> | <p>The provider point person must notify the participant and his or her family <b>or representative</b> of the occurrence of a reportable incident within 24 hours of the incident, or 72 hours for medication errors, unless otherwise indicated in the ISP. The provider point person must notify the participant and his/her family <b>or representative</b> of the findings of any investigation unless otherwise indicated in the ISP. BAS, Supports Coordinators, and provider staff, including staff from providers not involved in the incident, must be notified of the investigation results through <del>HCSIS</del> or EIM. If <del>HCSIS</del> or EIM is unavailable, point persons must e-mail findings to BAS using a password-protected Excel form developed by BAS. Point persons must e-mail the password separately to protect participant confidentiality.</p> <p>Process and timelines for investigations findings that are not completed within 30 days:</p> <p><b>Final reports that are not completed within 30 days will trigger a Plan of Correction (or Corrective Action Plan).</b> The plan of correction requires the provider to submit the final incident report as promptly as possible. Timelines are established on a case-by-case basis based on the nature of the incident and the reason the final report was not submitted on time. The state will follow-up with the provider on investigation findings within one week of the passage of the 30-day deadline and at least monthly thereafter until findings are complete and any corrective action has been implemented.</p> |         |

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|     |  | <p>incident and the reason the final report was not submitted on time. The state will follow-up with the provider on investigation findings within one week of the passage of the 30-day deadline and at least monthly thereafter until findings are complete and any corrective action has been implemented.</p>  |  |         |
|     | <p>Appendix G-1: Response to Critical Events or Incidents<br/>e. Responsibility for Oversight of Critical Incidents and Events</p> | <p>BAS is responsible for the oversight of and response to critical incidents. If the provider is licensed, BAS notifies the licensing agency of the incident and coordinates response to the incident with the licensing agency. Interaction with licensing agency staff must be made within one working day of reviewing and evaluating the incident.</p> <p>Within 24 hours of the submission of the first section of the incident report, BAS staff review the incident to determine that appropriate action to protect the individual’s health, safety, and rights occurred. In the event that the appropriate actions have not taken place the BAS staff should immediately communicate their concerns to the appropriate provider or supports coordinator.</p> <p>After the provider or supports coordinator submits the final section of the incident report, BAS completes a management review within 30 days. The management review process is to review the full report and approve or not approve the incident report. This process includes a determination that:</p> <ul style="list-style-type: none"> <li>• The appropriate action to protect the individual’s health, safety, and rights occurred.</li> <li>• The incident categorization is correct.</li> <li>• A certified investigation occurred when needed.</li> <li>• Proper safeguards are in place.</li> <li>• Corrective action in response to the incident has, or will, take place.</li> </ul> <p>Prior to each of their monthly contacts with participants, supports coordinators review HCSIS or EIM (or – if HCSIS or EIM</p> | <p>BAS is responsible for the oversight of and response to critical incidents. If the provider is licensed, BAS notifies the licensing agency of the incident and coordinates response to the incident with the licensing agency. Interaction with licensing agency staff must be made within one working day of reviewing and evaluating the incident.</p> <p>Within 24 hours of the submission of the first section of the incident report, BAS staff review the incident to determine that appropriate action to protect the individual’s health, safety, and rights occurred. In the event that the appropriate actions have not taken place the BAS staff should immediately communicate their concerns to the appropriate provider or supports coordinator.</p> <p>After the provider or supports coordinator submits the final section of the incident report, BAS completes a management review within 30 days. The management review process is to review the full report and approve or not approve the incident report. This process includes a determination that:</p> <ul style="list-style-type: none"> <li>• The appropriate action to protect the individual’s health, safety, and rights occurred.</li> <li>• The incident categorization is correct.</li> <li>• A certified investigation occurred when needed.</li> <li>• Proper safeguards are in place.</li> <li>• Corrective action in response to the incident has, or will, take place.</li> </ul> <p>Prior to each of their monthly contacts with participants, supports coordinators review <del>HCSIS or EIM</del> (or – if <del>HCSIS or EIM</del> incident management functionality is unavailable – records they maintain based on e-mail notification of incidents as described in Appendix G-1-b and G-1-d) for the status of participants’ incident reports and to identify the need for any ISP changes to prevent re-occurrence of any incidents.</p> |         |

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|     |   | <p>incident management functionality is unavailable – records they maintain based on e-mail notification of incidents as described in Appendix G-1-b and G-1-d) for the status of participants’ incident reports and to identify the need for any ISP changes to prevent re-occurrence of any incidents.</p> <p>BAS staff meet quarterly to review aggregated incident report data, discuss trends, identify possible causes of trends, and specify next steps for reducing participants’ risk of abuse, neglect, or exploitation.</p>  | <p>BAS staff meet quarterly to review aggregated incident report data, discuss trends, identify possible causes of trends, and specify next steps for reducing participants’ risk of abuse, neglect, or exploitation.</p>   |         |
|     | <p>Appendix G-2: Safeguards Concerning Restraints and Restrictive Interventions a. Use of Restraints.<br/>i. Safeguards Concerning the Use of Restraints.</p> | <p>BAS is clear on its mission to eliminate restraints as a response to challenging behaviors, and restraints have not been used in the Adult Autism Waiver. BAS articulated a policy to prevent restraint use in a provider manual for all providers and in a manual specifically for supports coordinators. In addition, providers licensed by ODP to serve people with intellectual disabilities must follow practices articulated in the licensing regulations related to restraints (Title 55 PA Code, Chapters 2380, 6400, and 6500). Physical, chemical, and mechanical restraints are permitted only when consistent with the practices described below.</p> <p>Use of Alternative Methods before Instituting Restraints</p> <p>Waiver service providers should pursue alternative strategies to the use of restraint. Every attempt shall be made to anticipate and de-escalate the behavior using methods of intervention less intrusive than restraints. If the person receives Behavioral Support Services, the participant’s behavioral support plan and crisis intervention plan identifies specific interventions tailored to the individual that anticipate and de-escalate challenging behaviors before restraints are considered necessary. Restraining a person in a prone position is prohibited.</p> <p>Protocols for When Restraints are Employed</p> | <p>BAS is clear on its mission to eliminate restraints as a response to challenging behaviors, <del>and restraints have not been used in the Adult Autism Waiver.</del> BAS articulated a policy to prevent restraint use in a provider manual for all providers and in a manual specifically for supports coordinators. In addition, providers licensed by <del>ODP</del> <b>DHS</b> to serve people with intellectual disabilities must follow practices articulated in the licensing regulations related to restraints (Title 55 PA Code, Chapters 2380, 6400, and 6500). Physical, chemical, and mechanical restraints are permitted only when consistent with the practices described below.</p> <p>Use of Alternative Methods before Instituting Restraints</p> <p>Waiver service providers should pursue alternative strategies to the use of restraint. Every attempt shall be made to anticipate and de-escalate the behavior using methods of intervention less intrusive than restraints. If the person receives Behavioral Support Services, the participant’s behavioral support plan and crisis intervention plan identifies specific interventions tailored to the individual that anticipate and de-escalate challenging behaviors before restraints are considered necessary. Restraining a person in a prone position is prohibited.</p> <p>Protocols for When Restraints are Employed</p> <p>Restraints are always a last resort to protect an individual’s health and/ or safety. Consequently, restraints are never <b>to be</b> used as a punishment,</p> |         |

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|     |                | <p>Restraints are always a last resort to protect an individual’s health and/ or safety. Consequently, it is never used as a punishment, therapeutic technique or for staff convenience. The individual is immediately to be released from the restraint as soon as it is determined that the individual is no longer a risk to him/herself or others. Manual restraint shall be used only when it has been documented that other less restrictive methods have been unsuccessful in protecting the individual from injuring himself or others. For each individual for whom restrictive procedures – including restraints – may be used, a restrictive procedure plan shall be written prior to the use of restrictive procedures. The restrictive procedure plan shall include methods for modifying or eliminating the behavior, such as changes in the individual’s physical and social environment, changes in the individual’s routine, improving communications, teaching skills and reinforcing appropriate behavior.</p> <p>The restrictive procedure plan shall be developed and revised by provider staff including participation of the individual’s direct care staff, the behavioral specialist (if Behavioral Specialist Services are in the participant’s ISP), and other professionals as appropriate. The restrictive procedure plan shall be submitted to the Supports Coordinator, who may convene the ISP team if necessary to discuss the plan. If the participant has a Behavioral Support Plan (BSP) and a Crisis Intervention Plan (CIP) which includes restrictive procedures, the BSP/CIP may serve as the restrictive procedure plan.</p> <p>The restrictive procedure plan shall include:</p> <ol style="list-style-type: none"> <li>(1) The specific behavior to be addressed and the suspected antecedent or reason for the behavior.</li> <li>(2) The single behavioral outcome desired stated in observable or measurable terms.</li> <li>(3) Methods for modifying or eliminating the behavior, such as changes in the individual’s physical and social environment,</li> </ol> | <p>therapeutic technique or for staff convenience. The participant must be immediately released from the restraint as soon as it is determined that the participant is no longer a risk to him/herself or others. Manual restraint shall be used only when it has been documented that other less restrictive methods have been unsuccessful in protecting the participant from injuring him/herself or others. For each participant for whom restrictive procedures – including restraints – may be used, a restrictive procedure plan shall be written prior to the use of restrictive procedures. The restrictive procedure plan shall include methods for modifying or eliminating the behavior, such as changes in the participant’s physical and social environment, changes in the participant’s routine, improving communications, teaching skills and reinforcing appropriate behavior.</p> <p>The restrictive procedure plan shall be developed and revised by provider staff including participation of the individual’s direct care staff, the behavioral specialist (if Behavioral Specialist Services are in the participant’s ISP), and other professionals as appropriate. The restrictive procedure plan shall be submitted to the Supports Coordinator, who may convene the ISP team if necessary to discuss the plan. If the participant has a Behavioral Support Plan (BSP) and a Crisis Intervention Plan (CIP) which includes restrictive procedures, the BSP/CIP may serve as the restrictive procedure plan.</p> <p>The restrictive procedure plan shall include:</p> <ol style="list-style-type: none"> <li>(1) The specific behavior to be addressed and the suspected antecedent or reason for the behavior.</li> <li>(2) The single behavioral outcome desired stated in observable or measurable terms.</li> <li>(3) Methods for modifying or eliminating the behavior, such as changes in the individual’s physical and social environment, changes in the individual’s routine, improving communications, teaching skills and reinforcing alternative appropriate behavior.</li> <li>(4) Types of restrictive procedures that may be used and the circumstances under which the procedures may be used.</li> <li>(5) A target date for achieving the outcome.</li> <li>(6) The amount of time the restrictive procedure may be applied.</li> <li>(7) Physical problems that require special attention during the use of restrictive</li> </ol> |         |

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|     |                | <p>changes in the individual’s routine, improving communications, teaching skills and reinforcing alternative appropriate behavior.</p> <p>(4) Types of restrictive procedures that may be used and the circumstances under which the procedures may be used.</p> <p>(5) A target date for achieving the outcome.</p> <p>(6) The amount of time the restrictive procedure may be applied.</p> <p>(7) Physical problems that require special attention during the use of restrictive procedures.</p> <p>(8) The name of the staff person responsible for monitoring and documenting progress with the plan.</p> <p>The restrictive procedure plan shall be implemented as written. Supports Coordinators and providers who developed the plan shall keep copies of the restrictive procedure plan in the individual’s record. Providers who use restraints as part of their operating procedures must have a restrictive procedure review committee. This committee must review and revise (if necessary) the restrictive procedure plan at least every 6 months.</p> <p>Methods for Detecting Unauthorized use of Restraints or Seclusion</p> <p>As articulated in Appendix G-1, BAS defines the unauthorized use of physical, chemical, or mechanical restraints as a form of abuse and requires providers to report incidents of abuse within 24 hours of occurrence or discovery. The Provider Manual and Supports Coordinator Manual also define the types of unauthorized restraints so providers can detect and report these abuses. All incidents are reportable through HCSIS or EIM or – if HCSIS or EIM incident management functionality is unavailable – via e-mail as described in Appendix G-1-b.</p> <p>After any use of a restraint, the Supports Coordinator must meet</p> | <p>procedures.</p> <p>(8) The name of the staff person responsible for monitoring and documenting progress with the plan.</p> <p>The restrictive procedure plan shall be implemented as written. Supports Coordinators and providers who developed the plan shall keep copies of the restrictive procedure plan in the individual’s record. Providers who use restraints as part of their operating procedures must have a restrictive procedure review committee. This committee must review and revise (if necessary) the restrictive procedure plan at least every 6 months.</p> <p>Methods for Detecting Unauthorized use of Restraints or Seclusion</p> <p>As articulated in Appendix G-1, BAS defines the unauthorized use of physical, chemical, or mechanical restraints as a form of abuse and requires providers to report incidents of abuse within 24 hours of occurrence or discovery. The Provider Manual and Supports Coordinator Manual also define the types of unauthorized restraints so providers can detect and report these abuses. All incidents are reportable through <del>HCSIS or EIM</del> or – if <del>HCSIS or EIM incident management</del> functionality is unavailable – via e-mail as described in Appendix G-1-b.</p> <p>After any use of a restraint, the Supports Coordinator must meet with the participant and his or her planning team for a post-restraint debriefing to determine how future situations can be prevented. The Supports Coordinator records information from the debriefing sessions in HCSIS as part of his or her service notes. These discussions can be separate and distinct with the intended purpose of determining what could have been done differently to avoid the restraint. Any changes to the individual’s plan shall be documented in the ISP.</p> <p>During the monitoring visits described in Appendix D, the Supports Coordinator assesses the participant’s health and welfare. If the participant or another individual informs the Supports Coordinator of an unreported use of restraint, the Supports Coordinator shall 1) take whatever immediate steps are necessary to ensure the participant’s health and welfare, and 2) report the incident</p> |         |

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|     |                | <p>with the participant and his or her planning team for a post-restraint debriefing to determine how future situations can be prevented. The Supports Coordinator records information from the debriefing sessions in HCSIS as part of his or her service notes. These discussions can be separate and distinct with the intended purpose of determining what could have been done differently to avoid the restraint. Any changes to the individual's plan shall be documented in the ISP.</p> <p>During the monitoring visits described in Appendix D, the Supports Coordinator assesses the participant's health and welfare. If the participant or another individual informs the Supports Coordinator of an unreported use of restraint, the Supports Coordinator shall 1) take whatever immediate steps are necessary to ensure the participant's health and welfare, and 2) report the incident according to the policy in Appendix G-1.</p> <p>Education and Training Requirements for Personnel who Administer Restraints and Seclusion</p> <p>BAS has several resources available to providers to educate and train staff regarding the safe use of restraint and the reduction and elimination of restraints. A list of training resources is found in Bulletin 00-06-09 Elimination of Restraints through Positive Practice.</p> <p>BAS requires providers who administer restraints to submit their planned staff training curricula for review and approval. BAS validates implementation of staff training as part of provider monitoring</p> <p>Training<br/>Training should be ongoing for all staff and should focus on overall supports for improving an individual's quality of life while maintaining his or her health and welfare. Acknowledging that</p> | <p>according to the policy in Appendix G-1.</p> <p>Education and Training Requirements for Personnel who Administer Restraints and Seclusion</p> <p>BAS has several resources available to providers to educate and train staff regarding the safe use of restraint and the reduction and elimination of restraints. A list of training resources is found in <b>ODP</b> Bulletin 00-06-09 Elimination of Restraints through Positive Practice.</p> <p>BAS requires providers who administer restraints to submit their planned staff training curricula for review and approval. BAS validates implementation of staff training as part of provider monitoring</p> <p>Training<br/>Training should be ongoing for all staff and should focus on overall supports for improving an individual's quality of life while maintaining his or her health and welfare. Acknowledging that there are providers that continue to serve and support individuals in a restraint-free environment and provide extensive training for their staff, the guidelines issued by ODP are to be viewed as minimal expectations to help support the person and create a structure that prevents restraint. All providers should have procedures in place that address how people are supported in emergency situations where an individual's health and welfare may be at risk.</p> <p>All staff should have initial training within 30 calendar days after their first day of employment and prior to working directly with an individual, or have documented training that has occurred within the past 12 months. Ongoing training is expected to occur within every calendar year. Training in the application of restraints is needed only for those providers who utilize restraint as part of their operating procedures. The following curriculum of training is required for those providers who utilize restraints.</p> <ul style="list-style-type: none"> <li>• Environmental design and social, physiological, and cultural motivators for behavior, including information on individuals who have experienced trauma such as abuse. This includes understanding the impact of environmental factors</li> </ul> |         |

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|     |                | <p>there are providers that continue to serve and support individuals in a restraint-free environment and provide extensive training for their staff, the guidelines issued by ODP are to be viewed as minimal expectations to help support the person and create a structure that prevents restraint. All providers should have procedures in place that address how people are supported in emergency situations where an individual’s health and welfare may be at risk.</p> <p>All staff should have initial training within 30 calendar days after their first day of employment and prior to working directly with an individual, or have documented training that has occurred within the past 12 months. Ongoing training is expected to occur within every calendar year. Training in the application of restraints is needed only for those providers who utilize restraint as part of their operating procedures. The following curriculum of training is required for those providers who utilize restraints.</p> <ul style="list-style-type: none"> <li>• Environmental design and social, physiological, and cultural motivators for behavior, including information on individuals who have experienced trauma such as abuse. This includes understanding the impact of environmental factors and triggers.</li> <li>• Positive behavioral support methods that include techniques to de-escalate behavior; listening and communication skills; teaching functionally equivalent replacement behaviors; awareness of environmental factors that can cause disruptive behaviors; violence prevention and conflict resolution; and how to complete a FBA.</li> <li>• Information on “best practice” methods for interacting with individuals who have a dual diagnosis of ASD and a mental illness. This includes the effects of medications, how medication changes can impact behavior, and teaching alternative strategies and other coping mechanisms.</li> <li>• Person-centered alternatives to the use of restraint, including an understanding of which positive behavior supports are most effective with particular individuals and teaching strategies that</li> </ul> | <p>and triggers.</p> <ul style="list-style-type: none"> <li>• Positive behavioral support methods that include techniques to de-escalate behavior; listening and communication skills; teaching functionally equivalent replacement behaviors; awareness of environmental factors that can cause disruptive behaviors; violence prevention and conflict resolution; and how to complete a FBA.</li> <li>• Information on “best practice” methods for interacting with individuals who have a dual diagnosis of ASD and a mental illness. This includes the effects of medications, how medication changes can impact behavior, and teaching alternative strategies and other coping mechanisms.</li> <li>• Person-centered alternatives to the use of restraint, including an understanding of which positive behavior supports are most effective with particular individuals and teaching strategies that emphasize prevention of future challenging incidents. This includes the integration of effective behavioral supports.</li> <li>• Basic training in body mechanics that illustrates how to avoid hyperextensions and other positions that may endanger individual safety.</li> <li>• Awareness of an individual’s health history in order to assess increased risk that may occur during the application of a restraint.</li> <li>• The use of physical restraints, including the proper application of restraints appropriate to the age, weight, and diagnosis of the individual. Also, the possible negative psychological effects of restraint, and monitoring an individual’s physical condition for signs of distress or trauma.</li> <li>• Definitions of restraint; policies on the use of restraints; the risks associated with the use of restraints; and staff experience the use of physical restraint applies to themselves. This includes debriefing techniques with the individuals they support as well as staff members.</li> </ul> |         |

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|     |   | <p>emphasize prevention of future challenging incidents. This includes the integration of effective behavioral supports.</p> <ul style="list-style-type: none"> <li>• Basic training in body mechanics that illustrates how to avoid hyperextensions and other positions that may endanger individual safety.</li> <li>• Awareness of an individual’s health history in order to assess increased risk that may occur during the application of a restraint.</li> <li>• The use of physical restraints, including the proper application of restraints appropriate to the age, weight, and diagnosis of the individual. Also, the possible negative psychological effects of restraint, and monitoring an individual’s physical condition for signs of distress or trauma.</li> <li>• Definitions of restraint; policies on the use of restraints; the risks associated with the use of restraints; and staff experience the use of physical restraint applies to themselves. This includes debriefing techniques with the individuals they support as well as staff members.</li> </ul> |   |         |
|     | <p>Appendix G-2: Safeguards Concerning Restraints and Restrictive Interventions<br/>                     b. Use of Restrictive Interventions.<br/>                     i. Safeguards Concerning the Use of Restrictive Interventions.</p> | <p>DPW encourages use of positive behavioral supports and discourages restrictive interventions. BAS articulated this policy in a provider manual for all providers and a manual specifically for supports coordinators. In addition, providers licensed by ODP to serve people with intellectual disabilities must follow practices articulated in the licensing regulations related to restraints and seclusion (Title 55 PA Code, Chapters 2380, 6400, and 6500).</p> <p>Use of Alternative Methods before Instituting Restrictive Interventions</p> <p>Waiver service providers are to pursue alternative strategies to the use of restrictive interventions. Every attempt should be made to anticipate and de-escalate the behavior using methods of intervention less intrusive than restrictive interventions. If the person receives Behavioral Support Services, the</p>   | <p><del>DPW</del> <b>DHS</b> encourages use of positive behavioral supports and discourages restrictive interventions. BAS articulated this policy in a provider manual for all providers and a manual specifically for supports coordinators. In addition, providers licensed by <b>DHS</b> <del>ODP</del> to serve people with intellectual disabilities must follow practices articulated in the licensing regulations related to restraints and seclusion (Title 55 PA Code, Chapters 2380, 6400, and 6500).</p> <p>Use of Alternative Methods before Instituting Restrictive Interventions</p> <p>Waiver service providers are to pursue alternative strategies to the use of restrictive interventions. Every attempt should be made to anticipate and de-escalate the behavior using methods of intervention less intrusive than restrictive interventions. If the person receives <del>Behavioral Support</del> <b>Specialized Skill Development</b> Services, the participant’s Behavioral Support Plan (BSP) and Crisis Intervention Plan (CIP) identifies specific interventions tailored to the individual that anticipate and de-escalate challenging behaviors before restrictive interventions are considered necessary.</p> |         |

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|     |                | <p>participant’s Behavioral Support Plan (BSP) and Crisis Intervention Plan (CIP) identifies specific interventions tailored to the individual that anticipate and de-escalate challenging behaviors before restrictive interventions are considered necessary.</p> <p>A restrictive intervention is a practice that limits an individual’s movement, activity of function; interferes with an individual’s ability to acquire positive reinforcement; results in the loss of objects or activities that an individual values; or requires an individual to engage in a behavior that the individual would not engage in given freedom of choice.</p> <p>A restrictive intervention may not be used as retribution, for the convenience of the family (staff persons), as a substitute for the program or in a way that interferes with the individual’s developmental program. For each incident requiring restrictive interventions:</p> <ul style="list-style-type: none"> <li>• Every attempt shall be made to anticipate and de-escalate the behavior using methods of intervention less intrusive than restrictive interventions.</li> <li>• A restrictive intervention may not be used unless less restrictive techniques and resources appropriate to the behavior have been tried but have failed.</li> </ul> <p>The use of aversive conditioning, defined as the application, contingent upon the exhibition of challenging behavior, of startling, painful or noxious stimuli, is prohibited.</p> <p>Protocols for When Restrictive Interventions are Employed</p> <p>For each individual for whom restrictive interventions may be used, a restrictive intervention plan shall be written prior to the use of restrictive intervention. The restrictive intervention plan</p> | <p>A restrictive intervention is a practice that limits an individual’s movement, activity of function; interferes with an individual’s ability to acquire positive reinforcement; results in the loss of objects or activities that an individual values; or requires an individual to engage in a behavior that the individual would not engage in given freedom of choice.</p> <p>A restrictive intervention may not be used as retribution, for the convenience of the family (staff persons), as a substitute for the program or in a way that interferes with the individual’s developmental program. For each incident requiring restrictive interventions:</p> <ul style="list-style-type: none"> <li>• Every attempt shall be made to anticipate and de-escalate the behavior using methods of intervention less intrusive than restrictive interventions.</li> <li>• A restrictive intervention may not be used unless less restrictive techniques and resources appropriate to the behavior have been tried but have failed.</li> </ul> <p>The use of aversive conditioning, defined as the application, contingent upon the exhibition of challenging behavior, of startling, painful or noxious stimuli, is prohibited.</p> <p>Protocols for When Restrictive Interventions are Employed</p> <p>For each participant for whom restrictive interventions may be used, a restrictive intervention plan shall be written prior to the use of restrictive intervention. The restrictive intervention plan shall include methods for modifying or eliminating the behavior, such as changes in the individual’s physical and social environment, changes in the individual’s routine, improving communications, teaching skills and reinforcing appropriate behavior. The restrictive intervention plan shall be developed and revised by provider staff including participation of the individual’s direct care staff, the behavioral specialist (if Behavioral Specialist Services are in the participant’s ISP), and other professionals as appropriate. The restrictive intervention plan shall be submitted to the Supports Coordinator, who may convene the ISP team if necessary to discuss the plan. If the participant has a Behavioral Support Plan</p> |         |

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|     |                | <p>shall include methods for modifying or eliminating the behavior, such as changes in the individual’s physical and social environment, changes in the individual’s routine, improving communications, teaching skills and reinforcing appropriate behavior. The restrictive intervention plan shall be developed and revised by provider staff including participation of the individual’s direct care staff, the behavioral specialist (if Behavioral Specialist Services are in the participant’s ISP), and other professionals as appropriate. The restrictive intervention plan shall be submitted to the Supports Coordinator, who may convene the ISP team if necessary to discuss the plan. If the participant has a Behavioral Support Plan (BSP) and a Crisis Intervention Plan (CIP) which includes restrictive interventions, the BSP/CIP may serve as the restrictive intervention plan.</p> <p>The restrictive intervention plan shall include:</p> <ol style="list-style-type: none"> <li>(1) The specific behavior to be addressed and the suspected antecedent or reason for the behavior.</li> <li>(2) The single behavioral outcome desired stated in observable or measurable terms.</li> <li>(3) Methods for modifying or eliminating the behavior, such as changes in the individual’s physical and social environment, changes in the individual’s routine, improving communications, teaching skills and reinforcing alternative appropriate behavior.</li> <li>(4) Types of restrictive interventions that may be used and the circumstances under which the interventions may be used.</li> <li>(5) A target date for achieving the outcome.</li> <li>(6) The amount of time the restrictive intervention may be applied.</li> <li>(7) Physical problems that require special attention during the use of restrictive interventions.</li> <li>(8) The name of the staff person responsible for monitoring and documenting progress with the plan.</li> </ol> | <p>(BSP) and a Crisis Intervention Plan (CIP) which includes restrictive interventions, the BSP/CIP may serve as the restrictive intervention plan.</p> <p>The restrictive intervention plan shall include:</p> <ol style="list-style-type: none"> <li>(1) The specific behavior to be addressed and the suspected antecedent or reason for the behavior.</li> <li>(2) The single behavioral outcome desired stated in observable or measurable terms.</li> <li>(3) Methods for modifying or eliminating the behavior, such as changes in the individual’s physical and social environment, changes in the individual’s routine, improving communications, teaching skills and reinforcing alternative appropriate behavior.</li> <li>(4) Types of restrictive interventions that may be used and the circumstances under which the interventions may be used.</li> <li>(5) A target date for achieving the outcome.</li> <li>(6) The amount of time the restrictive intervention may be applied.</li> <li>(7) Physical problems that require special attention during the use of restrictive interventions.</li> <li>(8) The name of the staff person responsible for monitoring and documenting progress with the plan.</li> </ol> <p>The restrictive intervention plan shall be implemented as written. Supports Coordinators and providers who developed the plan shall keep copies of the restrictive intervention plan in the individual’s record. Providers who use restrictive interventions as part of their operating procedures must have a restrictive intervention review committee. This committee must review and revise (if necessary) the restrictive intervention plan at least every 6 months. A record of each use of a restrictive intervention documenting the specific behavior addressed, methods of intervention used to address the behavior, the date and time the restrictive intervention was used, the specific procedures followed, the staff person who used the restrictive intervention, the duration of the restrictive intervention, the staff person who observed the individual if exclusion was used and the individual’s condition during and following the removal of the restrictive intervention shall be kept in the individual’s record.</p> |         |

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|     |                | <p>The restrictive intervention plan shall be implemented as written. Supports Coordinators and providers who developed the plan shall keep copies of the restrictive intervention plan in the individual's record. Providers who use restrictive interventions as part of their operating procedures must have a restrictive intervention review committee. This committee must review and revise (if necessary) the restrictive intervention plan at least every 6 months. A record of each use of a restrictive intervention documenting the specific behavior addressed, methods of intervention used to address the behavior, the date and time the restrictive intervention was used, the specific procedures followed, the staff person who used the restrictive intervention, the duration of the restrictive intervention, the staff person who observed the individual if exclusion was used and the individual's condition during and following the removal of the restrictive intervention shall be kept in the individual's record.</p> <p>Methods for Detecting Unauthorized use of Restrictive Interventions</p> <p>During the monitoring visits described in Appendix D, the Supports Coordinator interviews the participant and others involved in the participant's services to identify any concerns regarding the participant's health and welfare. The Supports Coordinator reviews the provider's record for documentation of restrictive interventions. If restrictive interventions are documented or if the participant or another individual reports undocumented usage of restrictive interventions, the Supports Coordinator shall 1) take whatever immediate steps are necessary to ensure the participant's health and welfare, and 2) meet with the participant and his or her planning team to determine how to prevent the usage of restrictive interventions. The Supports Coordinator records information from the debriefing sessions in HCSIS as part of his or her service notes.</p> | <p>Methods for Detecting Unauthorized use of Restrictive Interventions</p> <p>During the monitoring visits described in Appendix D, the Supports Coordinator interviews the participant and others involved in the participant's services to identify any concerns regarding the participant's health and welfare. The Supports Coordinator reviews the provider's record for documentation of restrictive interventions. If restrictive interventions are documented or if the participant or another individual reports undocumented usage of restrictive interventions, the Supports Coordinator shall 1) take whatever immediate steps are necessary to ensure the participant's health and welfare, and 2) meet with the participant and his or her planning team to determine how to prevent the usage of restrictive interventions. The Supports Coordinator records information from the debriefing sessions in HCSIS as part of his or her service notes. Any changes to the individual's plan shall be documented in the ISP.</p> <p>Education and Training Requirements for Personnel who Administer Restrictive Interventions</p> <p>ODP has several resources available to providers to educate and train staff regarding the reduction and elimination of restrictive interventions. A list of training resources is found in <b>ODP</b> Bulletin 00-06-09 Elimination of Restraints through Positive Practice.</p> <p>BAS requires providers who administer restrictive interventions to submit their planned staff training curricula for review and approval. BAS validates implementation of staff training as part of provider monitoring.</p> <p>Training</p> <p>All staff should have initial training within 30 calendar days after their first day of employment and prior to working directly with an individual, or have documented training that has occurred within the past 12 months. Ongoing training is expected to occur within every calendar year. Training in the application of restrictive interventions is necessary only for those providers who</p> |         |

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|     |                | <p>Any changes to the individual’s plan shall be documented in the ISP.</p> <p>Education and Training Requirements for Personnel who Administer Restrictive Interventions</p> <p>ODP has several resources available to providers to educate and train staff regarding the reduction and elimination of restrictive interventions. A list of training resources is found in Bulletin 00-06-09 Elimination of Restraints through Positive Practice.</p> <p>BAS requires providers who administer restrictive interventions to submit their planned staff training curricula for review and approval. BAS validates implementation of staff training as part of provider monitoring.</p> <p>Training</p> <p>All staff should have initial training within 30 calendar days after their first day of employment and prior to working directly with an individual, or have documented training that has occurred within the past 12 months. Ongoing training is expected to occur within every calendar year. Training in the application of restrictive interventions is necessary only for those providers who utilize these interventions as part of their operating procedures. The following curriculum of training is required for those providers who utilize restrictive interventions:</p> <ul style="list-style-type: none"> <li>• Environmental design and social, physiological, and cultural motivators for behavior, including information on individuals who have experienced trauma such as abuse. This includes understanding the impact of environmental factors and triggers.</li> <li>• Positive behavioral support methods that include techniques to de-escalate behavior; listening and communication skills; teaching functionally equivalent replacement behaviors; awareness of environmental factors that can cause disruptive</li> </ul> | <p>utilize these interventions as part of their operating procedures. The following curriculum of training is required for those providers who utilize restrictive interventions:</p> <ul style="list-style-type: none"> <li>• Environmental design and social, physiological, and cultural motivators for behavior, including information on individuals who have experienced trauma such as abuse. This includes understanding the impact of environmental factors and triggers.</li> <li>• Positive behavioral support methods that include techniques to de-escalate behavior; listening and communication skills; teaching functionally equivalent replacement behaviors; awareness of environmental factors that can cause disruptive behaviors; violence prevention and conflict resolution; and how to complete a Functional Behavioral Assessment.</li> <li>• Information on “best practice” methods for interacting with individuals who have a dual diagnosis of ASD and a mental illness. This includes the effects of medications, how medication changes can impact behavior, and teaching alternative strategies and other coping mechanisms.</li> <li>• Person-centered alternatives to restrictive interventions, including an understanding of which positive practices are most effective with particular individuals and teaching strategies that emphasize prevention of future negative incidents. This includes the integration of effective behavioral supports.</li> <li>• Awareness of an individual’s health history in order to assess increased risk that may occur during the application of a restrictive intervention.</li> <li>• Definitions of restrictive interventions; policies on the use of restrictive interventions; and the risks associated with these interventions. This includes debriefing techniques with the individuals they support as well</li> </ul> |         |

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|     |   | <p>behaviors; violence prevention and conflict resolution; and how to complete a Functional Behavioral Assessment.</p> <ul style="list-style-type: none"> <li>• Information on “best practice” methods for interacting with individuals who have a dual diagnosis of ASD and a mental illness. This includes the effects of medications, how medication changes can impact behavior, and teaching alternative strategies and other coping mechanisms.</li> <li>• Person-centered alternatives to restrictive interventions, including an understanding of which positive practices are most effective with particular individuals and teaching strategies that emphasize prevention of future negative incidents. This includes the integration of effective behavioral supports.</li> <li>• Awareness of an individual’s health history in order to assess increased risk that may occur during the application of a restrictive intervention.</li> <li>• Definitions of restrictive interventions; policies on the use of restrictive interventions; and the risks associated with these interventions. This includes debriefing techniques with the individuals they support as well</li> </ul> |  |         |
|     | <p>Appendix G-3: Medication Management and Administration<br/>                     b. Medication Management and Follow-Up<br/>                     i. Responsibility.</p> | <p>Through the Office of Medical Assistance Programs (OMAP) oversight, Fee for Service (FFS) and Managed Care Organizations (MCO) complete Drug Utilization Reviews (DURs). Each participant’s medications are reviewed at the time of refill or with the addition of a new medication. The DUR uses a standard pharmacy program to look for problems like therapeutic duplication, prescribed allergic medications, dosages over the recommended level, concurrent use of contraindicated medications, etc. The pharmacist contacts the prescribing practitioner if there are problems before filling the prescription. Medication regimens are recorded in the participant’s ISP, and Supports Coordinators review medication records, including for behavior modifying medications, to assess that the participant is receiving the medications specified in the ISP. In addition, medication errors are a reportable incident. As part of annual provider monitoring, BAS reviews a sample of individual records,</p>  | <p>Through the Office of Medical Assistance Programs (OMAP) oversight, Fee for Service (FFS) and Managed Care Organizations (MCO) complete Drug Utilization Reviews (DURs). Each participant’s medications are reviewed at the time of refill or with the addition of a new medication. The DUR uses a standard pharmacy program to look for problems like therapeutic duplication, prescribed allergic medications, dosages over the recommended level, concurrent use of contraindicated medications, etc. The pharmacist contacts the prescribing practitioner if there are problems before filling the prescription. Medication regimens are recorded in the participant’s ISP, and Supports Coordinators review medication records, including for behavior modifying medications, to assess that <del>the participant is receiving</del> the medications specified in the ISP <b>are current</b>. In addition, medication errors are a reportable incident. As part of annual provider monitoring, BAS reviews a sample of individual records, including medications. BAS also reviews incident reports related to medication errors, along with other incidents data as specified in Appendix G-1. Through ODP, BAS has access to nurses who help with questions about medications and</p> |         |

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|     |   | including medications. BAS also reviews incident reports related to medication errors, along with other incidents data as specified in Appendix G-1. Through ODP, BAS has access to nurses who help with questions about medications and responses. BAS requires corrective action if necessary.   | responses. BAS requires corrective action if necessary.  |         |
|     | Appendix G-3: Medication Management and Administration<br>c. Medication Administration by Waiver Providers<br>iii. Medication Error Reporting<br>(a) Specify State agency (or agencies) to which errors are reported: | Medication errors are reported to BAS via an electronic database (HCSIS or EIM), which is accessible by the Supports Coordinator, and providers. If HCSIS or EIM incident management functionality is unavailable, errors are reported to BAS via e-mail as described in Appendix G-1-b.   | Medication errors are reported to BAS via an electronic database ( <del>HCSIS or</del> EIM), which is accessible by the Supports Coordinator, and providers. If <del>HCSIS or EIM incident management</del> functionality is unavailable, errors are reported to BAS via e-mail as described in Appendix G-1-b.  |         |
|     | Appendix G-3: Medication Management and Administration<br>c. Medication Administration by Waiver Providers<br>iii. Medication Error Reporting<br>(b) Specify the types of   | Providers report medication errors as specified in the Incident Management module of HCSIS or in EIM, including wrong person, wrong medication (wrong medication, extra dose, and discontinued medication), wrong dose, wrong route, wrong time, wrong form, wrong technique/method, and wrong position. If HCSIS or EIM incident management functionality is unavailable, errors are reported to BAS via e-mail as described in Appendix G-1-b. | Providers report medication errors as specified in the Incident Management <del>module of HCSIS or</del> in EIM, including wrong person, wrong medication (wrong medication, extra dose, and discontinued medication), wrong dose, wrong route, wrong time, wrong form, wrong technique/method, and wrong position. If <del>HCSIS or EIM incident management functionality</del> is unavailable, errors are reported to BAS via e-mail as described in Appendix G-1-b. |         |

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|     | medication errors that providers are required to record:   |  |  |         |
|     | Appendix G-3: Medication Management and Administration<br>c. Medication Administration by Waiver Providers<br>iii. Medication Error Reporting<br>(c) Specify the types of medication errors that providers must report to the State: | Providers report medication errors as specified in the Incident Management module of HCSIS or in EIM, including wrong person, wrong medication (wrong medication, extra dose, and discontinued medication), wrong dose, wrong route, wrong time, wrong form, wrong technique/method, and wrong position. If HCSIS or EIM incident management functionality is unavailable, errors are reported to BAS via e-mail as described in Appendix G-1-b.   | Providers report medication errors <del>as specified in the Incident Management module of HCSIS or</del> in EIM, including wrong person, wrong medication (wrong medication, extra dose, and discontinued medication), wrong dose, wrong route, wrong time, wrong form, wrong technique/method, and wrong position. If <del>HCSIS or EIM incident management functionality</del> is unavailable, errors are reported to BAS via e-mail as described in Appendix G-1-b.   |         |
|     | Quality Improvement: Health and Welfare<br>a. Methods for Discovery: Health and Welfare<br>ii.   | As described in Appendix D-2-a. Supports Coordinators must contact the participant at least each month and visit the participant in-person at least each quarter. Within each year, at least one visit must occur in the participant's home and one visit must occur in a location outside the home where a participant receives services. Supports Coordinators enter monitoring findings in HCSIS. The monitoring includes:<br><ul style="list-style-type: none"><li>• Observing whether the participant feels healthy and not in pain or injured;</li><li>• Interviewing the participant and others to identify any</li></ul> | As described in Appendix D-2-a. Supports Coordinators must contact the participant at least each month and visit the participant in-person at least each quarter. Within each year, at least one visit must occur in the participant's home and one visit must occur in a location outside the home where a participant receives services. Supports Coordinators enter monitoring findings in HCSIS. The monitoring includes:<br><ul style="list-style-type: none"><li>• Observing whether the participant feels healthy and not in pain or injured;</li><li>• Interviewing the participant and others to identify any concerns regarding the participant's health and welfare;</li><li>• Reviewing the participant's progress toward goals; and</li></ul> |         |

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|                   |   | <p>concerns regarding the participant’s health and welfare;</p> <ul style="list-style-type: none"> <li>• Reviewing the participant’s progress toward goals; and</li> <li>• Assessing the effectiveness of back-up plans.</li> </ul> <p>BAS staff will review Supports Coordinator monitoring notes in HCSIS for certain participants. BAS conducts these reviews on a quarterly basis for participants who exhibited “very serious” or “extremely serious” challenging behaviors according to the most recent SIB-R assessment, or who have experienced a crisis episode in the past year.</p> <p>All incidents are reported in HCSIS or EIM – or, if HCSIS or EIM Incident Management functionality is unavailable, via e-mail of password protected files as described in Appendix G-1-b. Each month, BAS generates reports regarding critical incidents. One report lists the participants that had a reported incident, the incident date and location, the type of incident, and status of investigation (if required). A second report shows similar information, but is organized by provider so BAS staff can quickly identify providers with an unusually high number of incidents. The third report shows the number of incidents by type of incident.</p> | <ul style="list-style-type: none"> <li>• Assessing the effectiveness of back-up plans.</li> </ul> <p>BAS staff will review Supports Coordinator monitoring notes in HCSIS for certain participants. BAS conducts these reviews on a quarterly basis for participants who exhibited very serious or extremely serious challenging behaviors according to the most recent SIB-R assessment, or who have experienced a crisis episode in the past year.</p> <p>All incidents are reported in HCSIS or EIM – or, if HCSIS or EIM Incident Management functionality is unavailable, via e-mail of password protected files as described in Appendix G-1-b. Each month, BAS generates reports regarding critical incidents. One report lists the participants that had a reported incident, the incident date and location, the type of incident, and status of investigation (if required). A second report shows similar information, but is organized by provider so BAS staff can quickly identify providers with an unusually high number of incidents. The third report shows the number of incidents by type of incident.</p> |         |
| <b>Appendix H</b> |   |  |  |         |
|                   | <p>H-1: Systems Improvement<br/>a. System Improvements<br/>i.</p> | <p>Within four months of the end of each State Fiscal Year (each October), BAS Central Office will produce an Annual Quality Assurance Report with a summary of findings and corrective action from all quality management activities described in the waiver application. The primary audience for both reports is the public, including people with ASD, advocacy groups, and providers. The report will be posted on the DPW Web site and available to the public. Based on information from the annual reports, the BAS Director will set priorities regarding quality improvement activities each year.</p>   | <p>Within four months of the end of each State Fiscal Year (each October), BAS Central Office will produce an Annual Quality Assurance Report with a summary of findings and corrective action from all quality management activities described in the waiver application. The primary audience for both reports is the public, including people with ASD, advocacy groups, and providers. The report will be posted on the <del>DPW</del> <b>DHS</b> Web site and available to the public. Based on information from the annual reports, the BAS Director will set priorities regarding quality improvement activities each year.</p> <p><b>In addition, BAS Central Office leads quarterly Quality Management meetings attended by the supervisors of each BAS Regional Office. These meetings</b></p>   |         |

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|     |  | <p>Specific to assuring health and safety, BAS staff will meet quarterly regarding risk management. The meetings will include a representative from the BAS Central Office, each BAS Regional Office, and BAS clinical experts. Before each meeting, BAS will review monthly incident report data and the results of monitoring of Supports Coordinator notes for participants who have exhibited “very serious” or “extremely serious” challenging behaviors, or who have experienced a crisis episode in the past year. BAS staff will analyze the data from that quarter and previous quarters to identify statewide and regional trends. During the meeting, staff will discuss identified trends, identify possible causes, and specify next steps for reducing participants’ risk of abuse, neglect, or exploitation.</p> | <p><b>focus on reviewing aggregated provider and participant monitoring data, designing improvement projects to respond to identified needs for remediation, and tracking progress on completion and effectiveness of improvement projects.</b></p> <p>Specific to assuring health and safety, BAS staff will meet quarterly regarding risk management. The meetings will include a representative from the BAS Central Office, each BAS Regional Office, and <b>the</b> BAS clinical <b>team</b> experts. Before each meeting, BAS will review monthly incident report data and the results of monitoring of Supports Coordinator notes for participants who have exhibited “very serious” or “extremely serious” challenging behaviors, or who have experienced a crisis <del>episode</del> <b>event</b> in the past <del>year</del> <b>quarter</b>. BAS staff will analyze the data from that quarter and previous quarters to identify statewide and regional trends <b>by incident type, by participant, and by provider</b>. During the meeting, staff will discuss identified trends, identify possible causes, and specify next steps for reducing participants’ risk of abuse, neglect, or exploitation.</p> |         |
|     | <p>H-1: Systems Improvement<br/>b. System Design Changes<br/>i.</p>  | <p>BAS will monitor any system design changes on an annual basis. When system design changes are made, BAS will specify discovery activities and measures specific to the particular design change to evaluate the effect of the changes. BAS will then include the results in the Annual Quality Assurance Report. These reports will be communicated as described in Appendix H.1.a.i.</p>  | <p>BAS will monitor <del>any</del> system design changes on an annual basis <b>and during quarterly Quality Management meetings as described in Appendix H.1.a.i.</b> When system design changes are made, BAS will specify discovery activities and measures specific to the particular design change to evaluate the effect of the changes. BAS will then include the results in the Annual Quality Assurance Report. These reports will be communicated as described in Appendix H.1.a.i.</p>  |         |
|     | <p>H-1: Systems Improvement<br/>b. System Design Changes<br/>ii.</p> | <p>BAS also will evaluate the quality management strategy during the fifth year of the waiver. BAS will first solicit feedback from BAS staff regarding the effectiveness and efficiency of the quality improvement strategy. BAS will work internally to draft suggested revisions of the quality improvement strategy, if any. BAS will then release a draft revision of the quality improvement strategy on the DPW Web site, noting any changes. BAS will solicit public comment through the advocacy organizations and support groups that receive BAS bi-monthly newsletters. BAS will consider comments from providers, participants, family</p>   | <p>BAS also will evaluate the quality management strategy during the fifth year of the waiver. BAS will first solicit feedback from BAS staff regarding the effectiveness and efficiency of the quality improvement strategy. BAS will work internally to draft suggested revisions of the quality improvement strategy, if any. BAS will then release a draft revision of the quality improvement strategy on the <del>DPW</del> <b>DHS</b> Web site, noting any changes <b>and</b> BAS will <del>BAS will</del> solicit public comment <b>from all interested parties. BAS will provide notice of changes to the quality improvement strategy through publication in the Pennsylvania Bulletin, distribution to BAS’s provider listservs, advocacy organizations, support groups, and the Autism Services, Education, Resources</b></p>   |         |

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|                   |   | members and other stakeholders and then release a final quality improvement strategy before submitting a waiver renewal to CMS during the fifth year of the waiver renewal (2016).  | <p><b>and Training Collaborative (ASERT), an initiative funded by BAS that provides streamlined access to information to individuals with autism and those who support them.</b></p> <p><del>through the advocacy organizations and support groups that receive BAS bi-monthly newsletters. BAS will consider comments from providers, participants, family members and other stakeholders and then release a final quality improvement strategy before submitting a waiver renewal to CMS during the fifth year of the waiver renewal (2016).</del></p>   |         |
| <b>Appendix I</b> |   |   |  |         |
|                   | I-1: Financial Integrity and Accountability<br>Financial Integrity. | <p>The methods used to ensure the integrity of payments made for waiver services include:</p> <p>(a) An annual fiscal year audit of state government, grantees and providers of services conducted in compliance with the requirements of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156.</p> <p>(b) The Department of the Auditor General, an independent office, and the fiscal “watchdog” of Pennsylvania taxpayers conducts the annual state fiscal year, Commonwealth of Pennsylvania Single Audit. The Office of Management and Budget (OMB) Circular No. A-133 issued pursuant to the Single Audit Act as amended, sets forth standards for obtaining consistency and uniformity for the audit of States, local governments, and non-profit organizations expending Federal awards. Additionally, the A-133 Compliance Supplement based on the requirements of the 1996 Amendments and 1997 revisions to OMB Circular A-133 provides for the issuance of a compliance supplement to assist auditors in performing the required audits. The guidelines presented in the compliance supplement are the basis for the financial and compliance testing of waiver services.</p> <p>(c) Recipients of Federal funds who are contracted directly</p> | <p>The methods used to ensure the integrity of payments made for waiver services include:</p> <p>(a) An annual fiscal year audit of state government, grantees and providers of services conducted in compliance with the requirements of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156.</p> <p>(b) The Department of the Auditor General, an independent office, and the fiscal “watchdog” of Pennsylvania taxpayers conducts the annual state fiscal year, Commonwealth of Pennsylvania Single Audit. The Office of Management and Budget (OMB) Circular No. A-133 issued pursuant to the Single Audit Act as amended, sets forth standards for obtaining consistency and uniformity for the audit of States, local governments, and non-profit organizations expending Federal awards. Additionally, the A-133 Compliance Supplement based on the requirements of the 1996 Amendments and 1997 revisions to OMB Circular A-133 provides for the issuance of a compliance supplement to assist auditors in performing the required audits. The guidelines presented in the compliance supplement are the basis for the financial and compliance testing of waiver services.</p> <p>(c) Recipients of Federal funds who are contracted directly through the State or are enrolled as Medical Assistance providers of service are audited annually in accordance with the Single Audit Act, as amended. Profit and non-profit providers of service are audited exclusively by contracting with CPA firms. The</p> |         |

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|     |                | <p>through the State or are enrolled as Medical Assistance providers of service are audited annually in accordance with the Single Audit Act, as amended. Profit and non-profit providers of service are audited exclusively by contracting with CPA firms. The DPW releases an annual Single Audit Supplement publication to county government and CPA firms which provides compliance requirements specific to DPW programs, including waiver services. The waiver services are tested in accordance with both the compliance requirements set forth by the OMB Circular A-133 compliance supplement and by the DPW single audit supplement. These procedures are applicable to providers of service regardless of whether the provider is a public or a private organization.</p> <p>(d) The purpose of the Single Audit Supplement is to fill four basic needs: 1) a reference manual detailing additional financial and compliance requirements pertaining to specific DPW programs operated by local governments and/or private agencies; 2) an audit requirement to be referenced when contracting for single audit services, providing the auditing entity with the assurance that the final report package will be acceptable to the DPW; 3) a vehicle for passing compliance requirements to a lower tier agency; 4) additional guidance to be used in conjunction with the Single Audit Act as amended; OMB Circular A-133; Government Auditing Standards (commonly know as the “Yellow Book”) issued by the Comptroller General of the United States; OMB Federal Compliance Supplement; and audit and accounting guidance issued by the AICPA.</p> <p>(e) If issues of fraud and abuse are suspected, DPW will refer such situations to the DPW, OMAP, Bureau of Program Integrity for review, investigation and necessary action.</p> <p>(f) For a random sample of participants, as part of the annual monitoring of providers, BAS compares paid claims data to</p> | <p><del>DPW DHS</del> releases an annual Single Audit Supplement publication to county government and CPA firms which provides compliance requirements specific to <del>DPW DHS</del> programs, including waiver services. The waiver services are tested in accordance with both the compliance requirements set forth by the OMB Circular A-133 compliance supplement and by the <del>DPW DHS</del> single audit supplement. These procedures are applicable to providers of service regardless of whether the provider is a public or a private organization.</p> <p>(d) The purpose of the Single Audit Supplement is to fill four basic needs: 1) a reference manual detailing additional financial and compliance requirements pertaining to specific <del>DPW DHS</del> programs operated by local governments and/or private agencies; 2) an audit requirement to be referenced when contracting for single audit services, providing the auditing entity with the assurance that the final report package will be acceptable to the <del>DPW DHS</del>; 3) a vehicle for passing compliance requirements to a lower tier agency; 4) additional guidance to be used in conjunction with the Single Audit Act as amended; OMB Circular A-133; Government Auditing Standards (commonly known as the “Yellow Book”) issued by the Comptroller General of the United States; OMB Federal Compliance Supplement; and audit and accounting guidance issued by the AICPA.</p> <p>(e) If issues of fraud and abuse are suspected, <del>DPW DHS</del> will refer such situations to the <del>DPW DHS</del>, OMAP, Bureau of Program Integrity for review, investigation and necessary action.</p> <p>(f) For a random sample of participants, as part of the annual monitoring of providers, BAS compares paid claims data to provider records such as time sheets and reports of services rendered. BAS also interviews participants to assess whether participants’ reporting of service delivery is consistent with claims data.</p> <p>o Process to review findings, establish priorities, and develop remediation and improvement strategies, including roles and responsibilities (in addition to the overall process described in the Overview):</p> |         |

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|     |                | <p>provider records such as time sheets and reports of services rendered. BAS also interviews participants to assess whether participants' reporting of service delivery is consistent with claims data.</p> <p>o Process to review findings, establish priorities, and develop remediation and improvement strategies, including roles and responsibilities (in addition to the overall process described in the Overview):</p> <p>If BAS staff suspect inappropriate billing based on its monitoring, BAS staff will review the provider history through HCSIS reports and complete an investigation which may include additional review of services rendered reports, time sheets, and claims to determine if inaccurate or inappropriate billings were submitted.</p> <p>Depending upon the findings of the review, remediation may require:</p> <p>o BAS monitoring and training of provider staff in documentation of services rendered;</p> <p>o A time-limited monitoring by BAS or provider supervisor of weekly time sheets submitted by staff</p> <p>o Suspension of new enrollment</p> <p>o Termination of contract</p> <p>o Requiring the provider to refund inappropriately billed amounts</p> <p>In any of the above situations, if the findings result in suspected fraud or abuse, BAS will report the provider staff or individual staff person to the DPW, Office of Administration (OA) Bureau of Program Integrity (BPI) for appropriate investigation and legal action as necessary.</p> <p>The DHS Bureau of Financial Operations (BFO) accepts</p> | <p>If BAS staff suspect inappropriate billing based on its monitoring, BAS staff will review the provider history through HCSIS and <b>PROMISE</b> reports and complete an investigation which may include additional review of services rendered reports, time sheets, and claims to determine if inaccurate or inappropriate billings were submitted.</p> <p>Depending upon the findings of the review, remediation may require:</p> <p>o BAS monitoring and training of provider staff in documentation of services rendered;</p> <p>o A time-limited monitoring by BAS or provider supervisor of weekly time sheets submitted by staff</p> <p>o Suspension of new enrollment</p> <p>o Termination of contract</p> <p>o Requiring the provider to refund inappropriately billed amounts</p> <p>In any of the above situations, if the findings result in suspected fraud or abuse, BAS will report the provider staff or individual staff person to the <del>DPW</del> <b>DHS</b>, Office of Administration (OA) Bureau of Program Integrity (BPI) for appropriate investigation and legal action as necessary.</p> <p>The DHS Bureau of Financial Operations (BFO) accepts recommendations from the program offices for audit. These are usually providers that are not meeting the standards set forth within the PA Title 55 Regulations. The BFO will then conduct research on the party/program to be audited. Generally, audits are conducted on the entities recommended by the program offices. This is primarily based on the program office's suspicion or evidence of fraud and or abuse. The BFO conducts an independent risk analysis of the Home and Community Based Services program. The criteria used are the various attributes of claims submitted to DHS for PROMISE payments. These may be the number of claims submitted for a period, the total value of claims submitted for a period, procedure codes or time in program providing audit-identified services. Also, the BFO may identify an entity to be audited based on work conducted at other entities or government agencies.</p> |         |

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|     |                | <p>recommendations from the program offices for audit. These are usually providers that are not meeting the standards set forth within the PA Title 55 Regulations. The BFO will then conduct research on the party/program to be audited. Generally, audits are conducted on the entities recommended by the program offices. This is primarily based on the program office’s suspicion or evidence of fraud and or abuse. The BFO conducts an independent risk analysis of the Home and Community Based Services program. The criteria used are the various attributes of claims submitted to DHS for PROMISe payments. These may be the number of claims submitted for a period, the total value of claims submitted for a period, procedure codes or time in program providing audit-identified services. Also, the BFO may identify an entity to be audited based on work conducted at other entities or government agencies.</p> <p>Risk is categorized as high, moderate or low. Types of risk could be both known and/or unknown. Audits are usually selected based on known risks. Types of risks that factor into audit selection are:</p> <ul style="list-style-type: none"> <li>• Potential for fraud</li> <li>• Compliance with laws, regulations, etc.</li> <li>• Controls (internal and external)</li> <li>• Provider size</li> <li>• Volume and value of claims</li> <li>• Complaints</li> </ul> <p>o The type, method, and frequency of BAS post-payment reviews that ensure the adequacy and the integrity of payments:</p> <p>In addition to the audits described above, BAS compares paid claims data to provider records such as time sheets and reports of services rendered for a random sample of participants. This review is described in the Performance Measure for Appendix I in the CMS-approved waiver that is effective through June 30,</p> | <p>Risk is categorized as high, moderate or low. Types of risk could be both known and/or unknown. Audits are usually selected based on known risks. Types of risks that factor into audit selection are:</p> <ul style="list-style-type: none"> <li>• Potential for fraud</li> <li>• Compliance with laws, regulations, etc.</li> <li>• Controls (internal and external)</li> <li>• Provider size</li> <li>• Volume and value of claims</li> <li>• Complaints</li> </ul> <p>o The type, method, and frequency of BAS post-payment reviews that ensure the adequacy and the integrity of payments:</p> <p>In addition to the audits described above, BAS compares paid claims data to provider records such as time sheets and reports of services rendered for a random sample of participants. This review is described in the Performance Measure for Appendix I in the <del>CMS-approved waiver that is effective through June 30, 2016.</del> This review is an on-site, manual comparison of a provider’s records to a report of paid claims from PROMISe, the state’s Medicaid Management Information System. BAS reviews for consistency of day and time between the documentation and the claim as well as documentation supporting the number of units billed. The review occurs each year for a sample of participants sufficient for a 90% confidence interval with 10 percent margin of error.</p> <p>The provider of Assistive Technology, Community Transition Services, Home Modifications or <del>Environmental</del> <b>Vehicle</b> Modifications, whether directly enrolled or as an OHCDs, submits an estimate of the cost of the item to BAS for review. BAS staff review the estimate to determine whether the amount is reasonable based on fair market pricing to the general public. If the cost is determined to be unallowable or unreasonable based on fair market pricing to the general public, the service will not be authorized. The provider will be asked to provide another estimate.</p> <p>Prior to service authorization, BAS reviews an estimate for the cost of the</p> |         |

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|     |                | <p>2016. This review is an on-site, manual comparison of a provider’s records to a report of paid claims from PROMISe, the state’s Medicaid Management Information System. BAS reviews for consistency of day and time between the documentation and the claim as well as documentation supporting the number of units billed. The review occurs each year for a sample of participants sufficient for a 90% confidence interval with 10 percent margin of error.</p> <p>The provider of Assistive Technology, Community Transition Services or Environmental Modifications, whether directly enrolled or as an OHCDs, submits an estimate of the cost of the item to BAS for review. BAS staff review the estimate to determine whether the amount is reasonable based on fair market pricing to the general public. If the cost is determined to be unallowable or unreasonable based on fair market pricing to the general public, the service will not be authorized. The provider will be asked to provide another estimate.</p> <p>Prior to service authorization, BAS reviews an estimate for the cost of the service for unallowable costs such as for adding square footage to a home for an Environmental Modification or the payment of the first month’s rent for Community Transition Services. If the cost is determined to be unallowable or unreasonable, the service will not be authorized. The provider will be asked to provide another estimate.</p> <p>If the estimate is approved, the Supports Coordinator enters the service and the approved cost into the Individual Support Plan (ISP) in HCSIS for authorization by BAS. Once the service has been rendered, the OHCDs or directly-enrolled provider bills PROMISe for the exact amount of the bill or invoice. The directly-enrolled provider or the OHCDs, as applicable, must retain all invoices related to the cost on file and available for review by BAS.</p> | <p>service for unallowable costs such as <del>for adding square footage to a home for an Environmental Modification</del> or the payment of the first month’s rent for Community Transition Services. If the cost is determined to be unallowable or unreasonable, the service will not be authorized. The provider will be asked to provide another estimate.</p> <p>If the estimate is approved, the Supports Coordinator enters the service and the approved cost into the Individual Support Plan (ISP) in HCSIS for authorization by BAS. Once the service has been rendered, the OHCDs or directly-enrolled provider bills PROMISe for the exact amount of the bill or invoice. The directly-enrolled provider or the OHCDs, as applicable, must retain all invoices related to the cost on file and available for review by BAS.</p> <p>All waiver services are prior authorized through the ISP process: the initial ISP is reviewed and authorized, annual review plans are reviewed and authorized and Critical Revisions (occasional changes to goals or services during the plan year) are also reviewed and authorized.</p> <p>Prioritization of Provider Audits and Surveillance and Utilization Review: The Supports Coordinator, during their required monthly visit/contact with the participant, asks questions about waiver services utilization.</p> <p>BAS staff review service utilization as part of the annual plan review process for each participant to determine whether previously projected utilization is realistic or requires adjustment. In addition, the participant interview tool used annually for a random sample of participants includes questions related to frequency and duration of service provision for each service on the ISP, with the exception of Residential Habilitation.</p> <p>Annual provider monitoring includes a review of provider records for each participant in the random sample. During provider monitoring, BAS staff review documentation that substantiates that each service was provided as billed. If there is not adequate documentation or the monitor suspects’ inappropriate billing, an expanded review will be initiated. For findings of noncompliance, a plan of correction is required and the inadequate billing would be adjusted or</p> |         |

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|     |   | <p>All waiver services are prior authorized through the ISP process: the initial ISP is reviewed and authorized, annual review plans are reviewed and authorized and Critical Revisions (occasional changes to goals or services during the plan year) are also reviewed and authorized.</p> <p>Prioritization of Provider Audits and Surveillance and Utilization Review: The Supports Coordinator, during their required monthly visit/contact with the participant, asks questions about waiver services utilization.</p> <p>BAS staff review service utilization as part of the annual plan review process for each participant to determine whether previously projected utilization is realistic or requires adjustment. In addition, the participant interview tool used annually for a random sample of participants includes questions related to frequency and duration of service provision for each service on the ISP, with the exception of Residential Habilitation.</p> <p>Annual provider monitoring includes a review of provider records for each participant in the random sample. During provider monitoring, BAS staff review documentation that substantiates that each service was provided as billed. If there is not adequate documentation or the monitor suspects' inappropriate billing, an expanded review will be initiated. For findings of noncompliance, a plan of correction is required and the inadequate billing would be adjusted or voided in PROMISE. If the provider is noncompliant with the plan of correction, or the BAS monitor discovers the provider is significantly out of compliance, the case is referred to BFO for an in-depth audit.</p> | <p>voided in PROMISE. If the provider is noncompliant with the plan of correction, or the BAS monitor discovers the provider is significantly out of compliance, the case is referred to BFO for an in-depth audit.</p> |         |
|     | I-a-ii: Quality Improvement: Financial Accountability | For a random sample of participants, as part of the annual monitoring of providers, BAS compares paid claims data to provider records such as time sheets and reports of services rendered. BAS also interviews participants to assess whether   | <p><i>*Full section rewritten</i></p> <p><b>The audits described in Appendix I-1 and the claims validation described in Appendix I-2-d help ensure payments are made only to qualified providers for</b></p>            |         |

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|     |                | <p>participants reporting of service delivery is consistent with claims data.</p> <p>The audits described in Appendix I-1 and the claims validation described in Appendix I-2-d help ensure payments are made only to qualified providers for services provided to waiver participants and authorized in the ISP.</p> <p>During annual monitoring activities, the BAS reviews documentation for paid claims over the quarter prior to the monitoring visit. This includes examination of time sheets, monthly progress notes and encounter forms. For Supports Coordination agencies, review includes service notes entered into HCSIS on an ongoing basis. The BAS reviews for consistency of day and time between the documentation and the claim as well as documentation supporting the number of units billed.</p> <p>Findings from the monitoring activities are entered in an excel database to enable data aggregation and analysis. BAS can query the database to summarize compliance by region, by provider, or by service to identify trends in compliance.</p> <p>If any claim was insufficiently documented, the provider is considered non-compliant. Providers who submitted claims that were insufficiently documented were issued Plans of Correction to either correct the documentation or adjust the claim to return funds paid. The BAS continues to monitor providers, cite them for non-compliance and require remediation.</p> <p>After annual monitoring is completed, BAS reviews and analyzes the results. Where there is less than 100% compliance, BAS will determine whether the problem is provider-specific or systemic. If the problem is determined to be provider-specific, the provider will receive a Plan of Correction and technical assistance is offered. If the problem is determined to be</p> | <p><b>services provided to waiver participants and authorized in the ISP.</b></p> <p><b>Ongoing billing validation is done first through PROMISe, Pennsylvania's Medicaid Management Information System (MMIS). PROMISe verifies participant information in the Client Information System (CIS), such as the participants Master Client Index (MCI) number, name, the participants eligibility status, and effective eligibility dates. PROMISe also verifies that the provider(s) and service(s) on the claim are enrolled providers of the services and the services are in the Adult Autism Waiver.</b></p> <p><b>After validation of the above listed items occurs, the claim information is sent to HCSIS to be verified against the participants ISP. If any of the information on the PROMISe claim is in conflict with the ISP, HCSIS sends an error code to PROMISe. PROMISe then suspends or rejects the claim. This system edit provides an upfront monitoring of eligibility status and authorized services as per the approved ISP. PROMISe then notifies providers of rejected claims; each denied claim has one or more denial codes associated with it that show the reasons for rejections. Providers can work through the denied claims to correct the error(s) and resubmit them.</b></p> <p><b>BAS will review a customized summary report from PROMISe showing rejected claims on a quarterly basis. BAS monitors providers claims rejection status and provides necessary training and direction to limit such errors/rejections.</b></p> <p><b>In addition, for a random sample of participants and as part of the annual monitoring of providers, BAS compares paid claims data to provider records such as time sheets and reports of services rendered. During the monitoring, Program Monitors review provider claims for each participant in the monitoring sample for a period of three to six months. For the Supports Coordination service, BAS reviews a sample of service notes in HCSIS to assess whether billing reflects the amount of Supports Coordination activity recorded in the notes.</b></p> <p><b>BAS also interviews participants during annual monitoring to assess whether</b></p> |         |

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|     |                | <p>systemic, the Quality Management team makes recommendations and determines the need for an improvement project or change in processes and monitors for effectiveness of improvement at subsequent Quality Management meetings.</p> <p>The process in validating whether provider payment rates are consistent with rate methodology:</p> <p>Billing validation is done first through PROMISE. PROMISE verifies participant information in the Client Information System (CIS), such as the participant’s Master Client Index (MCI) number, name, the participant’s eligibility status, and effective eligibility dates. PROMISE also verifies that the provider(s) and service(s) on the claim are enrolled providers of the services and the services are in the Adult Autism Waiver.</p> <p>After validation of the above listed items occurs, the claim information is sent to HCSIS to be verified against the participant’s ISP. If any of the information on the PROMISE claim is in conflict with the ISP, HCSIS sends an error code to PROMISE. PROMISE then suspends or rejects the claim. This system edit provides an upfront monitoring of eligibility status and authorized services as per the approved ISP. PROMISE notifies providers of rejected claims.</p> <p>Each denied claim has one or more denial codes associated with it that show the reasons for rejections. Providers can work through the denied claims to correct the error or errors and resubmit them. BAS will be reviewing a customized summary report from Promise showing rejected claims on a quarterly basis. BAS monitors provider’s claims rejection status and provides necessary training and direction to limit such errors/rejections.</p> <p>For a random sample of participants, as part of the annual</p> | <p><b>participants reporting of service delivery is consistent with claims data. Findings from the annual monitoring activities are aggregated to enable data analysis, e.g., compliance by region, by provider, or by service to identify trends in compliance.</b></p> <p><b>Another financial accountability check occurs at the time of review of each participant’s annual level-of-care (LOC) documentation. If that documentation has lapsed, BAS instructs the participant’s providers to suspend service delivery until the LOC documentation has been submitted. Once the documentation is reviewed and accepted, services are resumed for the participant.</b></p> <p><b>No capitation payments are paid under this waiver.</b></p> |         |

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|     |                | <p>monitoring process, BAS compares paid claims data to provider records such as time sheets and reports of services rendered. BAS also interviews participants to assess whether participants' reporting of service delivery is consistent with claims data. For the Supports Coordination service, all contacts by the Supports Coordinators must be recorded in HCSIS. BAS reviews a sample of Supports Coordinator records each year to assess whether billing reflects the amount of Supports Coordination activity recorded in the notes.</p> <p>The remediation process when evidence in assurances shows that rates are not consistent with the approved methodology:</p> <p>The reimbursement logic built into Pennsylvania's Medicaid Management Information System (MMIS) ensures that providers are not paid more than the rate that is stored in the system, that waiver participants were eligible for services on the date the service was provided, and that services paid are authorized in the waiver participant's approved ISP. A problem may be identified by a provider or providers, contractors, BAS staff, or OMAP. The ODP Claims Resolution Section conducts research to identify if (a) the reimbursement rate was incorrect; (b) the eligibility information was incorrect, or (c) services paid are inconsistent with the services authorized in the ISP. If a problem is validated, appropriate corrective action is identified promptly. Systemic errors are corrected in collaboration with the MMIS contractor and, if necessary, with the contractor who supports HCSIS. Rates or eligibility information entered into the system incorrectly are corrected and the universe of paid claims that was processed using the incorrect information is identified. In the rare event that an overpayment is made, ODP will immediately notify the provider and credit any overpayment on the next PROMISE billing cycle. Thus the FMAP amount charged via the MMIS system to CMS is rapidly corrected, generally within one month or less after an overpayment is discovered. If</p> |                                     |         |

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|     |   | <p>an underpayment is made, the provider is contacted to void and resubmit in order to obtain the increased rate.</p>  |  |         |
|     | <p>I-b-i: Quality Improvement: Financial Accountability</p> | <p>If a Supports Coordinator suspects inappropriate billing the Supports Coordinator will inform BAS staff by phone or e-mail of the situation. BAS staff will require the provider agency to review individual staff time sheets and request that provider submit a summary report of findings and resolution to the BAS.</p> <p>If a Supports Coordinator or BAS staff suspects inappropriate billing, BAS staff will review the provider history through HCSIS reports and complete an investigation which may include onsite review of services rendered reports, time sheets, and claims to determine if inaccurate or inappropriate billings were submitted.</p> <p>Depending upon the findings of the reviews remediation may require</p> <ul style="list-style-type: none"> <li>o BAS monitoring and training of provider staff in documentation of services rendered;</li> <li>o A time-limited monitoring by Supports Coordinator or provider supervisor of weekly time sheets submitted by staff</li> <li>o Suspension of new enrollment</li> <li>o Termination of contract</li> <li>o Requiring the provider to refund inappropriately billed amounts</li> </ul> <p>In any of the above situations, if the findings result in suspected fraud or abuse, BAS will report the provider staff or individual staff person to the DPW, OA, BPI for appropriate investigation and legal action as necessary.</p> | <p><b>On an ongoing basis</b>, if a Supports Coordinator suspects <del>inappropriate billing</del> <b>that a provider is billing inappropriately</b>, the Supports Coordinator will inform BAS staff <b>by phone or e-mail</b> of the situation. BAS staff <del>will require the provider agency to review individual staff time sheets and</del> <b>may also suspect inappropriate billing and pursue that concern at the Regional Office level.</b></p> <p><b>For example, BAS may initiate an internal review of the provider’s billing history through HCSIS reports and may expand that investigation. An expanded investigation could include onsite review of services rendered reports, time sheets, and claims to determine if inaccurate or inappropriate billings were submitted. If the suspicion is substantiated, BAS staff will require the provider agency to do an analysis of individual staff time sheets and/or other documentation and may</b> request that the provider submit a summary report of findings and resolution to the BAS.</p> <p><del>If a Supports Coordinator or BAS staff suspects inappropriate billing, BAS staff will review the provider history through HCSIS reports and complete an investigation which may include onsite review of services rendered reports, time sheets, and claims to determine if inaccurate or inappropriate billings were submitted.</del></p> <p><b>During the annual monitoring activities described above, when a provider’s claim(s) cannot be validated by the Program Monitor, the provider is instructed to remediate the finding appropriately, e.g., paid funds will be recouped. If a pattern of inaccurate provider billing is discovered during annual monitoring, this would be documented on the provider’s monitoring findings and BAS requests a Plan of Correction to be developed. As deemed appropriate, a meeting would be held with BAS and the provider agency to correct the issue moving forward. In some cases, the provider could face sanctions or be terminated as an AAW service provider.</b></p> <p>Depending upon the findings of <b>ad hoc and/or annual monitoring</b> reviews <del>remediation may require</del>, <b>the following remediation strategies could be</b></p> |         |

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|     |                |                  | <p><b>approved and carried out:</b></p> <ul style="list-style-type: none"> <li>o <del>BAS monitoring and training of provider staff in documentation of services rendered;</del></li> <li>o A time-limited monitoring by <del>Supports Coordinator</del> or a provider supervisor of weekly time sheets <b>submitted by the provider's staff;</b></li> <li>o Suspension of enrollment <b>of new services or service locations for the provider;</b></li> <li>o <del>Termination of contract</del> Sanctions or termination of the provider's contract(s);</li> <li>o <del>Requiring the provider to refund inappropriately billed amounts</del></li> <li><b>o Recouping fund paid to the provider inappropriately;</b></li> <li><b>o Training of provider staff in documentation of services rendered and ongoing monitoring of that documentation;</b></li> </ul> <p>In any of the above situations, if the findings result in suspected fraud or abuse, BAS will report the provider staff or individual staff person to the <del>DPW-DHS, OA,</del> <del>BP</del> <b>Office of Administration</b> for appropriate investigation and legal action as necessary.</p> <p><b>Regarding assuring that rates are consistent with the approved methodology, the reimbursement logic built into PROMISE ensures that providers are not paid more than the rate that is stored in the system; that waiver participants are eligible for services on the date the service was provided; and that services paid are authorized in the waiver participant's approved ISP. If there is a problem, it can be identified by the provider(s), contractors, BAS staff, or OMAP.</b></p> <p><b>The ODP Claims Resolution Section has the ability to conduct research to identify if the reimbursement or eligibility information was incorrect or whether services paid are inconsistent with the services authorized in the ISP. If a problem is validated, appropriate corrective action is identified promptly.</b></p> <p><b>Systemic errors are corrected in collaboration with the MMIS contractor and, if necessary, with the contractor who supports HCSIS. Rates or eligibility information entered into the system incorrectly would be corrected and the</b></p> |         |

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|     |   |  | <p><b>universe of paid claims that was processed using the incorrect information would be identified and adjusted.</b></p> <p><b>In the rare event that an overpayment is made, ODP will immediately notify the provider and credit any overpayment on the next PROMISe billing cycle. Thus the FMAP amount charged via the MMIS system to CMS is rapidly corrected, generally within one month or less after an overpayment is discovered. If an underpayment is made, the provider is contacted to void and resubmit in order to obtain the increased rate.</b></p>   |         |
|     | <p>I-2: Rates, Billing and Claims (1 of 3)<br/>a. Rate Determination Methods.</p> | <p>Providers are reimbursed on a statewide fee for service basis for Behavioral Specialist Services, Community Inclusion, Day Habilitation, Family Counseling, Family Training, Job Finding, Nutritional Consultation, Residential Habilitation, Respite, Supported Employment, Supports Coordination, Temporary Crisis, Therapies, and Transitional Work Services. The rates for this program are published for all providers. The fee schedule has no regional variation. There is no cost settlement.</p> <p>BAS pays for waiver services based on a fee schedule, and the fees are developed using a market-based approach. Assumptions for supervisory staff, occupancy costs, indirect costs and administration costs are developed based on program requirements and each represent different costs that a provider would incur in delivering the service. The assumptions for these items do not include duplicative activities or costs.</p> <p>For Assistive Technology, Community Transition Services and Environmental Modifications, providers are reimbursed at the invoice cost for the service or equipment provided. Total costs may not exceed limits in Appendix C-3 for each service. PROMISe™ checks claims against any applicable limitations to ensure the total costs do not exceed the service limits in Appendix C-3. When an autism waiver consumer is assessed, either initially or annually, their need for assistive technology, community transition services and environmental modifications</p> | <p>Providers are reimbursed on a statewide fee for service basis for <del>Behavioral Specialist Services</del> <b>Specialized Skill Development</b>, <del>Community Inclusion, Day Habilitation, Family Counseling</del> <b>Support</b>, <del>Family Training, Job Finding</del> <b>Career Planning</b>, Nutritional Consultation, Residential Habilitation, Respite, Supported Employment, Supports Coordination, Temporary <b>Supplemental Services</b> <del>Crisis</del>, Therapies, and Transitional Work Services. The rates for this program are published for all providers. The fee schedule has no regional variation. There is no cost settlement.</p> <p>BAS pays for waiver services based on a fee schedule, and the fees are developed using a market-based approach. Assumptions for supervisory staff, occupancy costs, indirect costs and administration costs are developed based on program requirements and each represent different costs that a provider would incur in delivering the service. The assumptions for these items do not include duplicative activities or costs.</p> <p>For Assistive Technology, Community Transition Services and <del>Environmental</del> <b>Home Modifications, and Vehicle Modifications</b> providers are reimbursed at the invoice cost for the service or equipment provided. Total costs may not exceed limits in Appendix C-3 for each service. PROMISe™ checks claims against any applicable limitations to ensure the total costs do not exceed the service limits in Appendix C-3. When a <del>autism waiver consumer</del> <b>participant</b> is assessed, either initially or annually, their need for assistive technology, community transition services, and <del>environmental</del> <b>home or vehicle</b> modifications is made. The approved assistive technology, community transition services, and <del>environmental</del> <b>home and vehicle</b> modifications are placed on the</p> |         |

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|     |                | <p>is made. The approved assistive technology, community transition services and environmental modifications are placed on the consumer's service plan. The consumer's Supports Coordinators locate the services from qualified providers and equipment from qualified vendors and arrange for the consumer to receive training to be able to use it (for equipment) and receiving feedback from the family (for the community transition services and environmental modifications).</p> <p>BAS contracted with Mercer Government Human Services Consulting (Mercer) to develop the rates for those services that are paid based on a statewide fee schedule. In developing payment rates for these services, Mercer's methodology contained an analysis of four key components: direct care salary expenses, employee related expenses, program indirect expenses and administrative expenses. Mercer conducted a compensation study to determine the appropriate wage or salary expense for the direct care workers providing each service. Mercer reviewed wage data provided by the Bureau of Labor Statistics and other national sources to develop service-specific base wage rates based on the staffing requirements and roles and responsibilities of the worker. This component is the most significant portion of the total payment rate.</p> <p>In developing the other three rate components, Mercer and BAS first discussed the allowable costs to be funded through each service and included only allowable indirect and administrative expenses.</p> <p>Mercer used this information to develop rates that comply with the requirements of Section 1902(a)30(A) of the Social Security Act (i.e., payments are consistent with economy, efficiency and quality of care and are sufficient to enlist enough providers) and the related federal regulations at 42 CFR 447.200 205. BAS reviews provider enrollment and retention for each service</p> | <p><del>consumer's</del> <b>participant's</b> service plan. The <del>consumer's</del> <b>participant's</b> Supports Coordinators locates the services from qualified providers and equipment from qualified vendors and arranges for the participant to receive training to be able to use it (for equipment) and <b>receives</b> feedback from the family <b>or representative</b> (for the community transition services and <del>environmental</del> <b>home or vehicle</b> modifications).</p> <p>BAS contracted with Mercer Government Human Services Consulting (Mercer) to develop the rates for those services that are paid based on a statewide fee schedule. In developing payment rates for these services, Mercer's methodology contained an analysis of four key components: direct care salary expenses, employee related expenses, program <del>indirect</del> expenses and administrative expenses. Mercer conducted a compensation study to determine the appropriate wage or salary expense for the direct care workers providing each service. Mercer reviewed wage data provided by the Bureau of Labor Statistics <del>and other national sources</del> to develop service-specific base wage rates based on the staffing requirements and roles and responsibilities of the worker. This component is the most significant portion of the total payment rate.</p> <p>In developing the other three rate components, Mercer and BAS first discussed the allowable costs to be funded through each service and included only allowable <del>indirect</del> <b>program</b> and administrative expenses.</p> <p>Mercer used this information to develop rates that comply with the requirements of Section 1902(a)30(A) of the Social Security Act (i.e., payments are consistent with economy, efficiency and quality of care and are sufficient to enlist enough providers) and the related federal regulations at 42 CFR 447.200 205. BAS reviews provider enrollment and retention for each service annually to ensure that access to care and adequacy of payments are maintained.</p> <p>There are only two reasons rates may vary for different providers of the same service:</p> <ol style="list-style-type: none"> <li>1. For services where there are different rates <b>by level</b> such as Residential Habilitation, Day Habilitation, and Transitional Work, all providers who <b>deliver a service provide</b> at the same <del>level-tier</del> are paid the same rate.</li> </ol> |         |

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|     |                | <p>annually to ensure that access to care and adequacy of payments are maintained.</p> <p>There are only two reasons rates may vary for different providers of the same service:</p> <ol style="list-style-type: none"> <li>1. For services where there are different rates such as Residential Habilitation, Day Habilitation, and Transitional Work, all providers who provide at the same tier are paid the same rate.</li> <li>2. Rates for Assistive Technology, Community Transition Services, and Environmental Modifications vary based on the invoice cost of the particular items.</li> </ol> <p>In accordance with 42 CFR 441.310(a)(2), FFP is not claimed for room and board costs except as part of respite services when provided in a licensed or certified respite facility and not a private residence. Room and board costs are not included in the rates for any of the other services.</p> <p>BAS made the rates available to waiver participants, providers and the public through the DPW Web site. If a change in the methodology occurs, BAS will amend the waiver and provide CMS with the updated methodology, as well as publish the change in a bulletin. The bulletin development process includes solicitation of public comment based on a draft bulletin posted on the DPW Web site.</p> <p>The OMAP reimburses qualified providers through the Medicaid Management Information System, called the Provider Reimbursement and Operations Management Information System (PROMISe). Payments are made directly to the provider of record.</p> <p>BAS reviews provider enrollment and retention for each service annually to ensure that access to care and adequacy of</p> | <p>2. Rates for Assistive Technology, Community Transition Services, <del>and Environmental</del> <b>Home Modifications, and Vehicle Modifications</b> vary based on the invoice cost of the particular items.</p> <p>In accordance with 42 CFR 441.310(a)(2), FFP is not claimed for room and board costs except as part of respite services when provided in a licensed or certified respite facility and not a private residence. Room and board costs are not included in the rates for any of the other services.</p> <p>BAS made the rates available to waiver participants, providers and the public through the <del>DPW DHS</del> <b>Web site and publication in The Pennsylvania Bulletin</b>. If a change in the methodology occurs, BAS will amend the waiver and provide CMS with the updated methodology, as well as publish the change in <del>a bulletin</del> <b>The Pennsylvania Bulletin</b>. <del>The bulletin development process includes solicitation of public comment based on a draft bulletin posted on the DPW Web site.</del></p> <p>The OMAP reimburses qualified providers through the Medicaid Management Information System, called the Provider Reimbursement and Operations Management Information System (PROMISe). Payments are made directly to the provider of record.</p> <p>BAS reviews provider enrollment and retention for each service annually to ensure that access to care and adequacy of payments are maintained. The BAS has staff that continuously focuses on recruiting and enrolling providers based on provider interest and areas of greatest need geographically to ensure participant choice <del>in the four regions served by the waiver</del>. As the program grows, the BAS expects to increase the pool of providers to provide meaningful choice among providers to meet the needs of multiple participants in each county. The BAS reviews the AAW Provider Enrollment database on an annual basis, to ensure that all providers' qualifications have been verified <del>on a</del> <b>biennial</b> basis as specified in the approved waiver.</p> |         |

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|     |   | <p>payments are maintained. The BAS has staff that continuously focuses on recruiting and enrolling providers based on provider interest and areas of greatest need geographically to ensure participant choice in the four regions served by the waiver. As the program grows, the BAS expects to increase the pool of providers to provide meaningful choice among providers to meet the needs of multiple participants in each county. The BAS reviews the AAW Provider Enrollment database on an annual basis, to ensure that all providers' qualifications have been verified on a biennial basis as specified in the approved waiver.</p>   |  |         |
|     | <p>I-2: Rates, Billing and Claims<br/>b. Flow of Billings</p> | <p>Agency providers submit claims to the OMAP through PROMISE.</p> <p>Billing validation is done first through PROMISE. PROMISE verifies participant information in the Client Information System (CIS), such as the participant's Master Client Index (MCI) number, name, the participant's eligibility status, and effective eligibility dates. PROMISE also verifies that the provider(s) and service(s) on the claim are enrolled providers of the services and the services are in the Adult Autism Waiver.</p> <p>After validation of the above listed items occurs, the claim information is sent to HCSIS to be verified against the participant's ISP. If any of the information on the PROMISE claim is in conflict with the ISP, HCSIS sends an error code to PROMISE. PROMISE then suspends or rejects the claim. This system edit provides an upfront monitoring of eligibility status and authorized services as per the approved ISP. PROMISE notifies providers of rejected claims. Each denied claim has one or more denial codes associated with it that show the reasons for rejections. Providers can work through the denied claims to correct the error or errors and resubmit them. BAS reviews a customized summary report from Promise showing rejected claims on a quarterly basis.</p> <p>BAS monitors provider's claims rejection status and provides</p> | <p>Agency providers submit claims to the OMAP through PROMISE.</p> <p>Billing validation is done first through PROMISE. PROMISE verifies participant information in the Client Information System (CIS), such as the participant's Master Client Index (MCI) number, name, the participant's eligibility status, and effective eligibility dates. PROMISE also verifies that the provider(s) and service(s) on the claim are enrolled providers of the services and the services are in the Adult Autism Waiver.</p> <p>After validation of the above listed items occurs, the claim information is sent to HCSIS to be verified against the participant's ISP. If any of the information on the PROMISE claim is in conflict with the ISP, HCSIS sends an error code to PROMISE. PROMISE then suspends or rejects the claim. This system edit provides an upfront monitoring of eligibility status and authorized services as per the approved ISP. PROMISE notifies providers of rejected claims. Each denied claim has one or more denial codes associated with it that show the reasons for rejections. Providers can work through the denied claims to correct the error or errors and resubmit them. BAS reviews a customized summary report from Promise showing rejected claims on a quarterly basis.</p> <p>BAS monitors provider's claims rejection status and provides necessary training and direction to limit such errors/rejections. For a random sample of participants, as part of the annual monitoring of providers, BAS compares paid claims data to provider records such as time sheets and reports of services rendered. BAS also interviews participants to assess whether participants'</p> |         |

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|     |   | <p>necessary training and direction to limit such errors/rejections. For a random sample of participants, as part of the annual monitoring of providers, BAS compares paid claims data to provider records such as time sheets and reports of services rendered. BAS also interviews participants to assess whether participants' reporting of service delivery is consistent with claims data. For the Supports Coordination service, all contacts by the Supports Coordinators must be recorded in HCSIS. BAS reviews a sample of Supports Coordinator records each year to assess whether billing reflects the amount of Supports Coordination activity recorded in the notes.</p>   | <p>reporting of service delivery is consistent with claims data. For the Supports Coordination service, all contacts by the Supports Coordinators must be recorded in HCSIS. BAS reviews a sample of Supports Coordinator records each year to assess whether billing reflects the amount of Supports Coordination activity recorded in the notes.</p> <p><b>Vendors paid by an OHCDs provider do not bill directly through the PROMISE system. The OHCDs is responsible for billing through the PROMISE system for services rendered by these vendors.</b></p>  |         |
|     | <p>I-3: Payment<br/>d. Payments to State or Local Government Providers.</p> | <p>Many County Mental Health and Mental Retardation (MH/MR) Programs have experience working with people who have autism spectrum disorders as well as a mental illness or mental retardation diagnosis.</p> <p>A County MH/ID agency can enroll for any service for which the organization meets the qualifications in Appendix C-3. Services listed in the waiver are Assistive Technology, Behavioral Specialist Services, Community Inclusion, Community Transition Services, Day Habilitation, Environmental Modifications, Family Counseling, Family Training, Job Assessment and Finding, Nutritional Consultation, Residential Habilitation, Respite, Supported Employment, Supports Coordination, Temporary Crisis Services, Therapies, and Transitional Work Services.</p> <p>The process for counties is the same as for all other providers. During the provider application process, the BAS staff determines whether the provider meets the provider qualification criteria outlined in this waiver. If the provider meets the criteria, the BAS notifies the Office of Medical Assistance Programs (OMAP), that the provider has been determined qualified by BAS. OMAP then authorizes that provider to be added to ISPs of AAW participants and to bill against the AAW.</p> | <p>Many County Mental Health and <del>Mental Retardation</del> <b>Individuals with an Intellectual Disability (MH/MRIID)</b> Programs have experience working with people who have autism spectrum disorders as well as a mental illness or mental retardation diagnosis.</p> <p>A County MH/ID agency can enroll for any service for which the organization meets the qualifications in Appendix C-3. Services listed in the waiver are Assistive Technology, <del>Behavioral Specialist Services</del> <b>Specialized Skill Development, Career Planning, Community Inclusion, Community Transition Services, Day Habilitation, Environmental Home Modifications, Vehicle Modifications, Family Support Counseling, Family Training, Job Assessment and Finding, Career Planning, Nutritional Consultation, Residential Habilitation, Respite, Supported Employment, Supports Coordination, Temporary Supplemental</b> Crisis Services, Therapies, and Transitional Work Services.</p> <p>The process for counties is the same as for all other providers. During the provider application process, the BAS staff determines whether the provider meets the provider qualification criteria outlined in this waiver. If the provider meets the criteria, the BAS notifies the Office of Medical Assistance Programs (OMAP), that the provider has been determined qualified by BAS. OMAP then authorizes that provider to be added to ISPs of AAW participants and to bill against the AAW.</p> <p>The BAS reviews provider qualifications at least biennially. If findings from</p> |         |

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|     |   | <p>The BAS reviews provider qualifications at least biennially. If findings from discovery activities indicate a provider does not meet provider standards, the BAS will contact the provider for more information to assess whether the provider meets standards. If a provider does not meet provider standards, the BAS will give the provider 30 days to remediate the reason for ineligibility. The BAS will provide technical assistance and training to the provider during this time to prevent disenrollment and will advise the supports coordinator that the provider may be dis-enrolled. If the provider does not meet provider standards after 30 days, the BAS will dis-enroll the provider and notify the supports coordinator that participants will need to identify a new provider. The supports coordinator will notify the participant that a new provider is necessary. The BAS will send a notice of action to the provider to let the provider know that it can appeal the disenrollment decision to the DHS Bureau of Hearings and Appeals.</p> | <p>discovery activities indicate a provider does not meet provider standards, the BAS will contact the provider for more information to assess whether the provider meets standards. If a provider does not meet provider standards, the BAS will give the provider 30 days to remediate the reason for ineligibility. The BAS will provide technical assistance and training to the provider during this time to prevent disenrollment and will advise the supports coordinator that the provider may be dis-enrolled. If the provider does not meet provider standards after 30 days, the BAS will dis-enroll the provider and notify the supports coordinator that participants will need to identify a new provider. The supports coordinator will notify the participant that a new provider is necessary. The BAS will send a notice of action to the provider to let the provider know that it can appeal the disenrollment decision to the DHS Bureau of Hearings and Appeals.</p>  |         |
|     | <p>I-3: Payment<br/>g. Additional Payment Arrangements<br/>ii. Organized Health Care Delivery System.</p> | <p>(a) Supports Coordination agencies can apply to become OHCDs entities for the Adult Autism Waiver services of Community Transition Services, Assistive Technology, and/or Environmental Modifications. Supports Coordination agencies qualify for OHCDs designation because they provide Supports Coordination as a direct service. Community Inclusion agencies can apply to become OHCDs entities for the Adult Autism Waiver service of Assistive Technology and/or Environmental Modifications. Community Inclusion agencies qualify for OHCDs designation because they provide Community Inclusion as a direct service.</p> <p>To assure that OHCDs subcontractors possess the required qualifications, when monitoring OHCDs, BAS reviews documentation that subcontractors possess the required qualifications.</p> <p>When monitoring OHCDs, BAS will review documentation of the</p>   | <p>(a) Supports Coordination agencies can apply to become OHCDs entities for the Adult Autism Waiver services of Community Transition Services, Assistive Technology, <b>Home Modifications</b> and/or <del>Environmental</del> <b>Vehicle Modifications</b>. Supports Coordination agencies qualify for OHCDs designation because they provide Supports Coordination as a direct service. <del>Community Inclusion</del> <b>Specialized Skill Development</b> agencies can apply to become OHCDs entities for the Adult Autism Waiver service of Assistive Technology, and/or <del>Environmental</del> <b>Vehicle Modifications</b>. <del>Community Inclusion</del> <b>Specialized Skill Development</b> agencies qualify for OHCDs designation because they provide <b>Specialized Skill Development</b> <del>Community Inclusion</del> as a direct service.</p> <p>To assure that OHCDs subcontractors possess the required qualifications, when monitoring OHCDs, BAS reviews documentation that subcontractors possess the required qualifications.</p> <p>When monitoring OHCDs, BAS will review documentation of the contracting mechanism between the OHCDs and the provider. <del>OHCDs to date has only</del></p> |         |

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|     |                | <p>contracting mechanism between the OHCDS and the provider. OHCDS to date has only been used twice in the AAW to purchase Assistive Technology items. OHCDS is only allowed in this waiver for services for which providers are paid based on invoice costs—Assistive Technology, Community Transition Services, and Environmental Modifications. The cost of the service will vary based on the specific support a person needs – different providers will have different rates because of the different supports provided.</p> <p>(b) Community Transition Services, Assistive Technology, and Environmental Modifications providers have the option to directly enroll as an Adult Autism Waiver provider should they not desire to work through an OHCDS.</p> <p>There is no limitation or restriction on vendors who wish to both directly enroll as providers as well as provide that service through an OHCDS. Any willing and qualified provider may enroll directly. OHCDS are not limited when contracting with vendors as long as they are qualified.</p> <p>(c) Participants in the AAW receive a complete list of providers of all waiver services at the time of enrollment, during the annual plan review, and at any other time by request. The list of providers of Assistive Technology, Environmental Modification and Community Transition Services includes both OHCDS and providers directly enrolled to provide those services. Participants may exercise the right of choice from among all those providers enrolled for the service.</p> <p>When a Supports Coordination agency acts as an OHCDS, there is no incentive for the agency to refer a person to itself as an OHCDS. In the AAW, an OHCDS may not bill an administrative fee for acting as an OHCDS. The state pays the same amount—the provider’s invoice cost—whether the person’s chosen</p> | <p><del>been used twice in the AAW to purchase Assistive Technology items.</del> OHCDS is only allowed in this waiver for services for which providers are paid based on invoice costs—<b>Home Modifications</b>, Assistive Technology, Community Transition Services, and <del>Environmental</del> <b>Vehicle</b> Modifications. The cost of the service will vary based on the specific support a person needs – different providers will have different rates because of the different supports provided.</p> <p>(b) <b>Home Modifications</b>, Community Transition Services, Assistive Technology, and <del>Environmental</del> <b>Vehicle</b> Modifications providers have the option to directly enroll as an Adult Autism Waiver provider should they not desire to work through an OHCDS.</p> <p>There is no limitation or restriction on vendors who wish to both directly enroll as providers as well as provide that service through an OHCDS. Any willing and qualified provider may enroll directly. OHCDS are not limited when contracting with vendors as long as they are qualified.</p> <p>(c) Participants in the AAW receive a complete list of providers of all waiver services at the time of enrollment, during the annual plan review, and at any other time by request. The list of providers of <b>Community Transition Services</b>, Assistive Technology, <b>Home Modifications</b>, and <b>Vehicle</b> <del>Environmental</del> Modification and <del>Community Transition</del> Services includes both OHCDS and providers directly enrolled to provide those services. Participants may exercise the right of choice from among all those providers enrolled for the service.</p> <p>When a Supports Coordination agency acts as an OHCDS, there is no incentive for the agency to refer a person to itself as an OHCDS. In the AAW, an OHCDS may not bill an administrative fee for acting as an OHCDS. The state pays the same amount—the provider’s invoice cost—whether the person’s chosen provider is directly enrolled or working through an OHCDS.</p> <p>(d) Agencies or individuals who provide Community Transition Services, Assistive Technology, <b>Home</b> and <b>Vehicle</b> <del>Environmental</del> Modifications must meet all Adult Autism Waiver requirements. The Supports Coordinator must document the successful delivery or completion of the services once completed.</p> |         |

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|     |                | <p>provider is directly enrolled or working through an OHCDs.</p> <p>(d) Agencies or individuals who provide Community Transition Services, Assistive Technology, and Environmental Modifications must meet all Adult Autism Waiver requirements. The Supports Coordinator must document the successful delivery or completion of the services once completed.</p> <p>(e) &amp; (f) BAS reviews all ISPs and scrutinizes Community Transition Services, Assistive Technology, and Environmental Modifications (and all services) to ensure they are necessary, appropriate, and that expenditures are within the monetary limits for the service. Community Transition Services, Assistive Technology, and Environmental Modifications are subject to the same financial accountability oversight as other Adult Autism Waiver services. For a sample of Adult Autism Waiver participants, BAS reviews the Supports Coordination agency records and interviews with participants, family members, and provider staff to verify that services were furnished as billed. The sample is sufficient to obtain a 90% confidence level with a 10% margin of error. BAS will also ensure the arrangements between the OHCDs entity and the agency or individual providing the service meet OHCDs requirements. These arrangements may not be formal contracts as these services generally represent short-term or single purchase transactions.</p> <p>The OHCDs does not perform administrative activities.</p> <p>The OHCDs-designated provider is the “provider of record” of the service. BAS holds the OHCDs accountable for the goods or services just as if they were the vendor. However, unlike other waiver services, the OHCDs may contract with a vendor to provide the goods or services as described in the service definitions in the AAW. The OHCDs is responsible for:</p> <ul style="list-style-type: none"> <li>• Identifying the vendor;</li> </ul> | <p>(e) &amp; (f) BAS reviews all ISPs and scrutinizes Community Transition Services, Assistive Technology, <b>Home Modifications</b> and <del>Vehicle-Environmental</del> <b>Vehicle</b> Modifications (and all services) to ensure they are necessary, appropriate, and that expenditures are within the monetary limits for the service. Community Transition Services, Assistive Technology, <b>Home Modifications</b> and <del>Environmental-</del> <b>Vehicle</b> Modifications are subject to the same financial accountability oversight as other Adult Autism Waiver services. For a sample of Adult Autism Waiver participants, BAS reviews the Supports Coordination agency records and interviews with participants, family members, and provider staff to verify that services were furnished as billed. The sample is sufficient to obtain a 90% confidence level with a 10% margin of error. BAS will also ensure the arrangements between the OHCDs entity and the agency or individual providing the service meet OHCDs requirements. These arrangements may not be formal contracts as these services generally represent short-term or single purchase transactions.</p> <p>The OHCDs does not perform administrative activities.</p> <p>The OHCDs-designated provider is the “provider of record” of the service. BAS holds the OHCDs accountable for the goods or services just as if they were the vendor. However, unlike other waiver services, the OHCDs may contract with a vendor to provide the goods or services as described in the service definitions in the AAW. The OHCDs is responsible for:</p> <ul style="list-style-type: none"> <li>• Identifying the vendor;</li> <li>• Specifying the terms of the service (what exactly the vendor will do or provide);</li> <li>• Accepting or negotiating the terms including the cost of the goods or services;</li> <li>• Ensuring that the vendor meets provider requirements specified in the AAW, such as licensing;</li> <li>• Ensuring that necessary permits are secured, and that the work meets standards of manufacture, installation, etc.</li> <li>• Determining that the contracted goods or services are satisfactorily completed and should be paid;</li> <li>• Receiving the invoice (including any receipts) from the vendor and paying the</li> </ul> |         |

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|     |                | <ul style="list-style-type: none"> <li>• Specifying the terms of the service (what exactly the vendor will do or provide);</li> <li>• Accepting or negotiating the terms including the cost of the goods or services;</li> <li>• Ensuring that the vendor meets provider requirements specified in the AAW, such as licensing;</li> <li>• Ensuring that necessary permits are secured, and that the work meets standards of manufacture, installation, etc.</li> <li>• Determining that the contracted goods or services are satisfactorily completed and should be paid;</li> <li>• Receiving the invoice (including any receipts) from the vendor and paying the vendor directly.</li> <li>• Billing the AAW through PROMISe for the exact amount of the invoice from the vendor;</li> <li>• Retaining the invoice in its records.</li> </ul> <p>As part of its annual monitoring activities, BAS verifies that the OHCDS met the above criteria if a participant in the monitoring sample received services using an OHCDS.</p> <p>If an OHCDS is used, once the service has been rendered, the vendor with whom the OHCDS has contracted submits a bill or invoice to the OHCDS. The OHCDS bills PROMISe for the exact amount of the bill or invoice using the procedure code for the service and using the appropriate provider type and specialty codes for the service. PROMISe verifies that the OHCDS agency is enrolled to provide that service in the AAW and that the participant has that service authorized on their ISP. The OHCDS must retain all invoices related to the cost on file and available for review by BAS.</p> <p>There is no additional cost to the state if a directly enrolled provider also provides services under contract with an OHCDS. The state pays the same amount—the provider’s invoice cost—whether the person’s chosen provider is directly enrolled or working through an OHCDS.</p> | <p>vendor directly.</p> <ul style="list-style-type: none"> <li>• Billing the AAW through PROMISe for the exact amount of the invoice from the vendor;</li> <li>• Retaining the invoice in its records.</li> </ul> <p>As part of its annual monitoring activities, BAS verifies that the OHCDS met the above criteria if a participant in the monitoring sample received services using an OHCDS.</p> <p>If an OHCDS is used, once the service has been rendered, the vendor with whom the OHCDS has contracted submits a bill or invoice to the OHCDS. The OHCDS bills PROMISe for the exact amount of the bill or invoice using the procedure code for the service and using the appropriate provider type and specialty codes for the service. PROMISe verifies that the OHCDS agency is enrolled to provide that service in the AAW and that the participant has that service authorized on their ISP. The OHCDS must retain all invoices related to the cost on file and available for review by BAS.</p> <p>There is no additional cost to the state if a directly enrolled provider also provides services under contract with an OHCDS. The state pays the same amount—the provider’s invoice cost—whether the person’s chosen provider is directly enrolled or working through an OHCDS.</p> <p>Methods for Direct Provider Enrollment when a Provider does not Voluntarily Agree to Contract with a Designated OHCDS:</p> <p>Agencies wishing to provide Assistive Technology, <del>Environmental</del> <b>Vehicle Modification, Home Modification</b>, or Community Transition Services directly may enroll as AAW providers by following the same process as providers of other services in the AAW. Interested providers must first enroll with Pennsylvania’s Office of Medical Assistance Programs. The provider then submits an application to provide services for the Adult Autism Waiver that is reviewed to ensure the provider meets the qualifications for the service(s) specified by the provider. If the provider meets the qualifications, a Medical Assistance supplemental agreement specific to the AAW is executed.</p> |         |

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|     |   | <p>Methods for Direct Provider Enrollment when a Provider does not Voluntarily Agree to Contract with a Designated OHCDs:</p> <p>Agencies wishing to provide Assistive Technology, Environmental Modification or Community Transition Services directly may enroll as AAW providers by following the same process as providers of other services in the AAW. Interested providers must first enroll with Pennsylvania’s Office of Medical Assistance Programs. The provider then submits an application to provide services for the Adult Autism Waiver that is reviewed to ensure the provider meets the qualifications for the service(s) specified by the provider. If the provider meets the qualifications, a Medical Assistance supplemental agreement specific to the AAW is executed.</p>  |   |         |
|     | <p>I-5: Exclusion of Medicaid Payment for Room and Board<br/>                     b. Method for Excluding the Cost of Room and Board Furnished in Residential Settings.</p> | <p>In accordance with 42 CFR 441.310(a)(2), the Commonwealth does not pay the cost of room and board except for respite service rendered outside his/her private residence in a licensed or certified respite facility. The fee schedule developed for all waiver services, except respite in a licensed or certified respite facility, does not include consideration for room and board. Those payments are based solely on service costs. Since payments are processed through the Commonwealth’s MMIS system, PROMISE, the cost for room and board is not included with the exception of respite rendered in a licensed or certified respite facility.</p> <p>For respite services provided outside his/her private residence in a licensed or certified respite facility, the rate includes both service costs and an allowance for room and board.</p> <p>The method to assure that the costs of rent and food are not reimbursed:</p> <p>As stated in Appendix C(2)(e), family members are only allowed</p> | <p>In accordance with 42 CFR 441.310(a)(2), the Commonwealth does not pay the cost of room and board except for respite service rendered outside his/her private residence in a licensed or certified respite facility. The fee schedule developed for all waiver services, except respite in a licensed or certified respite facility, does not include consideration for room and board. Those payments are based solely on service costs. Since payments are processed through the Commonwealth’s MMIS system, PROMISE, the cost for room and board is not included with the exception of respite rendered in a licensed or certified respite facility.</p> <p>For respite services provided outside his/her private residence in a licensed or certified respite facility, the rate includes both service costs and an allowance for room and board.</p> <p>The method to assure that the costs of rent and food are not reimbursed:</p> <p>As stated in Appendix C(2)(e), family members are only allowed to provide Community <del>Inclusion</del> <b>Supports</b>, and Respite. A person who lives with the participant may not provide respite. As a result, the only service that may be provided by live-in caregivers is Community <del>Inclusion</del> <b>Supports</b>.</p> |         |

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|     |                | <p>to provide Community Inclusion and Respite. A person who lives with the participant may not provide respite. As a result, the only service that may be provided by live-in caregivers is Community Inclusion.</p> <p>The rate for family members is the same as the rate for any other provider staff person. The rate does not include the cost of rent and food.</p> <p>Rates are not based on cost reports and the AAW does not use administrative entities to administer the waiver.</p> <p>Residential habilitation providers bill separate procedure codes for room and board. Room and board is NOT eligible for federal financial participation. PROMISE uses a separate account for these procedure codes so only state funds are used to pay for room and board.</p> | <p>The rate for family members is the same as the rate for any other provider <del>staff</del> <del>person</del>. The rate does not include the cost of rent and food.</p> <p>Rates are not based on cost reports and the AAW does not use administrative entities to administer the waiver.</p> <p>Residential habilitation providers bill separate procedure codes for room and board. Room and board is NOT eligible for federal financial participation. PROMISE uses a separate account for these procedure codes so only state funds are used to pay for room and board.</p> |         |

Appendix J

| J-1: Composite Overview and Demonstration of Cost-Neutrality Formula | Year    | Factor D' | Factor G  | Factor G' | Year                                 | Factor D'                                | Factor G                                 | Factor G'                            |
|--|---------|-----------|-----------|-----------|--------------------------------------|--|--|--------------------------------------|
|  | 1       | 7840.45   | 158788.97 | 5519.32   | 1                                    | <del>7840.45</del><br><b>8808.61</b>     | <del>158788.97</del><br><b>187803.64</b> | <del>5519.32</del><br><b>7585.23</b> |
| 2  | 4184.13 | 167374.66 | 7131.30   | 2         | <del>4184.13</del><br><b>8984.78</b> | <del>167374.66</del><br><b>191559.71</b> | <del>7131.30</del><br><b>7736.93</b>     |                                      |
| 3  | 4122.02 | 170722.15 | 7273.93   | 3         | <del>4122.02</del><br><b>9164.48</b> | <del>170722.15</del><br><b>195390.90</b> | <del>7273.93</del><br><b>7891.67</b>     |                                      |
| 4  | 6204.07 | 174772.63 | 7799.88   | 4         | <del>6204.07</del><br><b>9347.77</b> | <del>174772.63</del><br><b>199298.72</b> | <del>7799.88</del><br><b>8049.50</b>     |                                      |
| 5  | 7536.65 | 178268.08 | 7955.88   | 5         | <del>7536.65</del><br><b>9534.73</b> | <del>178268.08</del><br><b>203284.69</b> | <del>7955.88</del><br><b>8210.49</b>     |                                      |

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|     | J-2: Derivation of Estimates<br>a. Number Of Unduplicated Participants Served. | Year 1 – 315<br>Year 2 – 330<br>Year 3 – 439<br>Year 4 – 544<br>Year 5 – 544  | Year 1 – <del>315</del> 596<br>Year 2 – <del>330</del> 596<br>Year 3 – <del>439</del> 596<br>Year 4 – <del>544</del> 596<br>Year 5 – <del>544</del> 596   |         |
|     | J-2: Derivation of Estimates<br>b. Average Length of Stay                      | <p>There are no changes to Year 1 through 3 because those years occurred before the effective date of this amendment.</p> <p>Year 4:<br/>Calculations for Year 4 are more complex because the amendment proposes an increase in capacity during that year. In addition, only 406 people were enrolled as of the start of the year. Enrollment did not reach capacity during Year 3 because of a lower response rate from applicants than in previous years.</p> <p>Total days of service are calculated by separating the 518 persons served at one time into four groups: people who enroll to reach the Year 3 capacity; people who disenroll and are replaced by new individuals during the year, people who are enrolled for the full year, and people who will enroll to reach the proposed new capacity. Total days of service will then be divided by the proposed unduplicated number of persons served, 544.</p> <p>1. Days of service for people who enroll to reach Year 3 capacity:<br/>The enrollment at the start of the year was 406. Twelve people enrolled before this amendment was submitted to reach the capacity of 418. Based on the enrollment dates for these individuals, the average days of service is 218. Total is 2,616 days (12*218 days).</p> <p>2. Days of service for people who disenroll:<br/>Historically, 5% of waiver participants disenroll from the waiver each year. If this trend continues, 26 people would disenroll</p> | <p><del>There are no changes to Year 1 through 3 because those years occurred before the effective date of this amendment.</del></p> <p><del>Year 4:<br/>Calculations for Year 4 are more complex because the amendment proposes an increase in capacity during that year. In addition, only 406 people were enrolled as of the start of the year. Enrollment did not reach capacity during Year 3 because of a lower response rate from applicants than in previous years.</del></p> <p><del>Total days of service are calculated by separating the 518 persons served at one time into four groups: people who enroll to reach the Year 3 capacity; people who disenroll and are replaced by new individuals during the year, people who are enrolled for the full year, and people who will enroll to reach the proposed new capacity. Total days of service will then be divided by the proposed unduplicated number of persons served, 544.</del></p> <p><del>1. Days of service for people who enroll to reach Year 3 capacity:<br/>—The enrollment at the start of the year was 406. Twelve people enrolled before this amendment was submitted to reach the capacity of 418. Based on the enrollment dates for these individuals, the average days of service is 218. Total is 2,616 days (12*218 days).</del></p> <p><del>2. Days of service for people who disenroll:<br/>—Historically, 5% of waiver participants disenroll from the waiver each year. If this trend continues, 26 people would disenroll each year. Based on enrollment experience to date, it is assumed that 120 days will be necessary to enroll new people for the waiver. Therefore, capacity for 26 people will be used for only 245 days (365-120). Total is 6,370 days (26*245 days).</del></p> |         |

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|     |                | <p>each year. Based on enrollment experience to date, it is assumed that 120 days will be necessary to enroll new people for the waiver. Therefore, capacity for 26 people will be used for only 245 days (365-120). Total is 6,370 days (26*245 days).</p> <p>3. Days of service for people enrolled in the full year:<br/>Of the 406 people enrolled at the start of the year, 380 people will be served for the entire year (406 people enrolled at the start of the year minus 26 who disenroll). Total is 138,700 days (380 people times 365 days).</p> <p>4. Days of service for 100 people enrolled to reflect additional capacity for Year 4:<br/>These individuals will start services with projected start dates from January through June, 2015. Average days of service for the 100 participants will be approximately 91 days, assuming all individuals remained enrolled until the end of the waiver year. Total days of enrollment will be 9,100 (100 people times 91 days).</p> <p>Total days of service: 2,616 + 6,370 + 138,700 + 9,100 = 156,786</p> <p>Average length of stay is calculated as total days of service divided by the unduplicated number of participants:<br/>156,786/544=288</p> <p>Year 5:<br/>For year 5, there is no change in waiver capacity. To calculate total days of service, the 518 persons served at one time are separated into two groups: people who disenroll and people who are enrolled for the full year.</p> <p>1. Days of service for people who disenroll:<br/>As in Year 4, it is assumed 5% (26 people) will disenroll each year and 120 days will be necessary to enroll new people into</p> | <p><del>3. Days of service for people enrolled in the full year:<br/>—Of the 406 people enrolled at the start of the year, 380 people will be served for the entire year (406 people enrolled at the start of the year minus 26 who disenroll). Total is 138,700 days (380 people times 365 days).</del></p> <p><del>4. Days of service for 100 people enrolled to reflect additional capacity for Year 4:<br/>—These individuals will start services with projected start dates from January through June, 2015. Average days of service for the 100 participants will be approximately 91 days, assuming all individuals remained enrolled until the end of the waiver year. Total days of enrollment will be 9,100 (100 people times 91 days).</del></p> <p><del>Total days of service: 2,616 + 6,370 + 138,700 + 9,100 = 156,786</del></p> <p><del>Average length of stay is calculated as total days of service divided by the unduplicated number of participants: 156,786/544=288</del></p> <p><del>Year 5:<br/>For year 5, there is no change in waiver capacity. To calculate total days of service, the 518 persons served at one time are separated into two groups: people who disenroll and people who are enrolled for the full year.</del></p> <p><del>1. Days of service for people who disenroll:<br/>—As in Year 4, it is assumed 5% (26 people) will disenroll each year and 120 days will be necessary to enroll new people into the waiver. Because 2016 is a leap year, capacity for 26 people will be used for only 246 days (366-120). Total is 6,396 days (26 people times 246 days).</del></p> <p><del>2. Days of service for people enrolled in the full year:<br/>—Of the 518 people enrolled at the start of the year, 492 people will be served for the entire year (518 people enrolled at the start of the year minus 26 who disenroll). Total is 180,072 days (492 people times 366 days).</del></p> |         |

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|     |                | <p>the waiver. Because 2016 is a leap year, capacity for 26 people will be used for only 246 days (366-120). Total is 6,396 days (26 people times 246 days).</p> <p>2. Days of service for people enrolled in the full year:<br/>Of the 518 people enrolled at the start of the year, 492 people will be served for the entire year (518 people enrolled at the start of the year minus 26 who disenroll). Total is 180,072 days (492 people times 366 days).</p> <p>Total days of service: <math>6,396 + 180,072 = 186,468</math></p> <p>Average length of stay is calculated as total days of service divided by the unduplicated number of participants:<br/><math>186,468/544=343</math></p> <p>Waiver year 5 has a higher average length of stay. Waiver participants will receive non-waiver, Medicaid services for more time and therefore have higher cost in year 5.</p> | <p><del>Total days of service: <math>6,396 + 180,072 = 186,468</math></del></p> <p><del>Average length of stay is calculated as total days of service divided by the unduplicated number of participants: <math>186,468/544=343</math></del></p> <p><del>Waiver year 5 has a higher average length of stay. Waiver participants will receive non-waiver, Medicaid services for more time and therefore have higher cost in year 5.</del></p> <p><b>To calculate total days of service, the 568 persons served at one time are separated into two groups: people who disenroll and people who are enrolled for the full year.</b></p> <p><b>1. Days of service for people who disenroll:<br/>Based on the experience in previous waiver years, it is assumed 5% (28 people) will disenroll each year and 120 days will be necessary to enroll new people into the waiver. Capacity for 28 people will be used for an average of 245 days (365 - 120). Total is 6,860 days (28 people times 245 days).</b></p> <p><b>2. Days of service for people enrolled in the full year:<br/>Of the 568 people enrolled at the start of the year, 540 people will be served for the entire year (568 people enrolled at the start of the year minus 28 who disenroll). Total is 197,100 days (540 people times 365 days).</b></p> <p><b>Total days of service: <math>6,860 + 197,100 = 203,960</math></b></p> <p><b>Average length of stay is calculated as total days of service divided by the unduplicated number of participants: <math>203,960/596 = 342</math>.</b></p> <p><b>There is no change in waiver capacity during the waiver, so the same average length of stay calculation is used for each year.</b></p> |         |

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|     | <p>J-2: Derivation of Estimates<br/>                     c. Derivation of Estimates for Each Factor<br/>                     i. Factor D Derivation</p> | <p>For Factor D the assumptions made for average length of stay apply, including disenrollment rates and average enrollment dates for new enrollees.<br/>                     Data for paid claims for SFY 2013/14 (Year 3) extracted from the DPW data warehouse in July 2014 were used as a basis for Factor D for most services. It is assumed these data include services provided through May 2014, 11 months of the SFY.</p> <p>It is assumed the percentage of participants using each service with data for SFY 2013/14 will remain the same as in paid claims for SFY 2013/14 to date, with the exception of Initial ISP Development. For that service, one participant is assumed for each new enrollee. It is assumed the number of units per day of service will be the same as in paid claims for SFY 2013/14 to date. Therefore, the annual number of units will be the average number of units in SFY 2013/14 data to date multiplied by the ratio of average days of service in the projected waiver year to 284, the average days of service during the first 11 months of SFY 2013/14. The average cost for all services will be the average cost for paid claims for SFY 2013/14 to date.</p> <p>For services with no paid claims to date in SFY 2013/14, data for paid claims in SFY 2012/13 were used if available. SFY 2012/13 data were available for the daily rate of Out-Of-Home Respite and for Speech Therapy. For these services, it is assumed the percentage of participants using each service will be the same as in SFY 2012/13. It is assumed the number of units per day of service will be the same as in SFY 2012/13. The average cost for all services is assumed to be the average cost for paid claims in SFY 2012/13.</p> <p>Four services had no paid claims in either SFY 2012/13 or data to date for SFY 2013/14. For Occupational Therapy, Community Transition Services, Environmental Modifications, and the 15-minute rate of Out-Of-Home Respite, one user is assumed per</p> | <p>For Factor D the assumptions made for average length of stay apply, including disenrollment rates and average enrollment dates for new enrollees.<br/>                     Data for paid claims for <del>—SFY 2013/14 (Year 3) extracted from the DPW data warehouse in July 2014 were used as a basis for Factor D for most services.</del><br/> <b>SFY 2014/15 (Year 4 of the previous renewal) extracted from the DHS data warehouse in August 2015 were used as a basis for Factor D for most services.</b><br/>                     It is assumed these data include services provided through <del>May 2014, 11 months of the SFY.</del> <b>the full SFY.</b></p> <p><del>It is assumed the percentage of participants using each service with data for SFY 2013/14 will remain the same as in paid claims for SFY 2013/14 to date, with the exception of Initial ISP Development. For that service, one participant is assumed for each new enrollee. It is assumed the number of units per day of service will be the same as in paid claims for SFY 2013/14 to date. Therefore, the annual number of units will be the average number of units in SFY 2013/14 data to date multiplied by the ratio of average days of service in the projected waiver year to 284, the average days of service during the first 11 months of SFY 2013/14. The average cost for all services will be the average cost for paid claims for SFY 2013/14 to date.</del></p> <p><del>For services with no paid claims to date in SFY 2013/14, data for paid claims in SFY 2012/13 were used if available. SFY 2012/13 data were available for the daily rate of Out-Of-Home Respite and for Speech Therapy. For these services, it is assumed the percentage of participants using each service will be the same as in SFY 2012/13. It is assumed the number of units per day of service will be the same as in SFY 2012/13. The average cost for all services is assumed to be the average cost for paid claims in SFY 2012/13.</del></p> <p><del>Four services had no paid claims in either SFY 2012/13 or data to date for SFY 2013/14. For Occupational Therapy, Community Transition Services, Environmental Modifications, and the 15-minute rate of Out-Of-Home Respite, one user is assumed per year. Average units per user and Year 4 average cost per unit are assumed to be the same as in Appendix J of the renewal before this amendment. Average cost per unit for Year 5 is assumed to be the same as the average cost for Year 4.</del></p> |         |

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|     |                | <p>year. Average units per user and Year 4 average cost per unit are assumed to be the same as in Appendix J of the renewal before this amendment. Average cost per unit for Year 5 is assumed to be the same as the average cost for Year 4.</p> <p>The estimate for Factor D' was based on Medicaid paid claims for July 2012 through June 2013. During this time period, Medicaid was not allowed to pay for most prescription drugs for dual eligible participants. As described on page 119 of Application for §1915(c) Home and Community-Based Waiver [Version 3.5, Includes Changes Implemented through November 2014]: Instructions, Technical Guide, and Review Criteria, the Medicare Prescription Drug Benefit was effective in January 1, 2006. As a result, Medicare-funded prescription drugs were never in the Medicaid paid claims data for July 2012 through June 2013.</p> <p>The data on the number of units utilized and the number of users is pulled from Promise data. This data reflects billing for each service and for each participant in the designated year. The number of units utilized of each service is then divided by number of users of that service. That equals the average number of units per user for each service. The total cost for each service is also pulled from Promise data. The total cost is then divided by number of units of each service to calculate the average cost per unit.</p> <p>Why the state does not believe the proposed number is not an overestimate:</p> <p>The most recent 372 report reports on state FY 2012-2013 which was Year 2 of the current AAW cycle. The unduplicated count reported for that year is 306. In state FY 2013-2014, the Pennsylvania budget authorized an increase of 100 participants to the AAW. BAS submitted a waiver amendment to increase</p> | <p><del>The estimate for Factor D' was based on Medicaid paid claims for July 2012 through June 2013. During this time period, Medicaid was not allowed to pay for most prescription drugs for dual eligible participants. As described on page 119 of Application for §1915(c) Home and Community-Based Waiver [Version 3.5, Includes Changes Implemented through November 2014]: Instructions, Technical Guide, and Review Criteria, the Medicare Prescription Drug Benefit was effective in January 1, 2006. As a result, Medicare-funded prescription drugs were never in the Medicaid paid claims data for July 2012 through June 2013.</del></p> <p><del>The data on the number of units utilized and the number of users is pulled from Promise data. This data reflects billing for each service and for each participant in the designated year. The number of units utilized of each service is then divided by number of users of that service. That equals the average number of units per user for each service. The total cost for each service is also pulled from Promise data. The total cost is then divided by number of units of each service to calculate the average cost per unit.</del></p> <p><del>Why the state does not believe the proposed number is not an overestimate:</del></p> <p><del>The most recent 372 report reports on state FY 2012-2013 which was Year 2 of the current AAW cycle. The unduplicated count reported for that year is 306. In state FY 2013-2014, the Pennsylvania budget authorized an increase of 100 participants to the AAW. BAS submitted a waiver amendment to increase both the capacity at any one time and the unduplicated count, estimating the latter to be 439 for Year 3 of the waiver. The current amendment application revises estimates for Years 4 &amp; 5 of the waiver to 544 unduplicated participants which represents a 24% increase over Year 3 (state FY 2013-2014). The 78% increase referred to in the question is a comparison between the actual unduplicated count for Year 2 and the estimated unduplicated count for Year 4 of the waiver. During Year 4, (state FY 2014-2015) the Pennsylvania budget authorized another increase of 100 participants in the AAW. The 78% increase reflects the difference over two years during which the AAW was authorized to increase capacity by 200 participants.</del></p> |         |

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| No. | Waiver Section | Current Language   | Recommended <u>Revised</u> Language   | Comment |
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|     |                | <p>both the capacity at any one time and the unduplicated count, estimating the latter to be 439 for Year 3 of the waiver. The current amendment application revises estimates for Years 4 &amp; 5 of the waiver to 544 unduplicated participants which represents a 24% increase over Year 3 (state FY 2013-2014). The 78% increase referred to in the question is a comparison between the actual unduplicated count for Year 2 and the estimated unduplicated count for Year 4 of the waiver. During Year 4, (state FY 2014-2015) the Pennsylvania budget authorized another increase of 100 participants in the AAW. The 78% increase reflects the difference over two years during which the AAW was authorized to increase capacity by 200 participants.</p> | <p><b>For most services, it is assumed the percentage of participants using each service for which data is available for the renewal will remain the same as in paid claims for SFY 2013/14. For most services, it is further assumed that the number of units per day of service will be the same as in paid claims for SFY 2013/14. Therefore, the annual number of units will be the average number of units in SFY 2013/14 data to date multiplied by the ratio of average days of service in the projected waiver year to 288, the average days of service during year 3 of the previous renewal. Exceptions to these assumptions include:</b></p> <ul style="list-style-type: none"> <li>- <b>Initial ISP Development. For that service, one participant and one unit of service is assumed for each new enrollee: 28 per year.</b></li> <li>- <b>New services in this renewal, all of which in part replace or expand previous AAW services. Projections were based on expected utilization of the new services based on utilization of similar services in the AAW and indications of interest in these services from providers, participants, and families. New services are Family Support, Systematic Skill Building, Home Modifications, and Vehicle Modifications.</b></li> </ul> <p><b>For services that had no paid claims in SFY 2014/15. Speech Therapy, Community Transition Services, one user is assumed per year. Average units per user are assumed to be the same as in Appendix J of the most recent amendment to this renewal before this amendment.</b></p> <p><b>The average cost for all services are based on the rates set according to the methods described in Appendix I-2-a. For services without rates (Community Transition Services, Assistive Technology and Home and Vehicle Modifications) average costs in the most recent amendment to the previous renewal is used for average cost.</b></p> |         |

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| No. | Waiver Section  | Current Language  | Recommended Revised Language   | Comment |
|-----|---|---|--|---------|
|     | <p>J-2: Derivation of Estimates<br/>c. Derivation of Estimates for Each Factor<br/>ii. Factor D' Derivation</p> | <p>BAS based the Factor D' estimate on actual claims and encounter data for individuals served in Pennsylvania's Adult Autism Waiver in State Fiscal Year (SFY) 2012/2013. BAS assumed non-waiver Medicaid costs would increase over time by 2 percent per year. For each year, Factor D' was multiplied by the ratio of the projected average length of stay for that year to the 2012/13 average length of stay. The entire time period used for estimates occurred after Medicare PART D was implemented, so Part D costs are removed.</p> <p>The Factor D' estimate has been revised in WMS (Appendix J-1) to correct an error in the previous estimate. A revised Factor D' of \$6,204 has been entered for waiver year 4.</p> | <p>BAS based the Factor D' estimate on actual claims and encounter data for individuals served in Pennsylvania's Adult Autism Waiver in State Fiscal Year <b>(SFY) 2013/2014</b> <del>(SFY) 2012/2013</del>. BAS assumed non-waiver Medicaid costs would increase over time by 2 percent per year. For each year, Factor D' was multiplied by the ratio of the projected average length of stay for that year to the <del>2012/13</del> <b>2013/14 average length of stay</b>. The entire time period used for estimates occurred after Medicare PART D was implemented, so Part D costs are removed.</p> <p><del>The Factor D' estimate has been revised in WMS (Appendix J-1) to correct an error in the previous estimate. A revised Factor D' of \$6,204 has been entered for waiver year 4.</del></p> |         |
|     | <p>J-2: Derivation of Estimates<br/>c. Derivation of Estimates for Each Factor<br/>iii. Factor G Derivation</p> | <p>BAS based the Factor G estimate on actual claims data for individuals served in Pennsylvania's ICF/ID and ICF/ORC in State Fiscal Year (SFY) 2012/2013. BAS assumed ICF/ID and ICF/ORC costs would increase over time by 2 percent per year. BAS did not adjust the estimate for length of stay. The average length of stay in the ICF/ID and ICF/ORC claims data is similar to the average length of stay assumed for all years of the renewal.</p>   | <p>BAS based the Factor G estimate on actual claims data for individuals served in Pennsylvania's ICF/ID and ICF/ORC in State Fiscal Year (SFY) <del>2012/2013</del> <b>2013/2014</b>. BAS assumed ICF/ID and ICF/ORC costs would increase over time by 2 percent per year. BAS did not adjust the estimate for length of stay. The average length of stay in the ICF/ID and ICF/ORC claims data is similar to the average length of stay assumed for all years of the renewal.</p>  |         |

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| No. | Waiver Section   | Current Language  | Recommended <u>Revised</u> Language  | Comment |
|-----|--|---|--|---------|
|     | J-2: Derivation of Estimates<br>c. Derivation of Estimates for Each Factor<br>iv. Factor G' Derivation | BAS based the Factor G' estimate on actual claims data for individuals served in Pennsylvania's ICF/ID and ICF/ORC in State Fiscal Year (SFY) 2012/2013. BAS assumed other Medicaid costs for people served in ICF/ID and ICF/ORC would increase over time by 2 percent per year. BAS did not adjust the estimate for length of stay. The average length of stay in the ICF/ID and ICF/ORC claims data is similar to the average length of stay assumed for all years of the renewal. | BAS based the Factor G' estimate on actual claims data for individuals served in Pennsylvania's ICF/ID and ICF/ORC in State Fiscal Year (SFY) <del>2012/2013</del> <b>2013/2014</b> . BAS assumed other Medicaid costs for people served in ICF/ID <del>and ICF/ORC</del> would increase over time by 2 percent per year. BAS did not adjust the estimate for length of stay. The average length of stay in the ICF/ID <del>and ICF/ORC</del> claims data is similar to the average length of stay assumed for all years of the renewal. |         |
|     | J-2: Derivation of Estimates<br>d. Estimate of Factor D  |   | <i>See full waiver</i>   |         |

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**Proposed Changes to AAW Quality Measures Effective July 1, 2016**

*\*On March 12, 2014 the Centers for Medicare and Medicaid Services (CMS) modified the Quality Measures and Reporting requirements. This document references the modified assurances and subassurances.*

|  | Current Performance Measure  | Revised/Added Performance Measure   |
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| <b>Appendix A – Administrative Authority</b>   |  |   |
| <p>Assurance -- The Medicaid Agency retains ultimate administrative authority and responsibility for the operation of the waiver program by exercising oversight of the performance of waiver functions by other state and local/regional non-state agencies (if appropriate) and contracted entities.</p> | <p>Number of applicants who receive a functional eligibility determination within 30 days of BAS receipt of an application divided by total number of applications received by BAS.</p>  | <p><b>Performance Measure AA1: Number of applicants who receive a and percent of functional eligibility (FE) determinations conducted by contracted entities consistent with waiver requirements. within 30 days of BAS receipt of an application divided by total number of applications received by BAS. Numerator = Number of FE determinations conducted by contracted entities consistent with waiver requirements. Denominator = Number of FE determinations conducted by contracted entities.</b></p>  |
| <p>Note: There are no subassurances for Administrative Authority.</p>  | <p>Number of initial functional eligibility determinations where BAS agrees with the decision after a review of documentation is completed divided by the number of initial functional eligibility determinations reviewed by BAS.</p> | <p><del>Number of initial functional eligibility determinations where BAS agrees with the decision after a review of documentation is complete divided by the number of initial functional eligibility determinations reviewed by BAS.</del></p> <p><b>Performance Measure AA2: Number and percent of waiver amendments, renewals and notices in the PA Bulletin reviewed and approved by the State Medicaid Director. Numerator = Number of waiver amendments, renewals and notices in the PA Bulletin reviewed and approved by the State Medicaid Director. Denominator = Number of waiver amendments, renewals and notices in the PA Bulletin.</b></p> |
|  |  | <p><b>Performance Measure AA3: Number and percent of providers with signed Medical Assistance Provider Agreements and AAW Supplemental Agreements. Numerator = Number of providers with signed Medical Assistance Provider Agreements and AAW Supplemental Agreements. Denominator = Number of providers.</b></p>   |
|  |  | <p><b>Performance Measure AA4: Number and percent of participants distributed by region utilizing the geographic distribution criteria identified in Appendix B-3 of the waiver. Numerator = Number of</b></p>  |

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|   |   | participants distributed by region utilizing the geographic distribution criteria identified in Appendix B-3 of the waiver.<br>Denominator = Number of participants.  |
| <b>Appendix B – Level of Care</b>   |   |   |
| I. Subassurance - An evaluation for LOC is provided to all applicants for whom there is reasonable indication that services may be needed in the future.  | Number of applicants who receive a level of care determination within 60 days of BAS receipt of application divided by total number of applicants.  | <del>Performance Measure LOC1: Number of applicants who receive a level of care (LOC) determination within 60 days of BAS receipt of application divided by total number of applicants.</del> <b>Performance Measure LOC1: Number of new enrollees who have a level of care (LOC) completed prior to entry into the waiver. Numerator = Number of new enrollees who have an LOC completed prior to entry into the waiver. Denominator = Number of new enrollees.</b>  |
| II. Subassurance - The processes and instruments described in the approved waiver are applied appropriately and according to the approved description to determine initial participant level of care.         | Number of enrolled participants who receive a level of care re-evaluation within 12 months of previous evaluation divided by number of participants who have been enrolled for at least 12 months.  | <del>Number of enrolled participants who receive a level of care re-evaluation within 12 months of previous evaluation divided by number of participants who have been enrolled for at least 12 months.</del><br><b>Performance Measure LOC2: Number and percent of initial LOC determinations where the instrument and process described in Appendix B-6 of the waiver are used. Numerator = Number of initial LOC determinations where the instrument and the process described in Appendix B-6 of the waiver are used. Denominator = Number of initial LOC determinations.</b> |
|   | Number of initial level of care determinations where the instrument described in Appendix B-6 is used and BAS agrees with the decision divided by the number of initial level of care determinations reviewed by BAS.   | <i>Removed</i>  |
|   | Number of level of care re-determinations where the instrument described in Appendix B-6 is used and BAS agrees with the decision divided by total number of level of care re-determinations.   | <i>Removed</i>  |
| <b>Appendix C – Qualified Providers</b>   |   |   |
| i. Subassurance - The State verifies that providers initially and continually meet required licensure and/or certification standards and adhere to other standards prior to their furnishing waiver services. | Number of providers with a current license divided by total number of providers enrolled for services that require a license (i.e., day habilitation, residential habilitation, occupational therapy, speech/language therapy, family counseling, and nutritional consultation) | <del>Number of providers with a current license divided by total number of providers enrolled for services that require a license (i.e., day habilitation, residential habilitation, occupational therapy, speech/language therapy, family counseling, and nutritional consultation)</del><br><b>Performance Measure QP1: Number and percent of providers who meet licensing requirements. Numerator = Number of providers who meet licensing requirements. Denominator = Number of</b>   |

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|  |  | <b>providers requiring a license.</b>   |
|  | Number of providers with a Medical Assistance Provider Agreement and an Adult Autism Waiver Supplemental Agreement divided by number of providers enrolled in the Adult Autism Waiver                    | <i>Removed</i>  |
| ii. Subassurance - The State monitors non-licensed/non-certified providers to assure adherence to waiver requirements.   | Number of direct support staff who meet age, education, and experience requirements in Appendix C-3 divided by number of direct support staff serving Adult Autism Waiver participants in a given month. | <b>Performance Measure QP2:</b> Number <b>and percent</b> of direct support staff <b>professionals (DSPs)</b> who meet age, education, <del>and</del> experience <b>and criminal background check</b> requirements <b>per</b> Appendix C-3 <del>divided by number of direct support staff serving Adult Autism Waiver participants in a given month.</del> <b>prior to service delivery. Numerator = Number of DSPs who meet age, education, experience and criminal background check requirements as described in Appendix C prior to service delivery. Denominator = Number of DSPs reviewed.</b> |
|  | Number of direct support staff for whom criminal background checks have been completed divided by number of direct support staff serving Adult Autism Waiver participants in a given month.              | <i>Removed</i>  |
| iii. Subassurance - The State implements its policies and procedures for verifying that training is provided in accordance with State requirements and the approved waiver.                          | Number of direct support staff for whom required training has been completed divided by number of direct support staff serving Adult Autism Waiver participants in a given month.                        | <b>Performance Measure QP3:</b> Number <b>and percent</b> of <del>direct support DSPs</del> <del>staff for whom</del> <b>who completed</b> required training. <del>has been completed divided by number of direct support staff serving Adult Autism Waiver participants in a given month.</del> <b>Numerator = Number of DSPs who complete required training. Denominator = Number of DSPs reviewed.</b>   |
| <b>Appendix D – Service Plans</b>  |  |   |
| i. Subassurance- Service plans address all members’ assessed needs (including health and safety risk factors) and personal goals, either by the provision of waiver services or through other means. | Number of Individual Support Plans (ISP) that address the participant’s needs and goals identified in the assessments divided by total number of ISPs.   | <del>Number of Individual Support Plans (ISP) that address the participant’s needs and goals identified in the assessments divided by total number of ISPs.</del><br><b>Performance Measure SP1: Number and percent of participants who have all documented needs and personal goals addressed in the ISP through waiver funded services or other non-waiver supports. Numerator = Number of participants who have all needs and personal goals addressed in the ISP through waiver funded services or other non-waiver supports. Denominator = Number of participants reviewed.</b>                |

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| ii. Sub -assurance- Service plans are updated/ revised at least annually or when warranted by changes in the waiver participant's needs.                                  | Number of ISPs in which the ISP is approved without revisions, which indicates the service planning process in Appendix D was followed, divided by total number of ISPs.   | <del>Number of ISPs in which the ISP is approved without revisions, which indicates the service planning process in Appendix D was followed, divided by total number of ISPs.</del><br><b>Performance Measure SP2: Number and percent of participants whose service plans are updated/ revised at least annually and in response to a change in need. Numerator = Number of participants whose service plans are updated/ revised at least annually and in response to a change in need. Denominator = Number of participants reviewed.</b>   |
|   | Number of initial ISPs completed within 45 days of the selection of an SC agency divided by total number of initial ISPs completed during a quarter.   | <i>Removed</i>  |
| iii. Subassurance - Services are delivered in accordance with the service plan, including the type, scope, amount, duration, and frequency specified in the service plan. | Number of ISPs for which revisions were completed within 12 months of most recent previous ISP divided by total number of ISPs for which a revision was due in a quarter.  | <del>Number of ISPs for which revisions were completed within 12 months of most recent previous ISP divided by total number of ISPs for which a revision was due in a quarter.</del><br><b>Performance Measure SP3: Number and percent of participants whose services were delivered in the type, scope, amount, duration and frequency specified in the service plan. Numerator = Number of participants whose services were delivered in the type, scope, amount, duration and frequency specified in the service plan. Denominator = Number of participants reviewed.</b>  |
|   | Number of participant interview respondents who reported unmet needs divided by number of participants interviewed by BAS staff (a number above zero indicates the assurance is not met for some individuals).   | <i>Removed</i>  |
| iv. Subassurance - Participants are afforded choice between/among waiver services and providers.  | Number of participants with at least one unit of service that was authorized and not used, where unused services is not explained by participant illness; hospitalization; participant refusing services; or participant vacation with family or friends divided by number of participants interviewed by BAS (a number above zero indicates the assurance is not met for some individuals). | <del>Number of participants with at least one unit of service that was authorized and not used, where unused services is not explained by participant illness; hospitalization; participant refusing services; or participant vacation with family or friends divided by number of participants interviewed by BAS (a number above zero indicates the assurance is not met for some individuals).</del><br><b>Performance Measure SP4: Number and percent of participants for whom choices among waiver services and providers is documented. Numerator = Number of participants for whom choices among waiver services and providers is documented. Denominator = Number of participants reviewed.</b> |
|   | Number of people for whom choices between a) waiver and institutional care and b) among waiver services and providers are documented divided by total number of  | <i>Removed</i>  |

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|   | people with ISP.   |  |
|   | Number of participants who indicated they were able to choose between a) waiver and institutional care and b) among waiver services and providers are documented divided by number of participants interviewed by BAS staff. | <i>Removed</i>   |
| <b>Appendix G – Participant Safeguards</b>  |  |  |
| i. Subassurance -- The State demonstrates on an ongoing basis that it identifies, addresses and seeks to prevent instances of abuse, neglect, exploitation and unexplained death. | Number of reported critical incidents where BAS approved the provider’s initial submission of the final report divided by total number of reported critical incidents.   | <del>Number of reported critical incidents where BAS approved the providers initial submission of the final report divided by total number of reported critical incidents.</del><br><b>Performance Measure PS1: Number and percent of confirmed incidents of abuse, neglect, exploitation and unexplained death for which corrective action was taken. Numerator = Number of confirmed incidents of abuse, neglect, exploitation and unexplained death for which corrective action was taken. Denominator = Number of confirmed incidents of abuse, neglect, exploitation and unexplained death.</b> |
|   | Number of reported critical incidents where a certified investigator found abuse and/or neglect divided by number of reported critical incidents where an investigation was required and finalized                           | <del>Number of reported critical incidents where a certified investigator found abuse and/or neglect divided by number of reported critical incidents where an investigation was required and finalized</del><br><b>Performance Measure PS2: Number and percent of participants who received information about how to identify and report abuse, neglect and exploitation. Numerator = Number of participants who received information about how to identify and report abuse, neglect and exploitation. Denominator = Number of participants reviewed.</b>  |
|   | Number of participants interviewed by BAS who reported that someone hit or hurt them physically divided by number of participants BAS interviewed.   | <i>Removed</i>   |
|   | Number of participants interviewed by BAS who reported they do not feel safe where they live divided by number of participants BAS interviewed.  | <i>Removed</i>   |
|   | Number of participants interviewed by BAS who reported staff yell or scream at them divided by number of participants BAS interviewed.   | <i>Removed</i>   |
|   | Number of critical incident reports indicating the use of restraint, including improper or unauthorized use of restraint, divided by total number of waiver participants.  | <i>Removed</i>   |
|   | Number of critical incident reports indicating psychiatric hospitalizations divided by total number of waiver participants.  | <i>Removed</i>   |
|   | Number of critical incidents involving police intervention because a participant is  | <i>Removed</i>   |

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|  | charged with a crime or is the subject of a police investigation that may lead to criminal charges; a participant causes an event, such as pulling a fire alarm, that requires involvement of police; or a crisis intervention involving police/law enforcement personnel divided by total number of waiver participants. |  |
| ii. Subassurance -- The State demonstrates that an incident management system is in place that effectively resolves those incidents and prevents further similar incidents to the extent possible. |   | <b>Performance Measure PS3: Number and percent of incidents requiring investigation where the investigation is completed according to BAS procedures as specified in the approved waiver. Numerator = Number of incidents requiring investigation where the investigation is completed according to BAS procedures as specified in the approved waiver. Denominator = Number of incidents requiring investigation.</b>               |
| iii. Subassurance -- The State policies and procedures for the use or prohibition of restrictive interventions (including restraints and seclusion) are followed.                                  |   | <b>Performance Measure PS4: Number and percent of incidents related to restrictive interventions where BAS policies and procedures were followed. Numerator = Number of incidents related to restrictive interventions where BAS policies and procedures were followed. Denominator = Number of incidents related to restrictive interventions.</b>  |
| iv. Subassurance -- The State establishes overall health care standards and monitors those standards based on the responsibility of the service provider as stated in the approved waiver.         |   | <b>Performance Measure PS5: Number and percent of participants who reported they are able to receive medical attention as needed. Numerator = Number of participants who reported that they are able to receive medical attention as needed. Denominator = Number of participants interviewed.</b>   |
| <b>Appendix I – Financial Accountability</b>   |   |  |
| i. Subassurance - The State provides evidence that claims are coded and paid for in accordance with the reimbursement methodology specified in the approved waiver and only for services rendered. | Number of claims for which provider documentation indicates services were provided as billed divided by total number of claims paid for a sample of participants.   | <del>Number of claims for which provider documentation indicates services were provided as billed divided by total number of claims paid for a sample of participants.</del><br><b>Performance Measure FA1: Number and percent of claims supported by documentation that services were delivered. Numerator = Number of claims supported by documentation that services were delivered. Denominator = Number of claims reviewed.</b> |
|  |   | <b>Performance Measure FA2: Number and percent of claims paid for participants who were eligible on the date the service was provided and where services were consistent with those in service plans. Numerator = Number of claims paid for participants who</b>   |

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|  |  | <p>were eligible on the date the service was provided and where services were consistent with those in service plans. Denominator = Number of claims paid.</p>  |
| <p>ii. Subassurance - The State provides evidence that rates remain consistent with the approved rate methodology throughout the five year waiver cycle.</p> |  | <p><b>Performance Measure FA3: Number and percent of claims paid using rates developed according to the rate methodology in Appendix I-2-a. Numerator = Number of claims paid using rates developed according to the rate methodology in Appendix I-2-a. Denominator = Number of claims paid.</b></p> |