

## **APPENDIX A**

### ASSESSMENT INSTRUMENTS

<b>Instrument</b>	<b>Use</b>	<b>Frequency</b>
Periodic Risk Evaluation (PRE)	ISP development	Intake Annually As Needed
Functional Behavioral Assessment	BSP development and Crisis Intervention Plan (CIP) development	Intake As Needed
Health Risk Screening Tool (HRST)*	ISP development	Annually As needed

\*For Participants receiving Residential Habilitation services only.

## **APPENDIX B**

### **INCIDENT MANAGEMENT**

The Contractor shall comply and require its Providers to comply with the attached bulletin, any subsequent bulletins, and any regulations regarding incident management issued by the Department. References in the bulletin to action to be taken by OMR or OMR regional staff should be read to be “action by BSASP” or “by BSASP regional staff.” References in the bulletin to the counties do not apply. References to appendices in the bulletin apply to appendices to the bulletin, not to this Agreement.

Office of Developmental Disabilities, Bulletin# 6000-04-01, Incident Management can be accessed at:

[http://www.dhs.pa.gov/provider/BulletinSearch/bulletinselected/index.htm  
?bn=6000-04-01&o=N&po=ODP&id=02/18/2004](http://www.dhs.pa.gov/provider/BulletinSearch/bulletinselected/index.htm?bn=6000-04-01&o=N&po=ODP&id=02/18/2004)

## APPENDIX C

### CRISIS INTERVENTION PLAN

A crisis episode is an event that presents significant danger to the Participant or others or danger to valuable property because of the Participant's challenging behavior. The Crisis Intervention Plan is to be developed and implemented to respond to a crisis episode and is intended to protect the Participant or others and valuable property. A Crisis Intervention Plan is not intended to decrease instances of future challenging behavior. The Crisis Intervention Plan may include the use of brief Physical Restraint only to prevent injury when the Participant is at imminent risk of hurting himself or herself or others. Brief Physical Restraint under these circumstances is not treatment, but is to be used only to assure safety in an urgent situation.

A Crisis Intervention Plan is only required when a Participant receives Behavioral Support Services. The Crisis Intervention Plan must identify how crisis intervention services will be available to the Participant, how the Contractor's staff and Providers will be kept informed of precursors to the Participant's challenging behavior, and the procedures and interventions that are most effective to deescalate the challenging behaviors.

The Crisis Intervention Plan must address the needs of the Participant both within and outside the Service Area. The Crisis Intervention Plan must include instructions that if a crisis episode occurs when the Participant is outside of the Service Area, the Contractor should be called for a phone consultation with the Participant and the Participant's representative, people accompanying the Participant and family members, if available, to discuss what can be done to deescalate or end the crisis episode; that if none of the Contractor's suggestions about how to deescalate or end the crisis episode work, the people accompanying the Participant should take the Participant to an emergency room and advise the emergency room personnel that they may contact the Contractor for additional information that may help resolve the crisis episode; and that the Participant, the Participant's representative, people accompanying the Participant, or family, should request that the discharge summary from the emergency room be sent to the Contractor.

The development, delivery, and follow-up of a Crisis Intervention Plan must include the following:

## A. DEVELOPMENT

Determine and outline what precursor behaviors will alert the staff or others to a potential crisis and prompt those around the Participant to use de-escalation techniques to avoid a crisis episode.

1. Determine and outline what procedures will deescalate the challenging behavior.
2. Determine and outline what will be done to ensure safety of all involved.

Determine and outline what types of Physical Restraints may be used and the circumstances under which they may be used, including:

- a. How long the Physical Restraint may be applied.
  - b. What physical problems require special attention during the use of Physical Restraint.
3. Determine and outline what procedures will require changes to the physical area (room clear, add pads, etc.)
  4. Determine and outline how many people and who will be needed to implement the Crisis Intervention Plan.
  5. Determine and outline how Contractor's staff, Providers, and others who are present during the crisis episode will know that the crisis episode is over.
  6. Determine and outline what behaviors will alert Contractor's staff, Providers, and others who are present during the crisis episode that the Participant is safe and the crisis episode is over.
  7. Determine training needed to implement the Crisis Intervention Plan, including:
    - a. Who will receive training?

- b. Who will deliver the training and when?

B. DELIVERY

Determine the “stage” of the crisis episode (escalation, peak, or recovery) and implement the plan

C. FOLLOW-UP

1. Identify how the Participant resumes routine task/activities of the day and what supports are needed.
2. Identify the need for follow-up treatment and who will ensure the follow-up occurs.
3. Identify how the procedures used will be documented.
4. Identify how the response to the crisis episode will be evaluated.
5. Identify when the Team will get together to revisit the CIP and BSP in an effort to avoid a crisis episode in the future.

## APPENDIX D

### SERVICE DEFINITIONS

#### **Assistive Technology**

Assistive Technology is an item, piece of equipment, or product system, whether acquired commercially, modified, or customized, specific to the individualized needs of a Participant that is used to increase, maintain, or improve a Participant's communication, self-help, self-direction and adaptive capabilities. Assistive Technology service includes activities that directly support a Participant in the selection, acquisition, or use of the assistive technology device, limited to:

1. Purchasing, leasing, or otherwise providing for the acquisition of Assistive Technology devices for Participants;
2. Selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing Assistive Technology devices;
3. Coordination and use of necessary therapies, interventions, or services the Participant is receiving with Assistive Technology devices such as therapies, interventions or services associated with other services in the Individual Support Plan (ISP);
4. Training or technical assistance for the Participant, or, where appropriate, the Participant's family members, guardian, advocate, representative or other informal support on how to use and/or take care of the Assistive Technology;
5. Training or technical assistance for professionals or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of Participants;
6. Extended warranties; and
7. Ancillary supplies and equipment necessary to the proper function of Assistive Technology devices, such as replacement batteries.

All items shall meet the applicable standards of manufacture, design and installation. If the Participant receives Specialized Skill Development,

Assistive Technology must be consistent with the Participant's Behavior Support Plan (BSP), Crisis Intervention Plan (CIP), and/or Skill Building Plan (SBP).

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 services to the Participant in the customary environment of the Participant.

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 related party to the Assistive Technology provider.

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.

Maximum amount for this service is \$10,000 over a Participant's lifetime.

### **Career Planning**

Career Planning is a service that provides support 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. This service is provided by a Job Developer or by an individual who meets the qualifications of a Job Developer under the direction of the Employment Services Director.

If the Participant receives Specialized Skill Development services, the Career Planning service must be consistent with the Participant's BSP, CIP, and/or SBP. Career Planning may be provided concurrent with Supported Employment, Day Habilitation or Transitional Work Services if the Participant wants to obtain a better job or different job while continuing paid work.

Career Planning does not include supports that allow a Participant to continue paid work once it is obtained.

Career Planning consists of two (2) components: Vocational Assessment and Job Finding.

#### A. Vocational Assessment

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. Vocational Assessment may be utilized whenever the Participant's circumstances or career goals change.

Vocational Assessment includes:

1. The discovery process, which includes but is not limited to identifying the 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.
2. Community-based job try-outs or situational-vocational assessments.
3. 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.

4. 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.
5. Facilitation of access to benefits counseling by certified individuals.
6. 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 ISP.

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. Job Finding

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 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.

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.

Job Finding includes (as needed by the Participant):

1. Prospective employer relationship-building/networking;
2. Identifying potential employment opportunities consistent with the Participant's Vocational Profile;
3. Collaboration and coordination with the Participant's natural supports in identifying potential contacts and employment opportunities;
4. Job search;
5. 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;
6. Identifying and developing customized employment positions including job carving;
7. Informational interviews with employers;
8. Referrals for interviews;
9. Support of the Participant to negotiate reasonable accommodations and supports necessary for the Participant to perform the functions of a job.

### **Community Transition Services**

Community Transition Services are non-recurring, set-up expenses for Participants who are transitioning from an institution to a private residence where the Participant will be directly responsible for his or her living expenses. Institutions include, but are not limited to ICF>ID, ICF/ORC, nursing facilities, prison, and psychiatric hospitals, including state hospitals, where the Participant has resided for at least ninety (90) consecutive days. Allowable expenses are those necessary to enable a Participant to establish his or her basic living arrangement that do not constitute room and board. Community Transition Services are limited to the following:

1. Essential furnishings and initial supplies (Examples: household products, dishes, chairs, and tables);
2. Moving expenses;
3. Security deposits or other such one-time payments that are required to obtain or retain a lease on an apartment or home;
4. Set-up fees or deposits for utility or service access (Examples: telephone, electricity, heating); and
5. Personal and environmental health and welfare assurances (Examples: pest eradication, allergen control, one-time cleaning prior to occupancy).

Community Transition Services are furnished only to the extent that they are reasonable and necessary as determined through the ISP development process; clearly identified in the ISP, and the Participant 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, household appliances, or items that are intended for purely diversional or recreational purposes.

### **Day Habilitation**

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. It helps Participants develop and sustain a range of valued social roles and relationships, build natural supports, increase independence, and experience meaningful community participation and inclusion. Day Habilitation includes:

1. 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);
2. On-site modeling of behavior, behavior support, intensive behavior episode intervention, training, cueing, and/or supervision;

3. Personal assistance in completing activities of daily living and instrumental activities of daily living;
4. Assistance with planning and coordinating the supports needed for a Participant's daily/weekly schedule of community activities;
5. Assistance with medication administration and the performance of health-related tasks to the extent state law permits;
6. Implementation of the BSP, the CIP, and/or the SBP, if the Participant receives Specialized Skill Development services; and
7. Collecting and recording the data necessary to support review of the ISP, the BSP, and the SBP.

Although Day Habilitation includes personal assistance, the goal of this service is to reduce the need for direct personal assistance by improving the Participant's capacity to perform activities of daily living and instrumental activities of daily living independently.

Day Habilitation includes transportation to and from the facility where Day Habilitation services are provided and transportation necessary for the Participant to participate in day habilitation activities.

The Day Habilitation Provider must provide at least one complete meal if the Participant is at the facility for four (4) or more hours. If a Participant is at the facility for more than six (6) hours, a nutritional snack shall also be provided.

Day Habilitation is normally furnished for up to six (6) hours a day, five (5) 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 Improvement Act. Day Habilitation may not be provided to a Participant during the same hours that Supported Employment (when provided directly to the Participant), Transitional Work Services, Respite, or Systematic Skill Building/Community Support is provided.

Providers of Day Habilitation services must be licensed under 55 PA Code Chapter 2380. Services must be provided in settings other than the Participant's private residence that meet the requirements for home and community-based settings included in 42 CFR § 441.301. This service

also includes day habilitation activities in general public community settings, which are non-disability specific settings and meet the requirements for home and community-based settings. When provided in community locations, this service does not take place in licensed facilities, or any type of facility owned, leased or operated by a provider of other Office of Developmental Programs (ODP) services.

Beginning July 1, 2019, a Participant may not receive Day Habilitation services in a licensed Adult Training Facility for more than seventy-five (75) percent of his or her support time, on average, per month, unless the services are included in the Participant's ISP, one of the following circumstances apply, and the Behavioral Health Practitioner has authorized the Participant to receive Day Habilitation services in a licensed Adult Training Facility for more than seventy-five (75) percent of his or her support time:

- The Participant receives fewer than twelve (12) hours per week of Day Habilitation by the Provider;
- The Participant has current medical needs that limit the amount of time the Participant can safely spend in the community;
- The Participant has an injury, illness, behaviors or change in mental health status that result in a risk to him or herself or others if Day Habilitation services are provided in the community; or
- The Participant declines the option to spend time in the community having been provided with opportunities to do so consistent with his or her preferences, choices, and interests.

As of March 17, 2019, Day Habilitation services may not be provided in facilities licensed under 55 PA Code Chapter 2380 that have not previously served ACAP Participants that serve more than twenty-five (25) individuals in the facility at any one time regardless of the source of the funding for the individuals served.

Beginning January 1, 2022, Day Habilitation services may not be provided in any facility licensed under 55 PA Code Chapter 2380 that serves more than one hundred and fifty (150) individuals in the facility at any one time regardless of the source of the funding for the individuals served.

## **Family Support**

Family Support provides counseling and training for the Participant's family and informal network to help develop and maintain healthy, stable relationships among all members of the Participant's informal network, including family members and the Participant, in order to support the Participant 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. Emphasis is placed on the acquisition of coping skills, stress reduction, improved communication, and environmental adaptation by building upon family and informal care network strengths. Family Support does not include paying for someone to attend an event or conference.

If the Participant receives Specialized Skill Development services, this service must be provided in a manner consistent with the Participant's BSP, the CIP and/or the SBP. This service includes collecting and recording the data necessary to support review of the ISP, the BSP, and the SBP.

## **Home Modifications**

Home Modifications are physical modifications to the Participant's primary private residence (including homes owned or leased by parents/relatives with whom the Participant resides and Shared Living Homes that are privately owned, rented, or leased by the host family), which are necessary to ensure the health, security of, and accessibility for the Participant and/or to enable the Participant to function with greater independence in the home. These modifications must be outlined in the Participant's ISP. If the Participant receives Specialized Skill Development, modifications must be consistent with the Participant's BSP, SBP and/or CIP.

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 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. 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.

Modifications are limited to:

1. Alarms and motion detectors on doors, windows, and/or fences;
2. Brackets for appliances;
3. Locks;
4. Modifications needed to accommodate a Participant's special sensitivity to sound, light or other environmental conditions;
5. Outdoor gates and fences;
6. Replacement of glass window panes with a shatterproof or break resistant material;
7. Raised or lowered electrical switches and sockets; and
8. Home adaptations for Participants with physical limitations, such as ramps, grab-bars, widening of doorways, or modification of bathroom facilities.

This service is limited to no more than \$20,000 per Participant over a five (5) year consecutive period in the same home. 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 five (5) year period expires.

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 Modifications may not be used for the construction of a new home. Durable Medical Equipment is not considered a Home Modification.

Home Modifications may not be provided in homes owned, rented or leased by a Provider. 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 related party to the Home Modifications provider.

### **Homemaker/Chore Services**

Homemaker Services are services that enable the Participant or the family with whom the Participant resides to maintain their private residence. Services include cleaning and laundry, meal preparation, and other general household care.

Chore Services are services needed to establish and maintain the home where the Participant resides in a clean, sanitary, and safe condition. This service consists of heavy household activities such as washing floors, windows, and walls; tacking down loose rugs and tiles; moving heavy items of furniture in order to provide safe access and egress; ice, snow, or leaf removal; yard maintenance; and education in home organization.

Maintenance in the form of upkeep and improvements to the Participant's residence is not included.

### **Non-Medical Transportation**

Non-Medical Transportation enables a Participant to gain access to Authorized Services and, if other transportation resources, including natural supports, are not available, to other services, community activities, and resources specified in the Participant's ISP. Natural supports may include friends, family, community members, or coworkers. Non-Medical Transportation can also be utilized if it is determined that the Participant is unable to utilize alternate transportation sources due to unavoidable health and safety risks to the Participant.

### **Nutritional Consultation**

Nutritional Consultation provides assistance to Participants with an identified food allergy, food sensitivity, or a serious nutritional deficiency which can include inadequate food intake or overeating. Nutritional Consultation assists the Participant and/or the Participant's family, 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 in the following circumstances:

- driving distance between the provider and the Participant is greater than thirty (30) miles;
- telephone consultation is being provided according to a plan for nutritional consultation services based on an in-person assessment of the Participant's nutritional needs; and
- telephone consultation is indicated in the Participant's ISP.

If the Participant receives Specialized Skill Development services, this service must be provided in a manner consistent with the Participant's BSP, the CIP and/or the SBP. This service includes collecting and recording the data necessary to support review of the ISP, the BSP, and the SBP.

This service does not include the purchase of food.

### **Personal Assistance Services**

Personal Assistance Services includes the following:

1. Assistance with eating, bathing, dressing, personal hygiene, and other activities of daily living (ADLs);
2. Assistance with the preparation of meals;
3. Housekeeping chores including bed making, dusting, and vacuuming, and other activities of daily living that are incidental to the care furnished or which are essential to the health and welfare of the Participant rather than the Participant's family;

4. Health maintenance activities including bowel and bladder routines, ostomy care, catheter care, wound care, and range of motion exercises;
5. Routine wellness services to enable adequate nutrition, exercise, keeping of medical appointments, and all other health regimens related to healthy living activities.

If the Participant receives Specialized Skill Development services, this service must be provided in a manner consistent with the Participant's BSP, CIP and/or SBP. This service includes collecting and recording the data necessary to support review of the ISP, the BSP, and the SBP.

### **Residential Habilitation Services**

Residential Habilitation Services assist a Participant with acquiring, retaining, and improving the communication, socialization, self-direction, self-help, and adaptive skills necessary to reside in the community when services provided in a more integrated setting cannot meet the Participant's health and safety needs. 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.

Residential Habilitation Services includes the following supports, as appropriate to address the Participant's goals, as documented in the Participant's ISP:

1. Assistance and guidance (prompting, instruction, modeling, reinforcement) that enables the Participant to carry out activities of daily living such as personal grooming and hygiene, dressing, making meals and maintaining a clean environment.
2. Assistance and guidance to facilitate positive interactions and relationships among residents of one home; facilitate shared meals and shared activities, as appropriate.

3. Assistance and guidance that enables the Participant to learn and develop practices that promote good health and wellness such as nutritious meal planning, regular exercise, carrying through prescribed therapies and exercises, awareness and avoidance of risk including environmental risks, exploitation or abuse; assistance with learning how to respond to emergencies in the home and community, such as fire or injury; and assistance with learning how and when to seek help.
4. Assistance and guidance that enables the Participant to manage or participate in his or her medical care, including scheduling and attending medical appointments, filling prescriptions and self-administration of medications, and keeping health logs and records.
5. Assistance and guidance with access to and use of physical health maintenance services including those provided by a licensed nurse when required to assure health and wellness or as required in a Participant's ISP.
6. Assistance and guidance that enables the Participant to manage his or her emotional wellness including self-management of emotional stressors and states such as disappointment, frustration, anxiety, anger, depression and assistance and guidance with accessing mental health services.
7. Assistance and guidance to enable the Participant to fully participate, and when preferred, to direct the person-centered planning process including identifying who should attend the ISP meeting and what the Participant's desired goals are.
8. Assistance and guidance in decision making including guidance in identifying options/choices and evaluating options/choices against a set of personal preferences and desired goals. This includes assistance with identifying supports available within the community.
9. Assistance and guidance that enables the Participant to achieve financial stability through managing personal resources, general banking and balancing accounts, record keeping, and managing savings accounts and programs such as ABLE accounts.
10. Assistance and guidance that enables the Participant to communicate with Providers, caregivers, family members, friends and

others face-to-face and through the use of the telephone, correspondence, the internet, and social media. The service may require knowledge and use of sign language or interpretation for Participants whose primary language is not English.

11. Assistance and guidance that enables Participant to be mobile by assisting the Participant with using a range of transportation options including buses, trains, cab services, driving, and joining car pools, etc.
12. Assistance and guidance that enables Participants residing in the same home to develop and manage relationships as appropriate, share responsibilities for shared routines such as preparing meals, eating together, carrying out routine home maintenance such as light cleaning, planning and scheduling shared recreational activities and other typical household routines, resolving differences and negotiation solutions.
13. Assistance and guidance that enables a Participant to develop and maintain relationships with members of the broader community (examples include but are not limited to: neighbors, coworkers, friends and family) and to manage problematic relationships.
14. Assistance and guidance that enables a Participant to exercise his or her rights as a citizen and fulfill his or her civic responsibilities such as voting and serving on juries; attending public community meetings; to participate in community projects and events with volunteer associations and groups; to serve on public and private boards, advisory groups, and commissions, as well as develop confidence and skills to enhance a Participant's contributions to the community.
15. Assistance and guidance that encourages the development of a Participant's personal interests, such as hobbies, appreciation of music, and other experiences the Participant enjoys or may wish to discover.
16. Assistance and guidance that enables a Participant to participate in preferred activities of community life such as shopping, going to restaurants, museums, movies, concerts, and faith-based services.

17. Transportation to a Participant's medical and other appointments and community-based activities
18. Implementation of the BSP, the CIP, and/or the SBP, if the Participant receives Specialized Skill Development Services.
19. Collecting and recording data necessary to support review of the ISP, the BSP and the SBP.

The Contractor must ensure that Participants who receive Residential Habilitation Services have the right to the following, unless not supported by a Participant's ISP or prohibited by a court order:

1. A legally enforceable agreement, such as a lease or residency agreement, for the physical space or ownership of the physical space where the Participant will be residing, that offers the same responsibilities and protections from eviction that tenants have under the Commonwealth's Landlord and Tenant Act of 1951 (68 P.S. §§ 250.101-250.602).
2. To receive scheduled and unscheduled visitors and to communicate and meet privately with individuals of their choice at any time.
3. To send and receive mail and other forms of communication, unopened and unread by others.
4. To have unrestricted and private access to telecommunications.
5. To manage his or her own finances and have access to his or her money.
6. To choose with whom to share a bedroom.
7. To furnish and decorate his or her bedroom and the common areas of the home.
8. To lock his or her bedroom door.
9. To decide what and when to eat and have access to food at any time.
10. To make informed health care decisions.

Providers of Residential Habilitation Services must be licensed under 55 PA Code Chapter 6400 (Community Homes) or 55 PA Code Chapter 6500 (Shared Living Homes) and services cannot be provided in a facility owned by the Participant or a family member of the Participant.

Facility capacity is limited to two (2) individuals per Shared Living Home. Facility capacity is limited to four (4) or fewer Participants for Community Homes.

Residential Habilitation Services must be delivered in Pennsylvania.

Community Support may not be provided on the same day the Participant is receiving Residential Habilitation Services when a Participant receives Residential Habilitation Services in a Community Home and the Participant is the only person receiving services in the home. Residential Habilitation Services may only be provided in settings that are integrated and dispersed in the community in noncontiguous locations and not located on campus settings. The setting must also be separate from and not surrounded by any other ODP-funded residential habilitation settings. Locations that share only one (1) common party wall are not considered contiguous. In addition, the setting must be located in the community and surrounded by the general public. The Contractor must request BSASP approval or approval by its designee of new residential habilitation settings or changes to existing residential habilitation settings.

To the extent that Residential Habilitation Services are provided in community settings outside of the residence, those settings must be inclusive in the community rather than segregated.

Residential habilitation settings established after December 31, 2018 shall not be located in any development or building where more than twenty-five (25) percent of the occupants of the apartments, condominiums or townhouses are ACAP Participants or receive Residential Habilitation or Shared Living services that are funded through a Home and Community-Based Services Waiver program.

### **Respite**

Respite services provide 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 delivered in the Participant's home, unlicensed home

controlled by a Provider or a private home of staff of a Respite Provider, a home owned by a Respite Agency Provider, Shared Living Home (Title 55 PA Code Chapter 6500), or Community Home (Title 55 PA Code Chapter 6400). Respite may also be provided in general public community settings such as parks, libraries, museums and stores. Respite services facilitate the Participant's social interaction, use of natural supports, typical community services available to all people, and participation in volunteer activities.

This service includes assistance with activities of daily living and instrumental activities of daily living and activities that 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.

If the Participant receives Behavioral Specialist Services, this service includes implementation of the BSP and, if necessary, the CIP. The service includes collecting and recording the data necessary to support review of the ISP and the BSP.

Respite services may not be provided at the same time that Community Support, Day Habilitation, Supported Employment (when provided directly to the Participant), or Transitional Work Services is provided.

When Respite is provided in a licensed residential setting, the settings must be integrated and dispersed in the community in noncontiguous locations, and may not be located on campus settings. If an exception to where Respite can be provided is needed, BSASP must be notified and approve the request for exception.

### **Specialized Skill Development (SSD)**

Specialized Skill Development (SSD) services are 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. 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 to perform tasks independently. Supports focus on positive behavior strategies that incorporate a proactive understanding of behavior and skill-building, not aversive or punishment strategies. Services are based on individually tailored plans developed by people with expertise in behavioral supports and independent living skills development.

Three (3) levels of support are included:

A. Behavioral Specialist Services (BSS)

BSS are provided by Behavioral Specialists or Behavioral Health Practitioners. BSS are 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. BSS promotes consistent implementation of the BSP and CIP across environments and across people with regular contact with the Participant, such as family, friends, neighbors and Providers, to support skill development and reduction of problematic behavior(s).

BSS include both the development of an initial BSP and ongoing behavioral support as follows:

1. Initial BSP development includes:
  - a. Conducting a Functional Behavior Assessment (FBA) of the Participant's 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;
  - b. Developing 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 –within sixty (60) days of the start date of BSS.

- c. Developing a CIP in accordance with Appendix C – Crisis Intervention Plan.
  - d. Entering the BSP and the CIP into HCSIs.
  - e. Upon completing the BSP, meeting with the Participant, family members, Supports Coordinator, Providers, and employers to explain the BSP and the CIP to ensure all parties understand the plans.
2. Ongoing behavioral support includes support both before and after the completion of the BSP and includes direct support and consultative support. Upon completion of the initial BSP, the Behavioral Specialist provides direct and consultative supports. This service may be furnished in a Participant's home and at other community locations.
- a. Direct support includes:
    - i. Support of and consultation with the Participant to help the Participant understand the purpose, objectives, methods, and documentation of the BSP, evaluate the effectiveness of the BSP and review recommended revisions;
    - ii. Crisis intervention support provided directly to the Participant in response to a behavioral episode that manifests with acute symptoms of sufficient severity such that a prudent layperson 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.
  - b. Consultative support includes:
    - i. Support of family members, friends, Providers, other support providers, and employers to help them understand the BSP's purpose and objectives, how to implement the BSP, how progress toward the goals and

objectives of the BSP is measured and documented, and assistance with understanding any revisions that have been made to the BSP, which have previously been agreed upon with the Participant;

- ii. Monitoring and analyzing data collected during implementation of the BSP based on the goals of the BSP;
- iii. If necessary, modification of the BSP or the CIP, possibly including a new FBA, based on data analysis of the plan's implementation; and
- iv. Crisis intervention support 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, 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.

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 Supports Coordinator, and all providers responsible for implementing the plan of the changes that were made to the BSP or CIP.

## B. Systematic Skill Building (SSB)

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, such as learning how to cook or use public transportation. A Skill Building Specialist develops the Skill Building Plan (SBP) based on the Participant's goals. The SBP is implemented by individuals who provide Community Support, Supported Employment, Day Habilitation, or Residential Habilitation services. To ensure consistent application of the approach determined most effective for that Participant's skill

acquisition and to promote generalization of skills across different environments, other people with regular contact with the Participant—such as family, friends, neighbors and employers--may also implement the SBP.

1. SBP development includes:

- a. Conducting 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.
- b. Within sixty (60) days of the start date of SSB, developing an SBP 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 must include benchmarks for assessing progress. A Participant's SBP may address multiple skills, as appropriate to address different goals or objectives. The SBP must justify necessary levels of SSB services.

Upon completion of the initial SBP, the Skill Building Specialist meets with the Participant, family, Supports Coordinator, and 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.

2. Ongoing support is provided after completion of the initial SBP and includes direct and consultative supports. It is provided in a Participant's home and at other community locations.

a. Direct support includes:

- i. Support of and consultation with the Participant to help the Participant understand the purpose, objectives,

- methods, and documentation of the SBP and review recommended revisions;
- ii. Direct interaction or observation of the Participant to evaluate progress and the need to revise the SBP or its objectives.
- b. Consultative support includes:
- i. Support of family members, friends, Providers, other support providers, and employers to help them understand the SBP's purpose and objectives, how to implement the SBP, how progress toward goals of the SBP is documented, and assistance with understanding any revisions that have been made to the plan, which have previously been agreed upon with the Participant;
  - ii. Monitoring and analyzing data collected during implementation of the SBP based on the goals of the SBP;
  - iii. Modifying and revising the SBP.

### C. Community Support

Community Support assists Participants with acquiring, retaining, and improving communication, socialization, self-direction, self-help, and other adaptive skills necessary to reside in the community.

Community Support services are provided by Community Supports Professionals or other team members and are used to facilitate social interaction; use of natural supports and typical community services available to all people; and participation in education and volunteer activities. 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.

Community Support must be necessary to achieve the expected goals and objectives identified in the Participant's ISP. It may include implementation 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).

Community Support may be provided at three (3) staffing levels: one (1) direct support professional to one (1) Participant, one (1) direct support professional to two (2) Participants and one (1) direct support professional to three (3) Participants. The lower staffing level options should be used to allow flexibility in the level of support at times when two (2) or three (3) 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.

Behavioral Specialist, Systematic Skill Building, and Community Support may be furnished in a Participant's home and at other community locations, such as libraries or stores.

Community Support may not be provided at the same time that Respite, Day Habilitation, Transitional Work Services, or Supported Employment services (when provided directly to the Participant) are provided.

Community Support may also not be provided on the same day the Participant is receiving Residential Habilitation Services when a Participant receives Residential Habilitation Services in a Community Home and the Participant is the only person receiving services in the home.

### **Supported Employment Services**

Supported Employment Services are individualized services. Supported Employment Services assist a Participant who needs ongoing support with maintaining a job in a self-employment or 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.

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.

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 the issue and effectively support the Participant.

Supported Employment may include personal assistance as an incidental component of the service.

If the Participant receives Specialized Skill Development services, the Supported Employment service includes implementation of the BSP the CIP, and/or the SBP. The Supported Employment service includes collecting and recording the data necessary to support review of the ISP, the BSP, and the SBP.

Supported Employment includes two (2) components: Intensive Job Coaching and Extended Employment Supports.

Intensive Job Coaching 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 Participant 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.

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).

Extended Employment Supports 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 one (1) visit per month to the Participant at the workplace 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. Extended Employment Supports may be provided at a staff ratio of 1:1 and 1:2. Supported Employment services, both intensive and extended, are provided by Job Developers or by an individual who meets the qualifications of a Job Developer under the direction of the Employment Services Director.

### **Supports Coordination**

Supports Coordination services are provided by Supports Coordinators. Supports Coordinators must use a person-centered planning approach to help the Team develop a comprehensive ISP to meet the Participant's identified needs in the least restrictive manner possible. This includes ensuring that services provided in the Participant's private home and community as well as all residential and non-residential settings are integrated in and support full access to the community.

Supports Coordination involves the location, coordination, and monitoring of needed services and supports. The Supports Coordinator assists Participants with obtaining and coordinating needed Covered Services and other services, as well as housing, medical, social, vocational, and other community services, regardless of funding source.

The service includes both the development of an ISP and ongoing Supports Coordination.

1. ISP Development includes:

- a. Ensuring that assessments are conducted to inform the development of the ISP and any updates to the ISP.
  - b. Ensuring Participant choice of Covered Services and Providers by providing information to ensure Participants make fully informed decisions.
  - c. Facilitating community transition for Participants 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 ninety (90) consecutive days prior to their transition to ACAP. Supports Coordination activities for people leaving institutions must be coordinated with and must not duplicate institutional discharge planning.
  - d. Assisting the Participant and his or her representative with finding, arranging for, and obtaining services specified in an ISP
  - e. Informing Participants about and facilitating access to unpaid, informal, local, generic, and specialized services and supports that may address the identified needs of the Participant and help the Participant achieve the goals specified in the ISP;
  - f. Providing information to Participants on the right to file a Complaint or Grievance or request a Fair Hearing.
  - g. Assisting Participants in gaining access to needed services;
  - h. Assisting Participants in participating in civic duties.
2. Ongoing Supports Coordination includes:
    - a. Providing ongoing monitoring of the services included in the Participant's ISP. 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 (1) visit must occur in the Participant's home. The Supports Coordinator must use the standardized monitoring form developed by BSASP and enter the results of the

quarterly monitoring into HCSis within 14 business days of the monitoring visit.

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. If the Participant receives Behavioral Specialist Services or Specialized Skill Building Services, ensuring the Participant's BSP, CIP, and SBP are consistent with the ISP, and reconvening the Team if changes are necessary.
- c. Reconvening the 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 Team be reconvened.
- d. Monitoring the Participant's progress on goals/objectives and initiating ISP Team discussions or meetings when services are not achieving desired outcomes.
- e. Ensuring the timely completion of the assessments identified by BSASP and any additional assessments needed based on the unique needs of the Participant, and the completion of the assessment information on the ISP form annually as part of the comprehensive review of the ISP and using information from the assessments to revise the ISP to address the Participant's needs.
- f. Ensuring the Participant has appropriate opportunities to seek competitive, integrated employment and providing education and information to the Participant about competitive, integrated employment and the Office of Vocational Rehabilitation (OVR) services at the annual ISP meeting.
- g. At least annually, assisting the Participant's physician in completing the level of care re-evaluation as necessary.
- h. Informing the Participant about and facilitating access to unpaid, informal, local, generic, and specialized non-ACAP services and supports that may address the identified needs of the Participant and help achieve the goals specified in the ISP.

- i. Providing information to the Participant on the right to file a Complaint or Grievance or request a Fair Hearing and assisting with Complaints, Grievances, or Fair Hearings when needed and upon request.
- j. Assisting the Participant with participating in civic duties.
- k. Coordinating ISP planning with providers of services to ensure there are no gaps in service or inconsistencies between services; coordinating with other entities, resources and programs as necessary to ensure all areas of the Participant's needs are addressed; and contacting family, friends, and other community members as needed to facilitate coordination of the Participant's natural support network.
- l. Assisting with resolving barriers to service delivery.
- m. Keeping the Participant and others who are responsible for planning and implementation of non-ACAP services included in the ISP informed of the Participant's progress and changes that may affect those services.
- n. Responding to and assessing emergency situations and incidents and ensuring that appropriate actions are taken to protect the health and welfare of the Participant.
- o. Arranging for modifications of services and service delivery, as necessary to address the needs of the Participant, and modifying the ISP as needed.
- p. Communicating the authorization status of Covered Services to ISP Team members, as appropriate.

Supports Coordination services includes maintaining electronic case records that document the following for all Participants receiving Supports Coordination services:

- 1. The name of the Participant.
- 2. The dates Supports Coordination services are provided.

3. The name of the Supports Coordinator providing Supports Coordination services.
4. The services the Participant is receiving and the Participant's progress towards the goals specified in the Participant's ISP.
5. Whether the Participant has declined services included in the Participant's ISP.
6. If coordination with other case managers or supports coordinators is needed, the reason coordination is needed, how the Supports Coordinator coordinated with other case managers and supports coordinators, and the results of the coordination.
7. The ISP and BSP and CIP if applicable.

If the Participant receives Specialized Skill Development services, Supports Coordination Services must be provided in a manner consistent with the BSP, the CIP, and/or the SBP.

### **Therapies**

Therapies are direct services provided to assist Participants with the acquisition, retention or improvement of skills necessary for the Participant to live and work in the community, and must be attached to an individualized outcome. Therapies include:

1. 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.
2. Occupational therapy provided by a licensed occupational therapist
3. Physical/mobility therapy provided by a licensed physical therapist
4. Counseling provided by a licensed psychologist, licensed psychiatrist, licensed social worker, licensed professional counselor, or licensed marriage and family therapist.

If the participant receives Specialized Skill Development services, Therapies must be provided in a manner consistent with the BSP the CIP, and/or the SBP.

### **Transitional Work Services**

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 Participants with transitioning to competitive integrated employment. Transitional Work Services may not be provided in a facility subject to Title 55, Chapter 2380 or Chapter 2390 regulations. This service is not time limited. Transitional Work Services do not include Supported Employment Services. Participants must be paid at least minimum wage and the compensation must be similar to compensation earned by workers without disabilities performing the same work.

Transitional Work Services 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 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.

The cost of transportation provided by staff to and from job sites is included in the rate paid to the Provider. If the Participant receives Specialized Skill Development services, this service includes implementation of the BSP, the CIP and/or the SBP.

The service includes collecting and recording the data necessary to support review of the ISP, BSP and the SBP. Transitional Work Services may be provided without referring a Participant to OVR unless the Participant is

under the age of twenty-four (24) and is paid at subminimum wage. When a Participant is under the age of twenty-four (24), Transitional Work Services may only be authorized as a new service in the ISP when documentation has been obtained that OVR has closed the Participant's case or that the Participant has been determined ineligible for OVR services.

### **Vehicle Modifications**

Vehicle Modification services are limited to \$10,000 per Participant during a five (5) year period. The five (5) year period begins with the first utilization of authorized Vehicle Modifications services.

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 as approved in the ISP. The organization or professional providing the evaluation shall not be a related party to the Vehicle Modifications provider.

Vehicle Modifications are modifications or alterations to an automobile or van that is the 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:

- Modifications or improvements to the vehicle that are of general utility and are not of direct medical or remedial benefit to the Participant
- Regularly scheduled upkeep and maintenance of a vehicle, except upkeep and maintenance of the modifications
- Modifications to a vehicle owned or leased by a provider

Vehicle Modifications cannot be used to purchase or lease vehicles for Participants, 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.

Vehicle Modifications are limited to the following modifications:

1. Vehicular lifts
2. Interior alterations to seats, head and leg rests, and belts
3. Customized devices necessary for the Participant to be transported safely in the community, including driver control devices
4. Modifications needed to accommodate a Participant's special sensitivity to sound, light or other environmental conditions
5. Raising the roof or lowering the floor to accommodate wheelchairs

A vehicle that is to be modified, must comply with all applicable state standards. 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. Vehicle Modification services may also be used to adapt a privately-owned vehicle of a Shared Living host when the vehicle is not owned by the Shared Living Provider.

Individuals providing this service must meet all applicable state and local licensure requirements. All modifications must meet applicable standards of manufacture, design, and installation. Services must be provided in accordance with applicable state and local codes. Providers of Vehicle Modifications services must carry commercial general liability insurance, professional liability errors and omissions insurance, and worker's compensation insurance when required by state law.

If the Participant receives Specialized Skill Development services, Vehicle Modifications must be consistent with the BSP the CIP, and/or the SBP.

**Visiting Nurse Services**

Visiting Nurse Services are provided to a Participant when a Participant requires a nurse to perform involved medical routines. Visiting Nurse Services must be prescribed by a licensed physician.

If the Participant receives Specialized Skill Development services, Visiting Nurse Services must be provided in a manner consistent with the BSP the CIP, and/or the SBP.

## **APPENDIX E**

### DEPARTMENT TRAINING REQUIREMENTS

<b>Course</b>	<b>Who</b>	<b>When</b>
Individualized participant resources and training	Individuals who provide periodic/intermittent medical/physical health services to a Participant	Before contact with a Participant
SPeCTRUM 2.0 - Modules 1 and 2	Anyone providing direct and ongoing habilitative, therapeutic, personal assistance, or behavioral support to a Participant	Before contact with a Participant
SPeCTRUM 2.0 - Modules 3 through 9	Anyone providing direct and ongoing habilitative, therapeutic, personal assistance, or behavioral support to a Participant	Within 60 days of hire date
Employment/Vocational Services Training - BSASP identified modules and ACRE or CRE. [Will require the completion of a vocational profile.]	Job Developers	Training within 6 months of hire date and completed vocational profile within 1 year of hire date
Goal Attainment Scale (GAS) training	Behavioral Health Practitioners, Behavioral Specialists, and Skill Building Specialists	Prior to development of goals/objectives and GAS charts for Participants

<b>Course</b>	<b>Who</b>	<b>When</b>
Behavioral Specialist Service Training 101	Behavioral Health Practitioners and Behavioral Specialists	Within 90 days of hire date
Behavioral Specialist Service Training 102	Behavioral Health Practitioners and Behavioral Specialists	Within 90 days of hire date
Periodic Risk Evaluation (PRE) Training	Supports Coordinators, Behavioral Health Practitioners and Behavioral Specialists	Prior to conducting a Period Risk Evaluation (PRE) of any Participant
Systematic Skill Building - The Systematic Skill Building training is a seven (7) module training and requires the submission and approval of a Skill Building Plan.	Skill Building Specialists	Prior to assumption of duties
Functional Behavioral Assessment	Behavioral Health Practitioner and Behavioral Specialist	Prior to assumption of duties

## **APPENDIX F**

### **REQUEST FOR ADDITIONAL INFORMATION LETTER**

**[Date Letter Mailed (Date of Request for Additional Information)]**

Participant's Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Subject: Request for Additional Information from Your Team

Dear [Participant's Name]:

[Contractor's name] received a request for [identify **SPECIFIC** service/item/frequency/duration] from your Team on [date received].

In order to decide if this service is Medically Necessary for you, [Contractor's name] needs more information. [Contractor's name] has asked your Team to send us the following information by [date that is 7 days from date of letter]:

**[List specific information requested]**

[Contractor's name] will make a decision on the requested services within 2 business days after getting the information from your Team. [Contractor's name] will tell you the decision in writing within 2 business days after making its decision.

If we do not get the additional information within 7 days, [Contractor's name] will make the decision to approve or deny the service based on the information it already has.

[Contractor's name] will tell you the decision in writing within 2 business days after it should have gotten the additional information.

If you have any questions, please contact Member Services at [Contractor's phone #/toll-free TTY #].

Sincerely,

[Contractor's name]

cc: Team

Supports Coordinator

[Participant's representative, if appropriate]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## **APPENDIX G**

### **COMPLAINT, GRIEVANCE, AND FAIR HEARING PROCESSES**

#### **A. General Requirements**

1. The Contractor must obtain the Department's prior written approval of its Complaint, Grievance, and Fair Hearing policies and procedures.
2. The Contractor must have written policies and procedures for registering, responding to, and resolving Complaints and Grievances and must make these policies and procedures available to Participants upon request.
3. The Contractor must maintain an accurate written record of each Complaint and Grievance and the actions taken by the Contractor to resolve each Complaint and Grievance. The record must include the following:
  - a. The name of the Participant on whose behalf the Complaint or Grievance was filed;
  - b. The date the Complaint or Grievance was received;
  - c. A description of the reason for the Complaint or Grievance;
  - d. The date of each review or review meeting;
  - e. The date of resolution of the Complaint or Grievance and how the Complaint or Grievance was resolved; and
  - f. A copy of any documents or records reviewed.

The Contractor must provide the record of each Complaint and Grievance and the actions taken by the Contractor to resolve each Complaint and Grievance to the Department and CMS upon request.

4. The Contractor must submit of a log of all Complaint and Grievance decisions in a format specified by the Department and must include review of the Complaint and Grievance processes in its Quality Management and Utilization Review programs. The Contractor must ensure that there is a link between the Complaint and Grievance processes and its plan of Quality Assurance and Improvement.
5. The Contractor must have a data system to process, track, and trend all Complaints and Grievances.
6. The Contractor must designate and train sufficient staff to be responsible for receiving, processing, and responding to Participant Complaints and Grievances in accordance with the requirements in this Appendix.
7. Contractor staff and members of the Member Advisory Committee performing Complaint and Grievance reviews must have the necessary orientation, clinical training, and experience to make an informed and impartial determination regarding issues assigned to them.
8. The Contractor must provide information about the Complaint and Grievance process to all Providers when the Contractor enters into an agreement with the Provider.
9. The Contractor may not use the time frames or procedures of the Complaint and Grievance process to avoid the medical decision process or to discourage or prevent the Participant from receiving Medically Necessary care in a timely manner.
10. The Contractor must require that anyone who participates in making the decision on a Complaint or Grievance was not involved in, does not supervise an individual involved in, and is not the subordinates of an individual who was involved in any previous review or decision-making on the issue that is the subject of the Complaint or Grievance or in the development of the Participant's ISP, including the BSP, SBP, CIP, or Medication Therapeutic Management Plan.

11. The Contractor may not charge Participants a fee for filing a Complaint or Grievance.
12. The Contractor must allow the Participant and the Participant's representative to have access to all relevant documentation pertaining to the subject of the Complaint or Grievance free of charge and sufficiently in advance of the time frame for resolution of the Complaint or Grievance outlined in this Appendix.
13. The Contractor must maintain the following information in the Participant's case file:
  - a. Medical records;
  - b. Any documents or records relied upon or generated by the Contractor in connection with the Complaint or Grievance, including any Medical Necessity guidelines used to make a decision or information on coverage limits relied upon to make a decision; and
  - c. Any new or additional evidence considered, relied upon, or generated by the Contractor in connection with the Complaint or Grievance.
14. The Contractor must provide language interpreter services at no cost when requested by a Participant.
15. The Contractor must accept Complaints and Grievances from individuals with disabilities which are in alternative formats including: TTY/TDD for telephone inquiries and Complaints and Grievances from Participants who are deaf or hearing impaired; Braille; tape; or computer disk; and other commonly accepted alternative forms of communication. The Contractor must make its employees who receive telephone Complaints and Grievances aware of the speech limitation of Participants with disabilities so they treat these individuals with patience, understanding, and respect.

16. The Contractor must provide Participants with disabilities assistance in presenting their case at Complaint or Grievance reviews at no cost to the Participant. This includes but is not limited to:
  - a. Providing qualified sign language interpreters for Participants who are deaf or hearing impaired;
  - b. Providing information submitted on behalf of the Contractor at the Complaint or Grievance review in an alternative format accessible to the Participant filing the Complaint or Grievance. The alternative format version must be supplied to the Participant at or before the review, so the Participant can discuss and/or refute the content during the review; and Providing personal assistance to a Participant filing the Complaint or Grievance who has other physical limitations in copying and presenting documents and other evidence.
17. The Contractor must offer Participants the assistance of a Contractor staff member throughout the Complaint and Grievance processes at no cost to the Participant.
18. The Contractor must provide Participants with a toll-free number to file a Complaint or Grievance, request information about the Complaint or Grievance process, and ask any questions the Participant may have about the status of a Complaint or Grievance.
19. If a Participant requests an in-person review, the Contractor must notify the Participant of the location of the review and who will be present at the review, using the template supplied by the Department (Appendix G (13)).
20. The Contractor must ensure that any location where it will hold in-person reviews is physically accessible for persons with disabilities.
21. The Contractor must hire and retain a Customer Service Representative responsible for attempting to resolve any disputes

or objections regarding a Provider or the operations or management policies of the Contractor before a formal Complaint is filed. The Contractor shall not require a Participant to attempt to resolve a dispute or objection through the Customer Service Representative before filing a formal Complaint.

The Customer Service Representative must:

- a. Attempt to resolve all disputes or objections and notify the Participant or the Participant's representative of the resolution as expeditiously as the Participant's health condition requires, but in no more than 7 days from being informed of the dispute or objection.
  - b. Inform the Participant of the right to file a formal Complaint.
  - c. Inform the Participant that the resolution is available in writing and provide the resolution in writing if a Participant requests.
  - d. Consult with the Behavioral Health Practitioner, Clinical Director, or Medical Director, as appropriate, if a clinical issue is involved.
  - e. Prepare a summary of the issues presented and how they were resolved and maintain a copy of this summary.
22. The Contractor must notify the Participant when the Contractor fails to decide a Complaint or Grievance within the time frames specified in this Appendix, using the template supplied by the Department (Appendix G (1)). The Contractor must mail this notice to the Participant one (1) day following the date the decision was to be made (day 31).
23. The Contractor must notify the Participant when it denies payment after a service or item has been delivered because the service or item was provided without authorization by a Provider not enrolled in the Medical Assistance Program using the template supplied by the Department (Appendix G (2)). The

Contractor must mail this notice to the Participant on the day the decision was made to deny payment.

24. The Contractor must notify the Participant when it denies payment after a service or item has been delivered because the service or item provided is not an Authorized Service or Item for the Participant, using the template supplied by the Department (Appendix G (3)). The Contractor must mail this notice to the Participant on the day the decision is made to deny payment.
25. The Contractor must notify the Participant when it denies payment after a service or item has been delivered because the Contractor determined that the service or item was not Medically Necessary, using the template supplied by the Department (Appendix G (4)). The Contractor must mail this notice to the Participant on the day the decision is made to deny payment.
26. The Contractor must notify the Participant when it denies the Participant's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other enrollee financial liabilities, using the template supplied by the Department (Appendix G (5)).
27. The Contractor must include the notice on nondiscrimination included in Attachment IV and the taglines included in Attachment V when the Contractor uses a template supplied by the Department (Appendix G (1) – G (13)).
28. The Contractor must follow the below Complaint and Grievance processes for all Complaints and Grievances.

## **B. Complaint Requirements**

### 1. Complaint

A dispute or objection regarding a Network Provider or the coverage, operations, or management of the Contractor, which has not been resolved by the Contractor and has been filed with the Contractor, including but not limited to:

- a. a denial because the requested service or item is not a Covered Service;
- b. the failure of the Contractor to meet the required time frames for providing a service or item;
- c. the failure of the Contractor to decide a Complaint or Grievance within the specified time frames;
- d. a denial of payment by the Contractor after a service or item has been delivered because the service or item was provided without authorization by a Provider not enrolled in the Medical Assistance Program;
- e. a denial of payment by the Contractor after a service or item has been delivered because the service or item provided is not an Authorized Service or Item for the Participant;
- f. a denial of a Participant's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Participant financial liabilities; or
- g. the decision to involuntarily disenroll the Participant from the Plan.

The term does not include a Grievance.

## 2. Complaint Process

- a. The Contractor must permit a Participant or Participant's representative, which may include the Participant's Provider, with proof of the Participant's written authorization for the representative to be involved and/or act on the Participant's behalf, to file a Complaint either in writing or orally. The Contractor must commit oral requests to writing if not confirmed in writing by the Participant and must provide the written

Complaint to the Participant or the Participant's representative for signature. The signature may be obtained at any point in the process, and failure to obtain a signed Complaint may not delay the Complaint process.

- b. If the Complaint disputes one of the following, the Participant must file a Complaint within sixty (60) days from the date of the incident complained of or the date the Participant receives written notice of a decision:
  - a denial because the service or item is not a Covered Service;
  - the failure of the Contractor to meet the required time frames for providing a service or item;
  - the failure of the Contractor to decide a Complaint or Grievance within the specified time frames;
  - a denial of payment after the services or item has been delivered because the service or item was provided without authorization by a Provider not enrolled in the Medical Assistance Program;
  - a denial of payment after a service or item has been delivered because the service or item provided is not an Authorized Service or Item for the Participant; or
  - a denial of a Participant's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Participant financial liabilities.

For all other Complaints, there is no time limit for filing a Complaint.

- c. A Participant who files a Complaint to dispute a decision to discontinue, reduce or change a service or item that the Participant has been receiving on the basis that service or

item is not a Covered Service must continue to receive the disputed service or item at the previously authorized level pending resolution of the Complaint, if the Complaint is made orally, hand delivered, faxed, emailed, or post-marked within ten (10) days from the mail date on the written notice of decision.

- d. A Participant who files a Complaint to dispute a decision to disenroll the Participant, must continue to receive Authorized Services pending resolution of the Complaint, if the Complaint is made orally, hand delivered, faxed, emailed, or post-marked within ten (10) days from the mail date on the written notice of decision to involuntarily disenroll the Participant.
- e. Upon receipt of the Complaint, the Contractor must send the Participant and the Participant's representative, if the Participant has designated one in writing, an acknowledgment letter using the template supplied by the Department (Appendix G (6)).
- f. The Complaint review for Complaints **not involving a clinical issue** must be conducted by a Complaint review committee made up of three (3) or more individuals who were not involved in, do not supervise an individual involved in, and are not the subordinates of an individual involved in any previous review or decision-making on the issue that is the subject of the Complaint or in the development of the Participant's ISP, including the BSP, SBP, CIP, or Medication Therapeutic Management Plan.
- g. The Complaint review for Complaints **involving a clinical issue** must be conducted by a Complaint review committee made up of three (3) or more individuals who were not involved in, do not supervise an individual involved in, and are not the subordinates of an individual involved in any previous review or decision-making on the issue that is the subject of the Complaint or in the development of the Participant's ISP, including the BSP, SBP, CIP, or Medication Therapeutic Management Plan. The Complaint review committee must include, depending

on the issue under review, either a licensed physician or an individual with the same qualifications as a Behavioral Health Practitioner. Other members of the Complaint review committee may participate in the review, but the licensed physician or the individual with the same qualifications as a Behavioral Health Practitioner must decide the Complaint.

- h. At least one-third of the Complaint review committee members may not be employees of the Contractor or a related subsidiary or affiliate.
- i. A committee member who does not personally attend the Complaint review meeting may not be part of the decision-making process unless that committee member actively participates in the review by telephone or videoconference and has the opportunity to review all information presented during the review.
- j. The Complaint review committee may include members of the Member Advisory Committee.
- k. The Contractor must afford the Participant a reasonable opportunity to present evidence and testimony and make legal and factual arguments, in person as well as in writing.
- l. The Contractor must give the Participant at least ten (10) days advance written notice of the review date, using the template supplied by the Department (Appendix G (12)). The Contractor must be flexible when scheduling the review to facilitate the Participant's attendance. If the Participant cannot appear in person at the review, the Contractor must provide an opportunity for the Participant to communicate with the Complaint review committee by telephone or videoconference.
- m. The Participant may elect not to attend the Complaint review meeting, but the meeting must be conducted with the same protocols as if the Participant was present.

- n. If a Participant requests an in-person Complaint review, at a minimum, a member of the Complaint review committee must be physically present at the location where the Complaint review is held and the other members of the Complaint review committee must participate in the review through the use of videoconferencing.
- o. The decision of the Complaint review committee must take into account all comments, documents, records, and other information submitted by the Participant or the Participant's representative without regard to whether such information was submitted or considered previously. The decision of the Complaint review committee must be based solely on the information presented at the review.
- p. The Complaint review committee must prepare a summary of the issues presented and decisions made, which must be maintained as part of the Complaint record.
- q. The Complaint review committee must complete its review of the Complaint as expeditiously as the Participant's health condition requires.
- r. The Contractor must send a written notice of the Complaint decision, using the template supplied by the Department (Appendix G (7)) to the Participant, the Participant's representative, if the Participant has designated one in writing, service Provider, if applicable, prescribing Provider, if applicable, and the Participant's Team within thirty (30) days from the date the Contractor received the Complaint, unless the time frame for deciding the Complaint has been extended by up to fourteen (14) days at the request of the Participant.
- s. If the Complaint disputes one of the following, the Participant may file a request for a Fair Hearing:
  - a denial because the service or item is not a Covered Service;

- the failure of the Contractor to meet the required time frames for providing a service or item;
- the failure of the Contractor to decide the Complaint or Grievance within the specified time frames;
- a denial of payment by the Contractor after the service or item has been delivered because the service or item was provided without authorization by a provider not enrolled in the Medical Assistance Program;
- a denial of payment by the Contractor after the service or item has been delivered because the service or item provided is not an Authorized Service or Item for the Participant;
- a denial of a Participant's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Participant financial liabilities; or
- a decision to involuntarily disenroll a Participant from the Plan.

The Participant or the Participant's representative may file a request for a Fair Hearing within one hundred and twenty (120) days from the mail date on the written notice of the Contractor's Complaint decision.

### 3. Expedited Complaint Process

- a. The Contractor must conduct expedited review of a Complaint if the Contractor determines that the Participant's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process or if a Participant or Participant's representative, with proof of the Participant's written authorization for the

representative to be involved and/or act on the Participant's behalf, provides the Contractor with a certification from the Participant's Provider that the Participant's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process. The certification must include the Provider's signature.

- b. A request for expedited review of a Complaint may be filed in writing, by fax, orally, or by email. Oral requests must be committed to writing by the Contractor. The Participant's signature is not required.
- c. The expedited review process is bound by the same rules and procedures as the Complaint review process with the exception of time frames, which are modified as specified in this section.
- d. Upon receipt of an oral or written request for expedited review, the Contractor must inform the Participant of the right to present evidence and testimony and make legal and factual arguments in person as well as in writing and of the limited time available to do so.

If the Provider certification is not included with the request for an expedited review and the Contractor cannot determine based on the information provided that the Participant's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Complaint process, the Contractor must inform the Participant that the Provider must submit a certification as to the reasons why the expedited review is needed. The Contractor must make a reasonable effort to obtain the certification from the Provider. If the Provider certification is not received within one (1) business day of the Participant's request for expedited review, the Contractor must decide the Complaint within the standard time frames as set forth in this Appendix, unless the time frame for deciding the Complaint has

been extended by up to fourteen (14) days at the request of the Participant. If the Contractor decides that expedited consideration within the initial or extended time frame is not warranted, the Contractor must make a reasonable effort to give the Participant prompt oral notice that the Complaint is to be decided within the standard time frame and send a written notice within two (2) business days of the decision to deny expedited review, using the template supplied by the Department (Appendix G (10)).

- e. A Participant who files a request for expedited review of a Complaint to dispute a decision to discontinue, reduce or change a service or item that the Participant has been receiving on the basis that the service or item is not a Covered Service, must continue to receive the disputed service or item at the previously authorized level pending resolution of the Complaint, if the request for expedited review is made orally, hand delivered, faxed, emailed, or post-marked within ten (10) days from the mail date on the written notice of decision.
- f. Expedited review of a Complaint must be conducted by a Complaint review committee made up of two (2) or more individuals who were not involved in, do not supervise an individual involved in, and are not the subordinates of an individual involved in any previous review or decision-making on the issue that is the subject of the expedited Complaint or in the development of the Participant's ISP, including the BSP, SBP, CIP, or Medication Therapeutic Management Plan. The expedited Complaint review committee must include, depending on the issue under review, either a licensed physician or an individual with the same qualifications as a Behavioral Health Practitioner. Other members of the expedited Complaint review committee may participate in the review, but the licensed physician or the individual with the same qualifications as a Behavioral Health Practitioner must decide the Complaint.

- g. The Complaint review committee must prepare a summary of the issues presented and decisions made, which must be maintained as part of the expedited Complaint record.
- h. The Contractor must issue the decision resulting from the expedited review in person or by phone to the Participant, the Participant's representative, if the Participant has designated one in writing, service Provider, prescribing Provider, if applicable, and the Team within seventy-two (72) hours of receiving the Participant's request for an expedited review, unless the time frame for deciding the expedited Complaint has been extended by up to fourteen (14) days at the request of the Participant. In addition, the Contractor must mail written notice of the decision to the Participant, the Participant's representative, if the Participant has designated one in writing, service Provider, prescribing Provider, if applicable, and the Team within two (2) business days of the decision, using the template supplied by the Department (Appendix G (11)).
- i. The Participant or the Participant's representative may file a request for a Fair Hearing within one hundred and twenty (120) days from the mail date on the written notice of the Contractor's expedited Complaint decision.
- j. The Contractor may not take punitive action against a Provider who requests expedited resolution of a Complaint or supports a Participant's request for expedited review of a Complaint.

## C. Grievance Requirements

### 1. Grievance

A request to have the Contractor reconsider a decision concerning the Medical Necessity and appropriateness of a Covered Service. A Grievance may be filed regarding the Contractor's decision to

- a. deny, in whole or in part, payment for a service or item;
- b. deny or issue a limited authorization of a requested service or item, including a determination based on the type or level of service or item;
- c. reduce, suspend, or terminate a previously authorized service or item; and
- d. deny the requested service or item but approve an alternative service or item.

The term does not include a Complaint.

## 2. Grievance Process

- a. The Contractor must permit a Participant or Participant's representative, which may include the Participant's Provider, with proof of the Participant's written authorization for the representative to be involved and/or act on the Participant's behalf, to file a Grievance either in writing or orally. The Contractor must commit oral requests to writing if not confirmed in writing by the Participant and must provide the written Grievance to the Participant or the Participant's representative for signature. The signature may be obtained at any point in the process, and failure to obtain a signed Grievance may not delay the Grievance process.
- b. A Participant must file a Grievance within sixty (60) days from the date the Participant receives the written notice of decision.
- c. A Participant who files a Grievance to dispute a decision to discontinue, reduce or change a service or item that the Participant has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the Grievance, if the Grievance is made orally, hand delivered, faxed,

emailed, or post-marked within ten (10) days from the mail date on the written notice of decision.

- d. Upon receipt of the Grievance, the Contractor must send the Participant and Participant's representative, if the Participant has designated one in writing, an acknowledgment letter, using the template supplied by the Department (Appendix G (8)).
- e. A Participant who consents to the filing of a Grievance by a Provider may not file a separate Grievance. The Participant may rescind consent throughout the process upon written notice to the Contractor and the Provider.
- f. In order for the Provider to represent the Participant in the conduct of a Grievance, the Provider must obtain the written consent of the Participant and submit the written consent with the Grievance. A Provider may obtain the Participant's written permission at the time of treatment. The Contractor must assure that a Provider does NOT require a Participant to sign a document authorizing the Provider to file a Grievance as a condition of treatment. The written consent must include:
  - The name and address of the Participant, the Participant's date of birth and identification number;
  - If the Participant is legally incompetent, the name, address and relationship to the Participant of the person who signed the consent;
  - The name, address, and identification number of the Provider to whom the Participant is providing consent;
  - The name and address of the Contractor;

- An explanation of the specific service or item which was provided or denied to the Participant to which the consent will apply;
  - The following statement: “The Participant or the Participant’s representative may not submit a Grievance concerning the service or item listed in this consent form unless the Participant or the Participant’s representative rescinds consent in writing. The Participant or the Participant’s representative has the right to rescind consent at any time during the Grievance process.”;
  - The following statement: “The consent of the Participant or the Participant’s representative shall be automatically rescinded if the Provider fails to file a Grievance or fails to continue to prosecute the Grievance through the review process.”;
  - The following statement: “The Participant or the Participant’s representative, if the Participant is legally incompetent, has read, or has been read this consent form, and has had it explained to his or her satisfaction. The Participant or the Participant’s representative understands the information in this consent form.”; and The dated signature of the Participant, or the Participant’s representative, and the dated signature of a witness.
- g. The Grievance review must be conducted by a Grievance review committee made up of three (3) or more individuals who were not involved in, do not supervise an individual involved in, and are not the subordinates of an individual involved in any previous review or decision-making on the issue that is the subject of the Grievance or in the development of the Participant’s ISP, including the BSP, SBP, CIP, or Medication Therapeutic Management Plan.

- h. At least one-third of the Grievance review committee members may not be employees of the Contractor or a related subsidiary or affiliate.
- i. The Grievance review committee must include, depending on the issue under review, either a licensed physician or an individual with the same qualifications as a Behavioral Health Practitioner. Other members of the Grievance review committee may participate in the review, but the licensed physician or the individual with the same qualifications as a Behavioral Health Practitioner must decide the Grievance.
- j. A committee member who does not personally attend the Grievance review meeting may not be part of the decision-making process unless that committee member actively participates in the review by telephone or videoconference and has the opportunity to review all information presented during the review.
- k. The Grievance review committee may include members of the Member Advisory Committee.
- l. The Contractor must afford the Participant a reasonable opportunity to present evidence and testimony and make legal and factual arguments, in person as well as in writing.
- m. The Contractor must give the Participant at least ten (10) days advance written notice of the review date, using the template supplied by the Department (Appendix G (12)). The Contractor must be flexible when scheduling the review to facilitate the Participant's attendance. If the Participant cannot appear in person at the review, the Contractor must provide an opportunity for the Participant to communicate with the Grievance review committee by telephone or videoconference.
- n. The Participant may elect not to attend the Grievance review meeting, but the meeting must be conducted with the same protocols as if the Participant was present.

- o. If a Participant requests an in-person Grievance review, at a minimum, a member of the Grievance review committee must be physically present at the location where the Grievance review is held and the other members of the Grievance review committee must participate in the review through the use of videoconferencing.
- p. The decision of the Grievance review committee must take into account all comments, documents, records, and other information submitted by the Participant or the Participant's representative without regard to whether such information was submitted or considered in the initial determination of the issue. The decision of the Grievance review committee must be based solely on the information presented at the review.
- q. The Grievance review committee must prepare a summary of the issues presented and decisions made, which must be maintained as part of the Grievance record.
- r. The Grievance review committee must complete its review of the Grievance as expeditiously as the Participant's health condition requires.
- s. The Contractor must sent a written notice of the Grievance decision, using the template supplied by the Department (Appendix G (9)) to the Participant, the Participant's representative, if the Participant has designated one in writing, service Provider, prescribing Provider, if applicable, and the Team within thirty (30) days from the date the Contractor received the Grievance, unless the time frame for deciding the Grievance has been extended by up to fourteen (14) days at the request of the Participant.
- t. The Participant or the Participant's representative may file a request for a Fair Hearing within one hundred and

twenty (120) days from the mail date on the written notice of the Contractor's Grievance decision.

### 3. Expedited Grievance Process

- a. The Contractor must conduct expedited review of a Grievance if the Contractor determines that the Participant's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process or if a Participant or Participant's representative, with proof of the Participant's written authorization for the representative to be involved in and/or act on the Participant's behalf, provides the Contractor with a certification from the Participant's Provider that the Participant's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process. The certification must include the Provider's signature.
- b. A request for expedited review of a Grievance may be filed in writing, by fax, orally, or by email. Oral requests must be committed to writing by the Contractor. The Participant's signature is not required.
- c. The expedited review process is bound by the same rules and procedures as the Grievance review process with the exception of time frames, which are modified as specified in this section.
- d. Upon receipt of an oral or written request for expedited review, the Contractor must inform the Participant of the right to present evidence and testimony and make legal and factual arguments in person as well as in writing and of the limited time available to do so.
- e. If the Provider certification is not included with the request for an expedited review and the Contractor cannot determine based on the information provided that the Participant's life, physical or mental health, or ability

to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Grievance process, the Contractor must inform the Participant that the Provider must submit a certification as to the reasons why the expedited review is needed. The Contractor must make a reasonable effort to obtain the certification from the Provider. If the Provider certification is not received within one (1) business day of the Participant's request for expedited review, the Contractor must decide the Grievance within the standard time frames as set forth in this Appendix, unless the time frame for deciding the Grievance has been extended by up to fourteen (14) days at the request of the Participant. If the Contractor decides that expedited consideration within the initial or extended time frame is not warranted, the Contractor must make a reasonable effort to give the Participant prompt oral notice that the Grievance is to be decided within the standard time frame and send a written notice within two (2) business days of the decision to deny expedited review, using the template supplied by the Department (Appendix G (10)).

- f. A Participant who files a request for expedited review of a Grievance to dispute a decision to discontinue, reduce or change a service or item that the Participant has been receiving must continue to receive the disputed service or item at the previously authorized level, pending resolution of the Grievance, if the request for expedited review is made orally, hand delivered, faxed, emailed, or post-marked within ten (10) days from the mail date on the written notice of decision.
- g. Expedited review of the Grievance must be conducted by a Grievance review committee made up of two (2) or more individuals who were not involved in, do not supervise an individual involved in, and are not the subordinates of an individual involved in any previous review or decision-making on the issue that is the subject of the expedited Grievance or in the development of the Participant's ISP, including the BSP, SBP, CIP, or Medication Therapeutic Management Plan. The expedited Grievance review committee must include, depending on the issue under

review, either a licensed physician or an individual with the same qualifications

as a Behavioral Health Practitioner. Other members of the expedited Grievance review committee may participate in the review, but the licensed physician or the individual with the same qualifications as a Behavioral Health Practitioner must decide the Grievance.

- h. The Grievance review committee must prepare a summary of the issues presented and decisions made, which must be maintained as part of the expedited Grievance record.
- i. The Contractor must issue the decision resulting from the expedited review in person or by phone to the Participant, the Participant's representative, if the Participant has designated one in writing, service Provider, prescribing Provider, if applicable, and the Team within seventy-two (72) hours of receiving the Participant's request for an expedited review, unless the time frame for deciding the expedited Grievance has been extended by up to fourteen (14) days at the request of the Participant. In addition, the Contractor must mail written notice of the decision, to the Participant, the Participant's representative, if the Participant has designated one in writing, service Provider, prescribing Provider, if applicable, and the Team within two (2) business days of the decision, using the template supplied by the Department (Appendix G (11)).
- j. The Participant or the Participant's representative may file a request for a Fair Hearing within one hundred and twenty (120) days from the mail date on the written notice of the Contractor's expedited Grievance decision.
- k. The Contractor may not take punitive action against a Provider who requests expedited resolution of a Grievance or supports a Participant's request for expedited review of a Grievance.

## D. Department's Fair Hearing Requirements

**Fair Hearing:** A hearing conducted by the Department's Bureau of Hearings and Appeals (BHA) or a Department designee.

### 1. Fair Hearing Process

- a. A Participant must file a Complaint or Grievance with the Contractor and receive a decision on the Complaint or Grievance before filing a request for a Fair Hearing. If the Contractor fails to provide written notice of a Complaint or Grievance decision within the time frames specified in this Appendix, the Participant is deemed to have exhausted the Complaint or Grievance process and may request a Fair Hearing.
- b. The Participant or the Participant's representative may request a Fair Hearing within one hundred and twenty (120) days from the mail date on the written notice of the Contractor's Complaint or Grievance decision for any of the following:
  - i. the denial, in whole or part, of payment for a requested service or item based on lack of Medical Necessity;
  - ii. the denial of a requested service or item because the service or item is not a Covered Service;
  - iii. the reduction, suspension, or termination of a previously authorized service or item;
  - iv. the denial of a requested service or item but approval of an alternative service or item;
  - v. the failure of the Contractor to provide a service or item in a timely manner;

- vi. the failure of the Contractor to decide a Complaint or Grievance within the specified time frames;
  - vii. the denial of payment after a service or item has been delivered because the service or item was provided without authorization by a provider not enrolled in the Medical Assistance Program;
  - viii. the denial of payment after a service or item has been delivered because the service or item provided is not an Authorized Service for the Participant;
  - ix. the denial of a Participant's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Participant financial liabilities;
  - x. the Contractor's involuntary disenrollment of the Participant from the Plan.
- c. The request for a Fair Hearing must include a copy of the written notice of the decision that is the subject of the request unless the Contractor failed to provide written notice of the Complaint or Grievance decision within the time frames specified in this Appendix.
- d. Requests must be mailed to:

**Department of Human Services  
Adult Community Autism Program  
Complaint, Grievance and Fair Hearings  
P.O. Box 2675  
Harrisburg, PA 17105-2675**

Or faxed to: **717-265-7761**  
**Attention: ACAP**

Or emailed to: **RA-acap@pa.gov**

- e. A Participant who files a request for a Fair Hearing that disputes a decision to discontinue, reduce, or change a service or item that the Participant has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the Fair Hearing, if the request for a Fair Hearing is hand delivered or post-marked within ten (10) days from the mail date on the written notice of the decision.
- f. A Participant who files a request for a Fair Hearing to dispute a decision to disenroll the Participant, must continue to receive Authorized Services pending resolution of the Fair Hearing, if the request for a Fair Hearing is hand delivered or post-marked within ten (10) days from the mail date on the written notice of the Contractor's Complaint decision.
- g. Upon receipt of the request for a Fair Hearing, BHA or the Department's designee will schedule a hearing. The Participant and the Contractor will receive notification of the hearing date by letter at least ten (10) days before the hearing date, or a shorter time if requested by the Participant. The letter will outline the type of hearing, the location of the hearing (if applicable), and the date and time of the hearing.
- h. The Contractor is a party to the hearing and must be present. The Contractor, which may be represented by an attorney, must be prepared to explain and defend the issue on appeal. BHA's decision is based solely on the evidence presented at the hearing. The absence of the Contractor from the hearing will not be reason to postpone the hearing.
- i. The Contractor must provide Participants, at no cost, with records, reports, and documents relevant to the subject of the Fair Hearing.
- j. BHA will issue an adjudication within ninety (90) days of the date the Participant filed the Complaint or the Grievance with the Contractor, not including the number

of days before the Participant requested the Fair Hearing. If BHA fails to issue an adjudication within ninety (90) days of the receipt of the request for the Fair Hearing, the Contractor must comply with the requirements at 55 PA. Code § 275.4 regarding the provision of interim assistance upon the request for such by the Participant. When the Participant is responsible for delaying the hearing process, the time limit by which BHA must issue the adjudication prior to interim assistance being afforded will be extended by the length of the delay attributed to the Participant.

- k. BHA's adjudication is binding on the Contractor unless reversed by the Secretary of Human Services. Either party may request reconsideration from the Secretary within fifteen (15) days from the date of the adjudication. Only the Participant may appeal to Commonwealth Court within thirty (30) days from the date of the BHA adjudication or from the date of the Secretary's final order, if reconsideration was granted. The decisions of the Secretary and the Court are binding on the Contractor.

## **2. Expedited Fair Hearing Process**

- a. A Participant or the Participant's representative may file a request for an expedited Fair Hearing with the Department either in writing or orally.
- b. A Participant must exhaust the Complaint or Grievance process prior to filing a request for an expedited Fair Hearing.
- c. BHA will conduct an expedited Fair Hearing if a Participant or a Participant's representative provides the Department with a signed written certification from the Participant's Provider that the Participant's life, physical or mental health, or ability to attain, maintain, or regain maximum function would be placed in jeopardy by following the regular Fair Hearing process or if the Provider provides testimony at the Fair Hearing which

explains why using the usual time frames would place the Participant's life, physical or mental health, or ability to attain, maintain, or regain maximum function in jeopardy.

- d. A Participant who files a request for an expedited Fair Hearing that disputes a decision to discontinue, reduce or change a service or item that the Participant has been receiving must continue to receive the disputed service or item at the previously authorized level pending resolution of the Fair Hearing, if the request for an expedited Fair Hearing is hand delivered or post-marked within ten (10) days from the mail date on the written notice of the decision.
- e. Upon the receipt of the request for an expedited Fair Hearing, BHA or the Department's designee will schedule a hearing.
- f. The Contractor is a party to the hearing and must be present. The Contractor, which may be represented by an attorney, must be prepared to explain and defend the issue on appeal. BHA's decision is based solely on the evidence presented at the hearing. The absence of the Contractor from the hearing will not be reason to postpone the hearing.
- g. The Contractor must provide the Participant, at no cost, with records, reports, and documents relevant to the subject of the Fair Hearing.
- h. BHA will issue an adjudication within three (3) business days from receipt of the Participant's oral or written request for an expedited review.
- i. BHA's adjudication is binding on the Contractor unless reversed by the Secretary of Human Services. Either party may request reconsideration from the Secretary within fifteen (15) days from the date of the adjudication. Only the Participant may appeal to Commonwealth Court within thirty (30) days from the date of adjudication or

from the date of the Secretary's final order, if reconsideration was granted. The decisions of the Secretary and the Court are binding on the Contractor.

#### **E. Provision of and Payment for Services or Items Following Decision**

1. If the Contractor, BHA, or the Secretary reverses a decision to deny, limit, or delay a service or item that was not furnished during the Complaint, Grievance, or Fair Hearing process, the Contractor must authorize or provide the disputed services or items as expeditiously as the Participant's health condition requires but no later than seventy-two (72) hours from the date it receives notice that the decision was reversed. If the Contractor requests reconsideration, the Contractor must authorize or provide the disputed services or items pending reconsideration unless the Contractor requests a stay of the BHA decision and the stay is granted.
2. If the Contractor, BHA, or the Secretary reverses a decision to deny authorization of a service or item, and the Participant received the disputed service or item during the Complaint, Grievance, or Fair Hearing process, the Contractor must pay for the services or items that the Participant received.

## APPENDIX G (1)

### NOTICE FOR FAILURE OF CONTRACTOR TO MEET COMPLAINT OR GRIEVANCE TIME FRAMES

**[Date Notice Mailed (1 day after the date the decision was to be made)]**

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Subject: Your [Complaint] [Grievance] About [Issue]

Dear [Participant Name]:

[Contractor Name] has not told you its decision on your [Complaint] [Grievance] about [identify subject of Complaint/Grievance], filed on [date], within [number that is 30 or fewer days] days, as required. [Contractor Name] expects to be able to tell you its decision about your [Complaint] [Grievance] by [date].

If you are unhappy that [Contractor Name] has not told you about its decision on your [Complaint] [Grievance] within [#] days of getting it, you may file a Complaint with [Contractor Name] or ask for a Fair Hearing from the Department of Human Services.

#### File a Complaint

If you want to file a Complaint with [Contractor Name] about the delay in deciding your [Complaint] [Grievance], you must file the Complaint within 60 days from the date you get this notice.

[Contractor Name] will tell you its decision about this new Complaint within [30, unless the Contractor will be using a shorter time frame to provide notice of 1st level Complaint decisions] days from when [Contractor Name] gets your Complaint.

To file a Complaint:

- By Phone: Call [Contractor Name] at [phone #/toll-free TTY #];
- By Fax: Fax a letter to [Contractor fax number];
- By Email: Send an email to [Contractor email address]; or

- By Mail: Mail a letter to the following address:

**[Contractor address for filing Complaint]**

**Ask for a Fair Hearing**

If you want to ask for a Fair Hearing from the Department of Human Services about the delay in deciding your [Complaint][Grievance], your request for a Fair Hearing must be in writing and must be postmarked **within 120 days from the date on this notice**. Your request should include the following information:

- Your (the Participant's) name and date of birth;
- A telephone number where you can be reached during the day;
- Whether you want to have a hearing in person or by telephone; and
- The reason(s) you are asking for a Fair Hearing, or a copy of this notice.

Send our request for a Fair Hearing to the following address:

Department of Human Services – Adult Community Autism Program  
Complaint, Grievance and Fair Hearings  
P.O. Box 2675  
Harrisburg, PA 17105-2675

Or

Fax to: 717-265-7761

Or

Email to RA-acap@pa.gov

The Department will make a decision within 90 days from when you filed your [Complaint][Grievance] with [Contractor Name], not including the number of days between the date on this notice and the date you asked for a Fair Hearing. The Department will send you a decision in writing.

**Help with Your Complaint or Fair Hearing**

If you need help filing a Complaint, asking for a Fair Hearing, or have any other questions, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #], Pennsylvania

Legal Services at 1-800-322-7572 ([www.palegalservices.org](http://www.palegalservices.org)), or the Pennsylvania Health Law Project at 1-800-274-3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

[Contractor Name]

cc: [Provider, if Grievance]  
[Participant Representative, if designated]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## Appendix G (2)

**NOTICE FOR PAYMENT DENIAL BECAUSE THE SERVICE(S)/ITEM(S) WAS  
PROVIDED WITHOUT AUTHORIZATION BY A PROVIDER NOT ENROLLED IN  
THE PENNSYLVANIA MEDICAL ASSISTANCE PROGRAM**

**THIS IS NOT A BILL**

**[Date Notice Mailed (date decision is made to deny payment)]**

Participant Name  
 Address  
 City, State Zip Participant

ID: \*\*\*\*\*

Dear [Participant Name]:

[Contractor Name] has reviewed the request from [Provider's Name] to be paid for [identify specific service/item] you received on [date]. Your Provider's request for payment has been denied because [Provider's Name] is not enrolled in the Pennsylvania Medical Assistance Program and did not ask [Contractor Name] for approval to provide the service or item to you.

**[PROVIDER'S NAME] MAY BILL YOU FOR THIS SERVICE or ITEM.**

**IF YOU DO NOT AGREE WITH THIS DECISION, YOU MAY FILE A COMPLAINT with [Contractor Name] within 60 days from the date you get this notice. [Contractor Name] will tell you its decision about your Complaint within [30, unless the Contractor will be using a shorter time frame to provide notice of 1st level Complaint decisions] days from when [Contractor Name] gets your Complaint.**

To file a Complaint:

- By Phone: Call [Contractor Name] at [phone #/toll-free TTY #];
- By Fax: Fax a letter to [Contractor fax number];
- By Email: Send an email to [Contractor email address]; or
- By Mail: Mail a letter to the following address:

**[Contractor address for filing Complaint]**

You may appear in person or by telephone at the Complaint review and you may bring a family member, friend, lawyer or other person to help you.

If you file a Complaint, you may ask [Contractor Name] to see any information used to make this decision, at no cost to you. Use the following to ask for information used to make this decision:

- Phone number: [Contractor phone # & toll free TTY #];
- Fax number: [Contractor fax number]; or
- Mailing address:

**[Contractor address for records information]**

If you need help filing a Complaint or have any other questions, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #], Pennsylvania Legal Services at 1-800322-7572 ([www.palegalervices.org](http://www.palegalervices.org)), or the Pennsylvania Health Law Project at 1-800274-3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

**[Contractor Name]**

cc: **[Provider]**

**[Include taglines in Attachment V]**

**[Include notice on nondiscrimination in Attachment IV]**

### Appendix G (3)

**NOTICE FOR PAYMENT DENIAL BECAUSE THE SERVICE(S)/ITEM(S) IS NOT AN  
AUTHORIZED SERVICE FOR THE PARTICIPANT**

**THIS IS NOT A BILL**

**[Date Notice Mailed (date decision is made to deny payment)]**

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Dear [Participant Name]:

[Contractor Name] has reviewed the request from [Provider's Name] to be paid for [identify specific service/item] you received on [date]. Your Provider's request for payment has been denied because the service you received was not authorized for you by [Contractor Name].

**[PROVIDER'S NAME] MAY BILL YOU FOR THIS SERVICE OR ITEM ONLY IF  
[PROVIDER'S NAME] TOLD YOU THAT YOU WOULD HAVE TO PAY FOR  
THE SERVICE OR ITEM BEFORE YOU GOT THE SERVICE OR ITEM.**

**IF YOU DO NOT AGREE WITH THIS DECISION, YOU MAY FILE A  
COMPLAINT with [Contractor Name] within 60 days from the date you get this  
notice. [Contractor Name] will tell you its decision about your Complaint within [30,  
unless the Contractor will be using a shorter time frame to provide notice of 1<sup>st</sup> level  
Complaint decisions] days from when [Contractor Name] gets your Complaint.**

To file a Complaint:

- By Phone: Call [Contractor Name] at [Phone #/toll-free TTY #];
- By Fax: Fax a letter to [Contractor fax number];
- By Email: Send an email to [Contractor email address]; or
- By Mail: Mail a letter to the following address:

**[Contractor address for filing Complaint]**

You may appear in person or by telephone at the Complaint review and you may bring a family member, friend, lawyer or other person to help you.

If you file a Complaint, you may ask **[Contractor Name]** to see any information used to make this decision, at no cost to you. Use the following to ask for information used to make this decision:

- Phone number: **[Contractor phone # & toll free TTY #];**
- Fax number: **[Contractor fax number];** or
- Mailing address:

**[Contractor address for records information]**

If you need help filing a Complaint or have any other questions, you can call **[Contractor Name]** at **[Contractor phone #/toll-free TTY #]**, Pennsylvania Legal Services at 1-800322-7572 ([www.palegalervices.org](http://www.palegalervices.org)), or the Pennsylvania Health Law Project at 1-800274-3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

**[Contractor Name]**

cc: **[Provider]**

**[Include taglines in Attachment V]**

**[Include notice on nondiscrimination in Attachment IV]**

## Appendix G (4)

### NOTICE FOR DENIAL OF PAYMENT AFTER A SERVICE(S) HAS BEEN DELIVERED BECAUSE THE SERVICE(S) WAS NOT MEDICALLY NECESSARY

**THIS IS NOT A BILL**

[Date Notice Mailed (date decision is made to deny payment)]

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Dear [Participant Name]:

[Contractor Name] has reviewed the request from [Provider's Name] to be paid for [identify specific service/item] you received on [date]. Your Provider's request for payment has been denied.

The service you received was not Medically Necessary because: [Explain at a 6th grade reading level in detail every reason for denial. In addition to explanation for decision, include specific references to approved medical necessity guidelines, rules, or protocols on which decision is based, in easily understood language. If denied because of insufficient information, identify all additional information needed to render decision.]

**[PROVIDER'S NAME] MAY NOT BILL YOU FOR THIS SERVICE. YOU CAN SHOW THIS NOTICE TO [PROVIDER'S NAME] IF [PROVIDER'S NAME] SENDS YOU A BILL.**

Sincerely,

[Contractor Name]

cc: [Provider]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## Appendix G (5)

### NOTICE FOR DENIAL OF REQUEST TO DISPUTE FINANCIAL LIABILITY

#### **THIS IS NOT A BILL**

**[Date Notice Mailed (date decision is made to deny request to dispute financial liability)]**

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Dear [Participant Name]:

[Contractor Name] has reviewed your disagreement with [Contractor Name]'s decision that you have to pay [describe financial liability] to [Provider's Name] for the [identify specific service/item] you received on [date of service]. [Contractor Name] has denied your request because: [Explain in detail at a 6th-grade reading level every reason for denial. If denied because of insufficient information, identify all additional information needed to render decision.]

**IF YOU DO NOT AGREE WITH THIS DECISION, YOU MAY FILE A COMPLAINT with [Contractor Name] within 60 days from the date you get this notice. [Contractor Name] will tell you its decision about your Complaint within [30, unless the Contractor will be using a shorter time frame to provide notice of 1<sup>st</sup> level Complaint decisions] days from when [Contractor Name] gets your Complaint.**

To file a Complaint:

- By Phone: Call [Contractor Name] at [Phone# & toll-free TTY #];
- By Fax: Fax a letter to [Contractor fax number];
- By Email: Send an email to [Contractor email address]; or
- By Mail: Mail a letter to the following address:

**[Contractor address for filing Complaint]**

If you file a Complaint, you may ask [Contractor Name] to see any information used to make this decision, at no cost to you. Use the following to ask for information used to make this decision:

- Phone number: [Contractor phone # & toll free TTY #];
- Fax number: [Contractor fax number]; or
- Mailing address: [Contractor address for requesting/sending information]

If you need help filing a Complaint or have any other questions, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #], Pennsylvania Legal Services at 1-800322-7572 ([www.palegalervices.org](http://www.palegalervices.org)), or the Pennsylvania Health Law Project at 1-800-274-3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

[Contractor Name]

cc: [Provider]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## Appendix G (6)

### COMPLAINT ACKNOWLEDGMENT LETTER

[Date Letter Mailed]

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Subject: Your Complaint About [Complaint Issue]

Dear [Participant Name]:

[Contractor Name] received your Complaint about [identify subject of Complaint] on [date of receipt].

### The Complaint Process

#### Complaint Review

A committee of 3 or more people, including at least one person who does not work for [Contractor Name], will meet to make a decision about your Complaint. This is called the “Complaint review.” The [Contractor Name] staff on the committee were not involved in and do not work for someone who was involved in the issue you filed your Complaint about.

At any time during the Complaint review process, you can have someone you know represent you or act for you. This person is “your representative.” If you decide to have someone represent you or act for you, tell [Contractor Name], in writing, the name of that person and how we can reach him or her.

[Contractor Name] will tell you the location, date, and time of the Complaint review at least 10 days before the day of the Complaint review.

You and your representative may appear at the Complaint review in person or by phone. **[OR if videoconference is available:** You and your representative may appear at the Complaint review in person, by phone, or by videoconference.] You may also bring a family member, friend, lawyer or other person to help you during the Complaint review. If you decide that you do not want to attend, that will not affect the decision of the committee.

[Contractor Name] will mail you a letter within [date that is no more than 30 days from receipt of the Complaint] days from the date you filed your Complaint to tell you the decision on your Complaint.

### **Information About Your Complaint**

You or your representative may ask [Contractor Name] to see any information about the issue you filed your Complaint about, at no cost to you.

You may also send information that you have about your Complaint to [Contractor Name]:

Use the following to ask for information about your Complaint or to send information to [Contractor Name]:

- Phone number: [Contractor phone # & toll Free TTY #];
- Fax number: [Contractor fax number]; or
- Mailing address: [Contractor address for requesting/sending information]

### **Help with Your Complaint**

- If you need help with your Complaint, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #] and [Contractor Name] will assign a staff person who has not been involved in the Complaint issue to help you.
- If you have any other questions, you can call [Contractor Name] at [Contractor phone #/Toll-free TTY #], Pennsylvania Legal Services at 1-800- 322-7572 ([www.palegalervices.org](http://www.palegalervices.org)), or the Pennsylvania Health Law Project at 1-800-2743258 ([www.phlp.org](http://www.phlp.org)).

If your Complaint is described correctly at the top of this letter, please sign below and return this letter to:

**[Contractor address]**

If your Complaint is not described correctly, please call [Contractor Name] at [Contractor phone #/toll-free TTY #].

Sincerely,

**[Contractor Name]**

cc: [Participant Representative, if designated]

I agree that my Complaint is described correctly.

---

Participant's or Participant's  
Representative Signature

Date

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## Appendix G (7)

### COMPLAINT DECISION NOTICE

**[Date Notice Mailed (date of the Complaint decision)]**

Participant Name  
 Address  
 City, State Zip

Participant ID: \*\*\*\*\*

Subject: Decision About Your Complaint Dear [Participant Name]:

[Contractor Name] has reviewed your Complaint about [issue], received on [date].

Based on a review of all information provided, the Complaint review committee has decided that [state decision in detail at a 6<sup>th</sup>-grade reading level].

The reasons for this decision are: [Explain at a 6<sup>th</sup> grade reading level in detail every reason for decision. In addition to explanation for decision, include specific references to approved medical necessity guidelines, rules, or protocols on which decision is based in easily understood language. If denied because of insufficient information, identify all additional information needed to render decision.]

You or your representative may ask [Contractor Name] to see any information [Contractor Name] used to decide your Complaint, at no cost to you. Use the following to ask for the information used to decide your Complaint:

- Phone number: [Contractor phone #/toll-free TTY #];
- Fax number [Contractor fax number]; or
- Mailing address:

[Contractor name and address]

**[Contractor: Include the following paragraph only if the Complaint challenges a denial because the service/item is not a Covered Service.]**

**To continue getting services**

If you have been getting the services or items that are being reduced, changed or denied and you ask for a Fair Hearing (see instructions below) and your request is postmarked or hand-delivered within **10 days from the date of this notice**, the services or items will continue until a decision is made.

[**Contractor: Include the following paragraphs on Fair Hearings only if the Complaint is about one of the following: a denial because the service or item is not a Covered Service, the failure of the Contractor to provide a service or item in a timely manner; the failure of the Contractor to decide a Complaint or Grievance within the specified time frames; a denial of payment by the Contractor after the service or item has been delivered because the service or item was provided without authorization by a provider not enrolled in the Medical Assistance Program; a denial of payment by the Contractor after the service or item has been delivered because the service or item provided is not an Authorized Service or Item for the Participant; a denial of a Participant's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other Participant financial liabilities; or the decision to involuntarily disenroll a Participant from the Plan.]**

**If you do not agree with this decision**, you may ask for a Fair Hearing from the Department of Human Services. Your request for a Fair Hearing must be in writing and must be postmarked **within 120 days from the date on this notice**. Your request should include the following information:

- Your (the Participant's) name and date of birth;
- A telephone number where you can be reached during the day;
- Whether you want to have a hearing in person or by telephone;
- The reason(s) you are asking for a Fair Hearing, or a copy of this notice; and
- A copy of the original denial notice, if available. [**Contractor: Include this last item only for Complaints challenging a denial because the service or item is not a Covered Service or a denial of payment because the service or item was not an Authorized Service or Item for the Participant or because the service or item was provided without authorization by a non-Medical Assistance provider.]**

Send our request for a Fair Hearing to the following address:

Department of Human Services – Adult Community Autism Program  
 Complaint, Grievance and Fair Hearings  
 P.O. Box 2675  
 Harrisburg, PA 17105-2675

Or

Fax to: 717-265-7761

Or

Email to: RA-acap@pa.gov

The Department will make a decision within 90 days from when you filed your Complaint with [Contractor Name], not including the number of days between the date on this notice and the date you asked for a Fair Hearing. The Department will send you a decision in writing.

### **To ask for an early decision**

If your Provider believes that waiting the usual time frame for deciding a Fair Hearing could harm your health, you may ask that the Fair Hearing take place more quickly. For a decision to be made more quickly:

- You can ask for an early decision by calling the Department at [###-###-####] or by faxing a letter to the Department at [###-###-####].
- Your Provider must fax a signed letter to [###-###-####] explaining why taking the usual amount of time to decide your request for a Fair Hearing could harm your health. If your Provider does not send a letter, your Provider must testify at the Fair Hearing to explain why taking the usual amount of time to decide your request for a Fair Hearing could harm your health.

The Department will schedule a telephone hearing and tell you its decision within 3 business days from when it receives your request.

### **Help with Your Request for a Fair Hearing**

If you need help asking for a Fair Hearing or have any other questions, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #], Pennsylvania Legal Services at 1-800-322-7572 ([www.palegalservices.org](http://www.palegalservices.org)), or the Pennsylvania Health Law Project at 1-800-274-3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

[Contractor Name]

cc: [Participant Representative, if designated]  
[Service Provider, if applicable]  
[Prescribing Provider, if applicable]  
[Team]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## Appendix G (8)

### GRIEVANCE ACKNOWLEDGMENT LETTER

[Date Letter Mailed]

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Subject: Your Grievance About [Grievance Issue]

Dear [Participant Name]:

[Contractor Name] received your Grievance about [identify subject of Grievance] on [date of receipt].

### The Grievance Process

#### Grievance Review

A committee of 3 or more people, including a [licensed doctor] [professional with autism experience] and at least one person who does not work for [Contractor Name], will meet to decide your Grievance. This is called the “Grievance review.” The [Contractor name] staff on the committee were not involved in and do not work for someone who was involved in the issue you filed your Grievance about.

At any time during the Grievance review process, you can have someone you know represent you or act for you. This person is “your representative.” If you decide to have someone represent you or act for you, tell [Contractor Name], in writing, the name of that person and how we can reach him or her.

[Contractor Name] will tell you the location, date, and time of the Grievance review at least 10 days before the day of the Grievance review.

You and your representative may appear at the Grievance review in person or by phone. [OR if videoconference is available: You and your representative may appear at the Grievance review in person, by phone, or by videoconference.] You may also bring a

family member, friend, lawyer or other person to help you during the Grievance review. If you decide that you do not want to attend, that will not affect the decision of the committee.

[Contractor Name] will mail you a letter within [date that is no more than 30 days from receipt of the Grievance] days from the date you filed your Grievance to tell you the decision on your Grievance.

### **Information About Your Grievance**

You or your representative may ask [Contractor Name] to see any information that [Contractor Name] used to make the decision you filed your Grievance about, at no cost to you.

You may also send information that you have about your Grievance to [Contractor Name]:

Use the following to ask for information used to make the decision you filed your Grievance about or to send information about your Grievance:

- Phone number: [Contractor phone # & toll free TTY #];
- Fax number: [Contractor fax number]; or
- Mailing address: [Contractor address for requesting/sending information]

### **Help with Your Grievance**

- If you need help with your Grievance, call [Contractor Name] at [Contractor phone #/toll-free TTY #] and [Contractor Name] will assign a staff person who has not been involved in the Grievance issue to help you.
- If you have any other questions, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #], Pennsylvania Legal Services at 1-800-322-7572 ([www.palegalservices.org](http://www.palegalservices.org)), or the Pennsylvania Health Law Project at 1-800-2743258 ([www.phlp.org](http://www.phlp.org)).

If your Grievance is described correctly at the top of this letter, please sign below and return this letter to:

[Contractor address]

If your Grievance is not described correctly, please call [Contractor Name] at [Contractor phone #/toll-free TTY #].

Sincerely,

**[Contractor Name]**

cc:      **[Provider]**  
**[Participant Representative, if designated]**

I agree that my Grievance is described correctly.

---

Participant's or Participant's  
Representative Signature

Date

**[Include taglines in Attachment V]**

**[Include notice on nondiscrimination in Attachment IV]**

## Appendix G (9)

### GRIEVANCE DECISION NOTICE

**[Date Notice Mailed (date of the Grievance decision)]**

Participant Name  
 Address  
 City, State Zip

Participant ID: \*\*\*\*\*

Subject: Decision About Your Grievance Dear [Participant Name]:  
**[Contractor Name]** has reviewed your Grievance about [issue], received on [date].

Based on a review of all information provided, the Grievance review committee has decided that [state decision in detail at a 6<sup>th</sup> grade reading level].

The reasons for this decision are: [Explain at a 6<sup>th</sup> grade reading level in detail every reason for denial. In addition to explanation for decision, include specific references to approved medical necessity guidelines, rules, or protocols on which the decision is based in easily understood language. If denied because of insufficient information, identify all additional information needed to render decision.]

You or your representative may ask [Contractor Name] to see any information [Contractor Name] used to decide your Grievance, at no cost to you. Use the following to ask for the information used to decide your Grievance;

- Phone number: [Contractor phone #/toll-free TTY #];
- Fax number: [Contractor fax number]; or
- Mailing address:

**[Contractor Name and Address]**

**To continue getting services**

If you have been getting the services or items that are being reduced, changed or denied and you ask for a Fair Hearing (see instructions below) and your request is postmarked or hand-delivered within **10 days from the date of this notice**, the services or items will continue until a decision is made.

**If you do not agree with this decision,** you may ask for a Fair Hearing from the Department of Human Services. Your request for a Fair Hearing must be in writing and must be postmarked **within 120 days from the date on this notice.** Your request should include the following information:

- Your (the Participant's) name and date of birth;
- A telephone number where you can be reached during the day;
- Whether you want to have a hearing in person or by telephone;
- The reason(s) you are asking for a Fair Hearing, or a copy of this notice; and
- A copy of the original denial notice, if available.

Send your request for a Fair Hearing to the following address:

Department of Human Services—  
Adult Community Autism Program  
Complaint, Grievance and Fair Hearings  
P.O. Box 2675  
Harrisburg, PA 17105-2675

Or

Fax to: 717-265-7761

Or

Email to: RA-acap@pa.gov

The Department will issue a decision within 90 days from when you filed your Grievance with **[Contractor Name]**, not including the number of days between the date on this notice and the date you asked for a Fair Hearing. The Department will send you a decision in writing.

#### **To ask for an early decision**

If your Provider believes that waiting the usual time frame for deciding a Fair Hearing could harm your health, you may ask that the Fair Hearing take place more quickly. For a decision to be made more quickly:

- You can ask for an early decision by calling the Department at [###-###-####] or by faxing a letter to the Department at [###-###-####].

- Your Provider must fax a signed letter to [####-####-####] explaining why taking the usual amount of time to decide your request for a Fair Hearing could harm your health. If your Provider does not send a letter, your Provider must testify at the Fair Hearing to explain why taking the usual amount of time to decide your request for a Fair Hearing could harm your health.

The Department will schedule a telephone hearing and tell you its decision within 3 business days from when it receives your request.

### **Help with Your Request for a Fair Hearing**

If you need help asking for a Fair Hearing or have any other questions, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #], Pennsylvania Legal Services at 1-800-322-7572 ([www.palegalservices.org](http://www.palegalservices.org)), or the Pennsylvania Health Law Project at 1-800-274-3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

[Contractor Name]

cc:     [Participant Representative, if designated]  
[Service Provider, if applicable]  
[Prescribing Provider, if applicable]  
[Team]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## Appendix G (10)

### NOTICE OF FAILURE TO RECEIVE PROVIDER CERTIFICATION FOR AN EXPEDITED COMPLAINT OR GRIEVANCE

[Date Notice Mailed (no more than 2 days after date of decision to deny expedited review)]

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Subject: Request for an Expedited [Complaint][Grievance]

Dear [Participant Name]:

[Contractor Name] received your [Complaint][Grievance] about [identify subject of Complaint/Grievance], on [date] and your request to have the [Complaint][Grievance] decided more quickly than the usual [30, unless the Contractor will be using a shorter time frame to provide notice of Complaint/Grievance decisions]-day time frame. As we told you in the notice that you have filed your [Complaint][Grievance] about, in order for your [Complaint][Grievance] to be decided more quickly, your Provider should have sent us a signed letter stating that taking the usual amount of time to decide the [Complaint][Grievance] could harm your health. [Contractor Name] also asked your Provider for this letter.

[Contractor Name] has not received your Provider's letter and the information provided does not show that taking the usual amount of time to decide your [Complaint] [Grievance] could harm your health. [Contractor Name] will be deciding your [Complaint][Grievance] in the usual time frame of [30, unless the Contractor will be using a shorter time frame to provide notice of Complaint or Grievance decisions] days from when we first got your [Complaint][Grievance].

#### [Contractor: Choose one of the following two paragraphs]

#### The Complaint Process

#### **Complaint Review**

A committee of 3 or more people, including at least one person who does not work for

[Contractor Name], will meet to make a decision about your Complaint. This is called the “Complaint review.” The [Contractor Name] staff on the committee were not involved in and do not work for someone who was involved in the issue you filed your Complaint about.

## OR

### The Grievance Process

#### **Grievance Review**

A committee of 3 or more people, including a [licensed doctor] [professional with autism experience] and at least one person who does not work for [Contractor Name] will meet to decide your Grievance. This is called the “Grievance review.” The [Contractor Name] staff on the committee were not involved in and do not work for someone who was involved in the issue you filed your Grievance about.

At any time during the [Complaint][Grievance] process, you can have someone you know represent you or act for you. This person is “your representative.” If you decide to have someone represent you or act for you, tell [Contractor Name], in writing, the name of that person and how we can reach him or her.

[Contractor Name] will tell you the location, date, and time of the [Complaint][Grievance] review at least 10 days before the day of the [Complaint][Grievance] review.

You and your representative may appear at the [Complaint][Grievance] review in person or by phone. **[Or if videoconference is available:** You and your representative may appear at the [Complaint][Grievance] review in person, by phone, or by videoconference.] You may also bring a family member, friend, lawyer or other person to help you during the [Complaint][Grievance] review. If you decide that you do not want to attend, that will not affect the decision of the committee.

[Contractor Name] will mail you a letter within **[date that is no more than 30 days from receipt of the Complaint/Grievance]** days form the date you filed your [Complaint][Grievance] to tell you the decision on your [Complaint][Grievance].

#### **Information About Your [Complaint][Grievance]**

You or your representative may ask [Contractor Name] to see any information about the issue you filed your [Complaint][Grievance] about, at no cost to you. You may also send information that you have about your [Complaint][Grievance] to [Contractor Name]:

Use the following to ask for information about your [Complaint][Grievance] or to send information to [Contractor Name]:

- Phone number: [Contractor phone # & toll free TTY #];
- Fax number: [Contractor fax number]; or
- Mailing address: [Contractor address for requesting/sending information]

### **Help with Your [Complaint][Grievance]**

- If you need help with your [Complaint][Grievance], you can call [Contractor Name] at [Contractor phone #/toll-free TTY #] and [Contractor Name] will assign a staff person who has not been involved in the [Complaint][Grievance] issue to help you.
- If you have any other questions, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #], Pennsylvania Legal Services at 1-800-322-7572 ([www.palegalservices.org](http://www.palegalservices.org)), or the Pennsylvania Health Law Project at 1-800-274- 3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

**[Contractor Name]**

cc:     **[Provider] [Participant Representative, if designated]**

**[Include taglines in Attachment V]**

**[Include notice on nondiscrimination in Attachment IV]**

## **Appendix G (11)**

### **EXPEDITED [COMPLAINT][GRIEVANCE] DECISION NOTICE**

[Date Notice Mailed (no more than 2 days after the [Complaint][Grievance] decision)]

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Subject: Decision About Your Expedited [Complaint][Grievance]

Dear [Participant Name]:

[Contractor Name] has reviewed your [Complaint][Grievance] about [issue], received on [date].

Based on a review of all information provided, the [Complaint][Grievance] review committee has decided that [state decision in detail at a 6<sup>th</sup> grade reading level].

The reasons for this decision are: [Explain at a 6<sup>th</sup> grade reading level in detail every reason for denial. In addition to explanation for decision, include specific references to approved medical necessity guidelines, rules, or protocols on which the decision is based in easily understood language. If denied because of insufficient information, identify all additional information needed to render decision.]

You or your representative may ask [Contractor Name] to see any information [Contractor Name] used to decide your [Complaint][Grievance], at no cost to you. Use the following to ask for the information used to decide your [Complaint][Grievance]:

- Phone number: [Contractor phone #/toll-free TTY #];
- Fax number: [Contractor fax number]; or
- Mailing address:

[Contractor Name and Address]

**To continue getting services**

If you have been getting the services or items that are being reduced, changed, or denied and you ask for a Fair Hearing (see instructions below) and your request is postmarked or hand-delivered within **10 days from the date on this notice**, the services or items will continue until a decision is made.

**If you do not agree with this decision**, you may ask for a Fair Hearing from the Department of Human Services.

**To ask for an early decision**

If your Provider believes that waiting the usual time frame for deciding a Fair Hearing could harm your health, you may ask that the Fair Hearing take place more quickly. For a decision to be made more quickly:

- You can ask for an early decision by calling the Department at [###-###-####] or by faxing a letter to the Department at [###-###-####].
- Your Provider must fax a signed letter to [###-###-####] explaining why taking the usual amount of time to decide your request for a Fair Hearing could harm your health. If your Provider does not send a letter, your Provider must testify at the Fair Hearing to explain why taking the usual amount of time to decide your request for a Fair Hearing could harm your health.

The Department will schedule a telephone hearing and tell you its decision within 3 business days from when it receives your request.

Even if you no longer need an early decision, you may ask for a Fair Hearing. Your request for a Fair Hearing must be in writing and must be postmarked **within 120 days from the date on this notice**. Your request should include the following information:

- Your (the Participant's) name and date of birth;
- A telephone number where you can be reached during the day;
- Whether you want to have a hearing in person or by telephone;
- The reason(s) you are asking for a Fair Hearing, or a copy of this notice; and
- A copy of the original denial notice, if available.

Send your request for a Fair Hearing to the following address:

Department of Human Services – Adult Community Autism Program  
Complaint, Grievance and Fair Hearings P.O.  
Box 2675  
Harrisburg, PA 17105-2675

Or

Fax to: 717-265-7761

Or

Email to: RA-acap@pa.gov

The Department will make a decision within 90 days from when you filed your [Complaint][Grievance] with [Contractor Name], not including the number of days between the date on this notice and the date you asked for a Fair Hearing. The Department will send you a decision in writing.

#### **Help with Your Request for a Fair Hearing**

If you need help asking for a Fair Hearing or have any other questions, you can call [Contractor Name] at [Contractor phone #/toll-free TTY #], Pennsylvania Legal Services at 1-800-322-7572 ([www.palegalservices.org](http://www.palegalservices.org)), or the Pennsylvania Health Law Project at 1-800274-3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

[Contractor Name]

cc: [Participant Representative, if designated]  
[Service Provider, if applicable]  
[Prescribing Provider, if applicable]  
[Team]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## Appendix G (12)

### SCHEDULING REVIEW TEMPLATE

**Date Letter Mailed (must be at least 10 days prior to the review date.)**

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Subject: Your [Complaint][Grievance] About [Issue]

Dear [Participant Name]:

[Contractor Name] received your [Complaint] [Grievance] about [identify the subject of the Complaint/Grievance] on [date of receipt].

The meeting to review your [Complaint] [Grievance] will be held at:

[time of committee meeting] on [date of committee meeting] at [location of the meeting].

You may attend the review meeting [Contractor: Choose appropriate option: [by phone or in-person] [by phone, in-person, or by videoconference]]. If you and your representative, if you have a representative, want to attend the review meeting, please contact [Contractor Name] within [Contractor may choose the time frame] days of getting this letter at [Contractor phone # & toll free TTY] and tell [Contractor Name] how you will be attending the review. If you want to attend the review meeting, and you or your representative are not available on the day and time above, [Contractor Name] will change the date and time of the review meeting.

If you do not attend the review meeting, it will not affect the review committee's decision and the meeting will continue without you.

If you have any questions about this letter, please call [insert name] at [phone number].

**Sincerely,**

[Contractor Name]

cc: [Participant Representative, if designated]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

## Appendix G (13)

### IN-PERSON SCHEDULING REVIEW TEMPLATE

**Date Letter Mailed (Day Contractor is informed of the request for in-person review)**

Participant Name

Address

City, State Zip

Participant ID: \*\*\*\*\*

Subject: Your [Complaint][Grievance] About [Issue]

Dear [Participant Name]:

[Contractor Name] received your request for an in-person review of your [Complaint] [Grievance] about [identify subject of Complaint/Grievance].

The meeting to review your [Complaint] [Grievance] will be held at:

[time of committee meeting] on [date of committee meeting] at [location of the meeting].

This location is physically accessible for persons with disabilities. [Contractor include the following if applicable:] We have included with this letter directions to the location of the review and information on parking. When you arrive for the review, please let the [staff person, front desk, receptionist] know, and he or she will tell you where the review will take place.

If you no longer want to attend the review in person, need to reschedule the in-person review, or have decided to attend by telephone instead, please call [Contractor Name] as soon as possible at [Contractor phone # & toll Free TTY #]. If you decide not to attend the review meeting, it will not affect the review committee's decision, and the meeting will continue without you.

<b>In-Person Review Committee</b>
-----------------------------------

At your review the [Complaint][Grievance] committee [member][members] who will be physically present will be [insert titles and committee role; if licensed physician or professional with autism experience include specialty/qualifications]. [Contractor include the following if not all member will be present: Other committee

[member][members] who will take part in the review will participate by secure videoconference are [insert titles and committee role; if licensed physician or professional

**[with autism experience include specialty/qualifications]. [Contractor include the following if the licensed physician or professional with autism experience will not be present or participating by videoconference] [Insert title and specialty] will participate by telephone.]**

### **Information About Your [Complaint][Grievance]**

You may send information about your [Complaint][Grievance] to [Contractor Name]. To send information about your [Complaint][Grievance]:

- Mail the information to

**[address for sending information]**

- Fax the information to **[Contractor fax number]**

If you cannot send the information before the in-person review meeting, bring the information with you to the meeting. **[Contractor include the following if not all members of the review committee will be present at the review meeting]: [Contractor Name] will [scan][fax] the information to any members of the review committee who will not be physically present at the review meeting before the start of the review meeting.**

If you have any questions about this letter, please call **[Contractor Name]** at **[phone #/toll-free TTY#]**.

Sincerely,

**[Contractor Name]**

cc: **[Participant Representative, if designated]**

**[Include taglines in Attachment V]**

**[Include notice on nondiscrimination in Attachment IV]**

## **Appendix H**

### **PROTOCOL**

#### **Chapter 1** **GENERAL INFORMATION & ORGANIZATION**

##### **I. DESCRIPTION OF THE CONTRACTOR**

- A. Describe how the Contractor is organized under State law. If the Contractor does business as (d.b.a.) a name or names different from the name shown on its articles of incorporation, provide such name(s). Provide the name the Contractor will use for ACAP.
- B. If the Contractor is part of a corporate entity, describe the Contractor's relationship to the corporate board and to any parent, affiliate or subsidiary corporate entities and provide an organizational chart.
- C. Briefly describe the history of the Contractor's organization and its current operations. Include significant aspects of the Contractor's current financial, marketing, general management, and health services delivery activities that would support the Contractor's ability to serve adults with a diagnosis of Autism Spectrum Disorders (ASD). Include the extent to which the Contractor currently provides services to adults with a diagnosis of ASD.

##### **II. PERSONNEL REQUIREMENTS (Article II, Section 2.5.I; Appendix D)**

- A. Submit an organizational chart that shows the personnel required by the Agreement. The organizational chart should indicate if any of the required personnel have a relationship to any other organizational entities in addition to the Contractor.
- B. Provide a copy of the position descriptions and resumes for the Executive Director, Chief Financial Officer, Behavioral Health Practitioners, Medical Director, Clinical Director, Employment Services Director, Family Services Social Worker, and Supports Coordinator(s),
- C. Provide a copy of the position description for the Behavioral Specialist, Skill Building Specialist, Job Developer and Community Supports Professional.

III. GOVERNING BODY (Article II, Section 2.5.A; Article VI, Section 6.1.A.5)

- A. List who will be on the Governing Body, including their positions and the knowledge and experience that they have that is appropriate to the Governing Body's functions.
- B. Provide the name and phone number for a contact person for the Governing Body.
- C. Explain how the Governing Body will do the following:
  - 1. Plan, organize, administer, oversee and evaluate the operations and performance of the Plan;
  - 2. Be responsible for the Contractor's fiduciary obligations and for ensuring that the Contractor satisfies its obligations to the Department and Participants; and
  - 3. Review reports and records submitted as a result of the plan of Quality Assurance and Improvement.

IV. MEMBER ADVISORY COMMITTEE (Article II, Section 2.5.B; Article V, Section 5.1.A; Article XI, Sections 6.1.B.1 & 6.1.C.1)

- A. List who will be on the Member Advisory Committee and explain why each person was chosen to be on the Member Advisory Committee.
- B. Explain how the Member Advisory Committee will perform the following:
  - 1. Report to and advise the Governing Body; and
  - 2. Establish committees on matters related to the complaint and grievance processes, quality management and utilization review processes, and ethics; support these committees; and be accountable to the Governing Body on issues addressed by these committees.

V. NATURAL DISASTERS (Article II, Section 2.1.AA)

Provide a copy of the procedures to manage natural disasters in the Service Area.

## **Chapter 2** **ACAP ADMINISTRATION**

### I. **TRAINING** (Article II, Section 2.1.V; Article VIII, Section 8.1.B; Appendix E)

Explain the Contractor's training program. Include the following:

- A. A detailed description of how the Contractor will determine if its staff and Network Providers are competent to deliver the services they are to provide;
- B. How and when the Contractor's staff and Network Providers will receive the training developed by the Department and required by Appendix E;
- C. How and when the Contractor's staff and Network Providers will receive training in CPR and crisis prevention and intervention including training on Seclusion and Restraint consistent with the Agreement's requirements on Seclusion and Restraint; and
- D. How the Contractor will train its staff on HIPAA privacy policies.

### II. **PROGRAM INTEGRITY** (Article II, Section 2.5.H.4; Article IX, Sections 9.9 & 9.10)

- A. Provide a copy of the compliance plan that contains the elements included in the Agreement from CMS publication "Guidelines for Constructing a Compliance Program for Medicaid Managed Care Organizations and Prepaid Health Plans" found at [www.cms.hhs.gov/states/fraud](http://www.cms.hhs.gov/states/fraud).
- B. Submit written policies and procedures for the prevention, detection, investigation, and reporting of suspected fraud and abuse, including the policies required under the Deficit Reduction Act, 42 U.S.C. § 1396a(a)(68).
- C. Indicate the process used to ensure that the Contractor does not do the following:
  - 1. Subcontract with providers that have been excluded from participation in Medicare or any State Medicaid or other health care program; and
  - 2. Has a Relationship, as defined in the Agreement, with an individual or an Affiliate, of an individual, as defined in the Federal Acquisition Regulation, 48 CFR Parts 1-51, who is barred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under

regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549.

- D. Describe how the Contractor will ensure that no member of the Governing Body, any of its officers or directors, or its employees currently has or will acquire any interest, direct or indirect, which would conflict in any manner or degree with the Contractor's performance of the Agreement.

III. PARTICIPANT RECORDS (Article II, Section 2.1.C)

- A. Explain how the Contractor will ensure that Providers maintain a record for each Participant and that the record documents all care provided.
- B. Explain how the Contractor will ensure that it has a record for each Participant that contains all of the elements specified in the Agreement.

IV. ADMITTANCE TO AN INSTITUTION FOR MENTAL DISEASE (Article II, Section 2.1.HH)

Explain how the Contractor will monitor a Participant that is admitted to an Institution for Mental Disease (IMD).

V. MORAL OR RELIGIOUS OBJECTIONS TO SERVICES (Article II, Section 2.1.S).

List any counseling or referral services the Contractor objects to providing or arranging on moral or religious grounds and describe how the Contractor will inform Applicants prior to enrollment that the Contractor does not provide or arrange for the provision of these services.

VI. INCIDENT REPORTS (Article II, Section 2.1.K)

Explain how the Contractor will ensure that it responds, reports, and follows up on all incidents as specified in Appendix B of the Agreement.

VII. INFORMATION SYSTEMS (Article II, Section 2.5.E)

- A. Describe the computer software and required licenses the Contractor has or will purchase for the Contractor's and the Department's use that will allow for

electronic communication and transfer of information between the Contractor and the Department and will allow the Contractor to collect, analyze, integrate, and report data.

- B. Describe where the backup files for all electronically stored information will be located.

VIII. **FEDERAL REQUIREMENTS** (Article IX, Section 9.12)

Describe how the Contractor will determine if it and its Providers are complying with the federal requirements specified in Article IX, Section 9.12 of the Agreement.

## **Chapter 3** **PROVIDERS**

I. **PROVIDER SELECTION** (Article II, Section 2.5.H)

Submit the policies and procedures for the selection and retention of Network Providers.

II. **CONTRACTED SERVICES** (Article II, Sections 2.1.G, H, I; 2.5.G.2 & 4-6; Article XI, Section 9.9.H)

- A. Provide a list of all Provider subcontracts that includes the Provider name, address, phone number, services provided under the subcontract, subcontract expiration date, and whether or not the subcontract is automatically renewable.
- B. Explain how the Contractor has determined that its Network is sufficient to provide Participants with prompt access to Covered Services that are not required to be delivered directly by the Contractor and a choice of at least two (2) Network Providers in the following disciplines: Primary care (including family practitioners and general internists), psychiatry, neurology, gynecology, urology, gastroenterology, endocrinology, dentistry, and optometry.
- C. Explain how the Contractor will ensure the following:
  1. Network Providers offer hours of operation that are no less than the hours of operation offered to commercial patients or comparable to the hours offered for individuals who receive Medical Assistance services in the Fee-for-Service delivery system;
  2. Providers respond, report, and follow up on critical incidents as specified in Appendix B of the Agreement;
  3. Provider facilities and offices are accessible to individuals with disabilities; and
  4. Providers are enrolled in the Medical Assistance Program.
- D. Provide a copy of a sample Provider subcontract for the purchase of services.

III. **PRIMARY CARE PROVIDERS** (Article II, Sections 2.1.J)

- A. Describe the Contractor's process for assigning Primary Care Providers (PCP), including how the Contractor will ensure that Participants will be offered a choice of at least two (2) PCPs, how the Contractor will determine if a Participant should be assigned a PCP that is a specialist, and how the Contractor will assign a PCP if a Participant fails to choose a PCP within fourteen (14) days of enrollment in the Plan.
- B. Submit the procedures and policies for allowing Participants to change PCPs.

IV. **AFTER-HOURS CALL-IN SYSTEM** (Article II, Sections 2.1.D & E)

Describe the Contractor's after-hours call-in system, including how the Contractor will ensure that a physician and a Behavioral Specialist are on call twenty-four (24) hours per day, seven (7) days per week, three-hundred sixty-five (365) days per year.

V. **PROVIDER MONITORING** (Article VI, Section 6.1.A.2 & 3)

- A. Explain how the Contractor will monitor Provider compliance with the standards for timely access to care and services specified in the Agreement and how the Contractor will ensure that problems with timely access to care and services are fixed.
- B. Describe how the Contractor will monitor the performance of its Providers on an ongoing basis, including how the Contractor will formally review all Providers at least annually and how if any deficiencies or areas of improvement are identified, the Contractor will ensure that these are corrected.

VI. **PROVIDER TERMINATION** (Article II, Section 2.5.G.9)

- A. Explain how the Contractor will determine who should be sent a written notice if a Provider terminates or the Contractor terminates a Provider.
- B. Describe how the Contractor will ensure continuity of service when a Provider terminates or is terminated by the Contractor.

## **Chapter 4** **FINANCIAL**

### I. FISCAL SOUNDNESS

- A. Provide the independently certified audited financial statements for the three (3) most recent fiscal years or, if operational for a shorter period of time, for each fiscal year the Contractor has been in operation. The financial statements are to include:
  1. Opinion of a certified public accountant;
  2. Statement of revenues and expenses;
  3. Balance sheet;
  4. Statement of cash flow;
  5. Explanatory notes;
  6. Management letters; and
  7. Statements of changes in net worth.
  8. Contractor's calculation of the profit sharing/repayment/recoupment, as required by Appendix L.
  9. Contractor's calculation of the Medical Loss Ratio (MLR) as described in section 10.1.A.4. The MLR Report shall include a comparison of the MLR with the audited financial report as required in 42 CFR 438.8(k)(1)(xi).
- B. Provide a copy of the Contractor's most recent year-to-date un-audited financial statement.
- C. Provide independently certified audited financial statements of guarantors, and lenders (organizations providing loans, letters of credit or other similar financing arrangements, excluding banks).
- D. Provide financial projections for a minimum of one (1) year from the date of the latest submitted financial statement. Include projections from the date of the latest financial statement through one (1) year beyond break even. Describe the

financing arrangements and include all documents supporting these arrangements for any projected deficits.

Financial projections should be prepared using the accrual method of accounting in conformity with generally accepted accounting principles (**GAAP**). Prepare projections using the pro-forma financial statement methodology. For a line of business, assumptions need only be submitted to support the projections of the line. Projections must be given in gross dollars as well as on a per member per month basis. Quarters should be consistent with standard calendar year quarters. Include year-end totals.

If the Contractor has a category of revenue and/or expense that is not included in the Financial Report Format (see Attachment II of the Agreement), provide an explanation.

Projections must include the following:

1. Quarterly balance sheets for the Contractor;
2. Quarterly statements of revenues and expenses for the Contractor. If ACAP is a line of business, the Contractor should also complete a statement of revenue and expenses for the line-of-business;
3. Quarterly statements of cash flows; and
4. Operating and capital budget breakdowns

## II. RISK RESERVE (Article II, Section 2.5.M)

- A. Describe the Contractor's plan for a risk reserve in the event the Contractor becomes insolvent.
- B. Demonstrate that the Contractor has arrangements in place in the amount of one month's total capitation revenue and one (1) month's average payment to Providers to cover expenses in the event the Contractor becomes insolvent.

## III. INSOLVENCY (Article II, Section 2.5.N; Article XI, Section 11.4.A)

Describe how in the event of insolvency the Contractor will do the following:

- A. Continue to provide Authorized Services until the Contractor finds other services for all of the Participants; and
- B. Protect Participants from liability for payment of debts that are the Contractor's obligation.

IV. **INSURANCE** (DHS Addendum to Standard Contract Terms and Conditions)

Submit current certificates of insurance for malpractice insurance for the Contractor's health care personnel; workers compensation insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the Contractor's site; and public liability and property damage insurance to protect the Commonwealth, the Contractor, and any all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from any property damage, which may arise from the activities performed under the Agreement or the failure to perform under the Agreement whether such performance or nonperformance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either.

V. **COST AVOIDANCE** (Article II, Section 2.5.J)

Describe how the Contractor will fulfill its responsibility for cost avoidance through the coordination of benefits for public and private resources, including but not limited to, Medicare, private health insurance, Employees Retirement Income Security Act of 1974 (ERISA), 29 U.S.C. §§ 1001, et. seq., plans and worker's compensation.

## **Chapter 5** **OUTREACH AND MARKETING**

### **OUTREACH AND MARKETING** (Article IV, Section 4.1)

- A. Provide a copy of the Contractor's plan for outreach, marketing, and enrollment that includes how outreach to potential Applicants will be made; how ACAP will be promoted; a schedule for the sequence and timing of promotional and enrollment activities in the Service Area; and development and procurement of resources needed for implementation. Describe also how the Contractor will inform potential Applicants of the basic features of the Plan, which populations are eligible and ineligible for ACAP, and the Plan's responsibilities for coordinating care.
- B. Provide copies of all outreach and marketing materials the Contractor intends to distribute.
- C. Identify the prevalent non-English languages spoken in the Service Area.
- D. Explain how potential Applicants will be notified of the following:
  - 1. That outreach and marketing materials are available in prevalent non-English languages and how to access them; and
  - 2. That oral interpretation services are available for all outreach and marketing materials free of charge and how to access the service.
- E. Provide examples of the alternative formats the Contractor will use for outreach and marketing materials that take into consideration the special needs of those, who for example, are visually limited or have limited reading proficiency. Explain how potential Applicants will be informed that alternative formats are available and how to access them.
- F. Explain how the Contractor will ensure that all staff and Providers who have contact with potential Applicants are fully informed of and understand the Contractor's policies for outreach, enrollment, and disenrollment.

## **Chapter 6** **SERVICES**

I. **SERVICE DELIVERY** (Article II, Section 2.1.EE, M, U, & Z)

- A. Describe how the Contractor will ensure that services are provided to all Participants, including those with limited English proficiency and diverse cultural and ethnic backgrounds, in a culturally competent manner.
- B. Provide a copy of the procedures to coordinate the Authorized Services provided to a Participant with services he or she receives outside of the Plan and inform all Providers as necessary of the Participant's needs as identified by the Contractor and the Authorized Services delivered to the Participant to prevent duplication of activities.
- C. Provide a copy of Contractor's performance standards.
- D. Describe how the Contractor will ensure that the care and services required under the Agreement are provided and administered in accordance with accepted medical and behavioral health practices and professional standards.

II. **ADDITIONAL SERVICES** (Article II, Section 2.3.B)

List any services the Contractor will provide that are not Capitation Services and explain why the Contractor has chosen to provide these services and how the Contractor will ensure that these services are generally available to all Participants and authorized if medically necessary.

III. **TEAM** (Article II, Section 2.1.L & CC)

- A. Describe how the membership of a Participant's Team will be determined and how the Contractor will ensure that Team members do not change except as necessary to meet the needs of the Participant.
- B. Submit a copy of the Contractor's policies and procedures that address responsibility for scheduling and facilitating Team meetings, handling and resolving Team conflicts, and how Team members will be kept informed of the Participant's behavioral and health status.

IV. INDIVIDUAL SUPPORT PLAN (ISP) (Article II, Section 2.1.L)

- A. Submit a sample ISP, which may include a BSP, a CIP, and SBP, and a medication therapeutic management plan.
- B. Explain how the Team will do the following:
  - 1. Use the Person-Centered Planning process to develop the Initial ISP and develop, review, update, and revise the ISP; and
  - 2. Develop an ISP that is consistent with and supports the Participant's functional behavioral assessment and includes a BSP, a CIP, SBP, and a medication therapeutic management plan.
- C. Explain how the Contractor will ensure that the Team develops an ISP within fourteen (14) days of being notified by BSASP that an Applicant is eligible to enroll in the Plan, and reviews the ISP at least every three (3) months and after each episode that triggers implementation of the Crisis Intervention Plan or the use of a Restraint, and reassess and updates ISP at least annually.

V. PRACTICE GUIDELINES (Article II, Sections 2.1.Y)

- A. Submit the practice guidelines established by the Contractor that will govern the authorization and delivery of services.
- B. Describe how the Contractor will ensure that the practice guidelines are shared with all affected Providers, and upon request, with Participants and Applicants.
- C. Describe the process the will be used to ensure that decisions regarding utilization management; Participant education; coverage of services; information provided to the Participant and, if appropriate, the Participant's representative concerning the Participant's diagnosis and treatment options; and other areas to which the guidelines apply are consistent with the guidelines.

VI. SERVICE AUTHORIZATION (Article II, Section 2.1.N & Section 2.4)

Submit the policies and procedures for the timely resolution of a request submitted on behalf of a Participant to initiate, terminate, reduce, or application of the practice guidelines for authorization decisions, and consultation with the requesting Provider when appropriate.

- A. List who will be responsible for making decisions to deny requests for services or authorize services in an amount, duration or scope that is less than requested. Include their clinical expertise and how each person will be compensated.
- B. Explain how the Contractor will ensure the following:
  - 1. Authorized Services are sufficient in amount, duration, and scope to reasonably be expected to achieve the purpose for which the services are furnished;
  - 2. Each Authorized Service is the least-restrictive, most-inclusive, and cost-effective feasible option that meets the Participant's needs;
  - 3. Services are denied or authorized in an amount, duration, or scope less than requested only on the basis of lack of medical necessity or inconsistency with accepted medical and behavioral health practices and professional standards; and
  - 4. That the amount, duration, or scope of a service is not arbitrarily denied, reduced, or terminated solely because of the diagnosis, illness, or condition of the Participant.
- C. Explain how the Contractor will ensure that the time frames for service authorization included in the Agreement are met.
- D. Submit a sample of the notice that will be used to communicate the decision on the ISP to the Supports Coordinator and PCP.
- E. Explain how the Contractor will ensure that the explanation of why a service was denied or authorized in an amount, duration, or scope that is less than requested is written in a language that is readily understandable by a layperson, at a fourth grade reading level.

VII. TIMELINESS OF SERVICES (Article II, Sections 2.1.F & O) Explain how the Contractor will ensure the following;

- A. Authorized Services are delivered promptly and consistent with the needs of the Participant;
- B. Urgent medical or behavioral condition cases are scheduled by the Contractor with the PCP or the Behavioral Specialist to take place within twenty-four (24)

hours of the request for an appointment and with other specialists to take place within twenty-four (24) hours of referral;

- C. Routine appointments are scheduled by the Contractor with the PCP to take place within seven (7) days of the request for an appointment and with the specialist to take place within seven (7) days of referral;
- D. Each Participant has a general physical examination within three (3) months and three (3) weeks of enrollment and annually thereafter, during the first three (3) months after the first Participant is enrolled in the Plan, unless the Participant had a complete physical examination within three (3) months before enrolling in the Plan and the Team agrees that an examination is unnecessary; and
- E. Each Participant has a general physical examination within three (3) weeks of enrollment and annually thereafter, after the first three (3) months after the first Participant is enrolled in the Plan, unless the Participant had a complete physical examination within three (3) months before enrolling in the Plan and the Team agrees that an examination is unnecessary.

VIII. OUT OF NETWORK SERVICES (Article II, Section 2.1.P)

Describe how a Participant will access services out of network if the Contractor cannot directly or through Network Providers provide a Medically Necessary Covered Service.

**Chapter 7**  
**PARTICIPANT RIGHTS,**  
**RESPONSIBILITIES, AND EDUCATION**

I. **EXPLANATION OF RIGHTS AND RESPONSIBILITIES** (Article IV, Section 4.2.C)

- A. Describe how and when Participants will be informed verbally of their rights and responsibilities.
- B. Explain how Participants that do not understand English will be informed of their right to written information in the prevalent non-English language of the Service Area and their right to free oral interpretation services in any language.
- C. Explain how Participants with special needs, who are, for example visually impaired or have limited reading proficiency, will be informed of their right to information in an alternative format or manner that takes into consideration their special needs.

II. **EDUCATION OF PROVIDERS ABOUT COMPLAINT, GRIEVANCES, AND FAIR HEARING RIGHTS** (Article II, Section 2.5.G.7)

Describe how and when the Contractor will inform Providers of Participants' Grievance, Complaint, and Fair Hearing rights.

III. **ADVANCE DIRECTIVES** (Article II, Section 2.5.L)

- A. Submit the Contractor's policies and procedures on Advance Directives.
- B. Submit the written information that will be given to all Participants at enrollment concerning the Contractor's policies and procedures on Advance Directives.
- C. Describe how the Contractor will inform Participants of their right to request information on the Contractor's policies and procedures on Advance Directives annually.

IV. **SECLUSION AND RESTRAINT** (Article II, Section 2.2)

- A. Submit the Contractor's policies and procedures on Seclusion and Restraint.

- B. Explain how the Contractor will ensure that its staff and Providers do the following:
1. Do not use Seclusion for any reason;
  2. Do not use a prone Restraint for any reason;
  3. Use only clinically approved Restraints and receive training on the appropriate use of these Restraints.
  4. Try all less intrusive alternatives to de-escalate a Participant's behavior prior to using a Restraint;
  5. Use a Restraint only as a last resort and only to control acute episodic behavior that poses a threat to a Participant or others, to protect a Participant's health or safety, or to protect the health and safety of others;
  6. Consider a Participant's medical and behavioral health history prior to using a Restraint.
  7. Use only the type of Restraint identified in the BSP and change the position of the Restraint at least every ten (10) minutes.
  8. When a Restraint is used, continuously observe the physical and emotional condition of the Participant and document the observations at least every ten (10) minutes in the Participant's record.
  9. Immediately release a Participant from a Restraint as soon as it is determined that the Participant is no longer a threat to himself or herself or to others, which may not exceed thirty (30) minutes in a two (2) hour period;
  10. When a Restraint is used, inform the Participant as early as possible in the Restraint process, what is needed for the Restraint to be released.
  11. File an incident report any time a Restraint is used as specified in Appendix B.
  12. Do not use a Restraint as a punishment, therapeutic technique, or for convenience.

V. **COMPLAINT, GRIEVANCE, AND FAIR HEARINGS** (Article V, Section 5.1; Appendix G)

- A. Submit a copy of the Contractor's Complaint, Grievance, and Fair Hearing policies and procedures.
- B. Describe the data system the Contractor will use to process, track, and trend all Complaints and Grievances.
- C. Describe how data from Complaints and Grievances will be collected, aggregated, analyzed, trended, and included in the Quality Assurance and Improvement program.
- D. Provide the toll-free number that will be used for Complaints and Grievances.
- E. List the staff that will be responsible for receiving, processing, and responding to Complaints and Grievances and include the training each staff person will receive.
- F. Explain what assistance the Contractor's staff will offer to Participants throughout the Complaint and Grievance processes.
- G. Explain how the Contractor will ensure that anyone who participates in making the decision on a Complaint or Grievance was not involved in or does not supervise a person involved in any review or decision-making on the issue that is the subject of the Complaint or Grievance or in the development of the Participant's Initial ISP or FBA-Based ISP, including the CIP and BSP.
- H. Provide the position description for the Customer Service Representative.

VI. **PARTICIPANT EDUCATION** (Article II, Section 2.1.Q)

Submit the policies and procedures regarding ongoing Participant education.

## **Chapter 8** **QUALITY ASSURANCE & IMPROVEMENT**

I. **PLAN OF QUALITY ASSURANCE & IMPROVEMENT** (Article VI, Section 6.1.A.5)

Provide a copy of the Contractor's Quality Assurance and Improvement plan.

II. **MEASURING QUALITY AND IMPROVEMENT** (Article X, Section 10.3; Appendix K)

A. Describe the methodology the Contractor will use to demonstrate the following:

1. Improvement in behavioral stability of the Participants as measured by:

- a. Fewer episodes of:
  - i. Law enforcement involvement
  - ii. Psychiatric emergency room care
  - iii. Psychiatric inpatient hospitalization
  - iv. Crisis Intervention Plan use
  - v. Mental health crisis interventions

b. Increases in:

- i. Percentage of Participants with jobs or engaging in volunteer work
- ii. Number of hours Participants work or are engaged in volunteer work
- iii. Participants' independence and social skills
- iv. Parental satisfaction and quality of life indicators
- v. Participant's quality of life

2. Improvement in access to medical services including:

- a. Initial visit with a PCP within three (3) weeks of enrollment
- b. Annual dental exams

- c. Improved diabetes management
  - d. Annual gynecological exams
- B. Describe how the Contractor will regularly evaluate Participants' satisfaction with services.

III. **AUDITS OF MEDICAL AND SERVICE RECORDS** (Article VI, Section 6.1.A.1)

Describe the Contractor's plan for performing quarterly audits of medical and service records to ensure record entries are appropriate, complete, and legible, and contain all required information such as assessments, progress notes, responsible Provider signatures, and recording of services delivered.

IV. **COMMITTEES** (Article V, Section 5.1.A; Article VI, Sections 6.1.A.4, B.1, & C.1)

- A. List who will be on the Complaint and Grievance Committee and explain why each person was chosen to be on the Committee.
- B. List who will be on the committee composed primarily of Participants that will report directly to the Member Advisory Committee on, at a minimum, issues of Participant satisfaction, quality of care, and service delivery, and explain why each person was chosen to be on the Committee.
- C. List who will be on the Ethics Committee and explain why each person was chosen to be on the Committee.
- D. List who will be on the Quality Management Committee and explain why each person was chosen to be on the Committee.

## **Chapter 9** **PARTICIPANT ENROLLMENT AND DISENROLLMENT**

### I. ELIGIBILITY TO ENROLL (Article IV, Section 4.3.C.5.b)

Explain how the Contractor will determine if an Applicant:

- A. Does not exhibit levels of extremely problematic behaviors that would present a danger to self or others (such as suicidal or homicidal ideation, stalking, pedophilia, physical assaults, self- mutilations, bomb or fire threats) or threat to property;
- B. Resides or plans to reside in the Service Area at the time of enrollment;
- C. Is willing to disenroll from a Medical Assistance Managed Care Organization (MCO), if enrolled;
- D. Is willing to enroll in the Contractor's Plan; and
- E. Has a diagnosis of ASD.

### II. ENROLLMENT PROCESS (Article IV, Sections 4.2.D & 4.3.C.5)

- A. Describe what the Contractor plans to do during the in-home assessment.
- B. Explain how the Contractor will ensure that it meets the time frame for completion of the eligibility determination.
- C. Explain the Contractor's process for reviewing the Participant Handbook and the Enrollment Agreement with the Participant or the Participant's representative, as appropriate.

### III. IDENTIFICATION CARD SLEEVE/STICKER (Article IV, Section 4.3.E)

Submit a copy of the identification card sleeve/sticker for the Medical Assistance Card the Contractor will use to identify the Participant as a Participant in the Plan.

IV. DISENROLLMENT (Article IV, Section 4.4)

- A. Describe how the Contractor will assist individuals who disenroll.
- B. Describe how the Contractor will notify Participants annually of their right to terminate enrollment at any time.
- C. Identify the Contractor staff involved in involuntary disenrollment decisions.

## **Chapter 10** **PAYMENT**

### **ROOM AND BOARD** (Article 3, Section 3.1.C)

- A. Describe how the Contractor will determine the amount of room and board a participant must pay.
- B. Describe how the Contractor will collect any amount owed for room and board from the Participant.

## **Chapter 11** **DATA COLLECTION, RECORD MAINTENANCE & REPORTING**

- I.     MAINTENANCE OF RECORDS (Article VII, Sections 7.1 & 7.2)
  - A.    Describe how the Contractor will maintain records, books, and data for the purposes of medical and financial audits, inspections, and examinations pertaining to the Contractor's performance under the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement.
  - B.    Explain how the Contractor will preserve the records, books, and data Contractor is required to maintain under the Agreement for a period of ten (10) years from the termination date of the Agreement and retain all documents relating to litigation, adjudicatory proceedings, claims negotiations, audits or other actions including appeals, commenced during the term of the Agreement and during the ten (10) year post-Agreement period, until such proceedings have reached final disposition.
  
- II.    CONFIDENTIALITY (Article VIII, Sections 8.1.A & 8.2)
  - A.    Describe how the Contractor will protect all information, records, and data collected in connection with the Agreement from unauthorized disclosure, including how the Contractor will ensure access to such information is limited to the Participant, the Contractor, Providers, and the Department or the Department's designee in performance of duties related to the Agreement.
  - B.    Explain how the Contractor will ensure the physical security of data under its control.
  
- III.   REPORTING REQUIREMENTS (Article X, Section 10.1)
  - A.    Describe how the Contractor will collect the data needed to submit financial reports, enrollment reports, complaint/grievance reports, third party liability reports, and services reports.
  - B.    Explain how the Contractor will ensure that it submits reports in the format and frequency required by the Agreement

## **APPENDIX I**

### **CAPITATION RATE METHODOLOGY**

The Capitation Rate is developed in accordance with rate-setting guidelines established by CMS in 42 CFR § 438.4 (actuarial soundness) and CFR § 438.5 (rate development standards).

The Capitation Rate is based on generally accepted actuarial practices and principles applied by actuaries meeting the qualification standards of the American Academy of Actuaries for Medicaid populations and services covered under the Agreement.

There are two (2) rates: 1) Community Support (risk-based) and 2) Institutionalized (non-risk based). If a Participant is not residing in an ICF or resided in an ICF for less than 24 consecutive months after enrollment in ACAP, services for the Participant will be reimbursed at the Community Support rate. If a Participant has resided in an ICF for at least 24 consecutive months after enrollment in ACAP, services for the Participant will be reimbursed at the Institutionalized rate, which is the State Plan rate for the services actually furnished to enrollees and an associated administrative fee as described in 42 CFR § 447.362.

The Capitation Rate is developed using a combination of data sources, including but not limited to Contractor financial reports, Contractor encounter data, managed care behavioral health, physical health, fee for service ICF, and community-based services for Medical Assistance recipients twenty-one (21) years of age and over who are diagnosed with ASD. The Capitation Rate includes unitization and actual costs of in lieu of services. The base data may be adjusted using:

- Trend factors to forecast expenditures and utilization to the appropriate contract period;
- Blending of community and institutional experience to reflect anticipated institutional utilization in the Community Support rate cell;
- Anticipated changes in utilization resulting from changes in care management and initial enrollment guidelines;
- Data smoothing; and
- Non-benefit expense loading

The Capitation Rate for our State Fiscal Year 2019/2020:

- Community Support \$6,082.00

The projected expenditures for fiscal year 2019/2020 are as follows:

**Enrollment of 200 July 1, 2019 – June 30, 2020**

**July 2019 through December 2019:**

Commonwealth	- \$3,484,986
Federal	<u>- \$3,813,414</u>
Total	- \$7,298,400

**January 2020 through June 2020:**

Commonwealth	- \$3,032,485
Federal	<u>- \$4,265,915</u>
Total	- \$7,298,400

**Total:**

Commonwealth	- \$ 6,517,471.00
Federal	<u>- \$ 8,079,329.00</u>
Total	- \$ 14,596,800.00

## APPENDIX J

### DISENROLLMENT LETTERS

#### **Voluntary Disenrollment**

Participant's Name

Address

Phone Number

Date

Re: Your Request to Disenroll from **[Contractor's Name]**

Dear

This letter is to confirm that in a **[telephone conversation/letter]** on **[date of conversation/letter]**, you asked to disenroll from **[Contractor's name]** because **[insert reason for request to disenroll]**.

Unless you request a later date, you will no longer be able to receive services from **[Contractor's name]** after \_\_\_\_\_ **[Insert last day Participant can receive services]**. You must continue to get your services from **[Contractor's name]** until then.

If you have changed your mind and no longer want to disenroll, please call me before \_\_\_\_ **[Insert last day Participant can receive services]**, at **[Insert telephone number]**.

Sincerely,

**<insert name> Contractor's Employee**

**[Include taglines in Attachment V]**

**[Include notice on nondiscrimination in Attachment IV]**

## Involuntary Disenrollment

Participant's Name  
 Address  
 Phone number

Date \_\_\_\_\_ [**Must be at least 35 days prior to effective date of disenrollment**]

Re: Your enrollment in [**Contractor's Name**]

Dear

On **[Insert effective date of disenrollment.]** you will no longer be able to receive your services from **[Contractor's Name]** because **[Explain in detail every reason why the Participant will be disenrolled].**

After **[Insert effective date of disenrollment.]** you can get services from **[Explain in detail who will be providing service to the disenrolled Participant and what the Participant needs to do to access these services.]**

If you have any questions, please call **[Name of person that should be called about disenrollment questions]** at **[XXX-XXX-XXXX]**.

If you want to continue to get your services from **[Contractor's Name]**, you may file a Complaint. If you file a Complaint within 10 days of the date on this letter, you will be able to continue to get services from **[Contractor's Name]** after \_\_\_\_\_ **[Insert effective date of disenrollment.]**

To file a Complaint:

- By Phone: Call **[Contractor Name]** at **[phone #/toll-free TTY #]**;
- By Fax: Fax a letter to **[Contractor fax number]**;
- By Email: Send an email to **[Contractor email address]**; or
- By Mail: Mail a letter to the following address:

**[Contractor address for filing Complaint]**

If you need help filing a Complaint, you can call **[Contractor Name]** at **[Contractor phone #/toll-free TTY #]**, Pennsylvania Legal Services at 1-800-322-7572 ([www.palegalservices.org](http://www.palegalservices.org)), or the Pennsylvania Health Law Project at 1-800-274-3258 ([www.phlp.org](http://www.phlp.org)).

Sincerely,

**<insert name> Contractor's Employee**

**cc: [Participant's Representative, if designated]**

**[Include taglines in Attachment V]**

**[Include notice on nondiscrimination in Attachment IV]**

## APPENDIX K

### QUALITY ASSURANCE

The Contractor must submit reports to BSASP as part of its Quality Assurance and Improvement plan that are based on outcome measures and include, at a minimum, the following elements:

A. Improvement in behavioral stability of the Participants as measured by:

1. For each Participant, based on their baseline, fewer episodes of:
  - a. Law enforcement involvement: Participant charged with a crime/under police investigation
  - b. Behavioral health crisis events, which includes the following:
    - i. Community based crisis events: Any behavioral health crisis event at a Participant's home or in the community in which law enforcement or emergency services respond to and there is no need to transport the Participant to a psychiatric facility such as a crisis facility or the psychiatric department of an acute care hospital.
    - ii. Facility based crisis events: Any behavioral health crisis event that requires the Participant to be transported to a psychiatric facility, including a crisis facility or the psychiatric department of an acute care hospital for evaluation or treatment that does not result in an admission.
    - iii. Psychiatric hospitalization (involuntary): An involuntary inpatient admission through a 302 to a psychiatric facility, including crisis facilities, and the psychiatric departments of acute care hospitals for the purpose of evaluation and/or treatment. This includes admissions for "23 hour" observation and those for the review and/or adjustment of medications prescribed for the treatment of psychiatric symptoms or for the control of challenging behaviors.

- iv. Psychiatric hospitalization (voluntary): A voluntary 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. This includes admissions for 23 hour observation and those for the review and/or adjustment of medications prescribed for the treatment of psychiatric symptoms and/or for the control of challenging behaviors.
2. For each Participant, based on their baseline, increases in:
    - a. Number of hours engaged in volunteer work
    - b. Independence and skill building as evidenced by progress on Goal Attainment Scale reporting
    - c. Meaningful community engagement as measured by the Social Isolation and TUCP (Temple University Community Participant tool)
- B. Improvement in access to medical services or health including:
1. Number of Participants who had an initial visit with a PCP within three (3) weeks of enrollment, or within three (3) months prior to enrolling in the Plan where the Team agrees that an examination within (3) weeks of enrollment is unnecessary
  2. Number of Participants who had an annual dental exam
  3. Percent of Participants who had a follow-up appointment/visit within 30 days after a psychiatric hospitalization
  4. Number or percent of Participants with an improved Body Mass Index (BMI)
  5. Number or percent of Participants prescribed more than one medication per class
- C. Improvement in employment as measured by:
1. Number of Participants employed (competitive, integrated settings)

2. Length of time each Participant has held the Participant's current position
3. Types of positions held by Participants (i.e.- retail, warehouse, office work, etc.)
4. Number of hours worked by Participants
5. Number of Participants who are self-employed
6. Number of Participants whose employers provide employer-paid health benefits
7. Number of Participants receiving ACAP employment services
8. Number of Participants with an employment goal in the Participant's ISP

## APPENDIX L

### PROFIT SHARING ARRANGEMENT

The Department will share in profits realized by the Contractor in each Fiscal Year. The Contractor will be allowed to retain a portion of any profit gained from the Capitation Payments. Profit of up to three (3) percent of the Capitation Payments will be retained at 100 percent (100%) by the Contractor. Profit in excess of three (3) percent of the Capitation Payments will be returned to the Department.

The profit-sharing calculation will be based on Capitation Payments from the Department's payment system records and the expenditures reported in the financial reports provided by the Contractor to the Bureau of Supports for Autism and Special Populations (BSASP). The Contractor's expenditures may include an expense related to the stabilization reserve established for the purpose of providing protection from excess service and administrative costs ("Stabilization Reserve"). The Contractor will add an additional line to the quarterly financial reports that will indicate the quarterly and year-to-date balances in the Stabilization Reserve. The Stabilization Reserve will be funded at the discretion of The Contractor and will have a maximum balance equal to one (1) month's total capitation revenue. BSASP may review the financial reports and additional data (e.g., person-level encounter data) to validate the expenditures reported in the financial reports. BSASP may review the Contractor's records used to develop the financial reports, and if necessary, make adjustments to the data reported by the Contractor to ensure its accuracy.

The profit-sharing calculation will be performed after the Fiscal Year financial reports are collected from the Contractor. The financial reports are due to BSASP forty-five (45) days after the end of each Fiscal Year. The Contractor will provide BSASP with the results of the preliminary profit calculation four (4) months after the end of the Fiscal Year based on pre-audited financial data. BSASP will have 30 days to review the profit calculation, provide comments and perform a preliminary calculation of the Medical Loss Ratio (MLR) consistent with 42 CFR 438.8. The Contractor will have 240 days following the end of the Fiscal Year) to obtain an audit of their financial reports, including the Contractor's calculation of profit-sharing repayment/recoupment and MLR. BSASP will have one (1) month following receipt of audited financials to notify the Contractor of the final profit-sharing calculation. If the final profit-sharing calculation results in The Contractor having to repay the Department, BSASP will notify the Contractor of the repayment method at the same time BSASP notifies the Contractor of the final profit-sharing calculation. BSASP will either require the Contractor to repay the Department within 30

days of notification of the final profit-sharing calculation or will offset future Capitation Payments until the Department has recouped all amounts owed to the Department. If the Department will be offsetting future Capitation Payments, it will begin processing the recoupment on or after May 1.

The timeline to support the profit-sharing arrangement is as follows:

EVENT	DATE
Profit sharing period ends	June 30
Financial experience due from the Contractor	45 days after period ends
Collection of additional data	July 1 – October 31
The Contract to inform BSASP of pre-audit profit sharing calculation results	October 31
BSASP reviews the Contractor's profit-sharing calculation results, provides comments and calculates preliminary MLR	November 30
The Contractor provides audited financial report, including audit of MLR and profit-sharing calculation results to BSASP	240 days after period ends
BSASP to inform the Contractor of final profit-sharing calculation results and method of repayment	March 31
Repayment of the profit-sharing calculation to the Department -Or- Department to begin processing recoupment	April 30 On or after May 1
BSASP reports MLR to the CMS	June 30

## **APPENDIX M**

### **DEFINITIONS**

The Contractor is required to use the following definitions when utilizing any of the terms in communications with Participants such as newsletters, informational pamphlets, Participant handbooks, etc.

**Appeal-** To file a Complaint, Grievance, or request a Fair Hearing.

**Complaint-** When a Participant tells ACAP that he or she is unhappy with ACAP or his or her provider or does not agree with a decision by ACAP.

**Co-Payment-** A co-payment is the amount a Participant pays for some covered services. It is usually only a small amount.

**Durable Medical Equipment-** A medical item or device that can be used in a Participant's home or in any setting where normal life activities occur and is generally not used unless a person has an illness or injury.

**Emergency Medical Condition-** An injury or illness that is so severe that a reasonable person with no medical training would believe that there is an immediate risk to a person's life or long-term health.

**Emergency Medical Transportation-** Transportation by an ambulance for an emergency medical condition.

**Emergency Room Care-** Services needed to treat or evaluate an emergency medical condition in an emergency room.

**Emergency Services-** Services needed to treat or evaluate an emergency medical condition.

**Excluded Services-** Term should not be used. Contractor should use "Services That Are Not Covered" instead.

**Grievance-** When a Participant tells the Contractor that he or she disagrees with the Contractor's decision to deny, decrease, or approve a service or item different than the service or item the Participant requested because it is not medically necessary.

**Habilitation Services and Devices-** Term should not be used by Contractor. Contractor should define specific service.

**Health Insurance-** A type of insurance coverage that pays for certain health care services. (If used by the Contractor, should be used to refer only to private insurance.)

**Home Health Care-** Home health care is care provided in a Participant's home and includes skilled nursing services; help with activities of daily living such as bathing, dressing, and eating; and physical, speech, and occupational therapy.

**Hospice Services-** Home and inpatient care that provides treatment for terminally ill Participants to manage pain and physical symptoms and provide supportive care to Participants and their families.

**Hospitalization-** Care in a hospital that requires admission as an inpatient.

**Hospital Outpatient Care-** Care provided by a hospital or hospital-based clinic that does not require admission to the hospital.

**Medically Necessary-** A service, item, or medicine that does one of the following:

- Will, or is reasonably expected to, prevent an illness, condition, or disability;
- Will, or is reasonably expected to, reduce or improve the physical, mental, or developmental effects of an illness, condition, injury or disability;
- Will help a Participant get or keep the ability to perform daily tasks, taking into consideration both the Participant's abilities and the abilities of someone of the same age.
- Will provide the opportunity for a Participant receiving LTSS to have access to the benefits of community living, to achieve person-centered goals, and live and work in the setting of the Participant's choice.

**Network-** Contracted providers, facilities, and suppliers that provide covered services to ACAP Participants.

**Non-Participating Provider-** When referring to a provider that is not in the network, Contractor should use the term "Out-of-Network Provider."

**Physician Services-** Health care services provided or directed by a licensed medical physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine).

**Plan-** A health care organization that provides or pays for the cost of services or supplies.

**Preauthorization or Prior Authorization-** Approval of a service or item before a Participant receives the service or item.

**Participating Provider-** When referring to a provider that is in the network, the Contractor should use “Network Provider.”

**Premium-** The amount a Participant pays for health care coverage.

**Prescription Drug Coverage-** A benefit that pays for prescribed drugs or medications.

**Prescription Drugs-** Drugs or medications that require a prescription for coverage.

**Primary Care Physician-** A physician (M.D. – Medical Doctor or D.O. – Doctor of Osteopathic Medicine) who directly provides or coordinates a range of health care services for a patient.

**Primary Care Provider-** A doctor, doctors’ group, or certified registered nurse practitioner who provides and works with a Participant’s other health care providers to make sure the Participant gets the health care services the Participant needs.

**Provider-** An individual or entity that delivers health care services or supplies.

**Rehabilitative Services and Devices-** Term should not be used by the Contractor. Contractor should define specific service.

**Skilled Nursing Care-** Services provided by a licensed nurse.

**Specialist-** A doctor, a doctor’s group, or a certified register nurse practitioner who focuses his or her practice on treating one disease or medical condition or a specific part of the body.

**Urgent Care-** Care for an illness, injury, or condition which if not treated within 24 hours, could rapidly become a crisis or an emergency medical condition.

**Network Provider-** A provider, facility, or supplier that has a contract with the Contractor to provide services to Participants.

**Out-of-Network Provider-** A provider that does not have a contract with the Contractor to provide services to Participants.

## APPENDIX N

### STANDARD DENIAL NOTICE – COMPLETE DENIAL

**[DATE] [This MUST be the date the notice is mailed]**

**Participant's Name Address  
City, State, Zip**

**RE: [Participant's name and DOB]**

Dear [Participant Name]:

This is an important notice about your services. Read it carefully. Call **[Contractor Name]** at **[Contractor Phone # & Toll-free TTY/PA RELAY]** if you have any questions or need help.

**[Contractor Name]** has reviewed the request for **[identify SPECIFIC service/item, along with frequency/level/duration]**. After **[Contractor]** review, the request is: **Denied**

Your request was **denied completely** because **[Explain in detail, at a 6<sup>th</sup> grade level, every reason for denial. In addition to explanation for decision, include specific references to approved medical necessity guidelines, rules, and/or protocols on which the decision is based in easily understood language. If denied because of insufficient information, identify all additional information needed to render decision.]**

**[If the service/item requested were previously authorized, in any amount, include the following:]**

The **[identify SPECIFIC service/item]** you have been getting will end on **[date services will end]**, unless you file a Complaint or Grievance by **[DATE+10]**. If you file a Complaint or Grievance by **[DATE+10]**, your services will continue until a decision is made on your Complaint or Grievance.

#### **What if I disagree with the decision to deny my request for services?**

- You may file a Complaint or Grievance with **[Contractor Name]** by **[DATE+60]**.
- You may ask for the medical necessity guidelines or other rules **[Contractor Name]** used to make this decision, at no cost to you. To ask for a copy of the medical necessity guidelines or other rules that **[Contractor Name]** used to make the decision, call **[Contractor Name]** at **[Contractor Phone # & Toll-free TTY/PA RELAY #]** or write a letter.
- You may get a second opinion from another provider in **[Contractor Name]**'s network. Call **[Contractor Name]** at **[Contractor Phone # & Toll-free TTY/PA RELAY]** to get a referral for a second opinion. Asking for a second opinion will not give you more time to file a Complaint or Grievance. It will not continue any service or item that you have been getting.

## **How do I file a Complaint or Grievance?**

You can file a Complaint or Grievance by phone, fax, email, or by mailing a letter.

To file a Complaint or Grievance:

- By Phone: Call **[Contractor Name]** at **[Phone# & Toll-free TTY/PA RELAY #]**;
- By Fax: Fax a letter to **[Contractor FAX #]**;
- By Email: Send an email to **[Contractor email address]**; or
- By Mail: Mail a letter to the following address:

**[CONTRACTOR ADDRESS FOR FILING COMPLAINT/GRIEVANCE]**

## **How long will it take to decide my Complaint or Grievance?**

**[Contractor Name]** will send you a written notice of the decision on your Complaint or Grievance within 30 days from when **[Contractor Name]** received your Complaint or Grievance.

## **How do I ask for an early decision on my Complaint or Grievance?**

If you or your doctor or dentist thinks waiting 30 days for a decision could harm your health, call **[Contractor Name]** at **[Phone# & Toll-free TTY/PA RELAY #]** to ask for an early decision on your Complaint or Grievance.

You should also ask your doctor or dentist to fax a signed letter to **[Contractor FAX #]** within 72 hours of when you asked for an early decision on your Complaint or Grievance. The letter should explain why waiting 30 days for a decision could harm your health.

**[Contractor Name]** will tell you the decision within 48 hours from when **[Contractor Name]** gets your doctor's letter, or within 72 hours from when you asked **[Contractor Name]** for an early decision, whichever is sooner, unless you ask **[Contractor Name]** to take more time to decide your Complaint or Grievance. You can ask **[Contractor Name]** to take up to 14 more days to decide your Complaint or Grievance.

## **What happens after I file my Complaint or Grievance?**

**[Contractor Name]** will hold a meeting within 30 days of when you filed your Complaint or Grievance to review your Complaint or Grievance. You may attend the meeting either in person or by phone. **[OR if video conference is available:** You may attend the meeting either in person, by phone, or by videoconference.] You may also bring a family member, friend, or lawyer to help you during the meeting.

**How can I get help with my Complaint or Grievance?**

If you need help filing a Complaint or Grievance, you can call [Contractor Name] at [Contractor Phone # & Toll-free TTY/PA RELAY].

To ask for free legal help with your Complaint or Grievance, contact:

- Pennsylvania Health Law Project at 1-800-274-3258 ([www.phlp.org](http://www.phlp.org)); or
- Pennsylvania Legal Aid Network at 1-800-322-7572 ([www.palegalaid.net](http://www.palegalaid.net))

Sincerely,

[Contractor Name]

cc: [Participant Representative, if designated] [Prescribing Provider, if applicable]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

**STANDARD DENIAL NOTICE – FOR REQUESTS THAT ARE  
APPROVED OTHER THAN REQUESTED**

[DATE] [This MUST be the date the notice is mailed]

**Participant's Name Address**  
**City, State, Zip**

**RE: [Participant's name and DOB]**

Dear [Participant Name]:

This is an important notice about your services. Read it carefully. Call [Contractor Name] at [Contractor Phone # & Toll-free TTY/PA RELAY] if you have any questions or need help.

[Contractor Name] has reviewed the request for [identify SPECIFIC service/item, along with frequency/level/duration]. After [Contractor] review, the request is: Approved other than requested as follows: [Describe the level, frequency, and duration of service/item approved and the level, frequency, and duration of service/item denied or describe the level, frequency, and duration of service approved or denied.]

The service is not approved as requested because: [Explain in detail, at a 6<sup>th</sup> grade level, every reason for denial. In addition to explanation for decision, include specific references to approved medical necessity guidelines, rules, and/or protocols on which the decision is based in easily understood language. If denied because of insufficient information, identify all additional information needed to render decision.]

[If the service/item requested were previously authorized, in any amount, include the following:]

The [identify SPECIFIC service/item] you have been getting will end on [date services will end], unless you file a Complaint or Grievance by [DATE+10]. If you file a Complaint or Grievance by [DATE+10], your services will continue until a decision is made on your Complaint or Grievance.

**What if I disagree with the decision to deny my request for services?**

- You may file a Complaint or Grievance with [Contractor Name] by [DATE+60].
- You may ask for the medical necessity guidelines or other rules [Contractor Name] used to make this decision, at no cost to you. To ask for a copy of the medical necessity guidelines or other rules that [Contractor Name] used to make the decision, call [Contractor Name] at [Contractor Phone # & Toll-free TTY/PA RELAY #] or write a letter.
- You may get a second opinion from another provider in [Contractor Name]'s network. Call [Contractor Name] at [Contractor Phone # & Toll-free TTY/PA RELAY] to get a

referral for a second opinion. Asking for a second opinion will not give you more time to file a Complaint or Grievance. It will not continue any service or item that you have been getting.

### **How do I file a Complaint or Grievance?**

You can file a Complaint or Grievance by phone, fax, email, or by mailing a letter.

To file a Complaint or Grievance:

- By Phone: Call [Contractor Name] at [Phone# & Toll-free TTY/PA RELAY #];
- By Fax: Fax a letter to [Contractor FAX #];
- By Email: Send an email to [Contractor email address]; or
- By Mail: Mail a letter to the following address:

**[CONTRACTOR ADDRESS FOR FILING COMPLAINT/GRIEVANCE]**

### **How long will it take to decide my Complaint or Grievance?**

[Contractor Name] will send you a written notice of the decision on your Complaint or Grievance within 30 days from when [Contractor Name] received your Complaint or Grievance.

### **How do I ask for an early decision on my Complaint or Grievance?**

If you or your doctor or dentist thinks waiting 30 days for a decision could harm your health, call [Contractor Name] at [Phone# & Toll-free TTY/PA RELAY #] to ask for an early decision on your Complaint or Grievance.

You should also ask your doctor or dentist to fax a signed letter to [Contractor FAX #] within 72 hours of when you asked for an early decision on your Complaint or Grievance. The letter should explain why waiting 30 days for a decision could harm your health.

[Contractor Name] will tell you the decision within 48 hours from when [Contractor Name] gets your doctor's letter, or within 72 hours from when you asked [Contractor Name] for an early decision, whichever is sooner, unless you ask [Contractor Name] to take more time to decide your Complaint or Grievance. You can ask [Contractor Name] to take up to 14 more days to decide your Complaint or Grievance.

### **What happens after I file my Complaint or Grievance?**

[Contractor Name] will hold a meeting within 30 days of when you filed your Complaint or Grievance to review your Complaint or Grievance. You may attend the meeting either in person or by phone. **[OR if video conference is available:** You may attend the meeting either in

person, by phone, or by videoconference.] You may also bring a family member, friend, or lawyer to help you during the meeting.

**How can I get help with my Complaint or Grievance?**

If you need help filing a Complaint or Grievance, you can call [Contractor Name] at [Contractor Phone # & Toll-free TTY/PA RELAY].

To ask for free legal help with your Complaint or Grievance, contact:

- Pennsylvania Health Law Project at 1-800-274-3258 ([www.phlp.org](http://www.phlp.org)); or
- Pennsylvania Legal Aid Network at 1-800-322-7572 ([www.palegalaid.net](http://www.palegalaid.net))

Sincerely,

[Contractor Name]

cc: [Participant Representative, if designated] [Prescribing Provider, if applicable]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]

**STANDARD DENIAL NOTICE – FOR REQUESTS THAT  
ARE DENIED AS REQUESTED BUT HAVE APPROVED DIFFERENT SERVICES**

[DATE] [This MUST be the date the notice is mailed]

**Participant's Name Address  
City, State, Zip**

**RE: [Participant's name and DOB]**

Dear [Participant Name]:

This is an important notice about your services. Read it carefully. Call [Contractor Name] at [Contractor Phone # & Toll-free TTY/PA RELAY] if you have any questions or need help.

[Contractor Name] has reviewed the request for [identify SPECIFIC service/item, along with frequency/level/duration]. After [Contractor] review, the request is: **Denied as requested, but the following service is approved: [describe the specific service approved, including the level, frequency, and duration of service].**

A different service is approved because: [Explain in detail, at a 6th grade level, every reason for denial. In addition to explanation for decision, include specific references to approved medical necessity guidelines, rules, and/or protocols on which the decision is based in easily understood language. If denied because of insufficient information, identify all additional information needed to render decision.]

**[If the service/item requested were previously authorized, in any amount, include the following:]**

The [identify SPECIFIC service/item] you have been getting will end on [date services will end], unless you file a Complaint or Grievance by [DATE+10]. If you file a Complaint or Grievance by [DATE+10], your services will continue until a decision is made on your Complaint or Grievance.

**What if I disagree with the decision to deny my request for services?**

- You may file a Complaint or Grievance with [Contractor Name] by [DATE+60].
- You may ask for the medical necessity guidelines or other rules [Contractor Name] used to make this decision, at no cost to you. To ask for a copy of the medical necessity guidelines or other rules that [Contractor Name] used to make the decision, call [Contractor Name] at [Contractor Phone # & Toll-free TTY/PA RELAY #] or write a letter.
- You may get a second opinion from another provider in [Contractor Name]'s network. Call [Contractor Name] at [Contractor Phone # & Toll-free TTY/PA RELAY] to get a

referral for a second opinion. Asking for a second opinion will not give you more time to file a Complaint or Grievance. It will not continue any service or item that you have been getting.

### **How do I file a Complaint or Grievance?**

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To file a Complaint or Grievance:

- By Phone: Call [Contractor Name] at [Phone# & Toll-free TTY/PA RELAY #];
- By Fax: Fax a letter to [Contractor FAX #];
- By Email: Send an email to [Contractor email address]; or
- By Mail: Mail a letter to the following address:

**[CONTRACTOR ADDRESS FOR FILING COMPLAINT/GRIEVANCE]**

### **How long will it take to decide my Complaint or Grievance?**

[Contractor Name] will send you a written notice of the decision on your Complaint or Grievance within 30 days from when [Contractor Name] received your Complaint or Grievance.

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[Contractor Name] will tell you the decision within 48 hours from when [Contractor Name] gets your doctor's letter, or within 72 hours from when you asked [Contractor Name] for an early decision, whichever is sooner, unless you ask [Contractor Name] to take more time to decide your Complaint or Grievance. You can ask [Contractor Name] to take up to 14 more days to decide your Complaint or Grievance.

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To ask for free legal help with your Complaint or Grievance, contact:

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- Pennsylvania Legal Aid Network at 1-800-322-7572 ([www.palegalaid.net](http://www.palegalaid.net))

Sincerely,

[Contractor Name]

cc: [Participant Representative, if designated] [Prescribing Provider, if applicable]

[Include taglines in Attachment V]

[Include notice on nondiscrimination in Attachment IV]