ALABAMA MEDICAID AGENCY
ADMINISTRATIVE CODE

CHAPTER 560-X-36
HOME - AND COMMUNITY-BASED SERVICES FOR THE ELDERLY AND DISABLED

560-X-36-.04 Covered Services.

(1) Case Management Services.

(a) Case management is a system under which responsibility for locating, coordinating, and monitoring a group of services rests with a designated person or organization. A case manager is responsible for outreach, intake and referral, diagnosis and evaluation, assessment, care plan development, and implementing and tracking services to an individual. Case management services may be used to locate, coordinate, and monitor necessary and appropriate services. Case management activities may also be used to assist in the transition of an individual from institutional settings prior to discharge into the community. All E/D waiver recipients will receive case management services.

(b) A person providing Case Management Services must meet the qualifications as specified in the aproved waiver document.

(c) Case Management Services must be on the Plan of Care as a waiver service. Waiver services not listed on the Plan of Care and the Service Authorization Form will not be paid. Payments rendered for services not documented on the individual's Plan of Care and the Service Authorization Form will be recovered.

(d) Case management will be provided by a case manager employed by or under contract with the state agencies as specified in the approved waiver document. The case manager must meet the qualifications as specified in the approved waiver document.

(2) Homemaker Services.

(a) Homemaker Services are general household activities that include meal preparation, food shopping, bill paying, routine cleaning, and personal services. They are provided by a trained homemaker when the individual regularly responsible for these activities is temporarily absent or unable to manage the home and care for the recipient.

(b) A person providing Homemaker Services must meet the qualifications of a Homemaker Attendant as specified in the approved waiver document.

(c) Medicaid will not reimburse for activities performed which are not within the scope of services.

(d) Homemaker Services must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the individual’s Plan of Care and the Service Authorization Form will be recovered.

(3) Personal Care Services.

(a) Personal Care Services are those services prescribed by a physician in accordance with a plan of treatment to assist a patient with basic hygiene and health support activities. These services include assistance with bathing, dressing, ambulation, eating, reminding client to take medications, and securing health care from appropriate sources.

(b) A person providing Personal Care Services must be employed by a certified Home Health Agency or other agency approved by the Alabama Medicaid Agency and supervised by a licensed nurse, and meet the qualifications of a Personal Care Attendant as specified in the approved waiver document. This person may not be a relative, as defined by the Health Care Financing Administration, of the recipient.

(c) Medicaid will not reimburse for activities performed which are not within the scope of services.

(d) No payment will be made for services furnished by a member of the recipient’s family.

(e) Personal Care Services must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the individual’s Plan of Care and the Service Authorization Form will be recovered.

(4) Adult Day Health Services with and without Transportation.

(a) Adult Day Health Service provides social and health care in a community facility approved to provide such care. Health education, self-care training, therapeutic activities, and health screening shall be included in the program.

(b) Transportation between the individual's place of residence and the Adult Day Health Center can be provided as a component of Adult Day Health Service. Health education, self-care training, therapeutic activities, and health screening shall be included in the program.

(c) Adult Day Health is provided by facilities that meet the minimum standards for Adult Day Health Centers as described in Appendix C of the Home- and Community-Based Waiver for the Elderly and Disabled. The state agencies contracting for Adult Day Health Services must determine that each facility providing Adult Day Health meets the prescribed standards.

(d) Medicaid will not reimburse for activities performed which are not within the scope of services.

(e) Adult Day Health Services must be documented on the recipient's Plan of Care and Service Authorization form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the individual's Plan of Care and the Service Authorization Form will be recovered.

(5) Respite Care Services [Skilled and Unskilled].

(a) Respite Care is given to individuals unable to care for themselves on a short-term basis because of the absence or need for relief of those persons normally providing the care. Respite Care is provided in the individual's home and includes supervision, companionship and personal care of the individual. Respite is intended to supplement not replace care provided to waiver clients. Respite is not an entitlement. It is based on the needs of the individual client and the care provided by the primary caregiver.

(b) A person providing Respite Care must meet the qualifications as specified in the approved waiver document.

(c) Respite Care may be provided by a companion/ sitter, personal care attendant, home health aide, homemaker, LPN, or RN, depending upon the care needs of the individual. All other waiver services except case management will be disconnected during the in-home respite period.

(d) Payment will not be made for Respite Care furnished by a member of the recipient's family; may not exceed 720 hours or 30 days per waiver year (October 1 through September 30); must not be used to provide continuous care while the primary caregiver is employed or attending school.

(e) Medicaid will not reimburse for activities performed which are not within the scope of services.

(f) Respite Care services must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the individual's Plan of Care and the Service Authorization Form will be recovered.

(6) Companion Services.

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

(b) A person providing Companion Services must meet the qualifications as specified in the approved waiver document.

(c) Other service definitions include accompanying a client to a medical appointment, grocery shopping or picking up prescription medications. The Companion Service is available to only those clients living alone. Companion Services cannot be provided at the same time as other approved waiver services except for Case Management Services. Companion Services must not exceed four (4) hours daily. Payment will not be made for companion services furnished by a member of the recipient’s family.

(d) Medicaid will not reimburse for activities performed which are not within the scope of services.

(e) Companion Service is not an entitlement. It is based on the needs of the individual client.

(f) Companion Services must be documented on the recipient's Plan of Care and Service Authorization form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the Plan of Care shall be recovered.

(7) Home Delivered Meals.

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

(b) This service will provide at least one (1) nutritionally sound meal per day to adults unable to care for their nutritional needs because of a functional disability/ dependency and who require nutritional assistance to remain in

the community, and do not have a caregiver available to prepare a meal for them.

(c) This service will be provided as specified in the care plan and may include seven (7) or fourteen (14) frozen meals per week. Clients will be authorized to receive one (1) unit of service per week. One unit of service is a 7-pack of frozen meals. Clients may be authorized to receive two (2) units of service per week will receive two 7-packs of frozen meals or one 7-pack of frozen meals and one 7-pack of breakfast meals.

(d) In addition to the frozen meals, the service may include the provision of two (2) or more shelf-stable meals (not to exceed six (6) meals per six-month period) to meet emergency nutritional needs when authorized in the recipient's care plan.

(e) One frozen meal will be provided on days a client attends the Adult Day Health Centers. Meals provided, as part of this service, shall not constitute a "full nutritional regimen (three meals per day)".

(f) All menus must be reviewed and approved by the Meals Services Coordinator, a Registered Dietitian with licensure to practice in the State of Alabama and employed by the Operating Agency.

(g) The meals must be prepared and/or packaged, handled, transported, served, and delivered according to all applicable health, fire, safety, and sanitation regulations.

(h) Home Delivered Meals must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the individual's Plan of Care and the Service Authorization Form will be recouped.

(i) During times of the year when the State is at an increased risk of disaster from hurricanes, tornadoes, or ice/snow conditions, the meals vendor will be required to maintain, at a minimum, a sufficient inventory to operate all frozen meals delivery routes for two days. In the event of an expected storm or disaster, the Meals Coordinator will authorize implementation of a Medicaid approved Disaster Meal Services Plan.

(8) Home Modification Services.

(a) Home Modification Services provide physical adaptations to the home which are necessary to ensure the health, welfare, and safety of individuals, or which enable individuals to function with greater independence in the home, and without

this service the individual would require institutionalization.

(b) Providers of Home Modification Services must meet the qualifications as specified in the approved waiver document.

(c) Home Modification Services may include the installation of ramps and grab-bars, widening of doorways to accommodate medical equipment, and supplies which are necessary for the welfare of the individual. Excluded are those adaptations or improvements to the home which are not of direct medical or remedial benefit to the waiver recipient, adaptations which add to the total square footage of the home, any type of construction affecting the structural integrity of the home, and changes to the existing electrical components of the home.

(d) Home Modification Services shall be provided by a licensed contractor and must be in accordance with state and local building codes requirements, and the Americans with Disabilities Act Accessibility Guidelines (ADAAG).

(e) Home Modification Services must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the individual's Plan of Care and Service Authorization Form shall be recovered.

(f) Home Modification Services require prior authorization by the Operating Agency.

(g) Limits on Home Modification Services are $5,000 per waiver participant per lifetime. Any expenditures over the $5,000 lifetime limit must be approved by the Alabama Medicaid Agency.

(9) Personal Emergency Response System (Installation and Monitoring/Monthly).

(a) Personal Emergency Response System (PERS) is an electronic service which enables high-risk recipients to secure help in the event of an emergency. PERS services are limited to those individuals who live alone, or who are alone for significant parts of the day, without an available caretaker. The recipient may wear a portable "help" button which allows flexibility in mobility. The system is connected to a patient's phone and programmed to signal a response center once a patient's "help" button is activated. By providing recipients immediate access to assistance, PERS serves to prevent institutionalization.

(b) PERS Monitoring/Monthly covers the monthly fee after the PERS system has been installed.

(c) PERS providers must meet the qualifications as specified in the approved waivers. PERS must be provided by trained professionals. The PERS staff must complete a two-week training period for familiarization with the monitoring system and proper protocol to provide appropriate response action.

(d) Initial setup, installation, and monitoring of PERS must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for services not documented on the Plan of Care and Service Authorization Form. Payments rendered for services not documented on the individual's Plan of Care and Service Authorization Form will be recovered.

(e) Only one installation of PERS per recipient shall be approved. Exception to this limitation shall be considered on an individual basis for circumstances such as relocations.

(10) Medical Supplies.

(a) Medical Supplies are supplies necessary to maintain health and safety in the home environment and to prevent further deterioration of a condition such as decubitus ulcers.

(b) Medical Supplies must be prescribed by a physician and be documented on the Plan of Care and Service Authorization Form.

(c) Providers of Medical Supplies must meet the qualifications as specified in the approved waiver document and shall have signed provider agreements with the Operating Agency.

(d) Medical Supplies shall be billed monthly, quarterly, or annually. The yearly allotment cap shall not exceed $1,200.00. If billed monthly, the monthly cap amount shall not exceed $100.00. If billed quarterly, the quarterly cap amount shall not exceed $300.00. Total cap amounts shall not rollover to another month, quarter, or year.

(e) Medical Supplies must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the individual's Plan of Care and the Service Authorization Form will be recovered.

(f) State Plan EPSDT services shall be exhausted prior to any use of waiver services for individuals under the age of 21.

(11) Assistive Technology and Durable Medical Equipment.

(a) Assistive Technology and Durable Medical Equipment includes devices, pieces of equipment, or products that are modified or customized and are used to increase, maintain, or

improve functional capabilities of individuals with disabilities. The service may also be provided to assist an individual to transition from an institutional level of care to the Home and Community-Based Waiver and to maintain a recipient safely in the community.

(b) Assistive Technology and Durable Medical Equipment includes any service that directly assists a disabled individual in the selection, acquisition, or use of an assistive technology device, including evaluation of need, acquisition, selection, design, fitting, customization, adaptation, and application.

(c) Assistive Technology and Durable Medical Equipment can include, but are not limited to wheelchairs, reachers, Hoyer lift, bath benches, etc. Items shall meet applicable standards of manufacture, design, and installation.

(d) Assistive Technology and Durable Medical Equipment must be ordered by the physician. The prescription shall be maintained in the case file.

(e) Assistive Technology and Durable Medical Equipment must be medically necessary. Medically necessary means that the service is directed toward the maintenance, improvement, or protection of health or toward the diagnosis and treatment of illness or disability. A provider's medical records must substantiate the need for the service, and findings and information shall support medical necessity.

(f) Providers of Assistive Technology and Durable Medical Equipment must meet the qualifications as specified in the approved waiver document, be licensed individuals or businesses capable of supplying the needed equipment and/or supplies and have a signed provider agreement with the Operating Agency.

(g) Upon completion of the service, the recipient must sign and date a form acknowledging receipt of the service.

(h) Assistive Technology and Durable Medical Equipment requires prior authorization and approval by the Operating Agency. The maximum allowed for this service is $2,000 per year per waiver recipient up to a total of $10,000 per waiver participant's lifetime.

(i) State Plan EPSDT services will be exhausted prior to any use of waiver services for individuals under the age of 21.

(j) Assistive Technology and Durable Medical Equipment must be documented on the recipient's Plan of Care and Service Authorization Form. No payments will be made for services not documented on the Plan of Care and Service Authorization Form.

Payments rendered for services not documented on the individual's Plan of Care and Service Authorization Form will be recovered.

(12) Skilled Nursing Services.

(a) Skilled Nursing Services provide skilled medical observation and nursing services by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who will perform their duties in compliance with the Alabama Nurse Practice Act and the Alabama State Board of Nursing.

(b) Skilled Nursing Services provide skilled medical monitoring, direct care, and interventions for individuals with skilled nursing needs to maintain home support to avoid or delay institutionalization. It is not intended to be provided seven (7) days a week/24 hours a day.

(c) Skilled Nursing Services shall be provided according to guidelines as specified in the approved waiver document.

(d) LPNs may provide skilled care for the recipient if a licensed physician prescribes the service. LPNs work under the supervision of RNs. The RN must make monthly supervisory visits to evaluate the appropriateness of services rendered by an LPN.

(e) Skilled Nursing Services under the waiver will not duplicate skilled nursing under the mandatory home health benefit in the State Plan. If a waiver recipient meets the criteria to receive home health benefits, home health should be utilized first and exhausted before waiver services are utilized.

(f) Skilled Nursing Services must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for Skilled Nursing Services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the individual's Plan of Care and the Service Authorization Form shall be recovered.

(13) Pest Control Services.

(a) Pest Control Services provide chemical eradication of pests by a State of Alabama Business Licensed and Certified professional in a waiver participant's primary residence, which could be a participant living in his/her own private home or apartment who is responsible for his/her own rent or mortgage or a participant living with a primary caregiver.

(b) Pest Control Services include assessment or inspection, application of chemical-based pesticide and follow up visits.

(c) Pest Control Service is limited to one series of treatments per lifetime by a licensed and certified pest control company and excludes lodging during the chemical eradication process, all associated preparatory housework, and the replacement of household items. Additional treatments may be approved if the lack of such treatments would jeopardize the participants' ability to live in the community. If additional treatments are needed, the State will evaluate that participant's living situation to determine if the community arrangement is appropriate and supports their health and safety.

(d) Providers of Pest Control Services must meet the qualifications as specified in the approved waiver document and have a signed provider agreement with the Operating Agency.

(e) A unit is a series. Pest Control Services must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the Plan of Care and Service Authorization Form shall be recovered.

(14) Supervisory Visits.

(a) Supervisory Visits are conducted by Alabama Licensed Registered Nurses or Alabama Licensed Practical Nurses to monitor DSP staff performance to ensure adherence of waiver guidelines, quality of service provision to waiver recipients, and recipient satisfaction with service provision.

(b) Supervisory Visits shall be conducted by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) who must meet all federal and state requirements to provide services to eligible Medicaid recipients under this waiver authority.

(c) Supervisory Visits shall be billed in 15 minutes increments not to exceed 60 minutes or 4 increments every 60 days.

(d) No reimbursement will be made for attempted or missed visits.

(e) State Plan EPSDT services will be exhausted prior to any use of waiver services for individuals under the age of 21.

(f) Providers of Supervisory Visits must meet the qualifications as specified in the approved waiver document.

(g) Supervisory Visits must be documented on the recipient's Plan of Care and Service Authorization Form. No payment will

be made for services not documented on the Plan of Care and the Service Authorization Form. Payments rendered for services not documented on the Plan of Care and Service Authorization Form shall be recovered.

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