

# SCOPE OF SERVICES POLICY

The purpose of this policy is to provide an overview of the terms and conditions for providing services, service descriptions, documentation and billing requirements. The **Florida Medicaid Developmental Disabilities Waiver Services Coverage and Limitations Handbook** is the final authority and has complete descriptions of these topics. Medicaid will only reimburse for waiver services that are specifically identified in the approved plan of care by service type, frequency and duration and for which there is sufficient documentation supporting the provision of a service to the recipient. Services are reimbursed at the rates on the Developmental Disabilities Home and Community-Based Services Waiver Provider Rate Table.

Scope of Services, found in the **Florida Medicaid Developmental Disabilities Waiver Services Coverage and Limitations Handbook**, includes:

- Terms and Conditions
- Service Descriptions
- Service Summary
- Documentation
- Billing

## TERMS AND CONDITIONS

### Medicaid Waiver Services Agreement

The Medicaid Waiver Services Agreement means the contract between the Agency for Persons with Disabilities and providers of waiver services. All providers must complete this agreement prior to providing services to recipients enrolled in the DD Waiver Program and comply with the terms and conditions of the agreement. Modifications or additions may be made by APD to the sample agreement provided on a case-by-case basis as necessary to address specific facts or other concerns relevant to an individual provider.

### Provider Service Agreement

Prior to providing any services the provider must in order to be compensated for waiver services execute a Medicaid Provider Agreement with the Agency for Health Care Administration, and be issued a Medicaid provider number by the Medicaid fiscal agent. The provider must, at all times, maintain a current and valid Medicaid Provider Agreement with AHCA and must comply with the terms and conditions of the Medicaid Provider Agreement as fully set forth within the agreement.

### Service Authorization Requirements

The services described in this handbook represent all approved services that may be purchased for a recipient participating in the DD waiver who needs the service to reach an outcome described on the support plan. In order for a recipient to receive a service it must be identified on a recipient's support plan and cost plan, also known as the plan of care, and be approved by the APD Area Office before the service may be provided. Providers of DD Waiver services are limited to the amount, duration and scope of the services described on the recipient's support plan and current approved cost plan.

### Meaningful Day Activities

Choices made by recipients of how to use their time in order to provide direction, purpose and quality to the individual recipient's daily life. The recipient's choice of meaningful day activities must be based on his interests, skills and talents. Meaningful day activities may involve choices that are not paid for by the waiver, including paid employment, volunteer work and school. Meaningful day activities that are paid for under the waiver are limited to 30 hours per week, and include supported employment, adult day training, and companion. A recipient may choose a mix of meaningful day activities, but under no circumstances will the waiver pay for more than 30 hours a week of meaningful day activities for each recipient. Chosen activities must directly address identified goals in the recipient's support plan.

### Core Assurances

The document that specifies administrative and programmatic requirements for DD waiver providers. The Core Assurances and the specific service requirements published in this handbook are incorporated into the Medicaid Waiver Services Agreement by reference, and provide the terms and conditions by which the provider of DD waiver services to recipients with developmental disabilities served by APD agrees to be bound.

These Core Assurances and the specific service requirements published in the Developmental Disabilities Waiver Services Coverage and Limitations Handbook, incorporated into this Agreement by reference, provides the terms and conditions by which the provider of waiver services to recipients with developmental disabilities served by APD agree to be bound. Breach of the terms and conditions set forth in these Assurances shall be considered indicative of the provider's failure to comply with the terms and conditions set forth in this document and the Medicaid Waiver Services Agreement. The Provider Services Agreement is located in APPENDIX D MEDICAID WAIVER SERVICES AGREEMENT of the Florida Medicaid DEVELOPMENTAL DISABILITIES WAIVER SERVICES COVERAGE AND LIMITATIONS HANDBOOK [www.mymedicaid-florida.com](http://www.mymedicaid-florida.com).

## 1.0 Compliance with Laws and Regulations

### B. Compliance with Federal Laws and Regulation

6. The provider will comply with Title 42, Code of Federal Regulations (CFR) 431.51, which states that each recipient served by the provider will be provided freedom of choice within the scope of available funding levels.

Freedom of choice includes opportunities for the recipient to:

- a. select non-waiver funded supports available to the general community from among those activities or experiences that meet the recipient's needs and preferences;
- b. select providers of Medicaid State Plan services from among those providers enrolled in the Medicaid waiver program, and that also meet the recipient's needs and expectations;
- c. select providers of waiver services from those eligible to provide waiver services and enrolled in the Medicaid program, meeting the recipient's needs and expectations;
- d. change providers of supports and services;
- e. work with a provider to identify mutually agreeable times and settings for the provision of supports or services; and
- f. end his participation in the waiver.

## 2.0 Program Requirements

D. The provider agrees, within the mission and scope of the service(s) offered, to safeguard the health, safety and well being of all recipients receiving services from the provider.

E. The provider agrees, within the mission and scope of the service(s) offered, to assist people in their achievement of personal goals, choice, social

inclusion, relationships, rights, dignity and respect, health, environment, security and satisfaction.

I. The provider agrees to provide the recipient with opportunities for relevant training, achieve his personal goals, and to expand his life experiences within the community through the provision of person-centered supports and services. These services and supports will be provided within the scope, intensity and duration specified on the recipient's support plan and approved cost plan.

### **3.1 Self Assessment**

Each agency or group provider, or solo or individual provider furnishing specific services referenced in 3.0 above shall perform an annual self-assessment to determine the effectiveness of services being offered and the provider's compliance with requirements identified in this agreement and the Developmental Disabilities Waiver Services Coverage and Limitations Handbook. This annual assessment will assist the provider to determine, within the realm and scope of the service(s) that is provided, the extent to which the provider is developing and maintaining person-centered processes that will assist recipients in the achievement of personal goals, choice, social inclusion, relationships, rights, dignity and respect, health, environment, security and satisfaction. At a minimum, the provider's self-assessment survey will include a combination of: a) records review; b) interviews to determine the extent to which provider actions support the achievement of personal goals identified by recipients receiving services; and c) annual recipient satisfaction surveys. The provider, as part of the self-assessment process, develops a Quality Improvement Plan addressing the areas in need of improvement.

### **3.4 Financial Requirements**

B. Appropriate to the type and scope of services rendered, the provider agrees to maintain a separate checking account for any personal funds of any and all recipients in the care of, or receiving services from, the provider. If a single trust account is maintained for all recipients' personal funds, a separate accounting must be maintained for each recipient's funds, which reconciles monthly to the account's total as noted on the bank statement and is retained by the provider for review by APD or Agency for Health Care Administration. The provider further understands and agrees that at no time should any recipient's personal funds be co-mingled with any other funds, including those of the provider or any of its employees. The provider shall maintain on file a written consent to manage personal funds, signed by the recipient or his legal guardian. The provider shall maintain on file receipts for individual purchases of \$25.00 or more.

C. Neither the provider nor its employees, in their official capacity, will receive any financial benefit as a result of being named the beneficiary of a life insurance policy covering a recipient served by the provider.

D. Neither the provider nor its employees, in their official capacity, will benefit financially by borrowing or otherwise using the personal funds of a recipient served by the provider.

## **SERVICE DESCRIPTIONS**

### **In Home Support Staff, Companion Personal Care Assistance, Supported Living Coaching**

Providers of DD Waiver services are limited to the amount, duration, and scope of the services described on the recipient's support plan and current approved cost plan.

#### **In Home Support Staff Service**

In-home supports are services that provide recipients who live in their own homes with up to 24 hours-a-day assistance from a support worker or support workers. The support worker may live in the recipient's home or apartment and share living expenses (rent, utilities, phone, etc.) with the recipient. The support worker provides companionship and personal care and may assist with or perform activities of daily living and other duties necessary to maintain the recipient in supported living. The support worker may perform grocery shopping, housekeeping, and cooking responsibilities or may conduct training programs designed by the supported living coach to teach these and other daily living skills. The in-home support staff will maintain the recipient's home and property as a clean, sanitary and safe environment. Services may include heavy household chores to make the home safer, such as washing floors, windows and walls, tacking down loose rugs and tiles, replacing a broken window; or moving heavy items or furniture. The in-home support services are separate and not a replacement for the services performed by a supported living coach. Some clients may need only the services of an in-home support worker or only the services of a supported living coach. Other clients may need both services. When both services are used, the providers must coordinate their activities to avoid duplication. This service offers individualized training and is provided for the express purpose of providing access to the community-based activities that cannot be provided by natural or other unpaid supports, and are defined as activities most likely to result in increasing ability to access community resources without paid support.

#### **Companion Service**

Consists of non-medical care, supervision and socialization activities provided to an adult on a one-on-one basis or in groups not to exceed three recipients. This service must be provided in direct relation to the achievement of the recipient's goals per his support plan. A companion provider may also assist the recipient with such tasks as self-care needs, meal preparation, laundry and shopping; however, these activities shall not be performed as discrete services. This service does not entail hands on medical care. Providers may also perform light housekeeping tasks, incidental to the care and supervision of the recipient. The service provides access to community-based activities that cannot be provided by natural or other unpaid supports, and should be defined as activities most likely to result in increased ability to access community resources without paid support. Companion services may be scheduled on a regular, long-term basis. Companion services are not merely diversional in nature, but are related to a specific outcome or goal(s) of the recipient. Examples of acceptable companion activities are volunteer activities performed by the recipient as a pre-work activity; going to the library, getting a library card, learning how to use the library and checking out books or videos for personal use; shopping for groceries; or going to an animal shelter to learn about animals, and volunteering or assisting at the animal shelter.

#### **Personal Care Assistance Service**

Personal care assistance is a service that assists a recipient with eating and meal preparation, bathing, dressing, personal hygiene, and other self care activities of daily living. The service also includes activities such as assistance with meal preparation, bed making and vacuuming when these activities are essential to the health, safety and welfare of the recipient and when no one else is available to perform them. This service is provided on a one-on-one basis. Personal care assistance may not be used solely for supervision. Personal care assistance may not be used as a substitute for a meaningful day activity.

#### **Supported Living Coaching Service**

Supported living coaching services provide training and assistance, in a variety of activities, to support recipients who live in their own homes or apartments. These services are provided by qualified supported living coaches to a recipient residing in a living setting meeting the requirements set forth in rule 65G-5.004, F.A.C., and may include assistance with locating appropriate housing; the acquisition, retention or improvement of skills related to activities of daily living such as personal hygiene and grooming; household chores; meal preparation; shopping; personal finances and the social and adaptive skills necessary to enable recipients to reside on their own.

Supported living services mean the provision of supports necessary for an adult who has a developmental disability to establish, live in and maintain a household of his choosing in the community. This includes supported living coaching and other supports

## SERVICE SUMMARY

Tables 1, 2, and 3 provide a summary of the scope of services. The Florida Medicaid Developmental Disabilities Waiver Services Coverage and Limitations Handbook ([www.mymedicaid-florida.com](http://www.mymedicaid-florida.com)) is the final authority on the scope of services.

- minimum provider qualifications
- minimum provider training requirements
- minimum documentation requirements
  - to be maintained in casebooks
  - to be submitted to WSC
- place of service
- limitations
- special considerations

**TABLE 1 SERVICE SUMMARY: COMPANION, PCA, IHSS**

Scope	COMPANION	PCA	IHSS
Minimum Qualifications	18 years old AND 1 year experience working in a medical, psychiatric, nursing or child care setting, or with recipients having developmental disabilities. *College, vocational or technical training from accredited institution can substitute at the rate of 30 semester, 45 qtr or 720 classroom hrs for required experience.	18 years old AND 1 year experience working in a medical, psychiatric, nursing or child care setting, or with recipients having developmental disabilities. *College, vocational or technical training from accredited institution can substitute at the rate of 30 semester, 45 qtr or 720 classroom hrs for required experience.	18 years old AND a diploma or equivalent AND 1 year experience working in a medical, psychiatric, nursing or child care setting, or with recipients having developmental disabilities. *College, vocational or technical training from accredited institution can substitute at the rate of 30 semester, 45 qtr or 720 classroom hrs for required experience.
Minimum Training Requirements	CPR within 30 days of hire HIV/AIDS/Infection Control within 30 days of hire Other training, as required	CPR within 30 days of hire HIV/AIDS/Infection Control within 30 days of hire Other training, as required	CPR within 30 days of hire HIV/AIDS/Infection Control within 30 days of hire Other training, as required
Documentation to be Maintained	Copy of Claim Copy of Service Log Copy of Driver License, Vehicle Insurance, Vehicle Registration	Copy of Claim Copy of Service Log Copy of Driver License, Vehicle Insurance, Vehicle Registration	Copy of Claim Copy of Service Log Copy of Driver License, Vehicle Insurance, Vehicle Registration Copy of Monthly Summary Copy of Staffing Documentation
Documentation Provided to WSC	Copy of Service Log (monthly)	Copy of Service Log (monthly)	Copy of Service Log (monthly) Copy of Monthly Summary
Place of Service	Not in the provider's home In the recipient's own home, family home or in the community	Not in the provider's home In the recipient's own home, family home or in the community	Not in the provider's home In the recipient's own home or in the community
Limitations	Used for meaningful day activity Provided in accordance with an outcome on the recipient's support plan and are not merely a diversion No more than 6 hours/day No more than 30 hours/week Recipient may not receive a combination of ADT, SEP, or comp that exceeds 30 hrs/week. Recipient may not receive more than a total of 30 hrs/week of paid support or combination of paid supports designed to be used as a meaningful day activity Not provided concurrently with ADT, PCA, IHSS (quarter hour), SEP, or Res Hab Rate is based on 1-3 recipients receiving companion during the same time interval; rate ratio is determined by what is usual and customary service delivery pattern and does not fluctuate with incidental absences of 1 or more recipients included in the rate ratio	No more than 180 hrs/month Additional hours (meeting the requirements for intense level of PCA) may be requested but must be approved by APD (*See the Handbook for specific information on intense and moderate levels of PCA)	Up to 365 days/year when recipient is present Available to recipients residing in their own homes (or when APD approved under special circumstances - * See the Handbook) If the IHSS considers the home his primary residence, the IHSS must pay an equal share of the room and board of the home IHSS is prohibited from paying rent or other cost of living expenses directly to the recipient IHSS and SLC must ensure there is no duplication of services *See the Handbook for rate explanations
Special Considerations	Providers are NOT reimbursed for transportation and travel costs	Providers are NOT reimbursed for transportation and travel costs	Providers are NOT reimbursed for transportation and travel costs

<b>TABLE 2 SERVICE SUMMARY: SLC</b>	
<b>Scope</b>	<b>SLC</b>
Minimum Qualifications	A BA degree from accredited college or university with a major in nursing, education, or a social, behavioral or rehabilitative science OR An AA degree from accredited college or university with a major in nursing, education, or a social, behavioral, or rehabilitative science AND 2 years of experience * Experience in nursing, education, or a social, behavioral or rehabilitative science can substitute on a year-to-year basis for required education
Minimum Training Requirements	CPR within 30 days of hire HIV/AIDS/Infection Control within 30 days of hire Other training, as required 18 hrs pre-service training (12 hrs before 10-03) 8 hrs annual training
Documentation to be Maintained	* See Documentation Copy of Claim Copy of Service Log Copy of Driver License, Vehicle Insurance, Vehicle Registration Copy of Monthly Summary Copy of IP
Documentation Provided to WSC	Copy of Service Log (monthly) Copy of IP Quarter 3 Summary
Place of Service	Not in the provider's home In the recipient's own home or in the community
Limitations	Not to exceed 6 hrs/day Not to exceed 20 hrs/month May not have any interest in the ownership of the recipient's housing Recipient name(s) must appear on lease or deed 24/7 with backup on-call system in place Recipient home must meet 65G-5.004 FAC requirements Services are provided at a mutually agreed to time and place by SLC and recipient May be provided within 90 days of recipient moving into own housing
Special Considerations	Providers are NOT reimbursed for transportation and travel costs SLC must participate in monitoring reviews Must avoid duplication of services May not be provided concurrently with Res Hab services, except for the 90 days prior to the recipient moving into a supported living setting May not duplicate services available from programs funded by the Rehabilitation Act of 1973 or Public Law 94-142 or subsequent updates

## DOCUMENTATION

Additions to the minimum required requirements for documentation:

### The Implementation Plan

A plan developed with direction from the recipient, which includes information from the recipient's current support plan and other pertinent sources. The specific areas of training and strategies to meet support plan goal(s) for each recipient will be addressed in the recipient's implementation plan. Training objectives appropriate to the recipient's programs and services may also be included in the implementation plan.

At a minimum, the implementation plan will include:

- The name, address, and contact information of the recipient served.
- The goal(s) from the support plan that the service will address.
- The strategies employed to assist the recipient in meeting the support plan goal(s).
- The system to be used for data collection and assessing the recipient's progress in achieving the support plan goal(s). The information from this assessment will be used to update and modify the plan, as needed, to ensure that progress toward goal achievement is attained.

The implementation plan will be developed, at a minimum, within 30 days of the initiation of the new service, or within 30 calendar days of the support plan effective date for continuation of services and annually thereafter. A copy of the implementation plan, approved by the recipient, shall be furnished to the recipient, guardian and to the waiver support coordinator at the end of this 30-day period. The progress toward achieving the goal(s) identified on the implementation plan shall be documented in daily progress notes or quarterly summaries, as specified in each service description. Data supporting the recipient's progress or lack thereof, summarized in the quarterly summary shall be available for review.

### Service Log

A form used to document service delivery. The service log shall include the recipient's name and Medicaid ID number. The log shall include the date, time, duration of the service, and summary of services provided.

### Quarterly Summary

A written summary of the quarter's activities indicating the recipient's progress toward achieving support plan goals for the services billed in that quarter. For residential nursing services, the quarterly summary must include details such as health risk indicators, information about medication, treatments, doctor's appointments and anything else of significance regarding the recipient's health.

### Annual Report

A written report documenting the recipient's progress toward his support plan goal(s) for the year, as required in section 393.0651, F.S. This report must be submitted to the waiver support coordinator no later than 30 days prior to the support plan year-end date.

### Additional Documentation Requirements

#### SLC

**Functional Community Assessment:** The basis for identifying the types of training, assistance and the intensity of support rendered by the provider. It is a document designed to assist the provider in becoming familiar with the recipient and his capabilities and needs. This assessment addresses all areas of daily life including relationships, medical and health concerns, personal care, household and money management, community mobility, recreation and leisure. The supported living provider is responsible for helping the recipient complete a functional community assessment prior to his move to a supported living arrangement. Annual.

**The Housing Survey:** The basis for surveying a prospective home to ensure that it is safe. The supported living coach must forward a copy of the completed survey of the housing that was selected by the recipient, to the recipient's support coordinator within ten working days of the selection. This survey must be updated quarterly and made available for review by the support coordinator at the time of the support coordinator's quarterly home visit. These updates shall include a review of the recipient's overall health, safety and well-being status.

**Financial Profile:** An analysis of the household costs and revenue sources associated with maintaining a balanced monthly budget for the recipient. The analysis will substantiate the need for a monthly subsidy or initial start-up costs and should be a source of information for determining strategies for assisting the person in money management. The supported living coaching provider is to assist the recipient in completing the financial profile and submitting it to the support coordinator no more than ten days following the selection of housing by the recipient. If the financial profile indicates a need for a one time or recurring subsidy, the profile must be submitted to the waiver support coordinator and approved by the APD Area Office before the recipient signs a lease.

**Service Log,** which includes documentation of activities, supports and contacts with the recipient, other providers and agencies with dates and times, and a summary of support provided during the contact, any follow up needed and progress toward achieving support plan goals. This service log and progress notes shall be placed in the recipient's record prior to claim submission

**\*Individual Implementation Plan,** or in the case of transition, a transition plan within 30 days of the initiation of a new service or within 30 days of the support plan effective date for continuation services and annually thereafter. A copy of the implementation plan, approved by the individual or their guardian shall be furnished to the individual or their guardian and to the waiver support coordinator at the end of the 30 day period.

In addition to the minimum required components of the individual implementation plan, the individual implementation plan for supported living coaching service must also contain the following:

1. The frequency of the supported living service;
2. How home, health and community safety needs will be addressed and the supports needed to meet these needs to include a personal emergency disaster plan;
3. The method for accessing the provider 24-hours per-day, 7-days per-week for emergency assistance;
4. A description of how natural and generic supports will be used to assist in supporting the recipient; and
5. A financial profile that includes strategies for assisting the person in money management, when requested by the recipient or guardian; and the amount approved for the supported living subsidy. The financial profile is critical in determining whether or not the housing selected by the recipient is within his financial means and will identify the need for monthly subsidy which must be approved by the APD Area Office;
6. A quarterly written report, which summarizes quarterly activities and the recipient's progress toward achieving the goal(s) from the support plan. The

annual report shall include objective, fact-based, information reflecting the results of training and supports provided to the recipient over the course of the quarter, as well as recommendations. The third quarterly summary which includes a summary of the activities of the current and previous quarters of the support plan and shall be considered the annual report.

7. The quarterly review which reflects activities completed at the quarterly home visit. This review shall include: a review of the supported living services to ensure services are assisting the individual with identified support plan goals, a review of the person's financial status including a review of the financial profile, financial records and the status of the subsidy if provided, review of the individual's health and safety status including identified need for follow-up, a review of the housing survey. Documentation of the quarterly home visit and subsequent recommendations shall be made in the individual's record.

8. An initial housing survey containing quarterly updates of the recipient's health and safety status. The housing survey will be updated quarterly and made available to the waiver support coordinator at or prior to the quarterly meeting. Documentation of the meeting and subsequent recommendations will be made in the recipient's record;

9. Up-to-date information regarding the demographic, health, medical and emergency information, and a complete copy of the current support plan, if approved by the recipient or guardian, for each recipient served.

## BILLING

### Service Authorization

An APD document that the waiver support coordinator sends to a waiver provider authorizing the provision of specific services or supports to a recipient. Without service authorization, the provider is not authorized to provide the service and cannot submit a claim nor be reimbursed for the service. For the purposes of direct provider billing, the service authorization must contain the waiver support coordinator's 9-digit treating provider number. Services provided without authorization are subject to recoupment of funds from the service provider. Support coordinators must ensure service authorizations are provided in writing.

Authorizing a service at a rate or frequency that is higher than that approved by APD will result in the waiver support coordinator being subject to recoupment of funds for support coordination services and recoupment of service dollars billed without proper authorization. This authorization is contingent upon the enrolled recipient remaining eligible for Medicaid during the month of service. Upon a recipient's loss of Medicaid eligibility, the service authorization is null and void. In this instance, the provider must contact the waiver support coordinator or APD to ascertain if alternative funding is available for the services.

### Recoupment of Funds

Providers of waiver services must provide these services in a manner that meets the definition and requirements found in this handbook and in the Medicaid Waiver Services Agreement. If the provider fails to meet service standards, to properly document the delivery of services or to receive reimbursement for services not properly authorized or delivered, these payments are considered overpayments and can result in a recoupment of funds by the Agency for Persons with Disabilities (APD) or the Agency for Health Care Administration (AHCA), in accordance with 409.913 and 59G-9.070, F.A.C.

In addition, providers of services that require the development of implementation plans are subject to the recoupment policies specific to the development and implementation of their services for each recipient they serve. These services are: adult day training, non-residential support services, residential habilitation, supported employment and supported living coaching.

1. An amount equal to the daily rate, or a pro-rated daily portion of a monthly rate shall be paid back to APD by the provider for each day that the daily service log or progress note does not document that the service was provided as billed and after the 30-calendar day time frame that a final implementation plan was not available.

2. An amount equal to a monthly rate shall be paid back to APD for each month that a monthly summary was not available describing the recipient's progress for the month toward attaining the support plan goal(s).

Providers may not bill for service when a recipient is not in attendance, except as noted in the description section of that service.

A provider shall not render a claim or bill for more than one service to the same recipient at the same time and date unless authorized to do so.

Services authorized to bill concurrently with another service include behavior analysis, private duty nursing, skilled nursing and residential nursing.

I have read and fully understand the Scope of Service Policy and agree to follow its dictates. I also understand that the **Florida Medicaid Developmental Disabilities Waiver Services Coverage and Limitations Handbook** ([www.mymedicaid-florida.com](http://www.mymedicaid-florida.com)) is the final authority on the scope of services.

\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date