
	<p>DELAWARE HEALTH AND SOCIAL SERVICES</p> <p>Division of Services for Aging and Adults with Physical Disabilities</p>	<p>Assisted Living Service Specification Elderly & Disabled Waiver</p>
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Revision Table

Revision Date	Sections Revised	Description

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WAIVER SERVICE SPECIFICATION

1.0 SERVICE DEFINITION

1.1 Assisted Living provides personal care and supportive services (homemaker, chore, attendant services, and meal preparation) that are furnished to waiver participants who reside in homelike, non-institutional settings. Assisted living includes a 24-hour on-site response capability to meet scheduled or unpredictable resident needs and to provide supervision, safety and security. Services also include social and recreational programming, and medication assistance (to the extent permitted under State law). As needed, the assisted living service may also include prompting to carry out desired behaviors and/or to curtail inappropriate behaviors. Services that are provided by third parties must be coordinated with the assisted living provider.

2.0 SERVICE GOAL

2.1 The goal of assisted living is to provide care in a manner which emphasizes a participant's independence, choice, privacy and dignity.

3.0 SERVICE UNIT

3.1 Reimbursement for the assisted living service is provided at nine (9) levels, depending on the care needs of the individual participant. These reimbursement levels are designated as 10, 12, 14, 20, 22, 24, 30, 32, and 34. These levels of reimbursement represent the anticipated resources required by the assisted living provider to care for the resident, with 10 being the least resource-intensive and 34 representing the most resource-intensive care/reimbursement level. In the care planning process, the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD) nurses coordinate with assisted living service providers to determine care needs and corresponding reimbursement levels.

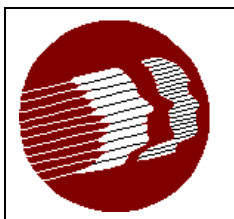
4.0 SERVICE AREA

4.1 Providers are permitted to serve sub-areas of the state.

5.0 SERVICE LOCATION

5.1 Assisted Living services are provided in licensed assisted living facilities in the State of Delaware.



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6.0 DESCRIPTION OF SERVICES

- 6.1 Assisted Living services must be prior-authorized by the Division of Services for Aging and Adults with Physical Disabilities (DSAAPD). Services provided before authorization are not reimbursable.
- 6.2 The provider may request DSAAPD to review the participant's level of care/reimbursement based upon a documented change in the participant's condition. Such a review may occur no more than quarterly.
- 6.3 Medicaid does not reimburse Assisted Living providers for room and board. The participant is responsible for these charges.
- 6.4 Medicaid reimbursement does not include the participant's patient pay amount.
- 6.5 Medicaid does not reimburse Assisted Living providers while the participant is physically absent from the facility due to a hospitalization or non-medical/social leave of absence.
- 6.6 Providers may bill the per diem rate for date of admission but not date of discharge. EXCEPTION: Providers may bill for the day the participant leaves the assisted living facility for social leave/hospitalization (transfer) and the day the participant returns to the assisted living facility after social/hospitalization.
- 6.7 Participants are also eligible for all services normally covered by the Delaware Medical Assistance Program (DMAP).
- 6.8 The DMAP does not cover home health aide services in the assisted living agency. (Personal care services provided in the assisted living agency are reimbursed as part of the E&D waiver assisted living per diem rate.)

7.0 SERVICE STANDARDS


- 7.1 The provider must meet and comply with all applicable federal, state and local rules, regulations and standards.
- 7.2 In the event of conflict between these specifications and the 3225 Assisted Living Facilities regulations as published in the Delaware Administrative Code, the higher standard or requirement will apply.



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- 7.3 The provider must accept the reimbursement rates published by DSAAPD as payment in full for each participant the provider admits.
- 7.4 The provider must collect the participant's patient pay amount.
- 7.5 The provider must notify the Division of Medicaid & Medical Assistance (DMMA) regarding any change in participant insurance coverage.
- 7.6 The provider cannot be a representative payer for a participant.
- 7.7 The provider must hold a service agreement meeting with the participant or his/her representative at the time of admission. A representative from DSAAPD must also be present at the service agreement meeting. The provider must sign an initial service agreement with the participant and furnish a copy of the signed agreement to DSAAPD.
- 7.8 The provider must review and update a participant's service agreement at least annually or more often if needed. DSAAPD must be provided with copies of updated service agreements at least annually.
- 7.9 The provider must have the capacity to meet the current and changing service needs of participants they admit under the waiver program.
- 7.10 The provider must provide routine nursing services in accordance with all related Delaware laws and regulations.
- 7.11 The provider must maintain participant confidentiality.
- 7.12 The provider must ensure access to authorized representatives of Delaware Health and Social Services and/or Center for Medicare and Medicaid Services (CMS) to the assisted living facility and participants' records.
- 7.13 The provider must ensure that participants who have grievances or complaints receive a timely response and whenever possible, participants' grievances and complaints are resolved. A written record of all such grievances and complaints must be maintained by the Assisted Living provider. Such records are open for review by representatives of DSAAPD, the Division Long Term Care Resident Protection (DLTCRP) and DMMA.
- 7.14 At any time throughout the grievance or complaint process, the provider must facilitate the participants' ability to contact DSAAPD, DMMA, the state Ombudsman, and/or DLTCRP.
- 7.15 Retaliation against participants, family members, staff or others who complain or report



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grievances is prohibited.

- 7.16 The provider must notify DSAAPD of problems which threaten the continuity of a participant's service.
- 7.17 The provider must notify DSAAPD and the participant in writing (at least 30 days in advance) of plans to discharge a participant from the assisted living facility.
- 7.18 The provider must notify in writing to DSAAPD and DMMA when changes, such as the following occur:
 - 7.18.1 A change in ownership, including a change in the membership of boards of directors or other corporate governing bodies.
 - 7.18.2 A change in the provider agency's director.
 - 7.18.3 Any change in the legal representation of the provider agency.
- 7.19 The provider must notify DSAAPD at least 60 days in advance for planned changes and immediately when unforeseen changes occur. The provider contract will not automatically transfer when a change in ownership or corporate structure occurs. DMMA will determine if a new contract must be negotiated with the provider.

