

ARKANSAS REGISTER

Proposed Rule Cover Sheet



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200.000 AUTISM WAIVER ~~PROGRAM~~ GENERAL INFORMATION

201.000 **Arkansas Medicaid ~~Certification~~ Participation Requirements for Autism Waiver Providers~~gram~~** 4-22-20?????

201.100 Individual Service Provider Participation Requirements ?????

Individual providers of Autism Waiver services must meet the following requirements to be eligible to participate in Arkansas Medicaid:

1. Complete the provider participation and enrollment requirements contained within section 140.000 of this Medicaid manual;

All Autism Waiver providers must meet the Provider Participation and enrollment requirements contained within Section 140.000 of this manual, as well as the following criteria, to be eligible to participate in the Arkansas Medicaid Program:

2. Meet the credentialing, experience, training, and other qualification requirements under section 202.000 for the applicable Autism Waiver service; and
3. Autism Waiver providers must bObtaine certified certification as an Autism Waiver provider from by the Arkansas Department of Human Services, Division of Developmental Disabilities Services (DDS) or its contracted vendor as having met all Centers for Medicare and Medicaid Services (CMS) approved provider criteria, as specified in the Autism Waiver document, for the service(s) they wish to provide.

201.200 Group Service Provider Participation Requirements ?????

NOTE: Certification by the Division of Developmental Disabilities Services (DDS) or its contracted vendor does not guarantee enrollment in the Medicaid Program.

Group providers of Autism Waiver services must meet the following requirements to be eligible to participate in Arkansas Medicaid:

1. Complete the provider participation and enrollment requirements contained within section 140.000 of this Medicaid manual;
2. Each individual performing Autism Waiver services on behalf of the group must complete the individual provider participation and enrollment requirements contained within section 201.100; and
3. Obtain certification as an Autism Waiver provider from the Arkansas Department of Human Services, Division of Developmental Disabilities Services or its contracted vendor.

All Autism Waiver providers must submit current certification and/or licensure to the Provider Enrollment Unit along with their application to enroll as a Medicaid provider. **View or print the provider enrollment and contract package (Application Packet).** **View or print Provider Enrollment Unit contact information.**

Copies of certifications and renewals required by the Division of Developmental Disabilities Services (DDS) or its contracted vendor must be maintained by Autism Waiver Providers to avoid loss of provider certification. **View or print the Provider Certification contact information.**

201.3400 **Service Providers of Autism Waiver Services in Arkansas and Bordering and Non-Bordering States** 10-1-12?????

Providers in Arkansas and within fifty (50) miles of the state line in the six (6) bordering states (Louisiana, Mississippi, Missouri, Oklahoma, Tennessee and Texas) may be enrolled as Autism Waiver providers if they meet all Arkansas Medicaid participation requirements.

An Autism Waiver provider must be physically located in the state of Arkansas or physically located in a bordering state and serving a trade area city. Trade area cities are limited to Monroe and Shreveport, Louisiana; Clarksdale and Greenville, Mississippi; Poplar Bluff and Springfield, Missouri; Poteau and Sallisaw, Oklahoma; Memphis, Tennessee; and Texarkana, Texas.

Arkansas Medicaid does not provide Autism Waiver services in non-bordering states.

202.000 ENROLLMENT CRITERIAAUTISM WAIVER PROVIDER REQUIREMENTS

202.100 ASD Intensive Intervention Providers

**4-22-
20?????**

An Autism Spectrum Disorder (ASD) Intervention Provider must:

A. Be licensed by the state of Arkansas to provide Early Intervention Day Treatment (EIDT) services to children

OR

Be certified by the state of Arkansas to provide services under the Developmental Disabilities Services (DDS) Community Employment Supports (CES) Waiver program.

B. A. Be enrolled with Arkansas Medicaid to provide ASD Intervention Provider services.

The ASD Intensive Intervention providers will serve as the billing provider are those Autism Waiver service providers that are certified to provide one or more of the following Autism Waiver services:

1. Individual Assessment, Treatment Development, and Monitoring services;

2. Lead Therapy Intervention services;

3. Line Therapy Intervention services; and

4. Therapeutic Aides and Behavioral Reinforcers.

B. Each individual rendering Autism Waiver services on behalf of a group intensive intervention provider while employing them must meet the credentialing, experience, training, and other qualification requirements for the applicable service consultant, lead and line therapists who serve as the performing provider of waiver services.

202.200 Consultative Clinical and Therapeutic Provider Participation Requirements

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A. Consultative Clinical and Therapeutic providers must:

1. Be an Institution of Higher Education with the capacity to conduct research specific to autism spectrum disorders;

2. Have a central/home office located within the State of Arkansas; and

3. Have the capacity to provide services in all areas within the State of Arkansas.

- B. A Consultative Clinical and Therapeutic provider and each Clinical Services Specialist employed or contracted to provide Consultative Clinical and Therapeutic services must be independent of the intensive intervention provider selected by the parent/guardian.

202.2300

Consultants/Interventionist Participation Requirements4-22-
20?????

~~A qualified Consultant must~~ An Interventionist performing Individual Assessment, Treatment Development, and Monitoring Services must:

- ~~A. 1. _____ Hold a certificate from the Behavior Analyst Certification Board (BCAB) as a Board-Certified Behavior Analyst (BCBA) or a Board-Certified Assistant Behavior Analyst (BCaBA), and~~
 Have a minimum of two (2) years' experience performing one or more of the following for children with autism spectrum disorder:

- a. ~~_____d~~ Developing individualized treatment;
 b. ~~_____p~~ Providing intensive intervention services; or
 c. ~~_____e~~ Overseeing the an intensive intervention program for children with Autism Spectrum Disorder (ASD); and

B. ~~_____2. _____~~**OR**Hold either:

- a. ~~_____a~~ A minimum of a mMaster's (or more advanced) degree in Ppsychology, Sspeech-Llanguage Ppathology, Ooccupational Ttherapy, sSpecial Eeducation, or related field; or
 b. A certificate as a board certified behavior analyst (BCBA) from the Behavior Analyst Certification Boardrelated field and have a minimum of two (2) years of experience providing intensive intervention or overseeing the intensive intervention program for children with ASD.

202.4300

Lead Therapists Participation Requirements4-22-
20?????

~~A. A qualified~~ A Lead Therapist performing Lead Therapy Intervention services must:

- ~~1. _____ Hold a minimum of a bBachelor's (or more advanced) degree in Eeducation, /Sspecial Eeducation, Ppsychology, Sspeech-Llanguage Ppathology, Ooccupational Ttherapy, or a-related field;~~ and

A.

2. _____

- a. Have completed one hundred twenty (120) hours of specified Aautism spectrum disorder Spectrum Disorder (ASD) training; or

b. Received an Autism Certificate offered by the University of Arkansas; and-

B.

1. ~~Introduction to ASD (A maximum of 12 hours on this topic)~~
 2. ~~Communication Strategies, including alternative and augmentative strategies~~
 3. ~~Sensory Processing disorders and over-arousal response~~

- ~~4. Behavior analysis/positive behavioral supports, including data collection, reinforcement schedules, and functional analysis of behavior~~
- ~~5. Evidence-based interventions~~
- ~~6. Techniques for effectively involving and collaborating with parents~~

OR

~~Have completed an Autism Certificate Program, and~~

- ~~3. Have a minimum of two (2) years' of experience in intensive intervention programming for services to children with ASD autism spectrum disorder.~~

~~C.~~

~~B. In a hardship situation, the Division of Developmental Disabilities Services (DDS) or its contracted vendor may issue allow an provisional certification individual to act as a Lead Therapist and perform Lead Therapist Intervention services prior to meeting all the requirements in section 202.400(A).~~

- ~~1. to enable services to be delivered in a timely manner. A hardship situation exists when a child beneficiary is in needs of Lead Therapy Intervention services and staff is not available who meet all training/experience requirements.~~

- ~~2. In a hardship situation, the individual or group performing Lead Therapy Intervention services must meet all training/experience requirements in section 202.400(A) Provisional certification of a particular staff person requires that the total number of training hours be completed within the first one (1) year of service.~~

202.4500 Line Therapists Participation Requirements

4-22-20????

~~A. A qualified A~~ Line Therapist performing Line Therapy Intervention services must:

- ~~1. Be at least eighteen (18) years of age;~~
- ~~2. Hold at least a high school diploma or GED;~~

~~3.~~

~~A.~~

~~Have completed eighty (80) hours of specified Autism spectrum disorder Spectrum Disorder (ASD) training; and~~

~~B. 4.~~

- ~~1. Introduction to ASD (A maximum of 12 hours on this topic)~~
- ~~2. Communication Strategies, including alternative and augmentative strategies~~
- ~~3. Sensory Processing disorders and over-arousal response~~
- ~~4. Behavior analysis/positive behavioral supports, including data collection, reinforcement schedules, and functional analysis of behavior~~
- ~~5. Evidence-based interventions~~
- ~~Techniques for effectively involving and collaborating with parents, and~~
- ~~6.~~

~~Have a minimum of two (2) years' of experience working directly with children.~~

~~C.~~

~~B. In a hardship situation, the Division of Developmental Disabilities Services (DDS) or its contracted vendor may allow an individual to act as a Line Therapist and perform Line Therapist Intervention services prior to meeting all the requirements in section 202.500(A) issue a provisional certification to enable services to be delivered in a timely manner.~~

1. A hardship situation exists when a ~~beneficiary child is in~~ needs of Line Therapy Intervention services and staff is not available who meet all training/experience requirements.

2. -In a hardship situation, the individual or group performing Line Therapy Intervention services must meet all training/experience requirements in section 202.500(A) Provisional certification of a particular staff person requires that the total number of training hours be completed within the first one (1) year of service.

202.500 Consultative Clinical and Therapeutic Service Providers

4-22-20

The Consultative Clinical and Therapeutic Service provider must be an Institution of Higher Education (4 year program) with the capacity to conduct research specific to Autism Spectrum Disorders (ASD). The provider must:

202.600 Clinical Services Specialist (CSS) Participation Requirements

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Each Clinical Services Specialist employed or contracted by a Consultative Clinical and Therapeutic provider to perform Consultative Clinical and Therapeutic services must hold a certificate in good-standing as a board-certified behavioral analyst (BCBA) from the Behavior Analyst Certification Board. Be staffed by professionals who will serve as Clinical Service Specialists and are Board-Certified Behavior Analysts or have Master's degree in Psychology, Special Education, Speech-Language Pathology, or a related field and three (3) years of experience in providing interventions to young children with ASD;

1. Have a central/home office located within the state and have the capacity to provide services in all areas of the state;
 2. Have a graduate level curriculum developed and a minimum of three (3) years of experience in providing training toward a graduate certificate in Autism Spectrum Disorders, recognized by the Arkansas Department of Higher Education; and
 3. Be enrolled with Arkansas Medicaid to provide Consultative Clinical and Therapeutic Services.
- B. This provider must be independent of the intervention service provider (community-based organization) in order to provide checks and balances in situations where progress is not being achieved, where significant maladaptive behavior exists, or where significant risk factors are noted.

203.000 Supervision

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A. The Clinical Services Specialist providing consultative clinical and therapeutic services to a beneficiary must perform quality reviews to ensure appropriate implementation of the intensive intervention services included in the plan of care.

1. Quality reviews are initially conducted monthly.
2. If the beneficiary is progressing as expected through the first quarter of Autism Waiver services, quarterly quality reviews are permitted as long as the beneficiary continues to progress as expected.

B. The Interventionist must perform monthly on-site monitoring of intensive intervention service(s) delivery by the parent/guardian, Lead Therapist, and Line Therapist.

C. The Lead Therapist must perform weekly or more frequent in-person monitoring of intensive intervention service(s) delivery by the Line Therapist.

2043.000 Required Documentation Requirements

**10-4-
12?????**

204.100 Documentation Requirements for all Medicaid Providers**?????**

See section 140.000 of this Medicaid manual for the documentation that is required for all Arkansas Medicaid providers.

Autism Waiver providers must create and maintain written records. Along with the required enrollment documentation, which is detailed in Section 141.000, the records, outlined in Section 203.100, must be included in the beneficiary's case files maintained by the provider.

204.1200 Autism Waiver Service Documentation in Beneficiary's Case Files Requirements**4-22-20????**

Autism Waiver providers must ~~maintain~~ develop and maintain in sufficient written documentation each beneficiary's service record in the Autism Waiver Database maintained by Arkansas Department of Human Services, Division of Developmental Disabilities Services (DDS) or its contracted vendor to support each service for which billing is made. This documentation, at a minimum, must consist of:

1. ~~A. A copy of the~~ The beneficiary's autism spectrum disorder diagnosis;
2. The beneficiary's applicable medical records;
3. The beneficiary's beneficiary's plan of care;
4. The beneficiary's individualized treatment plan (ITP);
5. ~~B. The~~ The evaluations conducted as part of any level of care determination or in the development of the beneficiary's comprehensive clinical profile;
6. The beneficiary's form DHS-3330;
7. The specific services rendered
8. ~~C. Signed consent by a parent/legal guardian's signed election~~ to receive Autism Waiver services;
9. The parent/guardian's signed choice of provider form;
10. The quarterly reviews conducted by the clinical services specialist;
10. Autism Waiver service delivery documentation, which must include for each Autism Waiver service date:
 - i. Beneficiary name;
 - ii. The date and beginning and ending time of each Autism Waiver service;
 - iii. A description of specific intensive intervention services provided and the activities performed;
 - iv. The address and setting where the Autism Waiver service was provided;
 - v. Name(s), credential(s) of the person(s) providing the Autism Waiver service;
 - vi. Which of the beneficiary's ITP goals and objectives the day's Autism Waiver service(s) are intended to address;

- vii. Weekly or more frequent progress notes signed or initialed by the person(s) providing the Autism Waiver service(s) describing the beneficiary's status with respect to their ITP goals and objectives; and
- ~~11. Any other documentation and information~~ ~~D. The date and actual time the services were rendered~~
- ~~E. The name and title of the individual who provided the service~~
- ~~F. The relationship of the service to the treatment regimen of the beneficiary's treatment plan~~
- ~~G. Updates describing the beneficiary's progress or lack thereof. (Updates should be maintained on a daily basis or at each contact with or on behalf of the beneficiary.) Progress notes must be signed and dated by the provider of the service~~
- ~~H. Completed forms as required by the Arkansas Department of Human Services, Division of Developmental Disabilities Services (DDS) or its contracted vendor, which may vary based on the Autism Waiver service provided.~~
- ~~I. Time sheets of the individual(s) providing the service(s). Additional documentation and information may be required dependent upon the service to be provided.~~

2043.2300 Electronic Signatures

40-4-
42?????

Arkansas Medicaid will accept electronic signatures, in compliance ~~provided the electronic signatures comply~~ with Arkansas Code § 25-31-103, et seq.

210.000 PROGRAM COVERAGEELIGIBILITY

211.000 Scope

4-22-
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The purpose of the Autism Waiver is to provide one-on-one, intensive early intervention treatment in a natural environment setting for to beneficiaries ~~beneficiaries between ages~~ eighteen (18) months ~~through and seven~~ eight (78) years of age with a diagnosis of Autism Spectrum Disorder (ASD). ~~The waiver participants must meet the ICF/IID level of care and have a diagnosis of ASD.~~

~~When providing services to children under the Autism Waiver, only natural home and community settings that provide inclusive opportunities for the child with ASD will be utilized. The setting will primarily be the child's home, but other community locations, identified by the parent (such as the park, grocery store, church, etc.) may be selected based on the skills and behaviors of the child that need to be targeted.~~

~~The community based services offered through the Autism waiver are as follows:~~

- ~~A. Individual Assessment/Treatment Development/Monitoring~~
- ~~B. Therapeutic Aides and Behavioral Reinforcers~~
- ~~C. Lead Therapy Intervention~~
- ~~D. Line Therapy Intervention~~
- ~~E. Consultative Clinical and Therapeutic Services~~

~~The waiver program is operated by the Division of Developmental Disabilities Services (DDS) or its contracted vendor under the administrative authority of the Division of Medical Services.~~

212.000 Beneficiary Eligibility Requirements

4-22-
20?????

212.0100 Eligibility AssessmentAge Requirement

40-4-
42?????

- A. A beneficiary must be between eighteen (18) months and eight (8) years of age to receive Autism Waiver services.
- B. A beneficiary must enroll in the Autism Waiver on or before their fifth (5th) birthday to allow for the maximum three (3) consecutive years of Autism Waiver services prior to turning eight (8) years old. See section 221.000(C).

212.200 Qualifying Diagnosis~~10-1-12~~12?????

- A. A beneficiary must have an autism spectrum disorder (ASD) diagnosis from at least two (2) of the following three (3) licensed professionals, either each individually or as a team:
 - 1. The beneficiary's primary care provider (PCP) or attending licensed physician;
 - 2. Psychologist, and
 - 3. Speech-language pathologist.

- B. The beneficiary's ASD diagnosis must be the primary contributing factor to their developmental or functional delays, deficits, or maladaptive behaviors to receive Autism Waiver services.

~~The client intake and assessment process for the Autism Waiver includes a determination of financial eligibility, a level of care determination, the development of an individualized plan of care and documentation of the participant's choice between home and community-based services and institutional services.~~

212.100 Financial Eligibility Determination

10-1-12

~~Financial eligibility for the Arkansas Medicaid Program must be verified as part of the participant's intake and assessment process for admission into the Autism Waiver program. Medicaid eligibility is determined by the Department of Human Services (DHS) Division County Operations.~~

212.2300 Institutional Level of Care Determination

4-22-20?????

- A. A beneficiary must require an institutional level of care (LOC) to enroll in the Autism Waiver and receive Autism Waiver services. A beneficiary is deemed to require an institutional LOC for Autism Waiver eligibility purposes if they meet one of the following:
 - 1. A beneficiary scores seventy (70) or less in any two (2) of the Vineland Adaptive Behavior Scales (Vineland) domains.
 - a. Scores above seventy (70) falling within a domain's confidence interval for the beneficiary's developmental age will not preclude a beneficiary from Autism Waiver eligibility.
 - b. For example, a beneficiary with a Vineland Communication domain score of seventy-four (74) where the beneficiary's developmental age confidence interval is five (5) points would meet institutional LOC criteria for that particular domain.
 - 2. A beneficiary aged three (3) or older scores eighty-five (85) or less in any two (2) Vineland domains AND has a Vineland Maladaptive Behavior Index Score between twenty-one (21) and twenty-four (24).
 - a. Scores above eighty-five (85) falling within a domain's confidence interval for the beneficiary's developmental age will not preclude a beneficiary from Autism Waiver eligibility.

- b. For example, a beneficiary with a Vineland Communication domain score of eighty-eight (88) where the beneficiary's developmental age confidence interval is five (5) points would meet institutional LOC criteria for that particular domain.
- 3. A beneficiary under the age of three (3) scores eighty-five (85) or less on two (2) of the three (3) Vineland domains AND has a Temperament Atypical Behavior Scale score of eight (8) and above.

~~Each beneficiary on this waiver must be diagnosed with Autistic Disorder (View ICD codes), based on the diagnostic criteria set forth in the most recent edition of the Diagnostic Statistical Manual (DSM). The initial and annual determinations of eligibility will be determined utilizing the same criteria used for a child with Autism Spectrum Disorder (ASD) being admitted to the state's ICF/IID facilities.~~
B. A beneficiary must receive an annual LOC reevaluation to demonstrate continued eligibility for the Autism Waiver.

220.000 PROGRAM SERVICES

2213.000 Non-covered Services

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- A. Arkansas Medicaid will only reimburse for those services listed in sections 220.000 through 222.600, subject to all applicable limits.
- B. Autism Waiver services are reimbursable if, and only to the extent, authorized in the beneficiary's plan of care. See section 223.000.
- C. A beneficiary can receive a maximum of three (3) years of Autism Waiver services. Autism Waiver services are not covered beyond the three (3) year maximum limit.

222.000 Covered Services

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222.100 Individual Assessment, Treatment Development, and Monitoring Services ?????

- A. Individual Assessment, Treatment Development, and Monitoring services include the following components:
 - 1. Administering the evaluation instrument(s) and conducting the clinical observations necessary to create a comprehensive clinical profile of the beneficiary's skill deficits across multiple domains, including without limitation language/communication, cognition, socialization, self-care, and behavior.
 - a. The administration of the Assessment of Basic Language and Learning Skills-Revised instrument (ABLLS-R) is a required part of the comprehensive clinical profile.
 - b. Other evaluation instruments and clinical judgment may also be utilized so long as it supports the development of the beneficiary's comprehensive clinical profile.
 - 2. Developing the individualized treatment plan (ITP) that guides the day-to-day delivery of intensive intervention services and includes without limitation the:

- a. Intensive intervention service(s) delivery schedule;
 - b. Short and long-term goals and objectives; and
 - c. Data collection that will be implemented to assess progress towards those short and long-term goals and objectives.
- 3. Training and educating the parent/guardian, Lead Therapist, and Line Therapist on how to:
 - a. Implement and perform the intensive intervention service(s) included on the ITP;
 - b. Collect the required data; and
 - c. Record the service session notes necessary to assess the beneficiary's progress towards ITP goals and objectives.
- 4. Performing monthly monitoring of intensive intervention service delivery by the parent/guardian, Lead Therapist, and Line Therapist.
- 5. Completing beneficiary clinical progress assessments and adjusting the comprehensive clinical profile and ITP as required. Clinical progress assessments must be completed for each beneficiary at least every four (4) months and must always include:
 - a. The administration of an ABLLS-R; and
 - b. An in-depth review of the data and session notes entered by the Lead Therapist and Line Therapist.
- B. Individual Assessment, Treatment Development, and Monitoring services must be performed by a qualified Interventionist.
- C. Individual Assessment, Treatment Development, and Monitoring services may be completed through telemedicine if in compliance with section 222.600 of this Medicaid manual, except for a beneficiary's initial evaluation, which must be conducted in-person in a natural environment setting.
- D. Individual Assessment, Treatment Development, and Monitoring services are reimbursed on a per unit basis. The unit of service calculation should only include time spent administering beneficiary evaluations, conducting clinical observation, monitoring Lead and Line Therapist service delivery, or providing face-to-face training to the parent/guardian and Lead and Line Therapists. The unit of service calculation does not include time spent in transit to and from a service setting. **View or print the billable Individual Assessment, Treatment Development, and Monitoring procedure codes and descriptions.**

222.200 Consultative Clinical and Therapeutic Services

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- A. Consultative Clinical and Therapeutic services provide high level, independent clinical oversight of the implementation of the beneficiary's plan of care and individualized treatment plan, and include the following components:
 - 1. Conducting quality reviews to ensure appropriate implementation of the intensive intervention services included in the plan of care.

- a. Quality reviews are initially conducted monthly.
 - b. If the beneficiary is progressing as expected through the first quarter of Autism Waiver services, quarterly quality reviews are permitted as long as the beneficiary continues to progress as expected.
- 2. Providing technical assistance to the parent/guardian, Lead Therapist, and Line Therapist when the beneficiary is not progressing as expected.
- 3. Notifying DDS or its contracted vendor if any issues related to Autism Waiver compliance are discovered.
- B. Consultative Clinical and Therapeutic services must be performed by a qualified Clinical Services Specialist.
- C. Consultative Clinical and Therapeutic services may be conducted through the use of telemedicine in accordance with section 222.600 of this Medicaid manual, unless:
 - 1. The beneficiary, parent/guardian, Lead Therapist, or Line Therapist needs dictate that Consultative Clinical and Therapeutic services should be performed by the Clinical Services Specialist in-person; or
 - 2. The beneficiary is not progressing as expected.
- D. Consultative Clinical and Therapeutic services are reimbursed on a per unit basis. The unit of service calculation does not include time spent in transit to and from a service setting. **View or print the billable Consultative Clinical and Therapeutic procedure codes and descriptions.**

222.300 Lead Therapy Intervention Services?????

- A. Lead Therapy Intervention services include the following components:
 - 1. Providing intensive intervention service(s) in accordance with the individualized treatment plan (ITP);
 - 2. Weekly or more frequent in-person monitoring of the intensive intervention service(s) delivery by the Line Therapist;
 - 3. Reviewing all data collected and service session notes recorded by the Line Therapist and parent/guardian;
 - 4. Training, assisting, and supporting the parent/guardian and Line Therapist;
 - 5. Receiving parent/guardian feedback and responding to parent/guardian concerns or forwarding them to the appropriate person; and
 - 6. Notifying the Interventionist when issues arise.
- B. Lead Therapy Intervention services must be performed by a qualified Lead Therapist.
- C. Lead Therapy Intervention services involving the beneficiary must:
 - 1. Be conducted in a typical home or community setting for a similarly aged child without a disability or delay that the beneficiary and their family frequent, such as the beneficiary's home, neighborhood playground or park, church, or restaurant; and

2. Include the participation of a parent/guardian.

- D. Lead Therapy Intervention services are reimbursed on a per unit basis. The unit of service calculation should only include time spent delivering face-to-face services to the beneficiary and parent/guardian, monitoring Line Therapist service delivery, or providing face-to-face training to a Line Therapist. The unit of service calculation does not include time spent in transit to and from a service setting. **View or print the billable Lead Therapy Intervention procedure codes and descriptions.**

222.400 Line Therapy Intervention Services

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A. Line Therapy Intervention services include the following components:

1. Providing intensive intervention service(s) in accordance with the individualized treatment plan (ITP);
2. Collecting data and recording session notes in accordance with the ITP; and
3. Reporting progress and concerns to the Lead Therapist or Interventionist, as needed.

B. Line Therapy Intervention services must be performed by a qualified Line Therapist.

C. Line Therapy Intervention services involving the beneficiary must:

1. Be conducted face-to-face in a typical home or community setting for a similarly aged child without a disability or delay that the beneficiary and their family frequent, such as the beneficiary's home, neighborhood playground or park, church, or restaurant; and
2. Include the participation of a parent/guardian.

- D. Line Therapy Intervention services are reimbursed on a per unit basis. The unit of service calculation should only include time spent delivering face-to-face services to the beneficiary and parent/guardian, and does not include time spent in transit to and from a service setting. **View or print the billable Line Therapy Intervention procedure codes and descriptions.**

222.500 Therapeutic Aides and Behavioral Reinforcers

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A. Therapeutic aides and behavioral reinforcers are tools, aides, or other items a beneficiary uses in their home when necessary to implement and carry out the beneficiary's individualized treatment plan (ITP) and substitute materials or devices are otherwise unavailable.

B. The Interventionist determines when therapeutic aides and behavioral reinforcers should be included in the ITP.

C. A beneficiary may keep any therapeutic aides and behavioral reinforcers after exiting the Autism Waiver as long as the requirements of the Parent/Guardian Participation Agreement are met.

D. Therapeutic aides and behavioral reinforcers are limited to a maximum reimbursement of one thousand dollars (\$1,000.00) per beneficiary, per lifetime. **View or print the billable Therapeutic Aides and Behavioral Reinforcers codes and descriptions.**

222.600 Telemedicine Services**?????**

- A. Consultative Clinical and Therapeutic services and Individual Assessment, Treatment Development, and Monitoring services may be delivered through telemedicine in accordance with this section 222.600.
1. A beneficiary's initial evaluation by the Interventionist may not be conducted through telemedicine and must be performed through traditional in-person methods.
 2. Parental or guardian consent is required prior to telemedicine service delivery.
 3. All telemedicine services must be delivered in accordance with the Arkansas Telemedicine Act, Ark. Code Ann. § 17-80-401 to -407, or any successor statutes, and section 105.190 of this Medicaid manual.
- B. The Autism Waiver service provider is responsible for ensuring service delivery through telemedicine is equivalent to in-person, face-to-face service delivery.
1. The Autism Waiver service provider is responsible for ensuring the calibration of all clinical instruments and proper functioning of all telecommunications equipment.
 2. All Autism Waiver services delivered through telemedicine must be delivered in a synchronous manner, meaning through real-time interaction between the practitioner and beneficiary, parent/guardian, or practitioner via a telecommunication link.
 3. A store and forward telecommunication method of service delivery where either the beneficiary, parent/guardian, or practitioner records and stores data in advance for the other party to review at a later time is prohibited, although correspondence, faxes, emails, and other non-real time interactions may supplement synchronous telemedicine service delivery.
- C. Autism Waiver services delivered through telemedicine delivered in compliance with this section 222.600 are reimbursed in the same manner and subject to the same benefit limits as in-person, face-to-face service delivery.

22342.3000 Plan of Care**4-22-
20?????**

- A. The Division of Developmental Disabilities Services or its contracted vendor must develop Each beneficiary eligible for the Autism Waiver must have an individualized plan of care for each beneficiary. The authority to develop an Autism Waiver plan of care is given by the Division of Developmental Disabilities Services (DDS) or its contracted vendor.
1. The plan of care must be developed by an individual who has either:
 - a. A Registered Nurse license; or
 - b. A Bachelor's (or more advanced) degree in psychology, nursing, speech-language pathology, education, or related field.
 2. The plan of care must be developed in collaboration with:
 - a. The parent/guardian; and
 - b. Any other individuals requested by the parent/guardian.

B. Each beneficiary's plan of care must include the following

1. The beneficiary's identification information, which includes without limitation the beneficiary's:
 - a. Full name;
 - b. Address;
 - c. Date of birth; and
 - d. Medicaid number; and
2. The name and credentials of the individual responsible for plan of care development;
3. The beneficiary's needs and potential risks;
4. The intensive intervention service(s) that will be implemented to meet those needs;
5. The amount, frequency, and duration of each intensive intervention service; and
6. The parent/guardian's choice of intensive intervention service provider(s).

C. A beneficiary's plan of care must be updated at least annually and any time the beneficiary is not progressing as expected.

224.000 Individualized Treatment Plan

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A. The Individual Assessment, Treatment Development, and Monitoring service provider selected by the beneficiary's parent/guardian must develop an individualized treatment plan (ITP) for the beneficiary.

1. The individual responsible for developing and updating the ITP must be a qualified Interventionist.
2. The Interventionist must develop and update the ITP in in collaboration with the:
 - a. Lead Therapist;
 - b. Line Therapist;
 - c. Parent/guardian; and
 - d. Any other individuals requested by the parent/guardian.

B. Each ITP must include the following:

1. The beneficiary's identification information, which includes without limitation the beneficiary's:
 - a. Full name;
 - b. Address;
 - c. Date of birth; and

- d. Medicaid number; and
- 2. The name and credentials of the Interventionist responsible for ITP development;
- 3. A written description of a minimum of three (3) goals and objectives, which must each be:
 - a. Written in the form of a regular function, task, or activity the beneficiary is working toward successfully performing;
 - b. Measurable; and
 - c. Specific to the individual beneficiary;
- 4. The intensive intervention service(s) delivery schedule;
- 5. Detailed instructions for implementation of intensive intervention services including the job title(s) or credential(s) of the personnel that will furnish the intensive intervention service(s);
- 6. The data collection that will be required to monitor and assess progress towards the beneficiary's goals and objectives; and
- 7. When appropriate, a positive behavior supports plan for maladaptive behavior.
- C. A beneficiary's ITP must be updated every four (4) months after the administration of the Assessment of Basic Language and Learning Skills-Revised instrument, and anytime a beneficiary is not progressing as expected.

250.000 REIMBURSEMENT

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251.000 Method of Reimbursement

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Except as otherwise provided in this manual, covered Autism Waiver services use fee schedule reimbursement methodology. Under fee schedule methodology, reimbursement is made at the lower of the billed charge for the service or the maximum allowable reimbursement for the service under Arkansas Medicaid. The maximum allowable reimbursement for a service is the same for all Autism Waiver providers.

- 1. A full unit of service must be rendered to bill a unit of service.
- 2. Partial units of service may not be rounded up and are not reimbursable.
- 3. Non-consecutive periods of service delivery over the course of a single day may be aggregated when computing a unit of service.

251.100 Fee Schedules

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- A. Arkansas Medicaid provides fee schedules on the Arkansas Medicaid website. **View or print the Autism Waiver fee schedule.**
- B. Fee schedules do not address coverage limitations or special instructions applied by Arkansas Medicaid before final payment is determined.

- C. Fee schedules and procedure codes do not guarantee payment, coverage, or the reimbursement amount. Fee schedule and procedure code information may be changed or updated at any time.

~~A copy of the plan of care, prepared by the Division of Developmental Disabilities Services (DDS) or its contracted vendor's Autism Waiver Coordinator and the waiver participant's parent or guardian, is forwarded to the Autism Spectrum Disorder (ASD) service provider(s) chosen by the participant. Each provider is responsible for developing an Individual Treatment Plan in accordance with the participant's service plan. Each Autism Waiver service must be provided within an established timeframe and according to the participant's service plan. The original plan of care will be maintained by the Division of Developmental Disabilities Services (DDS) or its contracted vendor.~~

~~The ASD plan of care must include:~~

- ~~A. Beneficiary identification information, including full name, address, date of birth, Medicaid number, and effective date of Autism Waiver eligibility;~~
- ~~B. The medical and other services to be provided, their amount, frequency, scope, and duration;~~
- ~~C. The name of the service provider chosen by the beneficiary to provide each service;~~
- ~~D. The election of community services by the waiver beneficiary; and~~
- ~~E. The name of the Division of Developmental Disabilities Services (DDS) or its contracted vendor's Autism Waiver Coordinator responsible for the development of the beneficiary's plan of care.~~

~~The treatment plan must be designed to ensure that services are:~~

- ~~A. Individualized to the beneficiary's unique circumstances;~~
- ~~B. Provided in the least restrictive environment possible;~~
- ~~C. Developed within a process ensuring participation of those concerned with the beneficiary's welfare;~~
- ~~D. Monitored and adjusted as needed, based on changes to the waiver plan of care, as reported by the Division of Developmental Disabilities Services (DDS) or its contracted vendor's Autism Waiver Coordinator;~~
- ~~E. Provided within a system that safeguards the beneficiary's rights; and~~
- ~~F. Documented carefully, with assurance that appropriate records will be maintained.~~

~~NOTE: Each service included on the Autism Waiver plan of care must be justified by the Division of Developmental Disabilities Services (DDS) or its contracted vendor's Autism Waiver Coordinator. This justification is based on medical necessity, the beneficiary's physical, mental, and functional status, other support services available to the beneficiary, cost effectiveness, and other factors deemed appropriate by the Division of Developmental Disabilities Services (DDS) or its contracted vendor's Autism Waiver Coordinator.~~

~~Each Autism Waiver service must be provided according to the beneficiary plan of care. As detailed in the Medicaid Program provider contract, providers may bill only after services are provided.~~

~~Revisions to a beneficiary's plan of care may only be made by the Division of Developmental Disabilities Services (DDS) or its contracted vendor's Autism Waiver Coordinator. A revised plan of care will be sent to each appropriate provider.~~

~~Regardless of when services are provided, services are considered non-covered and do not qualify for Medicaid reimbursement unless the provider and the service are authorized on an Autism Waiver plan of care. Medicaid expenditures paid for services not authorized on the Autism Waiver plan of care are subject to recoupment.~~

~~NOTE: No waiver services will begin until all eligibility criteria have been met and approved.~~

~~220.000~~	~~Description of Services~~	~~4-22-~~
~~220.100~~	~~Autism Waiver Services~~	~~2~~
		~~0~~

~~A. Individual Assessment/Treatment Development/Monitoring~~

~~A Consultant, hired by the ASD Intensive Intervention community provider performs this service, which include the following components:~~

- ~~1. Assess each child to determine a comprehensive clinical profile, documenting skills deficits across multiple domains including language and communication, cognition, socialization, self-care, and behavior. The instruments used will be individualized to help the child's presenting symptoms as determined by the Consultant but must include at a minimum the Verbal Behavior Milestones Assessment and Placement Program (VB-MAP) or the Assessment of Basic Language and Learning Skills Revised (ABLLS-R at least every four (4) months). Other instruments and clinical judgement of the Consultant may also be utilized so as long as they render a detailed profile of the child's skills and deficits across multiple domains.~~
- ~~2. Use this detailed clinical profile to develop the Individualized Treatment Plan (ITP) that guides the day-to-day delivery of evidence-based interventions and the daily data collection. The Consultant must develop the ITP based on the assessment, utilizing exclusively evidence-based practices, and train Lead and Line Therapists to implement the intervention(s) and collect detailed data regarding the child's progress. The evidence-based practices that will be utilized in this program are those recognized in the National Autism Center's National Standards Project, which included, but are not limited to:~~
 - ~~a. Behavioral Interventions~~
 - ~~b. Cognitive Behavioral Intervention Package~~
 - ~~c. Comprehensive Behavioral Treatment for Young Children~~
 - ~~d. Language Training~~
 - ~~e. Modeling~~
 - ~~f. Naturalistic Teaching Strategies~~
 - ~~g. Parent Training Package~~
 - ~~h. Peer Training Package~~
 - ~~i. Pivotal Response Treatment~~
 - ~~j. Schedules~~
 - ~~k. Scripting~~
 - ~~l. Self-Management~~
 - ~~m. Social Skills Package~~
 - ~~n. Story Based Intervention~~

~~As additional research on intervention strategies expands the list of accepted practices, additional options may be added to the menu for use by providers. The specific selection of strategies will be individualized for each child based on an evaluation conducted by the Consultant at the onset of service implementation. The individualized program will be documented in the Individual Treatment Plan.~~

- ~~3. Monitoring services will be performed by the Consultant on at least a monthly basis. Monitoring responsibilities will include the oversight of the implementation of evidence-based intervention strategies by the lead therapist, the line therapist, and the family; educating family members and key staff regarding treatment; on-site reviewing of treatment effectiveness and implementation fidelity; use data collected to determine the~~

~~clinical progress of the child and the need for adjustments to the ITO, as necessary; and modifying assessment information, as necessary.~~

B. Therapeutic Aides and Behavioral Reinforcers

~~The Consultant will assess the availability of necessary therapeutic aides and behavioral reinforcers in the home. If the Consultant determines that availability is insufficient for implementation of the Individual Treatment Plan, the Consultant will purchase those therapeutic aides necessary for use in improving the child's language, cognition, social, and self-regulatory behavior.~~

NOTE: If the two (2) year minimum participation is not completed, all aides/materials purchased for implementation of treatment must be returned to the Consultant. These aides/materials are to be left with the participant upon successful completion of the waiver program.

C. Lead Therapy Intervention

~~The Lead Therapist is responsible for assurance that the treatment plan is implemented as designed; weekly monitoring of implementation and effectiveness of the treatment plan; reviewing all data collected by the Line Therapist and parent/guardian; providing guidance and support to the Line Therapist(s); receiving parent/guardian feedback and responding to concerns or forwarding to appropriate person and notifying the Consultant when issues arise.~~

D. Line Therapy Intervention

~~The Line Therapist is responsible for on-site implementation of the interventions as set forth in the treatment plan; recording of data as set forth in the treatment plan and reporting progress/concerns to the Lead Therapist/Consultant as needed.~~

E. Consultative Clinical and Therapeutic Services

~~The Autism Spectrum Disorder (ASD) Clinical Services Specialist will provide Consultative Clinical and Therapeutic Services. These services are therapeutic services to assist unpaid caregivers (parents/guardians) and paid support staff (staff involved in intensive intervention services) in carrying out the Individual Treatment Plan, as necessary to improve the beneficiary's independence and inclusion in their family and community.~~

~~These professionals will provide technical assistance to carry out the Individual Treatment Plan and monitor the beneficiary's progress resulting from implementation of the plan. If review of treatment data on a specific beneficiary does not show progress or does not seem to be consistent with the skill level/behaviors of the beneficiary, as observed by the Clinical Services Specialist, the Clinical Services Specialist will either provide additional technical assistance to the parents and staff implementing the intervention or contact the Division of Developmental Disabilities Services (DDS) or its contracted vendor's Autism Waiver Coordinator responsible for the beneficiary to schedule a conference to determine if the Intervention Plan needs to be modified. Since the Clinical Services Specialists are independent of the provider agency hiring the consultant and other staff, this service provides a safeguard for the beneficiary regarding the intervention. This service will be provided in the beneficiary's home or community location, based on the Individual Treatment Plan, or via the use of distance technology, as appropriate.~~

220.200 Benefit Limits

4-22-20

A. Individual Assessment, Program Development/Training Plan Implementation, and Monitoring of Intervention Effectiveness

~~—The maximum benefit limit is ninety (90) hours per plan of care year.~~

B. Therapeutic Aides and Behavioral Reinforcers

~~—There is a maximum reimbursement of \$1,000.00 per participant per lifetime. These aides/materials are left with the participant upon successful completion of the Waiver program.~~

C. Lead Therapy

- ~~_____ The maximum benefit limit is six (6) hours per week.~~
- ~~D. _____ Line Therapy~~
- ~~_____ The maximum benefit limit is twenty-five (25) hours per week.~~
- ~~E. _____ Consultative Clinical and Therapeutic Services~~
- ~~_____ The maximum benefit limit is thirty-six (36) hours per plan-of-care year.~~

230.000 _____ BILLING INSTRUCTIONS

230.100 _____ Introduction to Billing 7-1-20

The Autism **waiver** providers use the CMS-1500 claim form to bill the Arkansas Medicaid Program, on paper, for services provided to eligible Medicaid beneficiaries. Each claim should contain charges for only one **(1)** beneficiary.

Section III of this manual contains information about available options for electronic claim submission.

230.200 _____ Autism Waiver Procedure Codes 4-22-20

[Click here to view the Autism Waiver procedure codes.](#)

230.300 _____ National Place of Service (POS) Codes 10-1-12

The national place of service (POS) code is used for both electronic and paper billing.

Place of Service	POS Codes
Patient's Home	12
Other	99

230.400 _____ Billing Instructions – Paper Only 11-1-17

Bill Medicaid for professional services with form CMS-1500. [View a sample form CMS-1500.](#)

Carefully follow these instructions to help the fiscal agent efficiently process claims. Accuracy, completeness and clarity are essential. Claims cannot be processed if necessary information is omitted.

Forward completed claim forms to the fiscal agent's claims department. [View or print fiscal agent claims department contact information.](#)

NOTE: A provider delivering services without verifying beneficiary eligibility for each date of service does so at the risk of not being reimbursed for the services.

230.410 _____ Completion of CMS-1500 Claim Form 4-22-20

Field Name and Number	Instructions for Completion
1. _____ (type of coverage)	Not required.
1a. _____ INSURED'S I.D. NUMBER (For Program in Item 1)	Beneficiary's 10-digit Medicaid or ARKids First A or ARKids First B identification number.

Field Name and Number	Instructions for Completion
2. ~~_____ PATIENT'S NAME (Last Name, First Name, Middle Initial)~~	~~Beneficiary's last name and first name.~~
3. ~~_____ PATIENT'S BIRTH DATE~~	~~Beneficiary's date of birth as given on the Medicaid or ARKids First A or ARKids First B identification card. Format: MM/DD/YY.~~
~~_____ SEX~~	~~Check M for male or F for female.~~
4. ~~_____ INSURED'S NAME (Last Name, First Name, Middle Initial)~~	~~Required if insurance affects this claim. Insured's last name, first name, and middle initial.~~
5. ~~_____ PATIENT'S ADDRESS (No., Street)~~	~~Optional. Beneficiary's complete mailing address (street address or post office box).~~
~~_____ CITY~~	~~Name of the city in which the beneficiary resides.~~
~~_____ STATE~~	~~Two-letter postal code for the state in which the beneficiary resides.~~
~~_____ ZIP CODE~~	~~Five-digit zip code; nine digits for post office box.~~
~~_____ TELEPHONE (Include Area Code)~~	~~The beneficiary's telephone number or the number of a reliable message/contact/emergency telephone.~~
6. ~~_____ PATIENT RELATIONSHIP TO INSURED~~	~~If insurance affects this claim, check the box indicating the patient's relationship to the insured.~~
7. ~~_____ INSURED'S ADDRESS (No., Street)~~	~~Required if insured's address is different from the patient's address.~~
~~_____ CITY~~	
~~_____ STATE~~	
~~_____ ZIP CODE~~	
~~_____ TELEPHONE (Include Area Code)~~	
8. ~~_____ RESERVED~~	~~Reserved for NUCC use.~~
9. ~~_____ OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)~~	~~If patient has other insurance coverage as indicated in Field 11d, the other insured's last name, first name, and middle initial.~~
a. ~~_____ OTHER INSURED'S POLICY OR GROUP NUMBER~~	~~Policy and/or group number of the insured individual.~~
b. ~~_____ RESERVED~~	~~Reserved for NUCC use.~~
~~SEX~~	~~Not required.~~
c. ~~_____ RESERVED~~	~~Reserved for NUCC use.~~
d. ~~_____ INSURANCE PLAN NAME OR PROGRAM NAME~~	~~Name of the insurance company.~~
10. ~~_____ IS PATIENT'S CONDITION RELATED TO:~~	
a. ~~_____ EMPLOYMENT? (Current or Previous)~~	~~Check YES or NO.~~
b. ~~_____ AUTO ACCIDENT?~~	~~Required when an auto accident is related to the services. Check YES or NO.~~

Field Name and Number	Instructions for Completion
_____ PLACE (State)	If 10b is YES, the two-letter postal abbreviation for the state in which the automobile accident took place.
c. _____ OTHER ACCIDENT?	Required when an accident other than automobile is related to the services. Check YES or NO.
d. _____ CLAIM CODES	The "Claim Codes" identify additional information about the beneficiary's condition or the claim. When applicable, use the Claim Code to report appropriate claim codes as designated by the NUGC. When required to provide the subset of Condition Codes, enter the condition code in this field. The subset of approved Condition Codes is found at www.nugc.org under Code Sets.
11. _____ INSURED'S POLICY GROUP OR FECA NUMBER	Not required when Medicaid is the only payer.
a. _____ INSURED'S DATE OF BIRTH	Not required.
_____ SEX	Not required.
b. _____ OTHER CLAIM ID NUMBER	Not required.
c. _____ INSURANCE PLAN NAME OR PROGRAM NAME	Not required.
d. _____ IS THERE ANOTHER HEALTH BENEFIT PLAN?	When private or other insurance may or will cover any of the services, check YES and complete items 9, 9a and 9d. Only one box can be marked.
12. _____ PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE	Enter "Signature on File," "SOF" or legal signature.
13. _____ INSURED'S OR AUTHORIZED PERSON'S SIGNATURE	Enter "Signature on File," "SOF" or legal signature.
14. _____ DATE OF CURRENT: ILLNESS (First symptom) OR INJURY (Accident) OR PREGNANCY (LMP)	Required when services furnished are related to an accident, whether the accident is recent or in the past. Date of the accident. Enter the qualifier to the right of the vertical dotted line. Use Qualifier 431 Onset of Current Symptoms or Illness; 484 Last Menstrual Period.

Field Name and Number	Instructions for Completion
15. — OTHER DATE	Enter another date related to the beneficiary's condition or treatment. Enter the qualifier between the left hand set of vertical, dotted lines. The "Other Date" identifies additional date information about the beneficiary's condition or treatment. Use qualifiers: 454 Initial Treatment 304 Latest Visit or Consultation 453 Acute Manifestation of a Chronic Condition 439 Accident 455 Last X-Ray 471 Prescription 090 Report Start (Assumed Care Date) 091 Report End (Relinquished Care Date) 444 First Visit or Consultation
16. — DATES PATIENT UNABLE TO WORK IN CURRENT OCCUPATION	Not required.
17. — NAME OF REFERRING PROVIDER OR OTHER SOURCE	Primary Care Physician (PCP) referral is required for Chiropractic services. Enter the referring physician's name and title.
17a. — (blank)	Not required.
17b. — NPI	Enter NPI of the referring physician.
18. — HOSPITALIZATION DATES RELATED TO CURRENT SERVICES	When the serving/billing provider's services charged on this claim are related to a beneficiary's or participant's inpatient hospitalization, enter the individual's admission and discharge dates. Format: MM/DD/YY.
19. — ADDITIONAL CLAIM INFORMATION	Identifies additional information about the beneficiary's condition or the claim. Enter the appropriate qualifiers describing the identifier. See www.nucc.org for qualifiers.
20. — OUTSIDE LAB?	Not required
— \$ CHARGES	Not required.
21. — DIAGNOSIS OR NATURE OF ILLNESS OR INJURY	Enter the applicable ICD indicator to identify which version of ICD codes is being reported. Use "9" for ICD-9-CM. Use "0" for ICD-10-CM. Enter the indicator between the vertical, dotted lines in the upper right hand portion of the field. Diagnosis code for the primary medical condition for which services are being billed. Use the appropriate International Classification of Diseases (ICD). List no more than 12 diagnosis codes. Relate lines A-L to the lines of service in 24E by the letter of the line. Use the highest level of specificity.

Field Name and Number	Instructions for Completion
22. ~~RESUBMISSION CODE~~	~~Reserved for future use.~~
~~ORIGINAL REF. NO.~~	~~Any data or other information listed in this field does not/will not adjust, void or otherwise modify any previous payment or denial of a claim. Claim payment adjustments, voids and refunds must follow previously established processes in policy.~~
23. ~~PRIOR AUTHORIZATION NUMBER~~	~~The prior authorization or benefit extension control number if applicable.~~
24A. ~~DATE(S) OF SERVICE~~	~~The "from" and "to" dates of service for each billed service. Format: MM/DD/YY.~~ ~~1. On a single claim detail (one charge on one line), bill only for services provided within a single calendar month.~~ ~~2. Providers may bill on the same claim detail for two or more sequential dates of service within the same calendar month when the provider furnished equal amounts of the service on each day of the date sequence.~~
B. ~~PLACE OF SERVICE~~	~~Two digit national standard place of service code. See Section 262.100 for codes.~~
C. ~~EMG~~	~~Enter "Y" for "Yes" or leave blank if "No." EMG identifies if the service was an emergency.~~
D. ~~PROCEDURES, SERVICES, OR SUPPLIES~~	
~~CPT/HCPGS~~	~~One CPT or HCPGS procedure code for each detail.~~
~~MODIFIER~~	~~Modifier(s) if applicable.~~ ~~For anesthesia, when billed with modifier(s) P1, P2, P3, P4, or P5, hours and minutes must be entered in the shaded portion of that detail in field 24D.~~
E. ~~DIAGNOSIS POINTER~~	~~Enter the diagnosis code reference letter (pointer) as shown in Item Number 21 to relate to the date of service and the procedures performed to the primary diagnosis. When multiple services are performed, the primary reference letter for each service should be listed first; other applicable services should follow. The reference letter(s) should be A-L or multiple letters as applicable. The "Diagnosis Pointer" is the line letter from Item Number 21 that relates to the reason the service(s) was performed.~~
F. ~~\$ CHARGES~~	~~The full charge for the service(s) totaled in the detail. This charge must be the usual charge to any beneficiary of the provider's services.~~
G. ~~DAYS OR UNITS~~	~~The units (in whole numbers) of service(s) provided during the period indicated in Field 24A of the detail.~~
H. ~~EPSDT/Family Plan~~	~~Enter E if the services resulted from a Child Health Services (EPSDT) screening/referral.~~
I. ~~ID QUAL~~	~~Not required.~~

Field Name and Number	Instructions for Completion
J. ~~RENDERING PROVIDER~~ ~~ID #~~	Enter the 9-digit Arkansas Medicaid provider ID number of the individual who furnished the services billed for in the detail or
~~NPI~~	Enter NPI of the individual who furnished the services billed for in the detail.
25. ~~FEDERAL TAX I.D. NUMBER~~	Not required. This information is carried in the provider's Medicaid file. If it changes, please contact Provider Enrollment.
26. ~~PATIENT'S ACCOUNT NO.~~	Optional entry that may be used for accounting purposes; use up to 16 numeric or alphabetic characters. This number appears on the Remittance Advice as "MRN."
27. ~~ACCEPT ASSIGNMENT?~~	Not required. Assignment is automatically accepted by the provider when billing Medicaid.
28. ~~TOTAL CHARGE~~	Total of Column 24F the sum of all charges on the claim.
29. ~~AMOUNT PAID~~	Enter the total of payments previously received on this claim. Do not include amounts previously paid by Medicaid. Do not include in this total the automatically deducted Medicaid co-payments.
30. ~~RESERVED~~	Reserved for NUCC use.
31. ~~SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREES OR CREDENTIALS~~	The provider or designated authorized individual must sign and date the claim certifying that the services were personally rendered by the provider or under the provider's direction. "Provider's signature" is defined as the provider's actual signature, a rubber stamp of the provider's signature, an automated signature, a typewritten signature, or the signature of an individual authorized by the provider rendering the service. The name of a clinic or group is not acceptable.
32. ~~SERVICE FACILITY LOCATION INFORMATION~~	If other than home or office, enter the name and street, city, state, and zip code of the facility where services were performed.
a. ~~(blank)~~	Not required.
b. ~~(blank)~~	Not required.
33. ~~BILLING PROVIDER INFO & PH #~~	Billing provider's name and complete address. Telephone number is requested but not required.
a. ~~(blank)~~	Enter NPI of the billing provider or
b. ~~(blank)~~	Enter the 9-digit Arkansas Medicaid provider ID number of the billing provider.

230.500 ~~Special Billing Procedures~~

40-4-12

Not applicable to this program.

Application for a §1915(c) Home and Community-Based Services Waiver

PURPOSE OF THE HCBS WAIVER PROGRAM

The Medicaid Home and Community-Based Services (HCBS) waiver program is authorized in §1915(c) of the Social Security Act. The program permits a state to furnish an array of home and community-based services that assist Medicaid beneficiaries to live in the community and avoid institutionalization. The State has broad discretion to design its waiver program to address the needs of the waivers target population. Waiver services complement and/or supplement the services that are available to participants through the Medicaid State plan and other federal, state and local public programs as well as the supports that families and communities provide.

The Centers for Medicare & Medicaid Services (CMS) recognizes that the design and operational features of a waiver program will vary depending on the specific needs of the target population, the resources available to the state, service delivery system structure, state goals and objectives, and other factors. A State has the latitude to design a waiver program that is cost-effective and employs a variety of service delivery approaches, including participant direction of services.

Request for a Renewal to a §1915(c) Home and Community-Based Services Waiver

1. Major Changes

Describe any significant changes to the approved waiver that are being made in this renewal application:

1. Expanded capacity by 50 slots to provide intensive early intervention treatment for additional children diagnosed with Autism Spectrum Disorder (ASD) Changes the autism spectrum disorder diagnosis requirements from all three (3) of the following to at least two (2) of the following three (3) licensed professionals, either each individually or as a team: physician, psychologist and speech-language pathologist.
- 1- Changes the term for the individual performing Individual Assessment, Treatment Development, and Monitoring services from a "Consultant" to an "Interventionist" to avoid confusion with the Clinical Services Specialist that performs Consultative Clinical and Therapeutic services Combined Plan Implementation and Monitoring in with Individual Assessment, Program Development/Training/Monitoring for a total of 90 hours/360 units/year.
3. Covers changes to the Memorandum of Understanding between Division of Medical Services and Division of Developmental Disabilities Services Changed maximum age to "through 7."
4. Add clarifying information on the strategies employed by the State to discover/identify problems/issues with autism waiver functions.
- 3-5. Updated and rebased Autism Waiver service rates based on results of independent, third-party rate study.
- 4-6. Arkansas has an approved American Rescue Plan Act (ARP) Spending Plan under section 9817 that outlines the Workforce Stabilization Incentive Program. The effective dates of the Workforce Stabilization Incentive Program are from October 1, 2021, to March 31, 2025. Due to the expiration of the Appendix K, the State is seeking to amend the base waiver to include the Program terms.

Application for a §1915(c) Home and Community-Based Services Waiver

1. Request Information (1 of 3)

A. The State of Arkansas requests approval for a Medicaid home and community-based services (HCBS) waiver under the authority of §1915(c) of the Social Security Act (the Act).

B. Program Title (optional - this title will be used to locate this waiver in the finder):

Autism Waiver

C. Type of Request: renewal

Requested Approval Period: (For new waivers requesting five year approval periods, the waiver must serve individuals who are dually eligible for Medicaid and Medicare.)

☐ 3 years ☒ 5 years

Draft ID: AR.026.02.00

D. Type of Waiver (select only one):

Model Waiver

E. Proposed Effective Date: (mm/dd/yy)

12/07/2022

PRA Disclosure Statement

The purpose of this application is for states to request a Medicaid Section 1915(c) home and community-based services (HCBS) waiver. Section 1915(c) of the Social Security Act authorizes the Secretary of Health and Human Services to waive certain specific Medicaid statutory requirements so that a state may voluntarily offer HCBS to state-specified target group(s) of Medicaid beneficiaries who need a level of institutional care that is provided under the Medicaid state plan. Under the Privacy Act of 1974 any personally identifying information obtained will be kept private to the extent of the law.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0938-0449 (Expires: December 31, 2023). The time required to complete this information collection is estimated to average 160 hours per response for a new waiver application and 75 hours per response for a renewal application, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. If you have comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: CMS, 7500 Security Boulevard, Attn: PRA Reports Clearance Officer, Mail Stop C4-26-05, Baltimore, Maryland 21244-1850.

1. Request Information (2 of 3)

F. Level(s) of Care. This waiver is requested in order to provide home and community-based waiver services to individuals who, but for the provision of such services, would require the following level(s) of care, the costs of which would be reimbursed under the approved Medicaid state plan (check each that applies):

☐ **Hospital**

Select applicable level of care

☐ **Hospital as defined in 42 CFR §440.10**

If applicable, specify whether the state additionally limits the waiver to subcategories of the hospital level of care:

☐ **Inpatient psychiatric facility for individuals age 21 and under as provided in 42 CFR §440.160**

☐ **Nursing Facility**

Select applicable level of care

☐ **Nursing Facility as defined in 42 CFR ??440.40 and 42 CFR ??440.155**

If applicable, specify whether the state additionally limits the waiver to subcategories of the nursing facility level

10/11/2022

- ☐ Institution for Mental Disease for persons with mental illnesses aged 65 and older as provided in 42 CFR §440.140

- ☒ Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) (as defined in 42 CFR §440.150)

If applicable, specify whether the state additionally limits the waiver to subcategories of the ICF/IID level of care:

1. Request Information (3 of 3)

G. Concurrent Operation with Other Programs. This waiver operates concurrently with another program (or programs) approved under the following authorities

Select one:

- ☒ Not applicable

- ☐ Applicable

Check the applicable authority or authorities:

- ☐ Services furnished under the provisions of §1915(a)(1)(a) of the Act and described in Appendix I

- ☐ Waiver(s) authorized under §1915(b) of the Act.

Specify the §1915(b) waiver program and indicate whether a §1915(b) waiver application has been submitted or previously approved:

Specify the §1915(b) authorities under which this program operates (check each that applies):

- ☐ §1915(b)(1) (mandated enrollment to managed care)

- ☐ §1915(b)(2) (central broker)

- ☐ §1915(b)(3) (employ cost savings to furnish additional services)

- ☐ §1915(b)(4) (selective contracting/limit number of providers)

- ☐ A program operated under §1932(a) of the Act.

Specify the nature of the state plan benefit and indicate whether the state plan amendment has been submitted or previously approved:

- ☐ A program authorized under §1915(i) of the Act.

- ☐ A program authorized under §1915(j) of the Act.

- ☐ A program authorized under §1115 of the Act.

Specify the program:

H. Dual Eligibility for Medicaid and Medicare.

Check if applicable:

- ☒ This waiver provides services for individuals who are eligible for both Medicare and Medicaid.

2. Brief Waiver Description

Brief Waiver Description. *In one page or less, briefly describe the purpose of the waiver, including its goals, objectives, organizational structure (e.g., the roles of state, local and other entities), and service delivery methods.*

The Autism Waiver provides intensive one-on-one intervention services ~~treatment for~~ in natural environments to children ages from eighteen (18) months through to eight (78) years of age with a diagnosis of autism spectrum disorder (“ASD”). The ASD diagnosis must be the primary contributing factor to the child’s delays, deficits, or maladaptive behaviors to qualify for the Autism Waiver. ~~These therapy services are habilitative in nature and are not available to children through the AR Medicaid State Plan.~~ These Autism Waiver services are designed to maintain allow Medicaid eligible participants children to live in the community at home in order to and preclude or postpone institutionalization. Specifically, these services are offered available to children beneficiaries who:

- 1.) withHave an ASD diagnosis;
- 2.) who mMeet theICF/IID institutional level of care criteria;;
- 3.) aAre the appropriatebetween eighteen (18) months and eight (8) years of age; and
- 4.) whoseHave a parent’s/guardian agree to actively participatinge in the implementation of the service plan.

The services offered through theAutism Waiver programoffers the following servicesare:

- 1.) Individual Assessment, /PlanTreatment Development, /Team Training/ and Monitoring;
- 2.) Therapeutic Aides and Behavioral Reinforcers;
- 3.) Lead Therapy Intervention;
- 4.) Line Therapy Intervention; and
- 5.) Consultative Clinical and Therapeutic Services.

The first four (4) services are providedperformed by the certified Autism Waiver community service Intensive Interventionproviders selected by the parent/guardian. Consultative Clinical and Therapeutic Services are provided by Clinical Services Specialists working withfor an fouryearInstitution of Higher Education-university program.

The goal is to design a system for delivery of intensive one on one interventions for young children that 1) utilize proven strategies and interventions that are positive, respectful and safe; 2) include and empower parents/guardians to participate; 3) prepare children with functional skills in natural environments; 4) include independent checks and balances; and 5) provide services in the most effective and cost efficient way.

The Autism Waiver program is operated by the Arkansas Department of Human Services, Division of Developmental Disabilities Services (“DDS”). ~~DDS who~~ contracts with a third-party vendor (the“V vendor”) to oversee manyassist in the day-to-day operation and administration functions of the Autism Waiver; including without limitation administering Under this arrangement, the vendor oversees assessments the evaluation instruments and collecting the data used for to determine whether an applicant meets level of care and eligibility requirements for the Waiver, the development of the Pplan of Care (“POC”), and certifyngies Autism Waiver service providers.

Vendor assigns each beneficiary an Autism Waiver Coordinator who develops Tthe POC outlining the intensive intervention services to be provided; to the beneficiary by the selected certified community service provider who will provide those services, and the parent(s)/guardians(s)’ participation agreement. An “intensive intervention service” is a type of individualized evidence-based intervention as described in the National Autism Center’s National Standards Project, 2nd Edition. Intensive intervention services include behavioral interventions, cognitive behavioral intervention packages, comprehensive behavioral treatments, language training, modeling, naturalistic teaching strategies, parent training packages, peer training packages, pivotal response treatments, schedules, scripting, self-management, social skills packages, and story-based interventions. New interventions that are found to be effective may also be used.

The Interventionist employed or contracted by the selected Autism Waiver community service provider Intensive Intervention provider, specifically, the Consultant hired by that provider, then createsdevelops anthe beneficiary’s Individual Ttreatment Pplan (“ITP”) that operationalizes the POC. The Intensive Intervention selected community provider’s Hline fTherapist provides the day-to-dayintensive intervention treatments services and therapiestechinques to the client and participating parent/guardian as set out in the ITP with oversight byfrom the Interventionist and Hlead fTherapist.

3. Components of the Waiver Request

The waiver application consists of the following components. *Note: Item 3-E must be completed.*

A. Waiver Administration and Operation. Appendix A specifies the administrative and operational structure of this waiver.

B. Participant Access and Eligibility. **Appendix B** specifies the target group(s) of individuals who are served in this waiver, the number of participants that the state expects to serve during each year that the waiver is in effect, applicable Medicaid eligibility and post-eligibility (if applicable) requirements, and procedures for the evaluation and reevaluation of level of care.

C. Participant Services. **Appendix C** specifies the home and community-based waiver services that are furnished through the waiver, including applicable limitations on such services.

D. Participant-Centered Service Planning and Delivery. **Appendix D** specifies the procedures and methods that the state uses to develop, implement and monitor the participant-centered service plan (of care).

E. Participant-Direction of Services. When the state provides for participant direction of services, **Appendix E** specifies the participant direction opportunities that are offered in the waiver and the supports that are available to participants who direct their services. (*Select one*):

- ☐ **Yes. This waiver provides participant direction opportunities.** *Appendix E is required.*
- ☒ **No. This waiver does not provide participant direction opportunities.** *Appendix E is not required.*

F. Participant Rights. **Appendix F** specifies how the state informs participants of their Medicaid Fair Hearing rights and other procedures to address participant grievances and complaints.

G. Participant Safeguards. **Appendix G** describes the safeguards that the state has established to assure the health and welfare of waiver participants in specified areas.

H. Quality Improvement Strategy. **Appendix H** contains the Quality Improvement Strategy for this waiver.

I. Financial Accountability. **Appendix I** describes the methods by which the state makes payments for waiver services, ensures the integrity of these payments, and complies with applicable federal requirements concerning payments and federal financial participation.

J. Cost-Neutrality Demonstration. **Appendix J** contains the state's demonstration that the waiver is cost-neutral.

4. Waiver(s) Requested

A. Comparability. The state requests a waiver of the requirements contained in §1902(a)(10)(B) of the Act in order to provide the services specified in **Appendix C** that are not otherwise available under the approved Medicaid state plan to individuals who: (a) require the level(s) of care specified in Item 1.F and (b) meet the target group criteria specified in **Appendix B**.

B. Income and Resources for the Medically Needy. Indicate whether the state requests a waiver of §1902(a)(10)(C)(i)(III) of the Act in order to use institutional income and resource rules for the medically needy (*select one*):

- ☒ **Not Applicable**
- ☐ **No**
- ☐ **Yes**

C. Statewide. Indicate whether the state requests a waiver of the statewide requirements in §1902(a)(1) of the Act (*select one*):

- ☒ **No**
- ☐ **Yes**

If yes, specify the waiver of statewide requirements that is requested (*check each that applies*):

- ☐ **Geographic Limitation.** A waiver of statewide requirements is requested in order to furnish services under this waiver only to individuals who reside in the following geographic areas or political subdivisions of the state. Specify the areas to which this waiver applies and, as applicable, the phase-in schedule of the waiver by geographic area:

- ☐ **Limited Implementation of Participant-Direction.** A waiver of statewideness is requested in order to make *participant-direction of services* as specified in **Appendix E** available only to individuals who reside in the following geographic areas or political subdivisions of the state. Participants who reside in these areas may elect to direct their services as provided by the state or receive comparable services through the service delivery methods that are in effect elsewhere in the state.

Specify the areas of the state affected by this waiver and, as applicable, the phase-in schedule of the waiver by geographic area:

5. Assurances

In accordance with 42 CFR §441.302, the state provides the following assurances to CMS:

- A. Health & Welfare:** The state assures that necessary safeguards have been taken to protect the health and welfare of persons receiving services under this waiver. These safeguards include:
1. As specified in **Appendix C**, adequate standards for all types of providers that provide services under this waiver;
 2. Assurance that the standards of any state licensure or certification requirements specified in **Appendix C** are met for services or for individuals furnishing services that are provided under the waiver. The state assures that these requirements are met on the date that the services are furnished; and,
 3. Assurance that all facilities subject to §1616(e) of the Act where home and community-based waiver services are provided comply with the applicable state standards for board and care facilities as specified in **Appendix C**.
- B. Financial Accountability.** The state assures financial accountability for funds expended for home and community-based services and maintains and makes available to the Department of Health and Human Services (including the Office of the Inspector General), the Comptroller General, or other designees, appropriate financial records documenting the cost of services provided under the waiver. Methods of financial accountability are specified in **Appendix I**.
- C. Evaluation of Need:** The state assures that it provides for an initial evaluation (and periodic reevaluations, at least annually) of the need for a level of care specified for this waiver, when there is a reasonable indication that an individual might need such services in the near future (one month or less) but for the receipt of home and community-based services under this waiver. The procedures for evaluation and reevaluation of level of care are specified in **Appendix B**.
- D. Choice of Alternatives:** The state assures that when an individual is determined to be likely to require the level of care specified for this waiver and is in a target group specified in **Appendix B**, the individual (or, legal representative, if applicable) is:
1. Informed of any feasible alternatives under the waiver; and,
 2. Given the choice of either institutional or home and community-based waiver services. **Appendix B** specifies the procedures that the state employs to ensure that individuals are informed of feasible alternatives under the waiver and given the choice of institutional or home and community-based waiver services.
- E. Average Per Capita Expenditures:** The state assures that, for any year that the waiver is in effect, the average per capita expenditures under the waiver will not exceed 100 percent of the average per capita expenditures that would have been made under the Medicaid state plan for the level(s) of care specified for this waiver had the waiver not been granted. Cost-neutrality is demonstrated in **Appendix J**.
- F. Actual Total Expenditures:** The state assures that the actual total expenditures for home and community-based waiver and other Medicaid services and its claim for FFP in expenditures for the services provided to individuals under the waiver will not, in any year of the waiver period, exceed 100 percent of the amount that would be incurred in the absence of the waiver by the state's Medicaid program for these individuals in the institutional setting(s) specified for this waiver.

G. Institutionalization Absent Waiver: The state assures that, absent the waiver, individuals served in the waiver would receive the appropriate type of Medicaid-funded institutional care for the level of care specified for this waiver.

H. Reporting: The state assures that annually it will provide CMS with information concerning the impact of the waiver on the type, amount and cost of services provided under the Medicaid state plan and on the health and welfare of waiver participants. This information will be consistent with a data collection plan designed by CMS.

I. Habilitation Services. The state assures that prevocational, educational, or supported employment services, or a combination of these services, if provided as habilitation services under the waiver are: (1) not otherwise available to the individual through a local educational agency under the Individuals with Disabilities Education Act (IDEA) or the Rehabilitation Act of 1973; and, (2) furnished as part of expanded habilitation services.

J. Services for Individuals with Chronic Mental Illness. The state assures that federal financial participation (FFP) will not be claimed in expenditures for waiver services including, but not limited to, day treatment or partial hospitalization, psychosocial rehabilitation services, and clinic services provided as home and community-based services to individuals with chronic mental illnesses if these individuals, in the absence of a waiver, would be placed in an IMD and are: (1) age 22 to 64; (2) age 65 and older and the state has not included the optional Medicaid benefit cited in 42 CFR §440.140; or (3) age 21 and under and the state has not included the optional Medicaid benefit cited in 42 CFR § 440.160.

6. Additional Requirements

Note: Item 6-I must be completed.

A. Service Plan. In accordance with 42 CFR §441.301(b)(1)(i), a participant-centered service plan (of care) is developed for each participant employing the procedures specified in **Appendix D**. All waiver services are furnished pursuant to the service plan. The service plan describes: (a) the waiver services that are furnished to the participant, their projected frequency and the type of provider that furnishes each service and (b) the other services (regardless of funding source, including state plan services) and informal supports that complement waiver services in meeting the needs of the participant. The service plan is subject to the approval of the Medicaid agency. Federal financial participation (FFP) is not claimed for waiver services furnished prior to the development of the service plan or for services that are not included in the service plan.

B. Inpatients. In accordance with 42 CFR §441.301(b)(1)(ii), waiver services are not furnished to individuals who are in-patients of a hospital, nursing facility or ICF/IID.

C. Room and Board. In accordance with 42 CFR §441.310(a)(2), FFP is not claimed for the cost of room and board except when: (a) provided as part of respite services in a facility approved by the state that is not a private residence or (b) claimed as a portion of the rent and food that may be reasonably attributed to an unrelated caregiver who resides in the same household as the participant, as provided in **Appendix I**.

D. Access to Services. The state does not limit or restrict participant access to waiver services except as provided in **Appendix C**.

E. Free Choice of Provider. In accordance with 42 CFR §431.151, a participant may select any willing and qualified provider to furnish waiver services included in the service plan unless the state has received approval to limit the number of providers under the provisions of §1915(b) or another provision of the Act.

F. FFP Limitation. In accordance with 42 CFR §433 Subpart D, FFP is not claimed for services when another third-party (e.g., another third party health insurer or other federal or state program) is legally liable and responsible for the provision and payment of the service. FFP also may not be claimed for services that are available without charge, or as free care to the community. Services will not be considered to be without charge, or free care, when (1) the provider establishes a fee schedule for each service available and (2) collects insurance information from all those served (Medicaid, and non-Medicaid), and bills other legally liable third party insurers. Alternatively, if a provider certifies that a particular legally liable third party insurer does not pay for the service(s), the provider may not generate further bills for that insurer for that annual period.

G. Fair Hearing: The state provides the opportunity to request a Fair Hearing under 42 CFR §431 Subpart E, to individuals: (a) who are not given the choice of home and community-based waiver services as an alternative to institutional level of care specified for this waiver; (b) who are denied the service(s) of their choice or the provider(s) of their choice; or (c) whose services are denied, suspended, reduced or terminated. **Appendix F** specifies the state's procedures to provide individuals the opportunity to request a Fair Hearing, including providing notice of action as required in 42 CFR §431.210.

H. Quality Improvement. The state operates a formal, comprehensive system to ensure that the waiver meets the assurances and other requirements contained in this application. Through an ongoing process of discovery, remediation and improvement, the state assures the health and welfare of participants by monitoring: (a) level of care determinations; (b) individual plans and services delivery; (c) provider qualifications; (d) participant health and welfare; (e) financial oversight and (f) administrative oversight of the waiver. The state further assures that all problems identified through its discovery processes are addressed in an appropriate and timely manner, consistent with the severity and nature of the problem.

During the period that the waiver is in effect, the state will implement the Quality Improvement Strategy specified in **Appendix H.**

I. Public Input. Describe how the state secures public input into the development of the waiver:

~~In accordance with 42 CFR 441.304(f) the State published a public notice of rulemaking in the statewide Arkansas Democrat-Gazette newspaper, December 12-14, 2019. A public hearing was held on January 7, 2020 at 4:00 p.m. at the Darragh Center Auditorium, Main Library, 100 Rock Street, Little Rock, AR 72201. There were no attendees. The amended waiver was also posted at (<https://www.medicaid.state.ar.us/general/comment/comment.aspx>) the Division of Medical Services (DMS) website to allow general public comment. Comments and responses are listed below; The Director of the Division of Medical Services of the Department of Human Services announces for a public comment period of thirty (30) calendar days a notice of rulemaking for the following proposed rule under one or more of the following chapters, subchapters, or sections of the Arkansas Code: §20-76-201, 20-77-107, & 25-10-129. Public Notice will run from _____, 2022, through _____, 2022, will be available at the following website:~~

~~A public hearing by remote access only through a Zoom webinar will be held on _____, 2022, at _____ a.m. and public comments may be submitted at the hearing~~

~~Comment: I am writing to comment on the proposed Arkansas Autism Waiver policy update for March 1st 2020. Please consider the following comments for the revision of the Arkansas Autism Waiver Medicaid Provider Manual.
Response: Thank you for your comment.~~

~~Comment: The description of where services should be rendered is inaccurate and should state ““When providing services to children under the Autism Waiver, only natural and community settings that provide inclusive opportunities for the child with ASD will be utilized. Such settings include the home, parks, grocery stores, library, restaurants, ball parks or other settings that are not segregated.
Response: Thank you for your comment. The second sentence of the second paragraph of Section 211.000 of the Autism Waiver Medicaid Manual will be amended in its entirety to read: “The setting will primarily be the child’s home; but other community locations, identified by the parent (such as the park, grocery store, church, etc.) may be selected based on the skills and behaviors of the child that need to be targeted.”~~

~~Comment: A. 2. The list of Evidence Based Practices is incomplete, as it only lists the 2nd Edition, leaving all Evidence Based Practices approved in the 1st Edition out of the policy. Referencing the National Autism Center’s National Standards Project would be effective in providing the listing that is regularly updated to reflect the most current established, emerging and not established treatment practices.~~

~~Response: Thank you for your comment. The third and fourth sentences of Section 220.100(A)(2) will be combined to read “The evidence based practices that will be utilized in the program are those recognized in the National Autism Center’s National Standards Project, which include, but are not limited to:”~~

~~Comment: C. Per proposed policy, the removal of the consultant role found in the redacted Section C, removes the ongoing oversight of the treatment team, ongoing family training, their ability to address strategies with staff, monthly on-site monitoring of the treatment of fidelity of programming, and their ability to modify the treatment plan to best meet the needs of the child. The role of the consultant is defined in the 1915(c) document on page 66, “This service also includes the oversight of implementation of evidence based intervention strategies by the lead therapist, the line therapist and the family; ongoing education of family members and key staff regarding treatment; monthly on-site (in-home and community settings) monitoring of treatment effectiveness and implementation fidelity; modification of the ITP, as necessary; and modification of assessment information, as necessary. Monitoring under this service is for the purpose of modifying the ITP and is conducted monthly by the Consultant.”~~

~~Response: Thank you for your comment. A Section 220.100(A)(3) of the Proposed Autism Waiver Provider Manual will be added which reads, “Monitoring services will be performed by the Consultant on at least a monthly basis. Monitoring responsibilities will include the oversight of the implementation of evidence based intervention strategies by the lead therapist, the line therapist and the family; educating family members and key staff regarding treatment; on-site reviewing of treatment effectiveness and implementation fidelity; use data collected to determine the clinical progress of~~

~~the child and the need for adjustments to the ITP, as necessary; and modifying assessment information, as necessary.” Additionally, the title of 220.100 will be changed to “Autism Waiver Services” and Section 220.300 will be deleted and be moved to create Section 220.100(E) since Consultative Clinical and Therapeutic Services are one of the five services offered under the Autism Waiver.~~

~~***Additional comments are listed in the "Optional" subsection.***~~

J. Notice to Tribal Governments. The state assures that it has notified in writing all federally-recognized Tribal Governments that maintain a primary office and/or majority population within the State of the State's intent to submit a Medicaid waiver request or renewal request to CMS at least 60 days before the anticipated submission date is provided by Presidential Executive Order 13175 of November 6, 2000. Evidence of the applicable notice is available through the Medicaid Agency.

K. Limited English Proficient Persons. The state assures that it provides meaningful access to waiver services by Limited English Proficient persons in accordance with: (a) Presidential Executive Order 13166 of August 11, 2000 (65 FR 50121) and (b) Department of Health and Human Services "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (68 FR 47311 - August 8, 2003). **Appendix B** describes how the state assures meaningful access to waiver services by Limited English Proficient persons.

7. Contact Person(s)

A. The Medicaid agency representative with whom CMS should communicate regarding the waiver is:

Last Name:

RousePitman

First Name:

AlexandraElizabeth

Title:

Director of ~~Rules And Policies Over The Office of Rules Promulgation~~Division of Medical Services

Agency:

~~Office of Legislative and Intergovernmental Affairs,~~ Department of Human Services, Division of Medical Services

Address:

~~PO Box 1427, Slot S295~~P.O. Box 1437, Slot S-401

Address 2:

City:

Little Rock

State:

Arkansas

Zip:

72203-1437

Phone:

(501) ~~508-8875~~244-3944

Ext:

☐

TTY

Fax:

(501) ~~404-4619~~

E-mail:

Alexandra.Rouseelizabeth.pitman@dhs.arkansas.gov

B. If applicable, the state operating agency representative with whom CMS should communicate regarding the waiver is:

Last Name:

StoneWeatherton

First Name:

Melissa

Title:

Director

Agency:

Division of Developmental Disabilities Services, Department of Human Services

Address:

PO Box 1437

Address 2:

Slot N501

City:

Little Rock

State:

Arkansas

Zip:

72201

Phone:

(501) 682-8665

Ext:

☐

TTY

Fax:

(501) 682-8380

E-mail:

thomas.tarpleymelissa.weatherton@dhs.arkansas.gov

8. Authorizing Signature

This document, together with Appendices A through J, constitutes the state's request for a waiver under §1915(c) of the Social Security Act. The state assures that all materials referenced in this waiver application (including standards, licensure and certification requirements) are **readily** available in print or electronic form upon request to CMS through the Medicaid agency or, if applicable, from the operating agency specified in Appendix A. Any proposed changes to the waiver will be submitted by the Medicaid agency to CMS in the form of waiver amendments.

Upon approval by CMS, the waiver application serves as the state's authority to provide home and community-based waiver services to the specified target groups. The state attests that it will abide by all provisions of the approved waiver and will continuously operate the waiver in accordance with the assurances specified in Section 5 and the additional requirements specified in Section 6 of the request.

Signature:

State Medicaid Director or Designee

Submission Date:

Note: The Signature and Submission Date fields will be automatically completed when the State Medicaid Director submits the application.

Last Name:

First Name:

Title:

Agency:

Address:

Address 2:

City:

State:

Zip:

Phone: Ext: ☒ TTY

Fax:

E-mail:

Attachments

Attachment #1: Transition Plan

Check the box next to any of the following changes from the current approved waiver. Check all boxes that apply.

- ☐ Replacing an approved waiver with this waiver.
- ☐ Combining waivers.
- ☐ Splitting one waiver into two waivers.
- ☐ Eliminating a service.
- ☐ Adding or decreasing an individual cost limit pertaining to eligibility.
- ☐ Adding or decreasing limits to a service or a set of services, as specified in Appendix C.
- ☐ Reducing the unduplicated count of participants (Factor C).
- ☐ Adding new, or decreasing, a limitation on the number of participants served at any point in time.
- ☐ Making any changes that could result in some participants losing eligibility or being transferred to another waiver under 1915(c) or another Medicaid authority.
- ☐ Making any changes that could result in reduced services to participants.

Specify the transition plan for the waiver:

~~Comment 2: The list of Evidence-Based Practices is incomplete, as it only lists the 2nd Edition, leaving all Evidence-Based Practices approved in the 1st Edition out of the policy. Referencing the National Autism Center's National Standards Project would be effective in providing the listing that is regularly updated to reflect the most current established, emerging and not-established treatment practices.~~

~~Response: Thank you for your comment. The third and fourth sentences of Section 220.100(A)(2) will be combined to read "The evidence-based practices that will be utilized in the program are those recognized in the National Autism Center's National Standards Project, which include, but are not limited to:"~~

~~Comment 3: Per proposed policy, the removal of the consultant role found in the redacted Section C, removes the ongoing oversight of the treatment team, ongoing family training, their ability to address strategies with staff, monthly on site monitoring of the treatment of fidelity of programming, and their ability to modify the treatment plan to best meet the needs of the child.~~

~~o The role of the consultant is defined in the 1915(c) document on page 66, "This service also includes the oversight of implementation of evidence-based intervention strategies by the lead therapist, the line therapist and the family; ongoing education of family members and key staff regarding treatment; monthly on-site (in home and community settings) monitoring~~

of treatment effectiveness and implementation fidelity; modification of the ITP, as necessary; and modification of assessment information, as necessary. Monitoring under this service is for the purpose of modifying the ITP and is conducted monthly by the Consultant.”

Response: Thank you for your comment. A Section 220.100(A)(3) of the Proposed Autism Waiver Provider Manual will be added which reads, “Monitoring services will be performed by the Consultant on at least a monthly basis. Monitoring responsibilities will include the oversight of the implementation of evidence-based intervention strategies by the lead therapist, the line therapist and the family; educating family members and key staff regarding treatment; on-site reviewing of treatment effectiveness and implementation fidelity; use data collected to determine the clinical progress of the child and the need for adjustments to the ITP, as necessary; and modifying assessment information, as necessary.” Additionally, the title of 220.100 will be changed to “Autism Waiver Services” and Section 220.300 will be deleted and be moved to create Section 220.100(E) since Consultative Clinical and Therapeutic Services are one of the five services offered under the Autism Waiver.

Comment: 4 The language in the 1915(c) document removed the non-profit status in 2017. This can be first found in the 1915(c) on page 67, “Includes any organization formed as a collaborative organization made up of a group of licensed/certified providers, as described.”

Response: Thank you for your comment. Section 202.100 of the Autism Waiver Medicaid Manual will be amended by removing Section 202.100(B), and removing in its entirety the paragraph in Section 202.100 that begins with “This criterion also applies...” and ends with “...the organization to participate in the program.” Additionally, Page 67 of the Autism Waiver Application in the “Other Standard” section will be amended to remove the first sentence “Must have a minimum of three years’ experience providing services to individuals with ASD.” Page 70 of the Autism Waiver Application in the “Other Standard” section will be amended to remove the first sentence “The organization must have a minimum of three (3) years’ experience providing services to individuals with ASD.” Finally, Page 72 of the Autism Waiver Application in the “Other Standard” section will be amended to remove the first sentence “Must have a minimum of two (2) years’ experience providing services to children with ASD.”

Attachment #2: Home and Community-Based Settings Waiver Transition Plan

Specify the state's process to bring this waiver into compliance with federal home and community-based (HCB) settings requirements at 42 CFR 441.301(c)(4)-(5), and associated CMS guidance.

Consult with CMS for instructions before completing this item. This field describes the status of a transition process at the point in time of submission. Relevant information in the planning phase will differ from information required to describe attainment of milestones.

To the extent that the state has submitted a statewide HCB settings transition plan to CMS, the description in this field may reference that statewide plan. The narrative in this field must include enough information to demonstrate that this waiver complies with federal HCB settings requirements, including the compliance and transition requirements at 42 CFR 441.301(c)(6), and that this submission is consistent with the portions of the statewide HCB settings transition plan that are germane to this waiver. Quote or summarize germane portions of the statewide HCB settings transition plan as required.

Note that Appendix C-5 HCB Settings describes settings that do not require transition; the settings listed there meet federal HCB setting requirements as of the date of submission. Do not duplicate that information here.

Update this field and Appendix C-5 when submitting a renewal or amendment to this waiver for other purposes. It is not necessary for the state to amend the waiver solely for the purpose of updating this field and Appendix C-5. At the end of the state's HCB settings transition process for this waiver, when all waiver settings meet federal HCB setting requirements, enter "Completed" in this field, and include in Section C-5 the information on all HCB settings in the waiver.

The state assures that this Autism W waiver will be subject to any provisions or requirements included in the state's most recent ~~and or~~ approved home and community-based settings Statewide Transition Plan. The state will implement any CMS required changes by the end of the transition period as outlined in the home and community-based settings Statewide Transition Plan.

Additional Needed Information (Optional)

Provide additional needed information for the waiver (optional):

Comment: Thank you for the opportunity to address items listed in the AUTISM 1-19 document. Please see the items below that I would like to address as inconsistent with the language and scope of the 1915(c) Home and Community Based Waiver Application.

Response: Thank you for your comment.

202.100 C Per proposed policy, “This criterion also applies to any non-profit organization formed as a collaborative organization.”

~~Comment: The language in the 1915(c) document removed the non-profit status in 2017. This can be first found in the 1915(c) on page 67,” Includes any organization formed as a collaborative organization made up of a group of licensed/certified providers, as described above”.~~

~~Response: Thank you for your comment. Section 202.100 of the Autism Waiver Medicaid Manual will be amended by removing Section 202.100(B), and removing in its entirety the paragraph in Section 202.100 that begins with “This criterion also~~

~~applies...” and ends with “...the organization to participate in the program.” Additionally, Page 67 of the Autism Waiver Application in the “Other Standard” section will be amended to remove the first sentence “Must have a minimum of three years’ experience providing services to individuals with ASD.” Page 70 of the Autism Waiver Application in the “Other Standard” section will be amended to remove the first sentence “The organization must have a minimum of three (3) years’ experience providing services to individuals with ASD.” Finally, Page 72 of the Autism Waiver Application in the “Other Standard” section will be amended to remove the first sentence “Must have a minimum of two (2) years’ experience providing services to children with ASD.”~~

~~210.00 Scope Per proposed policy, “When providing services to children under the Autism Waiver, only natural home and community settings that provide inclusive opportunities for the child with ASD will be utilized. Such settings include the home, schools or daycares, parks, etc.”~~

~~Comment: The locations in the 1915(c) are listed on page 89, “The settings include locations such as the child’s home, church, places where the family shops, restaurants, ball parks, etc., all of which meet the new settings definition. There are no segregated settings utilized in this program.” Parental presence and participation is a requirement through the autism waiver. This is noted in several instances in the 1915(c) document, as an example from page 94, “Since the parent/guardian will be present and actively involved in treatment provided through the Autism Waiver,” the parent is required to remain at any natural community location with the child.~~

~~Response: Thank you for your comment. The second sentence of the second paragraph of Section 211.000 of the Autism Waiver Medicaid Manual will be amended in its entirety to read: “The setting will primarily be the child’s home; but other community locations, identified by the parent (such as the park, grocery store, church, etc.) may be selected based on the skills and behaviors of the child that need to be targeted.”~~

~~220.100 Intensive ASD Intervention Provider Per proposed policy, “A Consultant, hired by the Division of Developmental Disabilities Services (DDS) or its contracted vendor, community based organization, performs this service.”~~

~~Comment: A consultant in the autism waiver program is not hired by the Division of Developmental Disabilities or its contracted vendor. They are hired by the community based billing organization. The proposed policy language does not reflect the wording of the 1915(c) document that can be found on page 66, “A Consultant, hired by the Arkansas Autism Partnership (AAP) provider, community based organization.”~~

~~Response: Thank you for your comment. Section 220.100 will be amended by deleting the introductory paragraph starting with “A Consultant, hired by...” and ending with “...which includes the following components:”, and inserting an introductory paragraph at the top of Section 220.100(A) above Section 220.100(A)(1) which reads, “A Consultant hired by the ASD Intensive Intervention community provider performs this service, which include the following components:”. Additionally, the first sentence of Page 66 of the Autism Waiver Application will be amended to read “A Consultant hired by the ASD Intensive Intervention community provider performs this service, which include the following components:”.~~

~~230.20 Autism Waiver Procedure Codes~~

~~Comment: Requesting verification that the procedure codes utilized for the Autism Waiver services will be intensive early intervention codes. The Autism Waiver is an intensive early intervention program and not an Applied Behavior Analysis service. This is defined on page 5 of the 1915(c) document in the Brief Waiver Description, “The Autism Waiver provides intensive one-on-one treatment for children ages 18 months through 7 years with a diagnosis of autism spectrum disorder (ASD). The therapy services are habilitative in nature and are not available to children through the AR Medicaid State Plan. These services are designed to maintain Medicaid eligible participants at home in order to preclude or postpone institutionalization. Specifically, these services are offered to children with ASD who meet the institutional level of care criteria, are the appropriate age, and whose parent’s agree to actively participate in the treatment plan.~~

~~Response: Thank you for your comment. Section 230.200 “Autism Waiver Procedure Codes” will remain a section in the Autism Waiver Medicaid Manual, but that Section will include only the sentence “Click here to view the Autism Waiver procedure codes.”, which will have a hidden hyperlink to the a webpage containing the Autism Waiver procedure codes.~~

Appendix A: Waiver Administration and Operation

1. State Line of Authority for Waiver Operation. Specify the state line of authority for the operation of the waiver (*select one*):

- ☐ **The waiver is operated by the state Medicaid agency.**

Specify the Medicaid agency division/unit that has line authority for the operation of the waiver program (*select one*):

- ☐ **The Medical Assistance Unit.**

Specify the unit name:

(Do not complete item A-2)

- ☐ **Another division/unit within the state Medicaid agency that is separate from the Medical Assistance Unit.**

Specify the division/unit name. This includes administrations/divisions under the umbrella agency that has been identified as the Single State Medicaid Agency.

(Complete item A-2-a).

- ☒ **The waiver is operated by a separate agency of the state that is not a division/unit of the Medicaid agency.**

Specify the division/unit name:

Division of Developmental Disabilities Services

In accordance with 42 CFR §431.10, the Medicaid agency exercises administrative discretion in the administration and supervision of the waiver and issues policies, rules and regulations related to the waiver. The interagency agreement or memorandum of understanding that sets forth the authority and arrangements for this policy is available through the Medicaid agency to CMS upon request. (Complete item A-2-b).

Appendix A: Waiver Administration and Operation

2. Oversight of Performance.

a. Medicaid Director Oversight of Performance When the Waiver is Operated by another Division/Unit within the State Medicaid Agency. When the waiver is operated by another division/administration within the umbrella agency designated as the Single State Medicaid Agency. Specify (a) the functions performed by that division/administration (i.e., the Developmental Disabilities Administration within the Single State Medicaid Agency), (b) the document utilized to outline the roles and responsibilities related to waiver operation, and (c) the methods that are employed by the designated State Medicaid Director (in some instances, the head of umbrella agency) in the oversight of these activities:

As indicated in section 1 of this appendix, the waiver is not operated by another division/unit within the State Medicaid agency. Thus this section does not need to be completed.

b. Medicaid Agency Oversight of Operating Agency Performance. When the waiver is not operated by the Medicaid agency, specify the functions that are expressly delegated through a memorandum of understanding (MOU) or other written document, and indicate the frequency of review and update for that document. Specify the methods that the Medicaid agency uses to ensure that the operating agency performs its assigned waiver operational and administrative functions in accordance with waiver requirements. Also specify the frequency of Medicaid agency assessment of operating agency performance:

The ~~State Medicaid Agency, Arkansas~~ Department of Human Services, Division of Medical Services (“DMS”) ~~is the state’s Medicaid agency. The Arkansas Department of Human Services, and the~~ Division of Developmental Disabilities Services (“DDS”) ~~acts as the operating agency for the Autism Waiver under the administrative authority of DMS. DMS and DDS have entered into an Interagency Memorandum of Understanding Agreement (“MOU Agreement”) in place to ensure a establish the respective obligations and responsibilities of each agency in connection with collaborative partnership between agencies regarding the operation and administration of the Autism Waiver. The Agreement delineates the Autism Waiver will be operated by DDS through their contracted vendor under the administrative authority of DMS. DMS will approve Waiver policies, rules and regulations. DMS has the final authority regarding all administrative matters.~~

DMS specifically delegates the following operational and administrative functions to DDS as the operating agency pursuant to the MOU:

1. Participant enrollment
2. Waiver enrollment managed against approved limits
3. Waiver expenditures managed again approved levels
4. Level of care evaluations
5. Review of participant service plans
6. Prior authorization of waiver services
7. Utilization management
8. Qualified provider enrollment
9. Rules, policies, procedures, and information development governing waiver program
10. Quality assurance and quality improvement

The term of the MOU is one (1) year and it automatically renews for additional one (1) year periods unless terminated by one of the parties. The entirety of the MOU is reviewed and discussed by DMS and DDS at each regularly scheduled quarterly meeting to ensure no amendments to the MOU are necessary; however, the MOU may be amended at any time upon the mutual agreement of the parties.

The MOU permits DDS to hire a third-party vendor (“Vendor”) to assist with the day-to-day operation and administration of the Autism Waiver as long as any MOU obligations performed by Vendor are performed pursuant to a written, legally binding contract containing adequate performance measures. The MOU requires DDS to conduct regular reviews of Vendor performance and allows DMS to observe, review, and direct Vendor activities at any time.

DMS ensures DDS performs its assigned operational and administrative functions in accordance with the MOU and waiver requirements by meeting with DDS on at least a quarterly basis to discuss Vendor performance, the DDS Review report, any complaints and critical incidents reported, and to address any other waiver operational or administrative issues. If it is determined that an amendment to the MOU is necessary, then DMS and DDS would execute an amendment as soon as possible. DMS and DDS, as well as DDS’s contracted vendor, have a common and concurrent interest in providing eligible Medicaid children with access to Autism Waiver services through qualified providers, while ensuring that the integrity of the Medicaid Program is maintained. Both agencies will administer the Autism Waiver so as to meet the following assurances:

- ~~-the health and welfare of participants;~~
- ~~-Plans of Care (POC) responsive to participants needs;~~
- ~~-That only qualified providers serve Autism Waiver participants;~~
- ~~-That the State conducts level of care need determinations consistent with the need for institutionalization;~~
- ~~-That the State Medicaid Agency retains administrative authority over the Autism Waiver program; and~~
- ~~-That the State provides financial accountability for the Autism Waiver.~~

~~DHS and DMS monitor the Agreement to assure that the provisions specified therein are executed. Both DMS and DDS, through its contracted vendor, provide information and data needed to carry out the Agreement.~~

~~Pursuant to the Agreement, DMS and DDS, in part through its contracted vendor, conduct routine, ongoing oversight of the Autism Waiver programs. DHS reviews and approves any policies DDS and its contracted vendor puts in place to carry out the terms of the Agreement and the Autism Waiver program.~~

Provisions of the Agreement are as follows:

DDS, as the Operating Agency, has the following responsibilities, carried out through its contracted vendor:

evaluation of medical need criteria (DHS form 703) for Waiver services by reviewing developmental assessment information provided with the participant's application. Arkansas Medicaid makes the eligibility determination after reviewing medical and financial eligibility information;
administers assessments, as necessary, to make recommendations to Arkansas regarding participants' Level of Care;
develops Plans of Care (POC) for each participant enrolled in the Autism Waiver; and
(1) — certifies eligible provider agencies for participation as providers in the Autism Waiver program with Arkansas Medicaid oversight and monitoring.

DDS' contracted vendor utilizes a database that houses information on all certified providers. The Division of Medical Services (DMS) maintains and monitors a separate database of all providers who have applied for certification. DDS also has access to its vendor's database and randomly pulls provider certification records on a quarterly basis to check for errors.

DDS uses the sampling guide "A Practical Guide for Quality Management in Home and Community Based-Waiver Programs" developed by the Human Services Research Institute and the Medstat group for CMS in 2006. A systematic random sampling of the active provider group is drawn whereby every nth name in the group is selected for inclusion in the sample for provider certification review. The sample size is based on a 95% confidence level with a margin of error of +/- 5%. An online calculator is used to determine the appropriate sample size for the population.

During monitoring, if a pattern of errors is identified, DDS will require its vendor to submit and implement a corrective action plan to ensure the pattern is not repeated.

Non-compliance with the Agreement:

If DDS discovers that its contracted vendor is not complying with the terms of the Agreement, DDS may require the contracted vendor to submit and implement a corrective action plan. Under the terms of the contract, DDS reserves the right to delay, withhold or reduce payment to its vendor; or to terminate the agreement at any time depending on the severity and nature of non-compliance.

DDS continuously evaluates its contracted vendor's management processes to ensure compliance. The following describes the roles of each entity:

The Division of Provider Support and Quality Assurance (DPSQA)'s Office of Long Term Care (OLTC) conducts 100% review of initial level of care determinations performed by DDS's contracted vendor and makes the final eligibility determination.

DDS's contracted vendor conducts 100% review of participant case records and provider certification files. These reviews focus on the CMS quality assurance framework and performance measures. After each review, the contracted vendor develops and implements a remediation plan, if necessary, within a designated timeframe. DDS conducts quarterly oversight reviews of a sampling of participant case records or provider certification files.

DMS quality assurance staff utilize other also uses systems, such as the Medicaid Management Information Systems (MMIS) and the Arkansas Department of Human Services, Division of County Operations' eligibility system, ANSWER, to monitor quality and DDS and ensure it performs the assigned operational and administrative waiver functions in accordance with the MOU and compliance with Autism W waiver requirements standards.

Other DMS staff, such as Program Integrity, conducts utilization reviews, investigates potential fraud, and other requested focused reviews of Autism Waiver providers and DDS's contracted vendor, as warranted. A report of findings is produced and transmitted to the party in question for remedial action, as necessary.

Appendix A: Waiver Administration and Operation

3. Use of Contracted Entities. Specify whether contracted entities perform waiver operational and administrative functions on behalf of the Medicaid agency and/or the operating agency (if applicable) (*select one*):

- ☒ **Yes. Contracted entities perform waiver operational and administrative functions on behalf of the Medicaid agency and/or operating agency (if applicable).**

Specify the types of contracted entities and briefly describe the functions that they perform. *Complete Items A-5 and A-6.:*

DDS currently contracts with a third-party vendor~~non-profit organization~~ ("Vendor") to assist with certain aspects of the day-to-day administrative and operational functions of the Autism Waiver. Vendor assists DDS with the following operational and administrative waiver functions:~~in conducting eligibility and level-of-care assessments, overseeing the development of plans of care, and certifying Autism Waiver providers. This contracted vendor also performs reviews of services delivered under the Waiver and maintains the wait list.~~

1. Participant enrollment
2. Waiver enrollment against approved limits
3. Level of care evaluation
4. Prior authorization of waiver services
5. Utilization management
6. Qualified provider enrollment
7. Quality assurance and quality improvement activities

Vendor has established and actively maintains a secure electronic database ("Autism Waiver Database") for data management and communication with certified Autism Waiver providers. The Autism Waiver Database acts as the repository for Autism Waiver beneficiary service records, Autism Waiver service provider certification and personnel files, and complaint/grievance and critical incident reports and investigations.

- ☐ **No. Contracted entities do not perform waiver operational and administrative functions on behalf of the Medicaid agency and/or the operating agency (if applicable).**

Appendix A: Waiver Administration and Operation

4. Role of Local/Regional Non-State Entities. Indicate whether local or regional non-state entities perform waiver operational and administrative functions and, if so, specify the type of entity (*Select One*):

- ☒ **Not applicable**
- ☐ **Applicable** - Local/regional non-state agencies perform waiver operational and administrative functions. Check each that applies:

- ☐ **Local/Regional non-state public agencies** perform waiver operational and administrative functions at the local or regional level. There is an **interagency agreement or memorandum of understanding** between the State and these agencies that sets forth responsibilities and performance requirements for these agencies that is available through the Medicaid agency.

Specify the nature of these agencies and complete items A-5 and A-6:

- ☐ **Local/Regional non-governmental non-state entities** conduct waiver operational and administrative functions at the local or regional level. There is a contract between the Medicaid agency and/or the operating agency (when authorized by the Medicaid agency) and each local/regional non-state entity that sets forth the responsibilities and performance requirements of the local/regional entity. The **contract(s)** under which private entities conduct waiver operational functions are available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

Appendix A: Waiver Administration and Operation

- 5. Responsibility for Assessment of Performance of Contracted and/or Local/Regional Non-State Entities.** Specify the state agency or agencies responsible for assessing the performance of contracted and/or local/regional non-state entities in conducting waiver operational and administrative functions:

~~DDS ishas primary-responsible for oversight responsibility ofover the contractedthird-party vendor contracted to assist with the day-to-day administrative and operational Autism Waiver functions. The contract has performance measures that the vendor is required to meet and DDS conducts regular reviews of the vendor. Additionally, the vendor submits quarterly reports to DDS for review.~~

~~DMS, as the State Medicaid Agency oversees operation of the Waiver, maintains ultimate administrative authority over the Autism Waiver and provides a second line of oversight for theany contracted third-party vendor.~~

Appendix A: Waiver Administration and Operation

- 6. Assessment Methods and Frequency.** Describe the methods that are used to assess the performance of contracted and/or local/regional non-state entities to ensure that they perform assigned waiver operational and administrative functions in accordance with waiver requirements. Also specify how frequently the performance of contracted and/or local/regional non-state entities is assessed:

The contract between DDS and the third-party vendor ("Vendor") establishes specific minimum performance standards that ensure Vendor performs Autism Waiver operational and administrative functions in accordance with waiver requirements. These Vendor contract performance measures are designed to track the performance measures attached to each Appendix within the Autism Waiver application ("Performance Measures") and ensure Vendor's operational and administrative activities comply with the Autism Waiver requirements.

Vendor has established and actively maintains a secure electronic database ("Autism Waiver Database") for data management and communication with DMS, DDS, and certified Autism Waiver providers. The Autism Waiver Database acts as the repository for Autism Waiver beneficiary service records, Autism Waiver provider certification and personnel files, and complaint/grievance and critical incident reports and investigations. Vendor has developed a data report for each Performance Measure for which the Autism Waiver Database is the data source. Vendor runs each data report monthly to discover and identify potential issues with the operation and administration of the waiver. The results of these monthly data reports are aggregated into a quarterly Autism Waiver Report, which is submitted to DDS and reviewed to ensure Vendor's operational and administrative activities comply with the Autism Waiver requirements.

DDS staff also have access to the Autism Waiver Database for the purpose of conducting quality reviews to monitor Vendor performance. DDS conducts a quarterly retrospective random sample reviews ("DDS Reviews") of at least twenty percent (20%) of active beneficiary service, provider certification, and provider personnel records in the Autism Waiver Database to verify the data submitted by Vendor in the Autism Waiver Report and monitor Vendor to ensure its operational and administrative activities comply with the Autism Waiver requirements.

Additionally, DDS and Vendor meet on at least a quarterly basis to discuss the results of the Autism Waiver Report and DDS Reviews, review any complaints and critical incidents reported in the prior quarter, and address any adjustments to Autism Waiver operations or administration that need to be made. Any necessary Vendor corrective action steps or plans are developed at the quarterly meeting. Any active corrective action plan would be reviewed and discussed at each quarterly meeting.

Finally, DMS uses the Medicaid Management Information System and the Department of Human Services, Division of County Operations' eligibility system on an on-going basis to monitor Vendor compliance with its contractually required performance obligations with respect to Autism Waiver requirements. DDS's contracted vendor submits quarterly reports to DDS for review. Additionally, DDS conducts quarterly reviews of a sample of provider certification files and Autism Waiver beneficiary charts to ensure compliance with the terms of this Waiver.

Appendix A: Waiver Administration and Operation

7. Distribution of Waiver Operational and Administrative Functions. In the following table, specify the entity or entities that have responsibility for conducting each of the waiver operational and administrative functions listed (*check each that applies*):

In accordance with 42 CFR §431.10, when the Medicaid agency does not directly conduct a function, it supervises the performance of the function and establishes and/or approves policies that affect the function. All functions not performed directly by the Medicaid agency must be delegated in writing and monitored by the Medicaid Agency. *Note: More than one box may be checked per item. Ensure that Medicaid is checked when the Single State Medicaid Agency (1) conducts the function directly; (2) supervises the delegated function; and/or (3) establishes and/or approves policies related to the function.*

Function	Medicaid Agency	Other State Operating Agency	Contracted Entity
Participant waiver enrollment	☒	☒ ☐	☒
Waiver enrollment managed against approved limits	☒	☒	☒ ☐
Waiver expenditures managed against approved levels	☒	☒	☐ ☒
Level of care evaluation	☒	☒ ☐	☒
Review of Participant service plans	☒	☒	☒
Prior authorization of waiver services	☒ ☐	☒ ☐	☒
Utilization management	☒	☒	☒
Qualified provider enrollment	☒	☒	☒
Execution of Medicaid provider agreements	☒	☐	☐
Establishment of a statewide rate methodology	☒	☐ ☒	☐
Rules, policies, procedures and information development governing the waiver program	☒	☒	☐
Quality assurance and quality improvement activities	☒	☒	☒

Appendix A: Waiver Administration and Operation

Quality Improvement: Administrative Authority of the Single State Medicaid Agency

As a distinct component of the States quality improvement strategy, provide information in the following fields to detail the States methods for discovery and remediation.

a. Methods for Discovery: Administrative Authority

The Medicaid Agency retains ultimate administrative authority and responsibility for the operation of the waiver program by exercising oversight of the performance of waiver functions by other state and local/regional non-state agencies (if appropriate) and contracted entities.

i. Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance, complete the following. Performance measures for administrative authority should not duplicate measures found in other appendices of the waiver application. As necessary and applicable, performance measures should focus on:

- Uniformity of development/execution of provider agreements throughout all geographic areas covered by the waiver
- Equitable distribution of waiver openings in all geographic areas covered by the waiver
- Compliance with HCB settings requirements and other new regulatory components (for waiver actions submitted on or after March 17, 2014)

Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

~~Number and percent of active, unduplicated participants served within approved limits specified in the Autism Waiver. Numerator: Number of active, unduplicated participants served within approved limits; Denominator: Number of active/unduplicated participants.~~

~~Data Source (Select one):~~

~~Other~~

~~If 'Other' is selected, specify:~~

~~MMIS~~

~~Responsible Party for data collection/generation (check each that applies):~~	~~Frequency of data collection/generation (check each that applies):~~	~~Sampling Approach (check each that applies):~~
☒ ~~State Medicaid Agency~~	☐ ~~Weekly~~	☒ ~~100% Review~~
☐ ~~Operating Agency~~	☒ ~~Monthly~~	☐ ~~Less than 100% Review~~
☐ ~~Sub-State Entity~~	☐ ~~Quarterly~~	☐ ~~Representative Sample~~ Confidence Interval =
☐ ~~Other~~ Specify: 	☒ ~~Annually~~	☐ ~~Stratified~~ Describe Group:
	☐ ~~Continuously and Ongoing~~	☐ ~~Other~~ Specify:
	☐ ~~Other~~ Specify:	

~~Data Source (Select one):~~

~~Other~~

~~If 'Other' is selected, specify:~~

~~ACES Report of Active Cases (Point in Time)~~

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
State Medicaid Agency	Weekly	100% Review
Operating Agency	Monthly	Less than 100% Review
Sub-State Entity	Quarterly	Representative
		Sample Confidence Interval =
Other Specify: Division of County Operations ☒	Annually ☐	Stratified Describe Group: ☐
	Continuously and Ongoing ☐	Other Specify: ☐
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ Monthly
☐ Sub-State Entity	☐ Quarterly
☒ Other Specify: DDS's contracted vendor	☐ Annually
	Continuously and Ongoing
	Other Specify:

Performance Measure:

Number and percent of policies and ~~or~~ procedures developed by DDS that are reviewed and approved by the Medicaid Agency ("DMS") prior to implementation. Numerator: Number of policies and procedures developed by DDS that were reviewed by DMS ~~before~~prior to implementation; Denominator: Number of policies and procedures developed by DDS.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Policy Development Quality Assurance Request Forms JIRA

Responsible Party for data collection/generation(<i>check each that applies</i>):	Frequency of data collection/generation(<i>check each that applies</i>):	Sampling Approach(<i>check each that applies</i>):
☐ State Medicaid Agency	☐ Weekly	☒ 100% Review
☒ Operating Agency	☐ Monthly	☐ Less than 100% Review
☐ Sub-State Entity	☐ Quarterly	☐ Representative Sample Confidence Interval =
☐ Other Specify:	☐ Annually	☐ Stratified Describe Group:
	☒ Continuously and Ongoing	☐ Other Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (<i>check each that applies</i>):	Frequency of data aggregation and analysis(<i>check each that applies</i>):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☐ Quarterly
Other Specify:	Annually
	☒ Continuously and Ongoing
	Other Specify:

Performance Measure:

~~Number and percent of initial Level of Care (LOC) assessments completed using the approved instrument. Numerator: Number of LOC assessments completed using the approved instrument; Denominator: Number of LOC assessments reviewed.~~

Data Source (Select one):**Other**

If 'Other' is selected, specify:

Quarterly QA Report (Chart Reviews)

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☐ 100% Review
☒ Operating Agency	☐ Monthly	☒ Less than 100% Review
Sub-State Entity	Quarterly	Representative Sample Confidence Interval=
Other Specify:	Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify:
		DDS will conduct a review on 10% of the charts reviewed by DDS's contracted vendor for the quarter.
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
Other Specify: DDS's contracted vendor	Annually

☐	Continuously and Ongoing
	Other Specify:

Performance Measure:

Number and percent of participant Plans of Care (POCs) completed by DDS's contracted vendor in the time frame specified. Numerator: Number of POCs completed by DDS's contracted vendor in the time frame specified; Denominator: Number of POCs reviewed.

Data Source (Select one):**Other**

If 'Other' is selected, specify:

Medicaid Quarterly QA Report (Chart Reviews)

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid	☐ Weekly	☒ 100% Review
Agency		
Operating Agency	Monthly	Less than 100% Review
Sub-State Entity ☒	Quarterly ☐	Representative Sample Confidence Interval = ☐
Other Specify: DDS's contracted vendor ☐	Annually ☒	Stratified Describe Group: ☐
	Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ Monthly

~~Sub-State Entity~~	~~Quarterly~~
~~Other~~ Specify: ~~DDS's contracted vendor~~	~~Annually~~
	~~Continuously and Ongoing~~
	~~Other~~ Specify:

Performance Measure:

~~Number and percent of participants with delivery of at least two Autism Waiver services per month as specified in the Plan of Care (POC). Numerator: Number of participants with at least two Autism Waiver Services per month; Denominator: Number of participants served.~~

Data Source (Select one):~~Other~~

If 'Other' is selected, specify:

Minimum Waiver Services Report

~~Responsible Party for data collection/generation (check each that applies):~~	~~Frequency of data collection/generation (check each that applies):~~	~~Sampling Approach (check each that applies):~~
☒ ~~State Medicaid Agency~~	☐ ~~Weekly~~	☒ ~~100% Review~~
☐ ~~Operating Agency~~	☐ ~~Monthly~~	☐ ~~Less than 100% Review~~
~~Sub-State Entity~~	~~Quarterly~~	~~Representative Sample Confidence Interval=~~
~~Other~~ Specify: ☐	~~Annually~~ ☐	~~Stratified~~ Describe Group: ☐
	~~Continuously and Ongoing~~	~~Other~~ Specify:
☒	☐ ~~Other~~ Specify:	☐

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
Other Specify: DDS's contracted vendor	☐ Annually ☐ Continuously and Ongoing
	Other Specify:

Performance Measure:

~~Number and percent of Level of Care (LOC) assessments completed by DDS' contracted vendor in the time specified in the Agreement. Numerator: Number of LOC assessments completed by DDS' contracted vendor in time frame; Denominator: Number of LOC assessments reviewed.~~

Data Source (Select one):

~~Other~~

~~If 'Other' is selected, specify:~~

Average Days Report

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ 100% Review
☐ Operating Agency	☒ Monthly	☐ Less than 100% Review
Sub-State Entity	Quarterly	Representative Sample Confidence Interval =
Other Specify:	Annually	Stratified Describe Group:
DDS's contracted vendor		
	Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Source (Select one):**Other**

If 'Other' is selected, specify:

Medicaid Quarterly QA Report (Chart Reviews)

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☒ State Medicaid Agency	☐ Weekly	☒ 100% Review
☐ Operating Agency	☐ Monthly	☐ Less than 100% Review
Sub State Entity	Quarterly	Representative Sample Confidence Interval=
Other Specify:	Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify:
	Other	
	Specify:	

Data Source (Select one):**Other**

If 'Other' is selected, specify:

Monthly Activity Report

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ 100% Review
☐ Operating Agency	☒ Monthly	☐ Less than 100% Review
Sub State Entity	Quarterly	Representative Sample Confidence Interval=
Other Specify: DDS's contracted vendor	Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☐ Operating Agency	☐ Monthly
☐ Sub-State Entity	☐ Quarterly
Other Specify: DDS's contracted vendor	☐ Annually
	☐ Continuously and Ongoing
	Other Specify:

Performance Measure:

Number and percent of provider applications for which the provider obtained appropriate licensure/certification in accordance with the specified Autism Waiver qualifications prior to providing services. Numerator: Number of provider certifications issued; Denominator: Number of providers

Data Source (Select one):

Other

If 'Other' is selected, specify:

Provider File Review

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ 100% Review
☐ Operating Agency	☒ Monthly	☐ Less than 100% Review
☐ Sub-State Entity	☐ Quarterly	Representative Sample Confidence Interval =
Other Specify: DDS's contracted vendor	☐ Annually	Stratified Describe Group:
	☐ Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Source (Select one):

Other

If 'Other' is selected, specify:

Quarterly QA Report (Chart Reviews)

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☐ 100% Review
☒ Operating Agency	☐ Monthly	☒ Less than 100% Review
Sub-State Entity	Quarterly	Representative Sample Confidence Interval=
Other Specify:	Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify: DDS will conduct a 10% sample of charts reviewed by its contracted vendor.
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: DDS's contracted vendor	☐ Annually
	Continuously and Ongoing
	Other Specify:

- ii. If applicable, in the textbox below provide any necessary additional information on the strategies employed by the State to discover/identify problems/issues within the waiver program, including frequency and parties responsible.

N/A Vendor Problem Discovery and Identification Strategies

DDS's contracted vendor ("Vendor") has established and actively maintains a secure electronic database ("Autism Waiver Database") for data management and interaction with DMS, DDS, and certified Autism Waiver providers. Specifically, the Autism Waiver Database acts as a repository for:

1. Beneficiary service records
2. Provider certification records
3. Provider personnel files
4. Complaints/grievances
5. Critical incidents
6. All documentation related to investigations involving Autism Waiver complaints and critical incidents.

All information related to a beneficiary's participation in the Autism Waiver is maintained in the beneficiary's service record in the Autism Waiver Database, including the beneficiary's application, diagnostic information, level of care evaluation results, service delivery notes, and all communications relating to the beneficiary. The Autism Waiver Database provides a secure, individualized log-in for each Autism Waiver provider's Interventionists, Lead Therapists, and Line Therapists, which allows these professionals to access a beneficiary's service record, upload evaluation and reevaluation results, upload and update individual treatment plans, and enter service delivery and progress notes. The individualized log-ins only allow providers and their professionals access to the beneficiary service records of those beneficiary's they are actively serving.

The Autism Waiver Database is also used to maintain documentation related to provider certification and personnel files. This documentation would include an Autism Waiver provider's certification application and certificate, and all successfully passed background checks, registry searches, and drug screens for personnel that provide Autism Waiver services on behalf the certified provider. A provider must also upload to the Autism Waiver Database documentation demonstrating that each of its professionals delivering Autism Waiver services on its behalf has met any applicable education, experience, licensing, and training requirements.

Vendor has developed a data report for each performance measure ("Performance Measure") in this waiver for which the Autism Waiver Database is the data source. Vendor runs each data report monthly to discover and identify potential issues with the operation and administration of the waiver. The results of these the monthly data reports are aggregated into a single Autism Waiver Report, which is submitted to DDS each quarter.

Operating Agency Problem Discovery and Identification Strategies

DDS staff are provided read only access to the Autism Waiver Database for the purpose of conducting retrospective reviews on a quarterly basis. The specifics of these retrospective reviews are described in detail in each of the Appendices of this waiver, but generally are conducted to verify the results of the Autism Waiver Report and confirm Vendor's compliance with contract performance standards. DDS uses the Raosoft Calculation System to determine a sample size for retrospective reviews that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error. The results of DDS's retrospective reviews are aggregated into a single DDS Review report, which is submitted to DMS each quarter.

DDS also meets with Vendor on at least a quarterly basis to discuss the results of the Autism Waiver Report and DDS Review report, review any complaints and critical incidents reported in the prior quarter, and address any adjustments to Autism Waiver operations or administration that need to be implemented.

Medicaid Agency Problem Discovery and Identification Strategies

DMS staff are provided read only access to the Autism Waiver Database for the purpose of conducting retrospective reviews. The specifics of these retrospective reviews are described in detail in each of the Appendices of this waiver, but generally are conducted to verify the results of the Autism Waiver Report, confirm Vendor's compliance with contract performance standards, and ensure DDS is complying with all obligations within both the waiver and the Interagency Memorandum of Understanding.

DMS holds a quarterly meeting with DDS to discuss the Vendor's performance, DDS Review report, the most recent Autism Waiver Report, and address any other operational or administrative issues discovered during retrospective review.

b. Methods for Remediation/Fixing Individual Problems

- i. Describe the States method for addressing individual problems as they are discovered. Include information regarding responsible parties and GENERAL methods for problem correction. In addition, provide information on the methods used by the state to document these items.

~~DDS conducts chart reviews on 10% of the Autism Waiver participants' records and produces reports of the results. These reports include issues such as untimely level of care re-evaluations, incomplete service plans, and incorrect billings to Medicaid. These reports are shared with DDS' contracted vendor. DDS's contracted vendor is responsible for implementing remedial action to prevent future occurrences of the same issues and if necessary, developing a corrective action plan to address any issues not resolved through remediation. The corrective action plan may include training, policy corrections, and provider billing adjustments. In cases where the numbers of active participants and unduplicated participants served in the Autism Waiver are not within approved limits, remediation may include Waiver amendments, or possibly implementing a waiting list.~~

DDS and DDS's contracted vendor ("Vendor") meet on at least a quarterly basis to discuss the results of the Autism Waiver Report and DDS Review report, review any complaints and critical incidents reported in the prior quarter, and discuss Autism Waiver operations generally. If issues with the operation of the Autism Waiver are discovered, then DMS, DDS, and Vendor will discuss appropriate adjustments and remediation on a case-by-case basis. Discussion will typically take place during regularly scheduled quarterly meetings, unless a more immediate meeting is required.

The type of remediation implemented depends on the issue and surrounding circumstances and may include without limitation one or more of the following: corrective action plan, training, revising a service plan, revoking provider certification, recoupment, system design changes, the parent/guardian selecting a new community service provider, and the involuntary removal of a beneficiary from the Autism Waiver.

How each remediation effort is implemented and monitored and the party directly responsible is determined prior to implementation. The party directly responsible for implementing and monitoring the progress of a remediation effort depends on the type of remediation effort implemented. Vendor will typically be responsible for implementing and monitoring corrective action plans, trainings, certification revocations, and the removal of a beneficiary from the Autism Waiver. DMS or DDS will typically be responsible for implementing and monitoring remediation efforts involving recoupments, system design changes, and issues involving Vendor's responsibilities under its contract with DDS. DDS and its contracted vendor hold quarterly meetings to discuss and address individual problems associated with administrative authority, as well as problem correction and remediation.

DMS reviews and approves all policies and procedures developed by DDS's contracted vendor prior to implementation. In cases where a new or updated policy or procedure was not reviewed and approved by DMS prior to implementation, remediation includes DMS reviewing of the policy or procedure upon discovery, and approving or removing the policy or procedure, as appropriate. The status of each active remediation effort will be discussed at each quarterly meeting until the remediation effort is completed or resolved.

Investigations, findings, and other documentation related to the Vendor's monitoring of remediation efforts will be maintained in the Autism Waiver Database. Recoupments will be monitored and tracked by DMS through the Medicaid Management Information system. System design changes will be documented through updates to existing or implementation of new Autism Waiver policies and procedures and amendments to the Autism Waiver. Finally, documentation related to remediations in connection with Vendor's performance under its contract will be maintained in the contract file.

Remediation to address participants not receiving at least two waiver services per month in accordance with the Plan of Care (POC) includes case closure, conducting monitoring visits, revising a plan of care to add a service, checking provider billing and providing training. Remediation associated with provider certifications that are not current according to the Agreement include closing provider numbers, recouping payments for services and recertifying providers upon discovery, if appropriate.

DDS's contracted vendor conducts remediation efforts in these efforts and the transmittal tool used for case record reviews documents and tracks remediation.

ii. Remediation Data Aggregation**Remediation-related Data Aggregation and Analysis (including trend identification)**

Responsible Party (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: DDS's contracted vendor	☐ Annually
	☒ Continuously and Ongoing
	☐ Other Specify:

c. Timelines

When the State does not have all elements of the Quality Improvement Strategy in place, provide timelines to design methods for discovery and remediation related to the assurance of Administrative Authority that are currently non-operational.

☒ **No**

☐ **Yes**

Please provide a detailed strategy for assuring Administrative Authority, the specific timeline for implementing identified strategies, and the parties responsible for its operation.

Appendix B: Participant Access and Eligibility

B-1: Specification of the Waiver Target Group(s)

- a. Target Group(s).** Under the waiver of Section 1902(a)(10)(B) of the Act, the state limits waiver services to one or more groups or subgroups of individuals. Please see the instruction manual for specifics regarding age limits. *In accordance with 42 CFR §441.301(b)(6), select one or more waiver target groups, check each of the subgroups in the selected target group(s) that may receive services under the waiver, and specify the minimum and maximum (if any) age of individuals served in each subgroup:*

Target Group	Included	Target SubGroup	Minimum Age	Maximum Age	
				Maximum Age Limit	No Maximum Age Limit
☐ Aged or Disabled, or Both - General					
	☐	Aged			☐
	☐	Disabled (Physical)			
	☐	Disabled (Other)			
☐ Aged or Disabled, or Both - Specific Recognized Subgroups					
	☐	Brain Injury			☐
	☐	HIV/AIDS			☐
	☐	Medically Fragile			☐
	☐	Technology Dependent			☐
☒ Intellectual Disability or Developmental Disability, or Both					
	☒	Autism	1	7	☐
	☐	Developmental Disability			☐
	☐	Intellectual Disability			☐
☐ Mental Illness					
	☐	Mental Illness			☐
	☐	Serious Emotional Disturbance			

- b. Additional Criteria.** The state further specifies its target group(s) as follows:

- ~~Children between eighteen (18) months and seven (7) years, who have been~~ A beneficiary must be diagnosed with ~~Autism Spectrum Disorder (“ASD”), as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) of put out by the American Psychiatric Association, and who meet the ICF-IID level of care criteria. The presence of ASD is demonstrated by a formalized ASD evaluation instrument, such as the Childhood Autism Rating Scale or Autism Diagnostic Observation Scale, administered by an appropriately licensed professional, or a delineation of DSM criteria.~~
- ~~A beneficiary’s ASD diagnosis of ASD must be from at least two (2) of the following three (3) licensed professionals, either each individually or as a team: have been provided by multiple professionals, including a physician, psychologist, and speech-language pathologist, either individually or as a team. The ASD diagnosis must be the primary contributing factor to the beneficiary’s delays, deficits, or maladaptive behaviors to qualify for the Autism Waiver.~~
- ~~A beneficiary’s level of care evaluation must demonstrate the beneficiary requires an ICF/IID institutional level of care. Participants will be terminated from the Autism waiver after either a total of three (3) consecutive years of service, or upon their eighth birthday, whichever comes first.~~
- ~~A beneficiary must be between eighteen (18) months and eight (8) years of age.~~
- ~~A beneficiary may receive a maximum of three (3) years of Autism Waiver services as codified in Arkansas Act 1008 of 2015. The clock on the three (3) year service limitation starts on the first billable Autism Waiver service date.~~
- ~~Participants~~ A beneficiary must ~~enter~~ be determined eligible for the ~~Autism Waiver program~~ on or before their fifth (5th) birthday to allow for the maximum ~~of three (3) years of services prior to reaching the Autism Waiver maximum age limitation on their eighth (8th) birthday~~ treatment to occur. The three year maximum service limitation is specified in Arkansas Act 1008 of 2015 enacted in the 90th Session of the Arkansas General Assembly.

c. Transition of Individuals Affected by Maximum Age Limitation. When there is a maximum age limit that applies to individuals who may be served in the waiver, describe the transition planning procedures that are undertaken on behalf of participants affected by the age limit (*select one*):

- ☐ Not applicable. There is no maximum age limit
- ☒ The following transition planning procedures are employed for participants who will reach the waiver's maximum age limit.

Specify:

The Autism Waiver Coordinator assigned to the beneficiary by DDS's contracted vendor initiates State's transition planning procedures ~~will be initiated when a beneficiary no longer meets Autism Waiver eligibility criteria or three (3) months prior to the date the client would reach their three (3) year service limitation, whichever is earlier~~ ~~end of the participant's program end date or if the participant fails to meet the level of care criteria before the 3-year maximum is met.~~ Transition planning starts with the Autism Waiver Coordinator scheduling a transition conference at the beneficiary's home with the parent/guardian. During the transition conference the Autism Waiver Coordinator provides the Parents/guardians ~~with~~ ~~be provided~~ information about other services, supports, and appropriate referrals available (i.e., Medicaid state plan services, other waiver alternatives, and programs available through the Local Education Agency), ~~and answers any of the parent/guardian's questions about the beneficiary's exit from the Autism Waiver.~~ The Autism Waiver Coordinator ~~will also be responsible for~~ assists the beneficiary and parent/guardian ~~with coordinating the~~ transitioning to other services providers. A transition conference with any new service provider is scheduled ~~if when~~ requested by the parent/guardian, ~~the participant's Consultant may participate in a transition conference with the agency who will be providing services following Autism Waiver termination.~~

Appendix B: Participant Access and Eligibility

B-2: Individual Cost Limit (1 of 2)

a. Individual Cost Limit. The following individual cost limit applies when determining whether to deny home and community-based services or entrance to the waiver to an otherwise eligible individual (*select one*). Please note that a state may have only ONE individual cost limit for the purposes of determining eligibility for the waiver:

- ☒ **No Cost Limit.** The state does not apply an individual cost limit. *Do not complete Item B-2-b or item B-2-c.*
- ☐ **Cost Limit in Excess of Institutional Costs.** The state refuses entrance to the waiver to any otherwise eligible individual when the state reasonably expects that the cost of the home and community-based services furnished to that individual would exceed the cost of a level of care specified for the waiver up to an amount specified by the state. *Complete Items B-2-b and B-2-c.*

The limit specified by the state is (*select one*)

- ☐ A level higher than 100% of the institutional average.

Specify the percentage:

- ☐ Other

Specify:

- ☐ **Institutional Cost Limit.** Pursuant to 42 CFR 441.301(a)(3), the state refuses entrance to the waiver to any otherwise eligible individual when the state reasonably expects that the cost of the home and community-based services furnished to that individual would exceed 100% of the cost of the level of care specified for the waiver. *Complete Items B-2-b and B-2-c.*

- ☐ **Cost Limit Lower Than Institutional Costs.** The state refuses entrance to the waiver to any otherwise qualified individual when the state reasonably expects that the cost of home and community-based services furnished to that individual would exceed the following amount specified by the state that is less than the cost of a level of care specified for the waiver.

Specify the basis of the limit, including evidence that the limit is sufficient to assure the health and welfare of waiver participants. Complete Items B-2-b and B-2-c.

The cost limit specified by the state is (select one):

- ☐ The following dollar amount:

Specify dollar amount:

The dollar amount (select one)

- ☐ Is adjusted each year that the waiver is in effect by applying the following formula:

Specify the formula:

- ☐ May be adjusted during the period the waiver is in effect. The state will submit a waiver amendment to CMS to adjust the dollar amount.

- ☐ The following percentage that is less than 100% of the institutional average:

Specify percent:

- ☐ Other:

Specify:

Appendix B: Participant Access and Eligibility

B-2: Individual Cost Limit (2 of 2)

Answers provided in Appendix B-2-a indicate that you do not need to complete this section.

- b. Method of Implementation of the Individual Cost Limit.** When an individual cost limit is specified in Item B-2-a, specify the procedures that are followed to determine in advance of waiver entrance that the individual's health and welfare can be assured within the cost limit:

c. Participant Safeguards. When the state specifies an individual cost limit in Item B-2-a and there is a change in the participant's condition or circumstances post-entrance to the waiver that requires the provision of services in an amount that exceeds the cost limit in order to assure the participant's health and welfare, the state has established the following safeguards to avoid an adverse impact on the participant (*check each that applies*):

☐ The participant is referred to another waiver that can accommodate the individual's needs.

☐ Additional services in excess of the individual cost limit may be authorized.

Specify the procedures for authorizing additional services, including the amount that may be authorized:

☐ Other safeguard(s)

Specify:

Appendix B: Participant Access and Eligibility

B-3: Number of Individuals Served (1 of 4)

a. Unduplicated Number of Participants. The following table specifies the maximum number of unduplicated participants who are served in each year that the waiver is in effect. The state will submit a waiver amendment to CMS to modify the number of participants specified for any year(s), including when a modification is necessary due to legislative appropriation or another reason. The number of unduplicated participants specified in this table is basis for the cost-neutrality calculations in Appendix J:

Table: B-3-a

Waiver Year	Unduplicated Number of Participants
Year 1	270 ~~00~~
Year 2	280 ~~00~~
Year 3	290 ~~70~~
Year 4	300 ~~70~~
Year 5	300 ~~70~~

b. Limitation on the Number of Participants Served at Any Point in Time. Consistent with the unduplicated number of participants specified in Item B-3-a, the state may limit to a lesser number the number of participants who will be served at any point in time during a waiver year. Indicate whether the state limits the number of participants in this way: (*select one*)

☐ The state does not limit the number of participants that it serves at any point in time during a waiver year.

☒ The state limits the number of participants that it serves at any point in time during a waiver year.

The limit that applies to each year of the waiver period is specified in the following table:

Table: B-3-b

Waiver Year	Maximum Number of Participants Served At Any Point During the Year
Year 1	180 ~~50~~
Year 2	180 ~~50~~
Year 3	180
Year 4	180
Year 5	180

Appendix B: Participant Access and Eligibility

B-3: Number of Individuals Served (2 of 4)

c. Reserved Waiver Capacity. The state may reserve a portion of the participant capacity of the waiver for specified purposes (e.g., provide for the community transition of institutionalized persons or furnish waiver services to individuals experiencing a crisis) subject to CMS review and approval. The State (*select one*):

- ☒ **Not applicable. The state does not reserve capacity.**
- ☐ **The state reserves capacity for the following purpose(s).**

Appendix B: Participant Access and Eligibility

B-3: Number of Individuals Served (3 of 4)

d. Scheduled Phase-In or Phase-Out. Within a waiver year, the state may make the number of participants who are served subject to a phase-in or phase-out schedule (*select one*):

- ☒ **The waiver is not subject to a phase-in or a phase-out schedule.**
- ☐ **The waiver is subject to a phase-in or phase-out schedule that is included in Attachment #1 to Appendix B-3. This schedule constitutes an intra-year limitation on the number of participants who are served in the waiver.**

e. Allocation of Waiver Capacity.

Select one:

- ☒ **Waiver capacity is allocated/managed on a statewide basis.**
- ☐ **Waiver capacity is allocated to local/regional non-state entities.**

Specify: (a) the entities to which waiver capacity is allocated; (b) the methodology that is used to allocate capacity and how often the methodology is reevaluated; and, (c) policies for the reallocation of unused capacity among local/regional non-state entities:

f. Selection of Entrants to the Waiver. Specify the policies that apply to the selection of individuals for entrance to the waiver:

DDS's contracted vendor ("Vendor") ~~has been accepting applications, on behalf of DDS administers evaluation instruments, and collects data that is used to determine whether an applicant meets the Autism Waiver eligibility requirements throughout the life of the Autism Waiver program, and currently maintains a waiting list for services. If it is determined an applicant meets the eligibility requirements, then the applicant is enrolled in an available Autism Waiver slot. If an applicant meets the eligibility requirements and there is not an available Autism Waiver slot, Thea waiting list will be established opened and services will be provided to children identified as program eligible until the maximum number of slots has been filled.~~ DDS's contracted ~~v~~When a waiting list exists, Vendor ~~will~~ continues to accepting and process applications and any applicants determined to be eligible for the Autism Waiver are added to the waiting list on a first come, first served basis. As Autism Waiver slots become available, eligible applicants are enrolled~~children will be moved into available slots in the order they were added to the services on a first come, first serve basis. Once all slots are filled, a waiting list will be maintained until an available slot opens.~~

An ~~applicant~~child must be ~~admitted to the program~~enrolled in an Autism Waiver slot on or before ~~his or her~~their fifth (5th) birthday ~~in order to allow for the maximum of three (3) years of treatment services before aging out reach the Autism Waiver maximum age limitation at their~~his or her eighth (8th) birthday. ~~Without a~~Any entry age requirement ~~for entrance to the program, prevents an applicant child could get processed for services from enrolling in an Autism Waiver slot immediately prior to his or her~~their eighth (8th) birthday, leaving insufficient time to recruit staff and provide Autism Waiver services ~~prior to the applicant reaching the maximum age limitation before he or she ages out of the Autism Waiver program.~~

Appendix B: Participant Access and Eligibility

B-3: Number of Individuals Served - Attachment #1 (4 of 4)

Answers provided in Appendix B-3-d indicate that you do not need to complete this section.

Appendix B: Participant Access and Eligibility

B-4: Eligibility Groups Served in the Waiver

a. 1. State Classification. The state is a (select one):

- ☒ §1634 State
☐ SSI Criteria State
☐ 209(b) State

2. Miller Trust State.

Indicate whether the state is a Miller Trust State (select one):

- ☐ No
☒ Yes

b. Medicaid Eligibility Groups Served in the Waiver. Individuals who receive services under this waiver are eligible under the following eligibility groups contained in the state plan. The state applies all applicable federal financial participation limits under the plan. Check all that apply:

Eligibility Groups Served in the Waiver (excluding the special home and community-based waiver group under 42 CFR §435.217)

- ☐ Low income families with children as provided in §1931 of the Act
☒ SSI recipients
☐ Aged, blind or disabled in 209(b) states who are eligible under 42 CFR §435.121
☐ Optional state supplement recipients
☐ Optional categorically needy aged and/or disabled individuals who have income at:

Select one:

- ☐ 100% of the Federal poverty level (FPL)
- ☐ % of FPL, which is lower than 100% of FPL.

Specify percentage:

- ☐ Working individuals with disabilities who buy into Medicaid (BBA working disabled group as provided in §1902(a)(10)(A)(ii)(XIII) of the Act)
- ☐ Working individuals with disabilities who buy into Medicaid (TWWIIA Basic Coverage Group as provided in §1902(a)(10)(A)(ii)(XV) of the Act)
- ☐ Working individuals with disabilities who buy into Medicaid (TWWIIA Medical Improvement Coverage Group as provided in §1902(a)(10)(A)(ii)(XVI) of the Act)
- ☐ Disabled individuals age 18 or younger who would require an institutional level of care (TEFRA 134 eligibility group as provided in §1902(e)(3) of the Act)
- ☐ Medically needy in 209(b) States (42 CFR §435.330)
- ☐ Medically needy in 1634 States and SSI Criteria States (42 CFR §435.320, §435.322 and §435.324)
- ☐ Other specified groups (include only statutory/regulatory reference to reflect the additional groups in the state plan that may receive services under this waiver)

Specify:

- 1) Title IV-E Children:
2) Children Specified at 42 CFR 435.118.

Special home and community-based waiver group under 42 CFR §435.217 Note: When the special home and community-based waiver group under 42 CFR §435.217 is included, Appendix B-5 must be completed

- ☐ No. The state does not furnish waiver services to individuals in the special home and community-based waiver group under 42 CFR §435.217. Appendix B-5 is not submitted.
- ☒ Yes. The state furnishes waiver services to individuals in the special home and community-based waiver group under 42 CFR §435.217.

Select one and complete Appendix B-5.

- ☐ All individuals in the special home and community-based waiver group under 42 CFR §435.217
- ☒ Only the following groups of individuals in the special home and community-based waiver group under 42 CFR §435.217

Check each that applies:

- ☒ A special income level equal to:

Select one:

- ☒ 300% of the SSI Federal Benefit Rate (FBR)
- ☐ A percentage of FBR, which is lower than 300% (42 CFR §435.236)

Specify percentage:

- ☐ A dollar amount which is lower than 300%.

Specify dollar amount:

- ☐ Aged, blind and disabled individuals who meet requirements that are more restrictive than the SSI program (42 CFR §435.121)
- ☐ Medically needy without spend down in states which also provide Medicaid to recipients of SSI (42 CFR §435.320, §435.322 and §435.324)

☐ Medically needy without spend down in 209(b) States (42 CFR §435.330)

☐ Aged and disabled individuals who have income at:

Select one:

☐ 100% of FPL

☐ % of FPL, which is lower than 100%.

Specify percentage amount:

☐ Other specified groups (include only statutory/regulatory reference to reflect the additional groups in the state plan that may receive services under this waiver)

Specify:

Appendix B: Participant Access and Eligibility

B-5: Post-Eligibility Treatment of Income (1 of 7)

In accordance with 42 CFR §441.303(e), Appendix B-5 must be completed when the state furnishes waiver services to individuals in the special home and community-based waiver group under 42 CFR §435.217, as indicated in Appendix B-4. Post-eligibility applies only to the 42 CFR §435.217 group.

a. Use of Spousal Impoverishment Rules. Indicate whether spousal impoverishment rules are used to determine eligibility for the special home and community-based waiver group under 42 CFR §435.217:

Note: For the period beginning January 1, 2014 and extending through September 30, 2019 (or other date as required by law), the following instructions are mandatory. The following box should be checked for all waivers that furnish waiver services to the 42 CFR §435.217 group effective at any point during this time period.

☐ **Spousal impoverishment rules under §1924 of the Act are used to determine the eligibility of individuals with a community spouse for the special home and community-based waiver group. In the case of a participant with a community spouse, the state uses spousal post-eligibility rules under §1924 of the Act.**

Complete Items B-5-e (if the selection for B-4-a-i is SSI State or §1634) or B-5-f (if the selection for B-4-a-i is 209b State) and Item B-5-g unless the state indicates that it also uses spousal post-eligibility rules for the time periods before January 1, 2014 or after September 30, 2019 (or other date as required by law).

Note: The following selections apply for the time periods before January 1, 2014 or after September 30, 2019 (or other date as required by law) (select one).

☐ **Spousal impoverishment rules under §1924 of the Act are used to determine the eligibility of individuals with a community spouse for the special home and community-based waiver group.**

In the case of a participant with a community spouse, the state elects to (select one):

☐ **Use spousal post-eligibility rules under §1924 of the Act.**

(Complete Item B-5-b (SSI State) and Item B-5-d)

☐ **Use regular post-eligibility rules under 42 CFR §435.726 (SSI State) or under §435.735 (209b State)**

(Complete Item B-5-b (SSI State). Do not complete Item B-5-d)

☒ **Spousal impoverishment rules under §1924 of the Act are not used to determine eligibility of individuals with a community spouse for the special home and community-based waiver group. The state uses regular post-eligibility rules for individuals with a community spouse.**

(Complete Item B-5-b (SSI State). Do not complete Item B-5-d)

Appendix B: Participant Access and Eligibility

B-5: Post-Eligibility Treatment of Income (2 of 7)

Note: The following selections apply for the time periods before January 1, 2014 or after December 31, 2018.

b. Regular Post-Eligibility Treatment of Income: SSI State.

The state uses the post-eligibility rules at 42 CFR 435.726. Payment for home and community-based waiver services is reduced by the amount remaining after deducting the following allowances and expenses from the waiver participant's income:

i. Allowance for the needs of the waiver participant (select one):

- ☐ The following standard included under the state plan

Select one:

- ☐ SSI standard
- ☐ Optional state supplement standard
- ☐ Medically needy income standard
- ☐ The special income level for institutionalized persons

(select one):

- ☐ 300% of the SSI Federal Benefit Rate (FBR)
- ☐ A percentage of the FBR, which is less than 300%

Specify the percentage:

- ☐ A dollar amount which is less than 300%.

Specify dollar amount:

- ☐ A percentage of the Federal poverty level

Specify percentage:

- ☐ Other standard included under the state Plan

Specify:

- ☐ The following dollar amount

Specify dollar amount:

If this amount changes, this item will be revised.

- ☒ The following formula is used to determine the needs allowance:

Specify:

The maintenance needs allowance is equal to the ~~beneficiary's individual's~~ total income as determined under the post-eligibility process which includes income that is placed in a Miller trust.

- ☐ Other

Specify:

ii. Allowance for the spouse only (select one):

☒ Not Applicable (see instructions)☐ SSI standard☐ Optional state supplement standard☐ Medically needy income standard☐ The following dollar amount:

Specify dollar amount: If this amount changes, this item will be revised.

☐ The amount is determined using the following formula:

Specify:

iii. Allowance for the family (select one):

☒ Not Applicable (see instructions)☐ AFDC need standard☐ Medically needy income standard☐ The following dollar amount:

Specify dollar amount: The amount specified cannot exceed the higher of the need standard for a family of the same size used to determine eligibility under the state's approved AFDC plan or the medically needy income standard established under 42 CFR §435.811 for a family of the same size. If this amount changes, this item will be revised.

☐ The amount is determined using the following formula:

Specify:

☐ Other

Specify:

iv. Amounts for incurred medical or remedial care expenses not subject to payment by a third party, specified in 42 §CFR 435.726:

a. Health insurance premiums, deductibles and co-insurance charges

b. Necessary medical or remedial care expenses recognized under state law but not covered under the state's Medicaid plan, subject to reasonable limits that the state may establish on the amounts of these expenses.

Select one:

☒ Not Applicable (see instructions) Note: If the state protects the maximum amount for the waiver participant, not applicable must be selected.

☐ The state does not establish reasonable limits.

- ☐ The state establishes the following reasonable limits

Specify:

Appendix B: Participant Access and Eligibility

B-5: Post-Eligibility Treatment of Income (3 of 7)

Note: The following selections apply for the time periods before January 1, 2014 or after December 31, 2018.

c. Regular Post-Eligibility Treatment of Income: 209(B) State.

Answers provided in Appendix B-4 indicate that you do not need to complete this section and therefore this section is not visible.

Appendix B: Participant Access and Eligibility

B-5: Post-Eligibility Treatment of Income (4 of 7)

Note: The following selections apply for the time periods before January 1, 2014 or after December 31, 2018.

d. Post-Eligibility Treatment of Income Using Spousal Impoverishment Rules

The state uses the post-eligibility rules of §1924(d) of the Act (spousal impoverishment protection) to determine the contribution of a participant with a community spouse toward the cost of home and community-based care if it determines the individual's eligibility under §1924 of the Act. There is deducted from the participant's monthly income a personal needs allowance (as specified below), a community spouse's allowance and a family allowance as specified in the state Medicaid Plan. The state must also protect amounts for incurred expenses for medical or remedial care (as specified below).

Answers provided in Appendix B-5-a indicate that you do not need to complete this section and therefore this section is not visible.

Appendix B: Participant Access and Eligibility

B-5: Post-Eligibility Treatment of Income (5 of 7)

Note: The following selections apply for the five-year period beginning January 1, 2014.

e. Regular Post-Eligibility Treatment of Income: §1634 State - 2014 through 2018.

Answers provided in Appendix B-5-a indicate that you do not need to complete this section and therefore this section is not visible.

Appendix B: Participant Access and Eligibility

B-5: Post-Eligibility Treatment of Income (6 of 7)

Note: The following selections apply for the five-year period beginning January 1, 2014.

f. Regular Post-Eligibility Treatment of Income: 209(B) State - 2014 through 2018.

Answers provided in Appendix B-5-a indicate that you do not need to complete this section and therefore this section is not visible.

Appendix B: Participant Access and Eligibility

B-5: Post-Eligibility Treatment of Income (7 of 7)

Note: The following selections apply for the five-year period beginning January 1, 2014.

g. Post-Eligibility Treatment of Income Using Spousal Impoverishment Rules - 2014 through 2018.

The state uses the post-eligibility rules of §1924(d) of the Act (spousal impoverishment protection) to determine the contribution of a participant with a community spouse toward the cost of home and community-based care. There is deducted from the participant's monthly income a personal needs allowance (as specified below), a community spouse's allowance and a family allowance as specified in the state Medicaid Plan. The state must also protect amounts for incurred expenses for medical or remedial care (as specified below).

Answers provided in Appendix B-5-a indicate that you do not need to complete this section and therefore this section is not visible.

Appendix B: Participant Access and Eligibility

B-6: Evaluation/Reevaluation of Level of Care

As specified in 42 CFR §441.302(c), the state provides for an evaluation (and periodic reevaluations) of the need for the level(s) of care specified for this waiver, when there is a reasonable indication that an individual may need such services in the near future (one month or less), but for the availability of home and community-based waiver services.

a. Reasonable Indication of Need for Services. In order for an individual to be determined to need waiver services, an individual must require: (a) the provision of at least one waiver service, as documented in the service plan, and (b) the provision of waiver services at least monthly or, if the need for services is less than monthly, the participant requires regular monthly monitoring which must be documented in the service plan. Specify the state's policies concerning the reasonable indication of the need for services:

i. Minimum number of services.

The minimum number of waiver services (one or more) that an individual must require in order to be determined to need waiver services is:

ii. Frequency of services. The state requires (select one):

- ☒ The provision of waiver services at least monthly
- ☐ Monthly monitoring of the individual when services are furnished on a less than monthly basis

If the state also requires a minimum frequency for the provision of waiver services other than monthly (e.g., quarterly), specify the frequency:

b. Responsibility for Performing Evaluations and Reevaluations. Level of care evaluations and reevaluations are performed (select one):

- ☐ Directly by the Medicaid agency
- ☒ By the operating agency specified in Appendix A
- ☐ By a government agency under contract with the Medicaid agency.

Specify the entity:

☐ Other

Specify:

- c. Qualifications of Individuals Performing Initial Evaluation:** Per 42 CFR §441.303(c)(1), specify the educational/professional qualifications of individuals who perform the initial evaluation of level of care for waiver applicants:

Employees of DDS's contracted vendor who perform initial evaluations DDS's contracted vendor assigns one of its Autism Waiver Coordinators to an applicant when it has confirmed the applicant has an autism spectrum disorder diagnosis and meets the age eligibility requirements. When there is an available Autism Waiver slot for the applicant, the assigned Autism Waiver Coordinator schedules an on-site meeting with the applicant and parent/guardian to conduct the initial level of care ("LOC") evaluation. During the on-site visit, the Autism Waiver Coordinator will administer the adaptive functioning and behavior evaluations necessary to determine if the applicant requires an institutional level of care. Each initial LOC evaluation will at a minimum include the administration of the Vineland Adaptive Behavior Scales ("Vineland") and Temperament Atypical Behavior Scale ("TABS") evaluation instruments.

Any individual serving as an Autism Waiver Coordinator must be either (1) a licensed Registered Nurse, or (2) have at least a Bachelor's degree in psychology, speech-language pathology, occupational therapy, education or related field.

They must also have a minimum of two years' experience with services for young children with autism spectrum disorder (ASD).

1. Have a minimum of two (2) years' experience working with children diagnosed with autism spectrum disorder; and

2. Have either:

a. A Registered Nurse license; or

b. A Bachelor's or more advanced degree in psychology, speech-language pathology, occupational therapy, education, or a related field.

The Autism Waiver Coordinator uses the Vineland and TABS results to complete the Form DHS-703. The Autism Waiver Coordinator then submits the completed DHS-703 and any supporting documentation to the Arkansas Department of Human Services, Division of Provider Support and Quality Assurance, Office of Long-Term Care ("OLTC").

OLTC reviews the Form DHS-703 and supporting documentation to determine if the applicant meets institutional level of care criteria. If OLTC determines the applicant meets institutional level of care criteria, then OLTC issues a Form "DHS-704 Decision for Nursing Home/Waiver Placement" that officially establishes the applicant meets the institutional level of care criteria necessary for Autism Waiver eligibility. Each individual issuing a level of care determination on behalf of OLTC must be a licensed Registered Nurse.

- d. Level of Care Criteria.** Fully specify the level of care criteria that are used to evaluate and reevaluate whether an individual needs services through the waiver and that serve as the basis of the state's level of care instrument/tool. Specify the level of care instrument/tool that is employed. State laws, regulations, and policies concerning level of care criteria and the level of care instrument/tool are available to CMS upon request through the Medicaid agency or the operating agency (if applicable), including the instrument/tool utilized.

An applicant must require an ICF/IID institutional level of care to qualify for the Autism Waiver. A applicant is deemed to require an institutional level of care if appropriate intelligence and adaptive functioning and behavior evaluation instruments demonstrate significant deficits in adaptive functioning and/or the presence of significant behavioral challenges. Children served in the Autism Waiver must be diagnosed with Autism Spectrum Disorder (ASD), based on the diagnostic criteria set out in the most recent edition of the DSM (Diagnostic and Statistical Manual). The initial determination of eligibility is determined utilizing This is the same level of care criteria used to establish a beneficiary's eligibility for admission into one of a child with ASD being admitted to the state's ICF/IID facilities. These include the DHS 703 form (The Evaluation of Medical Need), social history and psychological assessments. The annual level of care ("LOC") reevaluation process is conducted in the exact same manner as the initial LOC evaluation process.

~~DDS's contracted vendor will assist in determining eligibility for both initial and continuing eligibility for the Autism Waiver. The LOC assessment is completed by DDS's contracted vendor using the DHS 703 Form. The completed DHS 703 is submitted to the DPSQA, Office of Long Term Care (OLTC). OLTC will complete the Decision for Nursing Home/Waiver Placement (Form DHS 704). Once the LOC determination is made, DDS's contracted vendor will develop the Plan of Care (POC) with the family.~~

~~Supporting documentation required for DDS's contracted vendor to complete the DHS 703 form include appropriate assessments of intelligence and adaptive behavior. Any standardized assessment of intellect and adaptive behavior deemed appropriate by the licensed professionals completing the evaluation will be considered. Additionally, the presence of ASD must be identified by delineation of the DSM Criteria present or through the use of a formalized instrument such as the CARS, ADOS or ADI R. Assessments submitted must be administered by appropriately licensed professionals as required for the administration of the particular instruments utilized. It should be noted that these evaluations, resulting in a diagnosis of ASD, can be completed by any clinical or developmental center or private vendor of the parent's choice, so long as appropriately licensed professionals conduct the assessment. This information must be submitted to the contracted vendor and reviewed prior to the initial on-site meeting between the contracted vendor's staff and the parents/guardians of the child. If additional information is needed, the family will be notified in writing prior to the scheduling of the first on-site meeting.~~

~~On-site refers to in-home and community settings. The location will primarily be the child's home; but other community locations, identified by the parent (such as the park, grocery store, church, etc.) may be selected based on the skills and behaviors of the child that need to be targeted.~~

~~Once the diagnosis of ASD is confirmed by DDS's contracted vendor, the initial contact will be scheduled. During this on-site visit, the level of care (LOC) determination will be made by the contracted vendor based on significant deficits in adaptive functioning and/or the presence of significant behavioral challenges. Each LOC evaluation must include the administration of Vineland Adaptive Behavior Scales ("Vineland") and Temperament Atypical Behavior Scale ("TABS") evaluation instruments by the Autism Waiver Coordinator.~~

~~An applicant/beneficiary child will be found to meet the LOC eligibility with a scoring of seventy (70) or less in any two (2) of the Vineland II Survey Interview domains is deemed to require an institutional level of care for Autism Waiver eligibility purposes. Vineland Scores above seventy (70) that falling within the domain's confidence interval for the applicant/beneficiary's developmental age are also deemed to meet the institutional level of care threshold for that domain of the Vineland II will not preclude a child's eligibility for the Autism Waiver. For example, a child diagnosed with ASD with a Vineland domain score of seventy-four (74) for the Communication Domain where the confidence level interval is five (5) points would be deemed to meet the institutional level of care threshold for that domain for the child's developmental age, would be eligible.~~

~~An applicant/beneficiary age three (3) or older scoring eighty-five (85) or less on two (2) of the three (3) Vineland adaptive behavior domains (Communication, Daily Living Skills, Socialization) and between twenty-one (21) and twenty-four (24) on the Vineland Maladaptive Behavior Index is also deemed to require an institutional level of care for Autism Waiver eligibility purposes. Score between 21 and 24 indicates the presence of significant behavioral challenges. Children with a Maladaptive Behavior Index Score in this range are considered eligible for the Autism Waiver, if the child also has a Vineland II Domain score for two of the three adaptive behavior domains (Communication, Daily Living Skills, Socialization) of 85 or less. Children with Vineland adaptive behavior scores falling within the range of the test's a domain's confidence interval for the applicant's/beneficiary's child's developmental age are also deemed to meet the institutional level of care threshold for that domain in this case will also qualify as eligible.~~

~~For children under the age of 3, a Temperament Atypical Behavior Scale (TABS) assessment must be used to assess for the presence of significant behavioral challenges. Finally, an applicant/beneficiary under the age of three (3) scoring eighty-five (85) or less on two (2) of the three (3) Vineland adaptive behavior domains and A TABS score of eight (8) and above on the TABS is also deemed to require an institutional level of care for Autism Waiver eligibility purposes, indicates a child has significant dysfunctional behaviors, and qualifies for the Autism Waiver, if the score is coupled with qualifying adaptive scores from the Vineland II.~~

For purposes of an applicant's initial LOC evaluation, the results of an already administered Vineland or TABS may be used if administered within the immediately preceding six (6) months. Any already administered evaluation instrument must have been administered by appropriately licensed professionals as required by the particular instrument. It should be noted that the contracted vendor may be administering the Vineland II and the TABS or interpreting results of instruments already included in the child's assessment battery if the instruments have been administered within the past six months for initial eligibility.

The Autism Waiver Coordinator uses the LOC evaluation results to complete the Form DHS-703. The Autism Waiver Coordinator submits the completed DHS-703 and any supporting documentation to the Arkansas Department of Human Services, Division of Provider Support and Quality Assurance, Office of Long-Term Care ("OLTC"). OLTC then reviews the Form DHS-703 and supporting documentation to determine if an applicant/beneficiary meets ICF/IID institutional level of care criteria for Autism Waiver eligibility purposes.

e. Level of Care Instrument(s). Per 42 CFR §441.303(c)(2), indicate whether the instrument/tool used to evaluate level of care for the waiver differs from the instrument/tool used to evaluate institutional level of care (*select one*):

- ☒ **The same instrument is used in determining the level of care for the waiver and for institutional care under the state Plan.**
- ☐ **A different instrument is used to determine the level of care for the waiver than for institutional care under the state plan.**

Describe how and why this instrument differs from the form used to evaluate institutional level of care and explain how the outcome of the determination is reliable, valid, and fully comparable.

f. Process for Level of Care Evaluation/Reevaluation: Per 42 CFR §441.303(c)(1), describe the process for evaluating waiver applicants for their need for the level of care under the waiver. If the reevaluation process differs from the evaluation process, describe the differences:

~~Children with ASD ages 18 months through 7, are referred for the Arkansas Autism Waiver by physicians, county health nurses, Developmental Disabilities Services case managers, staff of provider agencies, or parents/family members who have become aware of the program through promotional activities. These activities may include distribution of programmatic brochures, notifications distributed via listservs, postings on websites or blogs, notices in hard copy and electronic newsletters, newspaper notices, public service announcements and other efforts of service providers, advocacy and State Agency staff.~~

~~The determination of a child's eligibility for the Autism Waiver requires multiple components. First is the determination of medical eligibility, or that the child is within the specified age range (18 months to age five years) and has a qualifying diagnosis of ASD. Once enrolled in the program, the child may remain in the program until he/she reaches his/her 8th birthday or until the child has received 3 years of services, whichever comes first. A child must be admitted to the program on or before his/her 5th birthday in order to allow time for the maximum of three (3) years of treatment prior to aging out.~~

~~The second component is the determination of financial eligibility for participation in the Medicaid program.~~

~~The third component is the level of care (LOC) determination. This determination is based on significant delays in adaptive functioning in activities of daily living, socialization and communication; or moderate delays in adaptive functioning coupled with a clinically significant Maladaptive Behavior Index score.~~

~~The Autism Waiver initial phase of medical eligibility determination process starts with the parent/guardian submitting a completed Autism Waiver application packet to DDS's contracted vendor ("Vendor"). Vendor then is conducted an initial review of the application to determine if the applicant has the required through a "desk audit" with documentation of the qualifying autism spectrum disorder ("ASD") diagnosis and is within the eligible age range.~~

submitted by the parent/guardian. Once the documentation is received it is reviewed by DDS's contracted vendor for confirmation that the child meets the diagnostic and age requirements for participation. If an application requires additional information, Vendor will request in writing the additional information from the parent/guardian.

Once Vendor has confirmed the applicant has the required ASD diagnosis and meets the age eligibility requirements, Vendor will assign the applicant an Autism Waiver Coordinator. When there is an available Autism Waiver slot for the applicant, the assigned Autism Waiver Coordinator schedules an on-site meeting with the applicant and parent/guardian to conduct the initial level of care ("LOC") evaluation. If there is not an available Autism Waiver slot for the applicant, then the applicant would be placed on the waiting list and the Autism Waiver Coordinator would not schedule an on-site meeting until a slot becomes available. "On-site" refers to a home and community setting, which will usually be the applicant's home; however, other community locations identified by the parent/guardian (such as the park, grocery store, church, etc.) may be selected based on the skills and behaviors of the applicant. The on-site meeting must be held no more than thirty (30) days after the later of the date: (i) Vendor confirms the applicant has the required ASD diagnosis and meets the age eligibility requirements; or (ii) an Autism Waiver slot becomes available.

During the on-site visit, the Autism Waiver Coordinator will administer the adaptive functioning and behavior evaluations necessary to determine if the applicant/beneficiary requires an institutional level of care. Each LOC evaluation will at a minimum include the administration of Vineland Adaptive Behavior Scales ("Vineland") and Temperament Atypical Behavior Scale ("TABS") evaluation instruments. For purposes of an applicant's initial LOC determination, Vendor may use the results of an already administered evaluation instrument if it was completed within the prior six (6) months. Any already administered evaluations must have been administered by appropriately licensed professionals as required by the evaluation instruments utilized.

The LOC assessment is completed by DDS's contracted vendor through direct contact with the parent/guardian and the child. This direct contact may also include telephone conversations, for preliminary data collection on adaptive functioning; as well as an on-site visit, for completion of data collection, confirmation of parental/guardian selection of an Autism Waiver community service provider, execution of the choice, confirmation of parental agreement to participation requirements (Parent/Guardian Participation Agreement), and preliminary development of the applicant's Plan of Care ("POC"). This is submitted to the Office of Long Term Care (OLTC) for a final level of care determination.

The Autism Waiver Coordinator uses the LOC evaluation results to complete the Form DHS-703. The completed DHS-703 and any supporting documentation is submitted to the Arkansas Department of Human Services, Division of Provider Support and Quality Assurance, Office of Long-Term Care ("OLTC"). OLTC reviews the DHS-703 and supporting documentation to determine if the applicant/beneficiary meets ICF/IID institutional level of care criteria for Autism Waiver eligibility purposes.

If OLTC determines the applicant/beneficiary meets ICF/IID institutional level of care criteria, then OLTC issues a Form "DHS-704 Decision for Nursing Home/Waiver Placement" that officially establishes the applicant/beneficiary meets the institutional level of care criteria necessary for Autism Waiver eligibility. The DHS-704 must be issued within ten (10) days of the date of the beneficiary's on-site visit.

Once Vendor has received the DHS-704, the Autism Waiver Coordinator submits the DHS-704 and all other applicable financial information the Arkansas Department of Human Services, Division of County Operations ("DCO"). DCO then determines whether the applicant/beneficiary meets the Autism Waiver financial eligibility requirements conducted by eligibility specialists in the DHS County Offices and may occur simultaneously with the LOC determination. If DCO determines the applicant/beneficiary is financially eligible for the Autism Waiver, then a Form DHS-3330 is delivered to Vendor. Once the Vendor receives the DHS-3330 from DCO, the applicant/beneficiary has successfully met all Autism Waiver eligibility criteria.

The DHS-704 that establishes the applicant/beneficiary meets ICF/IID institutional level of care criteria is effective for twelve (12) months. The DHS-3330 that establishes the applicant/beneficiary meets financial eligibility criteria is also effective for twelve (12) months. As a result, an applicant/beneficiary must go through the entire LOC evaluation and financial eligibility process every twelve (12) months to demonstrate continued eligibility for enrollment in the Autism Waiver. The annual LOC reevaluation process is conducted in the exact same manner as the initial LOC evaluation process.

On-site refers to in-home and community settings. The location will primarily be the child's home; but other community locations, identified by the parent (such as the park, grocery store, church, etc.) may be selected based on the skills and behaviors of the child that need to be targeted.

The Evaluation of Medical Need Criteria (DHS form 703) is completed by DDS's contracted vendor. The Decision for Nursing Home Waiver Placement form (DHS form 704) is completed by the Division of Provider Support and Quality Assurance (DPSQA), Office of Long Term Care (OLTC). All steps will be completed prior to any child's approval for admission to the program or initiation of services.

g. Reevaluation Schedule. Per 42 CFR §441.303(c)(4), reevaluations of the level of care required by a participant are conducted no less frequently than annually according to the following schedule (*select one*):

- ☐ Every three months
- ☐ Every six months
- ☒ Every twelve months
- ☐ Other schedule

Specify the other schedule:

h. Qualifications of Individuals Who Perform Reevaluations. Specify the qualifications of individuals who perform reevaluations (*select one*):

- ☒ The qualifications of individuals who perform reevaluations are the same as individuals who perform initial evaluations.
- ☐ The qualifications are different.

Specify the qualifications:

i. Procedures to Ensure Timely Reevaluations. Per 42 CFR §441.303(c)(4), specify the procedures that the state employs to ensure timely reevaluations of level of care (*specify*):

The Form DHS-704 that establishes an applicant meets ICF/IID institutional level of care criteria is effective for twelve (12) months. The first day of each month, DDS's contracted vendor ("Vendor") runs an Autism Waiver Database report that pulls every beneficiary who has a DHS-704 expiring within the next ninety (90) days. The Autism Waiver Coordinator for each beneficiary on the report schedules an on-site visit to conduct the beneficiary's level of care ("LOC") reevaluation. Once the Autism Waiver Coordinator has conducted the LOC reevaluation, the Autism Waiver Coordinator will use the reevaluation results to complete the DHS-703 Form. The Autism Waiver Coordinator submits the completed DHS-703 and any supporting documentation to the Arkansas Department of Human Services, Division of Provider Support and Quality Assurance, Office of Long-Term Care ("OLTC"). A tickler file is created for level of care (LOC) reassessments. Ninety days prior to the expiration of the LOC, the process for reevaluation is triggered and is then completed by DDS's contracted vendor and forwarded to OLTC.

OLTC reviews the DHS-703 and any supporting documentation to determine if the beneficiary continues to meet ICF/IID institutional level of care criteria for Autism Waiver eligibility purposes. If OLTC determines the beneficiary continues to meet ICF/IID institutional level of care criteria, then OLTC issues the Form "DHS-704 Decision for Nursing Home/Waiver Placement" that officially establishes the beneficiary continues to meet the institutional level of care criteria necessary for Autism Waiver eligibility for another twelve (12) months from the date of the new DHS-704. The new DHS-704 must be issued within ten (10) days of the date of the beneficiary's on-site visit.

j. Maintenance of Evaluation/Reevaluation Records. Per 42 CFR §441.303(c)(3), the state assures that written and/or electronically retrievable documentation of all evaluations and reevaluations are maintained for a minimum period of 3 years as required in 45 CFR §92.42. Specify the location(s) where records of evaluations and reevaluations of level of care are maintained:

An Autism Waiver participant's/beneficiary's service record, which includes the initial level of care evaluation and all level of care reevaluation documentation, will be maintained by DDS's contracted vendor ("Vendor") for the duration of the participant's participation in the Autism Waiver program, plus an additional at least five (5)-years after the date the beneficiary exits the Autism Waiver. Vendor also maintains paper files of each applicant's initial level of care evaluation and each beneficiary's level of care reevaluations period.

Quality Improvement: Level of Care

As a distinct component of the States quality improvement strategy, provide information in the following fields to detail the States methods for discovery and remediation.

a. Methods for Discovery: Level of Care Assurance/Sub-assurances

The state demonstrates that it implements the processes and instrument(s) specified in its approved waiver for evaluating/reevaluating an applicant's/waiver participant's level of care consistent with level of care provided in a hospital, NF or ICF/IID.

i. Sub-Assurances:

- a. Sub-assurance: An evaluation for LOC is provided to all applicants for whom there is reasonable indication that services may be needed in the future.

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of applicants for whom there was a reasonable indication that services may be needed in the future who ~~had received~~ an initial level of care ("LOC") ~~evaluation/determination indicating the need for ICF/IID LOC prior to receipt of services.~~ Numerator: number of applicants for whom there was a reasonable indication that services may be needed in the future who received an initial LOC evaluation/determinations prior to services; Denominator: ~~Total~~ Number of applicants files reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Case Record Review Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ 100% Review
☒ Operating Agency	☐ Monthly	☒ Less than 100% Review
☐ Sub-State Entity	☒ Quarterly	☐ Representative Sample Confidence Interval =
☒ Other Specify: <u>DDS's contracted vendor</u>	☐ Annually	☐ Stratified Describe Group:

	☒ ☐ Continuously and Ongoing	☒ Other Specify: <u>A sample size of applicants assigned an Autism Waiver slot at least thirty (30) days but less than one (1) year from the end of the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Source (Select one):**Record reviews, on-site**

If 'Other' is selected, specify:

Responsible Party for data-collection/generation (check each that applies):	Frequency of data-collection/generation (check each that applies):	Sampling Approach (check each that applies):
☒ State Medicaid Agency	☐ Weekly	☒ 100% Review
☒ Operating Agency	☐ Monthly	☐ Less than 100% Review
☐ Sub-State Entity	☒ Quarterly	☐ Representative Sample Confidence Interval =
Other Specify:	☐ Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: <u>DDS's contracted vendor</u>	☐ Annually
	☐ Continuously and Ongoing

	☐ Other Specify:
--	--

- b. Sub-assurance: The levels of care of enrolled participants are reevaluated at least annually or as specified in the approved waiver.

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure: Number and percent of level of care (“LOC”) reevaluations that were completed at least annually. Numerator: Number of LOC reevaluations completed at least annually; Denominator: Number of beneficiary service records reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Autism Waiver Database

<u>Responsible Party for data collection/generation</u> (check each that applies)	<u>Frequency of data collection/generation:</u> (check each that applies)	<u>Sampling Approach</u> (check each that applies)
☐ State Medicaid Agency	☐ Weekly	☐ 100% Review
☒ Operating Agency	☐ Monthly	☒ Less than 100% Review
☐ Sub-State Entity	☒ Quarterly	☐ Representative Sample; Confidence Interval =
☐ Other Specify:	☐ Annually	
	☐ Continuously and Ongoing	☐ Stratified: Describe Group:
	☐ Other Specify:	
		☒ Other Specify:
		<u>A sample size of beneficiaries who had been enrolled in Autism Waiver for at least a year as of the end of the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>

Data Aggregation and Analysis

<u>Responsible Party for data aggregation and analysis</u> (check each that applies)	<u>Frequency of data aggregation and analysis:</u> (check each that applies)
☒ State Medicaid Agency	☐ Weekly
☐ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☐ Other Specify:	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

- c. *Sub-assurance: The processes and instruments described in the approved waiver are applied appropriately and according to the approved description to determine participant level of care.*

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percentage of ~~participants'~~ level of care ("LOC") ~~determinations made- evaluations completed using the instruments required within the waiver where the LOC criteria was accurately applied.~~ Numerator: Number of ~~participants'~~ LOCs ~~evaluations completed using the instruments required within the waiver with correct criteria.~~ Denominator: Number of ~~beneficiary service records reviewed~~ participants.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Monthly Level of Care Report~~ Autism Waiver Database

<u>Responsible Party for data collection/generation</u> (check each that applies):	<u>Frequency of data collection/generation</u> (check each that applies):	<u>Sampling Approach</u> (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ☐ 100% Review
☒ ☐ Operating Agency	☒ ☐ Monthly	☒ ☐ Less than 100% Review
☐ Sub-State Entity	☐ Quarterly	☐ Representative Sample Confidence Interval =

☒ ☐ Other Specify: DDS's contracted vendor	☐ Annually	☐ Stratified Describe Group:
	☐ Continuously and Ongoing	☒ ☐ Other Specify: <u>A sample size of clients who had level of care evaluations completed during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ ☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☐ ☒ Other Specify: DDS's contracted vendor	☐ Annually
	Continuously and Ongoing
	Other Specify:

Performance Measure:

~~Number and percent of participants' initial and annual re-evaluation level of care (LOC) determination forms that were completed as required by the state.~~

~~Numerator: Number of participants with LOC forms completed correctly;~~

~~Denominator: Number of records reviewed.~~

Data Source (Select one):

~~Other~~

~~If 'Other' is selected, specify:~~

~~Case Record Review~~

Responsible Party for data-collection/generation- (check each that applies):	Frequency of data-collection/generation- (check each that applies):	Sampling Approach (check each that applies):
State Medicaid-Agency	Weekly	100% Review
Operating Agency	Monthly	Less than 100%-Review
Sub-State Entity	Quarterly	Representative-Sample Confidence-Interval=
Other Specify: DDS's contracted-vendor	Annually	Stratified Describe Group:
	Continuously and	Other
	Ongoing	Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data-aggregation and analysis (check each that applies):	Frequency of data-aggregation and analysis (check each that applies):
☐	☐
☒ State Medicaid Agency	☒ Weekly
☐ Operating Agency	☒ Monthly
☒ Sub-State Entity	Quarterly
Other Specify: DDS's contracted vendor	☐ Annually
	Continuously and Ongoing
	Other Specify:

Performance Measure:

Number and percent of initial level of care ("LOC") evaluations completed within the timeframe required in the waiver. Numerator: Number of initial LOC evaluations completed within the timeframe required in waiver; Denominator: Number of initial LOC evaluations reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Autism Waiver Database

<u>Responsible Party for data collection/generation</u> (check each that applies)	<u>Frequency of data collection/generation:</u> (check each that applies)	<u>Sampling Approach</u> (check each that applies)
☐ State Medicaid Agency	☐ Weekly	☐ 100% Review
☒ Operating Agency	☐ Monthly	☒ Less than 100% Review
☐ Sub-State Entity	☒ Quarterly	☐ Representative Sample; Confidence Interval =
☐ Other Specify:	☐ Annually	
	☐ Continuously and Ongoing	☐ Stratified: Describe Group:
	☐ Other Specify:	
		☒ Other Specify:
		A sample size of applicants receiving on-site visits at least ten (10) days but less than one (1) year before the end of the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.

Data Aggregation and Analysis

<u>Responsible Party for data aggregation and analysis</u> (check each that applies)	<u>Frequency of data aggregation and analysis:</u> (check each that applies)
☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☐ Other Specify:	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

Performance Measure:

Number and percentage of participants' level of care ("LOC") evaluations administered/determinations made by a qualified evaluator. Numerator: Number of LOC evaluations administered participants with LOC made by a qualified evaluator; Denominator: Number of beneficiary service records reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Case Record Review/Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ☐ 100% Review
☒ ☐ Operating Agency	☐ Monthly	☒ ☐ Less than 100% Review
☐ Sub-State Entity	☒ ☐ Quarterly	☐ Representative Sample Confidence Interval =
☒ ☐ Other Specify: <u>DDS's contracted vendor</u>	☐ Annually	☐ Stratified Describe Group:
	☐ Continuously and Ongoing	☒ ☐ Other Specify: <u>A sample size of beneficiaries who had level of care evaluations completed during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ ☒ Monthly

☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: ~~DDS's contracted vendor~~	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

- ii. If applicable, in the textbox below provide any necessary additional information on the strategies employed by the State to discover/identify problems/issues within the waiver program, including frequency and parties responsible.

~~The state currently implements a system of monitoring that assures timeliness, accuracy, appropriateness and quality. Data is collected from individual participant assessments, aggregated to produce summation reports, and compared with periodic, randomly sampled chart reviews and sampled field audit reviews.~~

~~Participant records undergo chart reviews performed by DDS's contracted vendor. Monthly activity reports track assessment activity and quality of information reporting from monthly chart reviews produced by clinical staff, submitted to DDS's contracted vendor for analysis of timeliness and accuracy. Individual assessments are also used as the base data for a 45-Day Report, which tracks all Autism Waiver applications and flags any due for assessment at or within 45 days. In addition, DDS's contracted vendor maintains a daily log of assessments and reassessments sent to the DMS Office of Long Term Care (OLTC) for medical determination. Data from all assessment and review activity is aggregated to produce an annual Chart Review Summary, Level of Care Monthly Report and Annual Accuracy Report. Periodic chart reviews on randomly sampled cases are performed throughout the year, as well as field audits of records sampling. Results are submitted to DDS.~~

~~Level of Care is provided to all applicants for whom there is a reasonable indication that services may be needed in the future. DDS's contracted vendor involves medical personnel in the process and determination by performing record reviews of individual participants and synthesizing data from monthly reports. Chart audits are performed regularly and results are aggregated for the Chart Review Summary Report.~~

~~Enrolled participants are re-evaluated at least annually. DDS's contracted vendor utilizes a system which generates notices of cases due for re-evaluation. DDS's contracted vendor records the number of re-assessments due on the Monthly Activity Report. The same chart review process described above is utilized for the re-evaluation process. Cases are identified for re-evaluation through a manual tickler system and through electronically generated reports.~~

~~The assessment process and instruments described in the Autism Waiver are applied appropriately and according to the approved description to determine participant level of care. Chart reviews include an audit of the assessment and reassessment functions and their alignment with waiver guidelines and timeframes. Findings are aggregated and included in the annual Chart Review Summary.~~

~~The Annual Report is a compilation of the results of the random chart selection by DDS staff in which all aspects of the Autism Waiver policy are reviewed. Some measures have multiple factors that are reviewed to determine if the area is in compliance. These measures are directly related to the CMS waiver assurance areas, including level of care determinations.~~

Vendor Problem Discovery and Identification Strategies

DDS's contracted vendor ("Vendor") has established and actively maintains a secure electronic database ("Autism Waiver Database") for data management and communication with DMS, DDS, and certified Autism Waiver providers. The Autism Waiver Database acts as a repository for Autism Waiver beneficiary service records, and Vendor is responsible for uploading the results of an applicant/beneficiary's initial level of care ("LOC") evaluation and each annual reevaluation into the beneficiary's service record in the Autism Waiver Database.

Vendor has developed a data report for each performance measure in this Appendix B ("Performance Measure") for which the Autism Waiver Database is the data source. Vendor runs each data report monthly on all active beneficiary service records to discover and identify potential issues with the timeliness, accuracy, appropriateness, and quality of LOC initial evaluations and reevaluations, and provide a monthly one hundred percent (100%) review of Vendor's compliance with Autism Waiver LOC evaluation requirements. The results

of each monthly Performance Measure data report are aggregated into the Vendor's Autism Waiver Report, which is submitted to DDS each quarter.

Operating Agency Problem Discovery and Identification Strategies

DDS staff are provided read only access to the Autism Waiver Database for the purpose of conducting random sample retrospective reviews of active Autism Waiver beneficiary service records on a quarterly basis ("DDS Reviews"). DDS Reviews ensure operational compliance with waiver requirements related to LOC initial evaluations and reevaluations, verify the results of the Autism Waiver Report submitted by Vendor, and measure Vendor's compliance with its contract performance standards and the assurances within the waiver application. DDS uses the Raosoft Calculation System to determine a sample size for retrospective reviews that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error. The results of DDS Reviews are compiled into the DDS Review Report that is shared with Vendor and DMS during quarterly meetings.

DDS meets with Vendor on at least a quarterly basis to discuss the results of the Autism Waiver Report, DDS Review report, and to address any issues involving the timeliness, accuracy, appropriateness, and quality of LOC initial evaluations and reevaluations.

Medicaid Agency Problem Discovery and Identification Strategies

DMS staff are provided read only access to the Autism Waiver Database for the purpose of conducting retrospective reviews to verify the results of the Autism Waiver Report, confirm Vendor's compliance with contract performance standards, and ensure DDS is complying with all obligations within both the waiver and the Interagency Memorandum of Understanding.

DMS holds a quarterly meeting with DDS to discuss the results of its retrospective review, the DDS Review Report, the most recent Autism Waiver Report, and address any operational or administrative issues related to the timeliness, accuracy, appropriateness, and quality of all LOC initial evaluations and reevaluations. Any necessary corrective action plans and adjustments to Autism Waiver systems operations that need to be implemented based off the results of those reports would also be discussed.

b. Methods for Remediation/Fixing Individual Problems

- i. Describe the States method for addressing individual problems as they are discovered. Include information regarding responsible parties and GENERAL methods for problem correction. In addition, provide information on the methods used by the state to document these items.

~~DDS and its contracted vendor hold quarterly team meetings to discuss and address individual problems associated with level of care (LOC) determinations and system improvement, as well as problem correction and resolution. DDS has a contract with its vendor to perform duties of the Autism Waiver. The agreement includes measures related to LOC determinations and redeterminations for the Autism Waiver.~~

~~The system currently in place for new applicants to enter the Autism Waiver program does not allow for services to be delivered prior to an initial LOC determination. Therefore, performance measures related to these processes must always result in 100% compliance and do not allow for the possibility of remediation.~~

~~LOC redeterminations are required annually using the DHS 703 and applying the ICF/IID LOC criteria. Remediation in these areas includes ongoing training by DDS's contracted vendor for its staff who perform the LOC assessments to ensure that the proper ICF/IID admission criteria is applied and that the initial and annual re-evaluations are completed within required time frames. If issues in connection with the timeliness, accuracy, appropriateness, or quality of level of care ("LOC") initial evaluations and reevaluations are discovered during review of DDS's contracted vendor's ("Vendor") performance, the DDS Review Report, or the Autism Waiver Report, then DMS, DDS, and Vendor will discuss the appropriate remediation on a case-by-case basis. Discussion will typically take place during regularly scheduled quarterly meetings, unless a more immediate meeting is required.~~

~~The type of remediation implemented depends on the issue and surrounding circumstances and may include without limitation one or more of the following: corrective action plan, training, recoupment, system design changes, the parent/guardian selecting a new Autism Waiver community service provider, and the involuntary removal of a beneficiary from the Autism Waiver.~~

~~How each remediation effort is implemented and monitored and the party directly responsible is determined prior to implementation. The party directly responsible for implementing and monitoring the progress of a remediation~~

effort depends on the type of remediation effort implemented. Vendor will typically be responsible for implementing and monitoring corrective action plans, trainings, and removals involving beneficiaries and their parent/guardian. DMS or DDS will typically be responsible for implementing and monitoring remediation efforts involving recoupments and system design changes, or if the issue involves Vendor's responsibilities related to the timeliness, accuracy, appropriateness, or quality of LOC initial evaluations and reevaluations.

Investigations, findings, and other documentation related to Vendor's monitoring of remediation efforts will be maintained in the Autism Waiver Database.- Recoupments will be monitored by DMS through the Medicaid Management Information system. System design changes will be documented through updates to existing or implementation of new Autism Waiver policies and procedures and amendments to the Autism Waiver. Finally, documentation related to remediations in connection with Vendor's performance under its contract will be maintained in the contract file.

ii. Remediation Data Aggregation

Remediation-related Data Aggregation and Analysis (including trend identification)

Responsible Party (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: DDS's contracted vendor	☐ Annually
	☐ Continuously and Ongoing
	Other Specify:

c. Timelines

When the State does not have all elements of the Quality Improvement Strategy in place, provide timelines to design methods for discovery and remediation related to the assurance of Level of Care that are currently non-operational.

☒ No

☐ Yes

Please provide a detailed strategy for assuring Level of Care, the specific timeline for implementing identified strategies, and the parties responsible for its operation.

Appendix B: Participant Access and Eligibility

B-7: Freedom of Choice

Freedom of Choice. As provided in 42 CFR §441.302(d), when an individual is determined to be likely to require a level of care for this waiver, the individual or his or her legal representative is:

- i. informed of any feasible alternatives under the waiver; and
- ii. given the choice of either institutional or home and community-based services.

- a. Procedures.** Specify the state's procedures for informing eligible individuals (or their legal representatives) of the feasible alternatives available under the waiver and allowing these individuals to choose either institutional or waiver services. Identify the form(s) that are employed to document freedom of choice. The form or forms are available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

The Autism Waiver Coordinator will offer each beneficiary's parent/guardian with the choice between institutional care ~~or~~ and Autism Waiver services ~~will be offered to each participant's parent/legal guardian by the Autism Waiver Coordinator employed by DDS's contracted vendor, during a face-to-face~~ the on-site visit to conduct the initial level of care evaluation (or annual reevaluation). The ~~Freedom-of-Choice~~ of Care ~~F~~form will document the decision of the parent/guardian. The choice will remain in effect until such time as the parent/guardian changes ~~his/her~~ their mind and notifies the Autism Waiver Coordinator.

- b. Maintenance of Forms.** Per 45 CFR §92.42, written copies or electronically retrievable facsimiles of Freedom of Choice forms are maintained for a minimum of three years. Specify the locations where copies of these forms are maintained.

A copy of The completed ~~Freedom-of-Choice~~ of Care form is kept in the ~~participant's~~ beneficiary's service record in the Autism Waiver Database maintained by DDS's contracted vendor.

Appendix B: Participant Access and Eligibility

B-8: Access to Services by Limited English Proficiency Persons

Access to Services by Limited English Proficient Persons. Specify the methods that the state uses to provide meaningful access to the waiver by Limited English Proficient persons in accordance with the Department of Health and Human Services "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (68 FR 47311 - August 8, 2003):

All Arkansas Department of Human Services ("DHS") forms are available in English and Spanish. The forms ~~can be~~ are translated into other languages when ~~necessary~~ the need arises. DHS maintains an ongoing contract ~~with Communications Plus and Interpreter Services~~ for translation services.

Appendix C: Participant Services

C-1: Summary of Services Covered (1 of 2)

a. **Waiver Services Summary.** List the services that are furnished under the waiver in the following table. If case management is not a service under the waiver, complete items C-1-b and C-1-c:

Service Type	Service		
Other Service	Consultative Clinical and Therapeutic Services		
Other Service	Individual Assessment ¹ , Treatment Development ¹ , and Monitoring		
Other Service	Lead Therapy Intervention		
Other Service	Line Therapy Intervention		
Other Service	Therapeutic Aides and Behavioral Reinforcers		

Appendix C: Participant Services

C-1/C-3: Service Specification

State laws, regulations and policies referenced in the specification are readily available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

Service Type:

Other Service

As provided in 42 CFR §440.180(b)(9), the State requests the authority to provide the following additional service not specified in statute.

Service Title:

Consultative Clinical and Therapeutic Services

HCBS Taxonomy:

Category 1:

Sub-Category 1:

Category 2:

Sub-Category 2:

Category 3:

Sub-Category 3:

Category 4:

Sub-Category 4:

Complete this part for a renewal application or a new waiver that replaces an existing waiver. Select one :

Service is included in approved waiver. There is no change in service specifications.

Service is included in approved waiver. The service specifications have been modified.

Service is not included in the approved waiver.

Service Definition (Scope):

Consultative Clinical and Therapeutic ~~S~~services provide high level, independent clinical oversight of the Autism Waiver by conducting quality reviews assessing each beneficiary's progress toward service plan goals and objectives and the efficacy of the intensive intervention services under the current service plan, and providing as needed technical assistance to the parents/guardians, Interventionist, and the Lead and Line Therapists of the selected community service provider paid support staff involved in the delivery of intensive intervention services with carrying out the Individual Treatment Plan (ITP) as necessary to improve the child's independence and inclusion in their family and community. "Intensive Intervention service" refers to the individualized treatment strategies selected for a Waiver Participant following his or her individual assessment. The strategies must be selected from what are considered evidence-based interventions, as outlined in the National Autism Center's National Standards Project, 2nd Edition. Established interventions include: behavioral interventions, cognitive behavioral intervention package, comprehensive behavioral treatment for young children, language training, modeling, naturalistic teaching strategies, parent training package, peer training package, pivotal response treatment, schedules, scripting, self management, social skills package, and story-based interventions. In addition to these listed interventions, DDS will utilize new interventions that are found to be effective and incorporated into future revisions of the report. Each selected intervention must be documented on the participant's ITP.

~~This~~Consultative Clinical and Therapeutic services ~~is carried out~~ must be performed by Clinical Services Specialists ("CSS"). An individual must hold a Board Certified Behavioral Analyst certificate to qualify as a CSS. The CSS provides technical assistance to carry out the ITP and reviews the child's progress toward the established treatment goals and objectives to determine efficacy of the treatment strategies being utilized.

~~If~~When a quality review of a beneficiary's service record ~~treatment data on a specific child~~ does not show the expected progress ~~or does not seem to be consistent with the skill level/behaviors of the child, as observed by the Clinical Services Specialist,~~ the Clinical Services Specialist will either provide additional technical assistance to the parents/guardian, Interventionist, and Lead and Line Therapists staff implementing the intensive intervention services or schedule a conference to determine if the ITP service plan needs to be modified.

Consultative Clinical and Therapeutic services may be conducted through the use of telemedicine technology, unless the needs of the beneficiary, parent/guardian, Interventionist, Lead Therapist, or Line Therapist dictate that the services should be performed in-person, or when the beneficiary is not progressing as expected. Telemedicine services must be the equivalent of face-to-face service delivery and delivered through real-time interaction between the practitioner and beneficiary or other person via a telecommunication link. Since the Clinical Services Specialists are independent of the provider agency hiring the consultant and other staff, this service provides a safeguard for the child regarding the intervention. This service will be delivered in the child's home or community location, based on the ITP, or via the use of distance technology, as appropriate.

Specify applicable (if any) limits on the amount, frequency, or duration of this service:

Consultative Clinical and Therapeutic Services are ~~limited to~~ thirty-six (36) hours (144 units) per year.

~~The services proposed in this waiver are not provided under the IDEA Parts B or C. These services are provided through an intensive, one-on-one model in the child's home by highly qualified interventionists. Additionally, these treatment interventions do not address educational goals and objectives.~~

Service Delivery Method (check each that applies):

- ☐ Participant-directed as specified in Appendix E
- ☒ Provider managed

Specify whether the service may be provided by (check each that applies):

- ☐ Legally Responsible Person
- ☐ Relative
- ☐ Legal Guardian

Provider Specifications:

Provider Category	Provider Type Title
Agency	Institution of Higher Education (4-year)

Appendix C: Participant Services

C-1/C-3: Provider Specifications for Service

Service Type: Other Service

Service Name: Consultative Clinical and Therapeutic Services

Provider Category:

Agency

Provider Type:

Institution of Higher Education (4-year)

Provider Qualifications

License (specify):

Certificate (specify):

Other Standard (specify):

~~An A Consultative Clinical and Therapeutic service provider must be an~~ Institution of Higher Education ~~(4-year program)~~ with the capacity to conduct research specific to ~~A~~autism ~~S~~spectrum ~~D~~disorders (“ASD”).

The ~~Provider~~Institution ~~of Higher Education~~ must be:

1. ~~Be~~ staffed by professionals who are Board-Certified Behavioral Analysts or who have a Masters degree in psychology, special education, speech-language pathology or a related field and 3 years of experience in providing interventions to young children with ASD (who will serve as the Clinical Services Specialists (“CSS”);

1)

2. ~~h~~Have a central/home office located within the ~~s~~State ~~of Arkansas~~ ;and

3. ~~h~~Have the capacity to provide Consultative Clinical and Therapeutic services ~~into~~ all areas ~~of~~within the Sstate of Arkansas;

2)

~~have a graduate level curriculum developed and a minimum of 3 years' of experience in providing training toward a graduate certificate in ASD, recognized by the Arkansas Department of Higher Education. Each CSS employed or contracted by a Consultative Clinical and Therapeutic service provider to perform Consultative Clinical and Therapeutic services must hold a Board Certified Behavioral Analyst (or more advanced) certificate.~~

~~This~~A Consultative Clinical and Therapeutic service provider and each CSS performing such services must be independent of the community service provider selected by the parent/guardian to perform the intensive intervention services ~~provider (community-based organization) in order to provide checks and balances in situations where progress is not being achieved, where a significant maladaptive behavior exists, or where significant risk factors are noted.~~ Additionally, each Consultative Clinical and Therapeutic service ~~The~~ ~~P~~provider must be an enrolled with Medicaid to provide ~~Consultative Clinical and Therapeutic Services.~~

Verification of Provider Qualifications**Entity Responsible for Verification:**

DDS's contracted vendor certifies all Consultative Clinical and Therapeutic service providers and monitors each through the Autism Waiver Database to ensure that all Clinical Services Specialists performing Consultative Clinical and Therapeutic services on behalf of a provider hold a Board Certified Behavioral Analyst (or more advanced) certificate.

Frequency of Verification:

Annually

Appendix C: Participant Services**C-1/C-3: Service Specification**

State laws, regulations and policies referenced in the specification are readily available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

Service Type:

Other Service

As provided in 42 CFR §440.180(b)(9), the State requests the authority to provide the following additional service not specified in statute.

Service Title:

Individual Assessment, Treatment Development, and Monitoring

HCBS Taxonomy:**Category 1:****Sub-Category 1:****Category 2:****Sub-Category 2:****Category 3:****Sub-Category 3:****Category 4:****Sub-Category 4:**

Complete this part for a renewal application or a new waiver that replaces an existing waiver. Select one :

- ☒ Service is included in approved waiver. There is no change in service specifications.
- ☐ Service is included in approved waiver. The service specifications have been modified.
- ☐ Service is not included in the approved waiver.

Service Definition (Scope):

A Consultant hired by the ASD Intensive Intervention community provider performs this service, which Individual Assessment, Treatment Development, and Monitoring services includes the following components:

- (1) Administering the evaluation instruments and conducting the clinical observations necessary to create Assess each child to determine a comprehensive clinical profile, documenting of the beneficiary's skills deficits across multiple domains, including without limitation language/communication, cognition, socialization, self-care and behavior. The evaluation instruments used will be individualized to the child's/beneficiary's presenting symptoms, as determined by the Consultant but at a minimum must include at a minimum the Verbal Behavior Milestones Assessment and Placement Program (VB-MAPP) or the administration of the Assessment of Basic Language and Learning Skills-Revised ("ABLLS-R") at least every 4 months. Other instruments and clinical judgment of the Consultant may also be utilized so long as they render a detailed profile of the child's skills and deficits across multiple domains.
- (2) Use this detailed clinical profile provides to dDeveloping the Individualized Treatment Plan ("ITP") that guides the day- to-day delivery of evidence-based intensive interventions services and. The ITP must at a minimum include: the daily data collection. The Consultant must develop the ITP based on the assessment utilizing exclusively evidence-based practices and
 - The intensive intervention service(s) delivery schedule,;
 - The short- and long-term goals and objectives,; and
 - The data collection that will be implemented to assess beneficiary progress towards those short- and long- term goals and objectives.
- (3) Trainings and educating the parent/guardian, Lead Therapist, and Line Therapists on how to
 - Implement and perform the intensive intervention service(s) included in the beneficiary's service plan;
 - and cCollect detailed the required data; and regarding the child's progress.

(2) • Record the service session notes necessary to assess the beneficiary's progress towards goals and objectives.

Use data collected to determine the clinical progress of the child and the need for adjustments to the ITP.
- (4) Performing monthly monitoring of intensive intervention service implementation and delivery by the parent/guardian, Lead Therapist, and Line Therapist.
- (5) Completing beneficiary clinical progress assessments and adjusting the comprehensive clinical profile and ITP as required. Clinical progress assessments must be completed for each beneficiary at least every four (4) months and must always include the administration of an ABLLS-R and an in-depth review of the data and session notes entered by the Lead Therapist and Line Therapist.

All Individual Assessment, Treatment Development, and Monitoring services must be performed by a qualified Interventionist. Each Interventionist must meet the following:

- (1) Have a minimum of two (2) years' experience performing one or more of the following for children with autism spectrum disorder:
 - i. Developing individual treatment plans;
 - ii. Providing intensive intervention services; or
 - iii. Overseeing an intensive intervention program; and
- (2) Hold either:
 - i. A certificate as a Board Certified Behavior Analyst (BCBA) from the Behavior Analyst Certification Board; or
 - ii. A Master's (or more advanced) degree in psychology, speech-language pathology, occupational therapy, special education, or related field.

When appropriate, Individual Assessment, Treatment Development, and Monitoring services may be conducted via telehealth; however, the first contact and initial evaluation between an Interventionist and a beneficiary and parent/guardian must be in-person in a natural environment setting.

(3) _____

Data collected varies based on the child's individual need, his/her presenting clinical profile, and the ITP developed to meet his or her needs. The data collected on every goal is targeted to measure the success of the intervention and the participant's progress toward the ITP goals. While data does vary, there is consistent use of the Assessment of Basic Language and Learning Skills Revised (ABLLS-R) with all children served by the Autism Waiver. The ABLLS-R tracks skills development in 25 domains, including receptive language, vocal imitation, requests, labeling, spontaneous vocalization, social interaction, dressing, eating, grooming, toileting, gross and fine motor skills. This data is collected at least once every four (4) months and is used to track progress of the child in the intervention.

Additional data is collected when clinical conditions warrant such, as with the presence of maladaptive behavior. For example, if a child demonstrates head-banging behavior, data collection, as part of the Behavior Intervention Plan,

would likely focus on the frequency of head-banging, as well as Antecedents and Consequences related to the head-banging. By analyzing this data and determining the function served by the target behavior, the treatment team can determine what replacement skills should be taught in the child's intervention to successfully eliminate his or her need for the self-injurious behavior.

This service also includes the oversight of implementation of evidence-based intervention strategies by the Lead therapist, the Line therapist and the family; ongoing education of family members and key staff regarding treatment; monthly on-site (in-home and community settings) monitoring of treatment effectiveness and implementation fidelity; modification of the ITP, as necessary; and modification of assessment information, as necessary. Monitoring under this service is for the purpose of modifying the ITP and is conducted monthly by the Consultant.

On-site refers to in-home and community settings. The location will be primarily the child's home but other community locations, identified by the parent, such as the park, grocery store, church, etc. might be included. Specific locations will be selected based on the skills and behaviors of the child that need to be targeted.

Specify applicable (if any) limits on the amount, frequency, or duration of this service:

Individual Assessment, Treatment Development, and Monitoring services are limited to ninety (90) hours (360 units) per year.

The services proposed in this waiver are not provided under the IDEA Parts B or C. These services are provided through an intensive, one-on-one model in the child's home by highly qualified interventionists. Additionally, these treatment interventions do not address educational goals and objectives.

Service Delivery Method (check each that applies):

- ☐ Participant-directed as specified in Appendix E
- ☒ Provider managed

Specify whether the service may be provided by (check each that applies):

- ☐ Legally Responsible Person
- ☐ Relative
- ☐ Legal Guardian

Provider Specifications:

Provider Category	Provider Type Title
Agency	Intensive Intervention Provider (Community-based organization)

Appendix C: Participant Services

C-1/C-3: Provider Specifications for Service

Service Type: Other Service

Service Name: Individual Assessment/ Treatment Development/ Monitoring

Provider Category:

Agency

Provider Type:

Intensive Intervention Provider (~~Community based organization~~)

Provider Qualifications

License (specify):

~~Licensed by the State of Arkansas to provide Early Intervention Day Treatment (EIDT) Services to children.~~

Certificate (specify):

~~Certified to provide Home and Community Based Services (HCBS) under the Community and Employment Supports (CES) Waiver.~~

Other Standard (specify):

~~Includes any organization formed as a collaborative organization made up of a group of licensed/certified providers, as described above. In the case of a collaborative, the individual experience of its members will be considered to qualify the organization to participate in the program.~~

~~Additionally: the personnel hired by these Each Interventionist employed or contracted by an Individual Assessment, Treatment Development, and Monitoring service providers to perform Individual Assessment, Treatment Development, and Monitoring services act as Consultants must meet one of the following to be considered qualified professionals/paraprofessionals:~~

- ~~1. Have a minimum of two (2) years' experience performing one or more of the following for children with autism spectrum disorder:~~
 - ~~i. Developing individual treatment plans;~~
 - ~~ii. Providing intensive intervention services; or~~
 - ~~ii. Overseeing an intensive intervention program; and~~
- ~~2. Hold either:~~
 - ~~i. aA certificate as afrom the Behavior Analyst Certification Board (BACB) as a BCBA (Board Certified Behavior Analyst from the Behavior Analyst Certification Board) or BCaBA (Board-Certified Assistant Behavior Analyst), plus have a minimum of 2 years' experience developing/providing intensive intervention or overseeing the intensive intervention program for children with ASD; or~~
 - ~~(1) ii. Hold aA minimum of a Master's (or more advanced) degree in Ppsychology, Sspeech-Llanguage Ppathology, Ooccupational Ttherapy, or Sspecial Eeducation or related field, plus have a minimum of 2 years' experience developing/providing/overseeing intensive interventions for children with ASD.~~

Verification of Provider Qualifications**Entity Responsible for Verification:**

DDS's contracted vendor will certify all Individual Assessment, Treatment Development, and Monitoring service providers, and monitors each through the Autism Waiver Database to ensure that all Interventionists performing services for a provider meet applicable experience, degree, and certification requirements. Certified provider agencies will be responsible for hiring qualified personnel to implement the programs. DDS's contracted vendor will monitor that personnel meet applicable standards and maintain a database of qualified personnel involved in the program for the purpose of referrals as new children are added to the program and for the purpose of monitoring supply and demand across the State.

Frequency of Verification:

Annually

Appendix C: Participant Services**C-1/C-3: Service Specification**

State laws, regulations and policies referenced in the specification are readily available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

Service Type:

Other Service

As provided in 42 CFR §440.180(b)(9), the State requests the authority to provide the following additional service not specified in statute.

Service Title:

Lead Therapy Intervention

HCBS Taxonomy:**Category 1:**

Sub-Category 1:

Category 2:

Sub-Category 2:

Category 3:

Sub-Category 3:

Category 4:

Sub-Category 4:

Complete this part for a renewal application or a new waiver that replaces an existing waiver. Select one :

- ☒ Service is included in approved waiver. There is no change in service specifications.
- ☐ Service is included in approved waiver. The service specifications have been modified.
- ☐ Service is not included in the approved waiver.

Service Definition (Scope):

Lead Therapy Intervention services includes the following components/activities:

1. Assurance that Providing intensive intervention services in accordance with the beneficiary's Individualized Treatment Plan (ITP) is implemented as designed;
1. Weekly or more frequent in-person monitoring of intensive intervention service(s) delivery by the Line Therapist the implementation and effectiveness of the ITP;
2. Reviewing all data collected and service session notes recorded by the Line Therapists and the parents/guardians;
3. Providing guidance Training, assisting, and supporting to the parent/guardian and Line Therapists;
5. Receiving parents/guardians feedback and responding to parent/guardian concerns or forwarding those concerns to the appropriate person or agency; and
6. Notifying the assigned Consultant Interventionist and Autism Waiver Coordinator when issues arise.

~~Monitoring under this service is conducted for the purpose of determining implementation fidelity. Any problems noted by the Lead Therapist will be reported to the Consultant Interventionist and Autism Waiver Coordinator who will make any necessary adjustments in amend the ITP service plan as necessary.~~

Each Lead Therapist performing Lead Therapy Intervention services must:

1. Hold a bachelor's (or more advanced) degree in education, special education, psychology, speech-language pathology, occupational therapy, or related field;
2. Have either:
 - i. Completed one hundred twenty (120) hours of autism training; or
 - ii. Received an Autism Certificate from the University of Arkansas; and
3. Have a minimum of two (2) years' experience providing intensive intervention services to children with autism spectrum disorder.

Lead Therapy Intervention services involving the beneficiary must:

1. Be conducted in a typical home or community setting for a similarly aged child without a disability or delay that the beneficiary and their family frequent, such as the beneficiary's home, neighborhood playground or park, church, or restaurant; and
2. Include the participation of a parent/guardian.

Specify applicable (if any) limits on the amount, frequency, or duration of this service:

Lead Therapy Intervention services are limited to six (6) hours (24 units) per week.

~~The services proposed in this waiver are not provided under the IDEA Parts B or C. These services are provided through an intensive, one-on-one model in the child's home by highly qualified interventionists. Additionally, these treatment interventions do not address educational goals and objectives.~~

Service Delivery Method (check each that applies):

- ☐ Participant-directed as specified in Appendix E
- ☒ Provider managed

Specify whether the service may be provided by (check each that applies):

- ☐ Legally Responsible Person
- ☐ Relative
- ☐

Provider Specifications:

Provider Category	Provider Type Title
Agency	Intensive Intervention Provider (Community-based organization)

Appendix C: Participant Services

C-1/C-3: Provider Specifications for Service

Service Type: Other Service

Service Name: Lead Therapy Intervention

Provider Category:

Agency

Provider Type:

Intensive Intervention Provider (~~Community-based organization~~)

Provider Qualifications

License (specify):

~~Licensed by the State of Arkansas to provide Early Intervention Day Treatment (EIDT) Services.~~

Certificate (specify):

~~Certified to provide Home and Community Based Services (HCBS) under the Community and Employment Supports (CES) Waiver.~~

~~Certified by DDS's contracted vendor to provide Autism Waiver Services.~~

Other Standard (specify):

~~Includes any organization formed as a collaborative organization made up of a group of licensed/certified providers as described above. In the case of a collaborative, the individual experience of its members will be considered to qualify the organization to participate in the program.~~

~~Additionally, the personnel hired by these providers as Each Lead Therapists must meet the following standards to performing Lead Therapy Intervention services must be considered qualified professionals/paraprofessionals:~~

- ~~1. (1) Hold a minimum of a bachelor's (or more advanced) degree in education, special education, psychology, speech-language pathology, occupational therapy, or related field;~~
- ~~2. (2) Have either:~~
 - ~~i. Completed one hundred twenty (120) hours of specified autism training; or~~
 - ~~ii. have completed the Received an Autism Certificate offered by from the University of Arkansas; and~~
- ~~3. (3) Have a minimum of two (2) years' experience providing intensive intervention programming for services to children with autism spectrum disorder ASD.~~

~~*Note: In a hardship situation, a A Lead Therapy Intervention service provider may be issued a provisional certification in a hardship situation to enable services to be delivered in a timely manner. A hardship~~

situation exists when a ~~beneficiary child is in~~ needs Lead Therapy Intervention of services and there is no

individual staff is not available with the credentials and who meet all training/ experience requirements to qualify as a Lead Therapist. Provisional certification of an individual or organization-particular staff person requires that the total number of training hours all credential and experience requirements be completed within the first year ~~of service~~.

Verification of Provider Qualifications Entity

Responsible for Verification:

DDS's contracted vendor certifies all Lead Therapist Intervention service providers and monitors each through the Autism Waiver Database to ensure that all Lead Therapists meet the applicable education, certification, training, and experience requirements.

~~Certified providers will be responsible for hiring qualified personnel to implement the programs. DDS's contracted vendor will monitor that personnel meet applicable standard and maintain a database of qualified personnel involved in the program for the purpose of referrals as new children are added to the program and for the purpose of monitoring supply and demand across the State.~~

Frequency of Verification:

Annually

Appendix C: Participant Services

C-1/C-3: Service Specification

State laws, regulations and policies referenced in the specification are readily available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

Service Type:

Other Service

As provided in 42 CFR §440.180(b)(9), the State requests the authority to provide the following additional service not specified in statute.

Service Title:

Line Therapy Intervention

HCBS Taxonomy:

Category 1:

Sub-Category 1:

Category 2:

Sub-Category 2:

Category 3:

Sub-Category 3:

Category 4:

Sub-Category 4:

Complete this part for a renewal application or a new waiver that replaces an existing waiver. Select one :

- ☒ Service is included in approved waiver. There is no change in service specifications.
- ☐ Service is included in approved waiver. The service specifications have been modified.
- ☐ Service is not included in the approved waiver.

Service Definition (Scope):

Line Therapy ~~Intervention services~~ include ~~evolves~~ the following ~~components~~ activities:

- ~~1. On-site (both in home and community settings) implementation of the~~ Providing intensive intervention service(s) in accordance ~~with~~ the Individualized Treatment Plan ("ITP");
- ~~1. Collecting data and~~ Recording ~~data~~ session notes in accordance ~~with~~ the ITP; and
- ~~2. Reporting progress~~ and concerns to the Lead Therapist or ~~Consultant, Interventionist~~, as needed.

Line ~~Therapy~~ ~~Intervention~~ services ~~and line therapists~~ are overseen at multiple levels ~~within the program~~. The ~~Lead Therapist has~~ primary ~~mechanism for~~ oversight ~~responsibility is the lead therapist, and who~~ is in the beneficiary's home ~~each on a~~ weekly or more frequent basis to observe the ~~performance of the~~ Line Therapist ~~during an intensive intervention service session and review the data~~. The ~~Interventionist~~ ~~Consultant~~ and Clinical Services Specialist also provide oversight for the Line Therapist. ~~Participating parent(s)/guardian(s) are also able to report any concerns regarding the Line Therapist to the Lead Therapist, the Consultant, the Clinical Services Specialists, or the Autism Waiver Coordinator employed by DDS's contracted vendor.~~

Each Line Therapist performing Line Therapy Intervention services must:

1. Be at least eighteen (18) years of age;
2. Hold at least a high school diploma or GED;
3. Have completed eighty (80) hours of autism spectrum disorder training; and
4. Have a minimum of two (2) years' experience working with children.

Line Therapy Intervention services involving the beneficiary must:

1. Be conducted in a typical home or community setting for a similarly aged child without a disability or delay that the beneficiary and their family frequent, such as the beneficiary's home, neighborhood playground or park, church, or restaurant; and
2. Include the participation of a parent/guardian.

Specify applicable (if any) limits on the amount, frequency, or duration of this service:

Line Therapy Intervention services are limited to twenty-five (25) hours (100 units) per week.

~~The services proposed in this waiver are not provided under the IDEA Parts B or C. These services are provided through an intensive, one-on-one model in the child's home by highly qualified interventionists. Additionally, these treatment interventions do not address educational goals and objectives.~~

Service Delivery Method (check each that applies):

- ☐ Participant-directed as specified in Appendix E
- ☒

Specify whether the service may be provided by (check each that applies):

- ☐ Legally Responsible Person
☐ Relative
☐ Legal Guardian

Provider Specifications:

Provider Category	Provider Type Title
Agency	Intensive Intervention Provider (Community-based organization)

Appendix C: Participant Services

C-1/C-3: Provider Specifications for Service

Service Type: Other Service

Service Name: Line Therapy Intervention

Provider Category:

Agency

Provider Type:

Intensive Intervention Provider (Community-based organization)

Provider Qualifications

License (specify):

Licensed by the State of Arkansas to provide Early Intervention Day Treatment (EIDT) Services.

Certificate (specify):

~~Certified to provide services to provide Home and Community-Based Services (HCBS) under the Community and Employment Supports (CES) Waiver program.~~

~~Certified by DDS's contracted vendor to provide Autism Waiver Services.~~

Other Standard (specify):

~~Includes any organization formed as a collaborative organization made up of a group of licensed/certified providers as described above. In the case of a collaborative, the individual experience of its members will be considered to qualify the organization to participate in the program.~~

~~Additionally, the personnel hired by these providers as Each Line Therapists performing Line Therapy Intervention services must meet the following standards to be considered qualified professionals/paraprofessionals:~~

- ~~1. Be at least eighteen (18) years of age;~~
- ~~2. Hold at least a high school diploma or GED;~~
- ~~(1)~~
- ~~3. Have completed eighty (80) hours of specified autism spectrum disorder training; and~~
- ~~(2)~~
- ~~(3)4. Have a minimum of two (2) years' experience working with children.~~

~~*Note: In a hardship situation, a A Line Therapist Intervention service provider may be issued provisional certification in a hardship situation may be issued to enable services to be delivered in a timely manner. A hardship situation exists when a beneficiary child is in needs of Line Therapy Intervention services and staff is not there is no individual available who meet all training with the credentials and experience to qualify as a Line Therapist requirements. Provisional certification of an individual or organization particular staff person requires all credential and experience requirements to that the total number of training hours be completed within the first year of service.~~

Verification of Provider Qualifications Entity Responsible for Verification:

~~DDS's contracted vendor will certify Autism Waiver providers.~~

~~Certifies all Line Therapy Intervention service providers and monitors each through the Autism Waiver Database to ensure that all Line Therapists agencies will be responsible for hiring qualified personnel to implement the programs. DDS's contracted vendor will monitor that personnel meets the applicable age, education, training, and experience requirements standards and maintain a database of qualified personnel involved in the program for the purpose of referrals as new children are added to the program and for the purpose of monitoring supply and demand across the state.~~

Frequency of Verification:

Annually

Appendix C: Participant Services

C-1/C-3: Service Specification

State laws, regulations and policies referenced in the specification are readily available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

Service Type:

Other Service

As provided in 42 CFR §440.180(b)(9), the State requests the authority to provide the following additional service not specified in statute.

Service Title:

Therapeutic Aides and Behavioral Reinforcers

HCBS Taxonomy:

Category 1:

Sub-Category 1:

Category 2:

Sub-Category 2:

Category 3:

Sub-Category 3:

Category 4:

Sub-Category 4:

Complete this part for a renewal application or a new waiver that replaces an existing waiver. Select one :

- ☒ Service is included in approved waiver. There is no change in service specifications.
- ☐ Service is included in approved waiver. The service specifications have been modified.
- ☐ Service is not included in the approved waiver.

Service Definition (Scope):

~~This service, provided by the AAP Provider's hired Consultant, includes the provision of necessary therapeutic aides and behavioral reinforcers are tools, aides, and or other behavioral reinforcers items provided to a beneficiary for use in their home when necessary to implement and carry out the beneficiary's service plan and substitute materials or devices are otherwise unavailable. If the Consultant determines that availability of such aides and reinforcers is insufficient for implementation of the Individual Treatment Plan (ITP), the Consultant will determine what therapeutic aides are needed and provide those therapeutic aides for use in improving the child's language, cognition, social and self-regulatory behavior.~~

~~Examples of items that might be provided as would qualify as therapeutic aides or behavioral reinforcers include, but are not without limitation to: picture cards, games selected for social interaction games, stickers, tokens, books, cause-effect toys, blocks or other building materials, crayons/markers, age-appropriate toys for pretend play, and behavioral reinforcers, etc. The Interventionist determines when Therapeutic Aides and Behavioral Reinforcers are utilized as part of the service plan.~~

Specify applicable (if any) limits on the amount, frequency, or duration of this service:

~~The total cost of therapeutic aides and behavioral reinforcers is limited to a maximum of one thousand dollars (\$1,000.00) per beneficiary participant, per lifetime, and may only be provided in situations where insufficient substitute materials or aides are unavailable as determined by the provider.~~

~~Items provided will remain with the child at the conclusion of the program so long as satisfactory participation. A beneficiary may keep their therapeutic aides and behavioral reinforcers after exiting the Autism Waiver if the Parent/Guardian Participation Agreement requirements are met. Satisfactory participation is not connected to the child's progress but rather compliance with attending the treatment sessions, assisting with the intervention, data collection, etc. If the beneficiary child does not complete the program as required, is forced to involuntarily exit the Autism Waiver, the any therapeutic aides and behavioral reinforcers will be retained by the community provider for use with another child beneficiary enrolled in the Autism Waiver program.~~

~~The services proposed in this Waiver are not provided under the IDEA Parts B or C. These services are provided through an intensive, one-on-one model in the child's home by highly qualified interventionists. Additionally, these treatment interventions do not address educational goals and objectives.~~

- ☐ Participant-directed as specified in Appendix E
☒ Provider managed

Specify whether the service may be provided by (check each that applies):

- ☐ Legally Responsible Person
☐ Relative
☐ Legal Guardian

Provider Specifications:

Provider Category	Provider Type Title
Agency	Community-based organizations

Appendix C: Participant Services

C-1/C-3: Provider Specifications for Service

Service Type: Other Service

Service Name: Therapeutic Aides and Behavioral Reinforcers

Provider Category:

Agency

Provider Type:

Community-based organizations

Provider Qualifications

License (specify):

~~Licensed by the State of Arkansas to provide Early Intervention Day Treatment (EIDT) services.~~

Certificate (specify):

~~Certified to provide home and community based services (HCBS) under the Community and Employment Support Waiver program.~~

~~Certified by DDS's contracted vendor to provide Autism Waiver Services.~~

Other Standard (specify):

~~Includes any organization formed as a collaborative organization made up of a group of licensed/certified providers as described above. In the case of a collaborative, the individual experience of its members will be considered to qualify the organization to participate in the program.~~

~~Additionally, the personnel hired as Consultants must meet one of the following standards to be considered qualified professionals/paraprofessionals:~~

~~(1) Hold a certificate from the Behavior Analyst Certification Board (BACB) as a BCBA (Board-Certified Behavior Analyst) or BCaBA (Board-Certified Assistant Behavior Analyst), plus have a minimum of 2 years' of experience developing/providing intensive intervention or overseeing the intensive intervention program for children with autism; or~~

~~(2) Hold a minimum of a Master's degree in Psychology, Speech Language Pathology, Occupational Therapy, Special Education or related field, plus have a minimum of 2 years' experience providing intensive intervention or overseeing the intensive intervention program for children with ASD.~~

Verification of Provider Qualifications

Entity Responsible for Verification:

~~DDS's contracted vendor will certify all Therapeutic Aide and Behavioral Reinforcer providers and monitors each through the Autism Waiver Database to ensure that the required certification is maintained.~~

~~Certified provider agencies will be responsible for hiring qualified personnel to implement the programs. DDS's contracted vendor will monitor that personnel meet applicable standard and maintain a database of qualified personnel involved in the program for the purpose of referrals as new children are added to the program and for the purpose of monitoring supply and demand across the state.~~

Frequency of Verification:

Annually

Appendix C: Participant Services

C-1: Summary of Services Covered (2 of 2)

b. Provision of Case Management Services to Waiver Participants. Indicate how case management is furnished to waiver participants (*select one*):

☒ **Not applicable** - Case management is not furnished as a distinct activity to waiver participants.

☐ **Applicable** - Case management is furnished as a distinct activity to waiver participants.

Check each that applies:

☐ **As a waiver service defined in Appendix C-3.** Do not complete item C-1-c.

☐ **As a Medicaid state plan service under §1915(i) of the Act (HCBS as a State Plan Option).** Complete item C-1-c.

☐ **As a Medicaid state plan service under §1915(g)(1) of the Act (Targeted Case Management).** Complete item C-1-c.

☐ **As an administrative activity.** Complete item C-1-c.

☐ **As a primary care case management system service under a concurrent managed care authority.** Complete item C-1-c.

c. Delivery of Case Management Services. Specify the entity or entities that conduct case management functions on behalf of waiver participants:

Appendix C: Participant Services

C-2: General Service Specifications (1 of 3)

a. Criminal History and/or Background Investigations. Specify the state's policies concerning the conduct of criminal history and/or background investigations of individuals who provide waiver services (select one):

- ☐ No. Criminal history and/or background investigations are not required.
- ☒ Yes. Criminal history and/or background investigations are required.

Specify: (a) the types of positions (e.g., personal assistants, attendants) for which such investigations must be conducted; (b) the scope of such investigations (e.g., state, national); and, (c) the process for ensuring that mandatory investigations have been conducted. State laws, regulations and policies referenced in this description are available to CMS upon request through the Medicaid or the operating agency (if applicable):

All Autism Waiver ~~service providers~~ employees, contractors, subcontractors, interns, volunteers, trainees, or other persons who have routine contact with or provide services directly to Autism Waiver beneficiaries must successfully pass a criminal background check pursuant to Ark. Code Ann. § 20-38-103, prior to performing services on behalf of the provider. A new criminal background check must be conducted at least once every five (5) years ~~employing persons providing direct services shall not knowingly employ a person who has been found guilty or has pled guilty or nolo contendere to any disqualifying criminal offense.~~

If the Autism Waiver provider can verify that an applicant who would have routine contact with or provide services directly to Autism Waiver beneficiaries has lived continuously in the State of Arkansas for the past five (5) years, then the provider must conduct only a state criminal background check through the Arkansas State Police. If the Autism Waiver provider cannot verify the applicant has lived continuously in the State of Arkansas for the past five (5) years, then the provider must conduct both a national criminal background check through the Federal Bureau of Investigation and a state criminal background check through the Arkansas State Police. Each Autism Waiver provider must obtain from each employee and from each applicant for employment a signed authorization permitting disclosures to the provider of criminal history information as defined in Ark. Code Ann. 12-12-1001.

~~Each provider receiving payment under the Autism Waiver program must, as a condition of continued participation in the program, comply with this rule requiring criminal history checks for new employees, and requiring periodic (at least every five years) criminal history checks for all employees. The scope of the criminal background checks is national. This requirement applies to any employee who in the course of employment may have direct contact with a participant. At the time of initial certification and annual re-certification, providers must submit a list of all direct care staff and the dates of their last criminal background check.~~

~~Before making a temporary or permanent offer of employment, an Autism Waiver provider shall inform applicants and employees that continued employment is contingent upon the results of the periodic criminal record checks and that the applicant or employee has the right to obtain a copy of the report from the Identification Bureau of the Department of Arkansas State Police.~~

~~If an Autism Waiver provider intends to make an offer of employment to the applicant, the applicant shall complete a criminal history check form. The provider shall then, within five (5) days, forward the criminal history check form to the Bureau accompanied by the appropriate payment and request the Bureau to complete a criminal history checks on persons caring for the elderly or persons with disabilities. The provider may make an offer of temporary employment to an applicant pending receipt of notification from the Bureau.~~

~~If the results of the criminal history background check establish that the applicant was found guilty of, or pled nolo contendere (no contest) to a disqualifying offense under §Ark. Code. Ann., Section 20-38-105, then the Autism Wwaiver provider may not employ or otherwise allow the applicant to perform Autism Waiver services on behalf of the provider, or continue to employ, the applicant.~~

Each Autism Waiver service provider must maintain in the Autism Waiver Database a personnel file for each person who has routine contact with or provides services directly to Autism Waiver beneficiaries. Each personnel file must include the person's most recent criminal background check(s). Each Autism Waiver service provider must also maintain a signed Provider Assurance stating that criminal background checks are performed on all persons who have routine contact with or provide services directly to Autism Waiver beneficiaries.

DDS's contracted vendor reviews each Autism Waiver service provider's personnel files at initial certification and annual recertification to ensure all persons who have routine contact with or provide services directly to Autism Waiver beneficiaries have a successfully passed, up-to-date criminal background check(s).

~~In addition, the Arkansas Medicaid Program DMS also requires criminal background checks pursuant to Ark. Code Ann. § 20-38-103, on all Medicaid providers, regardless of provider type, prior to Medicaid enrollment as an Arkansas Medicaid provider. This process is accomplished through the state's claims processing contractor.~~

b. Abuse Registry Screening. Specify whether the state requires the screening of individuals who provide waiver services through a state-maintained abuse registry (select one):

- ☐ No. The state does not conduct abuse registry screening.
- ☒ Yes. The state maintains an abuse registry and requires the screening of individuals through this registry.

Specify: (a) the entity (entities) responsible for maintaining the abuse registry; (b) the types of positions for which abuse registry screenings must be conducted; and, (c) the process for ensuring that mandatory screenings have been conducted. State laws, regulations and policies referenced in this description are available to CMS upon request through the Medicaid agency or the operating agency (if applicable):

~~All Autism Waiver service provider employees, contractors, subcontractors, interns, volunteers, trainees, or other persons who have routine contact with or provide services directly to Autism Waiver clients must successfully pass adult maltreatment registry and child maltreatment registry checks prior to performing services on behalf of the provider. New adult and child maltreatment registry checks must be conducted at least once every two (2) years. Abuse registry screening of all Autism Waiver providers providing intensive intervention services are monitored at initial certification and annual re-certification. This is a required part of the certification and re-certification process. In addition, agency providers must submit a list of all direct care of services staff and dates of their last criminal background checks. Each year, agency providers are recertified and must sign Provider Assurances stating the criminal background checks are performed on their employees. This signed assurance form is maintained in the provider's file.~~

~~A central registry check of both the Child Maltreatment and Adult Maltreatment and criminal background checks will be reviewed by DDS's contracted vendor during the certification and recertification process. Both registries An Arkansas Adult and Long-Term Care Facility Resident Maltreatment Central Registry and an Arkansas Child Maltreatment Central Registry are maintained by the Arkansas Department of Human Services. If the results of an adult maltreatment or child maltreatment registry check establish that an applicant or person that has routine contact with or provides services directly to Autism Waiver clients is included on one of the registries, then the Autism Waiver provider may not employ or otherwise allow the person to perform Autism Waiver services on behalf of the provider. All positions that directly interact with children are subject to registry screenings, as well as any other position specified by statute. The registry checks are the responsibility of the individual entities required to obtain the registry clearance.~~

~~Each Autism Waiver service provider must maintain in the Autism Waiver Database a personnel file for each person who has routine contact with or provides services directly to Autism Waiver clients. Each personnel file must include the person's most recent adult maltreatment and child maltreatment registry checks. Each Autism Waiver service provider must also maintain a signed Provider Assurance stating that adult maltreatment and child maltreatment registry checks are performed on all persons who have routine contact with or provide services directly to Autism Waiver clients.~~

~~DDS's contracted vendor reviews each Autism Waiver service provider's personnel files at initial certification and annual recertification to ensure all persons who have routine contact with or provide services directly to Autism Waiver clients have successfully passed, up-to-date adult maltreatment and child maltreatment registry checks. As part of the provider certification review, DDS verifies that the provider file contains the list of direct care staff and the dates the criminal background checks were completed.~~

Appendix C: Participant Services

C-2: General Service Specifications (2 of 3)

Note: Required information from this page (Appendix C-2-c) is contained in response to C-5.

Appendix C: Participant Services

C-2: General Service Specifications (3 of 3)

d. Provision of Personal Care or Similar Services by Legally Responsible Individuals. A legally responsible individual is any person who has a duty under state law to care for another person and typically includes: (a) the parent (biological or adoptive) of a minor child or the guardian of a minor child who must provide care to the child or (b) a spouse of a waiver participant. Except at the option of the State and under extraordinary circumstances specified by the state, payment may not be made to a legally responsible individual for the provision of personal care or similar services that the legally responsible individual would ordinarily perform or be responsible to perform on behalf of a waiver participant. *Select one:*

- ☒ **No. The state does not make payment to legally responsible individuals for furnishing personal care or similar services.**
- ☐ **Yes. The state makes payment to legally responsible individuals for furnishing personal care or similar services when they are qualified to provide the services.**

Specify: (a) the legally responsible individuals who may be paid to furnish such services and the services they may provide; (b) state policies that specify the circumstances when payment may be authorized for the provision of **extraordinary care** by a legally responsible individual and how the state ensures that the provision of services by a legally responsible individual is in the best interest of the participant; and, (c) the controls that are employed to ensure that payments are made only for services rendered. *Also, specify in Appendix C-1/C-3 the personal care or similar services for which payment may be made to legally responsible individuals under the state policies specified here.*

- ☐ **Self-directed**
- ☐ **Agency-operated**

e. Other State Policies Concerning Payment for Waiver Services Furnished by Relatives/Legal Guardians. Specify state policies concerning making payment to relatives/legal guardians for the provision of waiver services over and above the policies addressed in Item C-2-d. *Select one:*

- ☒ **The state does not make payment to relatives/legal guardians for furnishing waiver services.**
- ☐ **The state makes payment to relatives/legal guardians under specific circumstances and only when the relative/guardian is qualified to furnish services.**

Specify the specific circumstances under which payment is made, the types of relatives/legal guardians to whom payment may be made, and the services for which payment may be made. Specify the controls that are employed to ensure that payments are made only for services rendered. *Also, specify in Appendix C-1/C-3 each waiver service for which payment may be made to relatives/legal guardians.*

- ☐ **Relatives/legal guardians may be paid for providing waiver services whenever the relative/legal guardian is qualified to provide services as specified in Appendix C-1/C-3.**

Specify the controls that are employed to ensure that payments are made only for services rendered.

- ☐ **Other policy.**

Specify:

- f. Open Enrollment of Providers.** Specify the processes that are employed to assure that all willing and qualified providers have the opportunity to enroll as waiver service providers as provided in 42 CFR §431.51:

Autism Waiver service provider enrollment is open, ~~and~~ continuous, and available to any interested party. Any individual or ~~agency/organization~~ interested in becoming an Autism Waiver service provider can contact DDS's contracted vendor ("Vendor") for information and to obtain an application packet~~certification materials~~. There are no restrictions applicable to requesting this information.

~~The provider certification process is open and available to any interested party.~~ All Autism Waiver providers must meet the state's certification requirements for the particular Autism Waiver service and the Arkansas Medicaid enrollment criteria. The certification ~~Requirements for certification~~ are detailed in ~~all provider certification~~ the applications. Medicaid enrollment requirements are detailed in the Medicaid provider contract, which is included ~~in with each the~~ application packet.

~~Potential providers~~ Applicants are allotted as much time as needed to complete an application~~the certification materials~~. Once the ~~provider certification~~ application packet is complete and correct, ~~DDS's contracted v~~Vendor processes the applications and issues an Autism Waiver Provider certificate to the applicant. The applicant is responsible for ~~forwards them~~ to the sending the Autism Waiver Provider certificate and other required documentation. ~~Medicaid fiscal agent responsible for provider enrollment functions, for Medicaid~~ Provider eEnrollment Unit in order to become an enrolled Medicaid provider. Autism Waiver service ~~P~~providers are required to be ~~must be~~ recertified by Vendor each year.

Appendix C: Participant Services

Quality Improvement: Qualified Providers

As a distinct component of the States quality improvement strategy, provide information in the following fields to detail the States methods for discovery and remediation.

a. Methods for Discovery: Qualified Providers

The state demonstrates that it has designed and implemented an adequate system for assuring that all waiver services are provided by qualified providers.

i. Sub-Assurances:

- a. *Sub-Assurance: The State verifies that providers initially and continually meet required licensure and/or certification standards and adhere to other standards prior to their furnishing waiver services.*

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance, complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of providers, ~~by provider type, which obtain that receive annual re-certification in accordance with waiver provider qualifications~~. Numerator: Number of providers ~~with that received annual~~ recertification; Denominator: Total number of providers files reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Provider certification database~~ Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ~~100% Review~~
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of providers that have been certified longer than one (1) year as of the end of the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly

☐ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually
	☐ ~~Continuously and Ongoing~~
	☐ Other Specify:

Performance Measure:

Number and percent of ~~certified providers files, by provider type, which using personnel with the qualifications required to perform the service~~ contain a copy of the required provider assurances in accordance with waiver provider qualifications.

Numerator: Number of providers using personnel with the qualifications required to perform the service ~~files with copy of assurances~~; Denominator: Total number of providers ~~s files~~ reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Provider certification files~~ Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☐ ~~100% Review~~
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ Quarterly	☐ Representative Sample Confidence Interval =

☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of providers that served beneficiaries during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ~~State Medicaid Agency~~	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually
	☒ ~~Continuously and Ongoing~~
	☐ Other Specify:

Performance Measure:

Number and percent of providers, that received ~~by type, which obtained the appropriate~~ certification in accordance with the waiver ~~provider qualifications~~ prior to delivering services. Numerator: Number of providers ~~with appropriate that received~~ certification in accordance with the waiver prior to delivery of services;
~~d~~Denominator: Total Nnumber of ~~new~~ providers files reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Provider Certification Autism Waiver dDatabase~~

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ~~100% Review~~
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of providers that served beneficiaries during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):

☒ ~~State Medicaid Agency~~	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☐ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually
	☐ ~~Continuously and Ongoing~~
	☐ Other Specify:

b. Sub-Assurance: The State monitors non-licensed/non-certified providers to assure adherence to waiver requirements.

For each performance measure the State will use to assess compliance with the statutory assurance, complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

c. Sub-Assurance: The State implements its policies and procedures for verifying that provider training is conducted in accordance with state requirements and the approved waiver.

For each performance measure the State will use to assess compliance with the statutory assurance, complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of providers meeting waiver ~~provider~~ training requirements as evidenced by ~~the~~ signature on the provider assurances ~~letter~~. Numerator: Number of providers ~~meeting waiver indicating~~ training requirements as evidenced by ~~a~~ signature on ~~the~~ provider assurances ~~letter~~; Denominator: Total number of providers ~~files reviewed~~.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Provider Certification Report~~ Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ~~100% Review~~
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of providers that served beneficiaries during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ~~State Medicaid Agency~~	☐ Weekly
☒ ~~Operating Agency~~	☐ Monthly
☐ Sub-State Entity	☒ ~~Quarterly~~
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually

	☐ Continuously and Ongoing
	☐ Other Specify:

- ii. If applicable, in the textbox below provide any necessary additional information on the strategies employed by the State to discover/identify problems/issues within the waiver program, including frequency and parties responsible.

Vendor Oversight of Service Providers

A certified Autism Waiver service provider directory is continuously maintained and updated by DDS's contracted vendor ("Vendor") to offer parents/guardians their choice of community provider for the intensive intervention services included in a beneficiary's service plan. Vendor recertifies all Autism Waiver service providers annually.

On behalf of DDS, ~~DDS's contracted vendor issues~~ Each Autism Waiver provider maintains a certification file in the Autism Waiver Database with documentation evidencing its compliance with all Autism Waiver certification requirements, including without limitation all entity governing documents, a completed application, certificate of good standing, and all Autism Waiver service provider certificates. Additionally, each Autism Waiver provider maintains in the Autism Waiver Database a personnel file for each employee, contractor, subcontractor, intern, volunteer, trainee, or other person who has routine contact with or provide services to Autism Waiver beneficiaries. Each personnel file must contain the results of the person's most recent criminal background check, adult maltreatment registry check, and child maltreatment registry check. Each Autism Waiver provider is also required to include documentation demonstrating that each person providing Autism Waiver services to a client meets the applicable license, certificate, training, and experience requirements to perform a specific service. The personnel files in the Autism Waiver Database must be actively maintained and updated. Vendor will review all Autism Waiver service provider personnel files as part of the annual recertification of each service provider certifications for one year; providers must be re-certified annually. Providers must supply a copy of all applicable licenses and certificates as proof of certification. Chart reviews assure that certification remains current. All providers must be certified as Autism Waiver providers and enrolled as Medicaid providers.

Vendor contacts new Autism Waiver service providers within thirty (30) days of certification to provide training and information on the day-to-day operation of the Autism Waiver, including without limitation eligibility criteria, how to make proper referrals, documentation requirements, available forms, reporting, Section II of the Autism Waiver Medicaid Manual, and claims processing. Vendor also meets face-to-face with each new Autism Waiver service provider within three (3) months of certification to discuss all of the above and any issues that have arisen within the first three (3) months of Autism Waiver participation.

Vendor contacts each existing Autism Waiver provider at least twice per year to discuss any problems, new Autism Waiver policies, and any other pertinent topics. Finally, Vendor is required to schedule at least two (2) in-service trainings per year that are available to all Autism Waiver providers. Each in-service training must be scheduled in advance and have an agenda, sign-in sheet, evaluation, etc.

Each employee, contractor, subcontractor, intern, volunteer, trainee, or other person who has routine contact with or provides Autism Waiver services directly to beneficiaries must attend an orientation prior to performing any Autism Waiver services. This orientation must include training on the purpose and philosophy of the Autism Waiver program, the provider's written code of ethics, record keeping requirements, procedures for reporting changes in a beneficiary's condition, and the beneficiary's right to confidentiality. All Autism Waiver providers must sign an annual Provider Assurance letter verifying each employee or contractor attends orientation prior to performing any Autism Waiver services.

Finally, Vendor has developed a data report for each performance measure in this Appendix C ("Performance Measure") for which the Autism Waiver Database is the data source. Every month Vendor runs each Performance Measure's data report on all active provider certification and personnel files to discover and identify potential issues and provide a monthly one hundred percent (100%) review of Vendor's compliance with provider certification and personnel requirements. The results of each monthly Performance Measure data report are

aggregated into Vendor's Autism Waiver Report, which is submitted to DDS each quarter. The state identifies and rectifies situations where providers do not meet requirements. Through monitoring certification expiration dates within MMIS and continuing communication with the Medicaid fiscal agent responsible for provider-

enrollment functions, monthly reports are reviewed to identify providers whose participation is terminated for inactivity or violations. Participation in provider training is documented and monitored with monthly activity reports.

DDS Oversight of Service Providers

DDS staff are provided read only access to the Autism Waiver Database for the purpose of conducting random sample retrospective reviews of active Autism Waiver provider certification and personnel files on a quarterly basis ("DDS Reviews"). DDS Reviews ensure operational compliance with the Autism Waiver requirements related to service provider certification and personnel, verify the results of the Autism Waiver Report submitted by Vendor, and measure Vendor's compliance with its contract performance standards and the assurances within the waiver application. DDS uses the Raosoft Calculation System to determine a sample size for retrospective reviews that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error. The results of DDS Reviews are compiled into the DDS Review Report that is shared with Vendor and DMS during quarterly meetings. DMS's provider enrollment unit verifies that providers meet required certification standards and adhere to other state standards when they are enrolled. Additionally, DDS staff does a quarterly review of 10% of provider files to ensure compliance with these standard. DDS's contracted vendor maintains a database to trace certification dates of all participating and active providers.

DDS meets with Vendor on at least a quarterly basis to discuss the results of the Autism Waiver Report, DDS Review Report, and to address any issues involving provider certifications, personnel qualifications, and service delivery. Each month the provider choice list is updated to identify providers who are new, continuing or who

have been reinstated in the Autism Waiver program. The parents will be presented with a provider choice list for Intensive Autism Intervention services at each assessment and reassessment to give clients a free choice of providers for each service included in the plan of care. This choice will remain in place until such time as the parent chooses to change. A parent can change providers at any point. Since there is only one provider for the Consultative Clinical and Therapeutic Services, the parent will be made aware of who will provide this service and advised that there is no choice available. If more than one provider becomes available, the choice process will be put into place for the Consultative Clinical and Therapeutic Services provider as well.

Training requirements are explained in the provider assurances and signed by each provider. In addition, DDS's contracted vendor is responsible for contacting new providers within the first 30 days of new enrollment to provide information regarding proper referrals, eligibility criteria, documentation requirements, forms, reporting, general information about the Autism waiver, Section II of the Autism Medicaid provider manual, claims processing problems, etc. Within three months of appearing on the provider choice list, staff of DDS's contracted vendor must meet with each new provider face to face to discuss all of the above and any problems noted by the provider within the first three months of program participation.

DDS's contracted vendor must contact each established provider at least twice per year, either face to face or via telephone, to discuss any problems, program policy or general information.

DDS's contracted vendor must schedule at least two in-services per year with all new and established providers. The in-service must be a scheduled meeting with an agenda, sign in sheet, evaluation, etc. that discusses at a minimum all of the information above.

The Medicaid fiscal agent provides DDS's contracted vendor access to Provider Certification Status. This data is reviewed monthly and compared with DDS's contracted vendor's provider database and provides a second monitoring tool for compliance.

The Medicaid contract signed by each waiver provider states compliance with required enrollment criteria is mandatory. Failure to maintain required certification results in loss of their Medicaid provider activity. Each provider is notified in writing at least two months and again 30 days prior to the certification expiration date that renewal is due and failure to maintain proper certification will result in loss of Medicaid enrollment.

DMS Oversight of Service Providers

DMS's Medicaid Provider Enrollment Unit verifies Autism Waiver provider compliance with all Arkansas Medicaid requirements and other applicable state standards at the time of Arkansas Medicaid enrollment. Additionally, Autism Waiver provider certification expiration dates are tracked by DMS within its Medicaid Management Information System ("MMIS"). MMIS produces a monthly report that identifies providers with expired certification. Failure to maintain required certification results in disenrollment as a Medicaid provider.

Each provider is notified in writing at least two (2) months and again thirty (30) days prior to the certification expiration date that renewal is due and failure to maintain proper certification will result in disenrollment as a Medicaid provider.

DMS staff are provided read only access to the Autism Waiver Database for the purpose of conducting retrospective reviews to verify the results of the Autism Waiver Report, confirm Vendor's compliance with contract performance standards, and ensure DDS is complying with all obligations within both the waiver and the Interagency Memorandum of Understanding.

DMS also holds a quarterly meeting with DDS to discuss the results of its retrospective review, the DDS Review Report, the most recent Autism Waiver Report, and address any operational or administrative issues related to provider certification and personnel requirements. Any necessary corrective action plans and adjustments to Autism Waiver systems operations that need to be implemented based off the results of those reports would also be discussed.~~Provider assurances signed by each provider prior to certification and at each recertification includes quality controls regarding orientations. The provider agrees to require each employee to attend orientation training prior to allowing the employee to deliver any Autism Waiver service. This orientation shall include, but not be limited to, descriptions of the purpose and philosophy of the Autism Waiver program; discussion and distribution of the provider agency's written code of ethics; activities which shall and shall not be performed by the employee; instructions regarding Autism Waiver record keeping requirements; the importance of the POC; procedures for reporting changes to the client's condition; discussion, including potential legal ramifications of the client's right to confidentiality.~~

~~All waiver providers are responsible for all provider requirements as detailed in Sections II of the Autism Waiver Medicaid Provider Manual. Section I of the Autism Waiver Medicaid Provider Manual (specifically Sections 140 and 150) details all provider participation requirements, and penalties/sanctions applicable for non-compliance that are applicable to all provider types.~~

~~DDS reviews quarterly reports submitted by its contracted vendor. DDS conducts chart reviews for a 10% sample of beneficiary charts, as well as file reviews for a 10% sample of provider certification files each quarter.~~

b. Methods for Remediation/Fixing Individual Problems

- i. Describe the States method for addressing individual problems as they are discovered. Include information regarding responsible parties and GENERAL methods for problem correction. In addition, provide information on

If issues in connection with Autism Waiver provider certifications or the use of qualified personnel are discovered during review of Vendor's performance, the DDS Review Report, or the Autism Waiver Report, then DMS, DDS, and DDS's holds quarterly team meetings with its contracted vendor ("Vendor") will discuss the appropriate remediation on a case-by-case basis. Discussion will typically take place during regularly scheduled quarterly meetings, unless a more immediate meeting is required to discuss and address individual problems related to qualified providers, as well as problem correction and remediation. DDS has an agreement with its vendor that includes measures related to the qualified providers that are certified to provide services under the waiver.

The type of remediation implemented depends on the issue and surrounding circumstances and may include without limitation one or more of the following: corrective action plan, training, recoupment, system design changes, revoking provider certification, and the parent/guardian selecting a new Autism Waiver community service provider.

How each remediation effort is implemented and monitored and the party directly responsible is determined prior to implementation. The party directly responsible for implementing and monitoring the progress of a remediation effort depends on the type of remediation effort implemented. Vendor will typically be responsible for implementing and monitoring corrective action plans, trainings, and revoking provider certifications. DMS or DDS will typically be responsible for implementing and monitoring remediation efforts involving recoupments and system design changes, or if the issue involves Vendor's responsibilities related to provider certification and personnel requirements.

Investigations, findings, and other documentation related to Vendor's monitoring of remediation efforts will be maintained in the Autism Waiver Database. Recoupments will be monitored by DMS through the Medicaid Management Information system. System design changes will be documented through updates to existing or implementation of new Autism Waiver policies and procedures and amendments to the Autism Waiver. Finally, documentation related to remediations in connection with Vendor's performance under its contract will be maintained in the contract file.~~DDS's contracted vendor requires that all providers obtain recertification annually in order to continue providing services. In cases where providers are not recertified, remediation includes certifying the provider upon discovery that the provider was not recertified, closing the provider, recouping payment for services provided after certification expired and allowing the client to choose another provider.~~

~~Upon certification and recertification, providers are required to sign Provider Assurances, which include assurances that the agency will provide to its employees the required amount and type of training needed to provide Autism Waiver services. If the provider refuses to sign this form, DDS's contracted vendor will deny the provider's certification or recertification. In some cases, DMS will impose provider sanctions on those failing to meet this requirement.~~

ii. Remediation Data Aggregation

Remediation-related Data Aggregation and Analysis (including trend identification)

Responsible Party(<i>check each that applies</i>):	Frequency of data aggregation and analysis (<i>check each that applies</i>):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: DDS's contracted vendor	☐ Annually
	☒ Continuously and Ongoing
	☐ Other Specify:

c. Timelines

When the State does not have all elements of the Quality Improvement Strategy in place, provide timelines to design methods for discovery and remediation related to the assurance of Qualified Providers that are currently non-operational.

☒ No

☐ Yes

Please provide a detailed strategy for assuring Qualified Providers, the specific timeline for implementing identified strategies, and the parties responsible for its operation.

Appendix C: Participant Services

C-3: Waiver Services Specifications

Section C-3 'Service Specifications' is incorporated into Section C-1 'Waiver Services.'

Appendix C: Participant Services

C-4: Additional Limits on Amount of Waiver Services

a. **Additional Limits on Amount of Waiver Services.** Indicate whether the waiver employs any of the following additional limits on the amount of waiver services (*select one*).

☐ **Not applicable-** The state does not impose a limit on the amount of waiver services except as provided in Appendix C-3.

☒ **Applicable** - The state imposes additional limits on the amount of waiver services.

When a limit is employed, specify: (a) the waiver services to which the limit applies; (b) the basis of the limit, including its basis in historical expenditure/utilization patterns and, as applicable, the processes and methodologies that are used to determine the amount of the limit to which a participant's services are subject; (c) how the limit will be adjusted over the course of the waiver period; (d) provisions for adjusting or making exceptions to the limit based

on participant health and welfare needs or other factors specified by the state; (e) the safeguards that are in effect when the amount of the limit is insufficient to meet a participant's needs; (f) how participants are notified of the amount of the limit. (check each that applies)

- ☐ **Limit(s) on Set(s) of Services.** There is a limit on the maximum dollar amount of waiver services that is authorized for one or more sets of services offered under the waiver.
Furnish the information specified above.

- ☐ **Prospective Individual Budget Amount.** There is a limit on the maximum dollar amount of waiver services authorized for each specific participant.
Furnish the information specified above.

- ☐ **Budget Limits by Level of Support.** Based on an assessment process and/or other factors, participants are assigned to funding levels that are limits on the maximum dollar amount of waiver services.
Furnish the information specified above.

- ☒ **Other Type of Limit.** The state employs another type of limit.
Describe the limit and furnish the information specified above.

A beneficiary can receive All Autism Waiver services are limited to for a maximum of three (3) years or until their child's eighth (8th) birthday. This three (3) years limitation clock starts on the first day a billable Autism Waiver service is delivered to the beneficiary. These limits were set because current autism spectrum disorder research indicates that when gains are most significant for young children between two (2) and eight (8) years of age who receive two (2) to three (3) years of intensive intervention services, such as those in this Waiver program, the gains are significant. A review of existing programs in Wisconsin, Colorado, South Carolina and Montana and other stakeholder research found that early, intense intervention programs with children 18 months through 7 years of age provided the best outcomes and prevent or lessen the need for future Medicaid services. The overwhelming body of research on intensive intervention for children with ASD indicates that these services are most effective when provided to preschool age children and that intensive treatment produced a significant increase in new skill acquisition for children between 2 and 7 years of age. If a beneficiary still requires an institution level of care at the end of three (3) years of Autism Waiver services, the likelihood is that this type of intensive intervention is not appropriate.

At the end of the 5 year waiver renewal period, DMS and DDS, with input from other stakeholders, will determine the feasibility of renewing the Autism Waiver program based on the results seen over the next five years.

Each parent/guardian is informed of the three (3) year service limit during Autism Waiver enrollment. The assigned Autism Waiver Coordinator schedules a transition meeting with the parent/guardian three (3) months prior to a beneficiary reaching the three (3) year maximum participation limit. Once a child reaches his or her 3 year limit on Autism Waiver services or his or her 8th birthday, whichever comes first; if it is determined the child needs additional services, During the transition meeting the childparent/guardian will be provided information about transitioning to other appropriate and available services and resources, including without limitation services a different model provided through Local Education Agencies, the educational system and provided information regarding application to the DDS-CES Community and Employment Supports Waiver, the Children with Chronic Healthcare Needs program, and Early Periodic Screening Diagnostic and Treatment ("and-EPsDT") services.

Research on intensive intervention supports the likelihood that 3 years of intensive intervention will produce such significant gains that the children will no longer meet the LOC standard necessary for participation in a

waiver program. If there is a small group of children where this is not the case, the likelihood is that this type of intensive intervention is not appropriate for those children. If such is the case they will be transitioned to a different model of services provided through the Local Education Agencies and given information regarding application to the DDS-CES Waiver or ICF/IID services (public and private). Such services are individualized and based on the child's needs and can be delivered over a prolonged period of time, utilizing more broad-based strategies that include interventions that are not only evidence-based but also those that have been seen as promising practices for children with disabilities.

At the beginning of the 3-year program, parents/guardians are informed that the Autism Waiver is a 3-year program and that children age out on their 8th birthday or at the end of three years, whichever comes first. Three months prior to the end of the program, the participants' parents/guardians will be notified and provided information regarding additional resources available.

Appendix C: Participant Services

C-5: Home and Community-Based Settings

Explain how residential and non-residential settings in this waiver comply with federal HCB Settings requirements at 42 CFR 441.301(c)(4)-(5) and associated CMS guidance. Include:

1. Description of the settings and how they meet federal HCB Settings requirements, at the time of submission and in the future.
2. Description of the means by which the state Medicaid agency ascertains that all waiver settings meet federal HCB Setting requirements, at the time of this submission and ongoing.

Note instructions at Module 1, Attachment #2, HCBS Settings Waiver Transition Plan for description of settings that do not meet requirements at the time of submission. Do not duplicate that information here.

~~This is the primary service delivery setting for Autism Waiver services that utilizes no residential settings that are offered as out-of-home alternative living situations.~~

~~Instead, the Autism Waiver utilizes only is a natural environment home and community-based settings that provides inclusive opportunities, for the children with ASD served by this Waiver. The settings include locations such as the child's home, church, places where the family shops, restaurants, ball parks, etc.; As a result, all Autism Waiver service settings will of which meet the new home and community-based settings requirements definition. There are no segregated settings utilized in the Autism Waiver program.~~

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (1 of 8)

State Participant-Centered Service Plan Title:

Autism Waiver Plan of Care

a. Responsibility for Service Plan Development. Per 42 CFR §441.301(b)(2), specify who is responsible for the development of the service plan and the qualifications of these individuals (*select each that applies*):

- ☐ Registered nurse, licensed to practice in the state
- ☐ Licensed practical or vocational nurse, acting within the scope of practice under state law
- ☐ Licensed physician (M.D. or D.O)
- ☐ Case Manager (qualifications specified in Appendix C-1/C-3)
- ☐ Case Manager (qualifications not specified in Appendix C-1/C-3).

Specify qualifications:

- ☐ Social Worker

Specify qualifications:

- ☒ Other

Specify the individuals and their qualifications:

DDS's contracted vendor ("Vendor") employees hires or contracts with staff ("Autism Waiver Coordinators") to create who are responsible for developing each beneficiary's the Pplans of Ccare ("POC"). The POC documents a beneficiary's needs and potential risks, the intensive intervention service(s) that will be implemented to meet those needs, the amount, frequency, and duration of each intensive intervention service, the parent/guardian's choice of Autism Waiver community service provider, and establishes any necessary emergency backup plan. Autism Waiver Coordinators must have a minimum of a bachelor's degree in Psychology, Nursing, Speech Language Pathology, Education or related field plus two years' experience associated with provision of services to children with ASD.

Each Autism Waiver Coordinators employed or contracted by Vendor must:

1. Have a minimum of two (2) years' experience working with young children with autism spectrum disorder; and
2. Have either:
 - i. A Registered Nurse license; or
 - ii. A Bachelor's (or more advanced) degree in psychology, nursing, speech-language pathology, education, or related field.

Once the Autism Waiver Coordinator has completed the POC, the Interventionist employed or contracted by the Autism Waiver community provider selected by the parent/guardian uses the POC to develop the individualized treatment plan ("ITP"). The ITP operationalizes the POC by identifying the beneficiary's individualized diagnosis, needs, strengths, problem behaviors, short and long term goals and objectives, the intensive intervention service(s) delivery schedule, and the data collection required to assess the beneficiary's progress towards short and long term goals and objectives.

Each Interventionist employed or contracted by the selected Autism Waiver community service provider must:

1. Have a minimum of two (2) years' experience developing service plans for, providing intensive intervention services to, or overseeing an intensive intervention services program for children with autism spectrum disorder; and
2. Hold either:
 - i. A certificate as a Board Certified Behavior Analyst (BCBA) from the Behavior Analyst Certification Board; or
 - ii. A Master's (or more advanced) degree in psychology, speech-language pathology, occupational therapy, special education, or related field.

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (2 of 8)

b. Service Plan Development Safeguards. *Select one:*

- ☐ Entities and/or individuals that have responsibility for service plan development may not provide other direct waiver services to the participant.
- ☒ Entities and/or individuals that have responsibility for service plan development may provide other direct waiver services to the participant.

The state has established the following safeguards to ensure that service plan development is conducted in the best interests of the participant. *Specify:*

Three (3) different, independent service providers are involved in the development of an Autism Waiver service plan. The involvement of multiple independent providers acts as a safeguard to ensure only those Autism Waiver services of the type, scope, amount, frequency, and duration necessary are included in the beneficiary's service plan.

1. DDS's contracted vendor ("Vendor") employs or contracts with an Autism Waiver Coordinator who is responsible for developing a beneficiary's plan of care ("POC"). The POC documents the beneficiary's needs and potential risks, the intensive intervention service(s) that will be implemented to meet those needs, the amount, frequency, and duration of each intensive intervention service, and the parent/guardian's choice of Autism Waiver community service provider.
2. The Autism Waiver community service provider selected by the parent/guardian employs or contracts with an Interventionist who uses the POC to complete the beneficiary's comprehensive clinical profile and develop the individualized treatment plan ("ITP"). The ITP operationalizes the POC by identifying the beneficiary's individualized needs, strengths, disabilities, and problem behaviors, the specific intensive intervention service(s) delivery schedule, the short and long term goals and objectives, and the data collection required to assess the beneficiary's progress towards short and long term goals and objectives.
3. The Institution of Higher Education serving as the Consultative Clinical and Therapeutic service provider employs or contracts with a Clinical Services Specialist ("CSS") who performs oversight of the service plan. The CSS reviews the beneficiary's progress toward ITP goals and objectives on at least a quarterly basis to determine the efficacy of the intensive intervention services in the current ITP. If a review of a beneficiary's service record does not show the expected progress, the CSS will either provide technical assistance to the parent and staff implementing the Autism Waiver services or schedule a conference to discuss modification of the type, scope, amount, frequency, or duration of Autism Waiver services included in the service plan. This oversight ensures that the Autism Waiver services performed are medically appropriate for the beneficiary and that the Autism Waiver services are implemented with fidelity.

1) At this time, there are only two entities of home and community based waiver Consultative Clinical and Therapeutic Services that are willing and qualified entity to develop person-centered service plans in the state. One of these is DDS's contracted vendor.

2) The state Medicaid Agency must approve any entity that develops the person-centered service plan and provides waiver services. Arkansas Medicaid has approved the these two entities to be responsible for the development of person-centered service plans.

~~3) While Arkansas Medicaid delegates the responsibility for certifying providers to DDS's contracted vendor, the Arkansas Division of Medical Services (DMS) reviews provider certifications prior to allowing the provider to enroll with Medicaid. In addition, DDS's contracted vendor maintains a separate database of all providers who apply for certification and designated DDS employees have access to this database. DDS reviews 10% of provider certification files on a quarterly basis.~~

~~4) The use of three separate organizations to create the plans of care POCs and the Individual Treatment Plan (ITP) and to provide oversight is one safeguard that is put in place to prevent conflict of interest. The POCs are developed by the Autism Waiver Coordinators employed by DDS's contracted vendor. These POCs focus on the services and name the provider, chosen by the family, who will provide those services. DDS's contracted vendor provides and documents the family's choice of institution versus community services and choice of providers. The chosen Community-based Provider creates the Individual Treatment Plan (ITP) which focuses on the specific treatments and interventions that will be used for that child. Oversight of the ITP is provided by the Clinical Services Specialist. This oversight ensures that the treatments selected are clinically appropriate for the child and that the interventions are being implemented with fidelity.~~

The Autism Waiver community service provider selected by the parent/guardian is the only one of the above three (3) service providers that delivers direct intensive intervention services (i.e. Line and Lead Therapy services) to a beneficiary. The Autism Waiver Coordinator and CSS will always be independent of the Autism Waiver community service provider selected by the parent/guardian to perform the Lead Therapy Intervention and Line Therapy Intervention direct services. This ensures that the service plan development function is completely independent from the direct service provider functions and that service plan development is conducted in the best interest of the beneficiary.

Additionally, each individual involved in the service plan development process on behalf of the three independent service providers (i.e. Autism Waiver Coordinator, Interventionist, and CSS) must meet specific educational, training, and experience requirements. This ensures that service plan development is only performed by qualified professionals.

Each Autism Waiver Coordinator must:

1. Have a minimum of two (2) years' experience working with children with autism spectrum disorder; and
2. Have either:
 - i. A Registered Nurse license; or
 - ii. A Bachelor's (or more advanced) degree in psychology, nursing, speech-language pathology, education, or related field.

Each Interventionist must:

1. Have a minimum of two (2) years' experience developing service plans for, providing intensive intervention services to, or overseeing an intensive intervention services program for children with autism spectrum disorder; and
2. Hold either:
 - i. A certificate as a Board Certified Behavior Analyst (BCBA) from the Behavior Analyst Certification Board; or
 - ii. A Master's (or more advanced) degree in psychology, speech-language pathology, occupational therapy, special education, or related field.

~~5) DDS oversees the plan of care development process by completing quarterly reviews on 10% of all beneficiary charts to ensure services are consistent with waiver participants' needs and are being provided as outlined in the POC and ITP.~~

~~DDS's contracted vendor provides and documents the free choice of providers form and decision. Arkansas will ensure full disclosure to participants and assures that participants are supported in exercising their right to free choice of providers and are provided information about the full range of waiver services, not just the services furnished by the entity that is responsible for the person-centered service plan development.~~

~~Each CCS employed or contracted by the Institution of Higher Education that performs Consultative Clinical and Therapeutic services must hold a certificate as a Board Certified Behavioral Analyst from the Behavioral Analyst Certification Board.~~

~~6) In accordance with the state's fair hearing and appeals process described in Appendix F, participants may dispute the state's assertion that there is no other entity or individual other than the participant's service provider who can develop the person-centered service plan.~~

~~Arkansas requires the agency that develops the person-centered service plan to administratively separate the plan development function from the direct service provider functions.~~

~~Additionally, DDS staff perform a quarterly random sample review of twenty percent (20%) of Autism Waiver service provider personnel files to verify all individuals involved in service plan development have the required education, training, and experience.~~

~~Autism Waiver Coordinators also provide the parent/guardian with a list of all certified Autism Waiver service providers along with contact persons and telephone numbers/email addresses at the beginning of the POC development process. The parent/guardian is free to select the certified Autism Waiver community provider of their choice from that list. This provides parents/guardians with full disclosure when exercising their right to free choice of service provider and inserts parent/guardian participation as service plan development safeguard to ensure service plan development is conducted in the best interest of the beneficiary.~~

~~Finally, DDS and Vendor meet on a quarterly basis to discuss the results of the Autism Waiver Report, the DDS Review Report, and address any issues, problems, and adjustments to the service plan development process that need to be made. Any necessary corrective action steps or system improvement plans would be developed at the quarterly meeting between DDS and Vendor.~~

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (3 of 8)

- c. Supporting the Participant in Service Plan Development.** Specify: (a) the supports and information that are made available to the participant (and/or family or legal representative, as appropriate) to direct and be actively engaged in the service plan development process and (b) the participant's authority to determine who is included in the process.

~~The plan of care (POC) is the comprehensive plan of services for the child and family inclusive of all services provided to the family both waiver and non-waiver, that addresses the development goals and objectives prioritized by the parent or guardian. Once DDS's contracted vendor ("Vendor") confirms an applicant has the required autism spectrum disorder diagnosis and meets the age eligibility requirements, Vendor assigns the applicant an Autism Waiver Coordinator. Once there is an available Autism Waiver slot for the applicant, the assigned Autism Waiver Coordinator schedules an on-site meeting with the parent/guardian to conduct the level of care evaluation of the applicant, inform the parent/guardian of the services offered through the Autism Waiver, offer the parent/guardian choice of Autism Waiver services and service provider, and collect initial data for service plan development.~~

~~The Autism Waiver service plan is a client's plan of care ("POC"), which is developed by the Autism Waiver Coordinator in collaboration with the parent/guardian, knowledgeable professionals, and any other individuals the parent/guardian wishes to participate. The development of the POC is driven by the results of adaptive functioning and behavior evaluations, the beneficiary's risks and needs, and the parent/guardian's preferences. Since the parent/guardian is the primary informant during the POC development process, it ensures that the parent/guardian's perspective and concerns will be central to POC development.~~

~~The Interventionist employed or contracted by the selected Autism Waiver community service provider uses the POC to develop the beneficiary's individualized treatment plan ("ITP") in collaboration with the ITP team, which consists of the Interventionist, Lead Therapist, Line Therapist, parent/guardian, and any other individuals requested by the parent/guardian ("ITP Team"). The Interventionist initiates ITP development by conducting the evaluations and clinical observations~~

necessary to complete the beneficiary's comprehensive clinical profile that identifies the beneficiary's individualized needs, strengths, disabilities, and problem behaviors.

The Interventionist then uses the comprehensive clinical profile in collaboration with the ITP team to complete the ITP, which must include: (i) the specific treatment goals and objectives in domains such as communication/language, socialization, self-care/self-regulation, and cognition, (ii) detailed instructions for implementation of intensive intervention services, and (iii) the data collection required to monitor and assess beneficiary progress towards the goals and objectives. Any specific parent/guardian goal(s) are also included in the ITP. The parent/guardian is the primary source of information throughout the ITP development process, which ensures that the parent/guardian's perspective, concerns, and developmental goals and objectives will also be central to and prioritized throughout service plan development. The treatment plan (ITP) is more specific to identify the needs of the child's individualized diagnosis, strengths, disabilities, problems behavior, long term goals, short term goals, treatment interventions and treatment providers.

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (4 of 8)

d. Service Plan Development Process. In four pages or less, describe the process that is used to develop the participant-centered service plan, including: (a) who develops the plan, who participates in the process, and the timing of the plan; (b) the types of assessments that are conducted to support the service plan development process, including securing information about participant needs, preferences and goals, and health status; (c) how the participant is informed of the services that are available under the waiver; (d) how the plan development process ensures that the service plan addresses participant goals, needs (including health care needs), and preferences; (e) how waiver and other services are coordinated; (f) how the plan development process provides for the assignment of responsibilities to implement and monitor the plan; and, (g) how and when the plan is updated, including when the participant's needs change. State laws, regulations, and policies cited that affect the service plan development process are available to CMS upon request through the Medicaid agency or the operating agency (if applicable):

Once DDS's contracted vendor ("Vendor") confirms an applicant has an autism spectrum disorder diagnosis and meets the age eligibility requirements, Vendor assigns the applicant an Autism Waiver Coordinator. Once there is an available Autism Waiver slot for the applicant, the assigned Autism Waiver Coordinator schedules an on-site meeting with the parent/guardian to conduct the level of care evaluation of the applicant, inform the parent/guardian of the services offered through the Autism Waiver, offer the parent/guardian choice of Autism Waiver services and community service provider, and collect initial data for service plan development. employs Autism Waiver Coordinators to develop the Plan of Care (POC) in collaboration with the parent/guardian based on the assessment of the waiver participant's strengths and needs and the parent/guardian's preferences.

The Autism Waiver service plan is a client's plan of care ("POC"), which is developed by the Autism Waiver Coordinator. Once an applicant is determined to be eligible for the Autism Waiver, the Autism Waiver Coordinator develops the POC in collaboration with the parent/guardian, knowledgeable professionals, and any other individuals the parent/guardian wishes to participate. The POC is developed prior to the delivery of any Autism Waiver services and must be updated at least annually. If there are amendments to the Autism Waiver that impact the services available to a beneficiary, the Autism Waiver Coordinator will provide the updated information to all parents/guardians once the amendments are approved and ready for implementation.

POC development is driven by the results of adaptive functioning and behavior evaluations, the beneficiary's strengths and needs, and the parent/guardian's preferences. The strengths and needs of the participant will be beneficiary are assessed through use the administration of evaluation instruments, which at a minimum must include such as the Vineland Adaptive Behavior Scales, Second Edition ("Vineland-II") and the Temperament and Atypical Behavior Scale ("TABS") both of which will be a part of the child's assessment battery for determining Level of Care (LOC) eligibility. The Vineland-II provides detailed information regarding on the child's beneficiary's strengths and weaknesses in areas includingsuch as communication, daily living skills, socialization, motor skills and maladaptive behavior. The TABS provides additional behavioral informationdetail regarding atypical behavior by assessing four (4) categories of behavior: detached, hypersensitive-active, under reactive, and dysregulated. The Vineland and TABS are required to be administered as part of the beneficiary's level of care evaluation for Autism Waiver eligibility purposes. Since the parent/guardian is the primary informant for completing these assessments, the parent/guardian's perspective and concerns will be central to the discussion with the Autism Waiver Coordinator during POC development.

The POC is developed prior to the delivery of any Autism Waiver service; and must be updated at least annually.

Parents/guardians are informed at the time of enrollment of the services offered through the Autism Waiver. If there are amendments to the Waiver that impact the services available, the updated information will be provided to all participants at such time as amendments are approved and ready for implementation.

~~Participation in the planning process by parents/guardians, knowledgeable professionals, and others of the parent/guardian's choosing assures that the POC addresses the individual needs of the child. The POC must include a statement of the child's/beneficiary's needs, the intensive intervention service(s) that will be implemented/designed to meet those needs, the amount, frequency, and duration of the each intensive intervention service(s), and the type of Autism Waiver service provider who will furnish the intensive intervention service(s).~~

The POC must also include the roles and responsibilities of the Autism Waiver Coordinator, Interventionist, the Consultative-Clinical and Therapeutic Services Specialist ("also referred to as the Clinical Services Specialist/CSS"), and the parent/guardian in connection with the implementation and monitoring of for the services included in the beneficiary's POC and individualized treatment plan ("ITP"). ~~The Autism Waiver Coordinator will have primary responsibility for coordinating the services but must rely on the parent/guardian to choose a service provider from among those available and participate fully in the intervention by complying with the terms of the Parent/Guardian Participation Agreement. This agreement will outline specific participation requirements to be fulfilled by the parent/guardian with a minimum of fourteen (14) hours per week required as a condition of participation in the program. The Clinical Services Specialist will be primarily responsible for providing independent review of implementation of the Individual Treatment Plan (ITP) developed by the Consultant.~~

~~The 14 hours required of parents/guardians includes times and routines that will be agreed upon between the parent and the provider and delineated specifically as part of the ITP. The specific activities/strategies will be individualized for each child and outlined in the ITP. Training will be provided to the parents/guardians by the provider to equip the parents/guardians to fulfill this requirement.~~

~~At a minimum, the Autism Waiver Coordinator will have monthly contact with a member of the Intervention Team (Consultant, Lead Therapist, Line Therapist, or parent/guardian) either face to face, or by phone. At a minimum, the Clinical Services Specialist will conduct fidelity reviews to determine appropriate implementation of the strategies included in the child's POC. Ongoing contact will be scheduled as appropriate given the needs of the team. Teams who are struggling to meet fidelity will have more frequent contact. On site refers to in home and community settings. The location will be primarily the child's home but other community locations, identified by the parent, such as the park, grocery store, church, etc. might be included. Specific locations will be selected based on the skills and behaviors of the child that need to be targeted. If either of these individuals determine that there are problems with the treatment, contact will be made with the Consultant who designed the ITP and the Intervention Team members, as appropriate. If any members of the team report that the Parent/Guardian Participation Agreement is not being followed, a meeting with the parent/guardian will be scheduled to review the terms for participation in the program, explain the consequences of failing to comply with the terms of participation, and develop a plan detailing the deadline for compliance with the terms of participation. This meeting will be documented as an attachment to the Parent/Guardian Participation Agreement. If the parent/guardian fails to meet the deadline for compliance or chooses not to participate according to the terms of the agreement, the child will be removed from the program following a 10 day notice.~~

~~Participants may be involuntarily disenrolled in cases where failure to participate in the program occurs since without parental participation there is a risk of ineffective treatment and potential jeopardy for health and welfare of the Autism Waiver participant. Each case will be evaluated on a case by case basis. This decision will be made as a joint decision by the Autism Waiver Coordinator and the Clinical Services Specialist only after the parent/guardian has been counseled and offered an opportunity for corrective action. This counseling will occur during an on-site visit with the parent/guardian and will be documented on the Parental Participation Agreement Form. If the ITP or schedule for delivery of services can be modified to better facilitate program participation, the Autism Waiver Coordinator and parent/guardian will make such adjustments. The Autism Waiver Coordinator will then forward the modifications to the agency providing the child's services.~~

~~The following circumstances may result in involuntary disenrollment:~~

- ~~Failure to provide information on the child that is needed for development of the POC or ITP (strengths, weaknesses, behaviors, etc.)~~
- ~~Failure to attend training on the child's ITP provided by the Consultant~~
- ~~Failure to meet scheduled appointments for delivery of therapy~~
- ~~Failure to implement treatment strategies in accordance with the ITP~~

Additionally, during the service plan development process the parent/guardian must sign a Parent/Guardian Participation Agreement ("Participation Agreement"). The Participation Agreement outlines specific participation requirements that must be fulfilled by the parent/guardian including a minimum of fourteen (14) hours of parent/guardian participation per week. The fourteen (14) hours of required parent/guardian participation may include whatever times and beneficiary routines that are agreed upon by the parent/guardian and Interventionist. Training will be provided to the parent/guardian by the Interventionist to equip and enable the parent/guardian to fulfill this requirement.

A beneficiary's assigned Autism Waiver Coordinator is responsible for coordinating Autism Waiver services and ensuring services are delivered in accordance with the POC and ITP. As part of this coordination responsibility, the Autism Waiver Coordinator must have at least monthly contact with a member of the beneficiary's ITP Team either face-to-face, by email, through a virtual platform such as Zoom, or by phone/text.

~~Changes to the~~The Autism Waiver Coordinator is responsible for scheduling and coordinating the annual meeting to review and update the POC, and amending POC ~~will be made as needed by the Autism Waiver Coordinator~~ when the results of the monitoring or ~~when~~ information obtained from the parent/guardian or ~~a members~~ of the ~~treatment~~ITP ~~Team~~ indicates the need for a change. ~~A~~The Autism Waiver Coordinator will always provide a copy of the ~~updated or~~ revised POC ~~will be provided~~ to the parent/guardian, ~~the Consultant~~Interventionist, and ~~CSS working with the client~~the Clinical Services Specialist.

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (5 of 8)

- e. Risk Assessment and Mitigation.** Specify how potential risks to the participant are assessed during the service plan development process and how strategies to mitigate risk are incorporated into the service plan, subject to participant needs and preferences. In addition, describe how the service plan development process addresses backup plans and the arrangements that are used for backup.

Once an applicant is determined eligible for the Autism Waiver, the assigned Autism Waiver Coordinator develops the beneficiary's plan of care ("POC") in collaboration with the parent/guardian, knowledgeable professionals, and any other individual the parent/guardian wishes to participate. The participant's needs, including beneficiary's potential risks are assessed and identified as part of the POC developmentassessment process ~~conducted by DDS's contracted vendor prior to the development of the Plan of Care (POC).~~

~~An Vineland a~~Adaptive ~~b~~Behavior ~~s~~Scale ~~(Vineland II Expanded Edition)~~evaluation instrument and a ~~measure of behavioral targets~~ (Temperament and Atypical Behavior Scale) ~~evaluation instrument~~ are administered ~~at~~during each of the on-site home visits ~~by the Autism Waiver Coordinator when children are admitted into the program and upon annual redetermination of~~ to establish a beneficiary's initial and continued eligibility. These ~~assessment~~instruments identify issues that present risk factors for the ~~beneficiary~~child, such as self-injurious behavior, aggressive/destructive behavior, elopement behavior, inability to communicate needs/wants, and food aversion/pica behavior. The parent/guardian is the primary informant when administering these evaluation instruments, which ensures that the parent/guardian's perspective and concerns will be central to identifying potential beneficiary risk factors.

As these individualized risk factors are identified, they are listed on the ~~Plan of Care (POC)~~ to enable the ~~Interventionist~~Consultant to develop specific ~~treatment~~intensive interventions, goals, and objectives to address these issues. These intensive interventions, ~~will be included on the Individual Treatment Plan (ITP),~~ as well as preventative strategies to avoid emergencies and deescalate behaviors related to these risk factors, are included on the beneficiary's individualized treatment plan ("ITP") by the Interventionist. ~~These i~~Intervention strategies must focus on positive approaches ~~to that supporting~~reinforce appropriate behavior; and ~~avoiding~~ the use of restraint, seclusion, and other punitive practices. Additionally, a behavior intervention plan is developed when necessary to remediate behavioral issues ~~related to a beneficiary's that create risk factors for the child.~~

~~DDS's contracted vendor collects ongoing data on these treatment goals and analyzes it, as part of the development of intervention by the treatment team, including the Consultant, Lead/Line Therapists and Clinical Services Specialist (CSS) to determine progress toward~~ The Clinical Support Specialist ("CSS") and Autism Waiver Coordinator review the beneficiary's service record to determine the beneficiary's progress toward treatment goals and objectives and the removal of risk factors.

Additionally, during the service plan development process the parent/guardian must sign a Parent/Guardian Participation Agreement ("Participation Agreement"). The Participation Agreement outlines specific participation requirements that must be fulfilled by the parent/guardian including a minimum of fourteen (14) hours of parent/guardian participation per week. The twenty (20) hours of required parent/guardian participation may include whatever times and client routines that are agreed upon by the parent/guardian and Interventionist. Training will be provided to the parent/guardian by the Interventionist to equip and enable the parent/guardian to fulfill this requirement.

A meeting will be scheduled with the parent/guardian when there is a violation of the terms of the Participation Agreement. The meeting will review the terms of the Participation Agreement, explain the consequences of failing to

comply with the terms of the Participation Agreement, and establish a deadline for the parent/guardian to comply with the terms of the Participation Agreement. The meeting will be documented as an attachment to the Participation Agreement. If the parent/guardian fails to meet the deadline for compliance or chooses not to participate according to the terms of the Participation Agreement, then the beneficiary may be removed from the Autism Waiver following ten (10) days' notice. The decision to disenroll a beneficiary will be made as a joint decision by the Autism Waiver Coordinator and the CSS only after the parent/guardian has been counseled and offered an opportunity for corrective action. If the ITP or service schedule can be modified to better facilitate the parent/guardian's participation, the Autism Waiver Coordinator will assist in implementing such adjustments. Each situation will be evaluated on a case-by-case basis. Since the Participation Agreement requires the parent/guardian to be present and actively involved in the delivery of intensive intervention services throughout a beneficiary's participation in the Autism Waiver, their relationship and intimate knowledge of the beneficiary will be utilized to avoid emergency situations.

In situations where behaviors ~~create risk~~ can result in ~~for~~ emergency situations, the ~~parent/guardian, Lead Therapist, and Line Therapist~~ team (including the parents) are trained on ~~emergency response~~ strategies for responding in the event of an emergency. If ~~an~~ emergency ~~situations does~~ occur, ~~they are it is~~ documented in the ~~database~~ beneficiary's service record and ~~are is~~ reviewed by the ~~Interventionist~~ team, the CSS, and Autism Waiver Coordinator to determine if changes in ~~the POC or ITP~~ treatment are needed to avoid recurrence of the emergency. ~~Since the parent/guardian will be present and actively involved in treatment provided through the Autism Waiver, his/her relationship and intimate knowledge of the child will be utilized to avoid emergency situations.~~

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (6 of 8)

f. Informed Choice of Providers. Describe how participants are assisted in obtaining information about and selecting from among qualified providers of the waiver services in the service plan.

Each applicant is assigned an Autism Waiver Coordinator by DDS's contracted vendor ("Vendor") once it is confirmed the applicant has an autism spectrum disorder diagnosis and meets the age eligibility requirements. The assigned Autism Waiver Coordinator employs staff who provides the parents/guardians the names of provider agencies, the contact persons for the program, and telephone numbers/email addresses for all certified Autism Waiver community service providers. From this list, parents/guardians may select the certified Autism Waiver community service provider of their choice. ~~The parent/guardian's choice of provider will be documented on the Plan of Care (POC).~~

Furthermore, staff from DDS's contracted vendor discuss with If the parents/guardian requests assistance in researching the list of certified Autism Waiver community service providers, the Autism Waiver Coordinator will provide the parent/guardian with a list of questions they could ask when interviewing and deciding to choose among potential providers. This list includes questions such as:

- How many years' experience do you have serving children with autism spectrum disorder ASD?
- How many children Autism Waiver clients have you served in the Autism Waiver program to date?
- What are the staff credentials do you require of the staff you use (Consultants, Lead/Line Therapists)?
- If you are selected, how long will it take for you to hire staff hired and begin delivering services?
- How much involvement can I have in the selection process of staff who will work with my child?

The assigned Autism Waiver Coordinator is always DDS's contracted vendor's staff are available after the home visit to discuss any questions/concerns the parents/guardian have regarding the certified Autism Waiver community service provider selection process. Ultimately, the parent/guardian's choice of certified Autism Waiver community service provider will be documented by the Autism Waiver Coordinator on the beneficiary's plan of care.

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (7 of 8)

g. Process for Making Service Plan Subject to the Approval of the Medicaid Agency. Describe the process by which the service plan is made subject to the approval of the Medicaid agency in accordance with 42 CFR §441.301(b)(1)(i):

DMS is required to approve of the DDS contracted vendor ("Vendor") who is responsible for the development of the service plan. The sState of Arkansas must issue the DHS-3330 establishing a applicant's Medicaid and Autism Waiver eligibility prior to development of a service plan and an applicant receiving Autism Waiver services determines eligibility and transmits the eligibility file to the contracted vendor, who is then responsible for the development of the plans of care (POC) and plan approval. Access to the records are controlled and maintained by the vendor. The Medicaid Agency receives an automation file daily via the MMIS system. These files are used by the Medicaid agency and DDS to perform retrospective reviews, quarterly. The same size for the random sample is 10% of the population being served under this waiver. Retrospective reviews are performed bases on enrolled population for the review period.(or however you are setting).

DMS and DDS hold a quarterly meeting to discuss Vendor's performance, DDS Review Report, the most recent Autism Waiver Report, and address any other operational or administrative issues related to the timeliness, appropriateness, and quality of all beneficiary plans of care and individualized treatment plans. If DMS has an issue with the current service plan development process, then adjustments, amendments, and remediation steps will be established and implemented subject to CMS approval, if required.

Appendix D: Participant-Centered Planning and Service Delivery

D-1: Service Plan Development (8 of 8)

h. Service Plan Review and Update. The service plan is subject to at least annual periodic review and update to assess the appropriateness and adequacy of the services as participant needs change. Specify the minimum schedule for the review and update of the service plan:

- ☐ Every three months or more frequently when necessary
- ☐ Every six months or more frequently when necessary
- ☒ Every twelve months or more frequently when necessary
- ☐ Other schedule

Specify the other schedule:

i. Maintenance of Service Plan Forms. Written copies or electronic facsimiles of service plans are maintained for a minimum period of 3 years as required by 45 CFR §92.42. Service plans are maintained by the following (*check each that applies*):

- ☐ Medicaid agency
- ☒ Operating agency
- ☐ Case manager
- ☒ Other

Specify:

Appendix D: Participant-Centered Planning and Service Delivery

D-2: Service Plan Implementation and Monitoring

a. Service Plan Implementation and Monitoring. Specify: (a) the entity (entities) responsible for monitoring the implementation of the service plan and participant health and welfare; (b) the monitoring and follow-up method(s) that are used; and, (c) the frequency with which monitoring is performed.

At a minimum, the Autism Waiver Coordinator, employed by The Autism Waiver Coordinator assigned to the beneficiary by DDS's contracted vendor ("Vendor"), develops the beneficiary's plan of care ("POC") and is responsible for monitoring both the implementation of the service plan and the health and welfare of the beneficiary. The POC documents the beneficiary's needs and potential risks, the intensive intervention service(s) that will be implemented to meet those needs, the amount,

frequency, and duration of each intensive intervention service, the parent/guardian's choice of Autism Waiver services and community service provider, and any necessary emergency will have monthly contact with a member of the Intervention Team (Consultant, Lead Therapist, Line Therapist, and/or parent/guardian), either face to face or by phone. If there are problems identified, contact will be made with the Consultant who designed the Individualized Treatment Plan (ITP) to address the issue(s). All contacts will be documented as case notes in the child's file maintained at DDS's contracted vendor.

The Interventionist assigned to the beneficiary by the selected Autism Waiver community service provider develops the beneficiary's individualized treatment plan ("ITP") in collaboration with the Lead Therapist, Line Therapist, parent/guardian, and any other individual requested by the parent/guardian ("ITP Team"). The ITP Team is also responsible for monitoring both the implementation of the service plan and the health and welfare of the beneficiary. The ITP operationalizes the POC and includes at a minimum (i) the specific treatment goals and objectives, (ii) detailed instructions for implementation of intensive intervention services, and (iii) the data collection required to monitor and assess beneficiary progress towards the goals and objectives. Any specific parent/guardian goal(s) are also included in the ITP. When necessary, the ITP includes the results of a functional analysis of behavior, a positive behavior supports plan for maladaptive behavior, and a behavioral reinforcer survey.

Once the ITP has been developed, the Interventionist is responsible for training the Lead Therapist, Line Therapist, and parent/guardian on how to implement and perform the intensive intervention service(s) included on the ITP and how to collect data required to assess the client's progress towards ITP goals and objectives. The Interventionist conducts monthly monitoring of intensive intervention service implementation and delivery by the parent/guardian, Lead Therapist, and Line Therapist, and reviews data and session notes to assess the clinical progress of the beneficiary and adjust the beneficiary's comprehensive clinical profile and ITP as required. Clinical progress assessments of the beneficiary are completed by the Interventionist at least every four (4) months and must include the administration and review of an Assessment of Basic Language and Learning Skills-Revised (ABLLS-R) evaluation instrument. Additionally, the Individual Treatment Plan (ITP) will be monitored by the Clinical Services Specialist, a professional independent of both the provider agency delivering the intensive intervention and the administrative agency. This professional will review for programmatic fidelity, data accuracy, use of evidence-based interventions and child progress. If the Clinical Services Specialist identifies problems with the implementation of the ITP, those issues will be addressed with the appropriate member(s) of the Intervention Team. The Autism Waiver Coordinator has monthly contact with at least one member of the ITP Team either face-to-face or by phone. The Autism Waiver Coordinator attempts to contact different ITP Team members each month to ensure multiple perspectives on the beneficiary's progress are received. If problems are identified by any member of the ITP Team, contact will be made with the Interventionist and Autism Waiver Coordinator to address the issue(s). All such contacts will be documented in the beneficiary's service record maintained in the Autism Waiver Database.

The Clinical Services Specialist ("CSS") employed or contracted by the Consultative Clinical and Therapeutic service provider is also responsible for providing oversight and monitoring of the service plan, and is required to be independent of both the Arkansas Department of Human Services, Division of Medical Services and the selected Autism Waiver community service provider that develops the ITP and delivers the intensive intervention services.

The CSS monitors proper implementation of the ITP, proper data collection, and the beneficiary's progress toward ITP goals and objectives. For the first quarter of Autism Waiver services the CSS performs a monthly review. After the first three (3) months of Autism Waiver services, the CSS performs quarterly reviews so long as the beneficiary is progressing as expected. If a beneficiary is not progressing as expected, problem behaviors develop, or an ITP Team member expresses concern, the CSS will conduct reviews more frequently. If over a six (6) month period the CSS determines the beneficiary is not showing the expected progress, the CSS will either provide technical assistance to the parent/guardian, Lead Therapist, and Line Therapist, or schedule a conference to determine if the POC or ITP needs to be modified. If the identified issues are related to Autism Waiver program compliance (for example, lack of provision of i.e. a failure to deliver services identified in the POC, use of unqualified providers, failure to cooperate/comply with the terms of Parent/Guardian Participation Agreement, etc.), the Clinical Services Specialist CSS will contact the Autism Waiver Coordinator to solicit their involvement in assistance resolving the issue(s).

The plan of care (POC, or service plan) and the individualized treatment plan (ITP, or treatment plan) are two different documents. The POC is developed by the Autism Waiver Coordinator and addresses issues around the provision of services such as amount, frequency and duration of both waiver services and state plan services; client's risks and goals; client's choice of services and providers; contact person and emergency backup plans and appropriate signatures. The POC is focused on the services and who will provide them.

The ITP is developed by the Consultant following a thorough evaluation of the child and includes the following: specific treatment goals and objectives in domains such as communication/language, socialization, self-care/self-regulation, and cognition as well as detailed instructions for implementation and data collection. Additionally, the ITP includes the results of a functional analysis of behavior, a positive behavior supports plan for maladaptive behavior, and a behavioral reinforcer survey, if needed. It also includes the goal(s) to be implemented by the parent/guardian. The ITP is focused on the specifics of the treatment/intervention for the child that comes as a result of the POC.

~~Since the parent/guardian is will be present during required to participate in the delivery of intensive intervention services in this program, so there is no risk that the child/beneficiary will be unattended if there is an emergency that prevents the Line Therapist is unable to attend a scheduled intensive intervention service session from keeping the appointment for the treatment. Also/Additionally, since this is a tiered service, the Lead Therapist could be scheduled to cover for the Line Therapist if situations where/when the Line Therapist is unable to maintain an scheduled service session for any reason appointment time. As an additional back up strategy, the parent is required to participate in this program with a minimum of 14 hours of intervention per week. This intervention could occur during a time when the Line Therapist is unavailable so the child continues to receive the treatment. Since/Finally, the Line Therapist, Lead Therapist and parent/guardian are all trained in implementation of the treatment/TP by the Consultant, which allows for the substitution of personnel when unexpected circumstances arise will still allow the child to receive appropriate intervention.~~

~~Participants needs, including potential risks associated with their situations, are assessed during the planning process and considered during POC development. The POC includes a section for a description of the plan to be implemented during an emergency or natural disaster and a description for how care will be provided in the unexpected absence of a caregiver/supporter.~~

b. Monitoring Safeguards. Select one:

- ☒ Entities and/or individuals that have responsibility to monitor service plan implementation and participant health and welfare may not provide other direct waiver services to the participant.
- ☐ Entities and/or individuals that have responsibility to monitor service plan implementation and participant health and welfare may provide other direct waiver services to the participant.

The state has established the following safeguards to ensure that monitoring is conducted in the best interests of the participant. Specify:

Appendix D: Participant-Centered Planning and Service Delivery

Quality Improvement: Service Plan

As a distinct component of the States quality improvement strategy, provide information in the following fields to detail the States methods for discovery and remediation.

a. Methods for Discovery: Service Plan Assurance/Sub-assurances

The state demonstrates it has designed and implemented an effective system for reviewing the adequacy of service plans for waiver participants.

i. Sub-Assurances:

- a. Sub-assurance: Service plans address all participants assessed needs (including health and safety risk factors) and personal goals, either by the provision of waiver services or through other means.**

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of ~~participants reviewed who had plans of care~~ ("POCs") that ~~were adequate and appropriate to their~~ identified beneficiary needs ~~as indicated by the assessment(s).~~

Numerator: number of ~~participants with~~ POCs that ~~identified~~ addressed their beneficiary needs;

Denominator: number of ~~records~~ POCs reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Case Record Review~~ Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ~~100% Review~~
☒ Operating Agency	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of beneficiaries who had active plans of care during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ ☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☐ ☒ Other Specify: DDS contracted vendor	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

Performance Measure:

Number and percent of ~~participants reviewed who had~~ plans of care ("POCs") that addressed health and safety risk factors. Numerator: number of ~~participants'~~ POCs that addressed health and safety risk factors; Denominator: number of ~~records~~ POCs reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Case Record Review Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☐ ☒ 100% Review
☒ ☐ Operating Agency	☐ Monthly	☒ ☐ Less than 100% Review
☐ Sub-State Entity	☒ ☐ Quarterly	☐ Representative Sample Confidence Interval =

☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of beneficiaries who had active plans of care during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ~~State Medicaid Agency~~	☐ Weekly
☒ ~~Operating Agency~~	☒ ~~Monthly~~
☐ Sub-State Entity	☒ Quarterly
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

Performance Measure:

Number and percent of ~~participants reviewed who had plans of care~~ ("POCs") that addressed parent/guardian personal goals and objectives. Numerator: number of ~~participants~~' POCs that addressed parent/guardian personal goals and objectives; Denominator: number of ~~records~~ POCs reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Case Record Review Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ~~100% Review~~
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify:	☐ Annually	☐ Stratified Describe Group:
~~DDS contracted vendor~~		
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of beneficiaries who had active plans of care during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ~~State Medicaid Agency~~	☐ Weekly
☒ Operating Agency	☒ ~~Monthly~~
☐ Sub-State Entity	☒ Quarterly
☒ ~~Other~~ Specify:	☐ Annually
~~DDS contracted vendor~~	
	☐ Continuously and Ongoing
	☐ Other Specify:

- b. *Sub-assurance: The State monitors service plan development in accordance with its policies and procedures.*

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

~~Number and percent of POC development procedures that were completed as described in the Waiver procedures. Numerator: number of participants' POCs completed according to Waiver procedures; Denominator: number of records reviewed.~~

Data Source (Select one):

~~Other~~

If 'Other' is selected, specify:

~~Case Record Review~~

~~Responsible Party for data-collection/generation (check each that applies):~~	~~Frequency of data-collection/generation (check each that applies):~~	~~Sampling Approach (check each that applies):~~
~~State Medicaid Agency~~	~~Weekly~~	~~100% Review~~
~~Operating Agency~~	~~Monthly~~	~~Less than 100% Review~~
~~Sub-State Entity~~	~~Quarterly~~	~~Representative Sample Confidence Interval=~~
~~Other Specify: DDS contracted vendor~~	~~Annually~~	~~Stratified Describe Group:~~
	~~Continuously and Ongoing~~	~~Other Specify:~~
	~~Other Specify:~~	

Data Aggregation and Analysis:

Responsible Party for data-aggregation and analysis (check each that applies):	Frequency of data-aggregation and analysis (check each that applies):
State Medicaid Agency	Weekly
Operating Agency	Monthly
Sub-State Entity	Quarterly
Other Specify: DDS contracted vendor	Annually
	Continuously and Ongoing
	Other Specify:

Performance Measure:

Number and percent of initial plans of care (“POCs”) completed within the timeframes required in the waiver. Numerator: number of POCs completed within the timeframes required in the waiver; Denominator: number of POCs reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Autism Waiver Database

<u>Responsible Party for data collection/generation (check each that applies):</u>	<u>Frequency of data collection/generation (check each that applies):</u>	<u>Sampling Approach (check each that applies):</u>
☐ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>	☐ <u>100% Review</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>	☒ <u>Less than 100% Review</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>	☐ <u>Representative Sample Confidence Interval =</u>
☐ <u>Other</u> Specify: DDS contracted vendor	☐ <u>Annually</u>	☐ <u>Stratified</u> Describe Group:

	☐ <u>Continuously and Ongoing</u>	☒ <u>Other</u> Specify: A sample size of applicants assigned an Autism Waiver slot at least thirty (30) days but less than one (1) year before the end of the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.
	☐ <u>Other</u> Specify:	

Data Aggregation and Analysis:

<u>Responsible Party for data aggregation and analysis (check each that applies):</u>	<u>Frequency of data aggregation and analysis (check each that applies):</u>
☐ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>
<u>Sub-State Entity</u>	☒ <u>Quarterly</u>
☐ <u>Other</u> Specify:	☐ <u>Annually</u>
	☐ <u>Continuously and Ongoing</u>
	☐ <u>Other</u> Specify:

- c. *Sub-assurance: Service plans are updated/revised at least annually or when warranted by changes in the waiver participants needs.*

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of plans of care ("POCs") that were reviewed and ~~revised, as warranted, updated at least annually~~ or when warranted by changes in the beneficiary's needs before the Waiver participant's annual review date. Numerator: number of ~~participants'~~ POCs that were reviewed and updated at least annually or when warranted by changes in the beneficiary's needs ~~revised before annual review date~~; Denominator: number of ~~records~~ POCs reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Case Record Review Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ~~100%~~ 100% Review
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100%~~ Less than 100% Review
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of beneficiaries who had been enrolled in Autism Waiver at least one (1) year during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ~~State Medicaid Agency~~	☐ Weekly

☒ Operating Agency	☐ ~~Monthly~~
☐ Sub-State Entity	☒ Quarterly
☐ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually
	☐ Continuously and Ongoing
	Other ☐ Specify:

d. Sub-assurance: Services are delivered in accordance with the service plan, including the type, scope, amount, duration and frequency specified in the service plan.

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of ~~participants reviewed~~ beneficiaries who received services in the type, scope, amount, frequency and duration specified in ~~his or her~~ the plan of care ('POC').

Numerator: ~~N~~ number of participants' beneficiaries who received services in the type, scope, amount, frequency, and duration specified in ~~his or her~~ the POC; Denominator: number of ~~records~~ POCs reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Case Record Review~~ Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☐ ~~100% Review~~
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100% Review~~

☐ Sub-State Entity	☒ ☐ Quarterly	☐ Representative Sample Confidence Interval =
☒ ☐ Other Specify:	☐ Annually	☐ Stratified Describe Group:
~~DDS contracted vendor~~		
	☒ ☐ Continuously and Ongoing	☒ ☐ Other Specify: <u>A sample size of beneficiaries who had active plans of care during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ ☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ ☐ Other Specify: ~~DDS contracted vendor~~	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

e. Sub-assurance: Participants are afforded choice: Between/among waiver services and providers.

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of ~~participants'~~ beneficiary service records ~~reviewed with an appropriately completed POC that documented the parent/guardian specified choice was offered choice between institutional care and of~~ Autism Waiver services and among Waiver services.

Numerator: ~~N~~ number of participants' POCs beneficiary service records that documented at the parent/guardian was offered choice between institutional care and of Autism Waiver services- and among Waiver services; Denominator: ~~N~~ number of service records reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Case Record Review~~ Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ~~100%~~ 100% Review
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100%~~ Less than 100% Review
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of beneficiaries who had active plans of care during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ ~~Monthly~~
☐ Sub-State Entity	☒ Quarterly
☐ ~~Other~~ Specify: DDS contracted vendor	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

Performance Measure:

Number and percent of ~~participants' beneficiary service~~ records ~~reviewed~~ with ~~appropriately completed and~~ signed freedom of choice forms ~~that specified~~ documenting the parent/guardian was offered choice of providers ~~was offered~~. Numerator: number of ~~participants' beneficiary service records~~ with a signed freedom of choice forms ~~that~~ documenting the parent/guardian was offered choice of providers ~~was offered~~; Denominator: number of service records reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Case Record Review~~ Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☐ ~~100% Review~~
☒ Operating Agency	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =

☐ ~~Other~~ Specify:	☐ Annually	☐ Stratified Describe Group:
DDS contracted vendor		
	☐ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of beneficiaries who had active plans of care during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ~~State Medicaid Agency~~	☐ Weekly
☒ Operating Agency	☐ ~~Monthly~~
☐ Sub-State Entity	☒ Quarterly
☐ ~~Other~~ Specify: DDS contracted vendor	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

- ii. If applicable, in the textbox below provide any necessary additional information on the strategies employed by the State to discover/identify problems/issues within the waiver program, including frequency and parties responsible.

The state currently ~~operates~~ implements a system of ~~review~~ monitoring that ~~as~~ ensures the completeness, timeliness, appropriateness, accuracy and quality of all service plans and requires each parent/guardian to be offered choice of Autism Waiver services or institutional care, choice of Autism Waiver services, and choice of Autism Waiver community service provider freedom of choice. This system focuses on ~~client centered service planning and delivery, client rights and responsibilities, and client outcomes and satisfaction.~~ The Autism Waiver Coordinator assigned to each beneficiary by DDS's contracted vendor ("Vendor") uploads or enters into the beneficiary's service record in the Autism Waiver Database all evaluation results, clinical observations, case notes from meetings, and other information pertinent to the plan of care ("POC") development process. Additionally, the selected Autism Waiver community service provider is required to enter into the beneficiary's service record all service delivery and progress notes related to each intensive intervention service session.

Vendor has developed a data report for each performance measure in this Appendix D ("Performance Measure"). Every month Vendor runs each Performance Measure's data report on all active provider certification and personnel files to discover and identify potential issues and provide a monthly one hundred percent (100%) review of Vendor's compliance with Autism Waiver service plan timeliness, appropriateness, and quality requirements and all parent/guardian choice requirements. The results of each monthly Performance Measure data pull are aggregated into the Vendor's Autism Waiver Report, which is submitted to DDS each quarter. Individual charts are reviewed by DDS's contracted vendor for completeness and accuracy and resulting data is made available for the production of the Chart Review Summary Report. DDS conducts a review of a random 10% sample of reports to confirm that POCs are updated and revised as warranted by changes in the client's needs.

DDS conducts reviews of active Autism Waiver client service records on a quarterly basis ("DDS Reviews"). DDS Reviews ensure operational compliance with those Autism Waiver requirements related to parent/guardian choice of Autism Waiver services and community provider and requirements related to the timeliness, appropriateness, and quality of service plans. DDS Reviews also verify the results of the Autism Waiver Report and measure Vendor's compliance with contract performance standards and the assurances within the Autism Waiver application. DDS Reviews are compiled into a DDS Review Report that is shared with Vendor and DMS during quarterly meetings. DMS and DDS also use billing data from MMIS to compare with the random review of approved individualized POCs to check for amount, duration and frequency of services rendered.

Charts are reviewed to assure that a Freedom of Choice form was presented to the client, that provider assurances against coercion and solicitation have been signed, and that a complete list of providers has been made available to the client.

Chart reviews of the overall program files are thorough and include a review of all required documentation regarding compliance with the POC development assurance and delivery. Reviews include, but are not limited to, completeness of the POC; timeliness of the POC development process; appropriateness of all medical and non-medical services; consideration of clients in the POC development process; clarity and consistency; compliance with program policy regarding all aspects of POC development, changes and renewal.

DDS and Vendor meet on at least a quarterly basis to discuss the results of the Autism Waiver Report, DDS Review Report, and to address any issues discovered related to the timeliness, appropriateness, and quality of service plans. Any necessary corrective action plans and adjustments to Autism Waiver systems operations that need to be implemented based off the results of those reports would also be discussed. Some measures have multiple factors that are reviewed to determine if the area is in compliance. These measures are directly related to the CMS waiver assurance areas.

Finally, DMS and DDS hold a quarterly meeting to discuss Vendor's performance, DDS Reviews, the most recent Autism Waiver Report, and address any operational or administrative issues related to the timeliness, accuracy, appropriateness, and quality of service plans. DDS's contracted vendor monitors 25% of their active caseload on an annual basis. This process also provides an additional level of service plan review for compliance and service delivery. DDS contracted vendor reviews the recipient profiles from MMIS on a quarterly basis. This profile is compared to the plan of care and reviewed for lack of service billing, under utilization or overpayment, and appropriate provider of services. The Quarterly Recipient Profiles process is a completely separate process from the chart review process reflected in the Annual Report. It provides an additional monitoring tool utilized to verify plan of care compliance and appropriate billing practices. Discrepancies are identified, changes are made as necessary and proper action is taken.

DDS assures compliance with the service plan subassurances through a review of a random 10% sample of all active waiver participants' case records. Reference performance measures three and four under Appendix A, under administrative authority.

b. Methods for Remediation/Fixing Individual Problems

- i. Describe the States method for addressing individual problems as they are discovered. Include information regarding responsible parties and GENERAL methods for problem correction. In addition, provide information on the methods used by the state to document these items.

If issues in connection with the completeness of plans of care ("POC"), timeliness of the POC development, appropriateness of intensive intervention services, offering of parent/guardian choice of Autism Waiver services and community provider, or compliance with any program policy involving service plan development, amendments, and updates are discovered during review of Vendor's performance, DDS Reviews, or the Autism Waiver Report, then DMS, DDS, and DDS's and its contracted vendor ("Vendor") ~~hold quarterly team meetings to~~ will discuss the appropriate remediation on a case-by-case basis. Discussion will typically take place during regularly scheduled quarterly meetings, unless a more immediate meeting is required and address individual problems related to POC development, as well as problem correction and remediation. Additionally, they have an Interagency Agreement that includes measures related to the POCs.

Remediation efforts will depend on the issue and surrounding circumstances and may include without limitation corrective action plans, training, recoupments, system design changes, revocation of provider certification, the parent/guardian selecting a new community Autism Waiver service provider, and removal of a beneficiary from the Autism Waiver. The manner and method of how each remediation effort will be monitored and tracked and the party directly responsible will be determined prior to implementation.

The party directly responsible will usually depend on the remediation effort implemented. Vendor will typically be responsible for implementing and monitoring corrective action plans, trainings, revoking Autism Waiver service provider certification, or disenrolling beneficiaries. DMS or DDS will typically be lead in remediation efforts involving recoupments and system design changes, or if the issue involves Vendor's responsibilities related to monitoring or certifying Autism Waiver services providers or personnel. The status of each currently active remediation effort will be discussed at the quarterly meetings until completed or resolved. In cases where clients' POCs are inadequate or inappropriate, do not address clients' personal goals or risk factors, are not completed in accordance with Waiver procedure, or are not reviewed or revised as needed, remediation includes revising the POC accordingly and providing additional training to staff who complete POCs. This remediation also applies when clients do not receive the type, scope, frequency and duration of services as specified in the POC, or when clients are not offered choice between institutional care and Waiver services and among Waiver services when the POC is developed.

In addition, the POC form includes information on the client's personal goals, risks and choices (between institutional care and Waiver services, and among Waiver services), and completeness of this form is checked during the chart review process.

If a client's record does not include a completed and signed Freedom of Choice form indicating that a choice of providers was offered, remediation includes completing the Freedom of Choice form accordingly and additional staff training in this area. The contract between DDS and its contracted vendor also contains provisions for corrective action to be taken or damages to be assessed if performance indicators are not met.

The tool used to review waiver client's record captures and tracks remediation in these areas. Investigations, findings, and other aspects of remediation efforts conducted by Vendor in connection with Autism Waiver beneficiaries or service providers will be maintained in the Autism Waiver Database. Recoupments will be tracked by DMS and the Medicaid Management Information system. System design changes will be documented through amendment to the Autism Waiver. Finally, documentation related to remediations in connection with Vendor's performance under its contract will be maintained in the contract file.

ii. Remediation Data Aggregation

Remediation-related Data Aggregation and Analysis (including trend identification)

Responsible Party (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: DDS contracted vendor	☒ Annually

	☐ Continuously and Ongoing
	☐ Other Specify:

c. Timelines

When the State does not have all elements of the Quality Improvement Strategy in place, provide timelines to design methods for discovery and remediation related to the assurance of Service Plans that are currently non-operational.

☒ No

☐ Yes

Please provide a detailed strategy for assuring Service Plans, the specific timeline for implementing identified strategies, and the parties responsible for its operation.

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MARK-K-UP

Appendix E: Participant Direction of Services

Applicability (from Application Section 3, Components of the Waiver Request):

- ☐ **Yes. This waiver provides participant direction opportunities.** Complete the remainder of the Appendix.
- ☒ **No. This waiver does not provide participant direction opportunities.** Do not complete the remainder of the Appendix.

CMS urges states to afford all waiver participants the opportunity to direct their services. Participant direction of services includes the participant exercising decision-making authority over workers who provide services, a participant-managed budget or both. CMS will confer the Independence Plus designation when the waiver evidences a strong commitment to participant direction.

Indicate whether Independence Plus designation is requested (select one):

- ☐ **Yes. The state requests that this waiver be considered for Independence Plus designation.**
- ☐ **No. Independence Plus designation is not requested.**

Appendix E: Participant Direction of Services

E-1: Overview (1 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (2 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (3 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (4 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (5 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (6 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (8 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (9 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (10 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (11 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (12 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-1: Overview (13 of 13)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-2: Opportunities for Participant Direction (1 of 6)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-2: Opportunities for Participant-Direction (2 of 6)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-2: Opportunities for Participant-Direction (3 of 6)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-2: Opportunities for Participant-Direction (4 of 6)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-2: Opportunities for Participant-Direction (5 of 6)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

Appendix E: Participant Direction of Services

E-2: Opportunities for Participant-Direction (6 of 6)

Answers provided in Appendix E-0 indicate that you do not need to submit Appendix E.

MARK-UP

Appendix F: Participant Rights

Appendix F-1: Opportunity to Request a Fair Hearing

The state provides an opportunity to request a Fair Hearing under 42 CFR Part 431, Subpart E to individuals: (a) who are not given the choice of home and community-based services as an alternative to the institutional care specified in Item 1-F of the request; (b) are denied the service(s) of their choice or the provider(s) of their choice; or, (c) whose services are denied, suspended, reduced or terminated. The state provides notice of action as required in 42 CFR §431.210.

Procedures for Offering Opportunity to Request a Fair Hearing. Describe how the individual (or his/her legal representative) is informed of the opportunity to request a fair hearing under 42 CFR Part 431, Subpart E. Specify the notice(s) that are used to offer individuals the opportunity to request a Fair Hearing. State laws, regulations, policies and notices referenced in the description are available to CMS upon request through the operating or Medicaid agency.

The Autism Waiver Coordinator assigned to the beneficiary by DDS's contracted vendor ("Vendor") provides the parent/guardian with information on appeal rights during the on-site visit to conduct the beneficiary's initial level of care evaluation and each annual level of care reevaluation. The parent/guardian is also informed of their right to appeal and request a fair hearing via a Notice of Action whenever there is any adverse action taken in connection with an Autism Waiver beneficiary. An "adverse action" would include without limitation any ineligibility determination or decision to deny, suspend, reduce, or terminate Autism Waiver services.

A Notice of Action) or the system-generated Notice of Action of their right to appeal when adverse action is taken to deny, suspend, reduce or terminate services. The notice is issued by the Division of County Operations (DCO). The notice explains the participant's action that was taken, the effective date of the action, the type of coverage effected, and the reasons for the action. It also provides the parent/guardian with contact information should they have any questions about the Notice of Action and informs them of the beneficiary's right to request an appeal hearing. The Notice of Action includes a document called the "Client Appeal Hearing Rights" that includes information on what an appeal hearing is, how to file for an appeal, the date by which an appeal must be filed, and lists out all the beneficiary and parent/guardian rights as it pertains to the appeal hearing and the participant's right to representation. Notices of adverse actions and the opportunity to request a fair hearing are kept in the participant's eligibility case record.

If the participant files for a fair hearing during the advanced notice period, services may continue at the participant's request until a decision is made on the appeal. If the findings of the appeal are not in the participant's favor, and the participant had elected the continuation of benefits, the participant may owe the State of Arkansas restitution through an overpayment.

During the initial and annual recertification process, DDS contracted vendor explains to the participant the choice of home and community based waiver services vs. institutional services, the Waiver participant is provided with a program brochure which also includes instructions for filing an appeal. Parent/guardian appeals are submitted to and handled by the DHS Office of Appeals and Hearings. Autism Waiver community service provider appeals are submitted to and handled by the Arkansas Department of Health, Office of Medicaid Provider Appeals. Appeals are administered in accordance with section 160.000, 190.00 and 191.000 of the Autism Waiver Medicaid provider manual. All appeals shall conform to the Arkansas Administrative Procedure Act, Ark. Code Ann. §§ 25-15-201 – 25-15-218.

Assistance to the participant during the fair hearing process is available via the HCBS Ombudsman, targeted case manager, personal representative or attorney, if applicable, and legal aid.

Appendix F: Participant Rights

Appendix F-2: Additional Dispute Resolution Process

a. Availability of Additional Dispute Resolution Process. Indicate whether the state operates another dispute resolution process that offers participants the opportunity to appeal decisions that adversely affect their services while preserving their right to a Fair Hearing. *Select one:*

- ☒ **No. This Appendix does not apply**
☐ **Yes. The state operates an additional dispute resolution process**

b. Description of Additional Dispute Resolution Process. Describe the additional dispute resolution process, including: (a) the state agency that operates the process; (b) the nature of the process (i.e., procedures and timeframes), including the types of disputes addressed through the process; and, (c) how the right to a Medicaid Fair Hearing is preserved when a

participant elects to make use of the process: State laws, regulations, and policies referenced in the description are available to CMS upon request through the operating or Medicaid agency.

Appendix F: Participant-Rights

Appendix F-3: State Grievance/Complaint System

a. Operation of Grievance/Complaint System. *Select one:*

- ☒ **No. This Appendix does not apply**
- ☐ **Yes. The state operates a grievance/complaint system that affords participants the opportunity to register grievances or complaints concerning the provision of services under this waiver**

b. Operational Responsibility. Specify the state agency that is responsible for the operation of the grievance/complaint system:

DDS's contracted vendor is responsible for ~~taking receiving and~~ addressing investigating, and tracking complaints/grievances related to the Autism Waiver.

c. Description of System. Describe the grievance/complaint system, including: (a) the types of grievances/complaints that participants may register; (b) the process and timelines for addressing grievances/complaints; and, (c) the mechanisms that are used to resolve grievances/complaints. State laws, regulations, and policies referenced in the description are available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

~~Complaints are resolved expeditiously as received by the appropriate party. Any interested party may submit to DDS's contracted vendor ("Vendor") a complaint/grievance relating to the operation of the Autism Waiver, including without limitation parents/guardians, Autism Waiver service provider staff, and relatives, teachers, or friends of a beneficiary. Autism Waiver service providers can submit a complaint/grievance and all required supplemental information through the Autism Waiver Database portal using the "complaint" tab. Parents/guardians and any other interested parties may submit a complaint/grievance to Vendor by fax, mail, or calling a toll-free number. Vendor maintains all Autism Waiver complaints/grievances received in the Autism Waiver Database.~~

The type of grievance/complaint submitted determines how ~~the complaint~~ is handled. Complaints/grievances alleging ~~concerning~~ abuse and neglect of a child are immediately routed to the Division of Children and Family Services Arkansas Child Maltreatment Hotline/Child Protective Services Unit ~~immediately~~ for appropriate action. Complaints/grievances concerning an Autism Waiver service provider's delivery of Autism Waiver services or lack thereof, non-compliance with Autism Waiver requirements, any adverse action, level of care evaluation, or other issue that does not involve an allegation of abuse or neglect about provider staff not providing the services required and complaints about how the Waiver operates are handled/reviewed by Vendor/DDS's contracted vendor's administrative staff to determine if there is a problem and whether the issue can be resolved based on laws, regulations and policies. ~~Complaints are recorded by the party receiving the information.~~

~~Every effort is made to resolve the issue as quickly as possible, but each issue. Vendor must attempt to contact the individual who registered the complaint/grievance to substantiate the complaint/grievance and determine if an investigation is necessary no later than the next business days from the date the complaint was received. If Vendor determines that an investigation is necessary, Vendor is responsible for investigating the complaint/grievance and entering its findings into the Autism Waiver Database. A follow-up call or correspondence is made with the reporter, if appropriate, to discuss how the issue was resolved, provided this can be accomplished without violating confidentiality rules. Vendor's investigation findings are also communicated by telephone call or mailed correspondence to the individual who submitted the complaint/grievance when appropriate and permissible under applicable confidentiality laws. If The participant/parent/guardian or his/her representative files a complaint/grievance, then they/they are informed of his/her/their right to appeal any decision Vendor's findings and that the filing of a complaint/grievance is not a prerequisite or substitute for a fair hearing.~~

~~A complaint database is maintained by DDS's contracted vendor to register any type of complaint related to the Autism Waiver, from any source. Waiver participants and others may register complaints by calling a toll free number or by writing to the DDS contracted vendor.~~

~~Based on the data entered within the complaint database, complaints may be~~

- ~~1) tracked by type of complaint (service, provider, etc.);~~
- ~~2) tracked by complaint source (participant, county office, family, etc.); and~~
- ~~3) monitored for trends, action taken to address complaint, access, quality of care, health and welfare.~~

~~The complaint database provides a means to address any type complaint filed by any source.~~

~~DDS's contracted vendor employs staff to enter information pertaining to complaints made by participants against providers providing services to them, against DHS county offices pertaining to their financial eligibility determination, against their own staff or targeted case managers working with them, or participant complaints pertaining to their medical need/level of care eligibility determination. Information that is entered into the database includes the complaint source and his/her contact information, participant information, person or provider against whom the complaint is being made, the person who received the complaint, the person to whom the complaint is assigned for investigation, the complaint being made, and the action taken relative to investigation findings. The following reports information, if available, is maintained in the Autism Waiver Database for each complaint/grievance can be generated from this database:~~

- ~~• The name and contact information of the individual that submitted the complaint/grievance~~
 - ~~• The beneficiary/ies involved in the complaint/grievance~~
 - ~~• The individual against whom the complaint/grievance is made, and, if applicable, the Autism Waiver service provider for whom they provide services~~
 - ~~• Vendor staff who initially received the complaint/grievance~~
 - ~~• Vendor staff assigned to investigate~~
 - ~~• A summary of the complaint/grievance~~
 - ~~• The investigation findings~~
 - ~~• All actions taken relative to investigation findings~~
- ~~1.) Complaint Report for each complaint received;~~
 - ~~2.) Completed complaint processing form for each complaint received.~~
 - ~~3.) Complaints received listing person/provider names sorted by date received;~~
 - ~~4.) Listing of complaints received for specific providers sorted by date received;~~
 - ~~5.) Total counts per provider of complaints received sorted alphabetically by provider name;~~
 - ~~6. Total counts of complaints received grouped by month/year;~~
 - ~~7.) Total counts of complaints received by county;~~
 - ~~8.) Total counts of complaints received for waiver providers grouped by service name;~~
 - ~~9.) Total counts of complaints received for specific providers;~~
 - ~~10.) Complaints completed listing names/providers for whom/which the complaints have been made grouped by waiver service name;~~
 - ~~11.) Provider totals of complaints completed sorted alphabetically by provider name;~~
 - ~~12.) Total counts of complaints completed grouped by month/year.~~

~~The complaint database was developed for tracking complaints; providing trends; and monitoring access, quality of care, health, and welfare.~~

Appendix G: Participant Safeguards

Appendix G-1: Response to Critical Events or Incidents

a. Critical Event or Incident Reporting and Management Process. Indicate whether the state operates Critical Event or Incident Reporting and Management Process that enables the state to collect information on sentinel events occurring in the waiver program. *Select one:*

- ☒ **Yes. The state operates a Critical Event or Incident Reporting and Management Process** (complete Items b through e)
- ☐ **No. This Appendix does not apply** (do not complete Items b through e)
- If the state does not operate a Critical Event or Incident Reporting and Management Process, describe the process that the state uses to elicit information on the health and welfare of individuals served through the program.

b. State Critical Event or Incident Reporting Requirements. Specify the types of critical events or incidents (including alleged abuse, neglect and exploitation) that the state requires to be reported for review and follow-up action by an appropriate authority, the individuals and/or entities that are required to report such events and incidents and the timelines for reporting. State laws, regulations, and policies that are referenced are available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

The focal point for incident management in Arkansas is Child Protective Services (CPS), which is located in the Division of Children and Family Services (DCFS). CPS works with a legislative mandate to accept reports, investigate, substantiate and resolve incidents of abuse, neglect and exploitation of children in Arkansas. The Arkansas Child Maltreatment Act, Ark. Code Ann. § 12-18-101, et seq., defines those acts that are considered child abuse, neglect, and exploitation. The Arkansas Child Maltreatment Act also defines who is a mandatory reporter of child abuse, neglect, and exploitation. Mandatory reporters under the Arkansas Child Maltreatment Act include without limitation All DDS staff, staff of DDS's contracted vendor ("Vendor") staff, Autism Waiver providers and their staff, and all enrolled Medicaid providers anyone receiving reimbursement for work with a Medicaid participant are identified in the law at Arkansas Code Title 12 Chapter 18, the Child Maltreatment Act, as mandatory reporters. The Division of Children and Family Services ("DCFS"), Child Protective Services unit operates the Arkansas Child Maltreatment Hotline, which is used by mandatory reporters and the general public to report alleged child abuse, neglect, and exploitation. Mandatory reporters are required by law to report incidents of child abuse, neglect, and exploitation to the Arkansas Child Maltreatment Hotline immediately upon discovery.

The Department of Human Services (DHS) has a department wide database to report incidents throughout the ten Divisions (including the Division of Developmental Disabilities Services, Division of Medical Services, Division of Children and Family Services, Division of County Operations and others) that affect the health and welfare of program participants. This Incident Reporting System (IRIS) is used to document incidents in real time and has the ability to generate management reports quickly and efficiently. Incidents that have, or are expected to, receive media attention are to be reported via telephone to the DHS Communications Director within one hour, regardless of the hour. Incidents regarding suicide, death from adult abuse, maltreatment or exploitation, or serious injury are to be reported to the DHS Chief Counsel via telephone within one hour, regardless of the hour. An investigation must begin within two business days of the incident following DHS Policy 1106.0. A formal report on IRIS must be submitted no later than the end of the second business day following the incident.

The Arkansas Child Maltreatment Hotline must accept reports of alleged maltreatment. If the nature of a child maltreatment report (Priority I or II) suggests that a child is in immediate risk, the investigation will begin immediately or as soon as possible. DCFS has jurisdiction to investigate all cases of child maltreatment in conjunction with Arkansas State Police Crimes Against Children Division (CACD) who is responsible to assess most Priority I allegations of child maltreatment. DCFS is responsible for ensuring the health and safety of the children even if the primary responsibility for the investigation belongs to CACD. The DHS County Supervisor/designee assigns the report to a Family Service Worker(s) or a Unit Group who will conduct the assessment. The Family Service Worker will begin the Child Maltreatment Assessment immediately and no later than 24 hours after receipt of report by the Hotline, if severe maltreatment (Priority I) is indicated. All other Child Maltreatment Assessments must begin within 72 hours of the report. A Health and Safety Assessment is completed in conjunction with the Child Maltreatment Assessment. An investigative determination shall be made within thirty days. If the circumstances of the child present an immediate danger of severe maltreatment, the Family Service Worker will take the child into protective custody for up to 72 hours.

~~DDS's~~ The Division of Developmental Disabilities Service's ("DDS") contracted vendor ("Vendor") reviews and evaluates all incident reports involving ~~a participant in the delivery of~~ Autism Waiver services to ensure correct procedures and timeframes are followed. In the event Autism Waiver service provider staff has failed to notify proper authorities such as the Child Abuse Hotline, or the police department, ~~DDS's contracted v~~Vendor ensures the notifications are made immediately. If an incident warrants investigation, ~~DDS's contracted v~~Vendor investigates and submits findings of the review to ~~the~~ DDS. ~~The contracted v~~Vendor also notifies the Autism Waiver service pprovider involved.

The Autism Waiver service provider is required to submit a plan of correction to DDS through ~~its contracted v~~Vendor, who ~~will~~ performs necessary follow-up to monitor progress toward compliance.

Additionally, DHS Incident Reporting Policy #1090 identifies those specific critical incidents that Autism Waiver service providers are required to report to Vendor. Critical incidents are reported to Vendor by Autism Waiver service providers through the Autism Waiver Database portal. The list of critical incidents must be reported if they occur as part of the delivery of Autism Waiver services:

- A significant injury to, or death of, a beneficiary;
- Serious injury to a beneficiary;
- Threatened or attempted suicide of a beneficiary;
- The arrest or conviction of a beneficiary;
- Any situation where the location of beneficiary is unknown and cannot be determined within two (2) hours;
- Maltreatment or abuse as defined in Arkansas Child Maltreatment Act or Arkansas Adult Maltreatment Act; and
- Any other violation of a beneficiary's rights which jeopardizes the beneficiary's health or quality of life (which includes restraints, restrictive interventions, and seclusion).

DHS Policy #1090 requires Autism Waiver providers to report to the DHS Communications Director via telephone within one (1) hour, regardless of the hour, any critical incidents that receive or are expected to receive media attention. Critical incidents involving suicide, death from abuse, maltreatment, exploitation, or serious injury are to be reported to the DHS Chief Counsel via telephone within one (1) hour, regardless of the hour. All other critical incidents are required to be reported to Vendor no later than the end of the second business day following the critical incident. Deaths and critical incidents are reported as received by DDS's contracted vendor to DDS.

Incidents are reported using the IRIS system, the Child Abuse Hotline or the Incident Report Form DHS 1910. The Incident Report Form DHS 1910 is used in the absence of computer transmission capability. The forms are transmitted to the appropriate Division contact (for Autism Waiver participants it is DDS's contracted vendor) for entry into IRIS.

Incidents of child abuse called into the Child Abuse Hotline are investigated by the Arkansas State Police CACD.

Incidents of child maltreatment reported using the IRIS system or the Incident Report Form DHS 1910 are investigated by the Division of Children and Family Services (DCFS) with some information shared between DCFS and DDS's contracted vendor if the report involves an Autism Waiver participant.

Any other incidents that may affect the health and safety of Autism Waiver participants and occurrences that interrupt or prevent the delivery of Autism Waiver services must be reported to DDS, through its contracted vendor.

DDS's contracted vendor will be given access to IRIS to query incidents reported for Autism Waiver participants. DDS's contracted vendor will use the IRIS database to monitor incidents for participants in the Autism Waiver program and will address any concerns according to the following timeframes:

As soon as the incident report is received by DDS's contracted vendor, it must be reviewed and prioritized. DDS Policy 1091 requires that investigations begin within 24 hours (next business day) from time of receipt.

Within five working days from the start of the investigation, telephone contact with the complainant is required. If unable to contact by telephone and the complainant is known, a certified letter is sent to the complainant requesting the complainant contact DDS's contracted vendor within three working days of the date of the letter.

Within ten working days of receipt of the report, DDS's contracted vendor must gather information and complete their investigation. If timely contact with the involved parties is not possible, the process may be extended an additional ten days.

~~Within fifteen working days of completion of the investigation, DDS's contracted vendor must submit a written report to the affected entity (if applicable) and DDS.~~

~~Within five working days of receipt of the written report, the affected entity may request a meeting with DDS or its contracted vendor to discuss the findings. If DDS or its contracted vendor determines there is credible evidence to support the complaint, DDS's contracted vendor will request a time bound plan of correction and ensure necessary follow-up to monitor progress toward compliance.~~

~~All critical incidents reported to DDS's contracted vendor (regardless of type) are reviewed, triaged and prioritized within 24 working hours. In instances of alleged abuse or neglect, there is immediate referral to the applicable Arkansas Protective Services Agencies with deferral to these constraining requirements (in accordance with their policies). Specific to critical internal incidents, the completion timeframe is within 10 working days. Exceptions may occur if circumstances justify an extension. All extensions will be monitored with the annual report to DDS and will identify any system problems that may require policy changes. All internal issues are investigated by DDS's contracted vendor with a report to DDS for final approval.~~

- c. Participant Training and Education.** Describe how training and/or information is provided to participants (and/or families or legal representatives, as appropriate) concerning protections from abuse, neglect, and exploitation, including how participants (and/or families or legal representatives, as appropriate) can notify appropriate authorities or entities when the participant may have experienced abuse, neglect or exploitation.

~~A Division of Children and Family Services, Child Protective Services unit ("CPS") brochure developed and provided by the Child Protective Services (CPS) Unit containing information on what constitutes abuse, the signs and symptoms of abuse, the persons required to report abuse, and how reports of abuse should be made is provided to the parent/guardian of each Autism Waiver applicant and his/her family when initial contact is made by DDS's contracted vendor. Duplicate copies of the brochure are available should if additional copies be are needed to provide to the applicant's/participant's for other family members or friends. The brochure includes information on what constitutes abuse, the signs and symptoms of abuse, the persons required to report abuse, and how reports should be made.~~

~~The Autism Waiver Coordinator employed by DDS's contracted reviewer also reviews with the parent/guardian during on-site visits to conduct the level of care evaluation and each annual level of care reevaluation the information contained in the CPS brochure with participants/family members in annual contacts after participation in the Autism Waiver program begins. Duplicate copies of the brochure are available.~~

- d. Responsibility for Review of and Response to Critical Events or Incidents.** Specify the entity (or entities) that receives reports of critical events or incidents specified in item G-1-a, the methods that are employed to evaluate such reports, and the processes and time-frames for responding to critical events or incidents, including conducting investigations.

~~DDS's contracted vendor will have access to the IRIS database. All relevant information about Autism Waiver participants is reviewed by DDS's contracted vendor staff designated to do so. The Division of Children and Family Services ("DCFS"), Child Protective Services unit operates the Arkansas Child Maltreatment Hotline which is used by mandatory reporters and the general public to report alleged child maltreatment. DCFS has a legislative mandate to accept reports, investigate, substantiate, and resolve incidents of child abuse, neglect, and exploitation in Arkansas. DCFS has jurisdiction to investigate all cases of child maltreatment in conjunction with the Arkansas State Police Crimes Against Children Division ("CACD"). Generally, CACD investigates Priority I child maltreatment allegations and DCFS investigates Priority II child maltreatment allegations. DCFS is responsible for ensuring the health and safety of the children regardless of which agency is conducting the investigation.~~

~~A child maltreatment investigation will begin no later than twenty-four (24) hours after receipt of the report if severe maltreatment (Priority I) is indicated. All other child maltreatment investigations must begin within seventy-two (72) hours of receipt of the report. An investigative determination must be made within thirty (30) days. If the circumstances of the child present an immediate danger of severe maltreatment, DCFS will take the child into protective custody for up to seventy-two (72) hours.~~

~~Autism Waiver service providers are also required to report the occurrence of those critical incidents listed in DHS Policy # 1090. Autism Waiver providers report the occurrence of these critical incidents to DDS's contracted vendor ("Vendor") through the Autism Waiver Database portal which has a tab used for critical incident reporting. Information from all complaints entered into the complaint database, including information on resolution of the incidents is reviewed by DDS's contracted vendor staff. Results of these complaint reviews that identify a situation in which the Autism Waiver participant was compromised are further investigated with appropriate action taken, if necessary. The complaint database will generate monthly and annual reports to the program administrator for DDS's contracte vendor, who reviews these reports to identify patterns and make systematic corrections when necessary.~~

As soon as the critical incident report is entered into the Autism Waiver Database or otherwise received by Vendor, it must be reviewed, substantiated, and prioritized. In the event Autism Waiver service provider staff has failed to notify proper authorities such as the Arkansas Child Maltreatment Hotline, or the police department, Vendor ensures those notifications are immediately made. If Vendor determines a reported critical incident warrants investigation, the following timeframes apply to Vendor's investigation:

- Attempted telephone contact with the reporter is required by the next business day.
- Vendor must enter the investigation findings into the Autism Waiver Database upon completion.
- If determined necessary by DDS or Vendor, Vendor will request a plan of correction with a timeline of completion from the Autism Waiver service provider or parent/guardian involved and monitor the progress.

The participantparent/guardian and other relevant parties are informed of investigation results by telephone or in writing. Information from all critical incidents reported to Vendor are maintained in the Autism Waiver Database, including information on resolution of the critical incidents investigated by Vendor.

e. Responsibility for Oversight of Critical Incidents and Events. Identify the state agency (or agencies) responsible for overseeing the reporting of and response to critical incidents or events that affect waiver participants, how this oversight is conducted, and how frequently.

DDS's contracted vendor ("Vendor") will assumeis responsibility for compiling into a single report all complaint/grievance and critical incident reports involving Autism Waiver from all sources into a single source for review and action. DDS's contract and Vendor reviewer will review this single source the complaint/grievance and critical incident report at each quarterly meeting to identify patterns and make systematic corrections when necessary. Critical incidents and events are reviewed on a case-by-case basis by administrative staff. A monthly report is compiled based on incidents and events keyed into the Complaint Database.

Appendix G: Participant Safeguards

Appendix G-2: Safeguards Concerning Restraints and Restrictive Interventions (1 of 3)

a. Use of Restraints. (Select one): (For waiver actions submitted before March 2014, responses in Appendix G-2-a will display information for both restraints and seclusion. For most waiver actions submitted after March 2014, responses regarding seclusion appear in Appendix G-2-c.)

☒ **The state does not permit or prohibits the use of restraints**

Specify the state agency (or agencies) responsible for detecting the unauthorized use of restraints and how this oversight is conducted and its frequency:

The Autism Waiver Coordinator employed or contracted by DDS's contracted vendor ("Vendor"), the Clinical Services Specialist ("CSS") employed or contracted by the Consultative Clinical and Therapeutic service provider, and the Interventionist employed or contracted by the selected community service providerConsultant are all responsible for monitoring forthe unauthorized use of restraints or seclusion as treatment/intervention strategies during regular contact with participants. Autism Waiver Coordinators and Interventionists will have at least monthly contact with participantsbeneficiaries and Clinical Services Specialiststhe CSS will have at least quarterly contact with participantsbeneficiaries. Information about the prohibition onf the use of restraints and seclusion will beis included in the training of all Autism Waiver service providers staff and in the program descriptioninformation provided to parents/guardians as part of Autism Waiver enrollment and level of care evaluation process. If there is any report of the use of restraintsthe unauthorized techniques, an immediate investigation will be conducted by the Autism Waiver Coordinator and appropriate action taken to ensure that their use of restraints is immediately discontinued.

The only use of physical restraintintervention allowable under theis program Autism Waiver is as an emergency intervention to protect the safety of the beneficiary or another personchild. An "emergency" is defined as a situation which poses imminent risk of injury to the beneficiarychild or another person. Physical interventionrestraint is allowable only during the context of the emergency and only for the duration of that emergency. It cannot be used as a contingent punitive consequence for non-cooperative or non-compliant behavior.

Prevention of unauthorized use of physical intervention in this Waiver program is a top priority. The documentation regarding this issue will be reviewed during 100% of the administrative on-site contacts. Additionally, any reports of such use via telephone will be followed with an on-site visit to discuss the situation, address the regulations of the

~~program, and develop a strategy to prevent future occurrence. This will be documented in the case notes and possibly in the individual treatment plan, if the situation reflects a need for modification of the plan.~~

~~The use of physical restraints as in an emergency intervention and any other use of restraints is considered a reportable critical incident, and must be reported by Autism Waiver service providers through the Autism Waiver Database. All providers and staff are mandated reports and must report all incidents of suspected abuse or neglect in accordance with state statute. Reports of the use of restraints are always investigated by Vendor to discuss the situation, address the requirements of the Autism Waiver, and develop a strategy to prevent future occurrences. DDS receives incident reports as applicable and incorporates them into the incident management system.~~

- ☐ **The use of restraints is permitted during the course of the delivery of waiver services.** Complete Items G-2-a-i and G-2-a-ii.

i. Safeguards Concerning the Use of Restraints. Specify the safeguards that the state has established concerning the use of each type of restraint (i.e., personal restraints, drugs used as restraints, mechanical restraints). State laws, regulations, and policies that are referenced are available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

ii. State Oversight Responsibility. Specify the state agency (or agencies) responsible for overseeing the use of restraints and ensuring that state safeguards concerning their use are followed and how such oversight is conducted and its frequency:

Appendix G: Participant Safeguards

Appendix G-2: Safeguards Concerning Restraints and Restrictive Interventions (2 of 3)

b. Use of Restrictive Interventions. (Select one):

- ☒ **The state does not permit or prohibits the use of restrictive interventions**

Specify the state agency (or agencies) responsible for detecting the unauthorized use of restrictive interventions and how this oversight is conducted and its frequency:

~~The Autism Waiver Coordinator employed or contracted by DDS's contracted vendor ("Vendor"), the Clinical Services Specialist ("CSS") employed or contracted by the Consultative Clinical and Therapeutic service provider, and the Interventionist employed or contracted by the selected Autism Waiver community service provider Consultant will be are all responsible for monitoring for the unauthorized use of restrictive interventions during regular contact with participants. The Autism Waiver Coordinator and Interventionist will have at least monthly contact with beneficiaries and the CSS will have at least quarterly contact with beneficiaries. Information about the prohibition on the use of restrictive interventions will be is included in the training of all Autism Waiver service providers staff and in the program description information provided to parents/guardians as part of Autism Waiver enrollment and level of care evaluation process. If there is any report of the use of these unauthorized techniques restrictive interventions, an immediate investigation will be conducted by the Autism Waiver Coordinator and appropriate action taken to ensure that their use of restrictive interventions is immediately discontinued.~~

~~The use of restrictive interventions is considered a reportable critical incident and must be reported by Autism Waiver service providers through the Autism Waiver Database. Reports of the use of restrictive interventions are always investigated by Vendor to discuss the situation, address the requirements of the Autism Waiver, and develop a strategy to prevent future occurrences.~~

- ☐ **The use of restrictive interventions is permitted during the course of the delivery of waiver services.** Complete Items G-2-b-i and G-2-b-ii.

i. Safeguards Concerning the Use of Restrictive Interventions. Specify the safeguards that the state has in effect concerning the use of interventions that restrict participant movement, participant access to other individuals, locations or activities, restrict participant rights or employ aversive methods (not including restraints or seclusion) to modify behavior. State laws, regulations, and policies referenced in the specification are available to CMS upon request through the Medicaid agency or the operating agency.

ii. State Oversight Responsibility. Specify the state agency (or agencies) responsible for monitoring and overseeing the use of restrictive interventions and how this oversight is conducted and its frequency:

Appendix G: Participant Safeguards

Appendix G-2: Safeguards Concerning Restraints and Restrictive Interventions (3 of 3)

c. Use of Seclusion. (Select one): (This section will be blank for waivers submitted before Appendix G-2-c was added to WMS in March 2014, and responses for seclusion will display in Appendix G-2-a combined with information on restraints.)

- ☒ **The state does not permit or prohibits the use of seclusion**

Specify the state agency (or agencies) responsible for detecting the unauthorized use of seclusion and how this oversight is conducted and its frequency:

The Autism Waiver Coordinator employed by DDS's contracted vendor ("Vendor"), the Clinical Services Specialist ("CSS") employed or contracted by the Consultative Clinical and Therapeutic service provider, and the Interventionist employed or contracted by the selected Autism Waiver community service provider Consultant will be are all responsible for monitoring for the unauthorized use of seclusion during regular contact with participants. The Autism Waiver Coordinator and Interventionist will have at least monthly contact with beneficiaries and the CSS will have at least quarterly contact with beneficiaries. Information about the prohibition of the use of seclusion will be is included in the training of all Autism Waiver community service providers staff and in the program description information provided to parents/guardians as part of Autism Waiver enrollment and level of care evaluation process. If there is any report of the use of these unauthorized techniques, seclusion an immediate investigation will be conducted by the Autism Waiver Coordinator and appropriate action taken to ensure that their use of seclusion is immediately discontinued.

The use of seclusion is considered a reportable critical incident and must be reported by Autism Waiver service providers through the Autism Waiver Database. Reports of the use of seclusion are always investigated by Vendor to discuss the situation, address the requirements of the Autism Waiver, and develop a strategy to prevent future occurrences.

- ☐ **The use of seclusion is permitted during the course of the delivery of waiver services.** Complete Items G-2-c-i and G-2-c-ii.

i. Safeguards Concerning the Use of Seclusion. Specify the safeguards that the state has established concerning the use of each type of seclusion. State laws, regulations, and policies that are referenced are available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

ii. State Oversight Responsibility. Specify the state agency (or agencies) responsible for overseeing the use of seclusion and ensuring that state safeguards concerning their use are followed and how such oversight is conducted and its frequency:

Appendix G: Participant Safeguards

Appendix G-3: Medication Management and Administration (1 of 2)

This Appendix must be completed when waiver services are furnished to participants who are served in licensed or unlicensed living arrangements where a provider has round-the-clock responsibility for the health and welfare of residents. The Appendix does not need to be completed when waiver participants are served exclusively in their own personal residences or in the home of a family member.

a. Applicability. Select one:

- ☒ **No. This Appendix is not applicable** (do not complete the remaining items)
- ☐ **Yes. This Appendix applies** (complete the remaining items)

b. Medication Management and Follow-Up

- i. Responsibility.** Specify the entity (or entities) that have ongoing responsibility for monitoring participant medication regimens, the methods for conducting monitoring, and the frequency of monitoring.

- ii. Methods of State Oversight and Follow-Up.** Describe: (a) the method(s) that the state uses to ensure that participant medications are managed appropriately, including: (a) the identification of potentially harmful practices (e.g., the concurrent use of contraindicated medications); (b) the method(s) for following up on potentially harmful practices; and, (c) the state agency (or agencies) that is responsible for follow-up and oversight.

Appendix G: Participant Safeguards

Appendix G-3: Medication Management and Administration (2 of 2)

c. Medication Administration by Waiver Providers

Answers provided in G-3-a indicate you do not need to complete this section

- i. Provider Administration of Medications.** Select one:

- ☐ **Not applicable.** (do not complete the remaining items)
- ☐ **Waiver providers are responsible for the administration of medications to waiver participants who cannot self-administer and/or have responsibility to oversee participant self-administration of medications.** (complete the remaining items)

- ii. State Policy.** Summarize the state policies that apply to the administration of medications by waiver providers or waiver provider responsibilities when participants self-administer medications, including (if applicable) policies concerning medication administration by non-medical waiver provider personnel. State laws, regulations, and policies referenced in the specification are available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

iii. Medication Error Reporting. *Select one of the following:*

- ☐ **Providers that are responsible for medication administration are required to both record and report medication errors to a state agency (or agencies).**

Complete the following three items:

(a) Specify state agency (or agencies) to which errors are reported:

(b) Specify the types of medication errors that providers are required to *record*:

(c) Specify the types of medication errors that providers must *report* to the state:

- ☐ **Providers responsible for medication administration are required to record medication errors but make information about medication errors available only when requested by the state.**

Specify the types of medication errors that providers are required to record:

iv. State Oversight Responsibility. Specify the state agency (or agencies) responsible for monitoring the performance of waiver providers in the administration of medications to waiver participants and how monitoring is performed and its frequency.

Appendix G: Participant Safeguards

Quality Improvement: Health and Welfare

As a distinct component of the States quality improvement strategy, provide information in the following fields to detail the States methods for discovery and remediation.

a. Methods for Discovery: Health and Welfare

The state demonstrates it has designed and implemented an effective system for assuring waiver participant health and welfare. (For waiver actions submitted before June 1, 2014, this assurance read "The State, on an ongoing basis, identifies, addresses, and seeks to prevent the occurrence of abuse, neglect and exploitation.")

i. Sub-Assurances:

- a. Sub-assurance:** *The state demonstrates on an ongoing basis that it identifies, addresses and seeks to prevent instances of abuse, neglect, exploitation and unexplained death. (Performance measures in this sub-assurance include all Appendix G performance measures for waiver actions submitted before June 1, 2014.)*

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of critical incidents involving beneficiary abuse, neglect, exploitation, and unexplained death that were reported within required time frames. Numerator: Number of critical incidents involving beneficiary abuse, neglect, exploitation, and unexplained death that were reported within required time frames; Denominator: Number of reported critical incidents involving beneficiary abuse, neglect, exploitation, and unexplained death reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Case Record Review Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ 100% Review
☒ ☐ Operating Agency	☐ Monthly	☐ Less than 100% Review
☐ Sub-State Entity	☒ ☐ Quarterly	☐ Representative Sample Confidence Interval =
☐ ☒ Other Specify: DDS contracted vendor	☐ Annually	☐ Stratified Describe Group:
	☐ ☒ Continuously and Ongoing	☐ Other Specify:
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ ☒ Monthly
☐ Sub-State Entity	☒ Quarterly

☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

Performance Measure:

Number and percent of ~~participant~~ client service records ~~reviewed where that documented the participant and/or family or parent/legal guardian~~ received information about how to identify and report abuse, neglect, exploitation and other critical incidents ~~as specified in the waiver application~~. Numerator: ~~N~~number of ~~participants~~ client service records that documented the parent/guardian receiving information ~~on~~ about how to identify and report abuse, neglect, exploitation and critical incidents; Denominator: ~~N~~number of client service records reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Case Record Review Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ ~~100% Review~~
☒ ~~Operating Agency~~	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of beneficiaries who had active plans of care during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ ☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☐ ☒ Other Specify: ~~DDS contracted vendor~~	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

Performance Measure:

Number and percent of critical incident reports involving unexplained, suspicious and untimely client abuse, neglect, exploitation, and unexplained deaths that were for which review addressed within required timeframes investigation resulted in the identification of unpreventable and preventable causes. Numerator: number of critical incident reports involving client abuse, neglect, exploitation, and unexplained deaths that were reviewed/addressed within required timeframes unpreventable causes; Denominator: number of critical incident reports involving client abuse, neglect, exploitation, and unexplained deaths.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Unexpected Death Report~~ Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ 100% Review
☒ ☐ Operating Agency	☐ Monthly	☐ Less than 100% Review
☐ Sub-State Entity	☒ ☐ Quarterly	☐ Representative Sample Confidence Interval =
☐ ☒ Other Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☐ ☒ Continuously and Ongoing	☐ Other Specify:
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ ~~State Medicaid Agency~~	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☐ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

Performance Measure:

~~Number and percent of critical incident requiring review/investigation where the state adhered to follow-up methods as specified. Numerator: number of critical incident reviews/investigations that had appropriate follow-up; Denominator: number of critical incidents reviewed.~~

Data Source (Select one):

~~Other~~

If 'Other' is selected, specify:

~~Case Record Review~~

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
~~State Medicaid Agency~~	~~Weekly~~	~~100% Review~~
~~Operating Agency~~	~~Monthly~~	~~Less than 100% Review~~
~~Sub-State Entity~~	~~Quarterly~~	~~Representative Sample Confidence Interval=~~
~~Other~~ Specify: ~~DDS contracted vendor~~	~~Annually~~	~~Stratified~~ ~~Describe Group:~~
	~~Continuously and Ongoing~~	~~Other~~ ~~Specify:~~
	~~Other~~ ~~Specify:~~	

Data Aggregation and Analysis:

Responsible Party for data-aggregation and analysis (check each that applies):	Frequency of data-aggregation and analysis (check each that applies):
State Medicaid Agency	Weekly
Operating Agency	Monthly
Sub-State Entity	Quarterly
Other Specify: DDS contracted vendor	Annually
	Continuously and Ongoing
	Other Specify:

Performance Measure:

Number and percent of critical incident reviews/investigations that were initiated and completed according to program policy and state law. Numerator: Number of critical incident investigations initiated/completed according to policy/law; Denominator: Number of critical incidents reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Case Record Review

Responsible Party for data-collection/generation (check each that applies):	Frequency of data-collection/generation (check each that applies):	Sampling Approach (check each that applies):
State Medicaid Agency	Weekly	100% Review
Operating Agency	Monthly	Less than 100% Review
Sub-State Entity	Quarterly	Representative Sample Confidence Interval=
Other Specify: DDS contracted vendor	Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data-aggregation and analysis (check each that applies):	Frequency of data-aggregation and analysis (check each that applies):
State Medicaid Agency	Weekly
Operating Agency	Monthly
Sub-State Entity	Quarterly
Other Specify:	Annually
	Continuously and Ongoing
	Other Specify:

Performance Measure:

Number of substantiated complaints. Numerator: number of substantiated complaints; Denominator: Number of complaints

Data Source (Select one):**Other**

If 'Other' is selected, specify:

Complaint Database

Responsible Party for data-collection/generation (check each that applies):	Frequency of data-collection/generation (check each that applies):	Sampling Approach (check each that applies):
State Medicaid Agency	Weekly	100% Review
Operating Agency	Monthly	Less than 100% Review
Sub-State Entity	Quarterly	Representative Sample Confidence Interval=
Other Specify: DDS contracted-vendor	Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data-aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
State Medicaid Agency	Weekly
Operating Agency	Monthly
Sub-State Entity	Quarterly
Other Specify: DDS contracted vendor	Annually
	Continuously and Ongoing
	Other Specify:

Performance Measure:

Number and percent of complaints addressed within required timeframe. Numerator: number of complaints addressed in required timeframe; Denominator: Number of complaints

Data Source (Select one):

Other

If 'Other' is selected, specify:

Complaint database

Responsible Party for data-collection/generation (check each that applies):	Frequency of data-collection/generation (check each that applies):	Sampling Approach (check each that applies):
State Medicaid Agency	Weekly	100% Review
Operating Agency	Monthly	Less than 100% Review
Sub-State Entity	Quarterly	Representative Sample Confidence Interval =
Other Specify: DDS contracted vendor	Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data-aggregation and analysis (check each that applies):	Frequency of data-aggregation and analysis (check each that applies):
State Medicaid Agency	Weekly
Operating Agency	Monthly
Sub-State Entity	Quarterly
Other Specify: DDS contracted vendor	Annually
	Continuously and Ongoing
	Other Specify:

- b. *Sub-assurance: The state demonstrates that an incident management system is in place that effectively resolves those incidents and prevents further similar incidents to the extent possible.*

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of critical incidents and complaints requiring investigation that were initiated and completed in accordance with waiver procedures and state law. Numerator: number of critical incidents and complaints requiring investigation that were initiated and completed in accordance with waiver procedures and state law; Denominator: number of critical incidents and complaints requiring investigation.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Autism Waiver Database

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☐ State Medicaid Agency	☐ Weekly	☒ 100% Review
☒ Operating Agency	☐ Monthly	☐ Less than 100% Review

☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>	☐ <u>Representative Sample</u> <u>Confidence Interval =</u>
☐ <u>Other</u> <u>Specify:</u>	☐ <u>Annually</u>	☐ <u>Stratified</u> <u>Describe Group:</u>
	☐ <u>Continuously and Ongoing</u>	☐ <u>Other</u> <u>Specify:</u>
	☐ <u>Other</u> <u>Specify:</u>	

Data Aggregation and Analysis:

<u>Responsible Party for data aggregation and analysis (check each that applies):</u>	<u>Frequency of data aggregation and analysis (check each that applies):</u>
☒ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>
☐ <u>Other</u> <u>Specify:</u>	☐ <u>Annually</u>
	☐ <u>Continuously and Ongoing</u>
	☐ <u>Other</u> <u>Specify:</u>

Performance Measure:

Number and percent of critical incidents and complaints requiring investigation where there was appropriate follow-up. Numerator: number of critical incidents and complaints requiring investigation where there was appropriate follow-up; Denominator: number of critical incidents and complaints requiring investigation.

Data Source (Select one):**Other**

If 'Other' is selected, specify:

Autism Waiver Database

<u>Responsible Party for data collection/generation (check each that applies):</u>	<u>Frequency of data collection/generation (check each that applies):</u>	<u>Sampling Approach (check each that applies):</u>
☐ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>	☒ <u>100% Review</u> ☐
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>	☐ <u>Less than 100% Review</u>

☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>	☐ <u>Representative Sample</u> <u>Confidence Interval =</u>
☐ <u>Other</u> <u>Specify:</u>	☐ <u>Annually</u>	☐ <u>Stratified</u> <u>Describe Group:</u>
	☐ <u>Continuously and Ongoing</u>	☐ <u>Other</u> <u>Specify:</u>
	☐ <u>Other</u> <u>Specify:</u>	

Data Aggregation and Analysis:

<u>Responsible Party for data aggregation and analysis (check each that applies):</u>	<u>Frequency of data aggregation and analysis (check each that applies):</u>
☒ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>
☐ <u>Other</u> <u>Specify:</u>	☐ <u>Annually</u>
	☐ <u>Continuously and Ongoing</u>
	☐ <u>Other</u> <u>Specify:</u>

- c. ***Sub-assurance: The state policies and procedures for the use or prohibition of restrictive interventions (including restraints and seclusion) are followed.***

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of provider files that have policies, procedures, and training in place to demonstrate the prohibition on the use of restrictive interventions and seclusion. Numerator: number of provider files that have policies, procedures, and training in place to demonstrate the prohibition on the use of restrictive interventions and seclusion; Denominator: number of provider files reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Autism Waiver Database

<u>Responsible Party for data collection/generation</u> (check each that applies):	<u>Frequency of data collection/generation</u> (check each that applies):	<u>Sampling Approach</u> (check each that applies):
☐ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>	☐ <u>100% Review</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>	☒ <u>Less than 100% Review</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>	☐ <u>Representative Sample</u> Confidence Interval =
☐ <u>Other</u> Specify:	☐ <u>Annually</u>	☐ <u>Stratified</u> Describe Group:
	☐ <u>Continuously and Ongoing</u>	☒ <u>Other</u> Specify: A sample size of providers that served clients during the quarter under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.
	☐ <u>Other</u> Specify:	

Data Aggregation and Analysis:

<u>Responsible Party for data aggregation and analysis</u> (check each that applies):	<u>Frequency of data aggregation and analysis</u> (check each that applies):
☒ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>
☐ <u>Other</u> Specify:	☐ <u>Annually</u>
	☐ <u>Continuously and Ongoing</u>
	☐ <u>Other</u> Specify:

- d. **Sub-assurance:** *The state establishes overall health care standards and monitors those standards based on the responsibility of the service provider as stated in the approved waiver.*

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of waiver providers who meet and adhered to state health care standards established in requirements upon review. Numerator: Number of waiver providers who meet and adhered to state health care standards established in licensure requirements upon review; Denominator: Number of waiver provider files reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Autism Waiver Database

<u>Responsible Party for data collection/generation</u> <i>(check each that applies):</i>	<u>Frequency of data collection/generation</u> <i>(check each that applies):</i>	<u>Sampling Approach</u> <i>(check each that applies):</i>
☐ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>	☐ <u>100% Review</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>	☒ <u>Less than 100% Review</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>	☐ <u>Representative Sample</u> Confidence Interval =
☐ <u>Other</u> Specify:	☐ <u>Annually</u>	☐ <u>Stratified</u> Describe Group:
	☐ <u>Continuously and Ongoing</u>	☒ <u>Other</u> Specify: A sample size of providers that served beneficiaries during the quarter under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.
	☐ <u>Other</u> Specify:	

Data Aggregation and Analysis:

<u>Responsible Party for data aggregation and analysis (check each that applies):</u>	<u>Frequency of data aggregation and analysis (check each that applies):</u>
☒ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>
☐ <u>Other</u> <u>Specify:</u>	☐ <u>Annually</u>
	☐ <u>Continuously and Ongoing</u>
	☐ <u>Other</u> <u>Specify:</u>

- ii. If applicable, in the textbox below provide any necessary additional information on the strategies employed by the State to discover/identify problems/issues within the waiver program, including frequency and parties responsible.

DDS's contracted vendor ("Vendor") maintains in the Autism Waiver Database all Autism Waiver complaints/grievances and critical incidents reported from any source along with any applicable findings and supporting documentation provided upon submission or collected during an investigation. DDS and Vendor review and discuss each reported complaint/grievance and critical incident from the prior quarter at each quarterly meeting, and address problems discovered, corrective actions plans, and any other remediation efforts that are deemed necessary after review. A special meeting between DDS and Vendor may be held immediately to discuss and act upon a complaint/grievance or critical incident if necessary due to the seriousness of the situation. The discussions and resulting plans are then reviewed, discussed, and finalized at the quarterly meeting between DMS and DDS.

DMS has final approval of any remediation efforts or systematic changes that are the result of complaint/grievance and critical incident reviews.

Arkansas addresses this assurance with a three-step process that involves chart review, ongoing communication with Child Protective Services (CPS), and DDS audits of Waiver participants' records. Monthly chart reviews are performed by DDS's contracted vendor to assure that they report incidences of abuse or neglect, that safety and protection are addressed at initial assessment and periodic reassessment, and reported in the Chart Review Summary Report. CPS reports specific cases of abuse and neglect affecting Waiver participants to Waiver staff. And finally, findings are reported to DDS.

DDS's contracted vendor maintains a complaint database to track complaints of all types, including abuse and neglect reports.

The IRIS system is used by DDS's contracted vendor to report incidents involving state staff, including incidents that involve abuse and neglect of Waiver participants.

DDS's contracted vendor is required to review the CPS information with participants and other parties of interest during each assessment and reassessment process. Compliance with this requirement is documented on the Plan of Care (POC) in each chart. Compliance is a part of the chart review and annual reporting process.

The process for reporting child maltreatment, as established in Arkansas Code Title 12 Chapter 18, the Child Maltreatment Act, is that anyone who has reasonable cause to suspect that a child has been subjected to abuse, sexual abuse, neglect, sexual exploitation or abandonment by the caregiver of the child (a parent, guardian, custodian, or foster parent) is responsible for making a report to the Arkansas Child Abuse Hotline at 1-800-482-5964. Mandatory reporters under state law include such individuals as physicians, nurses, social workers, psychologists, therapists, teachers, counselors, etc. In addition to those persons and officials required to report suspected child maltreatment, any other person may make a report if the person has reasonable cause to suspect that a child has been abused or neglected.

Policy requires compliance and mandates DHS staff report alleged abuse to Child Protective Services. All reports of alleged abuse, follow ups and all actions taken to investigate the alleged abuse, along with all reports to CPS-

~~must be documented in the participant's chart. Chart reviews include verification of this requirement and are included on the annual report.~~

~~DMS's compliance unit can conduct a review of any billing processes under the Waiver.~~

b. Methods for Remediation/Fixing Individual Problems

- i. Describe the States method for addressing individual problems as they are discovered. Include information regarding responsible parties and GENERAL methods for problem correction. In addition, provide information on the methods used by the state to document these items.

~~DDS and its contracted vendor meet quarterly to discuss and address problems related to participant health and welfare, as well as problem correction and remediation. The contract between DDS and its contracted vendor includes measures related to Waiver participant health and welfare. If issues within the Autism Waiver are discovered upon review of a reported complaint/grievance or critical incident, then DMS, DDS, and DDS's contracted vendor ("Vendor") will discuss the appropriate remediation on a case-by-case basis. Discussion will typically take place during regularly scheduled quarterly meetings, unless a more immediate meeting is required.~~

~~Remediation efforts will depend on the issue and surrounding circumstances and may include without limitation corrective action plans, training, recoupments, system design changes, revocation of provider certification, the parent/guardian selecting a new community Autism Waiver service provider, and the disenrollment of a beneficiary from the Autism Waiver. The manner and method of how each remediation effort will be monitored and tracked and the party directly responsible will be determined prior to implementation.~~

~~The party directly responsible will usually depend on the remediation effort implemented. Vendor will typically be responsible for implementing and monitoring corrective action plans, trainings, revocation of provider certifications, and the disenrollment of beneficiaries from the Autism Waiver. DMS or DDS will typically be lead in remediation efforts involving recoupment and system design changes, or if the issue involves Vendor's responsibilities for accepting, monitoring, investigating, and tracking complaints/grievances and critical incidents. The status of each active remediation effort will be discussed at the quarterly meeting until completed or resolved.~~

~~Investigations, findings, and other aspects of remediation efforts conducted by Vendor in connection with Autism Waiver clients or service providers will be maintained in the Autism Waiver Database. Recoupments will be tracked by DMS and the Medicaid Management Information system. System design changes will be documented through amendment to the Autism Waiver. Finally, documentation related to remediations in connection with Vendor's performance under its contract will be maintained in the contract file.~~

~~Remediation efforts, in cases where clients or their family members or legal guardians have not received information about how to report abuse, neglect, exploitation or critical incidents, include providing the appropriate information to the client and family member or legal guardian upon discovery that this information has not previously been provided and providing additional training for DDS's contracted vendor staff.~~

~~In cases where critical incidents were not reported within required timeframes, DDS's contracted vendor provides remediation, including reporting the critical incident immediately upon discovery, and providing additional training and counseling to staff.~~

~~If critical incident reviews and investigations are not initiated and completed according to program policy and state law, remediation includes initiating and completing the investigation immediately upon discovery and providing additional training and counseling to staff. When appropriate follow up to critical incidents is not conducted according to methods discussed in the Waiver application, DDS's contracted vendor will provide immediate follow up to the incident and staff training as remediation.~~

~~DDS's contracted vendor provides remediation in cases of investigation and review of unexplained, suspicious and untimely deaths that did not result in identification of preventable and unpreventable causes to include staff and provider training, implementing additional services and imposing provider sanctions. DDS's contracted vendor plans a review of the Unexpected Death report to ensure that remediation of preventable deaths is captured and that remediation data is collected appropriately.~~

~~Remediation for complaints that were not addressed within required timeframes includes DDS's contracted vendor addressing the complaint immediately upon discovery and providing additional staff training.~~

~~The case record review tool captures and tracks remediation in all of these areas.~~

~~All substantiated incidents are investigated by the Program Director for DDS's contracted vendor or his/her designee.~~

ii. Remediation Data Aggregation**Remediation-related Data Aggregation and Analysis (including trend identification)**

Responsible Party(<i>check each that applies</i>):	Frequency of data aggregation and analysis(<i>check each that applies</i>):
☒ ☐ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ ☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: DDS contracted vendor	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

c. Timelines

When the State does not have all elements of the Quality Improvement Strategy in place, provide timelines to design methods for discovery and remediation related to the assurance of Health and Welfare that are currently non-operational.

- ☒ No
☐ Yes

Please provide a detailed strategy for assuring Health and Welfare, the specific timeline for implementing identified strategies, and the parties responsible for its operation.

Appendix H: Quality Improvement Strategy (1 of 3)

Under §1915(c) of the Social Security Act and 42 CFR §441.302, the approval of an HCBS waiver requires that CMS determine that the state has made satisfactory assurances concerning the protection of participant health and welfare, financial accountability and other elements of waiver operations. Renewal of an existing waiver is contingent upon review by CMS and a finding by CMS that the assurances have been met. By completing the HCBS waiver application, the state specifies how it has designed the waiver's critical processes, structures and operational features in order to meet these assurances.

- Quality Improvement is a critical operational feature that an organization employs to continually determine whether it operates in accordance with the approved design of its program, meets statutory and regulatory assurances and requirements, achieves desired outcomes, and identifies opportunities for improvement.

CMS recognizes that a state's waiver Quality Improvement Strategy may vary depending on the nature of the waiver target population, the services offered, and the waiver's relationship to other public programs, and will extend beyond regulatory requirements. However, for the purpose of this application, the state is expected to have, at the minimum, systems in place to measure and improve its own performance in meeting six specific waiver assurances and requirements.

It may be more efficient and effective for a Quality Improvement Strategy to span multiple waivers and other long-term care services. CMS recognizes the value of this approach and will ask the state to identify other waiver programs and long-term care services that are addressed in the Quality Improvement Strategy.

Quality Improvement Strategy: Minimum Components

The Quality Improvement Strategy that will be in effect during the period of the approved waiver is described throughout the waiver in the appendices corresponding to the statutory assurances and sub-assurances. Other documents cited must be available to CMS upon request through the Medicaid agency or the operating agency (if appropriate).

In the QIS discovery and remediation sections throughout the application (located in Appendices A, B, C, D, G, and I) , a state spells out:

- The evidence based discovery activities that will be conducted for each of the six major waiver assurances; and
- The *remediation* activities followed to correct individual problems identified in the implementation of each of the assurances.

In Appendix H of the application, a state describes (1) the *system improvement* activities followed in response to aggregated, analyzed discovery and remediation information collected on each of the assurances; (2) the correspondent *roles/responsibilities* of those conducting assessing and prioritizing improving system corrections and improvements; and (3) the processes the state will follow to continuously *assess the effectiveness of the OIS* and revise it as necessary and appropriate.

If the state's Quality Improvement Strategy is not fully developed at the time the waiver application is submitted, the state may provide a work plan to fully develop its Quality Improvement Strategy, including the specific tasks the state plans to undertake during the period the waiver is in effect, the major milestones associated with these tasks, and the entity (or entities) responsible for the completion of these tasks.

When the Quality Improvement Strategy spans more than one waiver and/or other types of long-term care services under the Medicaid state plan, specify the control numbers for the other waiver programs and/or identify the other long-term services that are addressed in the Quality Improvement Strategy. In instances when the QIS spans more than one waiver, the state must be able to stratify information that is related to each approved waiver program. Unless the state has requested and received approval from CMS for the consolidation of multiple waivers for the purpose of reporting, then the state must stratify information that is related to each approved waiver program, i.e., employ a representative sample for each waiver.

Appendix H: Quality Improvement Strategy (2 of 3)

H-1: Systems Improvement

a. System Improvements

- Describe the process(es) for trending, prioritizing, and implementing system improvements (i.e., design changes) prompted as a result of an analysis of discovery and remediation information.

~~DDS analyzes all discovery and remediation results to determine if a system improvement is necessary, holds separate meetings with its contracted vendor ("Vendor") and DMS on at least a quarterly basis to discuss the DDS Review Report, Autism Waiver Report, any operational problems discovered, all complaints/grievances and critical incidents reported, necessary corrective actions plans, and other appropriate remediation efforts and system improvement or program changes.~~

~~If it is determined by DMS that one or more a possible system design changes or improvements is required/identified, DMS will meet with DDS and its contracted Vendor to discuss what system improvement or program design changes are necessary, the relative priority of each system improvement or design change based on the nature of the problems, the complexity of the solutions, and the financial impact. Special meetings will be held, if necessary, to develop an action plan for implementation, which would include without limitation determining and submitting the If it is determined that a system change is needed, a customer service requests (CSR) required to implement the system improvements or design changes, developing any new elements and components, seeking CMS approval and stakeholder public comments, if applicable, determining the appropriate testing period before implementation, and establishing the data collection necessary to monitor and track the effectiveness of the system design changes will be submitted to the Medicaid Management Information and Performance Unit (MMIP) within DMS. MMIP prioritizes system changes to MMIS and coordinates implementation with the Medicaid fiscal agency. An action plan is developed and information is shared with the appropriate stakeholders for comments. Implementation of the plan is the final step. The MMIP unit and DDS will monitor the system changes. An online CSR Management system is used to monitor and track the status of customer service requests. These meetings may involve participation from the assigned DHS information technology consulting firm and other parties deemed appropriate.~~

ii. System Improvement Activities

Responsible Party (check each that applies):	Frequency of Monitoring and Analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☐ Quality Improvement Committee	☐ ~~Annually~~
☒ Other Specify: DDS's contracted vendor	☒ Other Specify: Ongoing, as needed

b. System Design Changes

- i. Describe the process for monitoring and analyzing the effectiveness of system design changes. Include a description of the various roles and responsibilities involved in the processes for monitoring & assessing system design changes. If applicable, include the state's targeted standards for systems improvement.

~~Meetings are held with DMS, DDS, and DDS's contracted vendor, as needed, to develop needed CSRs, review progress, develop new elements and components and test system changes. The meetings involve participation in current programming activities on an as needed basis with the assigned DHS information technology consulting firm, Medicaid's fiscal agent, DDS, DDS contracted vendor, and others deemed appropriate. DMS, DDS, and DDS's contracted vendor ("Vendor") are all responsible for monitoring, tracking, and analyzing the effectiveness of any system design changes to the Autism Waiver. DMS, in collaboration with DDS and Vendor, establishes the mechanism, methods, and party with primary responsibility for monitoring and tracking Autism Waiver system design changes on a case-by-case basis during the design phase and prior to implementation. DMS, DDS, and Vendor review and discuss the data collected on the system design change at each quarterly meeting to ensure effective implementation. Meetings to review system design change data may initially be held monthly or more frequently if deemed necessary to ensure minimal disruption.~~

If it is determined that additional system design changes are required, or, if the implementation of the system design change needs to be altered, then meetings are held to determine appropriate action. Appropriate third parties will be included to assist on an as-needed basis.

~~DMS, as the state Medicaid agency, with input from DDS, analyzes all discovery and remediation results to determine if a system improvement is necessary. If a possible system improvement is identified, DDS will meet with its contracted vendor to discuss what system or program changes are necessary, if any, based on the nature of the problem (health and safety issue, etc.), complexity of the solution (does it require an amendment to the waiver application), and the financial impact. If it is determined that a system change is needed, a computer service request will be submitted to the Medicaid Management Information and Performance Unit (MMIP) within DMS and a priority status assigned. MMIP prioritizes system changes to MMIS and coordinates implementation with the States fiscal agent. An action plan is developed and information is shared with the appropriate stakeholders for comment. Implementation of the plan is the final step. The MMIP Unit and DDS monitor the system changes. An online CSR Management System is used to monitor and track the status of computer service requests.~~

~~As a result of the discovery process:~~

~~(1) The interagency agreement may be revised to clarify roles and responsibilities between DMS and DDS. The agreement between the two divisions will be reviewed at least annually. DDS will in turn review the contract with its vendor, at least annually, and revise as needed.~~

~~(2) Medicaid related issues are documented by DDS's contracted vendor, reviewed by DDS, and recorded on a quarterly report to identify, capture and resolve billing and claims submission problems. Error reports are worked and billing issues are resolved by DDS's contracted vendor. DDS reviews reports for proper resolution. These activities occur on a daily basis, and reviews occur monthly by DDS.~~

~~A separate Quality Assurance Unit was formed within the DMS to monitor and advise Home and Community-Based Waiver Program Operating Agencies.~~

~~DDS will produce a report of the findings for each quarter and distribute to its contracted vendor. DDS and its contracted vendor will meet quarterly to discuss and address any issues/findings for that quarter.~~

~~In December of each year, DDS, with its vendor, runs a report to identify the number of active Autism Waiver participants. DDS conducts a review of 10% of the charts on a quarterly basis. As part of the review of active Autism Waiver participants' records, DDS verifies the following:~~

~~Health and welfare Plans of care Qualified provider Level of care
Financial accountability~~

~~DDS and its contracted vendor ensure enrollment stays within approved limits by monitoring both the number of active and the number of unduplicated participants served within the approved limits. The monthly ACES Report of Active Cases and queries run from MMIS are utilized to determine the number of active and the number of unduplicated participants served at any point in time.~~

~~Any findings discovered in the review are transmitted to DDS's contracted vendor for resolution. DDS contracted vendor will respond to DDS describing the action taken to resolve the finding and submitting any documentation relevant to the resolution. If resolution of the finding requires a systems change or improvement, DDS will work with its contracted vendor to implement the change or improvement. Changes or improvements requiring promulgation are published for 30 days to allow stakeholders an opportunity to comment. Any revisions to policy are transmitted to providers utilizing a provider manual update, an official notice or a remittance advice message. If resolution requires additional provider training, DDS's contracted vendor will conduct the training and notify DDS.~~

~~DDS maintains a Monitoring/Tracking database to document and track findings. DDS will share review results with its contracted vendor and will track any necessary remediation and improvement. DDS also reviews quarterly reports of the results of DDS's contracted vendor's monitoring activities. DDS and its contracted vendor meet quarterly to discuss findings of the reports and any issues or concerns. At these meetings priorities are established and strategies are developed for any necessary remediation and improvement.~~

~~At the end of each Waiver year, DMS and DDS compile an annual report based on discovery findings from the reviews. The annual report includes any key findings, including status of remediation and improvement activities.~~

- ii. Describe the process to periodically evaluate, as appropriate, the Quality Improvement Strategy.

DDS and its contracted vendor monitor the Quality Improvement Strategy ("QIS") on an ongoing basis and review the QIS annually. A review consists of analyzing reports and progress toward stated initiatives, resolution of individual and systematic issues found through discovery and notating desired outcomes. When change in the strategy is indicated, a collaborative effort is set in motion to complete a revision to the QIS which may include submission of a Waiver amendment. DDS utilizes the QIS during the ~~QA reviews~~quarterly meetings.

Appendix H: Quality Improvement Strategy (3 of 3)

H-2: Use of a Patient Experience of Care/Quality of Life Survey

- a. Specify whether the state has deployed a patient experience of care or quality of life survey for its HCBS population in the last 12 months (*Select one*):

- ☒ No
☐ Yes (*Complete item H.2b*)

- b. Specify the type of survey tool the state uses:

- ☐ HCBS CAHPS Survey :
☐ NCI Survey :
☐ NCI AD Survey :
☐ Other (*Please provide a description of the survey tool used*):

Appendix I: Financial Accountability

I-1: Financial Integrity and Accountability

Financial Integrity. Describe the methods that are employed to ensure the integrity of payments that have been made for waiver services, including: (a) requirements concerning the independent audit of provider agencies; (b) the financial audit program that the state conducts to ensure the integrity of provider billings for Medicaid payment of waiver services, including the methods, scope and frequency of audits; and, (c) the agency (or agencies) responsible for conducting the financial audit program. State laws, regulations, and policies referenced in the description are available to CMS upon request through the Medicaid agency or the operating agency (if applicable).

Pre-Payment Integrity

Three (3) different, independent service providers are involved in the development of an Autism Waiver service plan. The involvement of multiple independent providers acts as a pre-payment financial integrity safeguard to ensure only those Autism Waiver services of the type, scope, amount, frequency, and duration medically necessary are included in the beneficiary's service plan.

1. The Division of Developmental Disabilities Services ("DDS") contracted vendor ("Vendor") employs or contracts with an Autism Waiver Coordinator to develop a beneficiary's plan of care ("POC"). The POC documents the beneficiary's needs and potential risks, the intensive intervention service(s) that will be implemented to meet those needs, the amount, frequency, and duration of each intensive intervention service, and the parent/guardian's choice of Autism Waiver services and Autism Waiver community service provider.
2. The selected community service provider employs or contracts with an Interventionist who uses the POC to complete the beneficiary's comprehensive clinical profile and develop the beneficiary's individual treatment plan ("ITP"). The ITP operationalizes the POC by identifying the beneficiary's individualized needs, strengths, disabilities, and problem behaviors, the specific intensive intervention service(s) delivery schedule, the short and long-term goals and objectives, and the data collection required to assess the beneficiary's progress towards short and long term goals and objectives.
3. The Institution of Higher Education serving as the Consultative Clinical and Therapeutic service provider employs or contracts with a Clinical Services Specialist ("CSS") who performs oversight of the service plan. The CSS reviews the beneficiary's progress toward ITP goals and objectives on at least a quarterly basis to determine the efficacy of the Autism Waiver services in the current ITP. If a review of a beneficiary's service record does not show the expected progress, the CSS will either provide technical assistance to the parent/guardian, Lead Therapist, and Line Therapist implementing the intensive intervention services or schedule a conference to discuss modification of the type, scope, amount, frequency, or duration of intensive intervention services included in the service plan. This oversight ensures that the Autism Waiver services performed are medically appropriate for the beneficiary and that the Autism Waiver services are implemented with fidelity.

Autism Waiver service providers submit Autism Wavier service claims through the Medicaid Management Information System ("MMIS"). MMIS acts as a pre-payment financial integrity check for the state on all Autism Waiver service claims. MMIS verifies a beneficiary's Autism Waiver eligibility and an Autism Waiver service provider's active Medicaid enrollment for the date of service prior to paying an Autism Waiver service claim. MMIS has the applicable per unit rate for each Autism Waiver service pre-loaded and also has edits in place that will prevent the payment of claims exceeding any applicable daily, weekly, or annual benefit/service limits for an Autism Waiver service. MMIS only pays claims that clear all eligibility and financial edits.

Post-Payment Integrity

Every quarter DDS conducts a lottery method random sample retrospective desk review of active beneficiary service records from the immediately preceding quarter. The active beneficiary service records are reviewed to determine if beneficiaries received, and Autism Waiver service providers were paid for, only those Autism Waiver services in the type, scope, amount, frequency, and duration specified in the service plan, and if such services were paid at the correct rate. This is done by reviewing the POC in the beneficiary service record in the Autism Waiver Database maintained by Vendor and comparing it to the Autism Waiver services billed and paid through MMIS. Any overpayment(s), non-compliance, or irregularities discovered are reported to DMS for recoupment or other appropriate action. DDS uses the Raosoft Calculation System to determine a sample size that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.

Additionally, DMS conducts its own retrospective desk review of active beneficiary service records in the immediately preceding quarter to determine if beneficiaries received, and Autism Waiver service providers were paid for, only those Autism Waiver services in the type, scope, amount, frequency, and duration specified in his or her service plan. DMS also

uses the Raosoft Calculation System to determine a sample size that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- five percent (5%) margin of error.

Autism Waiver providers who are paid a total of \$100,000 or more during a year by the State of Arkansas are required to submit an independent financial statement audit for that year in accordance with the Government Auditing Standards. Autism Waiver providers who are paid more than \$750,000 in federal funds during a year must have an independent single audit conducted for that year in accordance with OMB Circular A-133. All required Autism Waiver service provider audits are submitted to and reviewed by the DHS Office of Payment Integrity and Audit ("OPIA") for compliance with audit requirements. If issues are discovered during review of an audit, then OPIA is responsible for notifying DMS for recoupment or other appropriate action.

The Centers for Medicare and Medicaid Services ("CMS") conducts audits of Medicaid claims (including Autism Waiver service claims) in accordance with the Payment Error Rate Measurement ("PERM") regulations every three (3) years. CMS reviews the claims to ensure the services were medically appropriate, provided to an eligible beneficiary, and paid at the correct amount. PERM reviews are intended to:

- identify those Medicaid programs that may be susceptible to significant improper payments;
- estimate the amount of improper payments;
- submit those estimates to Congress; and
- submit a report on actions the agency is taking to reduce improper payments.

The entity responsible for the periodic independent audit of the Autism Waiver program is Arkansas Legislative Audit ("ALA"). ALA audits are conducted in compliance with state law pursuant to the Single Audit Act. The Office of Medicaid Inspector General also conducts independent annual random reviews of all Medicaid programs, including the Autism Waiver. If a review finds errors in billing and fraud is not suspected, DMS recoups the payment(s) from the Autism Waiver provider. If fraud is suspected, then the provider is referred to the Medicaid Fraud Control Unit and Arkansas Attorney General's office for appropriate action.

Any non-compliance or irregularities resulting in an overpayment that are discovered during any post-payment review or audit are reported to DMS for recoupment and other appropriate action to ensure non-compliance and overpayment will no longer occur in the future. The DMS financial team reports any recouped payments for Autism Waiver services as a prior period adjustment on the CMS-64 to remove the payments from claims for federal financial participation.

~~Expenditure reports from the claims database are reviewed for those clients whose chart's were reviewed during a specific month, DDS pulls a random sampling of approximately of 10% of participant's charts each quarter. DDS reviews the plan of care data in its contracted vendor's database to compare what was billed Medicaid. MMIS claims data are audited periodically for program policy alignment. Claims processing worksheets are reviewed when a billing issue/error is brought to DMS or DDS attention. The DMS Program Integrity Unit may review claims paid in accordance with the waiver participant's POC, if there is an overpayment to a provider or suspicion of fraud. And finally, the DMS Program Integrity Unit includes a review of claims paid in accordance with Waiver participants' Plans of Care (POCs).~~

~~DDS, through its contracted vendor, reviews 100% of the claims for autism waiver recipients based upon their annual plan of care date. The charts are looked at for their plan of care year expenditures and program files. Items that are reviewed include Level of Care Assessment, Plan of Care, Medicaid Management Information Systems client profile, Freedom of Choice, & Provider Qualifications. DDS's contracted vendor submits a quarterly and annual report summarizing this information for review and approval by DDS.~~

~~Cognos billing database is utilized to run a report of individual autism waiver recipient plan of care year and is broken out into the following categories: Service Consultative Clinical and Therapeutic Services, Service Individual Assessment/Treatment Development, Lead Therapy Intervention, Line Therapy Intervention and Service Plan Implementation and Monitoring of Intervention Effectiveness. These expenditures for the individual autism waiver recipients are compared against the approved levels for autism waiver services to create a utilization report.~~

~~Autism waiver recipient charts are provided to DDS's contract reviewer on a monthly basis. If an assurance has not been met it is noted in the transmittal requesting operating agency to come into compliance. If over utilization is a problem, the providing agency will submit a check to Medicaid and explanation for overutilization as it ties to which services. DMS/OPD will provide a transmittal to DDS's contracted vendor for corrective action.~~

Assurances include:

Participant waiver enrollment

Waiver enrollment managed against approved limits

Waiver expenditures managed against approved levels

Level of care evaluation

Review of Participant service plans

~~Prior authorization of waiver services-
Utilization management~~

~~Qualified provider enrollment
Execution of Medicaid provider agreements-
Establishment of a statewide rate methodology
Rules, policies, procedures and information development governing the waiver program-
Quality assurance and quality improvement activities~~

~~DMS has utilized their Division of Policy and Quality Assurance to review certifications of providers. DDS's contracted vendor has now created a Database that houses information on all certified providers. The Division of Developmental Disability Services (DDS) will now take a more active role in reviewing that information by obtaining a username to login to that database and monitor the certified providers.~~

~~Monitoring is conducted on an on-going basis and is tracked through the monthly activity report and the quarterly participant profiles.~~

~~Tracking of the number of monitoring visits is now a part of the monthly activity report.~~

~~Monitoring of financial reports is also on-going as reports are produced and reviewed monthly.~~

~~An independent audit is required annually of the provider agency when:~~

~~State expenditures are \$100,000 or more;~~

~~Federal expenditures are \$300,000 or more; or~~

~~The contract the Department of Human Services
(DHS) has with the provider agency requires an
independent audit, regardless of funding level.~~

~~If the federal expenditures are \$300,000 or more, the audit must be performed in accordance with OMB Circular A-133, which implemented the Single Audit Act, as amended. A Government Auditing Standards (GAS) audit must be performed if DHS funding provided is \$100,000 or more of federal, state, or federal and state combined. In addition, the DMS Program Integrity Unit conducts an annual random review of HCBS waiver programs. If the review finds errors in billing, and fraud is not suspected, Medicaid recoups the money from the Waiver provider. If fraud is suspected, the DMS Program Integrity Unit refers the Waiver provider to the Arkansas Attorney General's Office for appropriate action.~~

~~The DHS Office of Chief Counsel, Audit Section is responsible for reviewing all independent audits. The provider's audit report is reviewed by the Audit Section to determine whether:~~

~~Requirements of applicable authorities and those contained in agency policy were met; Material weaknesses in internal control exist;
Material noncompliance with the provision of grants, contracts, and agreements occurred; and The report included findings, recommendations, and responses thereto by management.
Material weaknesses and non compliance, other findings, recommendations, and responses will be recorded and communicated to DMS. DMS will take appropriate action to resolve audit findings within 90 days of the referral of the finding from the Audit Section.~~

Appendix I: Financial Accountability

Quality Improvement: Financial Accountability

As a distinct component of the States quality improvement strategy, provide information in the following fields to detail the States methods for discovery and remediation.

a. Methods for Discovery: Financial Accountability Assurance:

The State must demonstrate that it has designed and implemented an adequate system for ensuring financial accountability of the waiver program. (For waiver actions submitted before June 1, 2014, this assurance read "State financial oversight exists to assure that claims are coded and paid for in accordance with the reimbursement methodology specified in the approved waiver.")

i. Sub-Assurances:**a. Sub-assurance: The State provides evidence that claims are coded and paid for in accordance with the reimbursement methodology specified in the approved waiver and only for services rendered.**

(Performance measures in this sub-assurance include all Appendix I performance measures for waiver actions submitted before June 1, 2014.)

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of service claims which paid only for those services rendered of failed MMIS edit checks which are corrected to assure appropriate payment. Numerator: ~~N~~number of service claims which paid only for those services rendered corrected MMIS edit checks; Denominator: ~~N~~number of paid service claims reviewed edit checks.

Data Source (Select one):

Other

If 'Other' is selected, specify:

~~Daily Waiver Update Error Report~~ MMIS

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach (check each that applies):
☒ ~~State Medicaid Agency~~	☐ Weekly	☒ ~~100% Review~~
☒ Operating Agency	☐ Monthly	☒ ~~Less than 100% Review~~
☐ Sub-State Entity	☒ ~~Quarterly~~	☐ Representative Sample Confidence Interval =
☒ ~~Other~~ Specify: ~~DDS contracted vendor~~	☐ Annually	☐ Stratified Describe Group:
	☒ ~~Continuously and Ongoing~~	☒ ~~Other~~ Specify: <u>A sample size of paid service claims during the period under review</u>

		<u>that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ Other Specify:	

~~Data Source (Select one):~~~~Other~~~~If 'Other' is selected, specify:~~~~Daily LTCU Update Error Report~~

~~Responsible Party for data collection/generation (check each that applies):~~	~~Frequency of data collection/generation (check each that applies):~~	~~Sampling Approach (check each that applies):~~
~~State Medicaid Agency~~	~~Weekly~~	~~100% Review~~
~~Operating Agency~~	~~Monthly~~	~~Less than 100% Review~~
~~Sub-State Entity~~	~~Quarterly~~	~~Representative Sample Confidence Interval =~~
~~Other Specify: DDS contracted vendor~~	~~Annually~~	~~Stratified Describe Group:~~
	~~Continuously and Ongoing~~	~~Other Specify:~~
	~~Other Specify:~~	

~~Data Source (Select one):~~~~Other~~~~If 'Other' is selected, specify:~~~~Weekly Worksheets~~

~~Responsible Party for data collection/generation (check each that applies):~~	~~Frequency of data collection/generation (check each that applies):~~	~~Sampling Approach (check each that applies):~~
--	---	---

State Medicaid Agency	Weekly	100% Review
Operating Agency	Monthly	Less than 100% Review
Sub-State Entity	Quarterly	Representative Sample Confidence Interval=
Other Specify: DDS contracted vendor	Annually	Stratified Describe Group:
	Continuously and Ongoing	Other Specify:
	Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis(check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☐ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: DDS contracted vendor	☐ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

Performance Measure:

Number and percent of Waiverservice claims ~~reviewed that were~~ paid using the correct rate specified in the waiver. Numerator: ~~N~~number of service claims paid ~~at using~~ the correct rate specified in the waiver; Denominator: number of paid service claims reviewed.

Data Source (Select one):

Other

If 'Other' is selected, specify:

Recipient Claims History Profile MMIS

Responsible Party for data collection/generation (check each that applies):	Frequency of data collection/generation (check each that applies):	Sampling Approach(check each that applies):
---	--	---

☐ ~~State Medicaid Agency~~	☐ Weekly	☐ 100% Review
☒ ~~Operating Agency~~	☐ Monthly	☒ Less than 100% Review
☐ Sub-State Entity	☒ Quarterly	☐ Representative Sample Confidence Interval =
☐ Other Specify:	☐ Annually	☐ Stratified Describe Group:
	☐ Continuously and Ongoing	☒ Other Specify: <u>A sample size of service claims paid during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error. 10% of recipients charts and claims history are reviewed per quarter</u>
	☐ Other Specify:	

Data Aggregation and Analysis:

Responsible Party for data aggregation and analysis (check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	Weekly
☒ Operating Agency	Monthly
Sub-State Entity	☒ Quarterly
Other Specify:	Annually
	Continuously and Ongoing
	Other Specify:

Performance Measure:

Number and percent of paid service claims coded and paid in accordance with the reimbursement methodology specified in the waiver. Numerator: number of paid service claims coded and paid in accordance with the reimbursement methodology specified in the waiver. Denominator: number of paid service claims reviewed.

Data Source (Select one):Other

If 'Other' is selected, specify:

MMIS

<u>Responsible Party for data collection/generation</u> (check each that applies):	<u>Frequency of data collection/generation</u> (check each that applies):	<u>Sampling Approach</u> (check each that applies):
☐ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>	☐ <u>100% Review</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>	☒ <u>Less than 100% Review</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>	☐ <u>Representative Sample</u> <u>Confidence Interval =</u>
☐ <u>Other</u> <u>Specify:</u>	☐ <u>Annually</u>	☐ <u>Stratified</u> <u>Describe Group:</u>
	☐ <u>Continuously and Ongoing</u>	☒ <u>Other</u> <u>Specify: A sample size of claims paid during the period under review that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.</u>
	☐ <u>Other</u> <u>Specify:</u>	

Data Aggregation and Analysis:

<u>Responsible Party for data aggregation and analysis</u> (check each that applies):	<u>Frequency of data aggregation and analysis</u> (check each that applies):
☒ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>
<u>Other</u> <u>Specify:</u>	☐ <u>Annually</u>
	☐ <u>Continuously and Ongoing</u>
	☐ <u>Other</u> <u>Specify:</u>

- b. Sub-assurance: The state provides evidence that rates remain consistent with the approved rate methodology throughout the five year waiver cycle.**

Performance Measures

For each performance measure the State will use to assess compliance with the statutory assurance (or sub-assurance), complete the following. Where possible, include numerator/denominator.

For each performance measure, provide information on the aggregated data that will enable the State to analyze and assess progress toward the performance measure. In this section provide information on the method by which each source of data is analyzed statistically/deductively or inductively, how themes are identified or conclusions drawn, and how recommendations are formulated, where appropriate.

Performance Measure:

Number and percent of rates which remain consistent with the approved rate methodology throughout the five-year waiver cycle. Numerator: number of rates which remain consistent with the approved rate methodology throughout the five-year waiver cycle. Denominator: number of rates.

Data Source (Select one):

Other

If 'Other' is selected, specify:

MMIS

<u>Responsible Party for data collection/generation (check each that applies):</u>	<u>Frequency of data collection/generation (check each that applies):</u>	<u>Sampling Approach (check each that applies):</u>
☐ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>	☒ <u>100% Review</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>	☐ <u>Less than 100% Review</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>	☐ <u>Representative Sample Confidence Interval =</u>
☐ <u>Other</u> <u>Specify:</u>	☐ <u>Annually</u>	☐ <u>Stratified</u> <u>Describe Group:</u>
	☐ <u>Continuously and Ongoing</u>	☐ <u>Other</u> <u>Specify:</u>
	☐ <u>Other</u> <u>Specify:</u>	

Data Aggregation and Analysis:

<u>Responsible Party for data aggregation and analysis (check each that applies):</u>	<u>Frequency of data aggregation and analysis (check each that applies):</u>
☒ <u>State Medicaid Agency</u>	☐ <u>Weekly</u>
☒ <u>Operating Agency</u>	☐ <u>Monthly</u>
☐ <u>Sub-State Entity</u>	☒ <u>Quarterly</u>
<u>Other Specify:</u>	☐ <u>Annually</u>
	☐ <u>Continuously and Ongoing</u>
	☐ <u>Other Specify:</u>

- ii. If applicable, in the textbox below provide any necessary additional information on the strategies employed by the State to discover/identify problems/issues within the waiver program, including frequency and parties responsible.

N/A

b. Methods for Remediation/Fixing Individual Problems

- i. Describe the States method for addressing individual problems as they are discovered. Include information regarding responsible parties and GENERAL methods for problem correction. In addition, provide information on the methods used by the state to document these items.

DDS and its contract vendor hold quarterly team meetings to discuss and address individual problems related to financial accountability, as well as problem correction and remediation. If financial accountability or integrity issues are discovered during DDS or DMS reviews of beneficiary service records or Autism Waiver service claims submitted through the Medicaid Management Information System ("MMIS"), then DMS, DDS, and DDS's contracted vendor ("Vendor") will discuss the appropriate remediation on a case-by-case basis. Discussion will typically take place during regularly scheduled quarterly meetings, unless a more immediate meeting is required.

Remediation efforts will depend on the issue and surrounding circumstances and may include without limitation corrective action plans, training, recoupments, system design changes, revoking provider certification, the parent/guardian selecting a new Autism Waiver community service provider, and disenrolling a beneficiary from the Autism Waiver. The manner and method of how each remediation effort will be monitored and tracked and the party directly responsible will be determined prior to implementation.

The party directly responsible will usually depend on the remediation effort implemented. Vendor will typically be responsible for implementing and monitoring corrective action plans, trainings, revoking provider certification, and disenrolling beneficiaries. DMS or DDS will typically be lead in remediation efforts involving recoupments, changes to MMIS, and system design changes, or if the issue involves Vendor's responsibilities for accepting, monitoring, investigating, and tracking complaints/grievances and critical incidents. The status of each currently active remediation effort will be discussed at the quarterly meeting until the effort is completed or resolved.

Investigations, findings, and other aspects of remediation efforts conducted by Vendor in connection with Autism Waiver financial accountability will be maintained in the Autism Waiver Database. Recoupments will be tracked by DMS and MMIS. System design changes will be documented through amendment to the Autism Waiver. Finally, documentation related to remediations in connection with Vendor's performance under its contract will be maintained in the contract file.

The performance measure for number and percent of waiver claims paid using the correct rate will always result in 100% compliance because the rates for services are already set in MMIS; therefore, claims will not be paid at any other rate.

~~Remediation for failed MMIS checks not corrected to assure appropriate payment includes correcting the issue upon discovery, making system changes and training staff.~~

~~Remediation for claims for services not specified in the client's Plan of Care (POC) includes revising the client's POC, if necessary, recouping payment from the provider, imposing provider sanctions, training providers and conducting a client monitoring visit.~~

~~The tool used for case record review captures and tracks remediation in these areas.~~

ii. Remediation Data Aggregation

Remediation-related Data Aggregation and Analysis (including trend identification)

Responsible Party(check each that applies):	Frequency of data aggregation and analysis (check each that applies):
☒ State Medicaid Agency	☐ Weekly
☒ Operating Agency	☒ Monthly
☐ Sub-State Entity	☒ Quarterly
☒ Other Specify: ~~DDS contracted vendor~~	☒ Annually
	☐ Continuously and Ongoing
	☐ Other Specify:

c. Timelines

When the State does not have all elements of the Quality Improvement Strategy in place, provide timelines to design methods for discovery and remediation related to the assurance of Financial Accountability that are currently non-operational.

- ☒ No
☐ Yes

Please provide a detailed strategy for assuring Financial Accountability, the specific timeline for implementing identified strategies, and the parties responsible for its operation.

Appendix I: Financial Accountability

I-2: Rates, Billing and Claims (1 of 3)

- a. Rate Determination Methods.** In two pages or less, describe the methods that are employed to establish provider payment rates for waiver services and the entity or entities that are responsible for rate determination. Indicate any opportunity for public comment in the process. If different methods are employed for various types of services, the description may group services for which the same method is employed. State laws, regulations, and policies referenced in the description are available upon request to CMS through the Medicaid agency or the operating agency (if applicable).

A listing of certified providers for this type service was accessed through the licensure group for providers in Arkansas and bordering states. An electronic survey was then disseminated via Survey Monkey to all these providers with a number of questions, not the least of which was their current rate charged for such services. The rates utilized in this application were set based on the results of this survey in order to ensure that rates were based on the current market value for comparable services provided by similarly qualified professionals.

Rates for the Consultants and Lead therapists were determined by:

—Online survey sent to all certified providers in Arkansas and surrounding states of Louisiana, Texas, Oklahoma, Missouri, Tennessee, and Mississippi who currently provide home-based intensive interventions for children diagnosed with ASD. While rates varied a bit between individual providers, most Consultants reported billing \$100/hr–\$175/hr and most Lead therapists reported billing \$50/hr–\$65/hr. Of the 7 states surveyed, only one, Louisiana, required insurance coverage for such therapies, and so most of these therapies are funded entirely out of pocket, which would account for the range of fees. We then examined what other funding sources existed for these types of treatments and found that Tricare insurance covers such treatments in Arkansas and nationwide for active duty military personnel at a rate of \$100/hr.

A handful of states have similar waiver programs to provide early intervention services for children with ASD. Of all these states, the two that have been operating such programs the longest are Wisconsin (since January 2004) and South Carolina (since June 2007). We contacted the state agency responsible for administering these programs in each state to find out how the programs are structured and to discuss reimbursement for providers. The two programs are similar in the kinds of interventions provided and the number of years children can be served in the waiver (3 years maximum). When asked what problems they have encountered with providing the services under the program both states reported difficulty recruiting and maintaining direct line staff. Based on our discussions with providers in both states, it became clear that reimbursement for direct line staff needed to be set higher to ensure we could attract skilled, motivated individuals to the program. An examination of reimbursement rates for the Tier I and II therapists in each program found significant differences in how the service is reimbursed. In Wisconsin, the rate for all 3 tiered professionals is bundled, and usually the top tier consultant is the employer of the tier II and line therapists. The top tier consultant takes a percentage of the bundled fee and then pays the tier II and line therapist. The difficulty with such a bundled rate is that (1) there is no assurance that the top tier consultant is even making contact with the family/child or how often that is happening, and (2) there have been instances of fraudulent billing practices such as billing for travel time, and finally (3) direct line therapists are reimbursed at rates barely above minimum wage and so recruiting and maintaining staff for this position was made extremely difficult. South Carolina, on the other hand, developed a 3 tier/rate service which makes it far easier for the administering agency to review plans of care and billing records to ensure that the top tier consultant and middle tier therapist are maintaining contact with the family and are providing appropriate supervision for the line therapist. The reimbursement rates for services in the Arkansas waiver application are most similar to the South Carolina program.

The Division of Developmental Disabilities Service (“DDS”) is responsible for rate determination with oversight from the Division of Medical Services (“DMS”). There is an established procedure followed by DDS that ensures DMS reviews and approves all reimbursement rates and methodologies prior to implementation. Autism Waiver rates are published for comment and are made available to the general public and all providers. The public is afforded an opportunity to comment on proposed rates and the rate determination process through the DMS website.

DMS and DDS conducted a review to rebase Autism Waiver rates during the summer of 2023. DMS and DDS engaged an independent actuary to assist in the development of appropriate Autism Waiver service rates. Autism Waiver service rates have not been changed since the inception of the Autism Waiver.

Autism Waiver rates were established taking into account direct wages, indirect and transportation costs, employee related expenses, and supervisor time, using an independent rate model approach that serves to capture the average expected costs a reasonably efficient Arkansas provider would incur while delivering each Autism Waiver service. Hourly wages for each service were developed using Arkansas-specific May 2021 wage data from the Bureau of Labor Statistics based on position responsibilities.

The fee schedule for the Autism Waiver program can be found on the DHS website at: <https://humanservices.arkansas.gov/wp-content/uploads/AUTISM-fees.pdf>

The \$1,000 flat rate for behavioral reinforcers and therapeutic aides was determined through discussions ~~(focus group)~~ with professionals credentialed at the ~~Consultant~~Interventionist level ~~and delivering a similar service currently~~. This ~~was~~ an amount was considered sufficient~~appropriate~~ to allow~~support~~ delivery of the Intensive Autism Intervention services for~~to~~ families who may not already have sufficient materials on hand in the home.

- b. Flow of Billings.** Describe the flow of billings for waiver services, specifying whether provider billings flow directly from providers to the state's claims payment system or whether billings are routed through other intermediary entities. If billings flow through other intermediary entities, specify the entities:

Autism Waiver service providers ~~bill for the waiver services~~submit Autism Waiver service claims and are reimbursed directly through the Medicaid Management Information System.

Appendix I: Financial Accountability

I-2: Rates, Billing and Claims (2 of 3)

- c. Certifying Public Expenditures** (select one):

- ☒ **No. state or local government agencies do not certify expenditures for waiver services.**
- ☐ **Yes. state or local government agencies directly expend funds for part or all of the cost of waiver services and certify their state government expenditures (CPE) in lieu of billing that amount to Medicaid.**

Select at least one:

- ☐ **Certified Public Expenditures (CPE) of State Public Agencies.**

Specify: (a) the state government agency or agencies that certify public expenditures for waiver services; (b) how it is assured that the CPE is based on the total computable costs for waiver services; and, (c) how the state verifies that the certified public expenditures are eligible for Federal financial participation in accordance with 42 CFR §433.51(b). (Indicate source of revenue for CPEs in Item I-4-a.)

- ☐ **Certified Public Expenditures (CPE) of Local Government Agencies.**

Specify: (a) the local government agencies that incur certified public expenditures for waiver services; (b) how it is assured that the CPE is based on total computable costs for waiver services; and, (c) how the state verifies that the certified public expenditures are eligible for Federal financial participation in accordance with 42 CFR §433.51(b). (Indicate source of revenue for CPEs in Item I-4-b.)

Appendix I: Financial Accountability

I-2: Rates, Billing and Claims (3 of 3)

- d. Billing Validation Process.** Describe the process for validating provider billings to produce the claim for federal financial participation, including the mechanism(s) to assure that all claims for payment are made only: (a) when the individual was eligible for Medicaid waiver payment on the date of service; (b) when the service was included in the participant's approved service plan; and, (c) the services were provided:

The Medicaid Management Information System ("MMIS") verifies ~~participant's~~ beneficiary's Autism w/Waiver eligibility and ~~current~~ an Autism Waiver service provider's active Medicaid enrollment for the date of service prior to paying an Autism w/Waiver claim. ~~DDS's contracted vendor verifies quarterly services were provided according to the service plan through an internal monthly monitoring system and a review of participant profiles.~~ All Autism w/Waiver claims are processed through ~~the~~ MMIS, using all applicable edits and audits, to assure claims are processed appropriately, timely, and ~~compared to~~ in compliance with the Medicaid maximum allowable cost provisions.

Additionally, every quarter DDS conducts a lottery method random sample retrospective desk review of active beneficiary service records from the immediately preceding quarter. The active beneficiary service records are reviewed to determine if beneficiaries received, and Autism Waiver service providers were paid for, only those Autism Waiver services in the type, scope, amount, frequency, and duration specified in the service plan, and if such services were paid at the correct rate. This is done by reviewing the plan of care in the beneficiary service record in the Autism Waiver Database maintained by DDS's contracted vendor and comparing it to the Autism Waiver services billed and paid through MMIS. DDS uses the Raosoft Calculation System to determine a sample size that provides a statistically valid sample with a ninety-five percent (95%) confidence level and a +/- 5% margin of error.

Any non-compliance or irregularities resulting in an overpayment that are discovered during any payment review or audit are reported to DMS for recoupment and other appropriate action to ensure non-compliance and overpayment will no longer occur in the future. The DMS financial team reports any recouped payments for Autism Waiver services as a prior period adjustment on the CMS-64 to remove the payments from claims for federal financial participation.

- e. Billing and Claims Record Maintenance Requirement.** Records documenting the audit trail of adjudicated claims (including supporting documentation) are maintained by the Medicaid agency, the operating agency (if applicable), and providers of waiver services for a minimum period of 3 years as required in 45 CFR §92.42.

Appendix I: Financial Accountability

I-3: Payment (1 of 7)

a. Method of payments -- MMIS (select one):

- ☒ **Payments for all waiver services are made through an approved Medicaid Management Information System (MMIS).**
- ☐ **Payments for some, but not all, waiver services are made through an approved MMIS.**

Specify: (a) the waiver services that are not paid through an approved MMIS; (b) the process for making such payments and the entity that processes payments; (c) and how an audit trail is maintained for all state and federal funds expended outside the MMIS; and, (d) the basis for the draw of federal funds and claiming of these expenditures on the CMS-64:

- ☐ **Payments for waiver services are not made through an approved MMIS.**

Specify: (a) the process by which payments are made and the entity that processes payments; (b) how and through which system(s) the payments are processed; (c) how an audit trail is maintained for all state and federal funds expended outside the MMIS; and, (d) the basis for the draw of federal funds and claiming of these expenditures on the CMS-64:

- ☐ **Payments for waiver services are made by a managed care entity or entities. The managed care entity is paid a monthly capitated payment per eligible enrollee through an approved MMIS.**

Describe how payments are made to the managed care entity or entities:

Appendix I: Financial Accountability**I-3: Payment (2 of 7)**

b. Direct payment. In addition to providing that the Medicaid agency makes payments directly to providers of waiver services, payments for waiver services are made utilizing one or more of the following arrangements (select at least one):

- ☐ The Medicaid agency makes payments directly and does not use a fiscal agent (comprehensive or limited) or a managed care entity or entities.
- ☒ The Medicaid agency pays providers through the same fiscal agent used for the rest of the Medicaid program.
- ☐ The Medicaid agency pays providers of some or all waiver services through the use of a limited fiscal agent.

Specify the limited fiscal agent, the waiver services for which the limited fiscal agent makes payment, the functions that the limited fiscal agent performs in paying waiver claims, and the methods by which the Medicaid agency oversees the operations of the limited fiscal agent:

- ☐ Providers are paid by a managed care entity or entities for services that are included in the state's contract with the entity.

Specify how providers are paid for the services (if any) not included in the state's contract with managed care entities.

Appendix I: Financial Accountability**I-3: Payment (3 of 7)**

c. Supplemental or Enhanced Payments. Section 1902(a)(30) requires that payments for services be consistent with efficiency, economy, and quality of care. Section 1903(a)(1) provides for Federal financial participation to states for expenditures for services under an approved state plan/waiver. Specify whether supplemental or enhanced payments are made. Select one:

- ☐ No. The state does not make supplemental or enhanced payments for waiver services.
- ☒ Yes. The state makes supplemental or enhanced payments for waiver services.

Describe: (a) the nature of the supplemental or enhanced payments that are made and the waiver services for which these payments are made; (b) the types of providers to which such payments are made; (c) the source of the non-Federal share of the supplemental or enhanced payment; and, (d) whether providers eligible to receive the supplemental or enhanced payment retain 100% of the total computable expenditure claimed by the state to CMS. Upon request, the state will furnish CMS with detailed information about the total amount of supplemental or enhanced payments to each provider type in the waiver.

Arkansas has an approved American Rescue Plan Act (ARP) Spending Plan under section 9817 that outlines the Workforce Stabilization Incentive Program. The effective dates of the Workforce Stabilization Incentive Program are from October 1, 2021 to March 31, 2025. Due to the expiration of the Appendix K, the State is seeking to amend the base waiver to include the Program. Arkansas has designed a HCBS Workforce Stabilization Incentive Program to allow providers to customize resources that best fit

their organization's size, operational needs, and business priorities. The State allotted funding to providers using the following incentive categories:

Hiring bonus: new direct service providers (DSPs) hired during the ARP effective period (i.e., October 1, 2021 through March 31, 2025) may receive a hiring/recruitment payment after completing a minimum of thirty (30) calendar days of employment. The payment may be made in installments based on the provider's business model but cannot exceed \$1,000 per employee or contractor. Longevity bonus: longevity payments for DSPs who continuously provide service with the same employer for a minimum of three (3) months. The bonus cannot be paid in a one-time lump sum and must recur on a regular cadence determined by the employer. The recurring bonus can be paid through March 31, 2025, or until the provider allocation is depleted. Individual DSPs can earn bonuses up to the Longevity Bonus cap but cannot exceed \$15,000 total per employee or contractor. Complex Care Longevity bonus: complex care longevity payments for DSPs who provide care to at least one (1) individual with complex care needs. Bonus payments are provided on regular and recurring basis determined by the employer and is based upon the DSPs experience, commitment and need for the employee to continue to work with the complex care recipient. DSPs can earn bonuses up to the Complex Care Longevity Bonus cap but cannot exceed \$3,500 total per employee or contractor. Complex Care means a history of: legal involvement, elopement risk, combative or aggressive behavior, multiple inpatient placements, DCFS or DYS involvement, or wheelchair or bed bound.

Appendix I: Financial Accountability

I-3: Payment (4 of 7)

d. Payments to state or Local Government Providers. Specify whether state or local government providers receive payment for the provision of waiver services.

- ☐ No. State or local government providers do not receive payment for waiver services. Do not complete Item I-3-e.
- ☒ Yes. State or local government providers receive payment for waiver services. Complete Item I-3-e.

Specify the types of state or local government providers that receive payment for waiver services and the services that the state or local government providers furnish:

An institution of Higher Education in the State of Arkansas is one of the qualifications to be certified as agency, will provide the Consultative Clinical and Therapeutic services specified provider under in the Autism Waiver. Many of the Institutions of Higher Education in the State of Arkansas are state agencies and could therefore become state government providers of Consultative Clinical and Therapeutic services and receive payment under the Autism Waiver.

Appendix I: Financial Accountability

I-3: Payment (5 of 7)

e. Amount of Payment to State or Local Government Providers.

Specify whether any state or local government provider receives payments (including regular and any supplemental payments) that in the aggregate exceed its reasonable costs of providing waiver services and, if so, whether and how the state recoups the excess and returns the Federal share of the excess to CMS on the quarterly expenditure report. Select one:

- ☒ The amount paid to state or local government providers is the same as the amount paid to private providers of the same service.
- ☐ The amount paid to state or local government providers differs from the amount paid to private providers of the same service. No public provider receives payments that in the aggregate exceed its reasonable costs of providing waiver services.

- ☐ *The amount paid to state or local government providers differs from the amount paid to private providers of the same service. When a state or local government provider receives payments (including regular and any supplemental payments) that in the aggregate exceed the cost of waiver services, the state recoups the excess and returns the federal share of the excess to CMS on the quarterly expenditure report.*

Describe the recoupment process:

Appendix I: Financial Accountability

I-3: Payment (6 of 7)

f. Provider Retention of Payments. Section 1903(a)(1) provides that Federal matching funds are only available for expenditures made by states for services under the approved waiver. Select one:

- ☒ *Providers receive and retain 100 percent of the amount claimed to CMS for waiver services.*
- ☐ *Providers are paid by a managed care entity (or entities) that is paid a monthly capitated payment.*

Specify whether the monthly capitated payment to managed care entities is reduced or returned in part to the state.

Appendix I: Financial Accountability

I-3: Payment (7 of 7)

g. Additional Payment Arrangements

i. Voluntary Reassignment of Payments to a Governmental Agency. Select one:

- ☒ *No. The state does not provide that providers may voluntarily reassign their right to direct payments to a governmental agency.*
- ☐ *Yes. Providers may voluntarily reassign their right to direct payments to a governmental agency as provided in 42 CFR §447.10(e).*

Specify the governmental agency (or agencies) to which reassignment may be made.

ii. Organized Health Care Delivery System. Select one:

- ☒ *No. The state does not employ Organized Health Care Delivery System (OHCDS) arrangements under the provisions of 42 CFR §447.10.*
- ☐ *Yes. The waiver provides for the use of Organized Health Care Delivery System arrangements under the provisions of 42 CFR §447.10.*

Specify the following: (a) the entities that are designated as an OHCDS and how these entities qualify for designation as an OHCDS; (b) the procedures for direct provider enrollment when a provider does not voluntarily agree to contract with a designated OHCDS; (c) the method(s) for assuring that participants have

free choice of qualified providers when an OHCDs arrangement is employed, including the selection of providers not affiliated with the OHCDs; (d) the method(s) for assuring that providers that furnish services under contract with an OHCDs meet applicable provider qualifications under the waiver; (e) how it is assured that OHCDs contracts with providers meet applicable requirements; and, (f) how financial accountability is assured when an OHCDs arrangement is used:

iii. Contracts with MCOs, PIHPs or PAHPs.

- ☒ **The state does not contract with MCOs, PIHPs or PAHPs for the provision of waiver services.**
- ☐ **The state contracts with a Managed Care Organization(s) (MCOs) and/or prepaid inpatient health plan(s) (PIHP) or prepaid ambulatory health plan(s) (PAHP) under the provisions of §1915(a)(1) of the Act for the delivery of waiver and other services. Participants may voluntarily elect to receive waiver and other services through such MCOs or prepaid health plans. Contracts with these health plans are on file at the state Medicaid agency.**

Describe: (a) the MCOs and/or health plans that furnish services under the provisions of §1915(a)(1); (b) the geographic areas served by these plans; (c) the waiver and other services furnished by these plans; and, (d) how payments are made to the health plans.

- ☐ **This waiver is a part of a concurrent §1915(b)/§1915(c) waiver. Participants are required to obtain waiver and other services through a MCO and/or prepaid inpatient health plan (PIHP) or a prepaid ambulatory health plan (PAHP). The §1915(b) waiver specifies the types of health plans that are used and how payments to these plans are made.**
- ☐ **This waiver is a part of a concurrent ?1115/?1915(c) waiver. Participants are required to obtain waiver and other services through a MCO and/or prepaid inpatient health plan (PIHP) or a prepaid ambulatory health plan (PAHP). The ?1115 waiver specifies the types of health plans that are used and how payments to these plans are made.**
- ☐ **If the state uses more than one of the above contract authorities for the delivery of waiver services, please select this option.**

In the textbox below, indicate the contract authorities. In addition, if the state contracts with MCOs, PIHPs, or PAHPs under the provisions of §1915(a)(1) of the Act to furnish waiver services: Participants may voluntarily elect to receive waiver and other services through such MCOs or prepaid health plans. Contracts with these health plans are on file at the state Medicaid agency. Describe: (a) the MCOs and/or health plans that furnish services under the provisions of §1915(a)(1); (b) the geographic areas served by these plans; (c) the waiver and other services furnished by these plans; and, (d) how payments are made to the health plans.

Appendix I: Financial Accountability

I-4: Non-Federal Matching Funds (1 of 3)

a. State Level Source(s) of the Non-Federal Share of Computable Waiver Costs. Specify the state source or sources of the non-federal share of computable waiver costs. Select at least one:

- ☐ **Appropriation of State Tax Revenues to the State Medicaid agency**
- ☒ **Appropriation of State Tax Revenues to a State Agency other than the Medicaid Agency.**

If the source of the non-federal share is appropriations to another state agency (or agencies), specify: (a) the state entity or agency receiving appropriated funds and (b) the mechanism that is used to transfer the funds to the Medicaid Agency or Fiscal Agent, such as an Intergovernmental Transfer (IGT), including any matching arrangement, and/or, indicate if the funds are directly expended by state agencies as CPEs, as indicated in Item I-2-c:

(a) Department of Human Services, Division of Developmental Disabilities; and
(b) Intergovernmental Transfer (IGT).

☐ **Other State Level Source(s) of Funds.**

Specify: (a) the source and nature of funds; (b) the entity or agency that receives the funds; and, (c) the mechanism that is used to transfer the funds to the Medicaid Agency or Fiscal Agent, such as an Intergovernmental Transfer (IGT), including any matching arrangement, and/or, indicate if funds are directly expended by state agencies as CPEs, as indicated in Item I-2-c:

~~(a) Tobacco Tax - Arkansas Act 180 of 2009; (b) Department of Human Services, Division of Developmental Disabilities; and (c) Intergovernmental Transfer (IGT).~~

Appendix I: Financial Accountability

I-4: Non-Federal Matching Funds (2 of 3)

b. Local Government or Other Source(s) of the Non-Federal Share of Computable Waiver Costs. Specify the source or sources of the non-federal share of computable waiver costs that are not from state sources. Select One:

☒ **Not Applicable.** There are no local government level sources of funds utilized as the non-federal share.

☐ **Applicable**

Check each that applies:

☐ **Appropriation of Local Government Revenues.**

Specify: (a) the local government entity or entities that have the authority to levy taxes or other revenues; (b) the source(s) of revenue; and, (c) the mechanism that is used to transfer the funds to the Medicaid Agency or Fiscal Agent, such as an Intergovernmental Transfer (IGT), including any matching arrangement (indicate any intervening entities in the transfer process), and/or, indicate if funds are directly expended by local government agencies as CPEs, as specified in Item I-2-c:

☐ **Other Local Government Level Source(s) of Funds.**

Specify: (a) the source of funds; (b) the local government entity or agency receiving funds; and, (c) the mechanism that is used to transfer the funds to the state Medicaid agency or fiscal agent, such as an Intergovernmental Transfer (IGT), including any matching arrangement, and/or, indicate if funds are directly expended by local government agencies as CPEs, as specified in Item I-2-c:

Appendix I: Financial Accountability

I-4: Non-Federal Matching Funds (3 of 3)

c. Information Concerning Certain Sources of Funds. Indicate whether any of the funds listed in Items I-4-a or I-4-b that make up the non-federal share of computable waiver costs come from the following sources: (a) health care-related taxes or fees; (b) provider-related donations; and/or, (c) federal funds. Select one:

☒ **None of the specified sources of funds contribute to the non-federal share of computable waiver costs**

☐

The following source(s) are used

Check each that applies:

- ☐ *Health care-related taxes or fees*
- ☐ *Provider-related donations*
- ☐ *Federal funds*

For each source of funds indicated above, describe the source of the funds in detail:

~~Tobacco tax—Arkansas Act 180 of 2009~~

Appendix I: Financial Accountability

I-5: Exclusion of Medicaid Payment for Room and Board

a. Services Furnished in Residential Settings. Select one:

- ☒ *No services under this waiver are furnished in residential settings other than the private residence of the individual.*
- ☐ *As specified in Appendix C, the state furnishes waiver services in residential settings other than the personal home of the individual.*

b. Method for Excluding the Cost of Room and Board Furnished in Residential Settings. The following describes the methodology that the state uses to exclude Medicaid payment for room and board in residential settings:

Do not complete this item.

Appendix I: Financial Accountability

I-6: Payment for Rent and Food Expenses of an Unrelated Live-In Caregiver

Reimbursement for the Rent and Food Expenses of an Unrelated Live-In Personal Caregiver. Select one:

- ☒ *No. The state does not reimburse for the rent and food expenses of an unrelated live-in personal caregiver who resides in the same household as the participant.*
- ☐ *Yes. Per 42 CFR §441.310(a)(2)(ii), the state will claim FFP for the additional costs of rent and food that can be reasonably attributed to an unrelated live-in personal caregiver who resides in the same household as the waiver participant. The state describes its coverage of live-in caregiver in Appendix C-3 and the costs attributable to rent and food for the live-in caregiver are reflected separately in the computation of factor D (cost of waiver services) in Appendix J. FFP for rent and food for a live-in caregiver will not be claimed when the participant lives in the caregiver's home or in a residence that is owned or leased by the provider of Medicaid services.*

The following is an explanation of: (a) the method used to apportion the additional costs of rent and food attributable to the unrelated live-in personal caregiver that are incurred by the individual served on the waiver and (b) the method used to reimburse these costs:

Appendix I: Financial Accountability

I-7: Participant Co-Payments for Waiver Services and Other Cost Sharing (1 of 5)

a. Co-Payment Requirements. Specify whether the state imposes a co-payment or similar charge upon waiver participants

10/11/2022

for waiver services. These charges are calculated per service and have the effect of reducing the total computable claim for federal financial participation. Select one:

- ☒ No. The state does not impose a co-payment or similar charge upon participants for waiver services.
- ☐ Yes. The state imposes a co-payment or similar charge upon participants for one or more waiver services.

i. Co-Pay Arrangement.

Specify the types of co-pay arrangements that are imposed on waiver participants (check each that applies):

Charges Associated with the Provision of Waiver Services (if any are checked, complete Items I-7-a-ii through I-7-a-iv):

- ☐ Nominal deductible
- ☐ Coinsurance
- ☐ Co-Payment
- ☐ Other charge

Specify:

Appendix I: Financial Accountability

I-7: Participant Co-Payments for Waiver Services and Other Cost Sharing (2 of 5)

a. Co-Payment Requirements.

ii. Participants Subject to Co-pay Charges for Waiver Services.

Answers provided in Appendix I-7-a indicate that you do not need to complete this section.

Appendix I: Financial Accountability

I-7: Participant Co-Payments for Waiver Services and Other Cost Sharing (3 of 5)

a. Co-Payment Requirements.

iii. Amount of Co-Pay Charges for Waiver Services.

Answers provided in Appendix I-7-a indicate that you do not need to complete this section

Appendix I: Financial Accountability

I-7: Participant Co-Payments for Waiver Services and Other Cost Sharing (4 of 5)

a. Co-Payment Requirements.

iv. Cumulative Maximum Charges.

Answers provided in Appendix I-7-a indicate that you do not need to complete this section.

Appendix I: Financial Accountability

I-7: Participant Co-Payments for Waiver Services and Other Cost Sharing (5 of 5)

b. Other State Requirement for Cost Sharing. Specify whether the state imposes a premium, enrollment fee or similar cost

10/11/2022

No. The state does not impose a premium, enrollment fee, or similar cost-sharing arrangement on waiver participants.

☐ ***Yes. The state imposes a premium, enrollment fee or similar cost-sharing arrangement.***

Describe in detail the cost sharing arrangement, including: (a) the type of cost sharing (e.g., premium, enrollment fee); (b) the amount of charge and how the amount of the charge is related to total gross family income; (c) the groups of participants subject to cost-sharing and the groups who are excluded; and, (d) the mechanisms for the collection of cost-sharing and reporting the amount collected on the CMS 64:

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MARK-UP

Appendix J: Cost Neutrality Demonstration**J-1: Composite Overview and Demonstration of Cost-Neutrality Formula**

Composite Overview. Complete the fields in Cols. 3, 5 and 6 in the following table for each waiver year. The fields in Cols. 4, 7 and 8 are auto-calculated based on entries in Cols 3, 5, and 6. The fields in Col. 2 are auto-calculated using the Factor D data from the J-2-d Estimate of Factor D tables. Col. 2 fields will be populated ONLY when the Estimate of Factor D tables in J-2-d have been completed.

Level(s) of Care: ICF/IID

Col. 1 Year	Col. 2 Factor D	Col. 3 Factor D'	Col. 4 Total: D+D'	Col. 5 Factor G	Col. 6 Factor G'	Col. 7 Total: G+G'	Col. 8 Difference (Col 7 less Column4)
1	34328.00 16,321.42	17828.00 14,207.00	52156.00 30,528.42	100739.00 131,175.00	34206.00 21,098.00	134945.00 152,273.00	82789.00 121,744.58
2	35354 16,166.19	18321.00 14,619.00	53675.00 30,785.19	103529.74 134,979.00	35153.47 21,710.00	138683.21 156,689.00	85008.21 125,903.81
3	21748.00 16,021.66	18829.00 14,991.00	40577.00 31,012.66	106397.52 138,488.00	36127.22 22,264.00	142524.74 160,752.00	101947.74 129,739.34
4	21748.00 15,886.77	19350.00 15,362.00	41098.00 31,248.77	109344.73 141,950.00	37127.95 22,815.00	146472.68 164,765.00	105374.68 133,516.23
5	21748.00 15,886.77	19886.00 15,716.00	41634.00 31,248.77	112373.58 145,215.00	38156.39 23,340.00	150529.97 168,555.00	108895.97 137,306.23

Appendix J: Cost Neutrality Demonstration**J-2: Derivation of Estimates (1 of 9)**

a. Number Of Unduplicated Participants Served. Enter the total number of unduplicated participants from Item B-3-a who will be served each year that the waiver is in operation. When the waiver serves individuals under more than one level of care, specify the number of unduplicated participants for each level of care:

Table: J-2-a: Unduplicated Participants

Waiver Year	Total Unduplicated Number of Participants (from Item B-3-a)	Distribution of Unduplicated Participants by Level of Care (if applicable)		
		Level of Care:		
		ICF/IID		
Year 1	270200		270200	
Year 2	280200		280200	
Year 3	290200		290200	
Year 4	300200		300200	
Year 5	300200		300200	

Appendix J: Cost Neutrality Demonstration

J-2: Derivation of Estimates (2 of 9)

- b. Average Length of Stay.** Describe the basis of the estimate of the average length of stay on the waiver by participants in item J-2-a.

The average length of stay on the Autism Waiver by a beneficiary for waiver years one (1) through five (5) has been estimated based on actual utilization data for the waiver year December 7, 2021 through December 6, 2022. Most participants in the Autism Waiver will receive services for a three year period, the maximum allowed on this program. In some situations where the child is enrolled in the program later, he/she may only receive two years of service, the minimum required for program participation. Each participant will stay on the Waiver for 365 days per year.

Appendix J: Cost Neutrality Demonstration

J-2: Derivation of Estimates (3 of 9)

- c. Derivation of Estimates for Each Factor.** Provide a narrative description for the derivation of the estimates of the following factors.

- i. Factor D Derivation.** The estimates of Factor D for each waiver year are located in Item J-2-d. The basis and methodology for these estimates is as follows:

For Waiver Years 3 one (1) through five (5) have been the state now has data that impacts original estimates based on Waiver Year 2022 historical data. While all Medicaid service utilization decreased due to the public health emergency, estimates have been based on utilization and service trends returning to those seen prior to the public health emergency of cost per program. Due to claims data we were able to adjust projections that better reflect the cost per program on which to base future projections. This may give appearance of stagnation of the program. WY's 3 through 5 are kept flat as there are no additional individuals being added to be served or anticipated rate increases.

- ii. Factor D' Derivation.** The estimates of Factor D' for each waiver year are included in Item J-1. The basis of these estimates is as follows:

Waiver year one (1) has been estimated based on Waiver Year 2022 historical data for clients while enrolled on the Autism Waiver and adding a four and one tenth percent (4.1%) average market growth basket. Market basket data is published at: <https://www.cms.gov/Research-Statistics-Data-and-Systems/Statistics-Trends-and-Reports/MedicareProgramRatesStats/MarketBasketData>.

The growth factor for waiver years two (2) through five (5) equals the CMS market basket average for the corresponding waiver year:

- WY 1 to 2 = 2.9%
- WY 2 to 3 = 2.6%
- WY 3 to 4 = 2.5%
- WY 4 to 5 = 2.3%

The State will review utilization and trends. Based on this continued review and analysis, factor D' may be adjusted and amendments submitted as needed. Factor D' is computed based on SFY 2011 Actual Data on children aged 18 months through age 6 in the MMIS system with ASD as their primary or secondary diagnosis and the related member months. The Inflation % was obtained using The Consumer Price Index for medical services averaged over a 5-year period.

iii. Factor G Derivation. The estimates of Factor G for each waiver year are included in Item J-1. The basis of these estimates is as follows:

Waiver year one (1) has been estimated based on the July 2023 daily rate for a child residing at the State of Arkansas public intermediate care facility in Conway, Arkansas, which is the only state public intermediate care facility that serves children requiring an institutional level of care, multiplied by the average length of stay of an Autism Waiver beneficiary during waiver year 2022.

The growth factor for waiver years two (2) through five (5) equals the CMS market basket average for the corresponding waiver year:

- WY 1 to 2 = 2.9%
- WY 2 to 3 = 2.6%
- WY 3 to 4 = 2.5%
- WY 4 to 5 = 2.3%

The State is and will continue to review utilization and trends. Based on this continued review and analysis, factor G may be adjusted, and amendments submitted for review as needed. Factor G reflects the average cost of the level of care that would be otherwise furnished to participants. Costs of all indirect services were removed to avoid double accounting of non-waiver expenses. All figures are based on actual expenses experienced in 2010.

iv. Factor G' Derivation. The estimates of Factor G' for each waiver year are included in Item J-1. The basis of these estimates is as follows:

Waiver year one (1) has been estimated based on the 2022 waiver year state plan utilization costs for children residing at the State of Arkansas public intermediate care facility in Conway, Arkansas, and adding a four and one tenth percent (4.1%) average market growth basket. Market basket data is published at: <https://www.cms.gov/Research-Statistics-Data-and-Systems/Statistics-Trends-and-Reports/MedicareProgramRatesStats/MarketBasketData>.

The growth factor for waiver years two (2) through five (5) equals the CMS market basket average for the corresponding waiver year:

- WY 1 to 2 = 2.9%
- WY 2 to 3 = 2.6%
- WY 3 to 4 = 2.5%
- WY 4 to 5 = 2.3%

The State is and will continue to review utilization and trends. Based on this continued review and analysis, factor G' may be adjusted, and amendments submitted for review as needed. Factor G' reflects the average cost of non-facility services that would be otherwise furnished to participants. Costs of all direct facility services were removed to avoid double accounting of non-waiver expenses. All figures are based on actual expenses experienced in 2010.

Appendix J: Cost Neutrality Demonstration

J-2: Derivation of Estimates (4 of 9)

Component management for waiver services. If the service(s) below includes two or more discrete services that are reimbursed separately, or is a bundled service, each component of the service must be listed. Select "manage components" to add these components.

Waiver Services	
Consultative Clinical and Therapeutic Services	
Individual Assessment/ Treatment Development/ Monitoring	
Lead Therapy Intervention	
Line Therapy Intervention	
Therapeutic Aides and Behavioral Reinforcers	

FINANCIAL IMPACT STATEMENT

PLEASE ANSWER ALL QUESTIONS COMPLETELY.

DEPARTMENT Department of Human Services

BOARD/COMMISSION Division of Developmental Disabilities Services

PERSON COMPLETING THIS STATEMENT Jason Callan

TELEPHONE NO. (501) 320-6540 **EMAIL** Jason.Callan@dhs.arkansas.gov

To comply with Ark. Code Ann. § 25-15-204(e), please complete the Financial Impact Statement and email it with the questionnaire, summary, markup and clean copy of the rule, and other documents. Please attach additional pages, if necessary.

TITLE OF THIS RULE Autism Services Rate Study and Waiver Renewal

1. Does this proposed, amended, or repealed rule have a financial impact?
Yes ☒ No ☐
2. Is the rule based on the best reasonably obtainable scientific, technical, economic, or other evidence and information available concerning the need for, consequences of, and alternatives to the rule?
Yes ☒ No ☐
3. In consideration of the alternatives to this rule, was this rule determined by the agency to be the least costly rule considered? Yes ☒ No ☐

If no, please explain:

(a) how the additional benefits of the more costly rule justify its additional cost;

(b) the reason for adoption of the more costly rule;

(c) whether the reason for adoption of the more costly rule is based on the interests of public health, safety, or welfare, and if so, how; and

(d) whether the reason for adoption of the more costly rule is within the scope of the agency's statutory authority, and if so, how.

4. If the purpose of this rule is to implement a *federal* rule or regulation, please state the following:
 - (a) What is the cost to implement the federal rule or regulation?

Current Fiscal Year

General Revenue \$350,000
 Federal Funds \$900,000
 Cash Funds _____
 Special Revenue _____
 Other (Identify) _____

Total \$ 1,250,000.00

Next Fiscal Year

General Revenue \$700,000
 Federal Funds \$1,800,000
 Cash Funds _____
 Special Revenue _____
 Other (Identify) _____

Total \$ 2,500,000.00

(b) What is the additional cost of the state rule?

Current Fiscal Year

General Revenue _____
 Federal Funds _____
 Cash Funds _____
 Special Revenue _____
 Other (Identify) _____

Total _____

Next Fiscal Year

General Revenue _____
 Federal Funds _____
 Cash Funds _____
 Special Revenue _____
 Other (Identify) _____

Total _____

5. What is the total estimated cost by fiscal year to any private individual, private entity, or private business subject to the proposed, amended, or repealed rule? Please identify those subject to the rule, and explain how they are affected.

Current Fiscal Year

\$ _____

Next Fiscal Year

\$ _____

6. What is the total estimated cost by fiscal year to a state, county, or municipal government to implement this rule? Is this the cost of the program or grant? Please explain how the government is affected.

Current Fiscal Year

\$ 350,000.00

Next Fiscal Year

\$ 700,000.00

7. With respect to the agency's answers to Questions #5 and #6 above, is there a new or increased cost or obligation of at least one hundred thousand dollars (\$100,000) per year to a private individual, private entity, private business, state government, county government, municipal government, or to two (2) or more of those entities combined?

Yes ☒ No ☐

If yes, the agency is required by Ark. Code Ann. § 25-15-204(e)(4) to file written findings at the time of filing the financial impact statement. The written findings shall be filed simultaneously with the financial impact statement and shall include, without limitation, the following:

- (1) a statement of the rule's basis and purpose;
- (2) the problem the agency seeks to address with the proposed rule, including a statement of whether a rule is required by statute;
- (3) a description of the factual evidence that:
 - (a) justifies the agency's need for the proposed rule; and
 - (b) describes how the benefits of the rule meet the relevant statutory objectives and justify the rule's costs;
- (4) a list of less costly alternatives to the proposed rule and the reasons why the alternatives do not adequately address the problem to be solved by the proposed rule;
- (5) a list of alternatives to the proposed rule that were suggested as a result of public comment and the reasons why the alternatives do not adequately address the problem to be solved by the proposed rule;
- (6) a statement of whether existing rules have created or contributed to the problem the agency seeks to address with the proposed rule and, if existing rules have created or contributed to the problem, an explanation of why amendment or repeal of the rule creating or contributing to the problem is not a sufficient response; and
- (7) an agency plan for review of the rule no less than every ten (10) years to determine whether, based upon the evidence, there remains a need for the rule including, without limitation, whether:
 - (a) the rule is achieving the statutory objectives;
 - (b) the benefits of the rule continue to justify its costs; and
 - (c) the rule can be amended or repealed to reduce costs while continuing to achieve the statutory objectives.

FINANCIAL IMPACT STATEMENT ADDENDUM

7. With respect to the agency's answers to Questions #5 and #6 above, is there a new or increased cost or obligation of at least one hundred thousand dollars (\$100,000) per year to a private individual, private entity, private business, state government, county government, municipal government, or to two (2) or more of those entities combined?

Yes ☒ No ☐

If yes, the agency is required by Ark. Code Ann. § 25-15-204(e)(4) to file written findings at the time of filing the financial impact statement. The written findings shall be filed simultaneously with the financial impact statement and shall include, without limitation, the following:

- (1) a statement of the rule's basis and purpose;

The Autism Waiver is a 1915(c) Medicaid Waiver that provides intensive one-on-one intervention services in natural environments to children from eighteen (18) months to eight (8) years of age with an ASD diagnosis and must be renewed every 5 years. The original renewal date for the Autism Waiver was December 6, 2022, but the waiver has been operating under an extension from the Centers for Medicare & Medicaid Services (CMS) while DHS conducted its autism services rate study. The Autism Waiver renewal application now needs to be submitted to CMS for its 5-year renewal.

- (2) the problem the agency seeks to address with the proposed rule, including a statement of whether a rule is required by statute;

The Autism Waiver renewal application needs to be submitted to CMS for its 5-year renewal pursuant to Section 1915(h) of the Social Security Act; 42 U.S.C. 1396n(h).

- (3) a description of the factual evidence that:

- (a) justifies the agency's need for the proposed rule; and
- (b) describes how the benefits of the rule meet the relevant statutory objectives and justify the rule's costs;

The rate study considered direct wages (using Arkansas-specific May 2021 Bureau of Labor Statistics data), indirect and transportation costs, employee related expenses, and supervisor time, and used an independent rate model approach that captured the average expected costs a reasonably efficient Arkansas provider would incur while delivering Autism Waiver services. It was determined that a rebasing of Arkansas Medicaid rates for the Autism Waiver program was appropriate.

- (4) a list of less costly alternatives to the proposed rule and the reasons why the alternatives do not adequately address the problem to be solved by the proposed rule;

The Workforce Stabilization Incentive Program under American Rescue Plan Act Section 9817 that provided nearly \$14 million dollars to providers, including providers who provide service under the Autism Waiver program will expire on November 11, 2023, unless we submit the renewal prior to the expiration date. Any funds previously sent to Autism Waiver providers for recruitment or retention bonuses to their staff will have to be recouped if we do not meet the November 11, 2023, deadline.

- (5) a list of alternatives to the proposed rule that were suggested as a result of public comment and the reasons why the alternatives do not adequately address the problem to be solved by the proposed rule;

No alternatives have been proposed.

(6) a statement of whether existing rules have created or contributed to the problem the agency seeks to address with the proposed rule and, if existing rules have created or contributed to the problem, an explanation of why amendment or repeal of the rule creating or contributing to the problem is not a sufficient response; and

The Autism Waiver provides intensive one-on-one intervention services in natural environments to children from eighteen (18) months to eight (8) years of age with a diagnosis of autism spectrum disorder (ASD). Parental/guardian participation is required to enroll in the Autism Waiver. Renewal of the waiver is necessary for the health of the children of Arkansas.

(7) an agency plan for review of the rule no less than every ten (10) years to determine whether, based upon the evidence, there remains a need for the rule including, without limitation, whether:

- (a) the rule is achieving the statutory objectives;
- (b) the benefits of the rule continue to justify its costs; and
- (c) the rule can be amended or repealed to reduce costs while continuing to achieve the statutory objectives.

The Agency monitors State and Federal rules and policies for opportunities to reduce and control cost. Additionally, the waiver requires continuing evaluation pursuant to federal law.

Statement of Necessity and Rule Summary Autism Services Rate Study and Waiver Renewal

Why is this change necessary? Please provide the circumstances that necessitate the change.

The Autism Waiver is a 1915(c) Medicaid Waiver that provides intensive one-on-one intervention services in natural environments to children from eighteen (18) months to eight (8) years of age with an ASD diagnosis and must be renewed every 5 years. The original renewal date for the Autism Waiver was December 6, 2022, but the waiver has been operating under an extension from the Centers for Medicare & Medicaid Services (CMS) while DHS conducted its autism services rate study. The Autism Waiver renewal application now needs to be submitted to CMS for its 5-year renewal.

Additionally, there had never been an independent, third-party rate study performed on Autism Waiver services. DHS engaged an independent actuary to conduct a rate study during the summer of 2023 to determine if a rebasing of rates was appropriate. It was determined that a rebasing of Arkansas Medicaid rates was appropriate.

The Workforce Stabilization Incentive Program under American Rescue Plan Act Section 9817 that provided nearly \$14 million dollars to providers, including providers who provide service under the Autism Waiver program will expire on November 11, 2023, unless we submit the renewal prior to the expiration date. Any funds previously sent to Autism Waiver providers for recruitment or retention bonuses to their staff will have to recouped if we do not meet the November 11, 2023, deadline.

What is the change? Please provide a summary of the change.

The Arkansas Medicaid rates for Autism Waiver services will be rebased. The rate study considered direct wages (using Arkansas-specific May 2021 Bureau of Labor Statistics data), indirect and transportation costs, employee related expenses, and supervisor time, and used an independent rate model approach that captured the average expected costs a reasonably efficient Arkansas provider would incur while delivering Autism Waiver services. It was determined that a rebasing of Arkansas Medicaid rates for the Autism Waiver program was appropriate. The newly rebased rates are reflected throughout the Autism Waiver rules listed below.

1. The Autism Waiver 5-year renewal application is to be submitted to CMS, which includes required updates that have occurred since the last amendment, updated cost neutrality demonstration based on the rebasing of rates, and other clarifying information throughout.
2. The Autism Waiver Medicaid Manual is to be revised to include the updates and changes included within the Autism Waiver renewal application.

Summary Addendum – For informational purposes only; this page will not be promulgated

Autism Rate Chart

HCPCS	SERVICE	RATE	
		CLINIC SETTING	NATURAL ENVIRONMENT
T2024 U3-BCBA	Assessment/ Treatment Development/Monitoring	\$18.45	\$22.31
H2019 U1-BA2	Lead Therapy Intervention	\$12.43	\$15.62
H2019 U2-RBT	Line Therapy Intervention	\$10.33	\$12.75
T2025 U1-BCBA	Consultative Clinical and Therapeutic Services	\$18.92	\$24.07

2021 Ark. HB 1545

Enacted, April 12, 2021

Reporter

2021 Ark. ALS 656; 2021 Ark. Acts 656; 2021 Ark. HB 1545

ARKANSAS ADVANCE LEGISLATIVE SERVICE > ARKANSAS 2021 REGULAR SESSION - 93RD GENERAL ASSEMBLY > ACT 656 > HOUSE BILL 1545

Notice

Added: Text highlighted in green

Deleted: Red-text with a strikethrough

Synopsis

A BILL — For An Act To Be Entitled

AN ACT TO UPDATE THE ARKANSAS CODE REGARDING LANGUAGE ASSOCIATED WITH AUTISM SPECTRUM DISORDERS; AND FOR OTHER PURPOSES.

Subtitle

TO UPDATE THE ARKANSAS CODE REGARDING LANGUAGE ASSOCIATED WITH AUTISM SPECTRUM DISORDERS.

Text

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code § 20-77-124 is amended to read as follows:

20-77-124. Medicaid waiver for autism spectrum disorder — Definitions.

(a) As used in this section:

- (1) “Autism spectrum disorder” means a ~~neurobiological~~ condition that ~~causes significant communication, social, and behavioral challenges that is diagnosed by a team of professionals, including without limitation a licensed physician, licensed psychologist, and a licensed speech language pathologist~~ diagnosed by at least two (2) qualified professionals who both conclude that a child fully meets the diagnostic criteria under the most recent edition of the American Psychiatric Association’s Diagnostic and Statistical Manual of Mental Disorders;

- (2) “Evidence-based ~~strategies~~ **treatment**” means ~~treatments that have been proven effective with children diagnosed with autism spectrum disorder as established~~ **treatment** subject to research that applies rigorous, systematic, and objective procedures to obtain valid knowledge of effectiveness relative to autism spectrum disorder as published by the National Standards Report by the National Autism Center; ~~and~~
 - (3) “Intensive early intervention treatment” means individualized treatment utilizing evidence-based ~~strategies based on~~ **treatment** determined appropriate following a detailed assessment of the child that occurs:
 - (A) In the home of the child **or a natural community** setting; **and**
 - (B) In the presence of the parent or legal guardian of the child; **and**
 - ~~(C) For a maximum period of twenty-five (25) hours per week.~~
 - (4)**
 - (A) “Qualified professional” means a professional who is educated and licensed in fields related to physical health, mental health, and child and adolescent physical and psychological development.
 - (B) A “qualified professional” only includes a licensed physician, licensed psychologist, or licensed speech-language pathologist.
- (b)**
- (1) The Department of Human Services shall ~~seek~~ **maintain** a Medicaid waiver from the Centers for Medicare & Medicaid Services to provide intensive early intervention treatment to any eligible child who has ~~been diagnosed with~~ **a primary diagnosis of** an autism spectrum disorder.
 - (2) ~~(A)~~ The waiver shall ~~be~~ **provide services** for **young** children ~~eighteen (18) months of age through seven (7) years of age~~ **consistent with the terms specified in the waiver application approved by the Centers for Medicare and Medicaid Services.**
 - ~~(B) A child shall not participate in the Medicaid waiver under this section for more than three (3) years.~~
 - ~~(C) The Medicaid waiver under this section shall not pay more than fifty thousand dollars (\$50,000) annually per child.~~
 - (3) The waiver shall seek to develop skills of children in the areas of cognition, behavior, communication, and social interaction.
- (c)** ~~(1) The department shall apply for the Medicaid waiver under this section only as funding becomes available for that purpose.~~
- ~~(2) No later than January 1, 2016,~~ **To the extent funding becomes appropriated and available, the department shall apply to add an additional fifty (50) eligibility slots to the Medicaid waiver for autism, ~~to the extent that appropriation and funding are available~~ **spectrum disorder.****

SECTION 2. Arkansas Code § [23-99-418](#)(a), concerning the definitions for coverage of autism spectrum disorders, is amended to read as follows:

(a) As used in this section:

- (1) “Applied behavior analysis” means the design, implementation, and evaluation of environmental modifications by a board- certified behavior analyst using behavioral stimuli and consequences to produce socially significant improvement in human behavior, including the use of direct observation, measurement, and functional analysis of the relationship between environment and behavior;
- (2) “Autism services provider” means a person, entity, or group that provides diagnostic evaluations and treatment of autism spectrum disorders, including licensed physicians, licensed psychiatrists, licensed ~~speech—therapists~~speech-language pathologists, licensed occupational therapists, licensed physical therapists, licensed psychologists, and board-certified behavior analysts;
- (3) “Autism spectrum disorder” means ~~any of the pervasive developmental disorders as defined by the most recent edition of the Diagnostic and Statistical Manual of Mental Disorders, including:~~
 - ~~(A) Autistic disorder;~~
 - ~~(B) Asperger’s disorder; and~~
 - ~~(C) Pervasive developmental disorder not otherwise specified;~~ a condition diagnosed according to the diagnostic criteria under the most recent edition of the American Psychiatric Association’s Diagnostic and Statistical Manual of Mental Disorders;
- (4) “Board-certified behavior analyst” means an individual certified by the ~~nationally—accredited~~ Behavior Analyst Certification Board, a ~~nationally—accredited~~national nongovernmental agency that certifies individuals who have completed academic, examination, training, and supervision requirements in applied behavior analysis;
- (5)
 - (A) “Diagnosis” means medically necessary assessment, evaluations, or tests to diagnose whether or not an individual has an autism spectrum disorder.
 - (B) Diagnostic evaluations do not need to be completed concurrently to diagnose autism spectrum disorder;
- (6) “Evidence-based treatment” means treatment subject to research that applies rigorous, systematic, and objective procedures to obtain valid knowledge of effectiveness relevant to autism spectrum disorders as published in the National Standards Report of the National Autism Center;
- (7)
 - (A) “Health benefit plan” means any group or blanket plan, policy, or contract for healthcare services issued or delivered in this state by healthcare insurers, including indemnity and managed care plans and the plans providing health benefits to state and public school

employees under [§ 21-5-401](#) et seq., but excluding individual major medical plans and plans providing healthcare services under Arkansas Constitution, Article 5, § 32, the Workers' Compensation Law, [§ 11-9-101](#) et seq., and the Public Employee Workers' Compensation Act, [§ 21-5-601](#) et seq.

- (B) "Health benefit plan" does not include an accident- only, specified disease, hospital indemnity, Medicare supplement, long-term care, disability income, or other limited benefit health insurance policy;
- (8) "Healthcare insurer" means any insurance company, hospital and medical service corporation, or health maintenance organization issuing or delivering health benefit plans in this state and subject to any of the following laws:
 - (A) The insurance laws of this state;
 - (B) [Section 23-75-101](#) et seq., pertaining to hospital and medical service corporations; and
 - (C) [Section 23-76-101](#) et seq., pertaining to health maintenance organizations;
- (9) "Medically necessary" means reasonably expected to do the following:
 - (A) Prevent the onset of an illness, condition, injury, or disability;
 - (B) Reduce or ameliorate the physical, mental, or developmental effects of an illness, condition, injury, or disability; or
 - (C) Assist to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the individual and the functional capacities that are appropriate for individuals of the same age;
- (10) "Pharmacy care" means medications prescribed by a licensed physician and any health-related services deemed medically necessary to determine the need or effectiveness of the medications;
- (11) "Psychiatric care" means direct or consultative services provided by a psychiatrist licensed in the state in which the psychiatrist practices;
- (12) "Psychological care" means direct or consultative services provided by a psychologist licensed in the state in which the psychologist practices;
- (13) "Therapeutic care" means services provided by licensed ~~speech therapists~~ speech-language pathologists, occupational therapists, or physical therapists; and
- (14) "Treatment" includes:
 - (A) The following care prescribed, provided, or ordered for a specific individual diagnosed with an autism spectrum disorder ~~by a licensed physician or a licensed psychologist who determines the care to be medically necessary and evidence-based~~, including without limitation:
 - (i) Applied behavior analysis when provided by or supervised by a board-certified behavior analyst;
 - (ii) Pharmacy care;
 - (iii) Psychiatric care;

- (iv) Psychological care;
 - (v) Therapeutic care; and
 - (vi) Equipment determined necessary to provide evidence-based treatment; and
- (B) Any care for an individual with autism spectrum disorder that is determined by a licensed physician to be:
- (i) Medically necessary; and
 - (ii) Evidence-based.

History

Approved by the Governor April 12, 2021

Effective date: 91st day after adjournment

Sponsor

Representatives M. Davis, L. Johnson, Maddox, Vaught. Senator K. Ingram

ARKANSAS ADVANCE LEGISLATIVE SERVICE

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A.C.A. § 20-77-124

Current through all legislation of the 2023 Regular Session, including corrections and edits by the Arkansas Code Revision Commission.

AR - Arkansas Code Annotated > Title 20 Public Health and Welfare > Subtitle 5. Social Services > Chapter 77 Medical Assistance > Subchapter 1 — General Provisions

20-77-124. Medicaid waiver for autism spectrum disorder — Definitions.

(a) As used in this section:

- (1) “Autism spectrum disorder” means a condition that is diagnosed by at least two (2) qualified professionals who both conclude that a child fully meets the diagnostic criteria under the most recent edition of the American Psychiatric Association's Diagnostic and Statistical Manual of Mental Disorders;
- (2) “Evidence-based treatment” means treatment subject to research that applies rigorous, systematic, and objective procedures to obtain valid knowledge of effectiveness relative to autism spectrum disorder as published by the National Standards Report by the National Autism Center;
- (3) “Intensive early intervention treatment” means individualized treatment utilizing evidence-based treatment determined appropriate following a detailed assessment of the child that occurs:
 - (A) In the home of the child or a natural community setting; and
 - (B) In the presence of the parent or legal guardian of the child; and
- (4)
 - (A) “Qualified professional” means a professional who is educated and licensed in fields related to physical health, mental health, and child and adolescent physical and psychological development.
 - (B) “Qualified professional” only includes a licensed physician, licensed psychologist, or licensed speech-language pathologist.

(b)

- (1) The Department of Human Services shall maintain a Medicaid waiver from the Centers for Medicare & Medicaid Services to provide intensive early intervention treatment to any eligible child who has a primary diagnosis of an autism spectrum disorder.
- (2) The waiver shall provide services for young children consistent with the terms specified in the waiver application approved by the Centers for Medicare & Medicaid Services.
- (3) The waiver shall seek to develop skills of children in the areas of cognition, behavior, communication, and social interaction.

(c) To the extent funding becomes appropriated and available, the department shall apply to add additional eligibility slots to the Medicaid waiver for autism spectrum disorder.

History

[*Acts 2007, No. 1198, § 1*](#); [*2015, No. 1008, § 1*](#); [*2021, No. 656, § 1*](#).

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42 USCS § 1396n

Current through Public Law 118-13, approved August 7, 2023.

United States Code Service > **TITLE 42. THE PUBLIC HEALTH AND WELFARE (Chs. 1 — 164)** > **CHAPTER 7. SOCIAL SECURITY (Titles I — XXI)** > **TITLE XIX. GRANTS TO STATES FOR MEDICAL ASSISTANCE PROGRAMS (§§ 1396 — 1396w-7)**

§ 1396n. Compliance with State plan and payment provisions

(a) Activities deemed as compliance. A State shall not be deemed to be out of compliance with the requirements of paragraphs (1), (10), or (23) of section 1902(a) [42 USCS § 1396a(1), (10), or (23)] solely by reason of the fact that the State (or any political subdivision thereof)—

(1) has entered into—

(A) a contract with an organization which has agreed to provide care and services in addition to those offered under the State plan to individuals eligible for medical assistance who reside in the geographic area served by such organization and who elect to obtain such care and services from such organization, or by reason of the fact that the plan provides for payment for rural health clinic services only if those services are provided by a rural health clinic; or

(B) arrangements through a competitive bidding process or otherwise for the purchase of laboratory services referred to in section 1905(a)(3) [42 USCS § 1396d(a)(3)] or medical devices if the Secretary has found that—

(i) adequate services or devices will be available under such arrangements, and

(ii) any such laboratory services will be provided only through laboratories—

(I) which meet the applicable requirements of section 1861(e)(9) [42 USCS § 1395x(e)(9)] or paragraphs (16) and (17) of section 1861(s) [42 USCS § 1395x(s)(16) and (17)], and such additional requirements as the Secretary may require, and

(II) no more than 75 percent of whose charges for such services are for services provided to individuals who are entitled to benefits under this title [42 USCS §§ 1396 et seq.] or under part A or part B of title XVIII [42 USCS §§ 1395c et seq. or 1395j et seq.]; or

(2) restricts for a reasonable period of time the provider or providers from which an individual (eligible for medical assistance for items or services under the State plan) can receive such items or services, if—

(A) the State has found, after notice and opportunity for a hearing (in accordance with procedures established by the State), that the individual has utilized such items or services at a frequency or amount not medically necessary (as determined in accordance with utilization guidelines established by the State), and

(B) under such restriction, individuals eligible for medical assistance for such services have reasonable access (taking into account geographic location and reasonable travel time) to such services of adequate quality.

(b) Waivers to promote cost-effectiveness and efficiency. The Secretary, to the extent he finds it to be cost-effective and efficient and not inconsistent with the purposes of this title [[42 USCS §§ 1396](#) et seq.], may waive such requirements of section 1902 [[42 USCS § 1396a](#)] (other than subsection (s)) (other than sections 1902(a)(15), 1902(bb), and 1902(a)(10)(A) [[42 USCS § 1396a\(a\)\(15\)](#), (bb), and (a)(10)(A)] insofar as it requires provision of the care and services described in section 1905(a)(2)(C) [[42 USCS § 1396d\(a\)\(2\)\(C\)](#)]) as may be necessary for a State—

- (1) to implement a primary care case-management system or a specialty physician services arrangement which restricts the provider from (or through) whom an individual (eligible for medical assistance under this title [[42 USCS §§ 1396](#) et seq.]) can obtain medical care services (other than in emergency circumstances), if such restriction does not substantially impair access to such services of adequate quality where medically necessary,
- (2) to allow a locality to act as a central broker in assisting individuals (eligible for medical assistance under this title [[42 USCS §§ 1396](#) et seq.]) in selecting among competing health care plans, if such restriction does not substantially impair access to services of adequate quality where medically necessary,
- (3) to share (through provision of additional services) with recipients of medical assistance under the State plan cost savings resulting from use by the recipient of more cost-effective medical care, and
- (4) to restrict the provider from (or through) whom an individual (eligible for medical assistance under this title [[42 USCS §§ 1396](#) et seq.]) can obtain services (other than in emergency circumstances) to providers or practitioners who undertake to provide such services and who meet, accept, and comply with the reimbursement, quality, and utilization standards under the State plan, which standards shall be consistent with the requirements of section 1923 [[42 USCS § 1396r-4](#)] and are consistent with access, quality, and efficient and economic provision of covered care and services, if such restriction does not discriminate among classes of providers on grounds unrelated to their demonstrated effectiveness and efficiency in providing those services and if providers under such restriction are paid on a timely basis in the same manner as health care practitioners must be paid under section 1902(a)(37)(A) [[42 USCS § 1396a\(a\)\(37\)\(A\)](#)].

No waiver under this subsection may restrict the choice of the individual in receiving services under section 1905(a)(4)(C) [[42 USCS § 1396d\(a\)\(4\)\(C\)](#)]. Subsection (h)(2) shall apply to a waiver under this subsection.

(c) Waiver respecting medical assistance requirement in State plan; scope, etc.; “habilitation services” defined; imposition of certain regulatory limits prohibited; computation of expenditures for certain disabled patients; coordinated services; substitution of participants.

- (1) The Secretary may by waiver provide that a State plan approved under this title [[42 USCS §§ 1396](#) et seq.] may include as “medical assistance” under such plan payment for part or all of the cost of home or community-based services (other than room and board) approved by the Secretary which are provided pursuant to a written plan of care to individuals with respect to

whom there has been a determination that but for the provision of such services the individuals would require the level of care provided in a hospital or a nursing facility or intermediate care facility for the mentally retarded the cost of which could be reimbursed under the State plan. For purposes of this subsection, the term “room and board” shall not include an amount established under a method determined by the State to reflect the portion of costs of rent and food attributable to an unrelated personal caregiver who is residing in the same household with an individual who, but for the assistance of such caregiver, would require admission to a hospital, nursing facility, or intermediate care facility for the mentally retarded.

(2) A waiver shall not be granted under this subsection unless the State provides assurances satisfactory to the Secretary that—

(A) necessary safeguards (including adequate standards for provider participation) have been taken to protect the health and welfare of individuals provided services under the waiver and to assure financial accountability for funds expended with respect to such services;

(B) the State will provide, with respect to individuals who—

(i) are entitled to medical assistance for inpatient hospital services, nursing facility services, or services in an intermediate care facility for the mentally retarded under the State plan,

(ii) may require such services, and

(iii) may be eligible for such home or community-based care under such waiver,

for an evaluation of the need for inpatient hospital services, nursing facility services, or services in an intermediate care facility for the mentally retarded;

(C) such individuals who are determined to be likely to require the level of care provided in a hospital, nursing facility, or intermediate care facility for the mentally retarded are informed of the feasible alternatives, if available under the waiver, at the choice of such individuals, to the provision of inpatient hospital services, nursing facility services, or services in an intermediate care facility for the mentally retarded;

(D) under such waiver the average per capita expenditure estimated by the State in any fiscal year for medical assistance provided with respect to such individuals does not exceed 100 percent of the average per capita expenditure that the State reasonably estimates would have been made in that fiscal year for expenditures under the State plan for such individuals if the waiver had not been granted; and

(E) the State will provide to the Secretary annually, consistent with a data collection plan designed by the Secretary, information on the impact of the waiver granted under this subsection on the type and amount of medical assistance provided under the State plan and on the health and welfare of recipients.

(3) A waiver granted under this subsection may include a waiver of the requirements of section 1902(a)(1) [42 USCS § 1396a(a)(1)] (relating to statewide), section 1902(a)(10)(B) [42 USCS § 1396a(a)(10)(B)] (relating to comparability), and section 1902(a)(10)(C)(i)(III) [42 USCS § 1396a(a)(10)(C)(i)(III)] (relating to income and resource

rules applicable in the community). A waiver under this subsection (other than a waiver described in subsection (h)(2)) shall be for an initial term of three years and, upon the request of a State, shall be extended for additional five-year periods unless the Secretary determines that for the previous waiver period the assurances provided under paragraph (2) have not been met. A waiver may provide, with respect to post-eligibility treatment of income of all individuals receiving services under that waiver, that the maximum amount of the individual's income which may be disregarded for any month for the maintenance needs of the individual may be an amount greater than the maximum allowed for that purpose under the regulations in effect on July 1, 1985.

(4) A waiver granted under this subsection may, consistent with paragraph (2)—

(A) limit the individuals provided benefits under such waiver to individuals with respect to whom the State has determined that there is a reasonable expectation that the amount of medical assistance provided with respect to the individual under such waiver will not exceed the amount of such medical assistance provided for such individual if the waiver did not apply, and

(B) provide medical assistance to individuals (to the extent consistent with written plans of care, which are subject to the approval of the State) for case management services, homemaker/home health aide services and personal care services, adult day health services, habilitation services, respite care, and such other services requested by the State as the Secretary may approve and for day treatment or other partial hospitalization services, psychosocial rehabilitation services, and clinic services (whether or not furnished in a facility) for individuals with chronic mental illness.

Except as provided under paragraph (2)(D), the Secretary may not restrict the number of hours or days of respite care in any period which a State may provide under a waiver under this subsection.

(5) For purposes of paragraph (4)(B), the term “habilitation services”—

(A) means services designed to assist individuals in acquiring, retaining, and improving the self-help, socialization, and adaptive skills necessary to reside successfully in home and community based settings; and

(B) includes (except as provided in subparagraph (C)) prevocational, educational, and supported employment services; but

(C) does not include—

(i) special education and related services (as such terms are defined in section 602 of the Individuals with Disabilities Education Act ([20 U.S.C. 1401](#))) which otherwise are available to the individual through a local educational agency; and

(ii) vocational rehabilitation services which otherwise are available to the individual through a program funded under section 110 of the Rehabilitation Act of 1973 ([29 U.S.C. 730](#)).

(6) The Secretary may not require, as a condition of approval of a waiver under this section under paragraph (2)(D), that the actual total expenditures for home and community-based

services under the waiver (and a claim for Federal financial participation in expenditures for the services) cannot exceed the approved estimates for these services. The Secretary may not deny Federal financial payment with respect to services under such a waiver on the ground that, in order to comply with paragraph (2)(D), a State has failed to comply with such a requirement.

(7)

(A) In making estimates under paragraph (2)(D) in the case of a waiver that applies only to individuals with a particular illness or condition who are inpatients in, or who would require the level of care provided in, hospitals,[,] nursing facilities, or intermediate care facilities for the mentally retarded, the State may determine the average per capita expenditure that would have been made in a fiscal year for those individuals under the State plan separately from the expenditures for other individuals who are inpatients in, or who would require the level of care provided in, those respective facilities.

(B) In making estimates under paragraph (2)(D) in the case of a waiver that applies only to individuals with developmental disabilities who are inpatients in a nursing facility and whom the State has determined, on the basis of an evaluation under paragraph (2)(B), to need the level of services provided by an intermediate care facility for the mentally retarded, the State may determine the average per capita expenditures that would have been made in a fiscal year for those individuals under the State plan on the basis of the average per capita expenditures under the State plan for services to individuals who are inpatients in an intermediate care facility for the mentally retarded, without regard to the availability of beds for such inpatients.

(C) In making estimates under paragraph (2)(D) in the case of a waiver to the extent that it applies to individuals with mental retardation or a related condition who are resident in an intermediate care facility for the mentally retarded the participation of which under the State plan is terminated, the State may determine the average per capita expenditures that would have been made in a fiscal year for those individuals without regard to any such termination.

(8) The State agency administering the plan under this title [[42 USCS §§ 1396](#) et seq.] may, whenever appropriate, enter into cooperative arrangements with the State agency responsible for administering the program for children with special health care needs under title V [[42 USCS §§ 701](#) et seq.] in order to assure improved access to coordinated services to meet the needs of such children.

(9) In the case of any waiver under this subsection which contains a limit on the number of individuals who shall receive home or community-based services, the State may substitute additional individuals to receive such services to replace any individuals who die or become ineligible for services under the State plan.

(10) The Secretary shall not limit to fewer than 200 the number of individuals in the State who may receive home and community-based services under a waiver under this subsection.

(d) Home and community-based services for elderly.

(1) Subject to paragraph (2), the Secretary shall grant a waiver to provide that a State plan approved under this title [42 USCS §§ 1396 et seq.] shall include as “medical assistance” under such plan payment for part or all of the cost of home or community-based services (other than room and board) which are provided pursuant to a written plan of care to individuals 65 years of age or older with respect to whom there has been a determination that but for the provision of such services the individuals would be likely to require the level of care provided in a skilled nursing facility or intermediate care facility the cost of which could be reimbursed under the State plan. For purposes of this subsection, the term “room and board” shall not include an amount established under a method determined by the State to reflect the portion of costs of rent and food attributable to an unrelated personal caregiver who is residing in the same household with an individual who, but for the assistance of such caregiver, would require admission to a hospital, nursing facility, or intermediate care facility for the mentally retarded.

(2) A waiver shall not be granted under this subsection unless the State provides assurances satisfactory to the Secretary that—

(A) necessary safeguards (including adequate standards for provider participation) have been taken to protect the health and welfare of individuals provided services under the waiver and to assure financial accountability for funds expended with respect to such services;

(B) with respect to individuals 65 years of age or older who—

(i) are entitled to medical assistance for skilled nursing or intermediate care facility services under the State plan,

(ii) may require such services, and

(iii) may be eligible for such home or community-based services under such waiver,

the State will provide for an evaluation of the need for such skilled nursing facility or intermediate care facility services; and

(C) such individuals who are determined to be likely to require the level of care provided in a skilled nursing facility or intermediate care facility are informed of the feasible alternatives to the provision of skilled nursing facility or intermediate care facility services, which such individuals may choose if available under the waiver.

Each State with a waiver under this subsection shall provide to the Secretary annually, consistent with a reasonable data collection plan designed by the Secretary, information on the impact of the waiver granted under this subsection on the type and amount of medical assistance provided under the State plan and on the health and welfare of recipients.

(3) A waiver granted under this subsection may include a waiver of the requirements of section 1902(a)(1) [42 USCS § 1396a(a)(1)] (relating to statewideness), section 1902(a)(10)(B) [42 USCS § 1396a(a)(10)(B)] (relating to comparability), and section 1902(a)(10)(C)(i)(III) [42 USCS § 1396a(a)(10)(C)(i)(III)] (relating to income and resource rules applicable in the community). Subject to a termination by the State (with notice to the Secretary) at any time, a waiver under this subsection (other than a waiver described in subsection (h)(2)) shall be for an initial term of 3 years and, upon the request of a State, shall be extended for additional 5-year periods unless the Secretary determines that for the previous

waiver period the assurances provided under paragraph (2) have not been met. A waiver may provide, with respect to post-eligibility treatment of income of all individuals receiving services under the waiver, that the maximum amount of the individual's income which may be disregarded for any month is equal to the amount that may be allowed for that purpose under a waiver under subsection (c).

(4) A waiver under this subsection may, consistent with paragraph (2), provide medical assistance to individuals for case management services, homemaker/home health aide services and personal care services, adult day health services, respite care, and other medical and social services that can contribute to the health and well-being of individuals and their ability to reside in a community-based care setting.

(5)

(A) In the case of a State having a waiver approved under this subsection, notwithstanding any other provision of section 1903 [[42 USCS § 1396b](#)] to the contrary, the total amount expended by the State for medical assistance with respect to skilled nursing facility services, intermediate care facility services, and home and community-based services under the State plan for individuals 65 years of age or older during a waiver year under this subsection may not exceed the projected amount determined under subparagraph (B).

(B) For purposes of subparagraph (A), the projected amount under this subparagraph is the sum of the following:

(i) The aggregate amount of the State's medical assistance under this title [[42 USCS §§ 1396](#) et seq.] for skilled nursing facility services and intermediate care facility services furnished to individuals who have attained the age of 65 for the base year increased by a percentage which is equal to the lesser of 7 percent times the number of years (rounded to the nearest quarter of a year) beginning after the base year and ending at the end of the waiver year involved or the sum of—

(I) the percentage increase (based on an appropriate market-basket index representing the costs of elements of such services) between the beginning of the base year and the beginning of the waiver year involved, plus

(II) the percentage increase between the beginning of the base year and the beginning of waiver year involved in the number of residents in the State who have attained the age of 65, plus

(III) 2 percent for each year (rounded to the nearest quarter of a year) beginning after the base year and ending at the end of the waiver year.

(ii) The aggregate amount of the State's medical assistance under this title [[42 USCS §§ 1396](#) et seq.] for home and community-based services for individuals who have attained the age of 65 for the base year increased by a percentage which is equal to the lesser of 7 percent times the number of years (rounded to the nearest quarter of a year) beginning after the base year and ending at the end of the waiver year involved or the sum of—

- (I) the percentage increase (based on an appropriate market-basket index representing the costs of elements of such services) between the beginning of the base year and the beginning of the waiver year involved, plus
 - (II) the percentage increase between the beginning of the base year and the beginning of the waiver year involved in the number of residents in the State who have attained the age of 65, plus
 - (III) 2 percent for each year (rounded to the nearest quarter of a year) beginning after the base year and ending at the end of the waiver year.
- (iii) The Secretary shall develop and promulgate by regulation (by not later than October 1, 1989)—

- (I) a method, based on an index of appropriately weighted indicators of changes in the wages and prices of the mix of goods and services which comprise both skilled nursing facility services and intermediate care facility services (regardless of the source of payment for such services), for projecting the percentage increase for purposes of clause (i)(I);
- (II) a method, based on an index of appropriately weighted indicators of changes in the wages and prices of the mix of goods and services which comprise home and community-based services (regardless of the source of payment for such services), for projecting the percentage increase for purposes of clause (ii)(I); and
- (III) a method for projecting, on a State specific basis, the percentage increase in the number of residents in each State who are over 65 years of age for any period.

The Secretary shall develop (by not later than October 1, 1989) a method for projecting, on a State-specific basis, the percentage increase in the number of residents in each State who are over 65 years of age for any period. Effective on and after the date the Secretary promulgates the regulation under clause (iii), any reference in this subparagraph to the “lesser of 7 percent” shall be deemed to be a reference to the “greater of 7 percent”.

(iv) If there is enacted after December 22, 1987, an Act which amends this title [[42 USCS §§ 1396](#) et seq.] whose provisions become effective on or after such date and which results in an increase in the aggregate amount of medical assistance under this title [[42 USCS §§ 1396](#) et seq.] for nursing facility services and home and community-based services for individuals who have attained the age of 65 years, the Secretary, at the request of a State with a waiver under this subsection for a waiver year or years and in close consultation with the State, shall adjust the projected amount computed under this subparagraph for the waiver year or years to take into account such increase.

(C) In this paragraph:

(i) The term “home and community-based services” includes services described in sections 1905(a)(7) and 1905(a)(8) [[42 USCS § 1396d\(a\)\(7\)](#) and (8)], services described in subsection (c)(4)(B), services described in paragraph (4), and personal care services.

(ii)

(I) Subject to subclause (II), the term “base year” means the most recent year (ending before the date of the enactment of this subsection [enacted Dec. 22, 1986]) for which actual final expenditures under this title [[42 USCS §§ 1396](#) et seq.] have been reported to, and accepted by, the Secretary.

(II) For purposes of subparagraph (C), in the case of a State that does not report expenditures on the basis of the age categories described in such subparagraph for a year ending before the date of the enactment of this subsection, the term “base year” means fiscal year 1989.

(iii) The term “intermediate care facility services” does not include services furnished in an institution certified in accordance with section 1905(d) [[42 USCS § 1396d\(d\)](#)].

(6)

(A) A determination by the Secretary to deny a request for a waiver (or extension of waiver) under this subsection shall be subject to review to the extent provided under section 1116(b) [[42 USCS § 1316\(b\)](#)].

(B) Notwithstanding any other provision of this Act, if the Secretary denies a request of the State for an extension of a waiver under this subsection, any waiver under this subsection in effect on the date such request is made shall remain in effect for a period of not less than 90 days after the date on which the Secretary denies such request (or, if the State seeks review of such determination in accordance with subparagraph (A), the date on which a final determination is made with respect to such review).

(e) Waiver for children infected with AIDS or drug dependent at birth.

(1)

(A) Subject to paragraph (2), the Secretary shall grant a waiver to provide that a State plan approved under this title [[42 USCS §§ 1396](#) et seq.] shall include as “medical assistance” under such plan payment for part or all of the cost of nursing care, respite care, physicians’ services, prescribed drugs, medical devices and supplies, transportation services, and such other services requested by the State as the Secretary may approve which are provided pursuant to a written plan of care to a child described in subparagraph (B) with respect to whom there has been a determination that but for the provision of such services the infants would be likely to require the level of care provided in a hospital or nursing facility the cost of which could be reimbursed under the State plan.

(B) Children described in this subparagraph are individuals under 5 years of age who—

(i) at the time of birth were infected with (or tested positively for) the etiologic agent for acquired immune deficiency syndrome (AIDS),

(ii) have such syndrome, or

(iii) at the time of birth were dependent on heroin, cocaine, or phencyclidine,

and with respect to whom adoption or foster care assistance is (or will be) made available under part E of title IV [[42 USCS §§ 670](#) et seq.].

(2) A waiver shall not be granted under this subsection unless the State provides assurances satisfactory to the Secretary that—

(A) necessary safeguards (including adequate standards for provider participation) have been taken to protect the health and welfare of individuals provided services under the waiver and to assure financial accountability for funds expended with respect to such services;

(B) under such waiver the average per capita expenditure estimated by the State in any fiscal year for medical assistance provided with respect to such individuals does not exceed 100 percent of the average per capita expenditure that the State reasonably estimates would have been made in that fiscal year for expenditures under the State plan for such individuals if the waiver had not been granted; and

(C) the State will provide to the Secretary annually, consistent with a data collection plan designed by the Secretary, information on the impact of the waiver granted under this subsection on the type and amount of medical assistance provided under the State plan and on the health and welfare of recipients.

(3) A waiver granted under this subsection may include a waiver of the requirements of section 1902(a)(1) [42 USCS § 1396a(a)(1)] (relating to statewideness) and section 1902(a)(10)(B) [42 USCS § 1396a(a)(10)(B)] (relating to comparability). A waiver under this subsection shall be for an initial term of 3 years and, upon the request of a State, shall be extended for additional five-year periods unless the Secretary determines that for the previous waiver period the assurances provided under paragraph (2) have not been met.

(4) The provisions of paragraph (6) of subsection (d) shall apply to this subsection in the same manner as it applies to subsection (d).

(f) Monitor of implementation of waivers; termination of waiver for noncompliance; time limitation for action on requests for plan approval, amendments, or waivers.

(1) The Secretary shall monitor the implementation of waivers granted under this section to assure that the requirements for such waiver are being met and shall, after notice and opportunity for a hearing, terminate any such waiver where he finds noncompliance has occurred.

(2) A request to the Secretary from a State for approval of a proposed State plan or plan amendment or a waiver of a requirement of this title [42 USCS §§ 1396 et seq.] submitted by the State pursuant to a provision of this title [42 USCS §§ 1396 et seq.] shall be deemed granted unless the Secretary, within 90 days after the date of its submission to the Secretary, either denies such request in writing or informs the State agency in writing with respect to any additional information which is needed in order to make a final determination with respect to the request. After the date the Secretary receives such additional information, the request shall be deemed granted unless the Secretary, within 90 days of such date, denies such request.

(g) Optional targeted case management services.

(1) A State may provide, as medical assistance, case management services under the plan without regard to the requirements of section 1902(a)(1) and section 1902(a)(10)(B) [42 USCS § 1396a(a)(1) and (a)(10)(B)]. The provision of case management services under this

subsection shall not restrict the choice of the individual to receive medical assistance in violation of section 1902(a)(23) [42 USCS § 1396a(a)(23)]. A State may limit the provision of case management services under this subsection to individuals with acquired immune deficiency syndrome (AIDS), or with AIDS-related conditions, or with either, or to individuals described in section 1902(z)(1)(A) [42 USCS § 1396a(z)(1)(A)] and a State may limit the provision of case management services under this subsection to individuals with chronic mental illness. The State may limit the case managers available with respect to case management services for eligible individuals with developmental disabilities or with chronic mental illness in order to ensure that the case managers for such individuals are capable of ensuring that such individuals receive needed services.

(2) For purposes of this subsection:

(A)

(i) The term “case management services” means services which will assist individuals eligible under the plan in gaining access to needed medical, social, educational, and other services.

(ii) Such term includes the following:

(I) Assessment of an eligible individual to determine service needs, including activities that focus on needs identification, to determine the need for any medical, educational, social, or other services. Such assessment activities include the following:

(aa) Taking client history.

(bb) Identifying the needs of the individual, and completing related documentation.

(cc) Gathering information from other sources such as family members, medical providers, social workers, and educators, if necessary, to form a complete assessment of the eligible individual.

(II) Development of a specific care plan based on the information collected through an assessment, that specifies the goals and actions to address the medical, social, educational, and other services needed by the eligible individual, including activities such as ensuring the active participation of the eligible individual and working with the individual (or the individual’s authorized health care decision maker) and others to develop such goals and identify a course of action to respond to the assessed needs of the eligible individual.

(III) Referral and related activities to help an individual obtain needed services, including activities that help link eligible individuals with medical, social, educational providers or other programs and services that are capable of providing needed services, such as making referrals to providers for needed services and scheduling appointments for the individual.

(IV) Monitoring and followup activities, including activities and contacts that are necessary to ensure the care plan is effectively implemented and adequately

addressing the needs of the eligible individual, and which may be with the individual, family members, providers, or other entities and conducted as frequently as necessary to help determine such matters as—

- (aa) whether services are being furnished in accordance with an individual's care plan;
- (bb) whether the services in the care plan are adequate; and
- (cc) whether there are changes in the needs or status of the eligible individual, and if so, making necessary adjustments in the care plan and service arrangements with providers.

(iii) Such term does not include the direct delivery of an underlying medical, educational, social, or other service to which an eligible individual has been referred, including, with respect to the direct delivery of foster care services, services such as (but not limited to) the following:

- (I) Research gathering and completion of documentation required by the foster care program.
- (II) Assessing adoption placements.
- (III) Recruiting or interviewing potential foster care parents.
- (IV) Serving legal papers.
- (V) Home investigations.
- (VI) Providing transportation.
- (VII) Administering foster care subsidies.
- (VIII) Making placement arrangements.

(B) The term “targeted case management services” are case management services that are furnished without regard to the requirements of section 1902(a)(1) [42 USCS § 1396a(a)(1)] and section 1902(a)(10)(B) [42 USCS § 1396a(a)(10)(B)] to specific classes of individuals or to individuals who reside in specified areas.

(3) With respect to contacts with individuals who are not eligible for medical assistance under the State plan or, in the case of targeted case management services, individuals who are eligible for such assistance but are not part of the target population specified in the State plan, such contacts—

- (A) are considered an allowable case management activity, when the purpose of the contact is directly related to the management of the eligible individual's care; and
- (B) are not considered an allowable case management activity if such contacts relate directly to the identification and management of the noneligible or nontargeted individual's needs and care.

(4)

(A) In accordance with section 1902(a)(25) [42 USCS § 1396a(a)(25)], Federal financial participation only is available under this title [[42 USCS §§ 1396](#) et seq.] for case

management services or targeted case management services if there are no other third parties liable to pay for such services, including as reimbursement under a medical, social, educational, or other program.

(B) A State shall allocate the costs of any part of such services which are reimbursable under another federally funded program in accordance with OMB Circular A-87 (or any related or successor guidance or regulations regarding allocation of costs among federally funded programs) under an approved cost allocation program.

(5) Nothing in this subsection shall be construed as affecting the application of rules with respect to third party liability under programs, or activities carried out under title XXVI of the Public Health Service Act [[42 USCS §§ 300ff-11](#) et seq.] or by the Indian Health Service.

(h) Period of waivers; continuations.

(1) No waiver under this section (other than a waiver under subsection (c), (d), or (e), or a waiver described in paragraph (2)) may extend over a period of longer than two years unless the State requests continuation of such waiver, and such request shall be deemed granted unless the Secretary, within 90 days after the date of its submission to the Secretary, either denies such request in writing or informs the State agency in writing with respect to any additional information which is needed in order to make a final determination with respect to the request. After the date the Secretary receives such additional information, the request shall be deemed granted unless the Secretary, within 90 days of such date, denies such request.

(2)

(A) Notwithstanding subsections (c)(3) and (d) (3), any waiver under subsection (b), (c), or (d), or a waiver under section 1115 [[42 USCS § 1315](#)], that provides medical assistance for dual eligible individuals (including any such waivers under which non dual eligible individuals may be enrolled in addition to dual eligible individuals) may be conducted for a period of 5 years and, upon the request of the State, may be extended for additional 5-year periods unless the Secretary determines that for the previous waiver period the conditions for the waiver have not been met or it would no longer be cost-effective and efficient, or consistent with the purposes of this title, to extend the waiver.

(B) In this paragraph, the term “dual eligible individual” means an individual who is entitled to, or enrolled for, benefits under part A of title XVIII [[42 USCS §§ 1395c](#) et seq.], or enrolled for benefits under part B of title XVIII [[42 USCS §§ 1395j](#) et seq.], and is eligible for medical assistance under the State plan under this title or under a waiver of such plan.

(i) State plan amendment option to provide home and community-based services for elderly and disabled individuals.

(1) In general. Subject to the succeeding provisions of this subsection, a State may provide through a State plan amendment for the provision of medical assistance for home and community-based services (within the scope of services described in paragraph (4)(B) of subsection (c) for which the Secretary has the authority to approve a waiver and not including room and board) for individuals eligible for medical assistance under the State plan whose income does not exceed 150 percent of the poverty line (as defined in section 2110(c)(5) [[42](#)

USCS § 1397jj(c)(5)]), without determining that but for the provision of such services the individuals would require the level of care provided in a hospital or a nursing facility or intermediate care facility for the mentally retarded, but only if the State meets the following requirements:

- (A)** Needs-based criteria for eligibility for, and receipt of, home and community-based services. The State establishes needs-based criteria for determining an individual's eligibility under the State plan for medical assistance for such home and community-based services, and if the individual is eligible for such services, the specific home and community-based services that the individual will receive.
- (B)** Establishment of more stringent needs-based eligibility criteria for institutionalized care. The State establishes needs-based criteria for determining whether an individual requires the level of care provided in a hospital, a nursing facility, or an intermediate care facility for the mentally retarded under the State plan or under any waiver of such plan that are more stringent than the needs-based criteria established under subparagraph (A) for determining eligibility for home and community-based services.
- (C)** Projection of number of individuals to be provided home and community-based services. The State submits to the Secretary, in such form and manner, and upon such frequency as the Secretary shall specify, the projected number of individuals to be provided home and community-based services.
- (D)** Criteria based on individual assessment.
 - (i)** In general. The criteria established by the State for purposes of subparagraphs (A) and (B) requires an assessment of an individual's support needs and capabilities, and may take into account the inability of the individual to perform 2 or more activities of daily living (as defined in [section 7702B\(c\)\(2\)\(B\) of the Internal Revenue Code of 1986 \[26 USCS § 7702B\(c\)\(2\)\(B\)\]](#)) or the need for significant assistance to perform such activities, and such other risk factors as the State determines to be appropriate.
 - (ii)** Adjustment authority. The State plan amendment provides the State with the option to modify the criteria established under subparagraph (A) (without having to obtain prior approval from the Secretary) in the event that the enrollment of individuals eligible for home and community-based services exceeds the projected enrollment submitted for purposes of subparagraph (C), but only if—
 - (I)** the State provides at least 60 days notice to the Secretary and the public of the proposed modification;
 - (II)** the State deems an individual receiving home and community-based services on the basis of the most recent version of the criteria in effect prior to the effective date of the modification to continue to be eligible for such services after the effective date of the modification and until such time as the individual no longer meets the standard for receipt of such services under such pre-modified criteria; and
 - (III)** after the effective date of such modification, the State, at a minimum, applies the criteria for determining whether an individual requires the level of care provided in a hospital, a nursing facility, or an intermediate care facility for the

mentally retarded under the State plan or under any waiver of such plan which applied prior to the application of the more stringent criteria developed under subparagraph (B).

(E) Independent evaluation and assessment.

(i) Eligibility determination. The State uses an independent evaluation for making the determinations described in subparagraphs (A) and (B).

(ii) Assessment. In the case of an individual who is determined to be eligible for home and community-based services, the State uses an independent assessment, based on the needs of the individual to—

(I) determine a necessary level of services and supports to be provided, consistent with an individual's physical and mental capacity;

(II) prevent the provision of unnecessary or inappropriate care; and

(III) establish an individualized care plan for the individual in accordance with subparagraph (G).

(F) Assessment. The independent assessment required under subparagraph (E)(ii) shall include the following:

(i) An objective evaluation of an individual's inability to perform 2 or more activities of daily living (as defined in [section 7702B\(c\)\(2\)\(B\) of the Internal Revenue Code of 1986](#) [26 USCS § 7702B(c)(2)(B)]) or the need for significant assistance to perform such activities.

(ii) A face-to-face evaluation of the individual by an individual trained in the assessment and evaluation of individuals whose physical or mental conditions trigger a potential need for home and community-based services.

(iii) Where appropriate, consultation with the individual's family, spouse, guardian, or other responsible individual.

(iv) Consultation with appropriate treating and consulting health and support professionals caring for the individual.

(v) An examination of the individual's relevant history, medical records, and care and support needs, guided by best practices and research on effective strategies that result in improved health and quality of life outcomes.

(vi) If the State offers individuals the option to self-direct the purchase of, or control the receipt of, home and community-based service, an evaluation of the ability of the individual or the individual's representative to self-direct the purchase of, or control the receipt of, such services if the individual so elects.

(G) Individualized care plan.

(i) In general. In the case of an individual who is determined to be eligible for home and community-based services, the State uses the independent assessment required under subparagraph (E)(ii) to establish a written individualized care plan for the individual.

(ii) Plan requirements. The State ensures that the individualized care plan for an individual—

(I) is developed—

(aa) in consultation with the individual, the individual’s treating physician, health care or support professional, or other appropriate individuals, as defined by the State, and, where appropriate the individual’s family, caregiver, or representative; and

(bb) taking into account the extent of, and need for, any family or other supports for the individual;

(II) identifies the necessary home and community-based services to be furnished to the individual (or, if the individual elects to self-direct the purchase of, or control the receipt of, such services, funded for the individual); and

(III) is reviewed at least annually and as needed when there is a significant change in the individual’s circumstances.

(iii) State option to offer election for self-directed services.

(I) Individual choice. At the option of the State, the State may allow an individual or the individual’s representative to elect to receive self-directed home and community-based services in a manner which gives them the most control over such services consistent with the individual’s abilities and the requirements of subclauses (II) and (III).

(II) Self-directed services. The term “self-directed” means, with respect to the home and community-based services offered under the State plan amendment, such services for the individual which are planned and purchased under the direction and control of such individual or the individual’s authorized representative, including the amount, duration, scope, provider, and location of such services, under the State plan consistent with the following requirements:

(aa) Assessment. There is an assessment of the needs, capabilities, and preferences of the individual with respect to such services.

(bb) Service plan. Based on such assessment, there is developed jointly with such individual or the individual’s authorized representative a plan for such services for such individual that is approved by the State and that satisfies the requirements of subclause (III).

(III) Plan requirements. For purposes of subclause (II)(bb), the requirements of this subclause are that the plan—

(aa) specifies those services which the individual or the individual’s authorized representative would be responsible for directing;

(bb) identifies the methods by which the individual or the individual’s authorized representative will select, manage, and dismiss providers of such services;

(cc) specifies the role of family members and others whose participation is sought by the individual or the individual's authorized representative with respect to such services;

(dd) is developed through a person-centered process that is directed by the individual or the individual's authorized representative, builds upon the individual's capacity to engage in activities that promote community life and that respects the individual's preferences, choices, and abilities, and involves families, friends, and professionals as desired or required by the individual or the individual's authorized representative;

(ee) includes appropriate risk management techniques that recognize the roles and sharing of responsibilities in obtaining services in a self-directed manner and assure the appropriateness of such plan based upon the resources and capabilities of the individual or the individual's authorized representative; and

(ff) may include an individualized budget which identifies the dollar value of the services and supports under the control and direction of the individual or the individual's authorized representative.

(IV) Budget process. With respect to individualized budgets described in subclause (III)(ff), the State plan amendment—

(aa) describes the method for calculating the dollar values in such budgets based on reliable costs and service utilization;

(bb) defines a process for making adjustments in such dollar values to reflect changes in individual assessments and service plans; and

(cc) provides a procedure to evaluate expenditures under such budgets.

(H) Quality assurance; conflict of interest standards.

(i) Quality assurance. The State ensures that the provision of home and community-based services meets Federal and State guidelines for quality assurance.

(ii) Conflict of interest standards. The State establishes standards for the conduct of the independent evaluation and the independent assessment to safeguard against conflicts of interest.

(I) Redeterminations and appeals. The State allows for at least annual redeterminations of eligibility, and appeals in accordance with the frequency of, and manner in which, redeterminations and appeals of eligibility are made under the State plan.

(J) Presumptive eligibility for assessment. The State, at its option, elects to provide for a period of presumptive eligibility (not to exceed a period of 60 days) only for those individuals that the State has reason to believe may be eligible for home and community-based services. Such presumptive eligibility shall be limited to medical assistance for carrying out the independent evaluation and assessment under subparagraph (E) to determine an individual's eligibility for such services and if the individual is so eligible, the specific home and community-based services that the individual will receive.

(2) Definition of individual’s representative. In this section, the term “individual’s representative” means, with respect to an individual, a parent, a family member, or a guardian of the individual, an advocate for the individual, or any other individual who is authorized to represent the individual.

(3) Nonapplication. A State may elect in the State plan amendment approved under this section to not comply with the requirements of 1902(a)(10)(B) [42 USCS § 1396a(a)(10)(B)] (relating to comparability) and section 1902(a)(10)(C)(i)(III) [42 USCS § 1396a(a)(10)(C)(i)(III)] (relating to income and resource rules applicable in the community), but only for purposes of provided home and community-based services in accordance with such amendment. Any such election shall not be construed to apply to the provision of services to an individual receiving medical assistance in an institutionalized setting as a result of a determination that the individual requires the level of care provided in a hospital or a nursing facility or intermediate care facility for the mentally retarded.

(4) No effect on other waiver authority. Nothing in this subsection shall be construed as affecting the option of a State to offer home and community-based services under a waiver under subsections (c) or (d) of this section or under section 1115 [42 USCS § 1315].

(5) Continuation of Federal financial participation for medical assistance provided to individuals as of effective date of State plan amendment. Notwithstanding paragraph (1)(B), Federal financial participation shall continue to be available for an individual who is receiving medical assistance in an institutionalized setting, or home and community-based services provided under a waiver under this section or section 1115 [42 USCS § 1315] that is in effect as of the effective date of the State plan amendment submitted under this subsection, as a result of a determination that the individual requires the level of care provided in a hospital or a nursing facility or intermediate care facility for the mentally retarded, without regard to whether such individuals satisfy the more stringent eligibility criteria established under that paragraph, until such time as the individual is discharged from the institution or waiver program or no longer requires such level of care.

(6) State option to provide home and community-based services to individuals eligible for services under a waiver.

(A) In general. A State that provides home and community-based services in accordance with this subsection to individuals who satisfy the needs-based criteria for the receipt of such services established under paragraph (1)(A) may, in addition to continuing to provide such services to such individuals, elect to provide home and community-based services in accordance with the requirements of this paragraph to individuals who are eligible for home and community-based services under a waiver approved for the State under subsection (c), (d), or (e) or under section 1115 [42 USCS § 1315] to provide such services, but only for those individuals whose income does not exceed 300 percent of the supplemental security income benefit rate established by section 1611(b)(1) [42 USCS § 1382(b)(1)].

(B) Application of same requirements for individuals satisfying needs-based criteria. Subject to subparagraph (C), a State shall provide home and community-based services to individuals under this paragraph in the same manner and subject to the same requirements

as apply under the other paragraphs of this subsection to the provision of home and community-based services to individuals who satisfy the needs-based criteria established under paragraph (1)(A).

(C) Authority to offer different type, amount, duration, or scope of home and community-based services. A State may offer home and community-based services to individuals under this paragraph that differ in type, amount, duration, or scope from the home and community-based services offered for individuals who satisfy the needs-based criteria established under paragraph (1)(A), so long as such services are within the scope of services described in paragraph (4)(B) of subsection (c) for which the Secretary has the authority to approve a waiver and do not include room or board.

(7) State option to offer home and community-based services to specific, targeted populations.

(A) In general. A State may elect in a State plan amendment under this subsection to target the provision of home and community-based services under this subsection to specific populations and to differ the type, amount, duration, or scope of such services to such specific populations.

(B) 5-year term.

(i) In general. An election by a State under this paragraph shall be for a period of 5 years.

(ii) Phase-in of services and eligibility permitted during initial 5-year period. A State making an election under this paragraph may, during the first 5-year period for which the election is made, phase-in the enrollment of eligible individuals, or the provision of services to such individuals, or both, so long as all eligible individuals in the State for such services are enrolled, and all such services are provided, before the end of the initial 5-year period.

(C) Renewal. An election by a State under this paragraph may be renewed for additional 5-year terms if the Secretary determines, prior to beginning of each such renewal period, that the State has—

(i) adhered to the requirements of this subsection and paragraph in providing services under such an election; and

(ii) met the State's objectives with respect to quality improvement and beneficiary outcomes.

(j) Optional choice of self-directed personal assistance services.

(1) A State may provide, as "medical assistance", payment for part or all of the cost of self-directed personal assistance services (other than room and board) under the plan which are provided pursuant to a written plan of care to individuals with respect to whom there has been a determination that, but for the provision of such services, the individuals would require and receive personal care services under the plan, or home and community-based services provided pursuant to a waiver under subsection (c). Self-directed personal assistance services may not be provided under this subsection to individuals who reside in a home or property that is owned, operated, or controlled by a provider of services, not related by blood or marriage.

(2) The Secretary shall not grant approval for a State self-directed personal assistance services program under this section unless the State provides assurances satisfactory to the Secretary of the following:

(A) Necessary safeguards have been taken to protect the health and welfare of individuals provided services under the program, and to assure financial accountability for funds expended with respect to such services.

(B) The State will provide, with respect to individuals who—

(i) are entitled to medical assistance for personal care services under the plan, or receive home and community-based services under a waiver granted under subsection (c);

(ii) may require self-directed personal assistance services; and

(iii) may be eligible for self-directed personal assistance services,

an evaluation of the need for personal care under the plan, or personal services under a waiver granted under subsection (c).

(C) Such individuals who are determined to be likely to require personal care under the plan, or home and community-based services under a waiver granted under subsection (c) are informed of the feasible alternatives, if available under the State's self-directed personal assistance services program, at the choice of such individuals, to the provision of personal care services under the plan, or personal assistance services under a waiver granted under subsection (c).

(D) The State will provide for a support system that ensures participants in the self-directed personal assistance services program are appropriately assessed and counseled prior to enrollment and are able to manage their budgets. Additional counseling and management support may be provided at the request of the participant.

(E) The State will provide to the Secretary an annual report on the number of individuals served and total expenditures on their behalf in the aggregate. The State shall also provide an evaluation of overall impact on the health and welfare of participating individuals compared to non-participants every three years.

(3) A State may provide self-directed personal assistance services under the State plan without regard to the requirements of section 1902(a)(1) [42 USCS § 1396a(a)(1)] and may limit the population eligible to receive these services and limit the number of persons served without regard to section 1902(a)(10)(B) [42 USCS § 1396a(a)(10)(B)].

(4)

(A) For purposes of this subsection, the term “self-directed personal assistance services” means personal care and related services, or home and community-based services otherwise available under the plan under this title [42 USCS §§ 1396 et seq.] or subsection (c), that are provided to an eligible participant under a self-directed personal assistance services program under this section, under which individuals, within an approved self-directed services plan and budget, purchase personal assistance and related services, and

permits participants to hire, fire, supervise, and manage the individuals providing such services.

(B) At the election of the State—

- (i)** a participant may choose to use any individual capable of providing the assigned tasks including legally liable relatives as paid providers of the services; and
- (ii)** the individual may use the individual's budget to acquire items that increase independence or substitute (such as a microwave oven or an accessibility ramp) for human assistance, to the extent that expenditures would otherwise be made for the human assistance.

(5) For purpose of this section, the term “approved self-directed services plan and budget” means, with respect to a participant, the establishment of a plan and budget for the provision of self-directed personal assistance services, consistent with the following requirements:

(A) Self-direction. The participant (or in the case of a participant who is a minor child, the participant's parent or guardian, or in the case of an incapacitated adult, another individual recognized by State law to act on behalf of the participant) exercises choice and control over the budget, planning, and purchase of self-directed personal assistance services, including the amount, duration, scope, provider, and location of service provision.

(B) Assessment of needs. There is an assessment of the needs, strengths, and preferences of the participants for such services.

(C) Service plan. A plan for such services (and supports for such services) for the participant has been developed and approved by the State based on such assessment through a person-centered process that—

- (i)** builds upon the participant's capacity to engage in activities that promote community life and that respects the participant's preferences, choices, and abilities; and
- (ii)** involves families, friends, and professionals in the planning or delivery of services or supports as desired or required by the participant.

(D) Service budget. A budget for such services and supports for the participant has been developed and approved by the State based on such assessment and plan and on a methodology that uses valid, reliable cost data, is open to public inspection, and includes a calculation of the expected cost of such services if those services were not self-directed. The budget may not restrict access to other medically necessary care and services furnished under the plan and approved by the State but not included in the budget.

(E) Application of quality assurance and risk management. There are appropriate quality assurance and risk management techniques used in establishing and implementing such plan and budget that recognize the roles and responsibilities in obtaining services in a self-directed manner and assure the appropriateness of such plan and budget based upon the participant's resources and capabilities.

(6) A State may employ a financial management entity to make payments to providers, track costs, and make reports under the program. Payment for the activities of the financial

management entity shall be at the administrative rate established in section 1903(a) [[42 USCS § 1396b\(a\)](#)].

(k) State plan option to provide home and community-based attendant services and supports.

(1) In general. Subject to the succeeding provisions of this subsection, beginning October 1, 2011, a State may provide through a State plan amendment for the provision of medical assistance for home and community-based attendant services and supports for individuals who are eligible for medical assistance under the State plan whose income does not exceed 150 percent of the poverty line (as defined in section 2110(c)(5) [[42 USCS § 1397jj\(c\)\(5\)](#)]) or, if greater, the income level applicable for an individual who has been determined to require an institutional level of care to be eligible for nursing facility services under the State plan and with respect to whom there has been a determination that, but for the provision of such services, the individuals would require the level of care provided in a hospital, a nursing facility, an intermediate care facility for the mentally retarded, or an institution for mental diseases, the cost of which could be reimbursed under the State plan, but only if the individual chooses to receive such home and community-based attendant services and supports, and only if the State meets the following requirements:

(A) Availability. The State shall make available home and community-based attendant services and supports to eligible individuals, as needed, to assist in accomplishing activities of daily living, instrumental activities of daily living, and health-related tasks through hands-on assistance, supervision, or cueing—

(i) under a person-centered plan of services and supports that is based on an assessment of functional need and that is agreed to in writing by the individual or, as appropriate, the individual's representative;

(ii) in a home or community setting, which does not include a nursing facility, institution for mental diseases, or an intermediate care facility for the mentally retarded;

(iii) under an agency-provider model or other model (as defined in paragraph (6)(C)); and

(iv) the furnishing of which—

(I) is selected, managed, and dismissed by the individual, or, as appropriate, with assistance from the individual's representative;

(II) is controlled, to the maximum extent possible, by the individual or where appropriate, the individual's representative, regardless of who may act as the employer of record; and

(III) provided by an individual who is qualified to provide such services, including family members (as defined by the Secretary).

(B) Included services and supports. In addition to assistance in accomplishing activities of daily living, instrumental activities of daily living, and health related tasks, the home and community-based attendant services and supports made available include—

- (i) the acquisition, maintenance, and enhancement of skills necessary for the individual to accomplish activities of daily living, instrumental activities of daily living, and health related tasks;
- (ii) back-up systems or mechanisms (such as the use of beepers or other electronic devices) to ensure continuity of services and supports; and
- (iii) voluntary training on how to select, manage, and dismiss attendants.

(C) Excluded services and supports. Subject to subparagraph (D), the home and community-based attendant services and supports made available do not include—

- (i) room and board costs for the individual;
- (ii) special education and related services provided under the Individuals with Disabilities Education Act [[20 USCS §§ 1400](#) et seq.] and vocational rehabilitation services provided under the Rehabilitation Act of 1973 [[29 USCS §§ 701](#) et seq.];
- (iii) assistive technology devices and assistive technology services other than those under (1)(B)(ii);
- (iv) medical supplies and equipment; or
- (v) home modifications.

(D) Permissible services and supports. The home and community-based attendant services and supports may include—

- (i) expenditures for transition costs such as rent and utility deposits, first month's rent and utilities, bedding, basic kitchen supplies, and other necessities required for an individual to make the transition from a nursing facility, institution for mental diseases, or intermediate care facility for the mentally retarded to a community-based home setting where the individual resides; and
- (ii) expenditures relating to a need identified in an individual's person-centered plan of services that increase independence or substitute for human assistance, to the extent that expenditures would otherwise be made for the human assistance.

(2) Increased Federal financial participation. For purposes of payments to a State under section 1903(a)(1) [[42 USCS § 1396b\(a\)\(1\)](#)], with respect to amounts expended by the State to provide medical assistance under the State plan for home and community-based attendant services and supports to eligible individuals in accordance with this subsection during a fiscal year quarter occurring during the period described in paragraph (1), the Federal medical assistance percentage applicable to the State (as determined under section 1905(b) [[42 USCS § 1396d\(b\)](#)]) shall be increased by 6 percentage points.

(3) State requirements. In order for a State plan amendment to be approved under this subsection, the State shall—

- (A)** develop and implement such amendment in collaboration with a Development and Implementation Council established by the State that includes a majority of members with disabilities, elderly individuals, and their representatives and consults and collaborates with such individuals;

(B) provide consumer controlled home and community-based attendant services and supports to individuals on a statewide basis, in a manner that provides such services and supports in the most integrated setting appropriate to the individual's needs, and without regard to the individual's age, type or nature of disability, severity of disability, or the form of home and community-based attendant services and supports that the individual requires in order to lead an independent life;

(C) with respect to expenditures during the first full fiscal year in which the State plan amendment is implemented, maintain or exceed the level of State expenditures for medical assistance that is provided under section 1905(a) [42 USCS § 1396d(a)], section 1915 [42 USCS § 1396n], section 1115 [42 USCS § 1315], or otherwise to individuals with disabilities or elderly individuals attributable to the preceding fiscal year;

(D) establish and maintain a comprehensive, continuous quality assurance system with respect to community-based attendant services and supports that—

- (i)** includes standards for agency-based and other delivery models with respect to training, appeals for denials and reconsideration procedures of an individual plan, and other factors as determined by the Secretary;
- (ii)** incorporates feedback from consumers and their representatives, disability organizations, providers, families of disabled or elderly individuals, members of the community, and others and maximizes consumer independence and consumer control;
- (iii)** monitors the health and well-being of each individual who receives home and community-based attendant services and supports, including a process for the mandatory reporting, investigation, and resolution of allegations of neglect, abuse, or exploitation in connection with the provision of such services and supports; and
- (iv)** provides information about the provisions of the quality assurance required under clauses (i) through (iii) to each individual receiving such services; and

(E) collect and report information, as determined necessary by the Secretary, for the purposes of approving the State plan amendment, providing Federal oversight, and conducting an evaluation under paragraph (5)(A), including data regarding how the State provides home and community-based attendant services and supports and other home and community-based services, the cost of such services and supports, and how the State provides individuals with disabilities who otherwise qualify for institutional care under the State plan or under a waiver the choice to instead receive home and community-based services in lieu of institutional care.

(4) Compliance with certain laws. A State shall ensure that, regardless of whether the State uses an agency-provider model or other models to provide home and community-based attendant services and supports under a State plan amendment under this subsection, such services and supports are provided in accordance with the requirements of the Fair Labor Standards Act of 1938 [29 USCS §§ 201 et seq.] and applicable Federal and State laws regarding—

- (A)** withholding and payment of Federal and State income and payroll taxes;
- (B)** the provision of unemployment and workers compensation insurance;

- (C) maintenance of general liability insurance; and
 - (D) occupational health and safety.
- (5) Evaluation, data collection, and report to Congress.
- (A) Evaluation. The Secretary shall conduct an evaluation of the provision of home and community-based attendant services and supports under this subsection in order to determine the effectiveness of the provision of such services and supports in allowing the individuals receiving such services and supports to lead an independent life to the maximum extent possible; the impact on the physical and emotional health of the individuals who receive such services; and an comparative analysis of the costs of services provided under the State plan amendment under this subsection and those provided under institutional care in a nursing facility, institution for mental diseases, or an intermediate care facility for the mentally retarded.
 - (B) Data collection. The State shall provide the Secretary with the following information regarding the provision of home and community-based attendant services and supports under this subsection for each fiscal year for which such services and supports are provided:
 - (i) The number of individuals who are estimated to receive home and community-based attendant services and supports under this subsection during the fiscal year.
 - (ii) The number of individuals that received such services and supports during the preceding fiscal year.
 - (iii) The specific number of individuals served by type of disability, age, gender, education level, and employment status.
 - (iv) Whether the specific individuals have been previously served under any other home and community based services program under the State plan or under a waiver.
 - (C) Reports. Not later than—
 - (i) December 31, 2013, the Secretary shall submit to Congress and make available to the public an interim report on the findings of the evaluation under subparagraph (A); and
 - (ii) December 31, 2015, the Secretary shall submit to Congress and make available to the public a final report on the findings of the evaluation under subparagraph (A).
- (6) Definitions. In this subsection:
- (A) Activities of daily living. The term “activities of daily living” includes tasks such as eating, toileting, grooming, dressing, bathing, and transferring.
 - (B) Consumer controlled. The term “consumer controlled” means a method of selecting and providing services and supports that allow the individual, or where appropriate, the individual’s representative, maximum control of the home and community-based attendant services and supports, regardless of who acts as the employer of record.
 - (C) Delivery models.

(i) Agency-provider model. The term “agency-provider model” means, with respect to the provision of home and community-based attendant services and supports for an individual, subject to paragraph (4), a method of providing consumer controlled services and supports under which entities contract for the provision of such services and supports.

(ii) Other models. The term “other models” means, subject to paragraph (4), methods, other than an agency-provider model, for the provision of consumer controlled services and supports. Such models may include the provision of vouchers, direct cash payments, or use of a fiscal agent to assist in obtaining services.

(D) Health-related tasks. The term “health-related tasks” means specific tasks related to the needs of an individual, which can be delegated or assigned by licensed health-care professionals under State law to be performed by an attendant.

(E) Individual’s representative. The term “individual’s representative” means a parent, family member, guardian, advocate, or other authorized representative of an individual

(F) Instrumental activities of daily living. The term “instrumental activities of daily living” includes (but is not limited to) meal planning and preparation, managing finances, shopping for food, clothing, and other essential items, performing essential household chores, communicating by phone or other media, and traveling around and participating in the community.

(l) State plan amendment option to provide medical assistance for certain individuals who are patients in certain institutions for mental diseases.

(1) In general. With respect to calendar quarters beginning during the period beginning October 1, 2019, and ending September 30, 2023, a State may elect, through a State plan amendment, to provide medical assistance for items and services furnished to an eligible individual who is a patient in an eligible institution for mental diseases in accordance with the requirements of this subsection.

(2) Payments. Subject to paragraphs (3) and (4), amounts expended under a State plan amendment under paragraph (1) for services described in such paragraph furnished, with respect to a 12-month period, to an eligible individual who is a patient in an eligible institution for mental diseases shall be treated as medical assistance for which payment is made under section 1903(a) [42 USCS § 1396b(a)] but only to the extent that such services are furnished for not more than a period of 30 days (whether or not consecutive) during such 12-month period.

(3) Maintenance of effort.

(A) In general. As a condition for a State receiving payments under section 1903(a) [42 USCS § 1396b(a)] for medical assistance provided in accordance with this subsection, the State shall (during the period in which it so furnished such medical assistance through a State plan amendment under this subsection) maintain on an annual basis a level of funding expended by the State (and political subdivisions thereof) other than under this title [42 USCS §§ 1396 et seq.] from non-Federal funds for—

(i) items and services furnished to eligible individuals who are patients in eligible institutions for mental diseases that is not less than the level of such funding for such items and services for the most recently ended fiscal year as of the date of enactment of this subsection [enacted Oct. 24, 2018] or, if higher, for the most recently ended fiscal year as of the date the State submits a State plan amendment to the Secretary to provide such medical assistance in accordance with this subsection; and

(ii) items and services (including services described in subparagraph (B)) furnished to eligible individuals in outpatient and community-based settings that is not less than the level of such funding for such items and services for the most recently ended fiscal year as of the date of enactment of this subsection [enacted Oct. 24, 2018] or, if higher, for the most recently ended fiscal year as of the date the State submits a State plan amendment to the Secretary to provide such medical assistance in accordance with this subsection.

(B) Services described. For purposes of subparagraph (A)(ii), services described in this subparagraph are the following:

(i) Outpatient and community-based substance use disorder treatment.

(ii) Evidence-based recovery and support services.

(iii) Clinically-directed therapeutic treatment to facilitate recovery skills, relapse prevention, and emotional coping strategies.

(iv) Outpatient medication-assisted treatment, related therapies, and pharmacology.

(v) Counseling and clinical monitoring.

(vi) Outpatient withdrawal management and related treatment designed to alleviate acute emotional, behavioral, cognitive, or biomedical distress resulting from, or occurring with, an individual's use of alcohol and other drugs.

(vii) Routine monitoring of medication adherence.

(viii) Other outpatient and community-based services for the treatment of substance use disorders, as designated by the Secretary.

(C) State reporting requirement.

(i) In general. Prior to approval of a State plan amendment under this subsection, as a condition for a State receiving payments under section 1903(a) [[42 USCS § 1396b\(a\)](#)] for medical assistance provided in accordance with this subsection, the State shall report to the Secretary, in accordance with the process established by the Secretary under clause (ii), the information deemed necessary by the Secretary under such clause.

(ii) Process. Not later than the date that is 8 months after the date of enactment of this subsection [enacted Oct. 24, 2018], the Secretary shall establish a process for States to report to the Secretary, at such time and in such manner as the Secretary deems appropriate, such information as the Secretary deems necessary to verify a State's compliance with subparagraph (A).

(4) Ensuring a continuum of services.

(A) In general. As a condition for a State receiving payments under section 1903(a) [[42 USCS § 1396b\(a\)](#)] for medical assistance provided in accordance with this subsection, the State shall carry out each of the requirements described in subparagraphs (B) through (D).

(B) Notification. Prior to approval of a State plan amendment under this subsection, the State shall notify the Secretary of how the State will ensure that eligible individuals receive appropriate evidence-based clinical screening prior to being furnished with items and services in an eligible institution for mental diseases, including initial and periodic assessments to determine the appropriate level of care, length of stay, and setting for such care for each individual.

(C) Outpatient services; inpatient and residential services.

(i) Outpatient services. The State shall, at a minimum, provide medical assistance for services that could otherwise be covered under the State plan, consistent with each of the following outpatient levels of care:

(I) Early intervention for individuals who, for a known reason, are at risk of developing substance-related problems and for individuals for whom there is not yet sufficient information to document a diagnosable substance use disorder.

(II) Outpatient services for less than 9 hours per week for adults, and for less than 6 hours per week for adolescents, for recovery or motivational enhancement therapies and strategies.

(III) Intensive outpatient services for 9 hours or more per week for adults, and for 6 hours or more per week for adolescents, to treat multidimensional instability.

(IV) Partial hospitalization services for 20 hours or more per week for adults and adolescents to treat multidimensional instability that does not require 24-hour care.

(ii) Inpatient and residential services. The State shall provide medical assistance for services that could otherwise be covered under the State plan, consistent with at least 2 of the following inpatient and residential levels of care:

(I) Clinically managed, low-intensity residential services that provide adults and adolescents with 24-hour living support and structure with trained personnel and at least 5 hours of clinical service per week per individual.

(II) Clinically managed, population-specific, high-intensity residential services that provide adults with 24-hour care with trained counselors to stabilize multidimensional imminent danger along with less intense milieu and group treatment for those with cognitive or other impairments unable to use full active milieu or therapeutic community.

(III) Clinically managed, medium-intensity residential services for adolescents, and clinically managed, high-intensity residential services for adults, that provide 24-hour care with trained counselors to stabilize multidimensional imminent danger and preparation for outpatient treatment.

(IV) Medically monitored, high-intensity inpatient services for adolescents, and medically monitored, intensive inpatient services withdrawal management for

adults, that provide 24-hour nursing care, make physicians available for significant problems in Dimensions 1, 2, or 3, and provide counseling services 16 hours per day.

(V) Medically managed, intensive inpatient services for adolescents and adults that provide 24-hour nursing care and daily physician care for severe, unstable problems in Dimensions 1, 2 or 3.

(D) Transition of care. In order to ensure an appropriate transition for an eligible individual from receiving care in an eligible institution for mental diseases to receiving care at a lower level of clinical intensity within the continuum of care (including outpatient services), the State shall ensure that—

(i) a placement in such eligible institution for mental diseases would allow for an eligible individual's successful transition to the community, considering such factors as proximity to an individual's support network (such as family members, employment, and counseling and other services near an individual's residence); and

(ii) all eligible institutions for mental diseases that furnish items and services to individuals for which medical assistance is provided under the State plan—

(I) are able to provide care at such lower level of clinical intensity; or

(II) have an established relationship with another facility or provider that is able to provide care at such lower level of clinical intensity and accepts patients receiving medical assistance under this title [[42 USCS §§ 1396](#) et seq.] under which the eligible institution for mental diseases may arrange for individuals to receive such care from such other facility or provider.

(5) Application to managed care. Payments for, and limitations to, medical assistance furnished in accordance with this subsection shall be in addition to and shall not be construed to limit or supersede the ability of States to make monthly capitation payments to managed care organizations for individuals receiving treatment in institutions for mental diseases in accordance with [section 438.6\(e\) of title 42, Code of Federal Regulations](#) (or any successor regulation).

(6) Other medical assistance. The provision of medical assistance for items and services furnished to an eligible individual who is a patient in an eligible institution for mental diseases in accordance with the requirements of this subsection shall not prohibit Federal financial participation for medical assistance for items or services that are provided to such eligible individual in or away from the eligible institution for mental disease during any period in which the eligible individual is receiving items or services in accordance with this subsection.

(7) Definitions. In this subsection:

(A) Dimensions 1, 2, or 3. The term “Dimensions 1, 2, or 3” has the meaning given that term for purposes of the publication of the American Society of Addiction Medicine entitled “The ASAM Criteria: Treatment Criteria for Addictive Substance-Related, and Co-Occurring Conditions, 2013”.

(B) Eligible individual. The term “eligible individual” means an individual who—

- (i) with respect to a State, is enrolled for medical assistance under the State plan or a waiver of such plan;
- (ii) is at least 21 years of age;
- (iii) has not attained 65 years of age; and
- (iv) has at least 1 substance use disorder.

(C) Eligible institution for mental diseases. The term “eligible institution for mental diseases” means an institution for mental diseases that—

- (i) follows reliable, evidence-based practices; and
- (ii) offers at least 2 forms of medication-assisted treatment for substance use disorders on site, including, in the case of medication-assisted treatment for opioid use disorder, at least 1 antagonist and 1 partial agonist.

(D) Institution for mental diseases. The term “institution for mental diseases” has the meaning given that term in section 1905(i) [42 USCS § 1396d(i)].

History

HISTORY:

Aug. 14, 1935, ch 531, Title XIX, § 1915, as added Aug. 13, 1981, *P. L. 97-35*, Title XXI, Subtitle C, Ch. 2, § 2175(b), [95 Stat. 809](#); Aug. 13, 1981, *P. L. 97-35*, Title XXI, Subtitle C, Ch. 2, §§ 2176, 2177(a) [95 Stat. 812](#), 813; Sept. 3, 1982, *P. L. 97-248*, Title I, Subtitle B, § 137(b)(19)(A), (20)–(25), *96 Stat. 380*; Jan. 12, 1983, *P. L. 97-448*, Title III, § 309(b)(17), *96 Stat. 2409*; July 18, 1984, *P. L. 98-369*, Division B, Title III, Subtitle B, § 2373(b)(21), *98 Stat. 1112*; April 7, 1986, *P. L. 99-272*, Title IX, Subtitle B, §§ 9502(a)–(e), (g)–(i), 9508(a), *100 Stat. 202-204*, 210; Oct. 21, 1986, *P. L. 99-509*, Title IX, Subtitle D, Part 2, § 9320(h)(3), Subtitle E, Part 2, § 9411(a)–(d), [100 Stat. 2015](#), 2060; Aug. 18, 1987, *P. L. 100-93*, § 8(h)(2), [101 Stat. 694](#); Dec. 22, 1987, *P. L. 100-203*, Title IV, Subtitle A, Part 3, Subpart C, § 4072(d), Subtitle B, Part 1, § 4102(a)(1), (b)(2), (c), Part 2, § 4118(a), (b), (i)(1), (k), (l)(1), (p)(10), Subtitle C, Part 2, § 4211(h)(10), [101 Stat. 1330-117](#), 1330-143, 1330-146, 1330-154, 1330-155, 1330-156, 1330-157, 1330-160, 1330-206; July 1, 1988, *P. L. 100-360*, Title II, Subtitle A, § 204(d)(3), Title IV, Subtitle B, § 411(k)(3)(A), (B), (10)(A), (H), (I), (17)(A), (l)(3)(G), *102 Stat. 729*, 791, 794, 796, 799, 800, 803; Oct. 13, 1988, *P. L. 100-485*, Title VI, § 608(d)(26)(M), (f)(2) *102 Stat. 2422*, 2424; Nov. 10, 1988, *P. L. 100-647*, Title VIII, Subtitle E, Part IV, §§ 8432(b), 8437(a), *102 Stat. 3804*, 3806; Dec. 13, 1989, *P. L. 101-234*, Title II, § 201(a)(1), *103 Stat. 1981*; Dec. 19, 1989, *P. L. 101-239*, Title VI, Subtitle A, Part 2, Subpart A, § 6115(c), Subtitle B, Part 2, § 6411(c)(2), *103 Stat. 2219*, 2270; Nov. 5, 1990, *P. L. 101-508*, Title IV, Subtitle B, Part 3, § 4604(c), Part 4, Subpart A, § 4704(b)(3), *104 Stat. 1388-169*, 1388-172, 1388-197, 1388-198; Oct. 7, 1991, *P. L. 102-119*, § 26(i)(2), *105 Stat. 607*; Aug. 10, 1993, *P. L. 103-66*, Title XIII, Ch. 2, Subch B, Part I, § 13603(d), *107 Stat. 620*; Aug. 5, 1997, *P. L. 105-33*, Title IV, Subtitle B, § 4106(c), Subtitle H, Ch 5, § 4743(a), *111 Stat. 368*, 524; Nov. 29, 1999, *P. L. 106-113*, Div B, § 1000(a)(6), *113 Stat. 1536*; Dec. 21, 2000, *P. L. 106-554*, § 1(a)(6), *114 Stat. 2763*; Jan. 15, 2002, *P. L. 107-121*, § 2(b)(3), *115 Stat. 2384*; Dec. 3, 2004, *P. L. 108-446*, Title III, § 305(j)(2), *118 Stat. 2806*; Feb. 8, 2006, *P. L. 109-171*, Title VI, Subtitle A, Ch. 5, § 6052(a), Ch. 6, Subch. C, § 6086(a), 6087(a), *120*

Stat. 93, 121, 127; March 23, 2010, *P. L. 111-148*, Title II, Subtitle E, §§ 2401, 2402(b), (c), (e), (f), Subtitle H, § 2601(a), (b)(1), *124 Stat. 297*, 302, 304, 314; March 30, 2010, *P. L. 111-152*, Title I, Subtitle C, § 1205, *124 Stat. 1056*; Oct. 24, 2018, *P.L. 115-271*, Title V, Subtitle F, § 5052(a)(2), *132 Stat. 3971*.

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