

Title 19—DEPARTMENT OF HEALTH AND SENIOR SERVICES
Division 15—Division of Senior and Disability Services
Chapter 7—Service Standards

19 CSR 15-7.021 In-Home Service Standards. The department is amending the purpose statement and sections (1), (2), and (4) – (18),

PURPOSE: This amendment amends the purposes statement, updates obsolete language and agency names throughout rule, and updates criteria for providers of in-home services.

*PURPOSE: This rule sets forth standards to be met by any agency which contracts with the Missouri Department of [Health and Senior Services, Division of Senior and Disability Services]**Social Services, Missouri Medicaid Audit and Compliance Unit** for provision of in-home services **authorized by the Missouri Department of Health and Senior Services, Division of Senior and Disability Services.***

(1) The Department of Health and Senior Services (also referred to as the department), Division of Senior and Disability Services' (also referred to as the division) payment to the provider is made on behalf of an eligible *[client]***participant** as an act of indirect or third-party reimbursement and is not made as a payment for the purchase of a service. Only those services authorized by the division shall be reimbursable to the provider.

(2) The in-home service provider shall deliver services in compliance with the standards set forth in this rule and 13 CSR 70-91.010 *[Personal Care Program]*, 13 CSR *[70-3.020]***65-2.020** *[Title XIX Provider Enrollment]*, and 13 CSR 70-3.030 *[Sanctions for False and Fraudulent Claims for Title XIX Services]*.

(4) In accordance with the protective service mandate (Chapter *[660]***192**, RSMo), the division may take immediate action to protect *[clients]***participants** from providers who are found to be out of compliance with the requirements of this rule and of any other rule applicable to the in-home services program, when such noncompliance is determined by the division to create a risk of injury or harm to *[clients]***participants**.

(A) Evidence of such risk may include:

1. Unreliable, inadequate, falsified, or fraudulent documentation of service delivery or training;
2. Failure to deliver services in a reliable and dependable manner;
3. Use of in-home service workers who do not meet the minimum employment requirements or training standards of this rule;
4. Failure to comply with the requirements for background screening of employees (sections *[660.315, RSMo and 660.317, RSMo]***192.2490, RSMo and 192.2495, RSMo**); or
5. Discontinuing services outside the provisions specified in section (16) of this rule without the knowledge and consent of the *[client]***participant** for a period of one (1) week or three (3) consecutive scheduled service delivery dates, whichever is shorter.

(B) Immediate action may include, but is not limited to:

1. Removing the provider from any list of providers, and for *[clients]***participants** who request the unsafe and noncomplaint provider, informing the *[clients]***participants** of the determination of noncompliance after which any informed choice will be honored by the division; or

2. Informing current *[clients]***participants** served by the provider of the provider's noncompliance and that the division has determined the provider unable to deliver safe care. Such *[clients]***participants** will be allowed to choose a different provider from the list maintained by the division which will then be immediately authorized to provide service to them.

(5) The *[division]***Missouri Medicaid Audit and Compliance Unit (MMAC)** will not consider any proposal for an in-home services contract and subsequent enrollment as a Medicaid personal care provider under 13 CSR 70-91.010(3) unless the proposal is fully completed, properly attested to or affirmed by a person with the expressed authority to sign the proposal, and contains all required attachments.

(A) The proposal shall be made in the exact legal name of the applicant for a contract. The attachments to the proposal shall include, but are not limited to the following information/copies:

1. Federal tax identification number;
2. Most recent corporate annual registration report filed with the Missouri secretary of state (if applicable);
3. Certificate of Good Standing issued by the Missouri secretary of state (if applicable);
4. Fictitious name registration filed with the Missouri secretary of state (if applicable);
5. Corporation by-laws, if the applicant is a corporation;
6. Operating agreement and management agreement, if applicable, if the provider is a limited liability company; and
7. Certificate of Insurance evidencing the coverage described in subsection (18)~~[(F)]~~**(E)** of this rule, naming the division as a certificate holder.

(B) Upon receipt of a proposal, the *[division]***MMAC** will conduct whatever investigation which, in *[the division's]***MMAC's** discretion, is necessary to determine the applicant's eligibility for a contract. The decision determining eligibility for a contract may include, but is not limited to, the conduct of the provider and principals of the provider during any prior contractual periods.

(C) Prior to the issuance of an initial contract, a site visit will be conducted for in-home service providers entering the program *[after July 1, 2001]*.

(6) Respite care services are maintenance and supervisory services provided to a *[client]***participant** in the individual's residence to provide temporary relief to the caregiver(s) that normally provides the care.

(A) Respite care services shall include, at a minimum, the following activities:

1. Supervision—The respite care worker will provide personal oversight of the *[client]***participant** for the duration of the service period. Personal oversight includes making a reasonable effort to assure the safety of the *[client]***participant** and to assist the *[client]***participant** in meeting his/her own essential human needs. Sleeping is permitted when the *[client]***participant** is asleep, provided there is no indication that the condition of the *[client]***participant** would pose a risk if the *[client]***participant** awoke while the respite care worker was sleeping. The worker must be in close proximity to the client during a sleeping period;
2. Companionship—The worker will provide companionship during the *[client's]***participant's** waking hours and attempt to make the *[client]***participant** as comfortable as possible; and
3. Direct client assistance—The worker will provide direct*[client]***participant** assistance as needed to meet needs usually provided by the regular caregiver.

(B) Basic respite care services are provided to *[clients]***participants** with nonskilled needs.

(C) Advanced respite care services are maintenance and supervisory services provided to a *[client]***participant** with nonskilled needs that require specialized training.

1. *[Clients]***Participants** appropriate for this service include persons with special needs, requiring a higher level of personal oversight as determined by the division.

[2. An initial on-site evaluation of the client's condition and identification of special training needs for the advanced respite care worker shall be made by the provider RN prior to initiation of service.

3. A monthly nurse visit will be authorized for each advanced respite care client for each month advanced respite care is authorized. During the visit the nurse will evaluate and document the client's condition and adequacy of the care plan.

4. Although monthly visits may be performed by a licensed nurse, for clients receiving ongoing advanced respite care services, it is required that the on-site visit be conducted by an RN at six (6) month intervals.

(D) Nurse respite care services are maintenance and supervisory services provided to a client with special skilled needs. Nurse respite care services are provided to relieve a caregiver who lives with the client.

1. *Clients appropriate for this service include persons with special needs as determined by the division.*

2. An initial on-site evaluation of the client's condition and identification of special training needs for the nurse respite care worker shall be made by the provider RN prior to initiation of service.

3. For clients receiving ongoing nurse respite care services, it is required that an on-site evaluation be conducted by an RN at six (6) month intervals. The RN evaluation shall document the client's condition and the adequacy of the care plan.]

(7) Homemaker services are general household activities provided by a trained homemaker when the *[client]***participant** is unable to manage the home and care for him/herself or others in the home or when the individual (other than the *[client]***participant**) who is regularly responsible for these activities is temporarily absent. Homemaker services shall include, at a minimum, the following activities:

(N) Read and write essential correspondence for *[blind, illiterate or physically impaired clients]***participants who are blind, illiterate, or have physical disabilities**; and

(O) Instruct the *[client]***participant** in ways to become self-sufficient in performing household tasks.

(8) Chore services are short-term, intermittent tasks necessary to maintain a clean, safe, sanitary and habitable home environment and determined by the division to be critical in maintaining the *[client's]***participant's** health and safety. Chore services shall be provided only when the *[client]***participant** or other household member is incapable of performing or financially providing for them, and when no other relative, caregiver, landlord, community or volunteer agency, or third party *[payor]***payer** is capable of or responsible for providing such tasks. Chore services include the following activities:

(9) The range of homemaker, chore, and respite activities the in-home worker provides is mutually determined by the provider agency and the *[client]***participant**.

(10) Basic personal care services are maintenance services provided to a *[client]***participant** in the individual's residence to assist with the activities of daily living. Regulations for personal care are filed at 13 CSR 70-91.010.

(11) Advanced personal care services are maintenance services provided to a *[recipient]***participant** in the individual's home to assist with activities of daily living when this assistance requires devices and procedures related to altered body functions. Regulations for advanced personal care are filed at 13 CSR 70-91.010.

(12) Authorized nurse visits are skilled nursing services of a maintenance or preventive nature provided to *[clients]***participants** with stable chronic conditions. They are provided at the *[client's]***participant's** residence and prior-authorized by the division *[case manager]*. These services are not intended primarily as treatment for an acute health condition. Authorized nurse visit services may be provided by a licensed practical nurse (LPN) **or a graduate nurse (GN)** under the direction of a registered nurse (RN). Regulations for authorized nurse visits are filed at 13 CSR 70-91.010.

(13) The in-home service provider shall not perform and shall not be reimbursed for the following activities:

(A) Providing therapeutic/health-related activities that should be performed by a registered nurse, licensed practical nurse, **graduate nurse**, or home health aide under Titles XVIII or XIX home health programs;

(D) Performing household services not essential to the *[client's]***participant's** needs; and

(14) Prior to approval by *[the division]***MMAC** for an in-home services contract and subsequent enrollment as a Medicaid personal care provider under 13 CSR 70-91.010(3), in addition to the contract, *[after August 1, 1998,]* all providers must—

(A) Designate to *[the division]***MMAC** the manager who will be responsible for the provider's day-to-day operation. This manager shall be a policy maker and direct the provider's record keeping, service delivery verification, hiring and firing practices and staff training;

(B) Ensure that the designated manager successfully completes (or has completed) a *[division]***MMAC** provider certification course offered (quarterly or as needed) at no charge *[Attendees shall be responsible for their own expenses, including but not limited to travel, meal and lodging costs they may incur in attending this course];*

(D) Ensure the designated managers annually attend *[division]***MMAC** sponsored training designed to update *[certified]* managers.

(15) *[Clients]***Participants** shall be accepted for care on the basis of a reasonable expectation that the *[client's]***participant's** maintenance care needs can be met adequately by the agency in the *[client's]***participant's** place of residence. Services shall follow a *[written]* state-approved care plan developed in collaboration with and signed by the *[client]***participant**.

(A) The care plan shall consist of an identification of the services and tasks to be provided, frequency of services, **and** the maximum number of units of service per month *[, functional limitations of the client, nutritional requirements if a special diet is necessary, medications and treatments as appropriate, any safety measures necessary to protect against injury and any other appropriate items].*

(B) A new in-home assessment and care plan may be completed by the division as needed to redetermine the need for in-home services or to adjust the monthly amount of authorized units. *[In collaboration with the client, the provider agency may develop a new or revised set of service tasks, and weekly schedule for service delivery which shall be forwarded to the division.]* The service provider must always have[, and provide services in accordance with, a current] **an active** care plan. Only the division, not the service provider, may increase the **overall** maximum number of units for which the individual is eligible per month.

(C) The *[client]***participant** will be informed of the option of services available to him/her in accordance with the assessment findings.

(16) To ensure safety and welfare of *[clients]***participants**, the following policies and procedures shall be followed when discontinuing in-home services:

(A) Services for a *[client]***participant** shall be immediately discontinued by a provider upon receipt of information that the *[client's]***participant's** case is closed by the division;

(B) When the provider learns of circumstances that may require closing the case (for example, death, entry into a nursing home, *[client]***participant** no longer needs services, etc.), the provider shall immediately notify the division *[case manager]* in writing and request that the *[client's]***participant's** service be discontinued;

(C) When the *[client]***participant**, family member, or other person living in the household, threatens or abuses provider personnel, the provider shall immediately notify the division *[case manager by telephone and]* in writing including information regarding the threat(s) or abusive acts. The division and provider shall mutually determine appropriate intervention and the feasibility of continuing services. The division shall discontinue the *[client's]***participant's** services, and may refer the *[client]***participant** to other programs that could meet the *[client's]***participant's** needs, when the division has determined that it is no longer appropriate for any in-home services provider to continue to provide services to the *[client]***participant** due to threats to or abuse of provider or division personnel; or

(D) When a *[client]***participant** is noncompliant with the agreed upon care plan or the provider is unable to continue to meet the needs of a *[client]***participant** still in need of assistance, the provider shall contact the division *[case manager]* and *[client]***participant** (including the caregiver or family when appropriate). The provider shall give written notice of discharge to the *[client]***participant** or *[client's]***participant's** family and the division *[case manager]* at least twenty-one (21) days prior to the date of discharge. During this twenty-one (21)-day period, the division *[case manager]* shall make appropriate arrangements with the *[client]***participant** for transfer to another agency, or arrange for care in another care setting. The provider must continue to provide care in accordance with the care plan for these twenty-one (21) days or until alternate arrangements can be made by the *[case manager]***division**, whichever comes first.

(17) Unless otherwise specified below, a unit of in-home service is fifteen (15) minutes of direct service provided to the *[client]***participant** in the *[client's]***participant's** home by a trained in-home service worker, including time spent on *[completing documentation of service units provided and obtaining the client's signature]* **entry of electronic visit verification**. No units are reimbursed except as authorized by the division.

(C) Advanced respite care is authorized in fifteen (15)-minute units[, six to eight (6–8)-hour units, and seventeen (17) to twenty-four (24)-hour units.

(D) Nurse respite care is authorized in fifteen (15)-minute units, with a minimum of sixteen (16) units per visit.]

[(E)](D) The *[monthly]* invoice submitted to the **Missouri Department of Social Services, MO HealthNet Division** *[division]* for in-home service shall not exceed actual delivered units of services.

(18) The in-home service provider shall meet, at a minimum, the following administrative requirements:

[(B)] *Successfully contact at least two (2) credible references for each employee within thirty (30) calendar days of the date of employment. The term “credible” references shall mean former employers or other knowledgeable persons, excluding relatives of the employee. The documentation shall include the name of the employer and the individual giving the reference, the date, the response given when the reference was obtained by telephone and the signature of the person receiving the reference;]*

[(C)](B) Monitor a current copy of the department’s Employee Disqualification List to ensure that no current or prospective employee’s name appears on the list and discharge any such employee once it is discovered by the provider that the employee is on the Employee Disqualification List;

[(D)](C) Have the capability to provide service outside of regular business hours, on weekends and on holidays as authorized by the division;

[(E)](D) Protect the department and its employees, agents or representatives from any and all liability, loss, damage, cost and expense which may accrue or be sustained by the department, its officers, agents or employees as a result of claims, demands, costs, suits or judgments against it arising from the loss, injury, destruction or damage, either to person or property, sustained in connection with the performance of the in-home service;

[(F)](E) Maintain a commercial general liability insurance policy in full force and effect that covers all places of business and any and all *[clients]participants*, customers, employees and volunteers. Such policy shall be an occurrence policy and shall provide coverage for no less than one (1) million dollars per event and three (3) million dollars aggregate and shall include coverage for negligent acts and omissions of the provider’s employees and volunteers in the provision of services to *[clients]participants* in such *[clients’]participants’* homes. Such policy shall name the *[division]MMAC* as a certificate holder. Providers shall also maintain a professional liability insurance policy in full force and effect that covers all places of business and any and all *[clients]participants*, customers, employees and volunteers. Such policy shall provide coverage for no less than one (1) million dollars per event and three (3) million dollars aggregate and shall include coverage for negligent acts and omissions of the provider’s employees and/or volunteers in the provision of professional services to *[clients]participants* in such *[clients’]participants’* homes. Such policy shall name *[the division]MMAC* as a certificate holder. The policies shall be coordinated to ensure coverage for all negligent acts and omissions in the provision of the in-home services described in this rule and in 13 CSR 70-91.010, by the provider’s employees and volunteers. Additionally, providers shall maintain an employee dishonesty bond covering employees and volunteers who are connected with the delivery and performance of in-home services in the *[client’s]participant’s* home;

[(G)](F) Furnish adequate identification (ID) to employees of the provider. This ID shall be carried by the employee in a way that the *[client]participant* can see the name of the agency with whom the aide is employed. A permanent ID including the provider’s name, employee’s name and title shall be considered adequate ID. At the time of employment, an ID shall be issued which will meet the ID requirement. The provider shall require the return of the ID from each employee upon termination of employment;

*[(H)]***(G)** Ensure that no in-home services worker is a member of the immediate family of the *[client]***participant** being served by that worker. An immediate family member is defined as a **spouse**; parent; sibling; child by blood, adoption, or marriage (**step-child**); *[spouse;]* grandparent or grandchild;

*[(I)]***(H)** Notify *[the division's central office]***MMAC** of any changes *[in]* **of ownership, managing employees, office location, telephone number(s), email address, and** administrative or corporate status;

*[(J)]***(I)** Have and enforce a written code of ethics which is distributed to all employees and *[clients]***participants**. The code of ethics shall allow use of the bathroom facilities, and, with the *[client's]***participant's** consent, allow the worker to eat the lunch provided by the worker, in the *[client's]***participant's** home. The code of ethics shall be reviewed with the *[client]***participant**, caregiver or family when appropriate, and include, at a minimum, the following prohibitions:

1. Use of *[client's]***participant's** car;
2. Consumption of *[client's]***participant's** food or drink (except water);
3. Use of *[client's]***participant's** telephone for personal calls;
4. Discussion of own or other's personal problems, religious or political beliefs with the *[client]***participant**;
5. Acceptance of gifts or tips;
6. Bringing other persons to the *[client's]***participant's** home;
7. Consumption of alcoholic beverages, or use of medicine or drugs for any purpose, other than medical, in the *[client's]***participant's** home or prior to service delivery;
8. Smoking in *[client's]***participant's** home;
9. Solicitation or acceptance of money or goods for personal gain from the *[client]***participant**;
10. Breach of the *[client's]***participant's** privacy and confidentiality of information and records;
11. Purchase of any item from the *[client]***participant** even at fair market value;
12. Assuming control of the financial or personal affairs, or both, of the *[client]***participant** or of his/her estate including power of attorney, conservatorship or guardianship;
13. Taking anything from the *[client's]***participant's** home; and
14. Committing any act of abuse, neglect or exploitation;

*[(K)]***(J)** Ensure prompt initiation of authorized services to new *[clients]***participants**. The provider shall deliver the in-home service within *[seven (7)]***ten (10)** calendar days of receipt of the service authorization from the division *[case manager]* or on the beginning date specified by the authorization, whichever is later, and on a regular basis after that in accordance with the care plan. The date of receipt must be recorded on each service authorization by the provider. Verbal authorization shall be effective upon acceptance by the provider and services must begin as agreed. If service is not initiated within the required time period, detailed written justification must be sent to the division *[case manager]* with a copy maintained in the *[client's]***participant's** file;

*[(L)]***(K)** Recommend, verbally or in writing, changes to the authorized care plan any time the *[client]***participant** has an ongoing need for service activities which may require more or fewer units than the amount specified in the care plan;

*[(M)]***(L)** Keep documentation of undelivered services, including the reason for this failure to deliver authorized units;

*[(N)]***(M)** Be aware that in-home services provided shall not be reimbursed unless authorized *[in writing]* by the division;

[(O)](N) Ensure that all subcontractors comply with all standards required by section (2) of this rule;

[(P)](O) Shall give a written statement of the [client's] **participant's** rights and review the statement with each [client] **participant** and primary caregiver, when appropriate at the time service is initiated. The statement of [client] **participant** rights must contain at a minimum, the right to:

1. Be treated with respect and dignity;
2. Have all personal and medical information kept confidential;
3. Have direction over the services provided, to the degree possible, within the care plan authorized;
4. Know the provider's established grievance procedure and how to make a complaint about the service and receive cooperation to reach a resolution, without fear of retribution;
5. Receive service without regard to race, creed, color, age, sex or national origin; and
6. Receive a copy of the provider's code of ethics under which services are provided;

[(Q)](P) Have a system through which [clients] **participants** may present grievances concerning the operation of the in-home service program and/or delivery of care;

[(R)](Q) Report all instances of potential abuse, neglect, exploitation of a [client] **participant**, or any combination of these, to the division's [Elder] **Adult Abuse, Neglect, and Exploitation** Hotline (1-800-392-0210), including all instances which may involve an employee of the provider agency;

[(S)](R) Copayment, as determined by the division ['s case manager], shall be collected monthly from non-Medicaid [clients] **participants**. Liability levels for copayment are based on a sliding fee schedule as determined by the division. The money collected as copayment replaces the amount withheld from reimbursement by the automated payment system. Prompt and reasonable attempts to collect from the [client] **participant**, the [client's] **participant's** guardian or estate shall be made by the provider. Failure of [clients] **participants** to submit the required copayment, when determined to be a condition of participation, shall be reported to the division. Failure of [clients] **participants** to comply with copayment requirements may result in termination of services. Unsuccessful attempts to collect from the estate of a deceased [client] **participant** are to be referred to the home and community services deputy director of the division;

[(T)](S) Implement a contribution system which accounts for contributions received from [clients] **participants** for in-home services. Non-Medicaid [clients] **participants** shall be informed of their right to voluntarily contribute when they are admitted for services. Services shall not be denied to any [client] **participant** based on failure to make a contribution. Only the division may authorize expenditure of contributed funds, which shall be used for the sole purpose of providing in-home services. Reports of contributions by county shall be made to each home and community services regional manager including the balance on hand, contributions received, contributions used for division authorized services, and ending balance. The provider shall submit to the regional manager a contributor report at the end of any month in which contributions are received and/or expended. Upon termination or lapse of a provider's contract, the remaining balance of all contribution funds held by the provider shall be reported to the division and will be withheld from the provider's final reimbursement;

[(U)](T) Understand that both program and fiscal monitoring of the in-home service program shall be conducted by [the division] **MMAC** or its designee.

1. Monitoring visits may be announced or unannounced.
2. [The division] **MMAC** shall disclose the findings of the visit to the provider.

3. Upon request by the division, the provider shall submit a written plan for correcting areas found to be out of compliance;

~~[(V)]~~**(U)** Designate trainer(s) to perform the sessions required as part of the basic training. The designated trainer(s) may be the RN, LPN, supervisor, or an experienced aide who has been employed by ~~[the]~~**a** provider agency at least six (6) months. A list of designated trainers must be available for monitoring;

~~[(W)]~~**(V)** Providers must establish, enforce, and implement a policy whereby all contents of the personnel files of its employees are made available to department employees or representatives when requested as part of an official investigation of abuse, neglect, financial exploitation, misappropriation of ~~[client's]~~**participant's** funds or property, or falsification of documentation which verifies service delivery;

~~[(X)]~~**(W)** Have established policies to promote the safety of its employees. The provider shall make available to its employees information about and access to public information sources to determine whether a ~~[client]~~**participant**, family member, or other person living in the household may pose a potential danger to its employees. Public information includes, but is not limited to, the Missouri State Highway Patrol's Sex Offender Registry and the Missouri State Courts Automated Case Management System. If an employee has a reasonable belief that a ~~[client]~~**participant**, family member, or other person living in the household poses a potential danger to the employee, the provider shall document all necessary steps taken to protect the employee, which may include but is not limited to:

1. Obtaining a signed agreement from the ~~[client]~~**participant**, family member, or other person living in the household not to engage in inappropriate activity involving the provider's employees;
2. Seeking approval from the division to send two (2) provider employees for service delivery;
3. Requiring that a third party approved by the provider, the division, and the ~~[client]~~**participant** or ~~[client's]~~**participant's** designee be present on-site while the employee is on the premises;

~~[(Y)]~~**(X)** The provider shall not harass, dismiss, or retaliate against an employee because the employee declines to provide services to a ~~[client]~~**participant** based on the employee's reasonable belief that such ~~[client]~~**participant**, family member, or other person living in the household poses a danger to the employee; and

~~[(Z)]~~**(Y)** The provider shall notify employees and implement established safety procedures upon receipt of information from the division or any other reliable source that a ~~[client]~~**participant**, family member, or other person living in the household may pose a potential danger to provider employees.

(19) In-home service providers shall meet, at a minimum, the following personnel requirements:

(A) The in-home provider shall employ an RN or designate an RN as a consultant, who meets each of the following qualifications:

1. Currently licensed in Missouri;
2. Have at least one (1)-year ~~[verifiable]~~ experience with direct care of the elderly, ~~[disabled]~~**individuals with disabilities**, or ~~[infirm]~~**medically complex**; and
3. Meet the RN supervisory requirements for personal care and advanced personal care in accordance with 13 CSR 70-91.010;

(B) ~~[A]~~**An administrative** supervisor shall be designated by the provider to supervise the day-to-day delivery of in-home service who shall be at least twenty-one (21) years of age and meet at least one (1) of the following requirements:

1. Be a registered nurse who is currently licensed in Missouri; or

2. Possess a baccalaureate degree; or
3. Be a licensed practical nurse who is currently licensed in Missouri with at least one (1) year of experience with the direct care to the elderly, *[disabled]* **individuals with disabilities**, or *[infirm]* **medically complex**; or

4. Have at least *[three (3)]two (2)* years experience with the direct care to the elderly, *[disabled]* **individuals with disabilities**, or *[infirm]* **medically complex**.

(C) All in-home service workers employed by the provider shall meet the following requirements:

1. Be at least eighteen (18) years of age;

2. Be able to read, write, and follow directions; **and***[and meet at least one (1) of the following requirements:*

A. Have at least six (6) months paid work experience as an agency homemaker, nurse aide, maid or household worker; or

B. At least one (1) years experience, paid or unpaid, in caring for children or for sick or aged individuals; or

C. Successful completion of formal training in nursing arts or as a nurse aide or home health aide;]

3. Shall not be an immediate family member of the participant. Immediate family member is defined as spouse; parent; sibling; child by blood, adoption, or marriage (stepchild); grandparent or grandchild.

(D) All advanced personal care aides and advanced respite care workers employed by the provider shall be—

1. A licensed practical nurse; or

2. Certified nurse assistant; or

3. A competency evaluated home health aide having completed both written and demonstration portions of the test required by the Missouri Department of Health and Senior Services and 42 CFR 484.*[36]***80, which has been incorporated by reference in this rule, as published on October 1, 2021, by the Office the Federal Register, National Archives and Record Administration, Washington, DC 20408 and available at <https://bookstore.gpo.gov>. This rule does not incorporate any subsequent amendments or additions;** or

4. Documented to have *[worked]* successfully **completed** *[for the provider]* **personal care aide training** *[for a minimum of three (3) consecutive months while working at least fifteen (15) hours per week as an in-home aide that has received personal care training];*

(E) All individuals employed to deliver authorized nurse visits shall be currently licensed to practice as a registered nurse,*[or a]* licensed practical nurse, **or a graduate nurse** in Missouri; **and**

[(F) The division does not require employees delivering only chore services outside the client's home as specified in (8)(J) to have experience as required in (19)(C)2. of this rule; and]

[(G)](F) The provider shall ensure that all employees are registered with the Family Care Safety Registry (FCSR) pursuant to the requirements of sections 210.900, RSMo to 210.936, RSMo and *[660.317.7, RSMo, Supp. 2005]***192.2495.7, RSMo.**

(20) The RN required by (19)(A) of this rule will be primarily responsible for ensuring that policies and procedures of the in-home service provider meet the clinical standards for proper care of *[clients]***participants**, training of staff, and general clinical integrity of the in-home service provider. Such responsibilities shall include, at a minimum, the following functions:

(D) Assure that appropriate recommendations or reports are forwarded to the division including: requests to increase, reduce or discontinue services, changes in the *[client's]***participant's** condition, noncompliance with care plan, nondelivery of authorized services, or the need for increased division involvement;

(E) Establish, implement and enforce a policy governing communicable diseases that prohibits provider staff contact with *[clients]***participants** when the employee has a communicable condition including colds or flu;

(G) Monitor or provide oversight of nurse tasks or functions delegated to and performed by the LPN or GN.

(21) The *[in-home service]***administrative** supervisor's responsibilities shall include, at a minimum, the following functions:

(A) Monitoring the provision of services by the in-home services worker to assure that services are being delivered in accordance with the care plan. This shall be primarily in the form of an at least monthly review and comparison of the worker's record of provided services with the care plan. **Documentation must be kept on undelivered services, including the reason for this failure to deliver authorized units;**

[(B) Documentation must be kept on clients with a delivery rate of less than eighty percent (80%) of the authorized units of in-home service. For each client with a delivery rate less than eighty percent (80%) of the authorized units of in-home services authorized for the time period being reviewed, the number of units of service delivered and the non-delivery code will be sent to the division regional manager monthly on a form acceptable to the regional manager. Discrepancies for these clients concerning the frequency of delivered services and/or the in-home service tasks delivered, and the corrective action taken, will be signed and dated by the supervisor and be readily available for monitoring or inspection;]

[(C)](B) Evaluating, in writing, each in-home service aide's performance at least annually. The evaluation shall be based in part on at least one (1) on-site visit. **This annual site visit can be completed during a general health evaluation (GHE) or a reassessment.** *[The aide must be present during the visit.]* The evaluation will include, in addition to the aide's performance, the adequacy of the care plan, including review of the care plan with the *[client]***participant**. The written report of the evaluation shall contain documentation of the visit, including the *[client's]***participant's** name **and address**, the date and time of the visit, the aide's name and the supervisor's observations and notes from the visit. The evaluation shall be signed and dated by the supervisor who prepared it and by the aide. If the required evaluation is not performed or not documented, the aide's qualifications to provide the services may be presumed inadequate and all payments made for services by that aide may be recouped;

[(D)](C) Communicating with the division *[case manager]* and provider RN regarding changes in any *[client's]***participant's** condition, changes in scope or frequency of service delivery and recommending changes in the number of units of service per month including *[written]* documentation of that communication; and

[(E)](D) Assure that all individuals, who may not be considered employees, but work for the provider in any capacity involving direct care of *[clients]***participants** have a signed agreement detailing the employment arrangement, including all rights and responsibilities. Such agreement would apply to all individuals hired through contract or other employment arrangement.

(22) The in-home service provider shall have a written plan for providing training for new aides, respite care workers and homemakers which shall include, at a minimum, the following requirements:

(A) *[Twenty (20)]* **Twelve (12)** hours of orientation training for in-home service workers, including at least two (2) hours orientation to the provider agency and the agency's protocols for handling emergencies, within thirty (30) days of employment.

1. *[Eight (8)]* **A minimum of six (6)** hours of *[classroom]* training will be provided prior to the first day of *[client]* **participant** contact.

2. New employee orientation curricula shall include an overview of Alzheimer's disease and related dementias and methods of communicating with persons with dementia pursuant to the requirements of section *[660.050.8]* **192.2000.7**, RSMo.

3. *[Twelve (12)]* **Four (4)** hours of required orientation training may be waived for aides and homemakers with adequate documentation in the employee's records that *[s/he has]* **they have** received similar training during *[the current or preceding year or has been employed at least half-time for six (6) months or more within the current or preceding year]* **the previous twelve (12) months.**

4. All **hours of** orientation training (**with the exception of the statutorily required dementia training and** *[except the]* two (2) hours provider agency orientation) may be waived with **adequate** documentation, placed in the aide's personnel record, that the aide is a licensed practical nurse, registered nurse or certified nurse assistant. The documentation shall include the employee's license or certification number which must be current and in good standing at the time the training was waived;

(B) *[Ten (10)]* **Five (5)** hours of in-service training annually are required after the first twelve (12) months of employment. **The provider may waive the required annual five (5) hours of in-service training and require only two (2) hours of refresher training annually, when the personal care aide has been employed for three (3) years and has completed fifteen (15) hours of in-service training.** In-service training curricula shall include updates on Alzheimer's disease and related dementia; and

(C) *[Additional training requirements for in-home workers providing advanced respite must be determined and provided by a provider agency RN following assessment of the client's condition and needs.]* **Prior to the delivery of service, the personal care aide shall receive a copy of the care plan for the participant and be provided with information about the participant in order to appropriately deliver services to meet the needs of the participant.**

(23) The in-home service provider shall have written documentation of all basic and in-service training provided which includes, at a minimum:

(A) A report of each employee's training in that employee's personnel record. The report shall document the dates of all classroom or on-the-job training, trainer's name, topics, number of hours and location, the date of the first *[client]* **participant** contact and shall include the aide's signature.

(C) The provider agency shall *[keep a]* **maintain an established** training curriculum *[record or folder]* that contains:

1. A list of all trainings [sessions held by the provider] **used** to fulfill training requirements; **and**

2. A copy of all agendas [showing date, time and duration of] **outlining the content of the different trainings** *[sessions; and]*.

[3. Qualifications of trainer(s), if other than the provider agency RN.]

(24) The in-home service provider shall maintain, at a minimum, the following records in a central location for five (5) years. Records must be provided to the department staff or designees upon request, and must be maintained in a manner that will ensure they are readily available for monitoring or inspection. Records include:

(A) Individual *[client]***participant** case or clinical records including records of service provision. These are confidential and shall be protected from damage, theft and unauthorized inspection and shall include, at a minimum, the following:

1. The **care plan for the** authorization for services *[forms]* from the division which documents authorization for all units of service provided;

2. *[Individual worker delivery records that accurately document the client's name, dates of service delivery, beginning time and ending time for each service delivery date activities or tasks performed, aide's signature and the client's signature verifying each date(s) of service. If the client is unable to sign, another responsible person present in the home during service delivery may sign to verify the time and activities reported or the client may make his/her mark (x) which shall be witnessed by a minimum of one (1) person who may be the aide or homemaker. If these documents are not filed in the client's case record, they must be readily available for monitoring or inspection]***Verification of services delivered through electronic visit verification (EVV) pursuant to 13 CSR 70-3.320;**

3. Documentation explaining discrepancies between authorized and delivered services including a description of corrective action taken, when applicable*[, and documentation of information forwarded to the division]*;

4. All *[registered nurse]* clinical notes concerning the *[client]***participant**;

5. Documentation of all correspondence and contacts with the *[client's]***participant's** physician or other care providers; **and**

[6. Copies of written communication transmitted to and from the division case manager; and]

*[7]***6.** Any other pertinent documentation regarding the *[client]***participant**.

(B) Individual personnel record for each employee which is a confidential record and shall be protected from damage, theft and unauthorized inspection and shall include, at a minimum, the following:

1. Employment application containing the employee's signature and documentation sufficient to verify the employee meets age, education, and work experience requirements. The record shall document employment and termination dates;

[2. Documentation of at least two (2) credible reference contacts;]

*[3]***2.** Documentation concerning all training and certification received;

*[4]***3.** Documentation supporting any waiver of employment or training requirements;

*[5]***4.** Annual performance evaluation which includes observations from one (1) on-site visit;

*[6]***5.** A signed statement documenting that the employee received and reviewed a copy of the *[client's]***participant's** rights, the code of ethics and the service provider's policy regarding confidentiality of *[client]***participant** information and that all were explained prior to service delivery;

*[7]***6.** A signed statement verifying that the supervisor received and reviewed a copy of the in-home service standards;

*[8]***7.** Statement identifying the employee's position, including whether the employee performs administrative duties for the provider or delivers services to clients;

8. A signed statement verifying the employee is not a participant if the employee will be delivering direct care to participants;

9. Returned permanent ID for a terminated employee or documentation of why it is not available; and

10. Verification of the current Missouri certified nurse assistant, licensed practical nurse, **graduate nurse**, or registered nurse license including, at least, the license or certificate number; **and**

[(C) Accurate records documenting dates and amount of contributions received and expended. Records of contributions received should list the name of each contributor and the date and amount of the contribution. The contribution expenditure records should list the name and amount of the contribution. The contribution expenditure records should list the name and address of each client, dates of service delivery, time spent on each date, activities performed, aide's name and the client's signature for each date of service; and]

[(D)](C) Documentation of each Employee Disqualification List (EDL) and criminal background screening sufficient to show the identity of the person who was screened, the dates the screening was requested and completed, and the outcome of the screening. Providers that use the Family Care Safety Registry (FCSR) to conduct EDL and criminal background screenings shall maintain documentation of each FCSR screening sufficient to show the identity of the person who was screened, the dates the screening was requested and completed, and the outcome of the screening.

AUTHORITY: section [660.050, RSMo Supp. 2005]192.2000, RSMo 2016. This rule previously filed as 13 CSR 15-7.021. Original rule filed Sept. 1, 1994, effective April 30, 1995. Amended: Filed Dec. 15, 1997, effective July 30, 1998. Moved to 19 CSR 15-7.021, effective Aug. 28, 2001. Amended: Filed Sept. 14, 2001, effective April 30, 2002. Amended: Filed June 1, 2006, effective Dec. 30, 2006. ***

**Original authority: 660.050, RSMo 1984, amended 1988, 1992, 1993, 1995, 2001.*

PUBLIC COST: This proposed amendment will not cost state agencies or political subdivisions more than five hundred dollars (\$500) in the aggregate.

PRIVATE COST: This proposed amendment will not cost private entities more than five hundred dollars (\$500) in the aggregate.

*NOTICE TO SUBMIT COMMENTS: Anyone may file a statement in support of or in opposition to this proposed amendment with the Missouri Department of Health and Senior Services, Division of Disability and Senior Services, Melanie Highland, Division Director, PO Box 570, Jefferson City, MO 65102-0570. Telephone: (573) 526-3626. E-mail: LTSS@health.mo.gov. To be considered, comments must be received within thirty (30) days after publication of this notice in the **Missouri Register**. No public hearing is scheduled.*