ADMINISTRATIVE DIRECTIVE	TRANSMITTAL: 91 ADM-42
	DIVISION: Medical Assistance

TO: Commissioners of Social Services

DATE: October 25, 1991

SUBJECT: Personal Emergency Response Services (PERS) Procedures and Guidelines

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SUGGESTED DISTRIBUTION:

Medical Assistance Staff
Personal Care Services Staff
Long Term Care/CASA Coordinators
Fair Hearing Staff
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CONTACT PERSON:

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ATTACHMENTS:

See Table of Contents for list of Appendices (available on-line)

FILING REFERENCES

Previous ADMs/INFs	Releases Cancelled	Dept. Regs.	Soc. Serv. Law & Other Legal Ref.	Manual Ref.	Misc. Ref.
		505.33	Section 367-g		

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I. PURPOSE

This Administrative Directive explains requirements found in Section 505.33 of the Department's regulations for Personal Emergency Response Services (PERS) and addresses requirements for PERS authorizations, contracts, payment, service provision, and related matters.

II. BACKGROUND

In recent years, the State's Medical Assistance (MA) expenditures for personal care services have rapidly increased. This growth has been attributable, in part, to State programs supporting care at home as an alternative to institutional care. Unfortunately, the demand for personal care services has risen at a rate exceeding the available supply of home care workers. This labor shortage has compelled the State to explore alternatives that are cost-effective and which neither compromise clients' safety nor the quality of care received.

In 1983, New York City conducted a demonstration program to test the benefits of PERS. The demonstration used PERS to supplant some or all of the hours previously provided by home care workers that were authorized in order to provide 24 hour monitoring of the client's health and safety. The project demonstrated that the use of PERS reduced the overall MA home care services expenditures by decreasing the number of authorized hours of care provided by home care workers.

A PERS demonstration program conducted in Erie County in 1987 evaluated both the quality and cost effectiveness of PERS. During the first fourteen months of the project, an estimated MA savings of $347,852 was realized because of the decrease in authorized hours of home care services provided by home care workers. At the same time, no evidence was found of any adverse impact on the clients' quality of care. Long Term Home Health Care Programs and social services districts that have had PERS demonstrations have also reported that PERS enhances client self-sufficiency and is a cost-effective complement to traditional home care services. On July 16, 1989, the Governor signed legislation which became Chapter 438 of the Laws of 1989 and added Social Services Law, Section 367-g, to authorize the use of PERS to eligible MA recipients.

III. PROGRAM IMPLICATIONS

The addition of 505.33 to Department regulations will allow social services districts to provide a more cost-effective means of delivering home care services to qualified MA clients. It is expected that by authorizing PERS, the social services district will be able to reduce or

eliminate the number of hours authorized for home care workers who are in a client's home solely for the purpose of monitoring the client's health and safety. Home care services expenditures should be reduced at both the local and State level.

At the same time, the implementation of PERS may alleviate or diminish the severity of the worker shortage in social services districts experiencing home care worker shortages.

IV. REQUIRED ACTION

Social services districts must develop and implement a personal emergency response services program for clients eligible to receive personal care or home health services.

A. Definitions and Scope

1. Description of Personal Emergency Response Services

Personal Emergency Response Services (PERS) means the provision and maintenance of electronic communication equipment in the home of a client which signals a monitoring agency for help when activated by the client or after a period of time if a timer mechanism has not been reset. PERS also includes the continuous monitoring of such signals by a trained operator and, in case of receipt of such signals, the immediate notification of the emergency response organizations, or persons, if necessary, as the client has previously specified.

The purpose of PERS is to provide support to a client, whose medical condition is stable, with a mechanism for summoning help should an emergency occur. The PERS substitutes for all or some hours of service, authorized solely for the purpose of monitoring the client's health and safety, which would in the past have been routinely provided by a personal care/home health aide.

2. Description of the Components of Personal Emergency Response Services

PERS provides the home care client with an electronic communications link with a monitoring agency which can arrange for the appropriate assistance when an emergency signal is received. While many PERS manufacturers have developed different product enhancements (i.e., smoke detection), the following are key features shared by all PERS:

(a) PERS Provider

A PERS provider may be a certified home health agency, a long term home health care program, an area agency on aging, a police department, a fire department, an

ambulance service, a hospital, or any other entity that is capable of providing PERS either directly or through subcontracts. A PERS provider may also be a monitoring agency, as defined in (d), below.

(b) Emergency Response Activator

An emergency response activator is a small, electronic device that the PERS recipient presses or otherwise activates to send a signal for help to the monitoring agency. The activator can be hand held, worn as a neck pendant or as a wristband.

(c) Emergency Response Communicator

An emergency response communicator is an electronic unit connected to the client's telephone line. The communicator can accept the signal from the activator and also has a button to generate a signal. The communicator then sends this signal over telephone lines to the monitoring agency.

(d) Monitoring Agency

The monitoring agency is an agency that is capable of receiving signals for help from a client's PERS equipment 24 hours a day, seven days per week; determining whether an emergency exists; and notifying an emergency response organization or an emergency responder that the PERS recipient needs emergency help.

(i) Provider-based monitoring agencies are usually located in hospitals and have staff who are trained to respond to the emergency signal by referencing pertinent client information, calling the client or responder to determine if an emergency exists and summoning assistance.

(ii) Manufacturer-based monitoring agencies have trained staff on a 24 hour, seven day per week basis at the national or regional monitoring agency offices. Systems with voice-to-voice communication will directly communicate with the client to determine the nature of the emergency and then summon assistance.

(e) Emergency Responder

An emergency responder is a PERS client's neighbor, family member or any other person who at the client's request has agreed to respond to a signal for help when notified by a monitoring agency. To ensure adequate coverage of an emergency signal, the client must list

with the social services district the name, address and telephone number of one person who has agreed to serve as an emergency responder. If possible, the client should also list this information for an additional emergency responder.

(f) Emergency Response Organization

An emergency response organization is a police or fire department, an ambulance service, a hospital or other entity that the client has designated to respond to signals for help when notified by the monitoring agency or emergency responder.

B. Provision of PERS by the Social Services District

The process and procedures for the authorization of Personal Emergency Response Services (PERS) are completed in accordance with, and in coordination with, the authorization procedures for home care services. Authorization for PERS services are to be based on a physician's order and a comprehensive assessment of the client's needs.

1. Physician's Orders

When the social services district receives a completed physician's order indicating a request for home care services, the physician's order can serve as the initial basis for ascertaining whether the client might be appropriate to receive PERS. PERS might be appropriate for a client who has been identified in the physician's order as needing traditional personal care/home health services and who requires safety monitoring by a home care worker.

2. PERS Comprehensive Assessment and Client Eligibility Requirements

(a) PERS Comprehensive Assessment

The social services district or its designee must perform a comprehensive assessment on forms the Department approves to be used. The social services district, or its designee, must obtain the necessary information or utilize the nursing and social assessments completed for the authorization of home care services to evaluate the client's physical disability status, the degree that he/she would be at risk of an emergency due to his/her medical or functional impairments or disability, and the degree of the client's social isolation.

(b) Client Eligibility

Potential PERS clients can be characterized as being medically stable and either chronically-ill, functionally impaired, disabled, living alone or alone for long periods of time and/or at risk of a medical emergency such as fainting or falling down.

Examples of medical or functional impairments which might indicate a client's appropriateness for PERS are: severe crippling arthritis or osteoporosis, renal dialysis, severe heart conditions complicated by angina, dyspnea or sudden heart failures, or being quadriplegic. The comprehensive assessment must also take into consideration the degree of social isolation experienced by the client. A client may experience social isolation by living in an inaccessible rural environment during the winter season or by living in a high-rise apartment building with no daily contact with others.

The district may authorize PERS only when the comprehensive assessment indicates that the service would be appropriate because the client meets all of the following conditions :

(i) The client has a medical condition, disability or impairment that warrants use of PERS. Clients may be characterized by a variety of disabilities such as cardio-vascular, musculo-skeletal conditions, neurological, metabolic, visual, auditory or pulmonary impairment.

(ii) The client's safety in the home must be monitored. The assessment process must have determined that the client is either severely functionally impaired, at a high risk of medical vulnerability, or completely socially isolated.

(iii) The client has insufficient informal caretakers. Many clients lack informal supports, such as family members and friends, that are directly and continuously available to monitor his/her health and safety.

(iv) PERS would reduce or eliminate the number of hours of personal care services or home health services that the client would receive in the absence of PERS.

(v) The client is alert and self-directing. Alert and self-directing means that he/she is capable of making choices about the activities of daily

living, understanding the impact of these choices and assuming the responsibility for the results of these choices.

(vi) The client would be able to use PERS equipment effectively. Consequently, PERS would be unsuitable for persons who cannot comprehend the equipment's use or the manipulation of the activator button to summon assistance in an emergency.

(vii) The client has the ability to communicate basic English commands for the purpose of summoning assistance in an emergency situation. A non-English speaking client must have an emergency responder who can communicate basic commands for help in English.

(viii) The client has a functioning telephone with a private line, on or before the day the PERS equipment is installed into the person's home.

3. PERS Authorization

All PERS must be authorized by the social services district. The district reviews the PERS request and the supporting documents. If the district has any questions regarding the documentation, the physician ordering the service or the agency performing the nursing assessment should provide any additional information needed. The district reserves the right to independently assess the client to assure the need for service. If the district disagrees with the recommendation of the ordering physician or the assessing agency, the local professional director should be consulted. As with personal care services, a PERS authorization may not exceed six months and must be completed prior to the initiation of services. When the district authorizes PERS, it will incorporate the provision of PERS into the plan of care and must reflect either a decrease or elimination of the personal care aide or home health aide hours that the client received or would have received in the absence of PERS.

4. Reassessment/Reauthorization

(a) Reassessment

When an unexpected change in the client's physical circumstances, mental status or medical condition occurs which might affect the client's use or understanding of PERS, the district will be responsible for completing, on a timely basis, a new comprehensive assessment and making the necessary changes in the authorization. If this new

comprehensive assessment indicates that PERS should be discontinued, the district must ensure that the appropriate level of services are provided to the client.

(b) Reauthorization

After the initial authorization, PERS must be reauthorized every six months, if the service is to continue. The reauthorization must include the total reassessment of the client's physical disability status, the degree to which a client is at risk of an emergency due to a medical or functional impairment or disability, and the degree of the client's social isolation. Additional considerations or questions that must be addressed in the reauthorization process are:

(i) Does the client continue to have a medical condition, disability, or impairment that warrants use of PERS?

(ii) Does PERS continue to reduce or eliminate the number of personal care services or home health services hours the client would need?

(iii) Does the client still need safety monitoring in his/her home?

(iv) Does the client still have insufficient informal caregivers available to monitor his/her health and safety?

(v) Is the client still alert and self-directing?

(vi) Is the client's private telephone line still functional?

(vii) Is the client still able to use the PERS equipment effectively or has the client been abusing the equipment or misusing the PERS service by not wearing the emergency response activator or by continually activating the system when no emergency exists?

The client's physician must participate in the reassessment process at least to the extent that he/she denotes medical approval of the reauthorization for PERS. In accordance with Section 367-g of the Social Services Law and 505.33(c)(7), if the client's physician is not in agreement with the district's recommendation for reauthorization of PERS, the matter must be referred to the local professional director or a physician at the area Office of Health Systems Management.

5. Written Notification Requirements

The district must notify the client in writing, on forms required by the Department, of its decision to authorize, deny, reauthorize, or discontinue PERS. The notices must meet the notice requirements found in Part 358 of the Department's regulations. A client whose service is going to be discontinued is entitled to a fair hearing and aid continuing in accordance with the requirements of Part 358. A model notice form has been developed and is included in Appendix E of this Directive.

6. Initiation by the Social Services District of the Provision Of PERS

Once it has been determined that a client may be appropriate for PERS, and the authorization and the comprehensive assessment are completed, the social services district has the primary responsibility to ensure that the installation of PERS services is completed. To fulfill these responsibilities, the district must perform the following functions:

(a) Ensure that the client has designated in writing the name, telephone number and address of the emergency response organization; one emergency responder or, if possible, two emergency responders; a representative who may be the same person as an emergency responder; the client's physician; and the client's choice of preferred hospital. This information should be obtained from the client's assessment forms and be recorded into the client's data record. The district should verify that the emergency response organization selected by the client is aware of its designation and is willing and able to assume that responsiblity. The district must also obtain the client's written authorization for the emergency response organization and emergency responder to enter his/her home and to provide emergency treatment and transportation.

(b) Telephone the provider on the day of PERS authorization and inform the provider of the name, address and telephone number of the client. During this telephone conversation, the district must also inform the provider that it must telephone the client or the client's representative that same day to arrange a mutually convenient time for the provider to install the PERS equipment into the client's telephone line, and that the provider must install the PERS equipment within seven business days after the day the provider receives the written PERS authorization from the district and that, if

the provider cannot install the equipment within this seven day period, it must immediately notify the district. Also on the day the district authorizes PERS, it must forward to the provider a copy of the PERS authorization, along with the information contained in the client's data record. If the client's physical circumstances, medical condition or mental status changes during the authorization period, the district will be responsible for forwarding in writing these changes so that the provider may update the client's data record.

7. Social Services District Monitoring Requirements

The social services district has responsibility for monitoring the provider's provision of PERS equipment and services. Monitoring and follow-up activities include:

(a) Monitoring the timeliness of the provider's installation, maintenance and removal of PERS equipment;

(b) Monitoring the timeliness and efficiency of the monitoring agency's responses to emergency signals from the client;

(c) Monitoring all complaints by PERS clients regarding the PERS provider which should include ascertaining the client's satisfaction with, and the reliability of, the PERS equipment;

(d) Monitoring the timeliness of the provider's reports of emergencies, which should include collecting data and documentation of the provider's reports on emergencies and non-emergency signals.

Social services districts have flexibility to determine the methods which will be utilized to monitor the provider's compliance with PERS equipment and services requirements. Monitoring methods utilized may be influenced by such factors as district staffing considerations or by the number of provider agencies who have contractual arrangements with the district.

Methods of monitoring may include, but are not limited to, the district's on-site reviews of a provider agency's required record-keeping documentation; establishment of a formal weekly or monthly reporting system between the district and a provider(s) or; establishment of monthly district/provider meetings in which the providers' required record-keeping activities are reviewed by the district. Methods utilized must be adequate to assure that all monitoring objectives above are met.

8. Discontinuance of PERS Authorization

If the social services district determines that PERS are no longer appropriate for a client, a written notice of the district's intent to discontinue PERS must be sent to the client. The district must send a notice of its intent to discontinue a client's PERS authorization when a client is continuously hospitalized for more than sixty days or when the client's physical circumstances, mental status or social condition has changed significantly so that PERS are no longer appropriate.

A PERS client has the right to request a fair hearing to appeal the district's proposed discontinuance of PERS. The client may also have a right to aid continuing. Consequently, the district's proposed discontinuance of the client's PERS authorization must comply with the notice, aid continuing and fair hearing requirements set forth in Section 505.33 (c)(8) and Part 358 of the Department's regulations.

On the day that the district discontinues PERS, the district must notify the provider by telephone of the termination of the client's PERS authorization. During this telephone conversation, the district must also tell the provider that it must telephone the client or the client's representative that same day to arrange a mutually convenient time for the PERS equipment's removal and that the provider must remove the PERS equipment within seven business days after the day the provider receives the district's written notification to remove the equipment. Also on the day the district discontinues PERS, it must forward to the provider a written notification verifying the order to remove the client's PERS. When the client's PERS authorization is terminated the social services district must ensure, when applicable, that the appropriate level of care is provided to the client.

9. PERS in Combination with a Shared Aide Plan

Shared aide means a method of providing personal care services under which a social services district authorizes one or more nutritional and environmental support functions, personal care functions, or health-related tasks for each personal care services recipient who resides with other personal care services recipients in a designated geographic area, such as in the same apartment building, and a personal care services provider completes the authorized functions or health-related tasks by making short visits to each such recipient. Personal Emergency Response Services (PERS) can be combined with the provision of shared aide services to further improve efficiency and cost-effectiveness in delivering Personal Care Services.

10. Provision of PERS to LTHHCP Eligibles

Section 367-g of the Social Services Law provides that a social services district must not authorize PERS as a component of personal care or home health services if the person is eligible for the Long Term Home Health Care Program (LTHHCP), can obtain PERS through the LTHHCP, and desires to obtain PERS through the LTHHCP. Consequently, a client who is eligible for, or who is participating in the LTHHCP, must be given the opportunity to choose to receive PERS through that program.

Note: 18NYCRR 360-4.10(a)(7) defines institutionalized spouse as meaning married to a person who: is in a medical institution or nursing facility and is likely to remain in a medical institution or nursing facility for at least 30 consecutive days or is receiving home and community-based services provided pursuant to a waiver under section 1915(c) of the Federal Social Security Act and is likely to receive such services for at least 30 consecutive days; and who is married to a spouse who is not in a medical institution or nursing facility and who is not likely to receive such home and community-based services pursuant to a waiver under section 1915(c) of the Social Security Act for 30 consecutive days. An institutionalized spouse, as defined in 18NYCRR 360-4.10(a)(7), who is in receipt of PERS through a LTHHCP must have his/her MA eligibility determined using the budgeting methodology outlined in 89 ADM-47: Treatment of Income and Resources for Institutionalized Spouses/Individuals and Legally Responsible Relatives.

11. Provision of PERS to Clients Receiving Home Health Services

PERS may be authorized for clients of home health aide services delivered by a certified home health agency when the provision of PERS, when incorporated into the plan of care, would reflect either a decrease or elimination of hours of home health aide services or eliminate the need for additional hours of personal care services. To determine whether PERS are appropriate for a client of home health services, the home health services client must meet the criteria found in Section (B)(2)(b), Client Eligibility, on pages 9-10 of this Directive.

All PERS must be authorized by the social services district. The social services district must establish a process for authorizing PERS with input from the certified home health agency(ies). The following steps in the process are required:

(a) Obtain physician's order and comprehensive assessment

A physician's order and a comprehensive assessment are required for the authorization of PERS. However, the social services district may delegate the responsibility for obtaining a physician's order and completing a comprehensive assessment to the certified home health agency, since it is intended that the determination of the need for PERS will be coordinated with the process for determining the need for home care services. If the provision of PERS would reduce or eliminate the need for home care services and the client meets the other conditions for eligibility, the certified home health agency may certify to the social services district that the client is appropriate to receive PERS. Documentation to support the certification, as specified by the social services district, must be included.

(b) Complete authorization for PERS

The social services district should authorize PERS in accordance with B.3, PERS Authorization, on page 10 of this Directive.

(c) Reauthorize service

A similar process for the reassessment of the need for PERS should be followed as outlined on pages 11-12, B.4, of this Directive. The comprehensive assessment for the reauthorization should include the following considerations or questions:

(i) Does the client continue to have a medical condition, disability, or impairment that warrants use of PERS?

(ii) Does PERS continue to reduce or eliminate the number of personal care services or home health services hours the client would need?

(iii) Does the client still need safety monitoring in his/her home?

(iv) Does the client still have insufficient informal caregivers available to monitor his/her health and safety?

(v) Is the client still alert and self-directing?

(vi) Is the client's private telephone line still functional?

(vii) Is the client still able to use the PERS equipment effectively or has the client been abusing the equipment or misusing the PERS service by not wearing the emergency response activator or by continually activating the system when no emergency exists?

Information obtained by the district from the PERS provider regarding any inappropriate use of the equipment or the service should be shared with the certified home health agency for consideration in the reassessment. Based on the information from the certified home health agency, the social services district may reauthorize the service.

(d) Monitoring

The social services district should seek input from the certified home health agency(ies) when monitoring the delivery of PERS as outlined in B.7, Social Services District's Monitoring Requirements, on pages 13-14 of this Directive.

C. Rates and Contracting for Personal Emergency Response Services

1. Contracting

Personal Emergency Response Services are provided through contracts with PERS providers. The social services district must contract with a sufficient number of providers to supply PERS for authorized clients. Prior to selecting a PERS provider(s), the district should determine, from their personal care/home health services caseloads, the number of clients they believe will be eligible for PERS. This potential PERS caseload will determine the number of PERS provider(s) with which the district will need to contract.

Before selection of a PERS provider(s), the social services district should request the following:

(a) A demonstration by the potential provider(s) that they have the capacity and ability to provide services utilizing PERS equipment which meets all the standards outlined in Appendix A, to the district's authorized PERS clients; and,

(b) A demonstration by the potential provider(s) of their products, including activation of the emergency signal, and response to this signal by the monitoring agency.

When the social services district selects a provider(s), a contract which defines the responsibilities of each party must be negotiated. A model contract has been developed by the Department for this purpose and is included in Appendix B. This contract will require, among other things, that the PERS provider maintain appropriate insurance coverage to protect the social services district from liability claims resulting from personal injuries to clients or persons who install, maintain or remove PERS equipment. Any local variations to the model contract must be included in the model contract's Appendix B-3. For example, local variations may include language that supports the methods selected by the district for monitoring the provider's provision of PERS equipment and services. Both the contract and rates, including any local variations, must be approved by the State Department of Social Services before PERS are implemented. Steps for Provider Selection and Contracting Process for Personal Emergency Response Services, located in Appendix D of this directive, should be consulted for further explanation of the steps involved in the contract and approval process.

2. Reimbursement for Personal Emergency Response Services

Reimbursement for PERS will consist of two rates which have been negotiated by the social services district. These rates must not exceed the local prevailing rate or the rate caps established by the Department. The rate cap for PERS installation is $75.00, and the PERS monthly service charge cap is $31.00. The social services district must submit all negotiated rates to the Department for approval. The PERS model contract located in Appendix B of this Directive contains in its Appendix B, a copy of the PERS Rate Form which should be used for this purpose.

The two rates which the district is responsible for negotiating are:

Rate Description	Rate Code
PERS Installation	2513
PERS Monthly Service Charge	2514

Negotiated rates must include the costs for renting or leasing of PERS equipment, the installation, maintenance, and the removal of the PERS equipment from the client's home. A second rate must be negotiated for the monthly service charge for monitoring agency services.

Districts are strongly encouraged to negotiate PERS rates below the maximum PERS rate caps, since these caps will not necessarily be adjusted annually. When applicable, social services districts should explore the possibility of obtaining volume discounts from PER providers.

Payments for PERS will be made only when a provider's claim is supported and verified by documentation required by Section 540.7(a)(8) of the Department's regulations. All payments for PERS services will end on the day the district sends the provider a written notification to discontinue service and remove the PERS equipment from the client's home.

Expenditures for PERS are a part of home care services and are eligible for long term care overburden funding. Therefore, the share for reimbursement for federal participating clients is 50% federal, 40% state and 10% local. Expenditures for administrative costs should be claimed on schedule D-4 in accordance with instructions found in Bulletin 143b.

D. Responsibilities of the PERS Providers

The PERS provider has the primary responsibility to furnish, install, maintain, test and service the PERS equipment as required. Within this context it is expected that the district and the PERS provider will work closely together to coordinate service delivery to ensure that the PERS client's health and safety needs are always met and that the client will have immediate access to medical help in an emergency.

1. Installation of PERS Equipment

The installation process begins when the social services district telephones the provider informing them of the PERS client's name, address and telephone number. The provider contacts the client or the client's representative on that same day and arranges a mutually convenient time for the PERS equipment installation into the client's telephone line. The client must have and maintain a private line telephone service in order for the PERS equipment to properly function. The provider must properly install the PERS equipment within seven business days from the day it receives the district's written authorization. If the provider is unable to install the PERS equipment within this seven day time frame, it must notify the district immediately. Installation of PERS equipment is completed upon performance of the following tasks by the provider:

(a) The provider has telephoned the district on the day the provider installed the recipient's PERS equipment and notified the district that the equipment has been properly installed;

(b) The provider has instructed the client in the use of the PERS equipment and has provided the client with simple, written PERS instructions that describe these procedures. The name and telephone number of the provider should appear on this instruction packet;

(c) The provider has informed the client that if the PERS equipment malfunctions, the client should immediately notify the provider or the social services district;

(d) The provider has informed and encouraged the client to call the monitoring agency to test his/her PERS equipment or when he/she has questions regarding any aspects of the PERS equipment or service.

Within seven business days following the installation of PERS equipment, the PERS provider must send the district, by mail or facsimile machine, a written confirmation that the PERS equipment has been installed and that the client has been instructed in the use of the equipment. This confirmation must be signed by a representative of the provider and by the client or his/her representative. The client or the district may request, at any time, that the provider furnish, in the client's home, follow-up instruction on the use of PERS equipment.

2. Monitoring and Maintenance of Equipment

The PERS provider is responsible for maintaining installed PERS equipment in proper working order and monitoring the system to ensure that it is in proper working order at all times. This monitoring function should be automated so as to cause the least possible inconvenience to the client. All PERS equipment must be properly maintained and serviced by the PERS provider within 24 hours of notification of problems with the equipment. If the equipment cannot be repaired, it must be replaced by the provider within 24 hours. A PERS provider must also replace the equipment's batteries when necessary. All replacements and repairs to PERS equipment will be made and paid for by the provider. When a replacement or repair has been made to equipment, the provider must telephone the district within 24 hours to notify it of the problem and its resolution.

3. Responding to Emergency Signals

The most critical area of provider responsibility is to ensure that the monitoring agency performs the correct protocols when responding to an emergency signal. When the monitoring agency receives a signal from the client's PERS equipment, staff from the monitoring agency will retrieve the client's data record and complete the following tasks:

(a) If the PERS client's equipment has voice-to-voice capability, the monitoring agency staff immediately establishes client contact and determines whether an emergency exists and the type of assistance needed.

(b) If the client with voice-to-voice equipment is able to respond, monitoring agency staff asks the client if assistance is needed and provides an appropriate response to the situation (such as contacting the designated emergency responder(s), the police, fire department and/or an ambulance).

(c) If the monitoring agency staff is unable to establish contact with a PERS client whose equipment has voice-to-voice capability, such as the client does not respond or if contacted by telephone and there is a busy signal, or if the client's equipment lacks voice-to-voice capability, monitoring agency staff will attempt to reach one of the emergency responders.

(d) Once an emergency responder is contacted, that emergency responder determines what further action to take to provide the client with assistance, including summoning an emergency response organization.

(e) If monitoring agency staff are unable to reach one of the emergency responders, the monitoring agency staff must notify the emergency response organization, (e.g. police, fire or ambulance).

(f) Monitoring agency staff will maintain appropriate contact with the PERS client, the emergency responder or the emergency response organization and will monitor the entire provision of this emergency service to verify that services have been provided and the emergency has been resolved.

The provider must telephone the district on the first business day after an emergency occurs and inform the district of the nature of the emergency and how it was resolved. The provider must also send the district a written report within seven working days after the emergency.

It is the PERS provider's responsibility to assure that the monitoring agency's equipment has appropriate back-up power supply, a separate telephone service, and a back-up information retrieval system so that the monitoring agency will be able to respond to signals for help from a client's PERS equipment during power failures, mechanical malfunctions, or other technical emergencies.

4. Recordkeeping Requirements

The PERS provider has responsibility for maintaining the following records:

(a) Client Data Record

The provider must maintain a data record for each PERS client which is based on information that the district supplies. The provider must update this record every six months by contacting the district and whenever the district notifies the provider that changes must be made. An example of information in the file which may need updating may be a change in emergency responders or a change in the client's medical condition.

The initial information contained within the client's data record is recorded by the district and sent to the provider on the day of the PERS authorization. The data record must at all times contain the following information:

(i) The client's name, telephone number and address, including his/her apartment number and floor, where applicable;

(ii) The client's personal medical history, including his/her age, sex, medical condition, primary diagnosis, and other relevant medical history;

(iii) The name, telephone number, and address of the person or persons whom the PERS recipient has designated as the emergency responder or responders;

(iv) The name, telephone number and address of the person whom the PERS client has designated as his or her representative, if different from the emergency responder;

(v) The name, telephone number and address of the police department, fire department, ambulance service, hospital, or other entity that the PERS client has designated as an emergency response organization;

(vi) The PERS client's written authorization for the emergency response organization and emergency responder to enter his or her home and provide emergency treatment and transportation; and,

(vii) The name, telephone number, and address of the PERS client's physician and the client's preferred hospital.

(b) Monitoring Records

In addition to the data record, the provider will also maintain records of all its 24 hour monitoring activities, all

the signals sent by clients and the monitoring agency's response to these signals. The provider must also maintain a record of PERS clients whom the monitoring agency monitors each month.

(c) Installation and Removal Records

Providers are also required to keep a record of the dates of installation and removal of PERS equipment, a record of the PERS provider's instructions to the PERS client regarding his or her use of the PERS equipment, and a record of all maintenance, repairs or replacements of the client's malfunctioning PERS equipment.

5. Removal of the Client's PERS Equipment

The PERS provider must not remove PERS equipment unless the district has notified the provider in writing that the equipment must be removed. The following procedures must be followed by the provider when removing equipment from a client's home:

(a) On the day the social services district telephones the PERS provider and notifies it that PERS equipment must be removed, the provider must telephone the client or the client's representative to arrange a mutually convenient time for the equipment's removal.

(b) The PERS provider must remove PERS equipment within seven business days after the day the provider receives the social services district's written notification that PERS equipment must be removed.

(c) On the day the PERS equipment is removed, the PERS provider must notify the social services district by telephone of the equipment's removal.

(d) Within seven business days after the day the PERS equipment is removed, the PERS provider must forward to the social services district a written confirmation that the equipment has been removed. The confirmation must be signed by a representative of the provider and by the PERS client or his/her representative.

E. Requirements for Submittal and Approval of a Plan for the Provision of Personal Emergency Response Services

Within forty-five days of the effective date of this Directive, districts must submit to the Department a plan for the provision of PERS. The plan must be prepared on standard forms designed by the Department and found in Appendix C.

Social services districts will be notified in writing of their PERS plans' approval/disapproval. Notifications will be transmitted by the Department within forty-five business days of plan receipt on standard forms developed by the Department. Districts must not authorize PERS until the Department has approved the districts' PERS plan. Initial PERS plans disapproved by the Department must be amended to address identified deficiencies and resubmitted to the Department for further consideration of approval. The revised plan must be submitted within thirty business days after the social services district receives the Department's written disapproval notification. The Department will notify the district of approval or disapproval within forty-five business days after receipt of the amended plan. Once approved, amendments/revisions to the district's plan are to be included as part of the district's annual plan for Personal Care Services.

VI. SYSTEMS IMPLICATIONS

Once the district's PERS plan, contract(s), and negotiated rates have been approved by the Department, the MMIS provider enrollment package will be sent to prospective PERS providers by the Department. Completion and return of the enrollment material will result in the assignment of a provider identification number used in service authorization and billing activities being issued to the PERS provider. Billing instructions will be sent to the PERS providers subsequent to the providers return of the enrollment package.

VII. EFFECTIVE DATE

This Administrative Directive is effective November 1, 1991.

Jo-Ann A. Costantino
Deputy Commissioner
Division of Medical Assistance

STANDARDS FOR PERS EQUIPMENT AND FOR MONITORING AGENCIES

1. All PERS equipment must be approved by the Federal Communications Commission and meet the Underwriters Laboratories, Inc. (UL) safety standard number 1637, which is the UL standard for home health care signaling equipment. The UL listing mark on the equipment will be accepted as evidence of the equipment's compliance with such standard.

2. The emergency response activator must be able to be activated by breath, by touch or some other means and must be usable by persons who are visually or hearing impaired or physically disabled.

3. The emergency response communicator must be attached to the PERS client's telephone line and must not interfere with normal telephone use. The communicator must be capable of operating without external power during a power failure at the recipient's home in accordance with UL requirements for home health care signaling equipment with stand-by capability.

4. The monitoring agency must be capable of simultaneously responding to multiple signals for help from client's PERS equipment. The monitoring agency's equipment must include a primary receiver, a stand-by information retrieval system and a separate telephone service, a stand-by receiver, a stand-by, a back-up power supply, and a telephone line monitor. The primary receiver and back-up receiver must be independent and interchangeable. The clock printer must print out the time and date of the emergency signal, the PERS client's identification code, and the emergency code that indicates whether the signal is active, passive, or a responder test. The telephone line monitor must give visual and audible signals when an incoming telephone line is disconnected for more than 10 seconds. The monitoring agency must maintain detailed technical and operations manuals that describe PERS elements, including PERS equipment installation, functioning, and testing; emergency response protocols; and recordkeeping and reporting procedures.

5. The PERS provider will assure that monitoring agency staff will be trained on operational and technical aspects of the PERS system. This training shall include testing procedures, emergency reporting and response procedures and servicing.

Appendix B
Model Contract for PERS

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AGREEMENT

BETWEEN A SOCIAL SERVICES DISTRICT AND A PROVIDER OF PERSONAL EMERGENCY RESPONSE SERVICES (PURSUANT TO TITLE 11 OF ARTICLE 5 OF THE SOCIAL SERVICES LAW AND TITLE XIX OF THE SOCIAL SECURITY ACT.)

FOR TITLE XIX SERVICES ONLY

This Agreement is between the _____ County Department of Social Services ("Social Services District"), located at _____, New York and the _____ ("Provider"), located at _____.

WHEREAS, the Social Services District, pursuant to Section 367-g of the Social Services Law ("SSL") and the New York State Department of Social Services' ("Department") Regulations at Section 505.33 of Title 18 NYCRR, may authorize personal emergency response services ("PERS") to be provided to Medical Assistance ("MA") recipients whom the Social Services District has determined eligible to receive these services; and

WHEREAS, the Social Services District is authorized, pursuant to Section 365.1(d) of the SSL and subdivision (d) of Section 505.33 of Title 18 NYCRR, to enter into written agreements for the provision of PERS for which reimbursement is available pursuant to Title XIX of the Federal Social Security Act ("SSA"), Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

WHEREAS, the Provider represents that it will provide PERS as authorized by the Social Services District pursuant to Title XIX of the SSA, Section 367-g of the SSL, and Section 505.33 of Title 18 NYCRR; and

WHEREAS, the Social Services District and the Provider have determined to enter into this written Agreement pursuant to which the Provider will provide PERS to MA recipients whom the Social Services District has determined eligible to receive these services;

THEREFORE, the Social Services District and the Provider agree as follows:

1. Social Services District's Authorization of PERS:

The Social Services District is responsible for determining whether MA recipients are eligible to receive PERS, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, and for authorizing and reauthorizing PERS for MA recipients whom it determines eligible to receive PERS. The Social Services District's eligibility determinations, authorizations, and reauthorizations for PERS will be in accordance with subdivision (c) of Section 505.33 of Title 18 NYCRR and such directives to social services districts as the Department may issue.

2. Provider's Provision of PERS:

The Provider agrees to provide PERS to MA recipients whom the Social Services District has determined eligible to receive PERS and has authorized or reauthorized to receive PERS. The Provider agrees that its provision of PERS will be in accordance with subdivisions (a) and (f) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as the Department may issue.

3. Standards for PERS Equipment:

The Provider agrees to assure that all PERS equipment complies with the PERS equipment standards set forth in subdivision (g) of Section 505.33 of Title 18 NYCRR and such directives to PERS providers as the Department may issue.

4. Training of Monitoring Agency Staff:

The Provider agrees to assure that staff of the monitoring agency, as defined in subdivision (a) of Section 505.33 of Title 18 NYCRR, are fully trained regarding their responsibilities when the monitoring agency receives signals for help from MA recipients' PERS equipment.

5. Payment for PERS:

The Social Services District agrees to authorize payment to the Provider for PERS that are provided to MA recipients whom the Social Services District has determined eligible for PERS and has authorized or reauthorized to receive PERS and that are provided in accordance with the Social Services District's authorization or reauthorization, Section 505.33 of Title 18 NYCRR, and such directives as the Department may issue. The Social Services District agrees to authorize payment to the Provider at the rates set forth in Appendix B of this Agreement, provided that such rates have been established pursuant to subdivision (h) of Section 505.33 of Title 18 NYCRR. The rates set forth in Appendix B of this Agreement are the total payment to the Provider, and no additional payment to the Provider will be made by the Department, the Social

Services District, or the PERS recipient. The Social Services District will authorize that payment to the Provider terminate on the day that the District sends a written notification to the Provider that it must remove the PERS equipment from the former PERS recipient's home.

6. Social Services District's Monitoring:

The Provider agrees that its provision of PERS is subject to the monitoring of the Social Services District in accordance with subdivision (e) of Section 505.33 of Title 18 NYCRR and such directives as the Department may issue..

7. Quality of Services:

This Agreement does not diminish the Provider's responsibility for maintaining the quality of PERS the Provider provides. The Provider agrees to remain responsible for the following:

A. ensuring that PERS provided pursuant to this Agreement complies with all pertinent provisions of Federal and State law and regulations; and

B. ensuring the quality of PERS provided by the Provider or any entity with which the Provider has a subcontract.

8. Non-Exclusive Agreement:

The Social Services District is not obligated to use the Provider's services. The Social Services District or the Department may, in its discretion and upon written notice to the Provider, terminate the Provider's responsibility to provide PERS to any one or more MA recipients. Such termination of the Provider's responsibility to provide PERS to any one or more MA recipients does not render this Agreement void or voidable.

9. Provider as Independent Contractor:

The Provider agrees that the Provider is an independent contractor and not an employee, officer, or agent of the Social Services District or the Department. The Provider agrees that the Provider and the Provider's employees, officers, and agents will conduct themselves in accordance with this status and neither hold themselves out as, nor claim to be, employees, officers, or agents of the Social Services District or the Department. The Provider also agrees that neither the Provider nor the Provider's employees, officers, or agents will make any claim for any right or privilege applicable to a Social Services District or Department employee, officer, or agent including, but not limited to, Workers' Compensation or retirement benefits.

10. Liability and Other Insurance:

The Provider agrees that, prior to providing PERS under this Agreement, it will obtain liability or other insurance in sufficient amounts to protect the Social Services District and the Department and their officers, employees, and agents from any liability relating to the provision of PERS that may arise as a result of any acts, omissions, or negligence of the Provider or of the Provider's officers, employees, or agents. Such insurance coverage may be an endorsement to an existing policy of the Provider. The Provider agrees to maintain such coverage while this Agreement is in effect. The Provider also agrees that, regardless of the form or manner of the Provider's insurance coverage and prior to providing PERS under this Agreement, the Provider will request its insurer to provide the Social Services District with a written acknowledgment of the Provider's insurance coverage, the terms of the Provider's insurance coverage, and a commitment that the insurer or the Provider will notify the Social Services District at least ten calendar days before the effective date of any change in, or cancellation of, the Provider's insurance coverage.

11. Indemnification:

The Provider agrees to indemnify and hold harmless the Social Services District and the Department and their employees, officers, and agents against any liability resulting from the Provider's performance or failure to perform in accordance with the terms of this Agreement.

12. Provider's Recordkeeping Responsibilities:

A. The Provider agrees to complete all required employer payroll records and deduct all tax, insurance, and other required payments including, but not limited to, workers' compensation; disability insurance; Social Security taxes; Federal and State unemployment insurance benefits; Federal, State and local income tax withholdings; and any other legal or customary requirements.

B. The Provider agrees to maintain records and accounting procedures that properly reflect all direct and indirect costs expended in the performance of this Agreement. The Provider also agrees to collect and maintain all fiscal and program statistical records required by the Social Services District or the Department on forms the Social Services District supplies and the Department has approved.

C. At all times during the term of this Agreement and for a period of six years after final payment, the Provider agrees to provide all authorized representatives of the Social Services District, the

Department, and the State and Federal governments with full access to all records relating to the Provider's performance under, and funds payable pursuant to, this Agreement for the purpose of examination, audit and copying of such records.

D. The Provider agrees to comply with all applicable Federal and State requirements governing the confidentiality of information on MA recipients, including, but not limited to, Section 369 of the SSL, Section 1902(a)(7) of the SSA, and regulations promulgated under such provisions.

E. The Provider agrees to maintain all records and other documents required by this Section 12 of this Agreement or otherwise relevant to this Agreement for six years after final payment.

13. Notice of Provider's Subcontracts and Other Agreements:

The Provider agrees to notify the Social Services District or the Department of any affiliated entities with which it has direct or indirect agreements, subcontracts for services, or any other arrangement under which the amounts the Provider receives as payment for PERS are shared among, or transferred between, the Provider and any other entity or entities. If the Provider directly or indirectly disburses any amount to any entity receiving payment from any governmental agency, it agrees to notify the Social Services District or the Department of the nature, type, amount, and date of any such disbursement.

14. Employment Practices:

The Provider agrees to comply with the nondiscrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relating to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin; the implementing regulations prescribed by the Secretary of Labor at 41 Code of Federal Regulations, Part 60; and the Federal regulations contained in 45 Code of Federal Regulations Part 84, entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance."

15. Fair Hearings:

The Social Services District will provide notices to PERS recipients or applicants of their right to State fair hearings as required by Federal and State law and regulations. The Provider, upon request of the Department or the Social Services District, agrees to participate in State fair hearings when necessary for the determination of issues. The Provider also agrees to participate, as requested by the Social Services

District or the Department, in any endeavors incident to the provision of PERS including, but not limited to, testimony for fair hearings; reports, surveys, studies, or audits; court or judicial proceedings; and any other matters relating to the Provider's provision of PERS.

16. Termination of this Agreement by the Social Services District:

A. The Social Services District may terminate this Agreement under the following circumstances:

(i) The Department notifies the Social Services District that Federal or State reimbursement is no longer available for PERS;

(ii) The Provider fails to perform its obligations pursuant to this Agreement, including any local variations that are set forth in any Appendix B-3 of this Agreement, or the Provider violates any of the material terms of this Agreement;

(iii) The Department has sanctioned the Provider for conduct that constitutes an unacceptable practice under the MA program;

(iv) The Social Services District has determined that each of the MA recipients to whom the Provider furnished PERS is no longer eligible for MA or PERS;

(v) The Social Services District has determined that an emergency exists which could jeopardize the health, safety, or welfare of MA recipients to whom the Provider furnishes PERS;

(vi) The Provider has become insolvent, provided that such insolvency does not result from nonpayment or late payment to the Provider of funds due pursuant to this Agreement;

(vii) A voluntary or involuntary proceeding under the Bankruptcy Act is commenced by or against the Provider, provided that the cause for the commencement of such proceeding was not the nonpayment or late payment to the Provider of funds due pursuant to this Agreement; or

(viii) The Social Services District and the Provider have agreed that the Social Services District may terminate this Agreement under other circumstances set forth in any Appendix B-3 of this Agreement, and such other circumstances have occurred.

B. Except in an emergency, the Social Services District agrees to give the Provider 30 calendar days written notice of its intention to terminate this Agreement. The written notice must contain the reasons for the Social Services District's termination of this Agreement and the effective date of this Agreement's termination.

17. Termination of this Agreement by the Provider:

A. The Provider may terminate this Agreement under the following circumstances:

(i) The Department revises the requirements for the Provider's provision of PERS and the Provider reasonably finds these requirements unacceptable;

(ii) The Department has reduced the rates paid to the Provider, as set forth in Appendix B-2 of this Agreement, and the Provider reasonably finds such reduced rates to be unacceptable; or

(iii) The Social Services District and the Provider have agreed that the Provider may terminate this Agreement under other circumstances set forth in any Appendix B-3 of this Agreement, and such other circumstances have occurred.

B. The Provider agrees to give the Social Services District 30 calendar days written notice of its intention to terminate this Agreement. The written notice must contain the reasons for the Provider's termination of this Agreement and the effective date of this Agreement's termination.

18. Agreement Close-out Procedures:

The Provider agrees to comply with all Social Services District and Department close-out procedures when this Agreement terminates or expires. These close-out procedures include, but are not necessarily limited to, the following:

A. Within five business days after this Agreement terminates or expires, the Provider agrees to transfer to the Social Services District, or the Social Services District's designee, a copy of the Provider's records pertaining to all MA recipients to whom the Provider previously furnished, or is currently furnishing, PERS pursuant to this Agreement.

B. Within thirty calendar days after this Agreement terminates or expires, the Provider agrees to notify the Social Services District in writing of all obligations relating to this Agreement that the Provider necessarily incurred before this Agreement terminated or expired and that came due after this Agreement terminated or expired. The Social Services District agrees to authorize payment to the Provider in accordance with this Agreement for such obligations. The Social Services District will not authorize payment to the Provider for any obligations that the Provider incurs or pays after this Agreement terminates or expires.

C. Within thirty calendar days after this Agreement terminates or expires, the Provider agrees to account for, and refund to, the Social Services District any overpayments or excess funds paid to the Provider pursuant to this Agreement.

D. Within ninety calendar days after this Agreement terminates or expires, the Provider agrees to submit to the Social Services District a final report, completed by a certified public accountant, of the Provider's receipt and expenditure of funds pursuant to this Agreement.

19. Agreement to Renegotiate:

The Social Services District and the Provider agree to renegotiate this Agreement if the Federal or State government revises the requirements for PERS and these revisions would affect the continued availability of PERS reimbursement or payment.

20. Amendments:

The Social Services District and the Provider agree to amend this Agreement when they determine amendments are necessary. No such amendment will be effective until the Department has approved it. All amendments must be in writing, signed by authorized representatives of the Social Services District and the Provider, and attached to this Agreement.

21. Local Variations:

Local variations, if any, are set forth in an Appendix B-3 attached to, and made a part of, this Agreement. Such local variations are effective only if the Department has sent the Social Services District a written approval of the local variations. If any local variations conflict with the main body of this Agreement, the main body of this Agreement controls unless the Social Services District and the Provider have specified otherwise in a separate agreement that the Department has approved and that is attached to this Agreement.

22. Entire Agreement:

This Agreement, including all appendices and any documents incorporated by reference, contains all the terms and conditions agreed upon by the Social Services District and the Provider. All appendices and items incorporated by reference are to be attached to this Agreement. No other precedent or contemporaneous agreement, oral or written, regarding the subject matter of this Agreement, is deemed to vary any of the terms and conditions contained in this Agreement or bind either the Social Services District or the Provider.

23. Effective Dates:

This Agreement is effective on _____, 199_, and, unless otherwise terminated pursuant to this Agreement, will expire on _____, 199_. However, if the term of this Agreement continues beyond one year from this Agreement's effective date, the Social Services District or the Department may void this Agreement at any time after one year. Neither the Social Services District nor the Provider is obligated to renew or extend this Agreement.

24. Signatures:

In Witness Whereof, the parties have signed this Agreement on the dates indicated beneath their respective signatures.

_____	_____
County	Provider Name (Print or Type)
_____	_____
_____	_____
Address	Address
_____	_____
Commissioner Name	Name & Title of Representative (Print or Type)
_____	_____
Commissioner Signature	Signature of Provider
_____	_____
County Attorney Date	MMIS ID# Date

STATE OF NEW YORK)
COUNTY OF) ss:

On this _____ day of _____, 199_, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that _____ resides at _____; that _____ is the _____ of _____, the _____ corporation described in, and which executed, this Agreement; that _____ knows the seal of this corporation; that the seal affixed to this Agreement is such corporate seal; that it was so affixed by order of the Board of Directors of this corporation; and that _____ signed _____ his or her name by the same order.

_____
Notary Public

A new Section 505.33 is added to Title 18 to read as follows: 505.33 Personal emergency response services (PERS).

(a) Definitions.

(1) Personal emergency response services mean:

(i) the provision and maintenance of electronic communication equipment in the home of an individual which signals a monitoring agency for help when activated by the individual, or after a period of time if a timer mechanism has not been reset; and

(ii) the continuous monitoring of such signals by a trained operator and, in case of receipt of such signals, the immediate notification of such emergency response organizations or persons, if necessary, as the individual has previously specified.

(2) Electronic communication equipment (PERS equipment) means equipment that electronically signals a monitoring agency for help via telephone lines. PERS equipment includes the following:

(i) an emergency response activator, which is a small electronic device that the PERS recipient presses or otherwise activates to send a signal for help to the monitoring agency; and

(ii) an emergency response communicator, which is an electronic unit connected to a PERS recipient's telephone line. The emergency response communicator accepts a signal for help from the emergency response activator and also has its own device to generate a signal for help. It sends the signal via telephone lines to the monitoring agency.

(3) Monitoring agency means an agency that is capable of receiving signals for help from a recipient's PERS equipment 24 hours per day, seven days per week; determining whether an emergency exists; and notifying an emergency response organization or an emergency responder that the PERS recipient needs emergency help.

(4) Emergency response organization means a police department, a fire department, an ambulance service, a hospital, or other entity that the PERS recipient has designated to respond to specific signals for help when notified by the monitoring agency or an emergency responder.

(5) Emergency responder means a PERS recipient's neighbor, family member, or other person who has agreed, at the recipient's request, to respond to specific signals for help when notified by the monitoring agency.

(6) PERS provider means a certified home health agency, a long term home health care program, an area agency on aging, a police department, a fire department, an ambulance service, a hospital, or any other entity that is capable of providing PERS either directly or through subcontracts. A PERS provider may also be a monitoring agency.

(b) Social services districts' PERS plans.

(1) Each social services district must submit a PERS plan to the department on a form the department requires and must not authorize PERS until the department has approved the district's PERS plan. Each social services district must submit any changes to its approved PERS plan to the department on a form the department requires. The district may include such changes to its approved PERS plan as part of the district's annual plan for the provision of personal care services, as required by section 505.14(j) of this Part.

(2) A social services district's PERS plan must be in a form acceptable to the department and must include descriptions of the following:

(i) the process the social services district will use to authorize PERS;

(ii) the PERS equipment that the social services district will require to be used, including whether the equipment will have a voice-to-voice capability;

(iii) the process by which the social services district will select the PERS providers with which it will contract;

(iv) the coordination among the social services district, the PERS providers with which it will contract, and any entities with which the PERS providers will subcontract; and

(v) the projected cost savings that PERS will achieve.

(3) The department will notify a social services district of its approval or disapproval of the district's PERS plan within 45 business days after it receives the plan. If the department disapproves a social services district's PERS plan, the district must submit a revised plan to the department within 30 business days after the day the district receives the department's disapproval notice.

(c) PERS assessments, authorizations, and reauthorizations.

(1) As part of its assessment for an authorization of personal care services or home health services, a social services district may also assess whether PERS would be appropriate for a person.

(2) An initial authorization for PERS must be based on a physician's order and a comprehensive assessment of the person.

(i) the comprehensive assessment must be performed by social services district staff, or by staff of the district's designee, on forms that the department approves to be used.

(ii) the comprehensive assessment must evaluate the following factors: the person's physical disability status, the degree to which the person is at risk of an emergency due to a medical or functional impairment or disability, and the degree of the person's social isolation.

(iii) a social services district may authorize PERS only when the comprehensive assessment indicates that PERS would be appropriate for the person because:

(a) the person has a medical condition, disability, or impairment that warrants use of PERS;

(b) PERS would reduce or eliminate the number of hours of personal care services or home health services that the person would need;

(c) the person's safety in the home must be monitored;

(d) the person has insufficient informal caretakers, such as family members and friends, directly and continuously available to monitor his or her health and safety;

(e) the person is alert and self-directing, which means that he or she is capable of making choices about activities of daily living, understanding the impact of the choices, and assuming responsibility for the results of the choices;

(f) the person can communicate in basic English or, if the person is unable to communicate in basic English, the person's emergency responder or responders can communicate in basic English;

(g) the person would be able to use the PERS equipment effectively; and

(h) the person has a functioning telephone that is compatible with the PERS equipment or will have such a telephone when the PERS equipment is installed.

(3) If a social services district authorizes PERS, the PERS authorization and plan of care may be incorporated in the authorization and plan of care for personal care services or home health services.

(4) The duration of an initial PERS authorization must be based upon the person's needs, as reflected in the comprehensive assessment. No initial authorization may exceed six months.

(5) When a PERS recipient's physical circumstances, mental status, or medical condition significantly change during the authorization period, social services district staff, or staff of the district's designee, must perform a new comprehensive assessment and make any necessary changes in the authorization.

(6) A social services district must not authorize PERS if the person is eligible for the long term home health care program (LTHHCP), can obtain PERS through the LTHHCP, and wishes to obtain PERS through the LTHHCP.

(7) A reauthorization of PERS must follow the procedures set forth in paragraphs (2) through (6) of this subdivision, except that the recipient's physician, the social services district's local professional director, or a physician at the area Office of Health Systems Management must review the comprehensive assessment and be responsible for the final determination to reauthorize PERS. No single reauthorization may exceed six months.

(8) A social services district must notify the person in writing of its decision to authorize, deny, reauthorize, or discontinue PERS on forms required by the department. The notice must meet the notice requirements set forth in Part 358 of this Title. The person will be entitled to a fair hearing in accordance with the requirements of Part 358 of this Title. A PERS recipient for whom the social services district proposes to discontinue PERS will be entitled to aid continuing in accordance with the requirements of Part 358 of this Title.

(d) Contracting for PERS.

(1) A social services district must have contracts with a sufficient number of PERS providers to provide PERS to all persons for whom the district has authorized PERS.

(2) Before contracting with any PERS provider, a social services district must determine that the provider is qualified to provide PERS either directly or through subcontracts and can meet this section's requirements and any local requirements contained in the district's approved PERS plan described in subdivision (b) of this section.

(3) A social services district's contracts with PERS providers must be on a form that the department has approved to be used. A district may attach local variations to the form. A district must not implement any contract for PERS or any local variations until the department has approved the contract and any local variations.

(4) A PERS provider must maintain appropriate insurance coverage to protect the social services district from liability claims resulting from acts, omissions, or negligence of provider personnel that cause personal injuries to PERS recipients or such personnel.

(e) Responsibilities of social services districts.

(1) A social services district must ensure that the PERS recipient designates an emergency response organization; one emergency responder or, if possible, two such responders; a representative, who may be the same person as an emergency responder; and a preferred hospital. The district must also ensure that the PERS recipient, or his or her representative, signs a written authorization for emergency response organization personnel and an emergency responder to enter the recipient's home and provide emergency treatment and transportation.

(2) On the day that a social services district authorizes PERS, it must perform the following activities:

(i) telephone the PERS provider and inform the provider:

(a) of the name, telephone number, and address of the person for whom the social services district has authorized PERS;

(b) that the provider must telephone the person or the person's representative that same day to arrange a mutually convenient time for the provider to install the PERS equipment into the person's functioning telephone line; and

(c) that the provider must install the PERS equipment within seven business days after the day the provider receives a written PERS authorization from the social services district and that, if the provider cannot install the equipment within this seven day period, it must immediately notify the district.

(ii) send the PERS provider a written PERS authorization; and

(iii) send the PERS provider the information regarding the person that is described in clauses (f)(3)(i)(a) through (g) of this section.

(3) If a PERS recipient's physical circumstances, medical condition, or mental status change during the authorization period, the social services district must send to the PERS provider the information regarding these changes so that the provider may update the recipient's data record, as described in subparagraph (f)(3)(i) of this section.

(4)(i) Subject to the notice, aid continuing,and fair hearing requirements set forth in subdivision (c)(8) of this section and Part 358 of this Title, a social services district must discontinue PERS when the recipient is continuously hospitalized for more than 60 days or when his or her physical circumstances, mental status, or medical condition has changed significantly so that PERS are no longer appropriate for the person. Whenever a social services district discontinues PERS because PERS are no longer appropriate for the recipient, the district must ensure that personal care services, if appropriate, are provided to the recipient.

(ii) On the day that the social services district discontinues PERS, it must perform the following activities:

(a) Telephone the PERS provider and inform the provider that it must telephone the recipient or the recipient's representative that same day to arrange a mutually convenient time for the PERS equipment's removal, and that the provider must remove the PERS equipment within seven business days after the day the provider receives the district's written notification to remove the equipment; and

(b) send the PERS provider a written notification to remove the PERS equipment.

(5) A social services district must monitor a PERS provider's compliance with this section's requirements. The district must monitor the timeliness of the provider's installation, maintenance, and removal of PERS equipment; the timeliness and efficiency of the monitoring agency's responses to signals for help from recipients' PERS equipment; the timeliness of the provider's reports of emergencies; the reliability of PERS equipment; and all complaints by PERS recipients regarding the PERS provider or the PERS equipment.

(f) Responsibilities of PERS providers.

(1) A PERS provider must properly install all PERS equipment into a PERS recipient's functioning telephone line and must furnish all supplies necessary for installing this equipment.

(i) On the day that the PERS provider receives the district's telephoned PERS authorization, it must telephone the recipient or the recipient's representative to arrange a mutually convenient time for the provider to install the PERS equipment into the recipient's functioning telephone line. The PERS provider must install the PERS equipment within seven business days from the day it receives the district's written PERS authorization. If the provider is unable to install the PERS equipment within this period, it must notify the district immediately.

(ii) On the day that the PERS provider installs the PERS equipment, it must perform the following activities:

(a) Telephone the social services district and notify it that the equipment has been installed;

(b) Instruct the PERS recipient regarding the use of the PERS equipment and give the PERS recipient simple written instructions that describe these procedures;

(c) Inform the PERS recipient that he or she should immediately notify the provider or the social services district if the equipment malfunctions; and

(d) Inform the PERS recipient that he or she may call the monitoring agency when he or she wants to test the PERS equipment or when he or she has questions regarding the PERS equipment.

(iii) At the PERS recipient's or the social services district's request, the PERS provider must give follow-up instructions to the recipient regarding his or her use of the PERS equipment.

(iv) Within seven business days after the day the PERS equipment is installed, the PERS provider must forward to the social services district, by mail or facsimile machine, a written confirmation that the equipment has been installed and that the PERS recipient has been instructed how to use the equipment. The confirmation must be signed by a representative of the provider and by the PERS recipient or the recipient's representative.

(2) A PERS provider must maintain all installed PERS equipment in proper working order.

(i) The PERS provider must monitor all installed PERS equipment to insure that the equipment operates properly at all times. The provider's monitoring of the PERS equipment should be automated and result in the least possible inconvenience to the PERS recipient.

(ii) The PERS provider must replace PERS equipment batteries when necessary, at no additional cost to the social services district, the department, or the recipient.

(iii) Within 24 hours after the PERS provider is notified that any PERS equipment has malfunctioned, the provider must repair or replace the equipment at no additional cost to the social services district, the department, or the recipient. The PERS provider may be notified that the PERS equipment has malfunctioned by the social services district, the PERS recipient, the PERS recipient's representative, or another responsible party. When any PERS equipment is repaired or replaced, the PERS provider must notify the social services district by telephone within 24 hours.

(3) A PERS provider must maintain the following records at no additional cost to the social services district or the department:

(i) A data record for each PERS recipient. The provider must update this record at least every six months by contacting the social services district. The provider must also update the recipient's data record whenever the social services district notifies the provider that changes should be made to the PERS recipient's data record. Each PERS recipient's data record must contain the following information, which the social services district will send to the provider on the day it authorizes PERS and whenever the social services district is informed that such information has changed:

(a) the PERS recipient's name, telephone number, and address, including his or her apartment number and floor, if applicable;

(b) the PERS recipient's personal medical history, including his or her age, sex, medical condition, diagnosis, and other relevant medical history;

(c) the name, telephone number, and address of the person or persons whom the PERS recipient has designated as the emergency responder or responders;

(d) the name, telephone number, and address of the person whom the PERS recipient has designated as his or her representative, if different from an emergency responder;

(e) the name, telephone number, and address of the police department, fire department, ambulance service, hospital, or other entity that the PERS recipient has designated as an emergency response organization;

(f) the PERS recipient's written authorization for the emergency response organization and an emergency responder to enter his or her home and provide emergency treatment and transportation; and

(g) the name, telephone number, and address of the PERS recipient's physician and the recipient's preferred hospital.

(ii) a record of the PERS provider's instructions to the PERS recipient regarding his or her use of the PERS equipment;

(iii) a record of the PERS equipment's installation and removal;

(iv) a record of the maintenance of PERS equipment and any repairs or replacements of malfunctioning equipment that were necessary;

(v) a record of the monitoring agency's 24-hour monitoring of PERS recipients;

(vi) a record of each signal for help from a recipient's PERS equipment that the monitoring agency receives and the monitoring agency's response to the signal; and

(vii) a record of PERS recipients whom the monitoring agency monitors each month.

(4)(i) The PERS provider must ensure that the monitoring agency performs the following activities when the monitoring agency receives a signal for help from a recipient's PERS equipment:

(a) if the PERS recipient's equipment has voice-to-voice capability, establish immediate verbal contact with the PERS recipient via the incoming signal to determine whether an emergency exists at the PERS reicipient's home;

(b) retrieve the PERS recipient's data record;

(c) if unable to establish immediate verbal contact with a PERS recipient whose equipment has voice-to-voice capability, or if the PERS recipient's equipment lacks such capability, immediately notify an emergency responder that the PERS recipient has signaled for help;

(d) if unable to notify an emergency responder, immediately notify an emergency response organization that the PERS recipient has signaled for help;

(e) maintain appropriate contact with the PERS recipient, the emergency responder, or the emergency response organization; and

(f) monitor the provision of emergency services to verify that these services have been provided and that the emergency at the PERS recipient's home has been resolved.

(ii) The PERS provider must telephone the social services district on the first business day after the emergency occurred and inform it of the nature of the emergency and how it was resolved. The provider must forward to the social services district, by mail or facsimile machine, a written report of the emergency within seven business days after the day the emergency occurred. This report must contain at least the information described in paragraphs (3)(v) and (vi) of this subdivision.

(5) The PERS provider must ensure that the monitoring agency can continuously monitor and respond to signals for help from recipients' PERS equipment during power failures, mechanical malfunctions, or other technical emergencies. The provider must ensure that the monitoring agency has the monitoring capabilities specified in subdivision (g)(2) of this section.

(6) A PERS provider must remove PERS equipment from a recipient's home when notified to do so by the social services district. The provider must not remove PERS equipment unless the district has notified it that the equipment must be removed.

(i) On the day the social services district telephones the PERS provider and notifies it that PERS equipment must be removed, the provider must telephone the recipient or the recipient's representative to arrange a mutually convenient time for the equipment's removal.

(ii) The PERS provider must remove PERS equipment within seven business days after the day the provider receives the social services district's written notification that PERS equipment must be removed.

(iii) On the day the PERS equipment is removed, the PERS provider must notify the social services district by telephone of the equipment's removal.

(iv) Within seven business days after the day the PERS equipment is removed, the PERS provider must forward to the social services district, by mail or facsimile machine, a written confirmation that the equipment has been removed. The confirmation must be signed by a representative of the provider and by the former PERS recipient or his or her representative.

(g) Standards for PERS equipment and monitoring agencies.

(1) All PERS equipment must be approved by the Federal Communications Commission and meet the Underwriters' Laboratories, Inc. (UL) safety standard Number 1637, which is the UL safety standard for home health care signaling equipment. (Standard for Home Health Care Signaling Equipment, UL 1637, First Edition, May 30, 1989, effective January 2, 1991; published by Underwriters Laboratories, Inc., 333 Pfingsten Road, Northbrook, Illinois, 60062. Copies are available for public use and inspection at the Department of State, 162 Washington Avenue, Albany, New York, 12231.) The UL listing mark on the equipment will be accepted as evidence of the equipment's compliance with such standard.

(i) The emergency response activator must be activated either by breath, by touch, or by some other means and must be usable by persons who are visually or hearing impaired or physically disabled.

(ii) The emergency response communicator must be attached to the PERS recipient's telephone line and must not interfere with normal telephone use. The emergency response communicator must be capable of operating without external power during a power failure at the recipient's home in accordance with UL requirements for home health care signaling equipment with stand-by capability.

(2) The monitoring agency must be capable of simultaneously responding to multiple signals for help from recipients' PERS equipment. The monitoring agency's equipment must include the following:

(i) a primary receiver and a back-up receiver, which must be independent and interchangeable;

(ii) a back-up information retrieval system;

(iii) a clock printer, which must print out the time and date of the emergency signal, the PERS recipient's identification code, and the emergency code that indicates whether the signal is active, passive, or a responder test;

(iv) a back-up power supply;

(v) a separate telephone service; and

(vi) a telephone line monitor, which must give visual and audible signals when an incoming telephone line is disconnected for more than 10 seconds.

(3) The monitoring agency must maintain detailed technical and operations manuals that describe PERS elements, including the installation, functioning, and testing of PERS equipment; emergency response protocols; and recordkeeping and reporting procedures.

(h) Payment for PERS.

(1) A social services district must negotiate payment rates for PERS at or below rates included in a rate schedule established by the department with the approval of the Director of the Budget. A social services district must not negotiate PERS payment rates that exceed local prevailing PERS rates.

(2) PERS rates must include payment for the rental or lease of PERS equipment; the installation, maintenance, and removal of PERS equipment; and a monthly service charge for monitoring agency services.

(3) The social services district must submit all negotiated PERS rates to the department for approval.

(4) Payments for PERS will be made only when the PERS provider's claim is supported by documentation required by section 540.7(a)(8) of this Title.

(5) Payments for PERS must end the day the social services district sends the PERS provider written notification that PERS equipment must be removed from the recipient's home.

PERSONAL EMERGENCY RESPONSE SERVICES RATES

The rates listed below will be paid for PERS for the period covered in this contract.

County: _____

Provider Name: _____

Provider Address: _____

_____

Provider MMIS Number: _____

RATE CODE	DESCRIPTION	AMOUNT
2513	PERS Installation Charge	$_____
2514	PERS Monthly Service Charge	$_____

(for SDSS use only)

Effective Date: _____ Locator Code: _____

Rate Code Type: _____ County Code: _____

DMA Approval: _____ Date: _____

OBM Approval: _____ Date: _____

Contract Approved _____ Date: _____

To MMIS Date: _____

LOCAL VARIATIONS
[TO BE SUBMITTED BY DISTRICT]

DISTRICT'S INITIAL PERSONAL EMERGENCY RESPONSE SERVICES PLAN (PERS)

Name of District: _____

Name and Title of Person Completing the Plan:

_____

_____

_____

Phone Number: _____

When the answer to a question requires attachments or additional space, please label the answer with the number of the question, including the letter designation for the section and numbers and letters for all sub-sections.

A. Authorization Process

1. Please submit a copy of your district's comprehensive assessment form that will be utilized to evaluate the client's appropriateness for PERS.

2. (a) Will the comprehensive assessment for PERS authorized as a Personal Care Services component be completed by:

+-+
+-+ District staff doing assessment

+-+
+-+ District's designee as identified in the district's PCSP annual plan

+-+
+-+ Other, explain

(b) Will the comprehensive assessment for PERS authorized as a Home Health Services component be completed by:

+-+
+-+ District staff doing assessment

+-+
+-+ District's designee as identified in the district's PCSP annual plan

+-+
+-+ Other, explain

3. Does your district intend to use its existing Personal Care Services Program (PCSP) physician's order form for obtaining the physician's order for PERS?

+-+
+-+ Yes

+-+
+-+ No (Please submit a copy of the form proposed for this purpose)

B. Provision of Service

1. Identify the type of PERS Provider(s) with which the district intends on contracting. Check all that apply and indicate next to each type the percentage of PERS cases that this provider will service.

+-+ a) CHHA
+-+ b) LTHHCP
+-+ c) Area Agency on Aging

+-+ d) Police Department
+-+ e) Fire Department

+-+ f) Hospital
+-+ g) Other, (Identify)

2. Describe which PERS system will be utilized in your district:

+-+
+-+ Voice-to-voice

+-+
+-+ Non-voice

3. In contracting for a PERS provider, which process does your district intend to use:

+-+
+-+ A Request for Proposal (RFP) process

+-+
+-+ Selection of an existing district provider

+-+
+-+ Another process, please explain

4. Describe how the district will coordinate with the PERS provider(s), including any entities with which the PERS provider(s) will subcontract, each of the following functions:

   A. Informing the PERS provider of the recipient's PERS authorization

   _____
   _____
   _____

   B. Assuring the provider's installation of the PERS

   _____
   _____
   _____

   C. Updating the Recipient/Client Data Profile

   _____
   _____
   _____

   D. Monitoring the provider's provision of PERS equipment and services related to: the timeliness of installation, maintenance and removal of PERS equipment; timeliness of the monitoring agency's responses to emergency signals from clients; ascertaining the client's satisfaction with the reliability of the PERS, and; collection of data and documentation of the provider's reports on emergencies and non-emergency signals.

   _____
   _____
   _____

5. Identify the types of monitoring centers for each PERS provider the district intends on contracting with:

   +-+
   +-+ Hospital Based Monitoring Center

   +-+
   +-+ Nationally-Based Monitoring Center

   +-+
   +-+ Locally-Based Monitoring Center (i.e. police or fire departments.)

6. Calculate the district's projected cost savings that PERS will achieve:

A	B	C
# of Clients	Average # of PCA/HHA Aide Hours Saved Per Month	Total PCA/HHA Hours Saved Per Month (AxB)

D	E	F
Current Average Hourly PCA/HHA Rate	Gross Monthly PERS Savings (CxD)	PERS Monthly Service Rate

G	H
Total PERS Monthly Service Costs (AxF)	Net PERS Savings Per Month (E-G)

* The initial PERS installation rate will be factored into the equation by the Department, while the district's PERS Plan, PERS Contract(s) and PERS Rates are under review so that Net Cost savings amount can be determined prior to approval.

STEPS FOR PROVIDER SELECTION AND CONTRACTING PROCESS FOR PERSONAL EMERGENCY RESPONSE SERVICES

1. The PERS provider(s) meets with the Commissioner of the Social Services District (SSD) or his/her representative regarding the intent to become a PERS provider. Some districts have a RFP process. The PERS provider will follow the district's process in contracting for services. The PERS provider then receives and reviews regulations and administrative directives provided by the district.

2. The Commissioner requests the potential PERS provider(s) to physically demonstrate their PERS product(s). This demonstration should include an activation of the emergency signal with the monitoring agency responding to this signal.

3. The SSD selects a PERS provider(s) as the result of these demonstrations.

4. The SSD and the provider negotiate rate and local contract variations. Rates and local variations are established by SSD.

5. The SSD submits local contract variations and rate information to NYSDSS along with copies of the signed and dated NYSDSS model contract. NYSDSS reviews and approves rate(s) and local contract variations. For the first PERS contract and rate approval process, the SSD should submit its Initial PERS Plan with the local contract variations and proposed rates.

6. The NYSDSS notifies the SSD of the approval of its rate(s) and contract(s).

7. The NYSDSS notifies MMIS of approval to use the PERS provider.

8. The MMIS assigns Provider Identification number following completion of provider enrollment forms by provider agency.

9. The PERS rates are entered into the system after approval by NYSDSS.

10. The SSD prior approves services according to established client specific procedures and assigns authorization to provider agency as needed.

11. After rendering services, the PERS provider bills MMIS for services. Payment is made to PERS provider.