

Addendum 500 Residential and Residential Respite Services

Each facility shall provide a living environment for residents which is as homelike as possible and is the least restrictive setting congruent with the residents' needs.

Residential Service Providers

Community Based Residential Facility (CBRF)

SPC 506

A CBRF is a state licensed facility/ larger congregate care settings where 5 or more adults who are not related to the operator or administrator reside and receive care, treatment, support, supervision and training that is provided as needed for support in one or more aspects of living such as: health care, personal care, supervision, behavior and social supports, daily living skills training and transportation when transportation is part of providing the services and that may include several hours per week of nursing care per resident. Room and board costs are not included in the services the person receives.(HFS 83).

For persons with developmental disabilities, the CBRF facility size is limited to 5 to 8 beds.

For frail elders and persons with physical disabilities no limit on number of beds is imposed because DHS has determined that, although the number of beds has historically been used as a proxy for whether a facility is really "community-based," the interdisciplinary care management team, which includes the member, can more effectively monitor the nature and quality of facilities, rather than continuing to administratively impose number of bed limits. Among the factors to be considered in such monitoring is the importance of privacy to the individual member and in larger facilities the extent to which the member's "residence" is physically separated from that of others (e.g. separate lockable door, bathroom, kitchen facilities etc.). Each MCO network is required to include facilities that offer such physical separateness in various residential service settings including CBRFs, adult family homes, residential care apartment complexes and nursing homes.

Adult Family Home, Licensed (AFH)

SPC 202

Adult family homes for 3-4 beds are small congregate/state licensed facility where 3-4 adults who are not related to the operator reside and receive care, treatment, support, supervision and training that is provided as needed for support in one or more aspects of living such as: health care, personal care, supervision, behavior and social supports, daily living skills training and transportation when transportation is part of providing the services and that may include several hours per week of nursing care per resident. Room and board costs are not included in the services the person receives. (HFS 88) (Medical Waiver Standards for AFH under 202.01)

Adult Family Home, Certified (AFH)

SPC 202

Adult family homes for 1-2 beds are residences in which the owner of the residence provides care and maintenance above the level of room and board, but not including nursing care to one or two residents. (HFS 82) (Medical Waiver Standards for AFH under 202.01)

Residential Care Apartment Complex (RCAC)***SPC 711***

RCAC is a State certified facility where services provided in a homelike, community-based setting where 5 or more adults reside in their own living units that are separate and distinct from each other. Persons who reside in the facility also receive the following services: supportive services, personal assistance, nursing services, and assistance in the event of an emergency. (HFS 89)

Residential Respite***SPC 103***

Respite care services are services provided to a waiver eligible participant on a short-term basis to relieve the participant's family or other primary caregiver(s) from daily stress and care demands. Respite care may be provided in an institution such as a certified Medicaid setting (hospital, nursing home) or other licensed facility. Respite care may also be provided in a residential facility such as a certified or licensed AFH, licensed CBRF, Child Caring Institution, children's foster home, children's treatment foster home, children's group home, certified RCAC, in the participant's own home or the home of a certified respite care provider. Federal Financial Participation (FFP) will not be claimed for the cost of room and board except when provided as part of respite care furnished in a facility approved by the State that is not a private residence or a residential care apartment complex. Residential Respite provided under this agreement shall be in compliance with applicable licensing and the provisions of this agreement.

Documentation

Residential Service Providers agree to maintain and submit to Lakeland Care District (LCD) the following service related documentation:

- Resident Assessment, Individual Service Plan, Incident Reports
- Additional documentation as determined necessary to assess the provision of appropriate services to LCD members

Licensing Adherence

Providers agree to retain applicable licensing and certification in good standing during contract period. Contracted residential service providers must be either licensed or certified.

All Residential Services***S. 50.01***

CBRF-HFS 83, AFH Licensed-HFS 88, AFH Certified-HFS 82, RCAC-HFS 89

Evidence of licensing in good standing will be monitored by LCD based on compliance with the following requirements:

- Provider reports to LCD within 3 business days of visit by Department of Quality Assurance (DQA) licensing whether citations are issued or no citations are issued.
- Provider supplies LCD with copy of applicable plan of improvement submitted to the DQA concurrent with submitting to licensing.
 - a. Plan of improvement must demonstrate a systematic change in practices that is

- reasonably expected to result in an ongoing correction of identified violations.
- b. LCD reserves the right to require additional plan(s) of improvement from providers as it adheres to this agreement and/or applicable licensing standards. Providers must update the Quality Director or the Provider Network Director when provider appeals the Statement of Deficiency (SOD) from DQA.

Pre Admission Consultation

Provider agrees to adhere to applicable Preadmission Consultation (PAC) requirements as indicated in licensing including, but not limited to; dissemination of brochure provided by Aging and Disability Resource Center.

Any resident of Provider's facility who seeks funding from LCD must meet LCD criteria for substitute care level of care services. Occupancy at a facility is not a guarantee of funding by LCD at enrollment. Any suggestion or evidence by Provider or Provider's agents indicating availability of LCD funds to pay for stay prior to assessment by LCD and letter of authorization can result in breach of this agreement and result in suspension or termination of all or parts of this agreement. Providers found in violation of this provision will be referred to the DQA.

Providers found in violation of PAC requirements may be subject to the following sanctions by LCD, including;

- Non-payment or freeze
- Reimbursement at a rate less than provider contract rate
- Contract, suspension or termination

Inter-County Agreements

Providers agree to obtain and submit to Lakeland Care District Inter-County Agreements for any residents placed in a district facility when placement is from another county or district. Inter-County Agreements must be completed and forwarded to LCD prior to placement. LCD Inter-County Agreements can be obtained from LCD Provider Network Director.

Program Services

Each facility shall ensure the provision of a full range of services congruent with their licensure and the needs of each resident. The following service expectations and quality indicators will be used by LCD to determine Provider compliance.

Supervision and Staff

Facilities shall provide protective oversight of each resident in a matter that promotes independence and ensures safety. Facility shall be adequately staffed, i.e. the ratio of staff to residents shall be adequate to meet the needs of residents as defined in their assessments and individual service plans.

Quality Indicators

- 1) Residents are treated respectfully
- 2) Facility staff address residents by preferred name and demonstrate knowledge and interest in the individual
- 3) Resident's health and safety needs are anticipated and ensured by facility.
- 4) Residents allowed to leave the facility without supervision or allowed to stay at the facility unsupervised are allowed to do so with a system in place through the facility to ensure whereabouts and return of residents.
- 5) Facility staff demonstrates an ability to meet scheduled and unscheduled needs of residents.

Leisure and Community Activities

Each facility shall provide and actively promote residents' participation in leisure activities designed to provide stimulation consistent with the interest and ability of residents. Facility shall also promote resident's participation in personal and community activities of interest to residents

Quality Indicators

1. Facility provides written information related to available activities in the community (newsletters, brochures, newspapers, etc).
2. An activity calendar is posted and residents are aware of location and times of facility activities.
3. Residents report having a range of activities available.

Health Monitoring/ Medical Services and Personal Care

Each facility shall monitor the health of residents and make arrangements for needed health services. Any change in residents' health shall be documented per licensing. Each resident shall be provided assistance with activities of daily living.

Quality Indicators

1. Facility provides or arranges transportation for resident's medical appointments consistent with the needs of each resident.
2. Facility provides bathing, grooming, dressing and related assistance congruent with resident needs and individual service plans.
3. Facility has guidelines for staff regarding medical monitoring and response.
4. Facility promotes resident prevention and wellness i.e. exercise programs, flu vaccines, fall prevention, routine medical appointments, etc.

Payment

Community Residential Settings (CBRF, AFH, RCAC)

LCD agrees to reimburse provider for authorized services at daily rates as outlined in the *Rates and Service Codes Chart* of the contract. Rates are paid for provision of services. LCD pays for first day of admission. Payment is stopped when services end. Location of individual at midnight of billing day will be used to determine eligibility of payment for that day.

LCD pays the full daily rate to the Provider as indicated in the *Rates and Service Codes chart* of the contract. The portion of the daily rate determined to be room and board related will be collected from the member by LCD.

Notice of Freeze on New Admissions or Referrals: A freeze relates to any new admissions or referrals to/in the facility pending further investigation and resolution of the events/citations by LCD. The district has the right to place a freeze on a provider for any reason related to the health and safety of LCD members. During a freeze on a provider the following agencies are notified: DQA, ADRC, LCD staff, and appropriate county agency. If LCD receives a SOD from DQA or another agency that has placed a freeze on a Provider, LCD will also place a freeze on them. This means that during a freeze, LCD will not pay for any new admissions or referrals to/in the facility.

Provider Prohibited from Collecting Money from Lakeland Care District's Members

The contracted daily rate indicated in this Agreement is payment in full for all care and services Provider provides to LCD members. Member liability and cost shares are paid by member or payee to LCD. Provider is prohibited from collecting monies from members for goods or services indicated in this agreement or the Provider's licensing requirements. Any goods or services Provider offers to members in excess of services indicated in this agreement must include written acknowledgement from LCD. Providers wishing to offer services to members not covered in this agreement and in excess of licensure criteria are required to submit such request to the LCD contract administrator prior to delivery of services or acceptance of payment from members. Request for billing or collecting monies from members of LCD should include name of member(s), detailed listing of services proposed, and associated cost of those services, duration of delivery of those services and assurance of Provider that member is aware these services are voluntary, and/or not part of the LCD agreement with Provider.

Provision and payment of residential services are the only agreed upon services included in this Agreement and Residential Addendum.

Providers of Community Residential Services are required to provide for all identified care needs during the provision of Community Residential Services and are specifically prohibited from billing for additional services during the provision of Community Residential services, including, but not limited to the specific items addressed in LCD Ancillary Services in Residential Settings.

Scope of Services in Community Residential Settings

A contract for community residential services (RCAC, CBRF, AFH) with an MCO incorporates the services and supports listed below. This list is not all encompassing, but a listing of general categories and examples of costs typically incurred in each category. Community substitute care settings (AFH, CBRF, RCAC) include the following items and supports:

Physical Environment (*Room and Board*)

1. Physical Space- sleeping accommodations in compliance with facility regulations including, access to all areas of facility and grounds.
2. Furnishing - all common area furnishings and bedroom furnishings including all of the following: bed, mattress with pad, pillows, bedspreads, blankets, sheets, pillowcases, towels and washcloths, window coverings, floor coverings.
3. Equipment- all equipment that becomes a permanent part of the facility, such as grab bars, ramps and other accessibility modifications, door alarms, pull-stations and/or call lights.
4. Housekeeping services- including laundry services, household cleaning supplies, and bathroom toilet paper and paper towels.
5. Building Maintenance - including interior and exterior structure integrity and upkeep, pest control, and garbage and refuse disposal
6. Grounds Maintenance – including lawn, shrub, and plant maintenance, snow and ice removal.
7. Building Protective Equipment- carpet pads, wall protectors, baseboard protectors, etc.
8. Building Support Systems- including heating, cooling, air purifier, water and electrical systems installation, maintenance and utilization costs.
9. Fire and Safety Systems- including installation, inspection and maintenance costs.
10. Food- 3 meals plus snacks, including any special dietary accommodations, supplements, thickeners and consideration for individual preferences, cultural or religious customs of the individual resident.
11. Telephone and Media Access- access to make and receive calls and acquisition of information and news (e.g. television, newspaper, internet)

Program Services *Program (Care and Supervision)*

1. Supervision- adequate qualified staff to meet the scheduled and unscheduled needs of members.
2. Personal Care, Assistance with Activities of Daily Living and Daily Living Skills Training.
3. Activities, Socialization and Access to Community Activities- including facility Leisure Activities, Community Activities Information and assistance with accessing, and assistance with socialization with family and other social contacts.
4. Health Monitoring- including coordination of medical appointments and accompanying members to medical service when necessary.
5. Medication Management- including managing or administering medications and the cost associated with delivery, storage, packaging, documenting and regimen review.
6. Behavior Management, including participation with the MCO in the development and implementation of Behavioral Treatment Plans and Behavioral Intervention Plans.

7. Facility Supplies and Equipment- first aid supplies, gauze pads, blood pressure cuffs, stethoscopes, thermometers, cotton balls, medication and specimen cups, gait belts, etc.
8. Personal Protective Equipment for staff use including gloves, gowns, masks, etc.
9. OSHA and Infection Control Systems- including hazardous material bags, Sharps disposal containers, disposable and/or reusable wash cloths, wipes, bed pads, air quality - free of unpleasant odors and second hand smoke etc.
10. Transportation-whether coordinated or provided directly transportation is typically included in the scope of residential services.
11. Resident Funds Management – assistance with personal spending funds, not including representative payee services.

The following costs are *not typically provided* by a facility and are costs incurred by the individual member or the MCO:

- Medication and Medical Care Co-payments.
- Personal Hygiene Supplies- including toothpaste, shampoo, soap, feminine care products.
- Member Clothing- shirts, pants, underclothes, socks, shoes, coats.
- Costs associated with community recreational activities- event fees, movie tickets, other recreational activities of the member's individual choosing.