

Addendum SPC 202: Certified Adult Family Home

Lakeland Care District (LCD) members receiving Certified Adult Family Home (AFH) services shall have an identified outcome that necessitates the provision of Certified AFH services to support this outcome.

The provision of contracted, authorized, and provided Certified AFH services shall be in compliance with the provision of this agreement and the service descriptions and requirements of this section and state certification criteria.

Definition

Adult family homes of 1-2 beds are places in which the operator provides care, treatment, support, or services above the level of room and board to up to two adults. Services typically include supportive home care, personal care and supervision. Services may also include transportation and recreational/social activities, behavior and social supports, daily living skills training and transportation if provided by the operator or designee of the operator. Includes homes which are the primary domicile of the operator or homes where staff are hired by a third party who also controls the place. Adult family home services also include coordination with other services received by the participant and providers, including health care services, vocational or day services.

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 adult family home, licensed community-based residential facility, certified residential care apartment complex, in the participant's own home or the home of a respite care provider (as defined in Wisconsin's s. 1915 (c) home and community-based waiver services waivers #0367.90 and #0368.90 required under s. 46.281(1)(c), Wis. Stats.).

A Respite Worker is defined as any person (in paid or unpaid status) designated by the AFH Sponsor to take full responsibility to provide services, supports and care to the LCD members living in the home. This includes anyone caring for the LCD member in the absence of the AFH Sponsor. When respite is provided in the AFH Sponsors' home, the Respite Worker will take full responsibility for the operations of the adult family home when the AFH Sponsor is temporarily unavailable.

Standards, Training, and Competency

Standard

Provider agrees to uphold all certification requirements within the Medicaid Waiver Standards for Wisconsin Adult Family Homes under SPC 202.01.

Provider agrees to retain applicable certification in good standing during contract period.

AFH Provider agrees to retain certification in good standing as monitored by the LCD and evidenced by compliance with the following:

1. Provider will submit all outstanding documentation identified during the annual recertification evaluation by date stated on the Deficiencies/Correction page of the Recertification Application
2. Provider will correct all household deficiencies identified during the annual recertification evaluation by date stated on the Deficiencies/Correction page of the Recertification Application

3. Provider will attend a minimum of 2 AFH Sponsor Meetings annually and document meeting hours, which may count toward the annual training requirement.

Training

Providers shall be trained in accordance with the Medicaid Waiver Standards for Wisconsin Adult Family Homes under SPC 202.01 and any other applicable laws, rules and statutes. Provider will complete 10 hours of training the first year of certification and 8 hours of training each of the following years to include:

1. Provider recording and reporting requirements for documentation of services, critical incident and emergency protocol.
2. Training on the population being served.
3. Training related to health, safety, welfare, rights and treatment of residents
4. Training on the provision of the services being provided.
5. Training on the needs, strengths, and preferences of the individual(s) being served.
6. Training of rights and confidentiality of individuals supported.
7. Information and Provider procedure for adherence to the following LCD policies:
 - a. Critical Incident Reporting
 - b. Restraint and Seclusion Policy and Procedure
 - c. Communication Expectations

Competency

Provider shall ensure competency of AFH staff. Competency shall include assurance of the general skills and abilities necessary to perform assigned tasks.

Staff to Member Ratio

The AFH staff to member ratio shall be in accordance with the Medicaid Waiver Standards for Wisconsin Adult Family Homes under SPC 202.01 and any certification requirements to ensure residents' health and safety needs are met.

Collaboration and Coordination of Care

Through the use of the Resource Allocation Decision method (RAD), the LCD Interdisciplinary Team (IDT) staff shall assess the member's needs and outcomes to determine the necessity of AFH placement. Prior to admitting a member into a Certified AFH:

1. The IDT staff will make a referral to the AFH. At this time the IDT staff will share with the AFH the member's assessment data and other pertinent information that will assist the AFH in determining if the member is an appropriate match for their home.
2. Prior to scheduling a move in date, the IDT staff shall ensure that the prospective resident is given the opportunity to meet other residents, household members, and the sponsor and spend time at the home which may include visits during the day and overnight stays.
3. The AFH Individual Service Plan (ISP) LCD Face Sheet, Agreement for Services and Resident Physical Examination must be reviewed and completed prior to authorization and member moving. In an emergency move of a LCD member into the AFH, these documents shall be developed within 7 days.
4. Within 30 days after admission, the IDT staff will meet with the AFH to review updates.

AFH Communication Responsibilities:

Managing routine care as well as emergencies of members:

1. AFH providers will inform the IDT staff of *any member circumstance that would warrant family or physician notification* including the following:

- a. Changes in:
 - Condition (medical, behavioral, mental)
 - Medications, treatments, or Physician order
- b. Incidents of:
 - Falls (with or without injury)
 - Urgent Care, Emergency Room or Hospitalization
 - Death: anticipated or unexpected
 - Any other circumstances warranting the completion of a facility incident or event report
2. Communication/Coordination – AFH providers will collaborate with IDT staff regarding:
 - Initial and 6-month ISP meetings
 - Medical and other appointments, or need for specialist or ancillary service provider
 - Medical Equipment or Supplies
 - Transition difficulty, potential termination
3. AFH Providers will report to the LCD AFH Coordinator/Provider Network Specialist/Provider Specialist Assistant any significant changes including but not limited to the following:
 - Plans to relocate to a new home
 - Change in the number of household members either moving into or out of the home.
 - Change in employment or financial status of all household family members
 - Change in legal status of all household family members
 - Substantial change in health status of all household family members.
4. AFH Sponsors will follow the Respite Worker Procedure for any paid or unpaid person who provides care to LCD members in the absence of the AFH Sponsor. This includes completing the following:
 - Respite Worker Checklist
 - Respite Worker Expectations and Quality of Care
 - Submitting the Background Information Disclosure Forms to LCD for all Respite Workers for approval
 - Completing the Respite Worker Home Checklist when the LCD member will be staying in the Respite Worker's home that is not an AFH certified by LCD
 - Providing training to all Respite Workers about the care needs of LCD members living in the AFH
5. As a paid caregiver/AFH Sponsors receive a monthly stipend based upon 24/7/365 days per year of caring for a LCD member. AFH Sponsors are responsible to pay their own Respite workers who are recruited and trained by the AFH Sponsor.
6. Respite is included in the daily rate. The AFH sponsors must report when respite care workers are being used.

Documentation

Provider shall comply with documentation as required by state certification and this agreement. Each member shall have a written plan of care that addresses each area of service need. AFH Provider maintains and submits to the LCD IDT staff the following service related documentation:

1. A copy of all incident reports within 3 days of incident.

2. A copy of member annual physical, TB skin test and medical service notes within one week of service.
3. The monthly "Room and Board Authorization", monthly "Service Authorization", "Individual Service Invoice" and "**Monthly Summary**" for each LCD member
4. Maintain the following documents in the LCD Member Binder:
 - a. Member Face Sheet;
 - b. Admission and Rate Agreement;
 - c. Evacuation Assessment;
 - d. Copy of LCD Member Annual Physical;
 - e. Authorization to Control Medications;
 - f. Authorization to Control Emergency Medical Treatment;
 - g. AFH ISP;
 - h. Monthly Financial Ledger when authorized on the Annual Admissions and Rate Agreement;
 - i. Per Medicaid Waiver Standards for Wisconsin AFH Under SPC 202.01 the Adult Family Home Sponsor cannot manage more than \$200 of the member's money at any one time. If the balance reaches the \$200 limit the Sponsor must contact the member's Guardian or Rep. Payee. The Sponsor is responsible to keep a Financial Ledger for review of the cash flow and current balance. The Member's personal allowance must be kept separate from the finances of the Adult Family Home Sponsor.
 - ii. AFH Sponsor should attach all receipts to the Monthly Financial Ledger.
 - iii. AFH Sponsor should submit to LCD monthly a copy of the Monthly Financial Ledger. If requested from the LCD members' guardian, the AFH Sponsor should provide a copy of the Monthly Financial Ledger.
 - i. Fire Evacuation Drill Form
 - j. Medication Logs required when Authorization to Control Medications ordered by physician;
 - k. Copy of all Medical Service Notes;
 - l. Additional documents as determined necessary to assess the provision of appropriate services to LCD Member.

Out-of-District Placement Agreements

AFH Providers must notify the LCD of any potential resident considering placement in the AFH. When the potential resident is from another county or district, there must be a placement agreement signed by the referring agency and LCD *prior* to the potential resident moving into the AFH.

Agreement for Control of Member Personal Funds

With written permission on the "AFH Annual Admission & Rate Agreement", the AFH Provider will assist the LCD member in managing their monthly discretionary or other personal spending funds per the following guidelines:

1. The AFH provider shall not manage member's funds in excess of \$200;

2. The AFH provider shall contact the IDT staff if the member's funds exceed \$200.
3. The AFH provider shall keep records that account for the receipt and expenditure of each member's funds.
4. The AFH shall keep the member's funds separate from those of the AFH sponsor family and any other AFH resident.

Billable Units

LCD pays the full daily rate to the provider as indicated in the Rates and Service Codes chart of the contract.

Insurance Requirements

All AFH providers must have professional Liability Insurance. Here is a guide to the requirements:

Insurance Limits: General Liability \$1,000,000 per Occurrence/ \$2,000,000 Aggregate
Products & Completed Operations – Included in Above
Personal & Advertising Injury \$1,000,000
Professional Liability \$1,000,000 Each Medical Incident/\$2,000,000 Aggregate
Abuse & Molestation \$1,000,000 per Occurrence
Hired & Non-Owned Auto Liability \$1,000,000
Employee Benefit Liability \$1,000,000
Fire Damage Limit \$50,000
Medical Expense Limit \$5,000
\$10,000,000 Annual Policy Aggregate
Deductible – None
Defense Coverage – Outside the limits

Bed Hold Policy

The LCD/Provider contract with residential providers allows for payment of up to 14 days to hold a member's bed. This payment is to ensure the availability of the member's primary residence during their absence. Bed hold payments are for the explicit purpose of holding the bed for the absent member who is anticipated to return to the facility. Bed hold payments would not be made in circumstances if the member is not expected to return to the facility.

Examples of situations when a bed hold payment would not be warranted include when a member is discharged from the setting at the provider's request, a member elects to move to a different facility, a member goes on vacation, a member attends a camp, a member dis-enrolls from LCD, or the death of member.

Bed hold charges will be paid per the LCD Provider services contract only when there is agreement on the part of LCD and the provider that the member is expected to return to their current room.

The bed hold days will begin on the first day following the day the member last slept in the original facility. For example, the member last slept at the original facility on Sunday night, November 14th. The Bed Hold would begin for that member on Monday, November 15th.

LCD will pay bed hold at current members' daily rate or up to \$50.00 per day for 14 days which includes Care/Services and Room & Board.

If a request for bed hold payment is past the 14 days the following criteria will be followed:

- In unique cases negotiation beyond 14 days is done at the discretion of the Provider Network Specialist, IDT Staff, IDT Staff's Supervisor, and Provider concur the continued bed hold payment is the only practical means to ensure the member's outcome.

LCD reserves the right to change the bed hold policy with the implementation of the State's rate methodology for residential facilities.

Bed Hold Definitions:Community Residential Providers:

Licensed substitute care setting: Adult Family Home (AFH), Community Based Residential Facility (CBRF), Residential Care Apartment Complex (RCAC), and Certified AFH.

Temporarily Absent:

The time frame wherein a member with an authorized stay in a LCD contracted licensed facility is not at the facility overnight.

Bed-hold:

Payment by LCD to contracted substitute care setting while the member is temporary absent from the facility.

Original Facility:

The residential setting that is the member's initial or primary home.

Secondary Facility:

The setting the member is residing in while bed hold payment is being rendered to original facility.

Bed Hold Rate:

The Bed Hold payment is calculated by \$50.00 minus the member's Room and Board costs which will equal the member's Residential Services (Care).

Lakeland Care District's Contract Expectations for Certified AFH Providers

1. AFH providers are responsible to provide all care needs for LCD members residing in the AFH.
2. AFH providers contracted daily rates are based upon each individual member's AFH Rate Assessment Worksheet.
3. AFH providers must provide transportation as a provision of their daily rate for medical or social/community activities.
4. AFH providers are responsible to notify the IDT staff when a member is temporarily absent from the home.
5. AFH providers requesting and receiving payment for a bedhold are expected to coordinate care for the member in collaboration with the IDT staff as part of the contracted bed hold rate.
6. AFH providers are prohibited from billing LCD when a member goes on vacation, a member attends a camp, a member dis-enrolls from LCD, or the death of member.
7. AFH Provider will maintain the AFH placement documents in the LCD member binder.
8. To ensure safety of the LCD AFH member, the following items are required for initial certification and recertification of the AFH:
 - Copies of valid driver's license for all AFH family members who transport LCD members;
 - TB test of all AFH family members every three years;
 - Night light in or near the bathroom;
 - Bath mat or rough surface on the tub or shower;
 - Annual inspection of the furnace or heating unit;
 - Annual fire inspection of the AFH.

9. AFH providers may terminate the AFH member's placement in the home after giving other parties (including the resident/guardian,) 30 days written notice. This notice is not required due to death of a resident, or when an emergency termination is necessary to prevent harm to the health and safety of the resident or other household members. The AFH provider shall provide assistance to the IDT staff and AFH member in exploring relocation residential options. The AFH will not require that the AFH member be moved out of the home until a living arrangement suitable to meet the needs of the resident is available.

Scope of Services in Community Residential Settings – Certified AFH

A contract for community residential services with the Lakeland Care District (LCD) 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 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. 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.
3. Housekeeping services- including laundry services, household cleaning supplies, and bathroom toilet paper and paper towels.
4. Building Maintenance - including interior and exterior structure integrity and upkeep, pest control, and garbage and refuse disposal
5. Grounds Maintenance – including lawn, shrub, and plant maintenance, snow and ice removal.
6. Building Protective Equipment- carpet pads, wall protectors, baseboard protectors, etc.
7. Building Support Systems- including heating, cooling, air purifier, water and electrical systems installation, maintenance and utilization costs.
8. Fire and Safety Systems- including installation, inspection and maintenance costs.
9. Food- 3 meals and snacks, including any special dietary accommodations, supplements, thickeners and consideration for individual preferences, cultural or religious customs of the individual resident.
 - a. Enteral feedings (tube feedings) are excluded from this requirement, and are the responsibility of LCD. Providers cannot accept payment for board when members are receiving all nutrition via Enteral feedings (tube feedings).
10. 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 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. Members' preferences shall be taken into consideration.

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 assistance with delivery, storage, packaging, documenting and regimen review. (The cost of bubble packaging, pre drawn syringes, etc. costs are part of MA and/or Medicare Part D benefit and not billable to members or cost that can be incurred by other funding sources).
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, thermometers, cotton balls, medication cups, 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-is included in the daily rate based on the AFH rate assessment tool. Sponsors are expected to provide transportation needed by the LCD member except to/from work.
11. Resident Funds Management – assistance with personal spending funds, not including representative payee services. (refer to above Collaboration and Coordination of Care / documentation section 4h)

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 are individual choosing.