

**Residential and Day Services Provider Forum**

**January 4th, 2017**

**9:00**

**Agenda**

Welcome	Alice
New Quality and Performance manager	Dawn
2017 Annual Plan	Dawn
My Learning DODD trainings	Angie
Provider MUI Rule Improvements	Eric
Provider Controlled Settings	Dave
Other announcements	All

**Next Meeting: March 1st at 9:00 AM**

**Queensgate Office**

## New Rule 5123:2-9-02

# Home and community-based services waivers - ensuring the suitability of services and service settings

- ▶ This rule establishes standards to ensure that home and community-based services waivers administered by the Ohio department of developmental disabilities maximize opportunities for enrolled individuals to access the benefits of community living and receive services in the most integrated setting.
- ▶ Effective 5/16/16

Previously, service providers could not have an interest in the residential setting in which services are delivered.

Example - A provider could not own a home and also provide HPC services in that home.

Exceptions are Licensed Group Homes, Respite and Adult Foster Care

Now, under certain ownership, the provider has control of the setting where they deliver HPC services.

**“Provider Controlled Setting” the landlord is:**

- ▶ (a) An entity that is owned in whole or in part by the individual's independent provider;
- ▶ (b) An immediate family member of the individual's independent provider;
- ▶ (c) An immediate family member of an owner or a management employee of the individual's agency provider;
- ▶ (d) Affiliated with the individual's agency provider, meaning the landlord:
  - (i) Employs a person who is also an owner or a management employee of the agency provider; or
  - (ii) Has, serving as a member of its board, a person who is also serving as a member of the board of the agency provider;



## Provider Controlled Setting (continued)

- ▶ (e) An entity that is owned in whole or in part by an owner or a management employee of the individual's agency provider; or
- ▶ (f) An owner or a management employee of the individual's agency provider.

## Provider Controlled Setting Lease or Residency Agreement

Each individual living in a residential facility or a provider-controlled residential setting shall have a residency agreement or a lease consented to by both the individual and the landlord.



## Provider Controlled Setting Lease or Residency Agreement

- ▶ If the lease does not address these items, or there is no lease, a residency agreement must be in place and include:
  - (a) Name and contact information of the landlord.
  - (b) A statement that the residence is, as applicable, a residential facility or a provider-controlled residential setting that includes an explanation of the relationship between the landlord and the provider of residential services.
  - (c) In a residential facility, a statement regarding whether or not the individual may choose a provider other than the residential facility to deliver services.

## Provider Controlled Setting Lease or Residency Agreement

- ▶ (d) In a provider-controlled residential setting, a statement that the individual may choose any provider to deliver services without changing the terms of the residency agreement.
  
- ▶ (e) A statement that the landlord:
  - (i) Is responsible for maintaining unit/room in good working order
  - (ii) Shall ensure barrier-free ingress and egress;
  - (iii) Is responsible for keeping the residence in a safe condition
  - (iv) Has a right to reasonable access to the residence



# Provider Controlled Setting Lease or Residency Agreement

- ▶ (f) Unless otherwise specified in the individual service plan, a statement that the individual:
  - (i) Has a right to select his or her roommates;
  - (ii) Has a right to privacy and security including locks and keys to his or her living unit;
  - (iii) Has a right to decorate his or her living unit;
  - (iv) Has a right to have visitors of his or her choosing at any time;
  - (v) Has the freedom and support to control his or her schedule and activities; and
  - (vi) Has a right to access food at any time.

## Provider Controlled Setting Lease or Residency Agreement

- ▶ (g) A statement that the individual is responsible for timely monthly payment of the rent
- ▶ (h) The rent amount which:
  - (i) Shall be reasonable and comparable to community standards;
  - (ii) Shall be determined based upon the accommodations provided and not upon an individual's assets, resources, or ability to pay;
  - (iii) In a residential facility, shall include the cost of providing furnishings, equipment, and supplies required by Chapter 5123:2-3 of the Administrative Code; and
  - (iv) Shall not include items that are reimbursable under the Medicaid program.

## Provider Controlled Setting Lease or Residency Agreement

- ▶ (i) Individual-specific expenses:
  - (i) Which shall reflect only items that are available exclusively from the landlord and determined to be needed by the individual with the support of his or her team;
  - (ii) Which shall reflect only items that the individual has been unable to access or utilize through other available resources; and
  - (iii) The cost of which may be shared equally when two or more residents agree to share use of the item.
- ▶ (j) A statement that the individual has a right to terminate the residency agreement:
- ▶ (k) In a provider-controlled residential setting, a statement that the landlord has a right to terminate the residency agreement:
- ▶ (l) In a residential facility, a statement that the residential facility shall terminate services in accordance with rule 5123:2-3-05 of the OAC