

Mental Health Mental Retardation of Tarrant County

Mental Health Services

Adult Residential Care Homes Provider Manual

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Adult Foster Care Standards

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Section 1. Resident Care & Services

Adult Residential Care Homes (“ARCH”) provide a 24-hour supervised living arrangement in a home setting for persons eighteen (18) years of age or older who are unable to continue independent functioning in the community because of physical, mental, or emotional limitations. ARCH provides a safe, supportive, semi-independent living environment for persons needing assistance with activities of daily living, personal care, medication monitoring, and transportation. The consumer or family pays the Provider for monthly room and board.

Covered Services

Provider must provide Covered Services according to the resident’s Comprehensive Treatment Plan, including but not limited to:

- a. Provision of a fully furnished, clean, safe living environment which includes utilities and laundry facilities. Provider is responsible for all items with the exception of personal grooming items (shampoo, razors, soap, toothbrush, etc.), over-the-counter medications, laundry supplies (detergent, softener, etc.), linen (sheets, pillows, blankets, mattress pad, bed spread, etc.), personal long-distance phone calls and personal possessions.
- b. Twenty-four (24) hour supervision
- c. Personal assistance with
 1. meal preparation
 2. personal hygiene and grooming
 3. medication reminders/monitoring
 4. transportation assistance
 5. daily living tasks (e.g. laundry, housekeeping, appointments)
 6. social interactions

Non-Covered Services

Provider will not be reimbursed for the provision of non-covered services, which are services for which Provider has not obtained prior authorization from the Local Authority Case Manager, or services not covered by the Comprehensive Treatment Plan.

Insurance

Provider must maintain general liability insurance in the amount of \$100,000 or more on their property and vehicles used with Covered Individuals.

Living Environment

Provider must be the owner or lessee of the facility used for the Adult Residential Care Homes.

Bedrooms must have at least one window that will open freely from inside. Provider must furnish each Covered Individual with a bed and sufficient drawer and closet space in the resident's bedroom. No more than two Covered Individuals may share a room. There must be at least one working telephone in the facility for Covered Individuals to make local calls without charge. The facility must have an operational smoke detection system; a portable ABC-type fire extinguisher inspected, tagged, charged and ready for use; and first aid supplies on the premises. The facility must meet all applicable state and local building, zoning, and housing codes. Heating and cooling systems must be in good working order. Hot water temperature must be between 100 and 125 degrees Fahrenheit. Food preparation areas and equipment must be clean, free of offensive odors and in good repair. Utensils, dishes, and glassware must be washed in hot soapy water, rinsed and stored to prevent contamination.

Fire Drills must be conducted quarterly with Covered Individuals present at various times throughout the day and night. Written reports must be completed on forms in the Manual and submitted as described in Section 7 of this Manual.

Room and Board

Provider may collect \$475 per month from each Covered Individual (or the Covered Individual's family) for room (rent) and board (3 nutritious meals per day). In some instances, the room and board charges may be paid by another agency. In such cases, the Provider must discuss the payment arrangement with Local Authority to be sure that payment for residential services comes from only one agency.

Supervision

Provider must orient each new Staff and Covered Individual on:

- Fire safety, how to respond to a fire alarm, and how to exit from the home in an emergency.
- House policies and expected behaviors
- Emergency phone numbers
- The complaint line at MHMRTC and DFPS number for reporting abuse and neglect
- Where to store medications
- Rights of Covered Individuals and Providers

Provider or designee must be present in the facility overnight and when needed by the Covered Individuals residing there. Covered Individuals should not be left unattended in the facility for more than 4 continuous hours.

Provider will provide a list of staff at facility that will provide supervision to the individuals in facility. The document should be submitted when there are any changes in staff providing supervision. All requirements must take place in order to provide supervision in your facility.

Providers must ensure that the Covered Individuals are not abused, neglected or exploited while in the Adult Residential Care Homes.

Meals

Provider must ensure each Covered Individual is provided at least three nutritious meals daily which meet USDA Nutrition Standards and the Individual's dietary and nutritional needs. Individuals' food preferences must be considered in planning meals. A variety of foods must be served. Menus must be prepared in advance and take into account seasonal variations. Additional guidelines on appropriate foods and quantities are shown in Section 12 of this Manual.

Transportation

Provider must provide or make arrangements to meet the transportation needs of each Covered Individual for medical appointments/care, other services with Local Authority and shopping for personal needs. Vehicles used to transport Covered Individuals must be covered under liability insurance and meet state/county vehicle inspection standards.

Medication

Some Covered Individuals can independently self-administer medications. For those who cannot, the Provider is responsible for supervising the Covered Individual's self-administration of medication following the Local Authority's SAMS (Self-Administration of Medication Supervision) standards. Unless licensed as Registered Nurse or Licensed Vocational Nurse, Provider may not administer or otherwise directly handle a Covered Individual's medication.

Each Covered Individual's medications (both prescription and over the counter) must be stored separately from other Covered Individuals medications. Medications for internal use must be stored separately from those intended for external use. A locked storage container must be available for medication storage and if a medication requires refrigeration, it must be separated from food in a clearly labeled, designated locked container. Avoid storing medications in locations with extreme heat, cold or moisture. Prescription medications must be in the original container labeled with the individual's name, date, instructions, name of medication, dosage, and physician's name.

In supervising Covered Individual with both prescription and over-the-counter medications, the Provider will ensure the individual selects the correct medication and amount to be taken. Medications prescribed for one individual must not be taken by or given to any other individual. Provider is expected to have written verification of each Covered Individual's current medications prescribed by the Local Authority. Providers must assist Covered Individuals in obtaining refills at least 3 days prior to medication expiration date or supply depletion and may transport pre-packaged medications if necessary.

If Covered Individuals use pill-minders, they must fill these themselves. Providers may give prompts to the individual during the process of filling the pill-minders but must never fill them for the individual.

Medications found on the floor or other places must be disposed of and not consumed. Covered Individuals should be encouraged to destroy old or discontinued medications by flushing down toilet.

Guidelines for the use of over-the-counter medications for common ailments are included as Section 13 of this Manual.

Covered Individuals funds/possessions

Each Covered Individual is allowed to manage his/her finances. Provider may assist only if the Covered Individual requests assistance through the Case Manager and such assistance is described in a time-limited written agreement. Providers may not handle an individual's money, check, or checkbook. If the individual is unable or unwilling to assume responsibility for his/her funds, the Case Manager should be contacted to encourage the individual to place funds in the Trustee account.

Individuals must have access to their personal belongings and Provider is required to ensure that each individual's possessions are stored safely. This would include the Provider making reasonable efforts to see that the home is secured against theft (deadbolt locks, window screens, etc.). Provider may not take an individual's possessions or otherwise limit access except in accordance with established house rules. Providers must maintain a written inventory of each Covered Individual's personal possessions.

Section 2. Referral/Discharge Process

Referral Process

All referrals of clients will come from the development of a Comprehensive Treatment Plan with the client and the Local Authority Case Manager. Authorization for services may only be made by the Local Authority Case Manager. When an individual is identified as needing the Adult Residential Care Homes service, the Covered Individual will be offered a choice of available providers. Once an individual selects a Provider, the Provider will be contacted and given information about the Covered Individual. The Covered Individual and Provider will meet face-to-face with the Case Manager and both have the opportunity to stop placement with the Provider. Providers are not required to accept individuals with whom they are not comfortable dealing or who have problems beyond the Provider's expertise to handle.

Discharge Process

Individuals may be removed from a Provider's home at their request, when they no longer require ARCH Services, if there are concerns about their safety or health, if the individual becomes ineligible for services, at the request of the Provider, or for other reasons. Whenever possible, Provider will be notified 30 days in advance of the Local Authority's intent to move the Covered Individual and the Case Manager will work with the Provider to ensure a smooth transition for the client. In those cases where advance planning is not possible, Provider will cooperate with Local Authority in the timely return of Covered Individual's possessions and medications.

If Provider wishes that a Covered Individual be moved from their location, Provider must give Local Authority 30 days notice. In extreme cases and with the Provider and Local Authority's mutual consent, alternate placement arrangements may be expedited to allow more rapid placement. In all cases, Local Authority will work quickly to find alternate placement for the individual.

Section 3. Authorization of Services

Local Authority Utilization Management is responsible for authorization.

Authorization of Services

The Case Manager in conjunction with the Covered Individual and selected Provider will determine the types of personal assistance services to be provided. An Authorization letter with Authorization Number will be generated and given to the selected Provider. Provider must have a current Authorization Number to be reimbursed for services.

Section 4. Documentation

Bill for Services

The Provider will complete the Adult Residential Care Home – A.R.C.H. Invoice at the end of a billing month as described in the Form Instruction Outline attached to this Provider Manual and submit the completed invoice by mail or fax to:

Susan Houston
MHMRTC
P.O Box 2603
Fort Worth, 76113
Fax: (817) 569-4525

To receive reimbursement, the Provider must also complete and submit, with the Invoice, the A.R.C.H. Monthly Documentation Contact/Activity Log. This form is used to briefly document the Covered Individual's presence in the program and participation in activities of daily living during the preceding month. Any significant events, including reports to Risk Management as well as absence(s) from the program should also be reported. Instructions for completion of the Contact/Activity Log are attached to this Provider Manual.

If the Covered Individual is not present at least twenty (20) days of the billing month, special approval must be received in order for the Provider to be paid for the full month.

To ensure compliance with the Performance contract, please provide a monthly record of staff attendance to accompany the invoice. We have created and attached a daily schedule for this purpose. Please submit these together to facilitate prompt payment for services.

Section 5. Coordination with Local Authority Case Manager

The primary contact person regarding any Covered Individual will be the Local Authority Case Manager. The Case Manager is responsible for the overall coordination of services to the individual. All issues regarding a Covered Individual must be brought to the attention of the Case Manager for assistance in resolution. The Local Authority recognizes that a team effort is needed to successfully treat Covered Individuals. For this reason, the Provider is seen as a valuable member of the treatment team, with daily insight into successes or problems as they occur. Providers are encouraged to ask questions of the Case Manager as the Comprehensive Treatment Plan is developed to ensure those specific areas most important to the Covered Individual are included at that time. It is expected that regular communication will occur between the Provider, Covered Individual and Case Manager and that roles and responsibilities are tailored to meet the individual's needs.

Section 6. Provider Profile

Local Authority will collect and maintain information about each Provider's performance with regard to this Agreement. Such information is reviewed by the Quality Management Committee and the Network Advisory Committee and will include, but is not limited to:

- Number of individuals referred for services
- Number of individuals declined
- Number of individuals in services
- Number of confirmed abuse, neglect or exploitation events
- Location of each Adult Residential Care Home location
- Number of consumer complaints and percentage resolved in 30 days
- Number of critical events (medication errors, deaths, serious injuries, etc.)
- Consumer satisfaction rating
- Percentage compliance with documentation and health/safely standards

Provider profile information may be made available to Covered Individuals seeking services to assist them in choosing a provider.

Section 7. Reporting Requirements

Abuse and Neglect

Provider must report any situation of suspected abuse or neglect of a Covered Individual immediately by calling the Texas Department of Family and Protective Services (DFPS) at 1-800-252-5400 or www.txabusehotline.org.

Local Authority is under the same reporting constraints and must report **all** allegations of abuse and neglect to DPRS. Local Authority is not allowed to waive reporting or do anything that could be construed as interfering with the investigation. Because of DFPS's legal mandate to perform investigations, Local Authority is not permitted to discuss incidents with Provider until DFPS has completed its investigation and released its findings.

Critical Incidents -- must be reported immediately

The following critical incidents involving Covered Individuals must be reported within 24 hours of discovery by **calling 817-335-3022**.

1. Deaths
2. Suicide attempts
3. Serious injuries -- injuries which require medical care
4. Serious medication errors -- the incorrect or wrongful administration of a medication (such as a mistake in dosage, route of administration or intended consumer), a failure to prescribe or administer the correct drug, medication omission, failure to observe the correct time for administration, or lack of awareness of adverse effects of drug combinations which place the Covered Individual's health at risk so that immediate medical intervention or enhanced surveillance on behalf of the Covered Individual is required.
5. Major Adverse Drug Reaction -- those responses which are above and beyond the common side effects usually encountered with each medication. They are undesired and unintended, possibly harmful responses to a drug administered at a normal dosage. Responses may include problems related to cumulative effects, tolerance, and dependency for single-drug administered and drug-drug interactions for multiple drugs administered.
6. Allegation of homicide, attempted homicide, threat of homicide with a plan
7. Confirmed abuse, neglect, or exploitation
8. Discovered pharmacy errors -- a pharmacy dispensing error including one or more of the following:
 - * incorrect label or directions for use
 - * failure to place warning label on container as appropriate
 - * incorrect medication
 - * incorrect strength
 - * incorrect quantity
 - * expired medication
 - * contraindicated drug
9. Hospitalizations

10. 911 Called
11. Physical Aggression
12. Auto Accident
13. Fire
14. DNR Order (Do Not Resuscitate)
15. Elopement (Missing Person)
16. Infectious Diseases
17. Criminal Activity
18. Litigation Threat

Fire Drills

Fire Drills must be completed on the form included in this Manual at least quarterly. The fire drill report must be submitted to:

Tim Wells
QM Program Manager
MHMRTC
P.O. Box 2603
Fort Worth, TX 76113
Fax: 817 569-4496

Section 8. Training

Training

The Provider is required to complete training as listed below, and ensure that any persons working with Local Authority Covered Individuals also complete the training prior to delivering services.

Local Authority will not charge for initial and annual training provided to Provider. However, if Provider does not attend a scheduled training and does not give prior notice of canceling, Provider will be charged for the missed training. Providers are responsible for scheduling and attending all required training. Failure to complete required training will be grounds for termination of this Agreement.

Scheduling Training with MHMR of Tarrant County

The Local Authority’s Mental Health Quality Management Department will no longer provide refresher trainings to be completed and submitted to our training department. All initial and annual training will be completed on-line except for 3 courses that will be provided in class at our training department. Please **call 817-569-4342** to schedule a face-to-face meeting and orientation with the Training Department representative to preview this training system. We will then give an overview and guidance on updating your required training courses. The following courses must be taken by A.R.C.H. providers; Essential Learning Courses:

- Psychopharmacology
- MED mgmt for DD
- Infection Control 1
- Infection Control 2
- Abuse
- Rights
- HIPAA

Client Rights (class)

CPR-Adult (class)

SAMA100 & 200 (class)

ADDITIONAL CLASSES (Non-required)

Class Titles	Class Cost
<u>Computer Classes (various)</u>	<u>\$25.00</u>
Heartsaver® First Aid and Seizure Mgmt (CPRN400)	\$50.00
BLS for Healthcare Providers—MD & RN (CPRN300)	\$40.00
Defensive Driving-TEA Approved (DDING100)	\$30.00
Lifting and Transferring (BSAF101)	\$25.00
Observation and Documentation (OBDOC100)	\$20.00
Self Administration of Meds (SAM100)	\$20.00
SAMA Assisting	\$30.00
***SAMA Assisting/Containment (SAMA100/300)	\$60.00
HIV/Infection Control	\$40.00

◆ **CEU Certificates are available for this class (Please see Training Staff for available licenses)**

CEU Certificates are 10.00 per applicable class for non-MHMRTC employees

*****MUST be taken in conjunction with SAMA Assisting course**

THERE IS A CHARGE TO ANY PARTICIPANT WHO REGISTERS FOR A CLASS, BUT DOES NOT ATTEND. Direct notification to the training department of cancellation must be received at least 24-hours in advance to prevent billing.

Prices subject to change

Training Costs

Provider is required to use Local Authority's Training Center to meet the required training. Providers will be charged \$25.00 per person per class for missed classes.

Provider will be sent an invoice monthly for all missed training.

Section 9. Contract Monitoring

Quality Monitors

Local Authority's Quality Management Department will conduct a variety of reviews, including but not limited to:

- Site Assessments, Infection Control, Fire Drill and Environmental Reviews
- Verification of required training
- Special reviews based on complaints or other client related incidents
- Contract compliance reviews

Reviews will be scheduled in advance with Provider whenever possible. The Local Authority contact person for Quality Management Reviews is:

Tim Wells
QM Program Manager
MHMRTC
P. O. Box 2603
Fort Worth, Texas 76113
(817) 569-4458

Complaints

Covered Individuals may make complaints about a Provider by calling (817) 569-4367. All complaints are investigated and discussed with the Provider. Issues are expected to be resolved to the Covered Individual's satisfaction within 30 days. Provider is required to inform Covered Individuals of their right to file a complaint with Local Authority and must allow an individual access to a phone to place a call. Provider is required to cooperate with Local Authority in the investigation and resolution to the complaint. Local Authority acknowledges that the number of complaints is not necessarily an indicator of poor performance or non-compliance by a provider, but may reflect the severity of the individuals served by the Provider.

Providers are encouraged to call the Local Authority at (817)569-4456 when they have complaints about the Local Authority operations or staff. Provider Relations will make every effort to resolve problems and complaints quickly and fairly.

Satisfaction Surveys

Providers will be asked to assist in the distribution of satisfaction surveys to Covered Individuals. Such information is collected and reported to the Quality Management Committee. Information may also be included on Provider Profiles seen by Covered Individuals when selecting a Provider of services.

Section 10. Sanctions, Appeals and Contract Termination

Local Authority will take punitive action for actions that pose a hazard to Covered Individuals.

Sanctions

Local Authority will impose sanctions if Provider does not maintain quality services in compliance with state and federal standards. Decisions regarding sanctions are made by the Quality Management Committee. Notice of Default or Notice of Termination will be sent by certified mail to the Provider. Sanctions may include but are not limited to:

- a. Immediate termination of contract
- b. Withholding of new referrals
- c. Withholding of outstanding payments, in whole or in part
- d. Request for recoupment of funds paid to Provider for services
- e. Fines, charge backs or offsets against future payments
- f. Suspension of contract and referral of existing Covered Individuals elsewhere, pending appeal

Appeal Process

If Provider wishes to appeal a decision by Local Authority to impose a sanction, Provider must notify the Director of Contracts Management/Provider Relations in writing within 7 days of receipt of a Notice of Default or Notice of Termination of the request for appeal. If Provider has additional information which was not taken into consideration at the time the Sanction was imposed, such documentation must be submitted with the request for appeal.

Appeals of Sanctions will be reviewed by the Quality Management Committee. Provider may be present at the meeting at which the appeal is discussed.

Contract Termination

If the contract is terminated, Provider is expected to cooperate with the Local Authority in the transfer of Covered Individuals to other providers.

Penalties

If Local Authority is fined or receives financial penalties as a result of services from Provider, Local Authority will recoup such funds from Provider either through direct reimbursement or reduction of future payments.

Section 11. Rights/Responsibilities

Covered Individuals

Guidelines will be developed for each Adult Residential Care Home location which provide structure for the services. Covered Individuals have input into these guidelines and any revisions.

Covered Individuals are required to participate in the development of treatment plans and to follow those plans to remain in the program. This may include taking prescribed medications.

Acts of violence or threats are not tolerated. Individuals may be immediately removed from the program. Any person affected by the threats or violence has the right to pursue legal action. Individuals will treat others in the location respectfully without using loud voices or cursing. Alcohol and drug use are not allowed while in the program.

Individuals are expected to participate in tasks within the Adult Residential Care Home location such as cleaning, cooking, yard care, etc. Duties will be distributed among the residents and rotated.

Individuals must inform Provider and Case Manager in advance of visits away from the location and the expected return time. If returning late, the individual should attempt to notify Provider.

Individuals have a right to their own possessions and should maintain an inventory of their property. Individuals have a right to privacy, but must also respect the privacy of others.

Individuals are required to pay room and board charges to Provider. Individuals are responsible for taking reasonable care of furnishing in their living space. Intentional misuse or abuse of Provider's or other individuals' property will be considered grounds for removal from the program.

Providers

Providers will establish guidelines for behavior in their Adult Residential Care Home location. Input from the Covered Individuals should be considered. Guidelines should specify:

- Whether smoking is permitted and if so where
- Whether pets are allowed and if so what kinds
- Hours for music, television and other activities if limited
- Community chores and the rotation schedule
- Off limits areas
- Parking arrangements
- Visitor standards
- Loud, disruptive or obnoxious behaviors

Providers are entitled to privacy, but must be available when needed by the Covered Individuals.

Providers are entitled to be treated respectfully by individuals and in turn are required to handle interactions with individuals in a calm, mature and respectful manner.

Section 12. Dietary Guidelines

Please refer to <http://www.healthierus.gov/>

Section 13. Over the Counter Medications