

Appendix K

MFP – Assisted Living Facility Checklist for Providers

All providers must be an enrolled provider for HCBS services

- 1. MFP residents must have a lease, contract or negotiated service agreement that meets fair housing laws, outlining the
 - timeframe of the agreement
 - services provided and type of residence is being rented
 - appeal process
 - reasons for termination (non-payment, direct threat to others, property damage)
 - services and supports provided to the MFP resident
(K.A.R. 26-39-102 Admission, Transfer and Discharge; K.A.R. 26-41-202 Negotiated Service Agreement)
- 2. Each apartment **must have** separate living, sleeping, bathing and cooking areas.
(K.A.R. 28-38-254 (g) Construction, general requirements, K.A.R. 26-39-103(p) Resident Rights)
- 3. Units must have a lockable* access and egress
 - full control of access and egress must be present unless there are documented limitations/concerns in case management logs or negotiated service agreement.
**example: key pad, ID card, watchman, or key*
(K.A.R. 28-38-254 (g) Construction, general requirements)
- 4. A qualified residence cannot require that services in addition to those included in the rate be provided as a condition of tenancy or from a specific company.
 - Assisted Living Facility (ALF) providers cannot dictate what services will be provided to the resident; this will be determined in conjunction with the customer, TCM and the provider.
 - ALF providers cannot determine who will provide outside services as long as they meet State licensure requirements.
 - ALF services usually include coordinating or providing housekeeping, transportation, and personal care, etc.....
(K.A.R. 26-39-103 Resident Rights, K.A.R. 26-41-203 General Services, K.A.R. 26-41-204 Health Care Services)
- 5. ALF cannot require notification of absences from the facility except:
 - to assure health and welfare of resident; tenant may be required to notify the facility based on a predetermined risk as documented in the POC/NSA.
 - to assure Medicaid is not billed when resident is not present. *Absences for **less** than 30 days cannot result in termination/discharge.
(K.A.R. 26-39-103 Resident Rights, K.A.R. 26-41-202 Negotiated Service Agreement, K.A.R. 26-41-204 Health Care Services)

□6. Aging in place concept must be a common practice in the facility, therefore a resident contract may not be terminated due to declining health or increased care needs.

- Medicaid services may be increased to meet the needs through the MFP POC process.
(K.A.R. 26-39-102 Admission, Transfer, and Discharge, 26-41-200 Resident Criteria)

□7. Lease, contract, or negotiated service agreements may not reserve the right to assign apartments or change apartments. Room and board rates are negotiated between resident and the facility.

- any proposed changes to the contract require 30 days notice.
(K.A.R. 26-39-103 Resident Rights)

Signature of Assisted Living Facility Provider Date

Signature of MCO Care Coordinator Date