

MFP LEASE REQUIREMENTS FOR AN ASSISTED LIVING FACILITY

MFP may only contract with an ASSISTED LIVING FACILITY that offers apartment units.

Mandatory Resident Agreement Elements

The ASSISTED LIVING FACILITY agreement:

- Specifies the period of time that is governed by the agreement.
- Includes rights of termination by the resident and the provider.
- Provides for a formal appeal process for resident terminations.
- Details the services that the resident will be provided.
- Contains a provision indicating that the resident's tenancy rights can be terminated only for violations including non-payment of rent, posing a direct threat to others, and property damage.
- Indicates that the ASSISTED LIVING FACILITY will meet all Federal and State Fair Housing Laws.
- Resident is provided with sufficient information and opportunity to consider the possession of the ASSISTED LIVING FACILITY residence and related services and supports to be provided.
- Conveys the right to use and occupy the property.
- When lacking a process for resolution of disputes between the ASSISTED LIVING FACILITY and the resident must define said process.
- ASSISTED LIVING FACILITY may offer and provide a set of healthcare services and supports in exchange for rent or a fee.
- Allows for a change in apartment assignments based on plan of care with the resident. In such cases, the written agreement should be modified to reflect the new agreement.
 - The ASSISTED LIVING FACILITY may **not** reserve the right to assign or change apartments without resident consent.

MFP Qualified Setting Requirements for an ASSISTED LIVING FACILITY

- The ASSISTED LIVING FACILITY resident (lacking cognitive impairment as outlined below) must have lockable access and egress to and from their apartment as well as means to leave the facility.
- The ASSISTED LIVING FACILITY resident has a choice of providers of Medicaid services that are available **in addition** to the services included in the service rate paid to the ASSISTED LIVING FACILITY.
- The resident/responsible party must participate in the care planning process.
- The resident/responsible party must have a formal process for the resolution of care plan differences between the ASSISTED LIVING FACILITY and the individual. In the event there is no process, the Resident Agreement must define a process.
- Notice of absences cannot be a **condition** of the resident agreement BUT can be part of the ASSISTED LIVING FACILITY operating process as long as the expectation is reasonable, noted in the care plan, and related to one of the following criteria:
 - Notice of absence may be required based on an individual assessment, risk to the tenant and the need to assure health and welfare.
 - Notification of absence may be required in order to ensure that Medicaid is not billed for days on which services were not delivered.
 - Absences for less than 30 days cannot result in termination/discharge.
 - To assure health and welfare requirements, the tenant may have to inform the ALS when the tenant leaves the building. The length of the absence that needs to be communicated to the ALS can vary by the predetermined risk as noted in the care plan.
- Residents whose service needs cannot be met under the resident agreement or contract may bring in an outside service provider to meet the additional needs if allowed by state regulation; or if able, the ALS may provide the additional

services. Additional Medicaid payments to an outside provider would only be made for services that are not included in the rate paid to the ASSISTED LIVING FACILITY

In the event the MFP participant has a cognitive impairment

The ASSISTED LIVING FACILITY must include design features that maximize the participant's capacity to live as independently as possible.

Conditions that limit a person's activities must be addressed in the plan of care, be related to risks to the participant's health and welfare and be agreed to by the individual or caregiver **in writing.**