

## **SECTION IV.10. Adult Family Care**

### **A. Definition**

Adult Family Care is a 24-hour care and support option in CFC in which participants live in and receive services from an AFC Home which is contracted by an Authorized Agency.

### **B. AFC Standards**

AFC providers must be authorized by the Department of Disabilities, Aging and Independent Living (DAIL) and comply with the following:

1. All Applicable State and/or Federal Rules and Regulations
2. ASD Housing Safety and Accessibility inspection policy/procedure
3. ASD Disclosure of Information Policy
4. CFC Universal Provider Qualifications and Standards (Section III.)
5. CFC Services (Section IV.)
6. AFC Difficulty of Care payment
7. Critical Incident Policy
8. DAIL Provider Agreement

### **C. Provider Types**

The following provider types are approved to provide and bill for Adult Family Care services when authorized by DAIL and identified on the individuals Service Plan:

- Authorized Agencies (AA) (*Revenue Code 086*)

### **D. Authorized Agency Responsibilities**

Authorized Agency (AA) is an agency authorized by Department of Disabilities, Aging and Independent Living (DAIL) to provide Adult Family Care (AFC). Authorized Agency responsibilities include:

1. 24-hour on-call Backup: Provide twenty-four hour on-call back-up and support to paid caregivers and natural supports.

2. Care Planning: Identify the goals, strengths and needs of the participant through a person centered process. A plan is then developed identifying the services and supports to be delivered in order to meet the individual's needs and goals.
3. Communication: Ensure timely communication and coordination with the Case Manager and the AFC home in the event of any changes in the individual's health, functional needs, preferences or wishes that require changes in the plan of care.
4. Complaints: Inform participants of the AA complaint policy, work to resolve complaints and provide all participants with Ombudsman brochure.
5. Contract: Identify and contract with Adult Family Care (AFC) Home providers.
6. Critical Incidents: Follow established Critical Incident Reporting Procedures.
7. Difficulty of Care Payment: As defined by the Internal Revenue Service (IRS) code Title 26 Section 131, provide a difficulty of care payment (tax free stipend) to contracted AFC home providers as determined by a participant's authorized tier rate. The authorized tier rate is found on the participant's CFC AFC service plan and includes the agency's 5% administration fee.
8. Documentation: Documentation must include the following:
  - 24- hour emergency back- up plan
  - emergency fact sheet
  - comprehensive person centered plan
  - monthly home visits by the AFC coordinator
  - accessibility and home safety inspections
  - a written contract and/or job description for all caregivers describing expectations, responsibilities and compensation
  - back ground checks as specified in the DAIL background check policy
  - training for paid workers including contracted home providers
  - room and board agreement and/or contract for care
  - all required CFC forms
  - quality management activities, including but not limited to critical incident reports and grievances and the resolution
  - Advance Directives, Power of Attorney or Guardianship order
  - applications for other services or public benefits and the
  - ongoing case management activities
  - coordination of documentation and communication with the case management agency
9. Home Inspection: Arrange for home safety and accessibility assessment according to the ASD Housing Safety and Accessibility inspection policy/procedure.
10. Legal Representatives: Maintain a copy of and comply with Advance Directives, Power of Attorney and Guardianship authorities.

11. Live-In Agreement: Oversee the AFC Home “Live-In Agreement”.
12. Matching: Facilitate AFC Home provider matching process, including the inclusion of the participant choice of home providers and selection of caregivers.
13. Monitoring: Ongoing review of the individual’s health and wellbeing, functional needs, service utilization, goals and outcomes.
14. Payment of Services: Submit timely claims to HP and process on-time “Difficulty of Care” payments to the AFC Home provider and other contracted services according to the participant’s person centered plan. Follow the standards established for submitting 94% of the approved tier rate for participants who are in the hospital.
15. Quality Reviews: Participation with DAIL in quality management reviews.
16. Respite: Ensure AFC Home receives adequate respite.
17. Service Coordination: The process by which services are obtained for the individual through coordination with multiple resources and providers, including access to community resources and transportation.
18. Staffing: Ensure that staff is trained and background checks (DAIL Background Check Policy) are in place according to the participant’s person centered plan.
19. Training: Ensure that AFC home provider staff receives orientation and training to meet the needs of the participant. Ensure that AFC home provider staff participate in training to obtain (6) hours of continuing education annually.
20. Transitions: Assist participants with moving from the AFC home to a new setting.

### **E. Adult Family Care Home**

A home established and operated for the purpose of providing individualized supports in an environment that is safe, family oriented, and designed to support autonomy and maximize independence and dignity for up to two individuals, unrelated to the operator, enrolled in Choices for Care. The home must be contracted with an Authorized Agency (AA) and the home provider receives a tax free stipend called a “Difficulty of Care” payment. The home must be owned or rented by the home provider and both parties must reside at the same address under the same roof.

The home provider, at all times, shall ensure that the participant’s environment promotes a positive domestic living experience and assist the participant in realizing his/her maximum individual potential for independence.

The home providers shall:

1. Provide a residence for the participant that continually meets Safety and Accessibility standards.
2. Maintain a Live-In Agreement with the participant in accordance with the DAIL Room & Board standards.
3. Participate and comply with required home Safety and Accessibility standards.
4. Provide or arrange for care and supervision for the participant 24 hours/day as described in the ILA and person centered plan, including:
  - a. personal care (activities of daily living);
  - b. household tasks (instrumental activities of daily living);
  - c. community access (e.g. shopping and use of community facilities);
  - d. leisure time activities; and
  - e. transportation to a reasonable number of community functions (directed by participant interest).
5. Provide a complete and balanced diet as determined by the participant's needs and desires.
6. Maintain regular visits or contacts with the participant during hospitalizations, as appropriate to medical and social needs and as determined by the Case Manager or AA Service .
7. Participate in CFC reassessments.
8. Comply with Critical Incident Reporting and mandated reporting of abuse, neglect or exploitation to Adult Protective Services.
9. Maintain records and recommendations per AFC home provider contract for services.
10. Allow home visits by DAIL staff, Ombudsman, AA staff and other visitors as determined by the participant or legal representatives.
11. Keep open communication with the participant, AA Coordinator and Case Manager.
12. Participate in orientation and trainings.
13. Obtain six (6) continuing education credits annually.

#### **F. Safety and Accessibility Inspection**

Each Adult Family Care home will receive a Safety and Assessibility inspection once every three years. All safety standards outlined in the Safety Checklist must be met.

The State shall incur the expense of the initial inspection and one follow-up visit to inspect for required corrections.

Refer to the *Adult Family Care Home Safety and Accessibility Inspection Process for Adult Services Division* for more details on the review schedule, Safety Checklist and Accessibility Checklist.

## **G. Critical Incident Reporting**

Critical Incident reports are essential methods of documenting, evaluating and monitoring certain **serious or severe** occurrences, and ensuring that the necessary people receive the information. All AFC participants are subject to Adult Services Division, Critical Incident Reporting process and mandated reporting for Adult Protective Services. *Refer to Section V.14. Critical Incident Reporting for details.*

## **H. Disclosure of Information for Adult Family Care Home Providers and Respite Workers**

Disclosure of Information (DoI) process is intended to assure that Choices for Care Adult Family Care Home Providers (Home Provider) and Adult Family Care respite workers receive relevant information so they can make an informed decision whether to agree to provide care in their own home to Choices for Care Adult Family Care participant. The DoI form shall include relevant information about a person's current status and history of violent behaviors, any potential predictors of violent behavior and any medications they are taking. The information may only be disclosed with the participant or guardian's authorization. *Refer to Section V.15. Adult Family Care Disclosure of Information Procedures for more information.*

## **I. AFC Limitations**

1. AFC payment is limited to the AFC Tier rate as identified on the authorized Service Plan.
2. AFC services are not billable when a participant is in another CFC setting (*nursing facility, ERC*).
3. AFC Services must be billed at 94% of the daily rate (up to 30 days) when the participant is in the hospital.
4. AFC employees with a substantiated record of abuse, neglect, or exploitation of a child or a vulnerable adult shall not be paid to provide CFC services (*DAIL Background Check Policy*).
5. AFC employees who have been excluded from participation in Medicaid or Medicare services, programs, or facilities by the federal Department of Health and Human Services' Office of the Inspector General shall not be paid to provide CFC services (*DAIL Background Check Policy*).
6. AFC employees who have a criminal conviction for an offense involving bodily injury, abuse of a vulnerable person, a felony drug offense, or a property/money crime involving

violation of a position of trust shall not be paid to provide CFC services (*DAIL Background Check Policy*).

7. The participant's legal guardian shall not be paid to provide AFC services to the participant.
8. AFC services shall not be provided to a participant who has left the state of VT for more than 7 consecutive days.
9. CFC shall not pay for home maintenance and repairs.
10. CFC shall not pay for Room and Board.
11. CFC shall not pay for any service already paid to the home provider as described in the Live-In Agreement or in a separate, private arrangement (e.g. "Contract for Care")
12. CFC shall not pay for services covered by other health insurance such as Medicare, Medicaid, VA or private insurance.