

MEDICAID HOME AND COMMUNITY-BASED WAIVER
SCOPE OF SERVICES
FOR
INSTITUTIONAL RESPITE CARE

A. Objective

The objective of Respite Care Services is to provide temporary institutional care for Medicaid Waiver clients who live at home and are cared for by their families or other informal support systems.

B. Conditions of Participation

The Institutional Respite provider must maintain a current license from the Department of Health and Environmental Control (DHEC) or equivalent licensing agency for an out-of-state provider.

C. Description of Services to be Provided

1. Respite care will be provided in a hospital, nursing facility (NF), or an ICF/MR facility which has been approved by the State and which is not a private residence.
2. The Unit of Service will be a patient day. A patient day is defined as a twenty-four (24) hour period, including the day of admission and excluding the day of discharge.
3. The number of units of service provided to each client is dependent upon the individual client's needs as set forth in the client's service plan, which is established or approved by the Case Manager/Service Coordinator.
4. Respite Care Services will be based on the Physician's orders.

D. Conduct of Services

1. Upon request of the Case Manager/Service Coordinator for Respite Care Services, the Provider will secure a prior admission agreement with the primary care giver or responsible party. This agreement will set forth the scheduled period of placement, specifying admission and discharge dates, and will include a statement of understanding and agreement for the responsible party to resume care of the client after the authorized respite period.
2. The per diem rate will include all those items and supplies associated with patient care, except prescribed drugs and personal items. These items cannot be billed by the Respite Care provider to Medicaid or the client.

Examples of items included in the per diem rate are: durable medical

equipment, nonprescription drugs, underpads, suctioning equipment and supplies, and NG tube equipment and feedings. Other examples include supplies necessary for dressing changes, ostomy catheter, and tracheostomy care.

Examples of personal care items are soap, mouthwash, deodorant, shampoo, and clothing.

3. Services will be provided in keeping with the client's needs and the provider will establish a client file, which includes the physician's respite orders (DHHS Form 122), the home and community-based waiver service authorization, the facility plan of care and documentation of all care and services provided.
4. The Provider will notify the Case Manager/Service Coordinator within twenty-four (24) hours if the client is admitted to the hospital, dies, returns home or no longer requires Respite Care Services.
5. The Case Manager/Service Coordinator will authorize Respite Care Services by designating the amount, frequency and duration of the services for clients in accordance with the client's service plan. Services must not be provided prior to the authorized start date as stated on the service authorization form.
6. Prior to or at the time of admission to Respite Care, the Case Manager/Service Coordinator will send the provider the Respite Services SCDHHS Form 122 which includes the physician's admission order, the client's medical history and physical examination report that is not over 5 days old and the client's Service Plan. If it is not possible to obtain the SCDHHS Form 122 prior to admission, the Case Manager/Service Coordinator will send a copy of the medical information from the Medicaid waiver assessment form in lieu of the medical history and the provider must obtain a physical examination report within 48 hours of admission.

E. Administrative Requirements

1. The Provider agency shall designate an individual to serve as the agency administrator. This does not have to be a full time position; however, the designated administrator must have the authority and responsibility for the direction of the Provider agency. The Provider agency shall notify SCDHHS within three (3) working days in the event of a change in the agency Administrator, address, or phone number.
2. The organization, administrative control and lines of authority for the delegation of responsibility down to the hands-on client care level staff shall be set forth in writing. This shall be readily accessible to all staff and shall include an organizational chart. A copy of this shall be forwarded to SCDHHS at the time the contract is implemented. Any future revisions or modifications shall be distributed to all staff of the Provider agency and to

SCDHHS.

3. The Provider agency must have written bylaws or equivalent which are defined as "a set of rules adopted by the Provider agency for governing the agency's operations." Such bylaws or equivalent shall be made readily available to staff of the Provider agency and shall be provided to SCDHHS upon request.
4. Administrative and supervisory functions shall not be delegated to another agency or organization.
5. A governing body or designated persons so functioning shall assume full legal authority for the operation of the Provider agency. A listing of the members of the governing body shall be made available to SCDHHS upon request.
6. An annual operating budget, including all anticipated revenue and expenses related to items which would under generally accepted accounting principles be considered revenue and expense items, must be submitted to SCDHHS prior to the signing of the initial contract with SCDHHS. The Provider agency must maintain an annual operating budget which shall be made available to SCDHHS upon request.
7. The Provider agency must acquire and maintain for the duration of the contract liability insurance and worker's compensation insurance to protect all paid and volunteer staff, including board members, from liability and/or injury incurred while acting on behalf of the agency. The Provider agency shall furnish annually a copy of the insurance policies to SCDHHS.

Effective July 1, 2005