

APPENDIX A-
MEDICAID HOME AND COMMUNITY-BASED WAIVER
SCOPE OF SERVICES
FOR
RESPIRE CARE IN A COMMUNITY RESIDENTIAL CARE FACILITY

A. Objective

The objective of Respite Care services in a Community Residential Care Facility (CRCF) is to provide temporary care for Medicaid waiver participants who live at home and are cared for by their families or other informal support systems.

B. Conditions of Participation

Providers of Respite Care services in a CRCF must meet all SCDHEC standards for licensure and must comply with all requirements of this Scope of Services.

Providers must accept or decline referrals from CLTC or DDSN within two (2) working days. Failure to respond will result in the loss of the referral.

The Provider will be responsible for verifying the participant's Medicaid eligibility when it has accepted a referral and monthly thereafter to ensure continued eligibility. Providers should refer to the CLTC Services Provider Manual for instructions on how to verify Medicaid eligibility.

Providers may use paperless filing systems. When using electronic filing systems any documentation requiring signatures must be signed prior to scanning. Electronic records must be made available upon request, and providers must have a reliable back-up system in the event their computer system shuts down.

C. Description of Services to be provided

1. Respite care will be provided in a licensed CRCF which is contracted with SCDHHS to provide Respite Care services to Medicaid waiver participants.
2. The facility must be wheelchair accessible as well as equipped with a handicapped bathroom.
3. The unit of service will be a patient day which is defined as a twenty-four (24) hour period, including the day of admission and excluding the day of discharge.
4. Total patient days allowed per fiscal year (July 1 – June 30) is twenty-eight (28). This includes any Institutional Respite days, if applicable.

5. The number of units of service provided to each participant is dependent upon the individual participant's needs as set forth in the participant's service plan, which is established or approved by the CM/SC. Services will be based on physician's orders.
6. 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 to Medicaid or the participant by the Respite Care provider.

An example of items included in the per diem rate is: non-durable medical equipment, such as diapers and underpads.

Items that are to be supplied by the participant and/or the responsible party are prescription and non-prescription medications and personal care items such as soap, mouthwash, deodorant, shampoo, and clothing.

7. Respite Care services will not be authorized for: (1) participants who are dependent upon oxygen or on a mechanical ventilator; (2) Participants who require tube feedings; (3) Participants who are diagnosed with either dementia or traumatic brain injury and have a history of wandering, unless there is documentation that appropriate safety measures are in place and have been reviewed and approved by the CLTC/SCDDSN state office prior to admission; or (4) participants who meet the Medicaid Nursing Facility skilled level of care (LOC) unless it is determined by the CLTC/SCDDSN state office prior to admission, that the participants do not require the daily attention of a nurse.

D. Staffing

The facility must be staffed by alert, oriented and appropriately dressed staff when a Medicaid Home and Community-Based waiver participant is in the facility. At a minimum, a certified nursing assistant must be on duty at all times when a Medicaid Home and Community-Based waiver participant is in the facility.

E. Conduct of Service

1. The CM/SC will authorize Respite care services by designating the amount, frequency and duration of the services for the participant in accordance with the participant's service plan. Services must not be provided prior to the authorized start date as stated on the service authorization form.

Upon request of the CM/SC for Respite care services, the provider will secure a prior admission agreement with the primary caregiver 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 for the responsible party to resume care of the participant after the authorized respite period.

2. The CM/SC will use the SCDHHS Form 122RC to obtain the physician's order for Respite Care, which includes the participant's medical history and a report of a physical examination that occurred no more than thirty (30) days prior to admission. SCDHHS Form 122RC will be sent to the provider prior to or at the time of the participant's admission to Respite care.
3. Upon request of the CM/SC for Respite care services, the provider will secure a prior admission agreement with the primary caregiver 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 for the primary caregiver or responsible party to resume care of the participant after the authorized respite period.
4. The provider will establish a participant file, which includes the physician's respite orders, the prior admission agreement, the Home and Community-Based waiver authorization, the facility's plan of care and documentation of all care and services provided.
5. The Provider will notify the CM/SC within twenty-four (24) hours if the participant is admitted to the hospital, dies, returns home or no longer requires Respite care services.

E. Administrative Requirements

1. The Provider must inform CLTC of the provider's organizational structure, including the provider personnel with authority and responsibility for employing qualified personnel, ensuring adequate staff education, in-service training, and employee evaluations. The Provider shall notify SCDHHS within three (3) working days in the event of a change in or the extended absence of the personnel with the above listed authority.
2. The Provider must provide SCDHHS with a written document showing the organization, administrative control and lines of authority for the delegation of responsibility down to the hands-on participant care level staff at contract implementation. The document should include an organizational chart including names of those currently in the positions. Revisions or modifications to this organizational document must be provided to SCDHHS. It is recommended that this document be readily accessible to all staff.
3. Administrative and supervisory functions shall not be delegated to another agency or organization.

4. The provider agency must acquire and maintain for the duration of the contract liability insurance and worker's compensation insurance as provided in Article IX, Section D of the Contract. The Provider is required to list SCDHHS – CLTC as a Certificate Holder for informational purposes only on all insurance policies using the following address: Post Office Box 8206, Columbia, SC 29202-8206.

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