



## THE MICHIGAN AFFORDABLE ASSISTED LIVING PROGRAM

### MODEL TENANT SERVICES AGREEMENT

*This Tenant Agreement and all associated forms are provided as a template or a model for use by affordable assisted living (AAL) residences. They are meant to provide insight to assist a professional in creating agreements appropriate to the needs and circumstances of an individual AAL residence.*

*AAL providers shall develop a statement of tenant services as a primary vehicle to inform tenants of what service provisions can be expected and to assure that tenants are informed about available services, their cost and rate changes, grievance procedures and quality management practices, choice in providers and other service related information.*

*The Housing with Services Contract Act (PA 424) requires housing with services establishments to develop a contract between the establishment and the tenant if personal care and health related services are provided either directly or through an arrangement of the establishment. Basic contact information is required to be included such as the name and address of the establishment, the owner and the managing entity. The Act also requires that contracts and related documents are retained for at least 3 years after the date of termination of each contract.*

# Table of Contents

	<i>Page:</i>
<b>The Affordable Assisted Living Program</b>	<b>3</b>
<i>AAL Project Values</i>	4
<i>Informed Decision Making &amp; Choice in Service Providers</i>	4
<b>AAL Services &amp; Supports Overview</b>	<b>4</b>
<i>AAL Services Available</i>	5
<i>Staffing</i>	5
<i>24 Hour Staffing, Tenant Rights</i>	5
<i>Protected Health Information</i>	6
<b>Service Support Levels and Private Fees</b>	<b>6</b>
<i>Service Cost, Adjustments to Fees, Billing &amp; Payment</i>	6
<i>Services Termination</i>	6
<b>Public Funding</b>	<b>7</b>
<i>Medicaid MI Choice Program, Area Agencies on Aging Services, Medicaid PACE Program</i>	7
<i>Community Based Program Opportunities – Chart</i>	8
<i>Apartment Manager Services</i>	8
<b>Other Considerations</b>	<b>8</b>
<i>Medicaid Services if You Move</i>	8
<i>Provider Quality</i>	9
<i>Tenant Complaints or Grievances</i>	9
<i>Non-retaliation</i>	9
<b>Attachments</b>	
A. <i>Services Risk Management Plan</i>	10
B. <i>Tenant Rights</i>	11
C. <i>Private Pay Monthly Service Fees</i>	12
D. <i>Medicaid Eligibility for MI Choice &amp; PACE Programs</i>	13
E. <i>Tenant Services Complaint Process</i>	15

## MI AFFORDABLE ASSISTED LIVING TENANT SERVICES

The purpose of this information is to provide you with a statement of the services that are offered to the tenants at this assisted living residence and to inform you about the Affordable Assisted Living (AAL) program. AAL was developed by the Michigan State Housing Development Authority (MSHDA) and state partnering agencies to provide housing with services to seniors with varying income amounts. This includes apartments with rents priced at rates for tenants who can pay the fair market or private pay rates and apartments with rents priced at rates that are affordable to adults with limited incomes. Services are also available for tenants who are able to pay the private rates and for tenants who qualify for Medicaid or other public programs that pay for services available at this residence.

Medicaid is the federal and state funded program that provides health care coverage for people with low incomes and minimal assets. Medicaid pays for hospital care, doctors' services, long term care and other health services. Medicaid can also pay for many of the services offered at this residence for tenants who meet the eligibility requirements.

MSHDA and a state level AAL Steering Committee have designated this residence to be part of the AAL program. The types of services offered include meals and housekeeping and help with dressing, bathing, hygiene, medications, monitoring health conditions, 24 hour supervision and many other areas of support. This document provides information on what services are available and their cost, your rights as a tenant, public programs that may assist with the cost of services and other information.

### **I. The Affordable Assisted Living Program**

The AAL program provides housing and services for persons who can no longer remain home and those who prefer to live in residences with available community based services. AAL is also an option for current nursing home residents to return to the community and receive less costly in-home services. AAL is a community based program providing personal care and in-home health related services with 24 hour supervision for your safety and security.

Generally; the arrangement of services include meals, housekeeping and activities provided by the apartment operator and personal care and health related services provided at the residence from the on-site service provider or other in-home service providers chosen by tenants. The on-site provider will also provide or coordinate with other service providers to arrange for skilled home health, hospice and other services that you may need.

The project was initiated from MSHDA which formed partnerships with other state organizations through the AAL Steering Committee. This Committee developed a working philosophy to define AAL values and to help frame decisions for both the physical design of the residence and the amount and types of services available.

## 1. AAL Project Values

The program works to combine housing design features and a broad range of services that support tenants to “**Aging in Place**” or remain in their apartment and avoid having to move to a different setting due to a change in health status or ability to perform daily activities. In regard to **privacy**, each apartment includes private sleeping quarters and bathroom, lockable doors and individual temperature controls.

The process for planning and providing your services honors and **supports your independence, preferences and choices**.

**A. Health & Safety Risk Management.** In the event that your decisions about your service needs or health and safety may conflict with the services provider judgments for accepting needed services, following meal or medication regimens and other crucial needs; efforts will be made to work with you to reduce or manage risk. Risk can be managed through the service planning process in which your preferences are discussed and any risks are identified. A managed risk agreement is provided in **Appendix A** of this document.

## 2. Informed Decision Making & Choice in Service Providers

Informed decision making includes information and encouragement from service funders and AAL housing and services staff to help you make the best use of the on-site AAL provider as your preferred choice or as a back-up support to another provider that you have chosen. Generally, the on-site provider offers the best opportunity to address both the planned and unplanned needs of AAL tenants in that staff is available on-site, around the clock, to address scheduled and any urgent needs for services that may occur. Also, the housing operator directly monitors the performance of the on-site provider in the delivery of services.

If another provider is used for the delivery of either publicly funded or private pay services, your plan of services will clearly state that the on-site AAL provider is part of an emergency back-up plan.

## II. AAL Services & Supports Overview

Personal care and health-related services are available through two payment options; private pay charges and Medicaid and other publicly funded services from federal, state and local resources. The charge for such care and assistance will be billed to the tenant monthly if paying private fees or will be supported by a publically funded program for tenants that meet program eligibility requirements. A number of community agencies offer services for tenants who may not

be able to afford private fees; more information on these programs is provided later in this document.

The type and amount of services are provided based upon each tenant's level of need. Monthly charges or levels of support from AAL providers will change when your level of need increases or decreases.

**1. Available AAL Services.** The array of services available from the AAL provider for tenants through private fee and public payment sources include:

Homemaking and Personal Care

Private Duty Nursing

Counseling Services (including family and friend caregiver supports)

Environmental Accessibility Adaptations (home modifications)

Home Delivered Meals

Transportation

Nursing Facility Transition Services (help to move out of a facility and into AAL)

Personal Emergency Response System

Specialized Medical Equipment and Supplies

Other Care including: Blood Sugar Monitoring, Medication Set-up & Administration, Wound Care, Bowel Management Programs, and others.

**A. Staffing.** Health-related assistance may be provided by licensed staff or unlicensed staff that are supervised. The AAL provider must provide training and supervision to personal care and other services staff. Skilled disciplines, such as nurses and physical therapists, also receive training and supervision and follow state licensing regulations in the performance of their services.

The level of staff assistance provided will be personalized and adjusted as your needs change based upon assessments conducted by the AAL service provider.

**B. 24 Hour Staffing Policy.** Staff will be available 24 hours per day to provide you with needed supervision and/or services.

**C. Tenant Rights.** You have rights relating to the delivery of AAL services including voicing complaints if issues arise; please see **Appendix B**.

D. **Protected Health Information.** AAL providers are required to follow the terms of the *Notice of Privacy Practices*, which describes its legal duties and your rights in regard to the use of your Protected Health Information. Protected Health Information (PHI) is information that may be used to identify you that is created or received by the AAL provider related to your health conditions, treatment, or payment for treatment. Typically, PHI includes assessment and individual service plan information and case notes made while providing services to you. The provider limits disclosures of PHI to only the information necessary for purposes of treatment, payment or health care operations.

2. **Service Support Levels and Private Fees.** Tenants paying privately for services will be charged a monthly service fee based on the tenant's current level of need. These services will be evaluated by AAL service provider staff and the tenant (and other individuals of the tenant's choosing) and will be outlined in an individualized service plan developed with the tenant.

A. **Service Costs.** The current fees for the various service levels are displayed in the attached **Appendix C**. The types and levels of services will be reviewed and revised with each tenant on at least an annual basis or when a tenant experiences important changes in service needs. If the tenant and service provider determine that a change is needed, the change will occur right away.

B. **Adjustments to Fees or Services.** The AAL program will give a thirty (30) day written notice of any change in the service fees or charges.

C. **Billing and Payment.** An invoice shall be sent to the tenant and/or other party responsible for the payment of the tenant's service fees, by the 20<sup>th</sup> of each month, with payment due on the first (1) of the next month. The party responsible for payment of the tenant's fees will be determined before admission to the AAL residence.

D. **Services Termination;** termination of services **by the tenant;** you may stop or terminate all or part of the services in your service plan at any time, with or without cause (you do not need to state a specific reason for the termination). Termination **by the provider** may occur for the following reasons:

- **Failure to Make Payments.** Private pay tenants are required to make all payments due to the AAL provider in a timely manner. Services may be interrupted if payment is late by 30 days or more.

- **Other Provider Service Termination.** Services will be interrupted if tenants demonstrate verbal, physical or psychological abuse of any AAL provider staff.

3. **Public Funding.** The AAL provider will accept payment and/or coordinate with other providers for services paid from private insurance, Medicare, Medicaid and other sources.

**A. Participation in the Medicaid MI Choice Program;** the AAL provider is a provider of Medicaid community based services available in this AAL residence. Services include meals, personal care and other health related services. If you are eligible for the MI Choice program, Medicaid may pay for all or a part of your monthly service expenses.

For more information on the Medicaid Waiver program, contact the AAL provider's clinical supervisor or AAL program director. For more information on eligibility requirements, please see **Attachment D**.

**B. Participation in Area Agency on Aging (AAA) services;** AAAs provide and fund a broad array of services and information to older adults and caregivers in need of support and care. Services include information & referrals to community agencies, meals, personal care and the coordination of health related services.

**C. Participation in the Medicaid PACE Program;** the Program of All-Inclusive Care for the Elderly is a managed care program that coordinates Medicare and Medicaid benefits with a focus on services provided and planned through an adult day health center. The PACE program becomes the only source of services for Medicare and Medicaid eligible enrollees including adult day care, in-home services and hospital and nursing home care as needed.

Medicaid may pay for all or a portion of the tenant's monthly service fees. For more information on this program, contact the AAL provider's clinical supervisor or AAL program director. For more information on eligibility requirements, please see **Attachment D**.

**D. Community Based Program Opportunities;** The following displays information about publically funded LTC options for qualifying AL Tenants:

COMMUNITY BASED LTC PROGRAMS	ELIGIBILITY	CONTACT
MI Choice Program	18 years or older and meet nursing facility level of care and require at least one of the available waiver services. Also financial eligibility requirements; \$2,022 monthly income & \$2,000 asset limit	Area Agency on Aging or other local MI Choice agency  Telephone #
Care Management and related services coordination programs	Age 60 years or older & meet physical health status requirements. No financial requirements	Area Agency on Aging  Telephone #
Program of All-Inclusive Care for the Elderly (PACE)	Must be 55 years or older, reside in a specified geographic area, meet nursing facility level of care requirements and meet the same financial eligibility limits as the MI Choice program	PACE organization  Telephone #
Home Help	Determined through the Department of Human Services (DHS); must have a functional limitation & meet income & asset limits	County DHS office – Adult Services Unit  Telephone #
Senior Millage	County funded community based services for individuals age 60 years or older & meet physical health status requirements. No financial requirements	Area Agency on Aging or local county millage administrator  Telephone #

**4. Apartment Manager Services.** Rent requirements and services provided by the apartment management are defined in your lease agreement including cost, billing and payment expectations and other information.

**III. Other Information**

**1. Medicaid Services if You Move.** If you move to another community based residential setting other than this AAL residence and continue to qualify for the Medicaid MI Choice

or PACE program; services will go with you to the new residence. This includes another AAL, other publicly funded housing, a private apartment or a private home.

**2. AAL Provider Quality.** Providers operate from quality management plans that are available for review and input from tenants. Provider employees also receive AAL specific training.

**3. Complaint or Grievance Process.** You are encouraged to voice concerns or grievances and suggest changes in the way services are provided to the AAL provider staff and/or to outside representatives of your choice. You, or your representative, will offer any concerns or grievances to the AAL provider in writing to investigate and resolve. See **Appendix E** for the complaint process related to AAL provider services.

**4. Retaliation Prohibited.** The AAL provider shall not discriminate or retaliate in any way against you, your representatives, or an employee of the AAL provider who has initiated or participated in any complaint or grievance that you may have.

**IV. Acknowledgement.**

The following signature reflects that the tenant services information has been reviewed:

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Your (Tenant) Signature or Responsible Party, please sign above & Date

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Please print Your Name Above

**THE ASSISTED LIVING PROGRAM;**

By: \_\_\_\_\_

Staff Name

Title

**ASSISTED LIVING MANAGED RISK AGREEMENT**

Tenant Name \_\_\_\_\_ Apt # \_\_\_\_\_ Date \_\_\_\_\_

Concerns or issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Tenant preference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Expected consequences of Tenant's preference: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Options to minimize risk: \_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

Agreement/plan: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Tenant/Tenant's Representative \_\_\_\_\_ Date \_\_\_\_\_

Signature of Administrator/Designee \_\_\_\_\_ Date \_\_\_\_\_

STATEMENT OF TENANTS' RIGHTS

**As a participant in Affordable Assisted Living services, you have a right to:**

- Receive considerate, respectful care and, at all times, be treated with dignity.
- Be free from any verbal, sexual, mental, and physical abuse.
- Freely and actively participate in developing your plan of services.
- Involve any other person(s) in the individual service planning process.
- Receive complete and written information regarding your plan of care.
- Refuse medical treatment and/or any other service and to be informed of any and all possible ramifications.
- Privacy and confidentiality concerning your health, social and financial circumstances as well as your records and what takes place within the AAL residence.
- Refuse to provide any information you do not wish to share, with the understanding that this refusal may affect your eligibility status.
- Be informed of the agency's policies and procedures including costs, qualifications of personnel and supervision.
- Examine any and all bills of service, regardless of whether they are paid for out-of-pocket or through other sources.
- File a grievance or complaint if service issues or problems arise.
- To have the Tenant's visitors, including ombudspersons and advocacy persons, permitted to visit privately during reasonable hours and without prior notice, provided that the rights of other tenants are not infringed upon.

**AAL PERSONAL CARE & HEALTH RELATED SERVICES**

**PRIVATE PAY MONTHLY SERVICE FEES**

*(Fees and services subject to change upon a 30 day advance notice)*

*NOTE; each AAL provider shall describe the method for determining service fees with clarity and detail. Please see the following example:*

**An individual service plan is developed with each tenant using a team approach with the tenant, family (if desired by the tenant) and staff. Based on the assessment and the individual plan of services needed by the tenant, the specific service level and cost are determined as follows:**

Level 1 - \$\_\_\_\_\_ : Level 1 tenants are fairly independent and may receive basic services including laundry and housecleaning if needed and some limited assistance with personal care-related services (1 or 2 times per week).

Level 2 - \$\_\_\_\_\_ : Level 2 tenants receive basic services as needed and moderate amounts of assistance with either personal care-related services and/or assistance with orientation and supervision due to memory loss or confusion (3 to 5 times per week).

Level 3 - \$\_\_\_\_\_ : Level 3 tenants receive basic services plus extensive amounts of assistance with personal-care related services and/or assistance with orientation and supervision due to memory loss or confusion (daily or multiple times per day).

Level 4 - \$\_\_\_\_\_ : Level 4 tenants require basic services, extensive assistance with personal care services and services provided by a Licensed Practical Nurse.

Level 5 - \$\_\_\_\_\_ : Level 5 tenants require basic services, extensive assistance with personal care services and require a Registered Nurse to supervise services provided by an Licensed Practical Nurse or personal care staff and/or provide oversight of the individual plan of services.

## **Affordable Assisted Living and Eligibility for MI Choice & PACE Programs**

The Affordable Assisted Living project was developed by the Michigan State Housing Development Authority and state partnering agencies to offer rents priced at levels that are affordable for seniors with limited financial resources and to offer services funded by Medicaid and other public sources. The cost of services in Assisted Living can be a serious concern for some tenants. It may be possible to receive support for the services you need through the MI Choice or PACE programs. These programs are funded by Medicaid which is the federal and state funded program that provides health care coverage for people with low incomes and minimal assets. Medicaid pays for hospital care, doctors' services, long term care and other health services.

### **MI Choice & PACE Medicaid Eligibility**

In addition to traditional Medicaid funded services, the MI Choice and PACE programs provide a number of personal care and health related services that support consumers who wish to remain at home, including living in Affordable Assisted Living residences. Services provided include personal care, nursing, meals, transportation, counseling and many other services that are currently available in Affordable Assisted Living residences.

People must qualify for the Medicaid funded MI Choice or PACE programs and meet eligibility requirements which can be complicated. Both programs serve persons who meet the admission criteria for nursing facilities but who wish to reside at home and in housing with services settings like Affordable Assisted Living. MI Choice program staff can determine if your health conditions would meet this requirement through an assessment of your health status.

### **Physical Functioning or Medical Eligibility**

Examples of people who meet the criteria include those that need help with moving around in bed, transferring from bed to a chair and/or toileting. Other examples include people having trouble remembering things important to daily living like taking medications and people who have certain serious conditions like bed sores, require daily oxygen, are receiving end of life care, physical therapy and other conditions and treatments.

### **Financial Eligibility**

People must also meet income and asset eligibility requirements and provide proof of the information provided in a Medicaid Application. MI Choice and PACE programs can only provide services for people whose income and assets fall within the eligibility guidelines or requirements. MI Choice staff can help in completing the Medicaid application and gathering the documents to verify the financial information stated in the application. Applications are reviewed by the Department of Social Services which determines if you qualify for Medicaid coverage.

**Income**

Only your income is considered for the application, the incomes of a spouse or other family member are not considered for MI Choice and PACE programs. For the current year, income from all sources cannot be greater than \$2,022 per month. Income sources include:

Social Security (Gross)                   \$ \_\_\_\_\_      Pensions           \$ \_\_\_\_\_  
Supplemental Security Income (SSI)   \$ \_\_\_\_\_      Annuities           \$ \_\_\_\_\_      Other \$ \_\_\_\_\_

**Total Income** \$ \_\_\_\_\_; if the total of all of your income sources is \$2,022 or less and this can be proven or verified through the application process, you have met the income eligibility requirement. Please note that Veteran’s Aid and Attendance benefits are not counted as income by the Department of Social Services.

**Assets**

You are allowed to have up to \$2,000 in total countable assets to meet Medicaid eligibility requirements for assets. The list of assets considered for the Medicaid application is lengthy. Generally, only one car and a home are excluded from your total assets. Assets that are reviewed and considered during the application process include:

Checking & Savings Accounts, CDs,   Retirement accounts (IRA, 401K),   Stocks & Bonds,  
Money Markets,                    Trusts,                    the Cash value of Life insurance policies,   Annuities,  
Land Contracts,                    Property (such as rental income),   Vehicles (other than 1 car).

All assets that are counted and owned by you and a spouse are considered; it doesn't matter in whose name they are placed. However; Medicaid rules allow dividing assets between the person applying and a spouse based upon a formula. The intent is to protect some assets for a spouse not participating in the Medicaid program. Generally, one half of countable assets would be protected for your spouse up to about \$100,000. MI Choice staff can help determine the amounts that will be assigned as your share for the application and the amount to be protected for your spouse.

Processing Medicaid applications cannot be completed until all verification items are submitted. Items include documents that prove that income and asset information reported in the application are correct. This includes copies of bank statements, statements for other accounts, life insurance face sheets and other documents.

**If you believe that you may meet these eligibility requirements, please contact the Executive Director of this residence for a confidential discussion and referral information for the MI Choice program.**

## **AFFORDABLE ASSISTED LIVING TENANT SERVICES COMPLAINT PROCESS**

All consumers of AAL services **have a right to state concerns and complaints** for any cause of distress with the way services are provided or with the service provider's performance. AAL service providers will address complaints in a professional and timely manner and provide the following process for tenants to voice complaints.

Complaints may be addressed by the AAL service provider through either an informal or formal process. If the informal process fails to resolve issues, the tenant may follow a more formal process.

### **Informal Complaint/Grievance Process (First Steps)**

1. Tenants or their representative discuss concerns with the direct care worker or supports coordinator.

*If this does not resolve the issue then:*

2. Concerns are discussed with the worker's immediate supervisor in attempt to resolve the matter.

*If this does not resolve the issue then:*

3. Tenants develop and send a **written complaint** (usually in the form of a letter) to the immediate services supervisor within **ten days** of the initial contact with the immediate supervisor to begin the **Formal Grievance Process**.

**Formal Complaint/Grievance Process** (to be followed when the informal process fails to resolve the issue or conflict).

1. The service provider agency's Executive Director or designee will contact the tenant or representative **within ten days** of receiving the written complaint in an attempt to resolve the issue.

*If this does not resolve the issue then:*

2. The tenant may request, in writing, a **hearing** before the service provider **Board of Directors** within **five days** after speaking with the Executive Director or designee.

▯ The Board of Directors will hear the case at the next scheduled Board Meeting, *if* the complaint is received within three weeks of that scheduled meeting. The tenant is notified, in writing, of the hearing date

3. At the hearing;

▯ The tenant or representative will have a maximum of **15 minutes** to present their concerns.

▯ Service provider staff will have a maximum of **15 minutes** to discuss the issues.

4. The Board or a sub-group of Board Members will decide appropriate decisions and actions related to the grievance. The tenant will receive written notification of Board decisions and actions within five days of the hearing.