**Section 280.200 Eligibility Requirements**

The project shall meet the following criteria:

a) Facilities participating in the Community Based Residential Facilities Demonstration Project (CBRFDP) shall comply with:

1) all current local, State and federal residential statutes, standards and/or regulations for multi-unit dwellings;

2) all CBRFDP minimum service components/requirements as follows:

A) CBRFDP facilities must provide all of the following:

i) Meals provided in a congregate dining room and/or the tenant's own room and prepared by the facility or an outside contractor;

ii) Routine housekeeping, which includes, but is not limited to, vacuuming, dusting and cleaning the kitchen and bathroom(s) of the tenant's unit;

iii) Security provided 24 hours each day and implemented by locked entrances and/or building or contract personnel. All tenants shall have 24 hour access to the building;

iv) Emergency response system in place 24 hours each day by which a tenant can notify building management, an emergency response provider, or others able to respond to his/her need for assistance; and

v) Laundry service, which must include, at a minimum, the laundering of tenant's linens.

B) CBRFDP facilities must directly provide or arrange for another entity to provide, with the consent of the tenant and/or tenant's representative, one or more of the following:

i) Personal care, which is one or more of the following: assistance with bathing, dressing, grooming, ambulation, toileting, transferring, meal planning and/or personal laundry.

ii) Medication management, which is one or more of the following: reminders to take medication, monitoring of tenant's medications, storage of medications and/or assisting tenant with medications set up by a family member or nurse.

iii) Money management, which is one or more of the following: assisting tenant with paying bills, balancing accounts and/or referrals to a financial institution. All facilities providing money management services shall maintain a fidelity bond or equivalent insurance. Such bond or equivalent insurance shall be sufficient to cover the loss of funds caused by any loss, mistake, misuse or theft by the volunteers or staff directly providing the service.

iv) Intermittent health services, which are one or more of the following: medication administration, dressing changes, catheter care, therapies and other medical, nursing or rehabilitative care provided by personnel licensed pursuant to the Illinois Home Health Agency Code [210 ILCS 55] and by the Illinois Department of Professional Regulation.

C) CBRFDP facilities may provide any or all of the following:

i) Transportation, which is a car and/or van service to shopping, medical appointment, etc.

ii) Health assessment, which is a health history, physical examination, risk profile and/or screening by a licensed professional.

iii) Counseling for health, social services and nutrition by a licensed professional.

iv) Social/educational activities, which are arrangements for trips, classes, lectures and parties in or outside the facility.

3) all statements and/or proposals delineated by the facility in the Request for Application for CBRFDP and all subsequent CBRFDP contract requirements.

b) All facilities participating in the CBRFDP shall execute a written contract with each individual tenant or the legal representative of that tenant. The tenant or tenant's legal representative must be given a copy of the contract, all supporting documents and attachments and any changes when they occur. The contract format shall be approved by the Department and shall include at least the following elements in the body or through supporting documents or attachments:

1) Name, street address and mailing address;

2) The name and mailing address of the owners of the facility and, if the owners are not a natural person, identification of the type of business entity of the owners;

3) The name and mailing address of the managing agency, through management agreement or lease agreement, of the facility, if different from the owners;

4) The name and address of at least one natural person who is authorized to accept service on behalf of the owners and managing agent;

5) Statements describing the registration of the facility and the licensure status of any provider providing health related or supportive services for the individual tenant under an arrangement with the facility;

6) Term of the contract;

7) The cost to be paid by the tenant and a description of the services to be provided;

8) Description of any additional services to be provided, for an additional fee, by the facility directly or by a third party provider through arrangements with the facility;

9) Fee schedules outlining the cost of any additional services;

10) Description of the process through which the contract may be modified, amended or terminated;

11) Description of the facility's complaint resolution process that must be available to all tenants;

12) The tenant's designated representative, if any;

13) The requirements for residency and receipt of services;

14) Billing and payment procedures and requirements;

15) A statement regarding the ability of the tenants to receive services from service providers with whom the facility does not have a contractual agreement. Such a statement may disclaim liability on the part of the facility for such services;

16) A statement regarding the availability of public funds for payment for residence or services in the facility;

17) A statement that acknowledges that all tenants of the facility maintain their rights. Some of these rights include, but are not limited to:

A) Constitutional rights;

B) The right to participate or not to participate in religious services of one's choice;

C) The right to retain and use personal property and a place to store personal items that is locked and secure;

D) The right to refuse services and to be advised of the consequences of that refusal;

E) The right to respect bodily privacy and dignity at all times, especially during care and treatment;

F) The right to privacy with regard to mail, telephone calls and visitors;

G) The right to vote;

H) The right to be free of retaliation for criticizing the facility or making complaints to appropriate agencies;

I) The right to be free of restraints;

J) The right to be free of abuse and neglect;

K) The right to confidentiality of personal files maintained by the management; and

L) The right to access personal files maintained by management;

18) A statement that acknowledges that all applicants and tenants will be required to be assessed by their local Case Coordination Unit and that information will be gathered in order to further evaluate the CBRFDPs; and

19) A statement that acknowledges that all tenants have the right to contact the Department through the Senior HelpLine regarding any complaints with regards to services provided by the facility or other contracted service providers. This statement must also include information on the right of the individual to appeal actions taken by:

A) The Case Coordination Unit;

B) A provider of service; or

C) The Department on Aging.

c) Individuals participating in the CBRFDP shall:

1) be at least 60 years of age;

2) exhibit a need for long term care pursuant to 89 Ill. Adm. Code 240.727;

3) be subject to a needs assessment and development of a Plan of Care, by the appropriate Case Coordination Unit (CCU), in accordance with Community Care Program (CCP) time frames and requirements; and

4) be subject to the eligibility requirements for any and all services provided under the CBRFDP.

d) All individuals who participate in the project shall have standard CCP appeal rights of the denial or alteration of service(s) designated by the Plan of Care under the CBRFDP. Appeals shall be conducted pursuant to 89 Ill. Adm. Code 240.400 through 240.485.

e) If a project is providing *sheltered care, or other nursing home care as defined in the Nursing Home Care Act* [210 ILCS 45] (Section 4.02(b) of the Illinois Act on the Aging [20 ILCS 105/4.02(b)]), the project shall apply for a waiver from the Illinois Department of Public Health, within 90 days after Department approval, in the form and manner prescribed by the Illinois Department of Public Health.

f) If the Illinois Department of Public Health denies or withdraws a project's waiver, the Department shall immediately terminate the project from the demonstration.