

## PUBLIC NOTICE OF PROPOSED RULEMAKING

---

**AGENCY:** Rhode Island Housing and Mortgage Finance Corporation

**DIVISION:** None

**RULE IDENTIFIER:** ERLID #3390

**REGULATION TITLE:** Rhode Island Housing Foundations of Senior Health Program

**RULEMAKING ACTION:** Direct Final

**DIRECT FINAL:** If no formal objection is received on or before March 20, 2017, Agency will file the repeal without further opportunity for public comment.

**TYPE OF FILING:** Repeal

**DATES:** Public Notice Date: February 16, 2017; End of Comment Period Date: March 20, 2017; Hearing Date, if any: TBD

### **SUMMARY OF PROPOSED RULE:**

The purpose of this repeal is to eliminate an obsolete rule. The Foundations of Senior Health Program subsidized the cost of homemaker and home health aid assistance to enable frail elderly, handicapped, and disabled persons living in Rhode Island Housing-financed development, to remain in the least restrictive environment. After a period of several years, the program ceased to operate. As a result, the rule no longer serves a practical purpose.

### **COMMENTS INVITED:**

All interested parties are invited to submit written or oral comments concerning the proposed repeal by March 20, 2017, to the address listed below.

### **ADDRESS FOR PUBLIC COMMENT SUBMISSIONS:**

Corinne Myers, Deputy General Counsel  
Rhode Island Housing and Mortgage Finance Corporation  
44 Washington Street, Providence, Rhode Island 02903  
[cmyers@rhodeislandhousing.org](mailto:cmyers@rhodeislandhousing.org)

### **PUBLIC HEARING:**

In accordance with RIGL § 42-35-2.8, an oral hearing will be granted if requested by twenty-five (25) persons, by an agency or by an association having at least twenty-five (25) members. A request for an oral hearing must be made within thirty (30) days of this notice.

**FOR FURTHER INFORMATION CONTACT:**

Corinne Myers, Deputy General Counsel  
Rhode Island Housing and Mortgage Finance Corporation  
44 Washington Street  
Providence, Rhode Island 02903  
(401) 277-1552  
[cmyers@rhodeislandhousing.org](mailto:cmyers@rhodeislandhousing.org)

**SUPPLEMENTARY INFORMATION:**

**Regulatory Analysis Summary and Supporting Documentation:**

No economic impact was identified in connection with this repeal. By this action, Rhode Island Housing proposes to repeal an obsolete rule, and does not (a) impose any compliance or reporting obligations; (b) require adherence to schedules or deadlines; (c) establish performance, design or operational standards; or (d) establish any other requirements, which may be consolidated or simplified or from which small businesses could be exempt. This repeal is intended to further the objectives of the Office of Regulatory Reform by eliminating an obsolete rule.

**Authority for This Rulemaking:** R.I. General Laws § 42-55-5(5)

**Regulatory Findings:**

In the development of the proposed repeal consideration was given to: (1) alternative approaches; (2) overlap or duplication with other statutory and regulatory provisions; and (3) significant economic impact on small business. No alternative approach, duplication, or overlap was identified based upon available information.

**The Proposed Action:**

Rhode Island Housing and Mortgage Finance Corporation proposes to repeal ERLID #3390 in its entirety:

## ~~RHODE ISLAND HOUSING FOUNDATIONS OF SENIOR HEALTH PROGRAM~~

### ~~SECTION 1: FOUNDATIONS OF SENIOR HEALTH PROGRAM~~

- ~~1.1 Program Purposes and Objectives. Rhode Island Housing (RIH) hereby promulgates Rules and Regulations (the "Regulations") applicable to the Foundations of Senior Health Program ("FOSH Program"). The primary purpose of the FOSH Program is to enable frail elderly, handicapped and disabled persons, living in Rhode Island Housing financed developments, to remain in the least restrictive environment through the provision of Homemaker/Home Health Aid assistance. The success of the FOSH Program hinges on the cooperation between RIH property managers, Resident Services Coordinators, the Home Care Agency and the residents.~~

### ~~SECTION 2: DEFINITIONS~~

- ~~2.1 "FOSH Program" means the Foundations of Senior Health Program as set forth in these Regulations.~~
- ~~2.2 "Corporation" means Rhode Island Housing and Mortgage Finance Corporation (RIH).~~
- ~~2.3 "Board" means the Board of Commissioners of the Corporation.~~
- ~~2.4 "Owners" means the owners or their designee (typically management companies) of a FOSH Development.~~
- ~~2.5 "Home Care Agency" means the agency that holds the contract to provide services in a FOSH Development.~~
- ~~2.6 "RSC" means a Resident Service Coordinator who works for the owner and has assigned hours at the FOSH Development.~~
- ~~2.7 "Eligible Developments" means those Corporation financed elderly and disabled developments whose owners have agreed to pay the annual fee and have an RSC assigned to the development.~~
- ~~2.8 "FOSH Development" means those Eligible Developments, which have been accepted to the FOSH Program.~~
- ~~2.9 "Residents" means those residents that have been assessed and entered into the FOSH Program for services.~~
- ~~2.10 "Co-Pay" means the hourly fee the resident will pay for the contracted services based on a sliding scale.~~

### ~~SECTION 3: DEVELOPMENT SELECTION~~

- ~~3.1 Eligible Developments may participate in the FOSH Program provided they:
  - ~~3.1.1 Have a Resident Service Coordinator assigned to the Eligible Development, with sufficient hours to supervise the FOSH Program~~
  - ~~3.1.2 Are financed or administered by the Corporation~~
  - ~~3.1.3 Have the capacity to finance their share of the FOSH Program~~~~
- ~~3.2 If requests for participation exceed the available hours the Corporation shall select Eligible Developments according to the following criteria:
  - ~~3.2.1 Priority will be given first to those Eligible Developments currently participating in the FOSH Program~~
  - ~~3.2.2 Second priority will be given to Eligible Developments with participating management companies~~
  - ~~3.2.3 Remaining Eligible Developments will be selected based on demonstrated need and capacity to manage the FOSH Program.~~~~
- ~~3.3 All Eligible Developments invited to participate are required to contract with the corporation for the number of home care service hours needed.
  - ~~3.3.1 All contracts will be for two years~~
  - ~~3.3.2 Hours can be contracted in blocks of 10, 20 or 40 hours per week.~~
  - ~~3.3.3 Management companies with more than one FOSH Development may shift hours between their FOSH Developments based on resident need so long as the total number of hours used in any month does not exceed the total number of hours contracted for by the Owner for the FOSH Developments.~~~~

### ~~SECTION 4: HOME CARE AGENCY SELECTION~~

- ~~4.1 Eligible Applicants. Any Home Nursing Care Provider or Home Care Provider licensed and in good standing through the RI Department of Health under the Home Nursing Care Provider or Home Care Provider categories is an Eligible Applicant.~~
- ~~4.2 Application Process. Home Care Agencies will be selected through an open, competitive process.
  - ~~4.2.1 Request for Proposals. The Corporation will announce a Request for Proposals for Eligible Applicants for Homemaker/Home Health Aid services every two years.~~
  - ~~4.2.2 Homemaker services include light housekeeping, laundry, shopping/errands, and in-home meal preparation.~~
  - ~~4.2.3 Home Health Aid services include assistance with bathing and shampooing and range of motion tasks, and the provision of back, foot and skin care.~~
  - ~~4.2.4 RIH shall establish a working group to review applications. The group shall include, but not be limited to, Corporation staff, Resident Service Coordinators, representatives of an owner or management agent, representatives from the Department of Elderly Affairs and the Department of Human Services.~~~~

~~4.2.5 Review Criteria – In evaluating Proposals, consideration will be given to:~~

- ~~(i) Cost~~
- ~~(ii) Professional Experience/Qualifications~~
- ~~(iii) Capacity to meet the scope of services statewide~~
- ~~(iv) Quality and breadth of policies and procedures~~
- ~~(v) Licensing review~~
- ~~(vi) Rate of homemaker turnover~~

~~4.3 Contract awards shall be made by the Board taking into consideration staff and working group recommendations.~~

## ~~SECTION 5: RESIDENT SELECTION~~

~~5.1 All residents living in FOSH Developments are eligible to participate in the FOSH Program. Residents who contact the RSC requesting services will be admitted to the FOSH Program upon completion of the Activities of Daily Living Assessment and the availability of hours.~~

~~5.2 Residents may leave the FOSH Program at any time.~~

## ~~SECTION 6: RESPONSIBILITIES~~

~~6.1 The Corporation Management and coordination of the FOSH Program will be the responsibility of Corporation staff.~~

~~6.1.1 The Corporation will annually provide funding for the FOSH Program through a budget line item, subject to appropriations.~~

~~6.1.2 The Corporation shall collect quarterly deposits from owners for the contracted amount in the first month of the quarter in which services are to be provided.~~

~~6.1.3 The Corporation will pay the Home Care Agency the amount due from RIH and the FOSH Developments.~~

~~6.1.4 Semi annual visits will be performed by Corporation staff to each FOSH Development to monitor services and records.~~

~~6.2 Owners. Owners of FOSH Developments will agree to pay a share of the cost of the FOSH Program as established in the FOSH contract they hold with the Corporation.~~

~~6.2.1 The term of the contract will be two years.~~

~~6.2.2 Payment will be quarterly, with payments required during the first month of the quarter in which services are to be provided.~~

~~6.2.3 At the end of the fiscal year, if it is determined that the hours performed exceed the hours contracted, the Owner will be responsible for payment of the extra hours, minus the resident co-pay.~~

~~6.3 Home Care Agencies. The Home Care Agency will provide homemaker/HHA services in accordance with the two-year contract they hold with the Corporation.~~

~~6.3.1 The Home Care Agency will provide homemaker/HHA Services Monday – Friday, 8:00a.m. to 5:00 p.m. and Monday holidays, with the exception of~~

- ~~Thanksgiving, Christmas or New Year's Day, up to a maximum number of hours as defined by the contract with the Corporation.~~
- ~~6.3.2 The Home Care Agency will provide the Corporation a monthly bill for homemaker and HHA services rendered, detailing the hours of services, the co-pay amounts billed and the balance due by the Corporation for services rendered. Chore and/or time sheets approved in advance by the Corporation should be provided to substantiate this summary.~~
- ~~6.3.3 A copy of the chore sheet will be provided to the RSC of the FOSH Development.~~
- ~~6.3.4 The Home Care Agency will collect the co-pay amounts from residents. Agencies may charge for one hour of service for appointments that the resident does not keep and which are not cancelled according to Section 6.5.3.~~
- ~~6.4 The RSC. The RSC will manage the FOSH Program in the FOSH Development(s) to which they are assigned.~~
- ~~6.4.1 Through outreach activities the RSC will insure all residents are aware of the FOSH Program and how to participate~~
- ~~6.4.2 The RSC will perform the initial assessment and determine hours based on resident needs and hours available, services and the copay amount for the resident through a Work Plan.~~
- ~~6.4.3 The RSC will discuss resident progress with the homemaker on a monthly basis or more frequently if there are issues of concern.~~
- ~~6.4.4 The RSC will collect the chore sheet from the homemaker.~~
- ~~6.4.5 The RSC will complete a monitoring report annually on all participants in their assigned FOSH Development, by March 1.~~
- ~~6.4.6 The RSC will complete a full assessment on all participants annually, in August and upon termination of a resident's participation in the FOSH Program.~~
- ~~6.4.7 The RSC will assist the Home Care Agency with delinquent bills.~~
- ~~6.5 Residents. Residents must be home when their services are scheduled, courteous to the homemaker and pay the assessed co-pay when billed.~~
- ~~6.5.1 Residents will sign for services performed and agree to pay the co-pay.~~
- ~~6.5.2 The amount of their co-pay will be established during the initial and annual assessments and will be consistent with the schedule of the DEA Home and Community Care Co-pay Program.~~
- ~~6.5.3 The resident will reschedule or cancel their scheduled appointment 48 hours in advance or be subject to one hour's co-payment.~~
- ~~6.5.4 Consistent absences, nonpayment and/or anti-social behavior may be cause for termination of services.~~

## ~~SECTION 7: TERMINATION OF SERVICES~~

### ~~7.1 Residents~~

- ~~7.1.1. Residents may be removed from the FOSH Program for reasons consistent with Section 6.5.4.~~

- ~~7.1.2 Homecare agencies should notify RSCs of any co-payment in arrears for more than sixty days of the billing date.~~
- ~~7.1.3 The Home Care Agency and Resident Service Coordinator will develop a plan with the resident to insure payment.~~
- ~~7.1.4 If the resident does not make payment within 90 days, the Resident Service Coordinator will write a letter to the resident terminating the services. A copy will be sent to the Corporation.~~
- ~~7.1.5 If the resident is unavailable for services, the homemaker will notify the RSC, who will determine the cause for the absence and try to insure it does not reoccur. The RSC will also notify the resident that three uncancelled appointments will result in termination of services.~~
- ~~7.1.6 In the event there are three unkept appointments the RSC will write the resident a letter as notification and send a copy to the Corporation.~~
- ~~7.1.7 Disrespectful behavior to the homemaker will be cause for termination of services. The homemaker must notify the RSC immediately of this problem. The RSC will talk with the resident and if no improvement of behavior is forthcoming, the RSC will write a letter to the resident notifying them of their removal from the FOSH Program and send a copy to the Corporation.~~
- ~~7.1.8 Residents may appeal termination of services by contacting the Corporation's Supportive Services Program Coordinator in writing. The Program Coordinator will review the issues and make a final determination.~~

## ~~7.2 Home Care Agencies~~

- ~~7.2.1 The Corporation reserves the right to terminate a Home Care Agency's service contract in the event that the Home Care Agency's license is revoked for any reason, or there is a threat to the health or safety of the residents in any FOSH Development due to the failure of the Home Care Agency to provide the contracted services.~~

## ~~7.3 FOSH Developments~~

- ~~7.3.1 The Corporation reserves the right to remove a FOSH Development from the FOSH Program in the event that responsibilities set forth in these Rules and Regulations are not provided and such lack of provision presents a threat to the health or safety of the residents or payment of the quarterly assessment is 90 days in arrears.~~

## ~~SECTION 8: MISCELLANEOUS:~~

- ~~8.1 Waiver. Upon a finding and determination of Good Cause, the Corporation may waive any provision of the Regulations. Good Cause includes facts or circumstances where the granting of a waiver (i) is necessary to permit successful delivery of services, (ii) would not pose an undue financial risk to the Corporation, (iii) is necessary to carry out the purposes of the FOSH Program, and (iv) is consistent with the mission of the Corporation. Each waiver must be in writing and must be supported by documentation of the pertinent facts and circumstances.~~