



## Licensed Setting / Group Home Maintenance Responsibilities and Procedures

Landlords and providers serving consumers in a licensed setting/group home must comply with the maintenance requirements described in this document at all properties at which services are being provided under the contract with the Washtenaw Community Health Organization (WCHO).

### HOME MAINTENANCE STANDARDS OF QUALITY

All areas of the property, inside and outside, per the "Property Maintenance Responsibilities" section below must meet the following standards of quality per the descriptions listed below.

1. **Habitable:** The property, including miscellaneous items brought onto the property, will be maintained at a comfortable and respectable standard suitable for any person.
2. **Clean:** The property, including miscellaneous items brought onto the property, will be maintained in a clean, sanitary and healthy standard suitable for any person.
3. **Safe:** The property will be maintained with a level of safety suitable for any person inhabiting the property.
4. **Attractive Manner:** While ensuring the habitability, cleanliness, and safety of the property, the property will be maintained in an attractive manner suitable for any person.

### PROPERTY MAINTENANCE RESPONSIBILITIES

#### 1. LANDLORD Responsibilities:

The LANDLORD is responsible for the maintenance, repair, and/or replacement of items deemed the LANDLORD's responsibility in the lease agreement between the LANDLORD and the WCHO or between the LANDLORD and the State of Michigan in order to maintain the property per the "Home Maintenance Standards of Quality".

In addition to maintenance, repair, and/or replacement, LANDLORD responsibility may also include, but will not be limited to, financial maintenance charges, repair charges, service charges and fees, and incidental expenses. Lease agreements between the LANDLORD and the WCHO will be reviewed by the WCHO to determine the LANDLORD's responsibility with respect to maintenance, repair, and/or replacement of items at the property.

Should the lease agreement deem the LANDLORD responsible for the maintenance, repair, and/or replacement of an item at the property, the WCHO will contact the LANDLORD to inform him of (1) his responsibility to fix the item per the lease agreement (2) his responsibility to pay for the maintenance, repair, and/or replacement of the item and (3) the amount of time the LANDLORD has to complete the maintenance, repair, and/or replacement of the item. The WCHO will determine the amount of time the LANDLORD has to fix the item and will negotiate with the LANDLORD for the completion within that amount of time, usually between 30 and 90 days, depending on the complexity and urgency of the job. The LANDLORD is responsible for the necessary completion of the maintenance, repair, and/or replacement within that time period.

Should the LANDLORD neglect his responsibility per the lease agreement and/or fail to complete the maintenance, repair, and/or replacement of an item within the given period of time, the WCHO will hire an agency or handyman to complete the maintenance, repair, and/or replacement and will subtract the cost of the repair from the rental amount due to the LANDLORD the following month.

## 2. PROVIDER Responsibilities:

**WCHO Owned Properties:** When the WCHO is the owner of the property at which services are being provided, the PROVIDER is responsible for all normal preventative maintenance, repairs, and replacements inside and outside of the property that are necessary to maintain the property per the "Home Maintenance Standards of Quality."

The PROVIDER is responsible for following the guidelines and procedures in the "Official Repair Procedure," "Maintenance Inspection," and "Financial Responsibility for Repairs" sections. The PROVIDER is also responsible for promptly communicating with the WCHO about health and safety issues at the property.

**WCHO Leased Properties:** When the WCHO holds a lease agreement with a LANDLORD for the property, the PROVIDER is responsible for all normal preventative maintenance, repairs, and replacements inside and outside of the property unless otherwise deemed the LANDLORD's responsibility per the lease agreement. The PROVIDER is responsible for the normal preventative maintenance, repairs, and replacements necessary to maintain the property per the "Home Maintenance Standards of Quality."

The PROVIDER should contact the WCHO to inquire about LANDLORD responsibility. The WCHO recommends that PROVIDERS do not contact the LANDLORD of the property with maintenance issues. If the PROVIDER feels it necessary to contact the LANDLORD with questions or concerns regarding maintenance, repair and/or replacements at the property, the PROVIDER should first contact the WCHO Provider Relations Unit at (734) 544-3000. As the lease agreement holder with the LANDLORD, the WCHO will contact the LANDLORD to communicate on the PROVIDER's behalf. If the PROVIDER does communicate with the LANDLORD independently, the PROVIDER must retain written documentation of the contact.

The PROVIDER is responsible for following the guidelines and procedures in the "Official Repair Procedure," "Maintenance Inspection," and "Financial Responsibility for Repairs" sections. The PROVIDER is also responsible for promptly communicating with the WCHO about health and safety issues at the property.

## 3. WCHO Responsibilities:

**WCHO Owned Properties:** When the WCHO is the owner of the property at which services are being provided, the WCHO is responsible for following the "Official Repair Procedure" section and the guidelines delineated in the "Financial Responsibility for Repairs" section. As the property owner, the WCHO is also responsible for communicating with and assisting the PROVIDER with any maintenance, repairs, and replacements necessary to maintain the property per the "Home Maintenance Standards of Quality."

**WCHO Leased Properties:** When the WCHO holds a lease agreement with a LANDLORD for the property, the WCHO is responsible for ensuring that the LANDLORD maintains, repairs, and replaces any item deemed the LANDLORD's responsibility. Lease agreements between the LANDLORD and the WCHO will be reviewed by the WCHO Provider Relations Unit (PRU) to determine the LANDLORD's responsibility with respect to the maintenance, repair, and/or replacement of items at the property.

The WCHO is also responsible for contacting the LANDLORD to inform him of (1) his responsibility to fix the item per the lease agreement (2) his responsibility to pay for the maintenance, repair, and/or replacement of the item and (3) the amount of time the LANDLORD has to complete the maintenance, repair, and/or replacement of the item. The WCHO is responsible for determining and negotiating with the LANDLORD the amount of time the LANDLORD has to fix the item, usually between 30 and 90 days, depending on its complexity and urgency.

Should the LANDLORD neglect his responsibility per the lease agreement and/or fail to complete the maintenance, repair and/or replacement of an item within the given amount of time, the WCHO is responsible for hiring an agency or handyman to complete the maintenance, repair, and/or replacement. The WCHO is responsible for subtracting cost of such repair from the rental amount due to the LANDLORD the following month.

The WCHO PRU is responsible for communicating with the LANDLORD on the PROVIDER's behalf regarding maintenance, repair, and/or replacing items deemed the responsibility of the LANDLORD per the lease agreement.

For items not deemed the LANDLORD's responsibility, the WCHO is responsible for following the "Official Repair Procedure" section and the guidelines delineated in the "Financial Responsibility for Repairs" section.

## **MAINTENANCE SCHEDULES AND INSPECTIONS**

### **1. PROVIDER Maintenance Schedules:**

The PROVIDER agrees to conduct maintenance inspections of each home on a monthly and quarterly basis using the WCHO Monthly Maintenance Schedule and the WCHO Seasonal Maintenance Schedule documents, or using the maintenance schedule provided by the provider agency with approval by the WCHO Provider Relations Unit. Upon monthly and quarterly inspection, the PROVIDER will fill out the corresponding maintenance schedule and, if necessary, shall either verify compliance with the "Maintenance Standards of Quality" section or include a plan of correction for each item not in compliance with the "Maintenance Standards of Quality" section.

A copy of the completed maintenance schedules and plans of correction shall be maintained on file *in the home* and be made available for review upon request by WCHO. Failure to comply with this provision may result in finding the PROVIDER negligent and sanctioning the PROVIDER in accordance with the contract between the WCHO and the PROVIDER until compliance is achieved or the contract is terminated.

### **2. WCHO "Spot Check" Maintenance Inspections:**

The WCHO may perform "spot check" maintenance inspections on licensed setting/group home properties at its discretion without prior notification of the PROVIDER. Upon arrival, the WCHO will request to review the PROVIDER'S Monthly and Seasonal Maintenance Schedules to determine the PROVIDER'S compliance with the "Property Maintenance Responsibilities" and "Maintenance Standards of Quality" sections and per the required monthly and quarterly maintenance inspections. The WCHO will send the PROVIDER a Maintenance Report with the findings of the maintenance inspection and request a plan of correction from the PROVIDER, if applicable. Upon review of the report, the PROVIDER, if requested, will submit a plan of correction to the WCHO for each item not in compliance with the "Property Maintenance Responsibilities" and "Maintenance Standards of Quality" sections by a date specified in the WCHO Maintenance Report.

### **3. Professional Maintenance Inspections:**

The WCHO may arrange for a professional maintenance inspection of the property by a professional Maintenance Inspector no less than once every four years. Upon notification by the WCHO, the PROVIDER agrees to repair and/or replace items cited in the inspection that are deemed the PROVIDER'S responsibility. The PROVIDER also agrees to inform the WCHO of any items not maintained, repaired and/or replaced by the LANDLORD that were cited in the inspection and are deemed a LANDLORD responsibility.

When a PROVIDER vacates a property permanently, the WCHO will arrange for a professional maintenance inspection and repair of the property. Upon notification by the WCHO, the PROVIDER agrees to repair and/or replace items cited in the Maintenance Report that are deemed the PROVIDER'S responsibilities. The WCHO will determine the LANDLORD's and the WCHO's responsibilities per the lease agreement and will be accountable for completing these repairs that are the WCHO's responsibility.

## FINANCIAL RESPONSIBILITY FOR REPAIRS

### 1. LANDLORD Financial Responsibilities:

Upon the WCHO's review of the lease agreement between the WCHO and property owner, the financial responsibilities of the LANDLORD will be determined per the terms of the lease and will be negotiated between the WCHO and the LANDLORD. The LANDLORD is responsible for financial maintenance charges, repair charges, service charges, fees, and incidental expenses per the lease agreement.

Should the LANDLORD neglect his financial responsibility per the lease agreement the WCHO will hire an agency or handyman to complete the maintenance, repair, and/or replacement and will subtract the cost of the repair from the rental amount due to the LANDLORD the following month.

### 2. PROVIDER Financial Responsibilities:

The PROVIDER is responsible for the financial maintenance charges, repair charges, service charges and fees, and incidental expenses per the guidelines and procedures delineated in the "Home Maintenance Standards of Quality" and "Property Maintenance Responsibility" sections as follows:

- a. **Property Maintenance Repairs:** In each individual consumer budget, money for "Home Maintenance" of the property is delineated. The PROVIDER shall allocate in the house budget a sufficient amount for each consumer's share of home maintenance. The total amount for the home shall meet the guidelines described in the "Home Maintenance Standards of Quality" and "Property Maintenance Responsibilities" sections.

The PROVIDER will use money included in the maintenance line item in the individual consumer budgets for home maintenance as mentioned above. The PROVIDER will maintain *in the home* documentation of the following pertinent information for any repairs:

- a. Agency/handyman that made the repair
- b. Date of repair
- c. Upon completion of the repair, a breakdown of maintenance charges, repair charges (including materials and labor), service charges and fees, and incidental expenses in the form of a bill or invoice written by the agency/handyman that made the repair
- d. The signature of agency/handyman on the above-mentioned bill or invoice
- e. Receipts and/or any other information related to the maintenance or property repair services paid for with money from consumer budgets
- f. Copies of three bids for the repair (attached to copy of Exception Request after all consumer budgets money has been used)

The WCHO, without prior notification to the PROVIDER and without specific reason, may request to review this information at its discretion during any "spot check" or professional maintenance inspection or via fax or mail. Any evidence of fraudulent documentation and/or lack of documentation of use of consumer budget money by the PROVIDER may result in sanctions in accordance with the contract between WCHO and PROVIDER until a financial audit and report is performed and a Plan of Correction is submitted by the PROVIDER. Any money paid by the WCHO for repairs that are not supported by the above documentation will be repaid by PROVIDER.

- b. **PROVIDER Negligent Damage:** The PROVIDER is responsible financially for and obligated to repair any damage to the inside and outside of the property found during any maintenance inspections or inspections by State or Federal agencies and deemed by the WCHO the result of negligent acts and omissions\* by the PROVIDER, its officers, agents or employees, where said cost is not covered by insurance.

*\*Negligent acts and omissions: including but not limited to the misuse and abuse of the inside or outside of the property, lack of regular maintenance per the Monthly and Seasonal Maintenance*

*Schedules, and failure by the PROVIDER to notify WCHO of or to complete necessary repairs and/or replacements to the property per the "Maintenance Standards of Quality" and "Property Maintenance Responsibilities" sections.*

### 3. WCHO Financial Responsibilities:

The WCHO is responsible for the financial maintenance charges, repair charges, service charges and fees, and incidental expenses per the guidelines and procedures delineated in the "Home Maintenance Standards of Quality" and "Property Maintenance Responsibility" sections as follows:

- a. **Property Maintenance Repairs:** Upon exhaustion of all "home maintenance" money in the consumer budgets by the PROVIDER and, if requested by the WCHO, upon satisfactory review of the PROVIDER'S documentation of use of all consumer budget money, the WCHO may accept an Exception Request for necessary maintenance or property repairs. Consideration of Exception Requests will be based on the available funds for the entire home.

### **OFFICIAL REPAIR PROCEDURE**

The PROVIDER and the WCHO agrees to follow and comply with the following procedures for maintaining, repairing and/or replacing items at the property per the "Home Maintenance Standards of Quality" and "Property Maintenance Responsibilities," the Monthly or Seasonal Maintenance Schedules, and/or the inspections performed by the WCHO and other County/State/Federal agencies.

1. Using Consumer Budget Money (this money must be used before submitting an Exception Request): The PROVIDER will determine whether to follow Repair Plan A or B.

#### **REPAIR PLAN A: Contracted Handyman Services or Professional Repair Services**

The PROVIDER utilizes a contracted handyman service or professional repair services agency to complete the necessary maintenance, repair, and/or replacement. *The WCHO encourages the PROVIDER to contract with a handyman service that is available 24 hours a day, seven days a week, and provides on-call emergency coverage.*

The PROVIDER follows the procedure below in the order listed:

1. The PROVIDER contacts the handyman with which the PROVIDER holds a contract and schedules a time for the repair **OR** if the PROVIDER is utilizing a professional repair services agency with which they do not hold a contract and the project is more than \$500, the PROVIDER obtains three written bids for professional repair services to complete the maintenance, repair, and/or replacement. The PROVIDER chooses a bidder based upon a fair and economical price and appropriate attention to quality of service, and informs the bidder that the repair work may begin.
2. Upon completion of the maintenance, repair, and/or replacement, the handyman or professional repair services agency prepares an invoice for the total cost of the maintenance, repair, and/or replacement, including all charges related to the job.
3. The PROVIDER pays the handyman or professional repair services agency per the invoice and retains the documentation listed under the "Financial Responsibility for Repairs" section 1.b.

#### **REPAIR PLAN B: The PROVIDER Staff Makes Repair**

The PROVIDER purchases materials and PROVIDER staff does the maintenance, repair, and/or replacement in accordance with the standards listed in the "Home Maintenance Standards of Quality" section and to standards acceptable by State and Federal licensing agencies, and follows the procedure below in the following order:

1. The PROVIDER purchases materials and does the maintenance, repair, and/or replacement.
2. Upon completion of the repair, the PROVIDER retains documentation of the materials purchased for the maintenance, repair, and/or replacement.

2. Using an Exception Request: The PROVIDER will contact the Provider Relations Unit (PRU) at the WCHO *promptly* of the PROVIDER'S awareness of the need for repair. The PROVIDER will inform PRU that the PROVIDER has used all of the money available under the consumer budgets for home maintenance and that the PROVIDER needs an Exception Request. The PROVIDER will follow the procedure below in the following order:

1. The PROVIDER informs PRU of the intention to use an Exception Request.
2. The PROVIDER obtains three written bids for professional repair services to complete the necessary repair(s). PRU may request to review the bids.
3. The PROVIDER chooses the lowest bid, with appropriate attention to quality of service, and informs the bidder that the repair work may begin.
4. PRU sends the PROVIDER an Exception Request form.
5. Upon completion of the repair, the PROVIDER pays the repair agency or professional directly and retains the documentation listed under the "Financial Responsibility for Repairs" section 1.b.
6. The PROVIDER submits the original bill, copy of payment (usually a copy of a check from PROVIDER) and the original completed Exception Request to PRU via mail. *Copies of the Exception Request cannot be accepted.*
7. PRU submits the bill, copy of payment, and Exception Request to the WCHO Finance Department and the PROVIDER is reimbursed.

### **FAILURE TO COMPLY WITH THE LISENCED SETTING MAINTENANCE RESPONSIBILITIES AND PROCEDURES**

Signature of the PROVIDER on the service contract issued by the WCHO signifies the PROVIDER'S understanding and agreement to adhere to the responsibilities, standards, and procedures listed in this document. Any evidence of fraud, negligence, omission, and/or incompliance may result in sanctions in accordance with that contract, and/or a financial audit of the PROVIDER. Additionally, the PROVIDER will be responsible for any repairs that are necessary as a result of PROVIDER'S negligence.