

## Addendum SPC: Personal Emergency Response System and Electronic Monitoring

The provision of contracted, authorized, and provided services shall be in compliance with the provisions of this agreement, the service description and requirements of this section; *and if applicable*, state certification and licensing criteria.

### **Specifics**

Providers are subject to the same qualifications as providers under the Medicaid State Plan as defined in Wisconsin State Statute 1915 (c) home and community-based waiver services waivers #0367.90 and #0368.90 required under § 46.281 (1) (c).

The services for which Lakeland Care, Inc. (LCI) is contracting with your organization are noted in the Rates and Service Codes chart attached to the LCI Service Provider Contract.

### **Definition**

Personal emergency response system (PERS) provides a direct telephonic or other electronic communications link between someone living in the community and health professionals to secure immediate response and assistance in the event of a physical, emotional or environmental emergency. This service may include devices and services necessary for operation of PERS when otherwise not available. This service may also include installation, upkeep and maintenance of devices or systems as appropriate. Electronic devices must meet UL Standards. Telephonic devices must meet FCC regulations.

Responder Service is the physical response to individual living units during agreed upon monitoring hours for the purpose of providing necessary services and supports to members.

Agreed Response means a specific response to be made by the provider, when signals are received at its Central Monitoring System (CMS) as a result of the activation of any member's personal electronic monitoring equipment. A protocol developed by the provider will outline the agreed response for every sensor in each residence. Agreed responses include but are not limited to: calling 911, attempting to contact designated responder or other designated responding party, attempt to call the member, attempt to establish communication with the member, and receiving signals and recording data.

### **Standards, Training, and Competency**

Providers of services shall meet the standards of this agreement; *and if applicable*, agrees to retain licensing in good standing during contract period.

Provider shall ensure that staff providing care to members are adequately trained and proficient in both the skills they are providing and in the needs of the member(s) receiving the services.

Training of staff providing services shall include:

1. Provider agency recording and reporting requirements for documentation, critical incident reporting, and other information and procedures necessary for the staff to ensure the health and safety of member(s) receiving supports
2. Training on the needs of the target group for the member(s) served under this agreement
3. Training on the provision of the services being provided
4. Training on the needs, strengths, and preferences of the individual(s) being served
5. Training on rights and confidentiality of individuals supported
6. Information and provider procedure for adherence to the LCI policies below:
  - a. Incident Management System
  - b. Restraint and Seclusion Policy and Procedure
  - c. Communication Expectations
  - d. Unplanned use of Restrictive Measure
  - e. Confidentiality

Provider shall ensure competency of individual employees performing services to the LCI members. Competency shall include assurance of the general skills and abilities necessary to perform assigned tasks.

Training of employees providing PERS shall include:

- Employees assigned to tasks at the CMS will be trained and qualified by provider on the equipment, protocols, and processes necessary to effectively monitor members. Employees assigned to respond will be trained and qualified by the responder on the protocols and the individual response needs of each member being provided supports under this agreement.

### **Staff to Member Ratio**

Staff to member ratio for services will vary based on member needs and long-term care outcomes and will be determined under guidance of the LCI Interdisciplinary Team (IDT) staff.

### **Staffing Assignment and Turnover**

The provision of successful services is attributable in large part to the strength of the relationship between a member and the staff directly providing the service. Given this contributory factor, provider agrees to make every effort to match and retain direct care staff under this agreement in a manner that optimizes consistency.

In order to establish and preserve this relationship, providers must take specific precautions to establish and monitor these services. Providers must have a process in place for:

1. Members to provide feedback on their experience with the employees performing these tasks and respond when appropriate
2. Written information indicating who within the organization to contact with concerns, or questions related to the provision of services or direct care staff
3. Provider will forward documentation and/or feedback to the (IDT) staff to allow members to express concerns to individuals other than the individual who performs the task

Changes in staff assignments to specific members and within the organization are at the discretion of the provider. Provider agrees to take member requests for specific staff into

consideration when assigning or reassigning staff to specific members and will notify the LCI IDT staff in their reporting of any changes to staff providing services.

### **Collaboration and Coordination of Care**

Through the use of the Resource Allocation Decision method (RAD), the LCI IDT staff shall assess the member's needs and outcomes to determine the amount of services to be authorized. The LCI IDT staff shall exchange pertinent information with the provider at the time the referral is made to assure all health and safety needs are provided during the services. This information exchange shall include the assessed needs and amount of authorized units as it relates to services.

All aspect of services shall be discussed between the LCI IDT staff, member or legal representative, and provider to ensure proper collaboration.

### **Agency Communication Responsibilities:**

Provider shall ensure a mechanism for recording and reporting to the IDT staff and other appropriate agencies incidents including:

- a. Changes in:
  - Condition (medical, behavioral, mental)
  - Medications, treatments, or MD order
  - Falls (with or without injury)
  - Urgent Care, Emergency Room or Hospitalization
  - Death: anticipated or unexpected
  - Any other circumstances warranting the completion of an agency incident or event report
  - Unplanned use of Restrictive Measure
- b. Communication/Coordination regarding:
  - Medical Equipment or Supplies
  - Plan of Care development and reevaluation
  - Transition difficulty, discharge planning
  - Ongoing Care Management

Note: Staff will first follow their own established in-house protocol. Staff will then inform the IDT of *any member circumstance that would warrant family or physician notification* that includes, but is not limited to the above circumstances.

### **Documentation**

Providers shall comply with documentation as required by this agreement; *and if applicable*, state licensure and certification requirements as expressed by ordinance, state and federal rules and regulations applicable to the services covered by this contract.

At any time, the IDT staff may request:

- A written report to enhance the coordination and/or quality of care; which includes:
  - Changes in members' activities

- List of supportive tasks provided
- Ongoing concerns specific to the member
- Additional documentation of the services provided

Each LCI member shall have a developed plan of care specific to their needs which address each area of service need being provided. A copy of this care plan shall be supplied to LCI IDT staff.

Services Plan states that the assessed equipment and monitoring plan for any member referred to the PERS provider will be based on recommendations from the PERS provider in conjunction with the LCI Interdisciplinary Team (IDT) staff, including the member. The response protocol for any assessed member will be developed with the PERS provider and disseminated to the CMS for responding purposes. The LCI IDT staff will be included in the assessment and response planning for the member.

### **Billable Units**

Provider rates for provision of services will incorporate all administrative and business functions related to the provision of service. Contracted rates include the provision of administrative functions necessary for services and are not billable beyond units provided to each authorized member.

Providers should reference the Rates and Service Codes chart of the agreement for contract units and rates.

Providers should use increments as listed in the rates and service codes chart to bill LCI up to the authorized number of units for the member. Providers can only bill for services rendered to the member. Provider will refund LCI the total amount of any/all units billed without services rendered to the LCI member.

Providers are required to provide for all identified care needs during the provision of services and are specifically prohibited from billing fraudulently for additional services during the provision of these services.

Family Care services administered by LCI are funded by state and federal tax dollars through the Medical Assistance program. As a publicly-funded system, LCI strives to maintain the integrity of the program by ensuring that all services are billed as authorized by LCI, and as rendered to members. LCI ensures this protection, by regularly conducting random reviews of claims submitted by its contracted providers. LCI reserves the right to request verification documentation from providers. This could include but is not limited to: providers' case notes, files, documentation and records.

### **Additional Considerations:**

- Services will be provided as identified and authorized by the LCI IDT staff.
- Providers may not limit or deny any LCI member services due to dissatisfaction with their LCI contracted rate.
- LCI pre-authorizes all of its services. If provider bills for more units than authorized without prior authorization, these services may be denied.

- In the case that a LCI member cancels service, the provider must contact the LCI IDT staff. Services cancelled will not necessarily be rescheduled and should not be assumed by the provider.
- Provider will negotiate contract rates that include mileage and travel time associated with the provision of service

### **Additional Contract Expectations**

- Provider will maintain the CMS. The CMS shall receive signals from the personal electronic monitoring equipment and shall generate alerts based on said signals.
- Provider will provide professional assessment of member(s)' homes and make recommendations of equipment needs. Assessment planning will be initiated with the member within three to five business days of the request.
- Provider will install personal electronic monitoring equipment together with needed batteries, monitoring equipment, and phone adapters to make the equipment operational as deemed by the assessment.
- Provider will provide staff at the CMS who will respond to alarms adhering to the agreed response received from the CMS. Provider's responsibility for monitoring will begin when its staff at the CMS receives a call indicating that the provider monitoring hours have begun and that staff are ready and prepared to respond as specified in this agreement and specific to each individual plan.
- Provider will be responsible for maintenance and technical support for the equipment at the CMS office and all other provider equipment or monitors. Provider will provide technical support in the form of troubleshooting and advice on use of the equipment and services. The provider will supply the member and LCI IDT staff with phone contact information if technical support is needed.
- Responder shall:
  - During the agreed upon monitoring hours, provide staff who will physically respond as stated in the responder services section.
  - Provide adequate training for responders as indicated in the responder job description.
- The provider and LCI understand and agree that neither provider/responder guarantee a member will be safe in all ways and from all dangers associated with the decision to be alone in their living unit during the hours of service. Safety needs and support needs not addressed by the described provider and/or responder services are as follows:
  - Events which do not activate one of the installed sensors.
  - Events which may occur outside the respective parties' hours of responsibility.
  - Inability by either provider and/or responder to deliver the services described in this agreement, where the inability is not caused by negligence of the provider and/or responder, such as, but not limited to, the effects of the equipment, monitors, or communications systems failures and delays in physical response due to weather, unforeseen forces of Nature, or other conditions beyond the control of the parties.