

Service Addendum: **Adult Day Care**

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 any 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.

Timeliness and Access to Service

Providers shall make all reasonable efforts to initiate service provision at the date and time requested by the LCI IDT on behalf of the member. In the event that initiation of the service at the member's preferred time is not feasible, the provider will express such to the LCI IDT, who will arrange an alternative start date of services, or, if necessary, arrange to meet the member's needs by other means.

Definition

Adult day care services are the provision of services for part of a day in a nonresidential group setting to adults who need an enriched social or health supportive experience or who need assistance with activities of daily living, supervision and/or protection. Services may include personal care and supervision, light meals, medical care, and transportation to and from the day care site. Transportation between the member's place of residence and the adult day care center may be provided as a component of adult day care services. The cost of this transportation may be included in the rate paid to providers of adult day care services. Meals provided as part of adult day care may not constitute a "full nutritional regimen" (3 meals per day). For providers of this service, Wis. Stats. Chapter 49.45 applies. Lakeland Care, Inc. contracts exclusively with Adult Day Care centers licensed by the State of Wisconsin. Non-licensed Adult Day Care providers are not eligible to provide Adult Day Care services to LCI members. Provision of services under another category may be considered on a case-by-case basis.

Standards, Training, and Competency

Providers of services shall meet the standards of this agreement, and agree to retain licensing in good standing during contract period.

Provider shall ensure that staff providing care to members are adequately trained and proficient in 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.

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 state licensure and certification requirements as expressed by ordinance, state and federal rules and regulations applicable to the services covered by this contract.

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.

Providers shall prepare and send a written report to LCI IDT staff every six months. IDT staff may request additional written and/or verbal information to enhance coordination and/or quality of care.

The written report shall include the following elements:

- Attendance
- Level of participation
- Cares provided by program staff (ADLs, IADLs, nursing assessment and intervention)
- Behavioral interventions

- Significant changes in condition to physical, mental or emotional health

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. As provided in the LCI Service Provider Contract, "Amount Paid under Contract Provisions", 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.
- Provider is required to comply with any and all applicable Wisconsin state law regarding Caregiver Background Checks and Wisconsin Administrative Rule DHS 12 as they pertain to services provided to LCI members.
- 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.

Additional Contract Expectations

- Transportation between the individual's place of residence and the Adult Day Care center is typically not included as a component of the Adult Day Care services rate.

Transportation may be negotiated as a separate service within the agreement under the transportation service code.

- Provider will share with the Network Relations Division the criteria used to differentiate various levels of care, if applicable.