

Service Addendum: **Translation/Interpreter Services**

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

Translation is the process of translating words or text from one language into another (<http://www.oxforddictionaries.com/us>). Language interpretation, or interpreting, is the facilitating of oral or sign language communication, either simultaneously or consecutively, between users of different languages. An interpreter is a person who converts a thought or expression in a source language into an expression with a comparable meaning in a target language either simultaneously in "real time" or consecutively after one party has finished speaking. The interpreter's function is to convey every semantic element (tone and register) and every intention and feeling of the message that the source-language speaker is directing to target language recipients (<http://en.wikipedia.org>).

The interpreter shall:

- Maintain impartiality
- Refrain from counseling or advising, and from projecting personal opinions, biases or beliefs
- Maintain boundaries of professional role
- Refrain from any and all forms of personal involvement

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.

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 of 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 LCI members. Competency shall include maintaining any required certifications or licenses as well as assurance of the general skills and abilities necessary to perform assigned tasks.

Staff to Member Ratio

Services shall be provided at a 1:1 ratio of provider staff to LCI member, unless the description in the Rates and Service Codes chart of the agreement includes rates and services for ratios different from this level.

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 Interdisciplinary Team (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 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.

Documentation

Providers shall comply with documentation requirements as defined by agreement, as well as any and all applicable requirements of local, state, or federal law, administrative rule or any other lawful regulatory authority.

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

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 contract 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 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 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.