Service Addendum: Residential Care Apartment Complex

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.
Service Definition and Description
Residential Care Apartment Complexes (RCAC) are services provided in a homelike, community-based setting where 5 or more adults reside in their own living units that are separate and distinct from each other. Persons who reside in the facility also receive the following services: supportive services (e.g., laundry, house cleaning), personal assistance (e.g., personal care), nursing services (e.g., wound care, medication management), and assistance in the event of an emergency (e.g., PERS and response). A certified RCAC must comply with Wis. Admin. Code DHS 89. **Scope of Services** A contract for community residential services with LCI incorporates the services and supports listed below. This list is not all encompassing, but a listing of general categories and examples of costs typically incurred in each category. Community substitute care settings include the following items and supports: Physical Environment 1. Physical Space: sleeping accommodations in compliance with facility regulations including, access to all areas of facility and grounds. 2. Furnishings: all common area and bedroom furnishings including all of the following: bed, mattress with pad, pillows, bedspreads, blankets, sheets, pillowcases, towels and washcloths, window coverings, floor coverings. 3. Equipment: all equipment that becomes a permanent part of the facility (examples: some lifts, grab bars, ramps and other accessibility modifications, alarms, pull-stations and/or call lights). Equipment such as fall alarms, bed alarms, Sit-to-Stand lifts are to be purchased by and remain the property of the provider. 4. Housekeeping Services: including laundry services, household cleaning supplies, and bathroom toilet paper and paper towels. 5. Building Maintenance: including interior and exterior structure integrity and upkeep, pest control, and garbage and refuse disposal. 6. Grounds Maintenance: including lawn, shrub, and plant maintenance, snow, and ice removal. 7. Building Protective Equipment: carpet pads, wall protectors, baseboard protectors, etc.

8. Building Support Systems: including heating, cooling, air purifier, water and electrical systems installation, maintenance, and utilization costs.
9. Fire and Safety Systems: including installation, inspection, and maintenance costs.
10. Food: 2 meals plus snacks, including any special dietary accommodations, supplements, thickeners, and consideration for individual preferences, cultural or religious customs of the individual resident.
    a. Enteral feedings (tube feedings) are excluded from this requirement and are the responsibility of LCI. Providers cannot accept payment for board when members are receiving all nutrition via enteral feedings (tube feedings).
11. Telephone and Media Access: access to make and receive calls and acquisition of information and news (e.g., television, newspaper, internet).

Program Services

1. Supervision: adequate qualified staff to meet the scheduled and unscheduled needs of members.
2. Personal Care, Assistance with Activities of Daily Living and Daily Living Skills Training.
3. Activities, Socialization and Access to Community Activities: including facility leisure activities, community activities information and assistance with accessing, and assistance with socialization with family and other social contacts. Members' preferences shall be taken into consideration.
4. Health Monitoring: including coordination of medical appointments and accompanying members to medical service when necessary.
5. Medication Management: including managing or administering medications and the cost associated with delivery, storage, packaging, documenting and regimen review. (The cost of bubble packaging, pre drawn syringes, etc. are part of MA and/or Medicare Part D benefit and not billable to members or cost that can be incurred by other funding sources).
6. Behavior Management: including participation with the MCO in the development and implementation of Behavioral Treatment Plans and Behavioral Intervention Plans.
7. Facility Supplies and Equipment: first aid supplies, gauze pads, blood pressure cuffs, stethoscopes, thermometers, cotton balls, medication and specimen cups, gait belts, etc.
8. Personal Protective Equipment for staff use: including gloves, gowns, masks, etc.
9. OSHA and Infection Control Systems: including hazardous material bags, sharps disposal containers, disposable and/or reusable wash cloths, wipes, bed pads, air quality - free of unpleasant odors and secondhand smoke etc.
10. Transportation: transportation of the member is included in the scope of residential services. Residential service providers may meet the transportation need by transporting members directly or by purchasing and/or coordinating transportation from another source. Lakeland Care IDT staff retain the discretion to authorize exceptional transportation needs based on the assessed needs of the member.

The following costs are *not typically provided* by a facility and are costs incurred by the individual member or the MCO:

- Medication and Medical Care Co-payments.
- Personal Hygiene Supplies: including toothpaste, shampoo, soap, feminine care products.
- Member Clothing: shirts, pants, undergarments, socks, shoes, coats.

- Costs associated with community recreational activities: event fees, movie tickets, other recreational activities of the member's individual choosing.

Staff to Member Ratio
Provider's staff to member ratio shall be in accordance with state licensure and certification requirements as expressed by ordinance, state and federal rules and regulations applicable to the services covered by this contract. Provider shall be adequately staffed to meet the needs of members as defined in their assessments and individual service plans.

Timeliness and Access to Service

Providers shall make all reasonable efforts to initiate service provision at the date and time requested by the LCI Interdisciplinary Team (IDT) on behalf of the member. If 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.

Termination of Services
Provider may terminate service to a member after issuing to the appropriate parties (including the member/legal representative and LCI) a 30-day written notice. The provider shall collaborate with the member/guardian, IDT staff and potential provider(s) in order to ensure a smooth transition for the member, providing service until a new placement is secured. Notice is not required due to death of a resident, or when an emergency termination is necessary to prevent harm to the health and safety of the member or other household individuals.

Standards of Service

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

Providers of long-term care services are prohibited from influencing members' choice of long-term care program, provider, or Managed Care Organization (MCO) through communications that are misleading, threatening, or coercive. Lakeland Care Inc and/or the Wisconsin Department of Health Services (DHS) may impose sanctions against a provider that does so. Per DHS, any incidents of providers influencing member choice in a Family Care program must be reported to DHS immediately.

Service must be provided in a manner which honors member's rights such as consideration for member preferences (scheduling, choice of provider, direction of work), and consideration for common courtesies such as timeliness and reliability.

Provider must incorporate practices that honor members' beliefs, being sensitive to cultural diversity and diverse cultural and ethnic backgrounds, including supporting members with limited English proficiency or disabilities, and regardless of gender, sexual orientation, or gender identity. This includes fostering attitudes and interpersonal communication styles in staff and providers which respect members' cultural backgrounds.

Staff Qualifications, Training and Competency

Providers will comply with all applicable standards and/or regulations related to caregiver background checks.

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 recognizing abuse and neglect and reporting requirements.
3. Training on the needs of the target group for the member(s) served under this agreement.
4. Training on the provision of the services being provided.
5. Training on the needs, strengths, and preferences of the individual(s) being served.
6. Training of rights and confidentiality of individuals supported.
7. 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.

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.

The Provider shall maintain and provide adequate staffing to meet the needs of members referred by Lakeland Care Inc and accepted by the Service Provider.

Communication, Collaboration and Coordination of Care

LCI communicates with providers regularly in the following formats:

- Provider Network Advisory Committee
- Provider Newsletter
- LCI Website
- Email Notifications

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 necessity of residential placement. Prior to admitting a member into a facility:

- The IDT will make a referral to the facility for an assessment. At this time the IDT staff will share any information, assessment data and/or historical data to assist the facility with their assessment and development of their care plan; the IDT staff will inform the facility of specific health and safety needs to be addressed.
- The Individual Service Plan (ISP) must be reviewed and completed prior to authorization and member moving.
- Within 30 days of admission into the facility, the IDT staff will meet with the member and legal representative (if applicable) and facility manager to review the care plan and any updates.

Note: There may be instances of expedited admission in which case LCI IDT staff would not be able to share the information, assessment data and/or historical data, the specific health and safety needs before admission. The LCI IDT staff will provide this pertinent information within three business days of admission to the facility.

Agency Communication Responsibilities:
Providers shall notify the LCI Network Quality Specialist (NQS) of any visits by their licensing or other regulatory entities within 3 days from the conclusion of the visit.

- If a citation is issued, then the provider will supply LCI with copy of applicable plan of correction submitted to the DQA concurrent with submitting to licensing.
    - Plan of correction must demonstrate a systematic change in practices that is reasonably expected to result in an ongoing correction of identified violations.
    - LCI reserves the right to require additional plan(s) of correction from providers as it adheres to this agreement and/or applicable licensing standards. Providers must update the NQS and Quality Specialist (QS) when the provider appeals the Statement of Deficiency (SOD) from DQA.
- The provider is responsible for retaining any necessary consultant(s) related to DQA recommendations/requirements. LCI is unable to provide consultant services for the provider.

Provider agencies are required to ensure LCI Provider Relations staff, LCI IDT teams, guardians, and other identified members of the interdisciplinary team for a member have accurate and current provider contact information to include address, phone numbers, fax numbers, and email addresses.

Providers will notify the MCO of formal complaints or grievances received from MCO members within 48 hours of receipt. Written notification of completed complaint investigations will be forwarded to the LCI IDT.

The provider agency shall report to the LCI IDT staff when:

1. There is a change in service provider
2. There is a change in the member's needs or abilities
3. The member or provider is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and member)

Providers are responsible to notify the IDT staff when a member is temporarily absent from the facility.

Member Incidents

Provider agencies shall report all member incidents to the LCI IDT. Providers must promptly communicate with the LCI IDT regarding any incidents, situations or conditions that have endangered or, if not addressed, may endanger the health and safety of the member.

Providers shall record and report:

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

Acceptable means of communicating member incidents to the LCI team would be via phone, fax, or email **within 24 hours**.

All reported incidents will be entered into the LCI Incident Management System (IMS) and reported to DHS in accordance with MCO contract requirements. Providers may be asked to provide any additional information or details necessary to complete the investigation of reported incidents. The provider will inform LCI when notifying their regulatory authority of incidents. A copy of the report may be submitted as a form of notification.

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.

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.

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

The provider agency must maintain the following documentation and make available for review by LCI upon request:

- Provider meets the required standards for applicable staff qualification, training, and programming
- Verification of criminal, caregiver and licensing background checks as required.
- Policy and procedure related to supervision methods by the provider agency including frequency, intensity, and any changes in supervision.
- Policy and procedure for responding to complaints, inappropriate practices or matters qualifying as member-related incidents.
- Employee time sheets/visit records which support billing to LCI.

Rate Setting and Billable Units

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.

The LCI team will provide a written service referral form to the provider agency which specifies the expected outcomes, amount, frequency, and duration of services.

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.

Rates

Residential rates will be for a period of not less than one year unless there is mutual agreement to a shorter term. Residential services subcontracts or amendments shall be based on the Lakeland Care acuity-based rate setting model unless otherwise specified. Rates may be changed:

1. Anytime, through mutual agreement of the MCO and provider.
2. When a member's change in condition warrants a change in the acuity-based rate setting model.
3. When a rate has been in effect for at least twelve months, and a change is proposed for an individual member or facility:
    a. The MCO must provide a sixty-day written notice to the provider prior to implementation of the new rate.
    b. The rate change may apply to the entire contract or to specific rates within the contract, but only on a prospective basis.
    c. Rates which are reduced using sub. 3. are protected from additional decreases during the subsequent twelve (12) month period.
    d. When changes occur when members or residents move in or out, the rate will be effective the date of the move.

Bed Hold Policy:

- The LCI Service Provider Contract allows residential providers to request a bed hold reimbursement during a member's temporary absence from their original/primary residential facility. Bed hold reimbursement is for the explicit purpose of holding the bed for the absent member who is anticipated to return to the facility. Bed hold payments will not be made if the member is not expected to return to the facility.
    - *Examples of situations when a bed hold payment would not be warranted include when a member is discharged from the setting at the provider's request, a member elects to move to a different facility, a member disenrolls, or member death.*
- Bed hold charges will be paid per the LCI provider services contract when there is agreement on the part of LCI and the provider that the member is expected to return to the facility and provider has met the bed hold reporting requirements (24 hours or one business day). Bed hold authorizations will not be backdated beyond one day of notification to IDT staff.
    - *Notification within* 24 hours or one business day. If this occurs, the bed hold begins on the first day following the day the member last resided in the original facility.

- *Notification after* 24 hours or one business day, the bed hold authorization will begin on the date the notification was received (*not* backdated to the start of the temporary absence).
  - The bed hold *timeframe* (not authorization) remains same, beginning on the first day following the day the member last resided in the original facility and extending 14 days, until the member's return, or the last day of the month, whichever comes first. This maintains the timeline for the transition of the bed hold payment, if desired and appropriate, from LCI to the member/legal representative on day 15 or the first of the month, whichever comes first.
- *Notification after* the initial 14 days or end of the month in which the member began their temporary absence, a bed hold payment will NOT be authorized. If appropriate and desired, member/legal representative could choose to begin their direct bed hold payment upon this notification and discussion.
- *Notification after* the member's return to the original facility, a bed hold payment will NOT be authorized. If appropriate and desired, member/legal representative could choose to begin their direct bed hold payment upon this notification and discussion.

- Bed hold reimbursement is outlined in the table below and will be based on the type of absence (medical, personal or community integration).

Medical Absence (ex: hospital admit or rehab):	**Personal or Community Integration Absence (ex: family visit or vacation):**
IDT staff will assess and authorize a bed hold only when it is anticipated a return to the original residential facility is desired and will likely still be appropriate to meet the member's needs after their temporary absence. Bed hold is provided at a contracted bed hold rate, as Medicaid is unable to pay duplicate care and supervision. 1. Bed hold payment authorization will begin on the first day following the day the member last resided in the original facility. 2. Bed hold may not exceed 14 days per policy, the day the member returns to their original facility, or the end of the month, whichever comes first. There are no extensions. 3. If at the end of the bed hold authorization timeframe the member is not yet ready to return to the original facility, yet	IDT staff will assess if it is anticipated a return to the original residential facility is desired and will likely still be appropriate to meet the member's needs after their temporary absence. During this "Bed Hold," the original facility authorization remains open at the full daily rate for up to 14 days, as there are no additional care and supervision rates being paid by Medicaid elsewhere. Therefore, no additional bed hold authorization is needed. 1. The temporary absence begins on the first day following the day the member last resided in the original facility. 2. As of day 15 (temporary absence beyond 14 days), IDT staff will evaluate the desire of and appropriateness for member to return to the original facility and therefore to further hold the member's bed at the original facility.

the return is still desired and assessed as appropriate to meet the member's needs, IDT staff will connect with the member/legal representative to determine plans. a. The member may continue to hold the bed on their own. If they wish to do this, the member/legal representative will make payment directly to the original facility. This amount will not exceed the contracted bed hold rate. This will begin after the LCI bed hold timeframe is completed (as of day 15 or as of the 1st of the month, whichever comes first). Document the member is choosing to continue the bed hold. i. Consider obtaining a physician's certification for intent to return home so the member's patient liability can be offset by the bed hold rate they are paying to their original facility. Submit another CRF if appropriate. b. If the member does not wish to hold their bed further, IDT staff will assist member/legal representative in coordinating removal of the member's belongings and continue discharge planning to a new facility.	3. The IDT staff will connect the member/legal representative and the original facility to identify if the member wishes to hold their bed at day 15 and beyond. a. If the member wishes to continue to hold the bed, member/legal representative is responsible for direct payment to the original facility. This amount will not exceed the contracted bed hold rate. Document the member is choosing to continue the bed hold until their return. b. If the member does not wish to hold their bed further, IDT staff will assist member/legal representative in coordinating the removal of the member's belongings and continue with care coordination.

Provider can bill LCI for any day that they provide a service to the member, even if the member does not sleep in the facility that night.

Provider cannot bill LCI for the following circumstances:

- When a member is discharged from the setting at the provider's request
- A member elects to move to a different setting
- A member attends a camp
- A member dis-enrolls from LCI
- The death of member

Visits that a member may make to the residential facility when considering a move, overnight or partial day, are not considered respite and are therefore not billable to LCI.

Family Care services administered by LCI are funded by state and federal tax dollars though 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 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 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. Cancelled services will not necessarily be rescheduled and should not be assumed by the provider.