

## Service Addendum: Supportive Home 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, if applicable, state certification and licensing criteria.

| <b>Specifics</b>   |
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| <p>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).</p> <p>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.</p>  |
| <b>Service Definition and Description</b>  |
| <p>Supportive Home Care (SHC) is the provision of services to directly assist people with daily living activities and personal needs to assure adequate functioning and safety in their home and community. Services include:</p> <ul style="list-style-type: none"> <li>a. Hands-on assistance with activities of daily living such as dressing/undressing, bathing, feeding, cueing for self-administered medications and treatments, toileting, assistance with ambulation (including the use of a walker, cane, etc.), carrying out professional therapeutic treatment plans, grooming such as care of hair, teeth or dentures. This may also include preparation and cleaning of areas used during provision of personal assistance such as the bathroom and kitchen.</li> <li>b. Direct assistance with instrumental activities of daily living, as well as observation or cueing of the member to safely and appropriately complete activities of daily living and instrumental activities of daily living.</li> <li>c. Providing supervision necessary for member safety at home and in the community. This may include observation to assure appropriate self-administration of medications, assistance with bill paying and other aspects of money management, assistance with communication, arranging and using transportation and personal assistance at a job site and in non-employment related community activities.</li> <li>d. Routine housekeeping and cleaning activities performed for a member consisting of tasks that take place on a daily, weekly or other regular basis. These may include: washing dishes, laundry, dusting, vacuuming, meal preparation, shopping and similar activities that do not involve hands-on care of the member.</li> <li>e. Intermittent major household tasks which must be performed seasonally or in response to some natural or other periodic event for reasons of health and safety or the need to assure the member's continued community living. These may include: outdoor activities such as yard work and snow removal; indoor activities such as window washing; cleaning of attics and basements; cleaning of carpets, rugs and drapery; refrigerator/freezer defrosting; the necessary cleaning of vehicles, wheelchairs and other adaptive equipment and home modifications such as ramps. This also may include assistance with packing/unpacking and household cleaning/organizing when a member moves.</li> </ul> |

An unrelated live-in caregiver may provide any or all of the types of supportive home care services. Relatives and legal guardians (live-in or otherwise) meeting the requirements under Article VIII.N.2. may be paid to provide any or all of the types of supportive home care. Payment of a live-in caregiver may be reduced by the value of room and board in accordance with any applicable wage and hour laws.

Excludes training provided to a member intended to improve the member's ability to independently perform routine daily living tasks, which may be provided as daily living skills training.

#### **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.

#### **Transportation**

Provider will negotiate contract rates that include mileage and travel time associated with the provision of service.

### **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.

### **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 WI Department of Health Services may impose sanctions against a provider that does so. Per Wisconsin Department of Health Services (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 ethical 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 staff providing care will complete all required Training and Documentation Standards for Supportive Home Care set forth by the Department of Health Services, October 2016 found here:

<https://www.dhs.wisconsin.gov/publications/p01602.pdf>

Provider shall attest to the completion of this training and, upon request, provide LCI an attestation letter signed and dated by an authorized signer on behalf of the provider. Provider is solely responsible for maintaining all required documentation. These training requirements include the following:

### **Personal Assistance Services: Worker Training Standards**

Workers who provide personal assistance services, or personal assistance and household services related to the care of the person, such as food purchasing and preparation, laundry, and cleaning of areas of the home necessary to provide personal assistance, must receive training on the following subjects:

- A. Policies, Procedures, and Expectations for workers, including HIPAA (Health Insurance Portability and Accountability Act) compliance and other confidentiality requirements; ethical standards, including respecting personal property; safely providing services to members; and procedures to follow when unable to keep an appointment, including communicating the absence and initiating backup services.
- B. Billing and Payment Processes and Relevant Contact Information, including recordkeeping and reporting; and contact information, including the name and telephone

number of the primary contact person at the SHC agency, or the SDS member or representative, and the fiscal/employer agent.

- C. Recognition of, and response to, an emergency, including protocols for contacting local emergency response systems; prompt notification of the SHC agency or the member's SDS employer fiscal agent; and notification of the contacts provided by the SDS member and LCI's IDT.
- D. Member-Specific Information, including individual needs, functional capacities, relevant medical conditions, strengths, abilities, member preferences in the provision of assistance, SHC-related outcomes, and LCI's care manager contact information. The member/representative may provide this training component, in whole or in part.
- E. General Target Population. Information that is applicable to the members the worker will serve. (This applies primarily to SHC agency-based services or where a worker will serve multiple SDS members with the same or similar conditions.)
- F. Providing Quality Homemaking and Household Services, including understanding good nutrition, special diets, and meal planning and/or preparation; understanding and maintaining a clean, safe, and healthy home environment; and respecting member preferences in housekeeping. (This applies where a worker will be providing housekeeping services in addition to personal assistance. The training may focus on the particular housekeeping services the worker will provide.)
- G. Working Effectively with Members, including appropriate interpersonal skills; understanding and respecting member direction, individuality, independence, and rights; procedures for handling conflict and complaints; and cultural differences and family relationships. This component should include training on behavioral support needs, if applicable.

#### **Household/Chore Services: Worker Training Standards**

Workers who perform only household chores relating primarily to the care and/or upkeep of the interior or exterior of the member's residence shall receive training commensurate with the scope of their duties as follows:

- A. Policies, Procedures, and Expectations for workers, including HIPAA compliance and other confidentiality requirements; ethical standards, including respecting personal property; safely providing services to members; and procedures to follow when unable to keep an appointment, including communicating the absence and initiating backup services.
- B. Billing and Payment Processes and Relevant Contact Information, including recordkeeping and reporting; and contact information, including the name and telephone number of the primary contact person at the SHC agency, or the SDS member, and fiscal/employer agent.
- C. Recognition of, and response to, an emergency, including protocols for contacting local emergency response systems; prompt notification of the SHC agency or the member's

SDS employer fiscal agent; and notification of the contacts provided by the SDS member and LCI's IDT staff.

- D. Providing Quality Homemaking and Household Services, including understanding good nutrition, special diets, and meal planning and/or preparation; understanding and maintaining a clean, safe, and healthy home environment; respecting member preferences in housekeeping tasks and shopping.
- E. Member-Specific Information only to the extent that it is necessary and is directly related to performing the tasks of household/chore services, and LCI's care manager contact information. (The member or member's representative may provide this component of training, in whole or in part.)

**Note:** While all five areas (subsections A-E) of this section must be addressed in the training of household/chore services workers, the type and depth of information provided may not need to be as extensive as for personal assistance services.

#### **Exemption from or Waiver of Training**

- A. Exemption—Due to their own licensure or credentialing requirements, the following professions may be exempted by the responsible entity or entities from these training requirements: certified nursing assistant, licensed practical nurse, registered nurse, licensed physical or occupational therapist, or certified physical or occupational therapy assistant. When an exemption is granted, the responsible entity or entities must still ensure that a worker performing medically oriented tasks, such as tube feedings, wound care, or tracheotomy care is competent in performing these tasks with the specific member.
- B. Waiver—Some or all the required training may be waived based on knowledge and skills attained through prior experience (e.g., as a personal care worker for a Medicaid-certified personal care agency). Responsibility for making, documenting, and maintaining documentation of such a waiver shall be based on the protocols in Section III.B. and VIII. When a waiver is granted, the responsible entity or entities must still ensure that a worker performing medically oriented tasks, such as tube feedings, wound care, or tracheotomy care is competent in performing these tasks with the specific member.

**Note:** Notwithstanding any exemption or waiver under subsections A or B of this section, such workers will likely need agency and member contact information, information on billing, payment, documentation, and any other relevant administrative requirements, protocols for emergencies and member-specific information.

- C. Documentation—For workers exempted from some or all the training requirements under subsections A or B of this section, the responsible entity (pursuant to Section III.B.) making the exemption or waiver decision shall maintain copies of credentials or other documentation of their existence, or a written rationale for waivers based on experience, signed and dated by that entity.

**Completion and Documentation of Training****A. Timeframes**

1. Personal assistance services training shall be completed prior to providing personal assistance services.
2. Household/chore services training shall be completed within two months of beginning employment.

**B. Responsibility for Creating and Maintaining Documentation**

1. For agency-based services, the SHC agency shall document the training and any exemptions or waivers and maintain the documentation.
2. For SDS members who are common-law employers:
  - a. Members who make training decisions shall document the training and any exemptions or waivers and maintain the documentation with the assistance of the fiscal/employer agent if within the scope of its work.
  - b. If members do not make training decisions, the fiscal/employer agent if within the scope of its work shall document the training and any exemptions or waivers and maintain the documentation.

**C. Content of Documentation**

1. Documentation shall list the training content, dates such training occurred, and, for exemptions and waivers, the credentials and/or rationale that are the basis for any training exemption or waiver.
2. Documentation that training requirements have been met through provision of training and/or exemption or waiver shall be signed and dated by the entity or entities making those decisions.

**D. Additional Training**

1. The entity responsible for making and documenting training decisions shall ensure the worker completes appropriate additional training if the worker's job duties change and require additional knowledge and/or skills.

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.

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 forums
- Mass notifications via email or mail
- Notices for expiring credentialing

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 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 interdisciplinary team.

The provider agency shall report to the LCI team whenever:

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)

The provider agency shall give at least 30 days' advance notice to the LCI team when it is unable to provide authorized services to an individual member. The provider agency shall be responsible to provide authorized services during this time period. The LCI team or designated staff person will notify the provider agency when services are to be discontinued. The LCI team will make every effort to notify the provider at least 30 days in advance.

### **Member Incidents**

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

Member incidents include:

- Changes in condition (medical, behavioral, mental)
- Falls (with or without injury)

- Urgent Care or Emergency Room visits, or new MD order
- Death: anticipated or unexpected
- Unplanned use of Restrictive Measures
- Any other circumstance warranting completion of an agency incident or event report

Acceptable means of communicating member incidents to the LCI team would be via phone, fax, or email **within one (1) business day**.

All reported incidents will be entered into the LCI Incident Management System 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 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

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.

#### 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.

Only units of services directly related to the authorized member may be billed under this service. The following services constitute directly related services and are included in the service provider's contracted rate:

1. Face-to-face contact with member by direct care staff.
2. Travel to the member for direct contact and travel from the member.
3. Transportation of member while providing SHC services. Provider contracted rates include travel during the provision of service(s).
4. Exceptions to the billable unit's criteria for SHC services will be considered for provision of service(s) to specific members when:
  - a. Coordination and follow up necessary for the performance of services to a particular member requires extensive coordinating and collaboration or
  - b. Travel time necessary for the performance of services to a particular member requires extensive travel time (i.e., rural locations). Requests for exceptions to billable unit criteria shall be requested in writing to the LCI IDT staff assigned to the member. Written requests will be reviewed with the LCI IDT staff and administration for consideration. Providers may not bill for exceptions prior to a written response and prior authorization from the LCI IDT staff.

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.

**Retainer Payments**

Pursuant to Olmstead Letter No.3, Attachment 3-c, in order to assure continuity of care, services may include personal assistance retainer payments for up to 15 consecutive days where there is a reasonable probability that, in their absence, the member would not be able to retain a preferred home care worker because the worker would seek other employment, or if the worker is employed by an agency, would be reassigned and may not return to serving the member. Retainer payments may be made under the following medically-related and non-medically related circumstances as applicable to the member:

- Medically-Related:
  - Hospitalization;
  - Nursing home or ICF-I/ID admission;
  - Receipt of medical or rehabilitative care entailing at least an overnight absence; or
  - Participation in a therapeutic rehabilitative program as defined in DHS 101.03(175).
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There is no yearly limit on the number of medically-related episodes for which retainer payments may be made.

- Non-Medically Related:
  - Planned vacation entailing at least an overnight absence and unaccompanied by the worker;
  - Visit to relatives or friends unaccompanied by the worker and entailing at least an overnight absence;
  - Obtaining education, employment, or job, habilitative or self-advocacy training unaccompanied by the worker and entailing at least an overnight absence; or
  - Recreational activities unaccompanied by the worker entailing at least an overnight absence.

Retainer payments may be made for no more than four (4) non-medically related episodes in a calendar year. LCI will determine the amount of the per diem retainer payment, which shall be sufficient to accomplish the purpose of providing a reasonable probability of retaining the worker for the member. All workers must comply with the Training and Documentation Standards for Supportive Home Care and In-Home Respite Care.

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.

**Electronic Visit Verification (EVV)**

Section 12006(a) of the 21st Century Cures Act mandates that EVV be used for all Medicaid personal care services (PCS) and home health services (HHCS) that require an in-home visit by a provider.

Workers are required to use an EVV system when providing personal care and supportive home care service (service codes T1019, T1020, S5125, S5126). Providers must utilize the Department of Health Services (DHS) Electronic Visit Verification (EVV) system for any service that DHS or Purchaser deems subject to EVV.

Alternate EVV systems must be secure and compliant with the Health Insurance Portability and Accountability Act (HIPAA).

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**

- LCI requires a 14-day notice prior to termination of SHC services by a provider to any LCI member.
- 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 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.
- Only one provider agency is billable for the same service at the same time.
- Provider cannot bill for missed appointments.
- 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.