

Service Addendum: Transportation

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

Transportation (specialized transportation) – community transportation is the provision of transportation services or items that enable a member to gain access to waiver and other community services, activities and resources, as specified in the member's care plan. This service may consist of items such as tickets, fare cards or other fare media, or services where the common carrier, specialized medical vehicle or other provider directly conveys a member and the member's attendant, if any, to destinations. Whenever possible, family, neighbors, friends or community agencies who can provide this service without charge will be utilized.

Excludes transportation to receive non-emergency medical services which are covered under the Medicaid State Plan transportation benefit, or in the case of a self-directing member with budget authority to purchase such services, under the Other Transportation service. Excludes emergency (ambulance) medical transportation covered under the Medicaid State Plan service.

Taxis or common carriers must comply with Wis. Stat. Ch. 194. Public mass transit must comply with Wis. Stat. § 85.20. Relatives and legal guardians meeting the requirements under Article VIII.N.2 may be paid to provide specialized transportation (community transportation).

Transportation (specialized transportation) - other transportation consists of transportation to receive non-emergency, Medicaid-covered medical services. This service may include items such as tickets, fare cards or other fare media, reimbursement of mileage expenses, or payment for services where the provider directly conveys the member and the member's attendant, if any, by common carrier or specialized medical vehicle (SMV) as appropriate to and from receiving Medicaid-covered medical services.

Members eligible for this service must have decision-making authority over a budget for the purchase of such services. Such members (1) are not limited to providers in the MCO's network, although the MCO must verify credentials of specialized medical vehicle providers, (2) are not required to obtain prior authorization to purchase any transportation service from a qualified provider to any Medicaid-covered medical service if the member's budget is sufficient to pay for the service, and (3) are not required to schedule routine trips if the member can obtain transport.

Excludes ambulance transportation, which is available through the Medicaid State plan. Excludes non-emergency medical transportation when authorized by the MCO as a State Plan service for members without budget authority. Excludes non-medical transportation which is provided under the sub-service of Community Transportation; however the same ride may be used to provide transport to medical appointments and community activities as long as there is not duplication of payment.

Specialized transportation agencies must comply with Wis. Stat. § 85.21 and Wis. Admin. Code DHS § 61.45. Individual providers must have a valid driver's license and liability insurance. Relatives and legal guardians meeting the requirements under Article VIII.N.2 may be paid to provide specialized transportation (other transportation).

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.

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. LCI 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 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 LCI 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.

- 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

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.

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

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. Contracted transportation services are often authorized by trip/mile and/or route:

Trips

A trip consists of the point of member's pick-up to delivery at member's destination. For example, if a member is picked up at home and transported to the clinic, one trip has been completed when the member is dropped off at the clinic.

A trip charge includes the following services:

- Dispatch of vehicle to the member's pick-up point
- Escort of the member from their point of origination to their destination
- Escort of the member from their destination to their point of origination
- This may include door-to-door, curb-to-curb or door-through-door accompaniment of members.

* If the services provided to LCI members do not meet all 3 of these criteria, Provider may not bill a trip charge.

Mileage

Mileage may be billed from the first mile of the trip.

Mileage cannot be billed for trips where a route rate or flat fee has been established.

LCI covers mileage for the shortest, most direct route from the point of member's pick-up point to the member's destination. Dispute of mileage will be resolved with www.maps.google.com using the shortest distance.

Unloaded Mileage

Unloaded mileage is the distance traveled without a passenger to pick up a passenger for LCI-authorized transportation. Unloaded mileage may be billable by SMV providers under the following circumstances.

- The vehicle travels empty more than 20 miles by the shortest route available from the dispatch point (i.e., vehicle starting location) to the member's location.
- Unloaded mileage is not reimbursed for travel less than 20 miles.
- Unloaded mileage is reimbursed only once when multiple members are being carried on one trip.
- Unloaded mileage is not reimbursed for a vehicle returning empty to its home base.

Route

Route transportation is the provision of travel from one location to another established location with an agreed upon rate. Route reimbursement rates may include travel from one city to another city or from the member's home location to a regularly routed and scheduled location.

Additional mileage cannot be billed separately when a route rate has been contracted.

Contracted route rates will be reimbursed per the provisions of the Rates and Service Codes chart in the contract.

Wait Time

Wait time is the time a vehicle and its driver spend waiting for a member upon arrival at their destination. Wait time rates may be negotiated between Provider and LCI. Wait time is only billable to LCI in situations where, due to location, Provider does not have the opportunity to provide other transportation services.

Holidays

LCI recognizes the following holidays:

- New Year's Day (January 1)
- Martin Luther King Jr. Day (Third Monday in January)

- Memorial Day (Last Monday in May)
- Juneteenth (June 19)
- Independence Day (July 4)
- Labor Day (First Monday in September)
- Thanksgiving (Fourth Thursday in November)
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)

*Holidays are recognized on the date of the Holiday.

Additional Requirements

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

- Transportation service providers are allotted a 15-minute window for pick up/drop-off times for rides scheduled in advance
- Negotiated out of county flat route rates include mileage and 2 hours of wait time.
- 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. Services cancelled will not necessarily be rescheduled and should not be assumed by the provider.