

Service Addendum: SPC 108 Prevocational 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
<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>
Service Definition and Description
<p>Prevocational services are designed to create a path to competitive integrated employment (CIE) for which an individual is compensated at or above the minimum wage, but not less than the customary wage and level of benefits paid by the employer for the same or similar work performed by individuals without disabilities. Prevocational services allow the member to develop general, non-job task-specific strengths and skills that contribute to employability in paid employment in integrated, community settings. Services are expected to occur over a defined period of time as determined by the member and the member's care planning team. Services are expected to specifically involve strategies that enhance a member's employability in integrated, community settings.</p> <p>Prevocational services should enable each member to attain the highest possible wage and work in the most integrated setting that is matched to the member's interests, strengths, priorities, and abilities. Services intend to develop general skills that lead to employment, including: the ability to communicate effectively and establish appropriate boundaries with supervisors, co-workers and customers; express and understand expectations; engage in generally accepted community workplace conduct and adopt appropriate workplace dress; follow directions; attend to tasks; workplace problem solve; manage conflicts; and adhere to general workplace safety. Services may include mobility training.</p> <p>Prevocational services may be delivered in a variety of locations in the community and are not limited to facility-based settings. Some examples of community sites include the library, job center, banks, or businesses.</p> <p>Prevocational services, regardless of how and where they are delivered, are expected to help people make reasonable and continued progress toward participation in at least part-time, integrated employment. Prevocational services are not considered outcomes; competitive integrated employment (CIE) and supported employment are considered successful outcomes of prevocational services. The optimal outcome of the provision of prevocational services is permanent integrated employment at or above the minimum wage in the community.</p> <p>Participation in prevocational services is not a prerequisite for individual or small group supported employment services. Members who receive prevocational services may also</p>

receive educational, supported employment and/or day services. A member-centered plan may include two or more types of non-residential services. However, different types of non-residential services may not be billed for the same period of time.

Members participating in prevocational services shall be compensated in accordance with applicable Federal and State laws and regulations.

Personal care provided to a member during the receipt of prevocational services may be included in the reimbursement paid to the prevocational services provider, or it may be covered and reimbursed under another waiver service so long as there is no duplication of payment.

Community Based Prevocational Services

There is a distinct difference between Facility-Based and Community-Based Prevocational Services (CBPV) services. The goal of CBPV services is to offer community-based services that will expose members to opportunities within the community that will lead to better decisions relative to employment. The majority of the member's authorized time must be spent in a community (non-facility) setting.

The intent of CBPV services is to increase members' independence and participation in their communities. A person-centered assessment and team-based planning process is used to develop very specific goals and service timelines with members. Services are for a defined period of time. Activities that contribute to the member's work experience, work skills or work-related knowledge are required. As with facility-based prevocational services, the goal is to assist members with obtaining competitive integrated employment. Supports are instructional in nature and focused on skill development in a variety of areas including, but not limited to:

- Community involvement and volunteering with non-profit organizations as a means to explore interest areas, to build a resume, to become comfortable with working alongside people without disabilities, or to develop general skills helpful for integrated employment
- Tours and informational interviewing at various local businesses of interest
- Job shadowing of jobs in the local community
- Attending classroom-based activities that are focused on preparing for integrated employment and that are held in appropriate community venues (technical college, library, and business centers, etc.)
- Attending Job Fairs or accessing other community resources
- Financial literacy
- Mobility and travel training
- Safety and situational awareness
- Self-awareness and self-advocacy
- Problem solving and critical thinking
- Social skills and development
- Self-discovery and vocational exposure

Service Provider works with the member and IDT staff to establish specific goals through assessment and personal discovery. Members receive individualized supports to achieve their goals in small groups.

Staff to Member Ratio

Providers of Prevocational Services shall maintain the following staff ratios:

- There shall be at least two (2) direct service staff for the first 15 people receiving prevocational services.
- Ratio of staff to program participants shall reflect the needs of the individuals.

Transportation

Transportation between the member's place of residence and the Prevocational Services site is not provided as a component of Prevocational Services. The cost of this transportation is not included in the contracted rate. If the Prevocational Provider also provides transportation, Lakeland Care may negotiate a rate for that service (SPC 107).

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

Prevocational Services may be provided to supplement but may not duplicate services being provided to a member as part of an approved Individualized Employment Plan (IEP) funded under the Rehabilitation Act of 1973, as amended, or being provided to a member under an approved Individualized Education Plan (IEP) under the Individuals with Disabilities Education Act (IDEA).

Prevocational Services may be provided to supplement but may not duplicate services provided under supported employment or vocational futures planning and support services provided under the waiver.

Students and other members ages of 18-24 can no longer work for subminimum wage without first exploring competitive integrated employment (CIE) through the Division of Vocational Rehabilitation (DVR) services. Individuals must enroll in DVR services and must complete activities or services that can include Career Counseling, Work-Based Learning, College Counseling, Soft Skills and Self Advocacy training. Only after completing those services and after a determination has been made that a member is currently unable to work in CIE shall they be eligible to enter prevocational services.

Members participating in prevocational service may be compensated in accordance with applicable Federal laws and regulations, but the provision of prevocational services is intended to lead to competitive integrated employment (CIE). Therefore, members participating in prevocational services may be involved in paid work if the following criteria are met:

(a) The member's participation in paid work, as a component of a prevocational services program, is for the purpose of facilitating progress towards voluntary participation in a permanent, and at least part-time integrated employment situation.

b) The LCI contracted prevocational service provider allows flexible scheduling and **holds a DVR contract for supported employment or job placement services.**

c) The LCI contracted prevocational service provider completes meaningful, person-centered assessments for each member about what is important and valuable to them regarding CIE at least every six (6) months and uses this information to establish a person-centered plan that includes measurements for milestones and progress towards CIE goals. This plan and goals are submitted to the member's IDT staff every six (6) months or upon request by IDT staff. Only activities that contribute to the member's work experience, work skills, or work-related knowledge can be included and reimbursed for under prevocational services if the member has an outcome of integrated employment. Prevocational providers that offer facility-based work are required to meet HCBS settings rule requirements and provide meaningful and age-appropriate activities that contribute to a member's work experience, work skills, or work-related knowledge during downtime (i.e., the time when paid work is not available in the facility-based setting), if they claim prevocational services funding for supporting members during downtime.

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

Lakeland Care contracted Providers 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.

LCI contracted provider will provide documentation to support they have the ability and qualifications to provide this service, demonstrated in at least one of the following ways:

- Accreditation by a nationally recognized accreditation agency.
- Meets the Centers for Medicare & Medicaid Services (CMS) and Wisconsin Department of Health Services (DHS) compliance requirements for nonresidential provider settings with the CMS Home and Community Based Services (HCBS) Settings Rule.
- Comparable experience for a qualified entity, including a minimum of two years of

experience working with the target population providing employment-related services that have a goal of integrated employment in the community at minimum wage or above.

In addition, the provider must comply with all applicable occupational health and safety standards of the federal Occupational Safety and Health Administration (OSHA) and if personal care services are provided, shall also meet the Supportive Home Care and In-Home Respite Training and Documentation Standards.

1. Training in provider agency's recording and reporting requirements for
 - a. Documentation of services
 - b. Critical incident and emergency protocol
 - c. Handling of complaints, and
 - d. Other procedures and information from the Provider deemed necessary to ensure the safe and appropriate provision of service.
2. Training in working with the target group(s) being served.
3. Training in person-centered assessment and planning strategies.
4. Training in the provision of the services being provided.
5. Training in the needs, strengths, and preferences of the individual(s) being served.
6. Training in using individualized communications styles.
7. Training in utilization of smart technology and/or assistive technology.
8. Training of rights and confidentiality of individuals supported.
9. Training in information and Provider procedure for adherence to the following LCI policies:
 - a. Critical Incident Reporting
 - b. Abuse and Neglect and Reporting Requirements
 - c. Restraint and Seclusion Policy and Procedure
 - d. Communication Expectations
 - e. Unplanned Use of Restrictive Measures
 - f. Rights and 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
- E-mail Notifications

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.

Documentation

A Prevocational Services Six-Month Progress Report must be submitted to the member's assigned IDT staff twice a year, once at each six-month MCP review or upon request by IDT staff. This report may be the State recommended report or a report agreed upon by LCI and the provider. Minimally, the Prevocational Services Six-Month Progress Report is required to address the following:

- Establish member's rate of pay and anticipated wages
- Identify member's interest, non-job-task strengths, priorities, abilities, and capabilities.
- Identify member's integrated employment outcome(s), including preferences and conditions
 - Description of the type of work the member wishes to do (i.e., work that is not a part of a prevocational services program)
 - Hours of work the member wishes to have on a daily or weekly basis.
 - Schedule of work the member wishes to have on a weekly basis.
 - Geographic preferences regarding where a member wishes to work
- If a member has not identified an integrated employment outcome, identify steps being taken to discover the member's integrated employment outcome(s), including any member/guardian concerns or barriers regarding participation in integrated employment
- Identify steps being taken to achieve member's integrated employment outcome(s) and submit an individualized plan for next six months
- Describe the general habilitation skills necessary for the member to obtain integrated employment and the specific activities the member will engage in to assist in developing and teaching these skills
- Outline the content and structure of the programs offered to the member during work center downtime and how these programs contribute to the member's work experience, work skills, or work-related knowledge.

Services must be reviewed minimally every six months to determine if progress is being made and if prevocational services remain appropriate for authorization.

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.

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.

Providers should reference the Rates and Service Codes chart of the contract to determine the units indicated in this agreement. Units of Prevocational Services are billable for the time the member is authorized and attends Prevocational Services. Services are billable at contracted rates.

Prevocational Services are billable to a maximum of 8 hours per day. Providers billing for service units more than an 8-hour workday will only be reimbursed for 8 hours.

Providers of Prevocational Services are required to provide for all identified care needs during the provision of Prevocational programming and are specifically prohibited from billing for additional services during the provision of Prevocational 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 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 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

- Additional units will not be authorized to provide supervision pre/post program hours. Supervision provided to members pre and post Prevocational program hours shall be included in the negotiated rate.
- Prevocational Services Provider will share with Lakeland Care Provider Relations and Contracting Team the criteria used to differentiate the levels of care within that facility.
- Prevocational providers are prohibited from billing Lakeland Care when a member goes on vacation, hospitalization, a member attends a camp, a member disenrolls from Lakeland Care, or the death of member. Providers internally need to assure that their billing staff verifies with staff/employees when members are gone. If provider bills, Lakeland Care will request the money to be returned to Lakeland Care as services were not provided to the Lakeland Care member. Lakeland Care will hold all future payments until money is returned to Lakeland Care.
- 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 preauthorizes 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.