

Service Addendum: Day Habilitation 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>Day habilitation services are the provision of regularly scheduled activities in a non-residential setting, separate from the member's private residence or other residential living arrangement, such as assistance with acquisition, retention, or improvement in self-help, socialization and adaptive skills that enhance social development and develop skills in performing activities of daily living and full community citizenship. Activities and environments are designed to foster the acquisition of skills, building positive social behavior and interpersonal competence, greater independence and personal choice. Day habilitation services focus on enabling the member to attain or maintain his or her maximum potential and shall be coordinated with any needed therapies in the member's person-centered services and support plan, such as physical, occupational, or speech therapy. For members with degenerative conditions, day habilitation activities may include training and supports to maintain skills and functioning and to prevent or slow regression, rather than acquiring new skills or improving existing skills. Day habilitation services may also be used to provide retirement activities. As some members get older, they may no longer desire to work and may need supports to assist them in meaningful retirement activities in their communities. Day habilitation may be furnished in a variety of settings in the community except for the member's residence. Day habilitation services are not limited to fixed-site facilities but may take place in stores, restaurants, libraries, parks, recreational facilities, community centers or any other place in the community. Transportation may be provided between a member's place of residence and the site of day habilitation activities or between habilitation activities sites (in cases where the member receives habilitation services in more than one place) as a component of day habilitation activities. Meals provided as part of these services shall not constitute a "full nutritional regimen" (3 meals per day). Personal care/assistance may be a component of day habilitation services as necessary to meet the need of members, but may not comprise the entirety of the service. Members who receive day habilitation services may also receive educational, supported employment and prevocational services. <u>Day habilitation may not provide for the payment of services that are vocational in nature (i.e., for the primary purpose of producing goods or performing services).</u> For day habilitation providers, the MCO shall assure that the provider has the ability and qualifications to provide this service, demonstrated in at least one of the following ways:</p> <ul style="list-style-type: none"> • Accreditation by a nationally recognized accreditation agency. • Comparable standards for a qualified entity, including a minimum of two years of experience working with the target population in providing this service, daily living

skills training, supportive home care, personal care, home health care, skilled nursing, supported employment or similar services.

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 LCIIDT staff.

Transportation

Transportation between the individual's place of residence and the Day services program site is not provided as a component of Day services. The cost of this transportation is not included in the contracted rate. If the Day services provider also provides transportation LCI 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

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 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 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.

Providers shall prepare and send a written report to LCI IDT staff every six months. LCI 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
- Established goals specific to the member
- Measurement of progress toward any established goals
- Level of participation in program activities
- Cares provided by the program staff (ADLs and IADLs)
- 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.

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.

Additional units will not be authorized to provide supervision pre or post program hours. Supervision provided to members pre and post Day service program hours shall be included in the negotiated rate.

Day Service Providers can only bill for the actual number of units that the member was present at the Day Service program site. Provider cannot bill for missed time/day. Providers are prohibited from billing LCI when a member goes on vacation, is hospitalized, attends a camp, dis-enrolls from LCI, or is deceased.

Providers can only bill for services rendered to the member. Provider will refund LCI the total amount of any/all units billed but the services not rendered to the LCI member. LCI will hold all future payments until money is returned to the LCI.

Providers are required to provide for all identified care needs during the provision of services and are specifically prohibited from billing fraudulently for additional services during the provision of these services.

Family Care services administered by LCI are funded by state and federal tax dollars through the Medical Assistance program. As a publicly funded system, LCI strives to maintain the integrity of the program by ensuring that all services are billed as authorized by LCI, and as rendered to members. LCI ensures this protection, by regularly conducting random reviews of claims submitted by its contracted providers. LCI reserves the right to request verification

documentation from providers. This could include but is not limited to providers' case notes, files, documentation and records.

Additional Considerations

- Services will be provided as identified and authorized by LCI IDT staff.
- Provider is required to comply with 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.