Service Addendum: Community Based Residential Facility

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.

Service Definition and Scope

Lakeland Care, Inc (LCI) follows the standards, guidelines, and descriptions for Community Based Residential Facilities (CBRF) outlined within the Wisconsin DHS Family Care Contract, and Wisconsin Administrative Code DHS Chapter 83. 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).

Community Based Residential Facilities (CBRF): are residences where five (5) or more adults not related to the operator or administrator of the facility, reside, and receive care, treatment, support, supervision, and training. An individual with an intellectual disability may only reside in a CBRF that is licensed for eight (8) or fewer residents, unless that person has been determined to require No Active Treatment (NAT) for the person's intellectual disability. Services may include supportive home care, personal care, supervision, behavior and social supports, daily living skills training, transportation and up to three hours per week of nursing care per resident. Waiver funds may not be used to pay for the cost of room and board. A licensed CBRF must comply with Wis. Admin. Code Ch. DHS 83.

Scope of Services

A contract for Community Based Residential Facility services with LCI incorporates, but is not limited to, the services and supports listed below.

<u>Physical Environment</u>

1. Physical Space: sleeping accommodations in compliance with facility regulations including access to all areas of facility and grounds, individual lockable entrance and exit, kitchen including stove, individual bathroom, and living area.
    a. CBRF shall be physically accessible to all individuals residing there. Residents should be able to enter, exit and move about the CBRF to get to their bedroom, bathroom, common space, dining area, and kitchen without difficulty.
2. Furnishings: all common area and bedroom furnishings including all of the following: bed, mattress with pad, pillows, bedspreads, blankets, sheets, pillowcases, towels and washcloths, window coverings, floor coverings.
3. Equipment: all equipment that becomes a permanent fixture of the facility. This includes transfer devices (lifts, gait belts, etc.), grab bars, ramps and other accessibility modifications, alarms, or other shared equipment.
4. Housekeeping Services: including laundry services, household cleaning supplies, and bathroom toilet paper and paper towels.
5. Building Maintenance: including interior and exterior structure integrity and upkeep, pest control, and garbage and refuse disposal
6. Grounds Maintenance: including lawn, shrub, and plant maintenance, snow and ice removal.

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

<u>Program Services</u>

1. Supervision: adequate qualified staff to meet the scheduled and unscheduled needs of members.
2. Personal Care, Assistance with Activities of Daily Living and Daily Living Skills Training.
3. Community Integration: planning activities and services with the members to accommodate individual needs and preferences. Providing opportunities for the participation in cultural, religious, political, social, and intellectual activities within the home and community. Members may not be compelled to participate in these activities. Providers shall allow members to participate in all activities that the member selects and is capable of learning unless the member's individualized service plan indicates otherwise.
4. HCBS Compliance: CBRF providers must maintain compliance with the HCBS settings rule. The settings rule is intended to ensure that people who receive services through Medicaid HCBS waiver programs will have access to the benefits of community living and will be able to receive services in the most integrated settings.
5. Health Monitoring: including coordination of medical appointments, accompanying, and transporting members to medical service when necessary.
6. Medication Management: including managing or administering medications and the cost associated with delivery, storage, packaging, documenting and regimen review. (The cost of bubble packaging, pre-drawn syringes, etc. are part of MA and/or Medicare Part D benefit and not billable to members or costs that can be incurred by other funding sources).
7. Behavior Management: including participation with the MCO in the development and implementation of Behavioral Treatment Plans and Behavioral Intervention Plans.
8. Facility Supplies and Equipment: including first aid supplies, gauze pads, blood pressure cuffs, stethoscopes, thermometers, cotton balls, medication and specimen cups, gait belts, etc.
9. Personal Protective Equipment for staff use including gloves, gowns, masks, etc.
10. OSHA and Infection Control Systems: including hazardous material bags, sharps disposal containers, disposable and/or reusable wash cloths, wipes, bed pads, air quality - free of unpleasant odors and secondhand smoke etc.
11. Transportation: transportation of the member is included in the scope of residential services. Residential service providers may meet the transportation need by transporting members directly or by purchasing and/or coordinating transportation from

another source. Lakeland Care IDT staff retain the discretion to authorize exceptional transportation needs based on the assessed needs of the member.

12. Resident Funds Management: assistance with personal spending funds, not including representative payee services.

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

1. Medication and Medical Care Co-payments.
2. Personal Hygiene Supplies: including toothpaste, shampoo, soap, feminine care products.
3. Member Clothing: shirts, pants, undergarments, socks, shoes, coats.
4. Costs associated with community recreational activities: event fees, movie tickets, other recreational activities of the member's individual choosing.

The following services and costs are coordinated and paid by LCI or Primary Insurance coverage, *if determined appropriate* through the RAD process, outside of the Residential Rate:

1. Personal incontinence products related to a diagnosis: briefs, pull-ups, catheters, reusable, protective pads, etc.
2. Respiratory/oxygen products/equipment
3. Durable medical equipment and supplies for a specific individual
4. Sleep apnea-related products/equipment
5. Hoyer/EZ Stand Lifts: On a case-by-case basis related to member specific needs outside of the providers' typical program services, LCI IDT could authorize a Hoyer or EZ Stand Lift if determined appropriate through the RAD process. Training regarding the use of this equipment is required and is the responsibility of the provider.

NOTE: Any items or equipment funded by LCI are the property of the member for which they were purchased.

Rate Setting and Billable Units

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. 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 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. All aspect of services shall be discussed between the LCI IDT staff, member or legal representative, and provider to ensure proper collaboration.

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.

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. LCI reserves the right to request verification documentation from. This could include but is not limited to' case notes, files, documentation, and records.

Rate Setting:
Residential services subcontracts or amendments shall be based on the Lakeland Care acuity-based rate setting model unless otherwise specified. Residential rates will be set for a period of not less than one year.
Rates may be adjusted if:

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

Bed Hold Policy:
Residential providers are required to request a bed hold authorization for a member's temporary absence from their facility. To do this, providers must contact the member's IDT within one business day to provide notification of the absence and request authorization. Bed hold charges will be paid per the LCI provider services contract when there is agreement on the part of LCI and the provider that the member is expected to return to the facility and provider has met the bed hold reporting requirements (within one business day).

The bed hold timeframe begins on the first day following the day the member last resided in the original facility and extends up to 14 days, or until the member's return. This maintains the timeline for the transition of the bed hold payment, if desired and appropriate, from LCI to the member/legal representative on day 15. Bed hold authorizations will not be backdated beyond one business day of notification to IDT staff.

For member absences of 14 days or less, when the member is not receiving services from another provider source funded by Medicaid or Medicare, a Bed Hold Authorization is not necessary, and the provider can continue to bill on current service authorizations. For absences of over fourteen days, the provider will need to notify the member's care team and coordinate as appropriate.

LCI would not reimburse under the following circumstances:

1. When a member is discharged from the setting at the provider's request
2. A member elects to move to a different setting.
3. A member becomes disenrolled from LCI
4. The death of member

A day includes the day of start of service, but not the day of termination of service. Day of disenrollment of a Family Care member is not a paid service day. All aspect of services shall be discussed between the LCI IDT staff, member or legal representative, and provider to ensure proper collaboration.

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 ethnic backgrounds, including supporting members with limited English proficiency or disabilities, and regardless of gender, sexual orientation, or gender identity. This includes fostering attitudes and interpersonal communication styles in staff and providers which respect members' cultural backgrounds.

Staff Qualifications, Training and Competency

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

Provider shall ensure that staff providing care to members are adequately trained and proficient in both the skills they are providing and in the needs of the member(s) receiving the services.

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.

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, neglect, exploitation 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

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

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

Staffing Assignment and Turnover

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

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.

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.

Communication, Collaboration and Coordination of Care

LCI communicates with providers regularly in the following formats:

1. Provider Network Advisory Committee
2. Provider Newsletter
3. LCI Website

4. Email Notifications
5. Provider Portal

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 shall notify the LCI Provider Quality Specialist (PQS) of any visits by their licensing or other regulatory entities within three days from the conclusion of the visit.

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

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

Providers will communicate with LCI IDT for:

1. Service coordination for Medical Equipment or Supplies
2. Plan of Care development and reevaluation
3. Transition difficulty, discharge planning
4. Ongoing Care Management
5. Changes in service provider
6. The member or provider is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and member)

Referrals/Admissions

Through the use of the Resource Allocation Decision (RAD) process, the LCI IDT staff shall assess the member's needs and outcomes to determine the level of services to be authorized. The IDT will then make a referral to the facility for an assessment. At this time, the IDT will share any pertinent information, assessment data, and/or historical data to assist the facility with their assessment and development of their care plan; the IDT will inform the facility of specific health and safety needs to be addressed. This information exchange shall include the assessed needs and the written service referral form which specifies the expected outcomes, amount, frequency, and duration of services.

***Note**: There may be instances where expedited admission occurs when necessary to meet the member's health and safety needs. LCI IDT may not be able to share all the pertinent information prior to admission in which case LCI IDT will ensure this is provided to the facility within three business days.*

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.

Member Incidents
Provider agencies shall report all member incidents to the LCI IDT. Providers must promptly communicate with the LCI IDT regarding any incidents, situations or conditions that have endangered or, if not addressed, may endanger the health and safety of the member. Acceptable means of communicating member incidents to the LCI team would be via phone, fax, or email **within one (1) business day**.

> ***Note**:* Provider staff will first follow their own established in-house protocols for reporting incidents. 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 below circumstances

Providers shall record and report:

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

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

Termination of Services

Before a CBRF involuntarily discharges a resident, the licensee shall give the resident or legal representative a 30-day or until safe discharge plan is identified written advance notice. The notice shall explain to the resident or legal representative the need for and possible alternatives to the discharge. The CBRF shall provide assistance in relocating the resident and shall ensure that a living arrangement suitable to meet the needs of the resident is available before discharging the resident. The provider shall collaborate with the member/guardian, IDT

staff and potential provider(s) to ensure a smooth transition for the member, providing service until a new placement is secured. Notice is not required due to death of a resident.

Regarding emergency terminations or temporary transfers, if a condition or action of a resident requires the emergency transfer of the resident to a hospital, nursing home or other facility for treatment not available from the CBRF, the CBRF may not involuntarily discharge the resident unless the requirements below are met.

The CBRF may not involuntarily discharge a resident except for any of the following reasons:

1. Care is required that is beyond the CBRF's license classification.
2. Care is required that is inconsistent with the CBRF's program statement and beyond that which the CBRF is required to provide under the terms of the admission agreement and this chapter.
3. Medical care is required that the CBRF cannot provide.
4. There is imminent risk of serious harm to the health or safety of the resident, other residents, or employees, as documented in the resident's record.
5. As provided under s. 50.03 (5m), Stats. or otherwise permitted by law.

Notice requirements:
Every notice of involuntary discharge shall be in writing to the resident or resident's legal representative and shall include all of the following:

1. A statement setting forth the reason and justification for discharge listed under par.(b).
2. A statement that the resident or the resident's legal representative may ask the department to review the involuntary discharge by sending a written request within 10 days of receipt of the discharge statement to the department's regional office with a copy to the CBRF. The notice shall state that the request must provide an explanation why the discharge should not take place.
3. The name, address, and telephone number of the department's regional office director.
4. The name, address, and telephone number of the regional office of the board on aging and long term care's ombudsman program. For residents with developmental disability or mental illness, the notice shall include the name, address and telephone number of the protection and advocacy agency designated under s. 51.62 (2) (a), Stats.

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.

Documentation

Providers shall comply with documentation as required by this agreement; and if applicable, state licensure and certification requirements as expressed by ordinance, state and federal rules and regulations applicable to the services covered by this contract.

Each LCI member shall have a developed plan of care specific to their needs which address each area of service need being provided. A copy of this care plan shall be supplied to LCI IDT staff.

At any time, the IDT staff may request:

1. A copy of all incident reports within 3 days of incident.
2. A copy of Member Health Screening & Medication Authorization form and if applicable, medical service notes within one week of service.
3. A written report to enhance the coordination and/or quality of care, including changes in members' activities; a list of supportive tasks provided; or ongoing concerns specific to the member.
4. Additional documentation of the services provided.

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.
- 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.