

Service Addendum: Supported Apartment Program

The provision of contracted, authorized, and rendered services shall be in compliance with the requirements and expectations of this agreement, the service description and requirements of this section, and, if applicable, state certification and licensing criteria.

Service Definition

Lakeland Care, Inc (LCI) follows the standards, guidelines, and descriptions for Supportive Home Care (SHC) outlined within the Wisconsin DHS Family Care Contract. 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 DHS Family Care contract defines Supportive Home Care as: the provision of services to directly assist people with daily living activities and personal needs and to assure adequate functioning and safety in their home and community.

Supported Apartment Program (SAP) is a subservice within the Supportive Home Care benefit package provision. Individual Service Plans (ISP) shall be developed by the provider to address which areas of service within the supportive home care (SHC) definition apply.

Service Description

Scope of Services

A contract for SAP services with LCI includes the expectation that all services and supports defined within the DHS Family Care contract as a provision of service under SHC are available to members authorized under these services as needed and defined within their individual service plan (ISP). This is a service that can include 24-hour, 7 days per week staff availability to the member to respond to crisis needs, unscheduled needs and unplanned supports.

SHC Codes specific to SAP generally include one or more of the following:

- S5126 per diem
- S5136 per diem

This list is not all encompassing, but a listing of general categories and examples of costs typically incurred in each category.

Program Services (Care and Supervision)

1. Supervision: adequate qualified staff to meet the scheduled and unscheduled needs of members. The 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 and defined within the member's ISP.
2. Personal Assistance: Hands on care and assistance with Activities of Daily Living.
3. Routine Housekeeping: Chores, cleaning activities, and intermittent household tasks related to health and safety.
4. Community Integration: Assistance to find and access community activities, employment, volunteer work, religious services, church groups, and assistance with socialization related to family and other contacts.

5. Health Monitoring: Coordination of medical appointments, accompaniment of members to medical appointments, and transportation to medical appointments. Support for physical activity program management.
6. Medication Oversight: including medication set-up, medication management, or administering medications.
7. Behavior Support Planning: including participation with LCI in the development and implementation of Positive Support Plans and Behavioral Intervention Plans. Developing emotional regulation, healthy boundaries, and crisis coping skills.
8. Personal Protective Equipment (PPE): Necessary equipment for caregivers to perform their duties under OSHA guidelines. Cost of supplies such as gloves, masks, gowns, etc. that are used by the worker for personal protection during supportive home care duties are covered within the reimbursement rate.
9. Transportation: Medical and non-medical transportation needs would be determined as part of the assessment process whether coordinated or provided directly. This may include assistance to understand and access public transit systems when appropriate, or transportation as part of supervision i.e. medical.
10. Financial Management: Household expenses and payment of utilities are not the responsibility of the provider and should be paid directly by the member or their financial representative. For members who do not have a legal financial representative- assistance with personal spending funds, budgeting, and money management. Members accounts must be balanced monthly, and the monthly financial summary must be available to IDT upon request.
11. Nutrition: Meal planning, grocery lists, shopping, nutrition, cooking, and food safety.
12. Assistive Technology: Interventions such as door or fall alarms, wander guards, and as needed phone and video interventions.

Additional Contract Requirements

1. An SAP may not be provided in circumstances under which a certified or licensed Adult Family Home (AFH) or Community Based Residential Facility (CBRF) would be required to satisfy any state or federal law, regulation, or administrative rule.
2. SAP services must be provided in an independent setting, not owned by the service provider. Payment of rent shall be paid directly to the landlord by the member or financial representative.
3. Leases may not be in provider name.
4. SAP service providers cannot also be the landlord and receive payment for rent from persons receiving services.
5. An SAP provider may not sublease to a member receiving the SAP provider's services.
6. Providers of SAP cannot give a 30-day written notice of eviction. The LCI member has a lease directly with the landlord, therefore the landlord must provide appropriate parties a written notice in compliance with requirements of any applicable tenant rights law.
7. Members are allowed choice of service provider (including SAP service provider) and choice of roommates.
8. It is not the responsibility of LCI members to provide food, meals, or personal supplies (including personal protective equipment) to staff. The provider and/or staff are responsible to pay for staff food/ meals and supplies used while providing services to the LCI members.
9. SAP service provider shall not implement house rules within the member's home.
10. Use of space within the residence by the provider for business purposes (i.e. office space or storage) shall not result in any subsidization of provider costs by the member(s). For

example: Rent for two-bedroom home operating as a SAP is \$400, and one bedroom is occupied by LCI member, while one bedroom is used by the provider. The members' portion of the rent is \$200. Provider's rent is \$200 for the one bedroom occupied by the provider. Provider's portion of rent shall be paid directly to the landlord.

11. SAP service providers may be held accountable for the condition in which the member's home is maintained. Damages done to an apartment/home because of provider negligence or failure to adhere to the expectations of LCI as stated in the LCI Provider Contract and addenda are the responsibility of the provider and will be paid by the provider to the landlord/owner.

The following service 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.

Billable Units

The services for which Lakeland Care, Inc. (LCI) is contracting with Provider organizations 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 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. LCI reserves the right to request verification documentation from. This could include but is not limited to case notes, files, documentation, and records.

Member Absence Policy:

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

Providers cannot bill LCI for the following circumstances:

1. When a member is discharged from service 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 aspects 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 all applicable state and regulatory requirements.

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.

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, financial 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. Adult Incident Reporting System (AIRS) Policy and Procedure
 - b. Restrictive Measures Policy and Procedure
 - c. Confidentiality of Information Policy and Procedure and HIPAA Privacy Complaints and Grievances Policy and Procedure
 - d. Unplanned use of Restrictive Measure
 - e. Confidentiality

Personal Care 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:

1. 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.
2. 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 SAP agency.
3. Recognition of, and Response to, an Emergency, including protocols for contacting local emergency response systems; prompt notification of the SAP agency and notification of the contacts provided by the member and LCI's IDT.
4. Member-Specific Information, including individual needs, functional capacities, relevant medical conditions, strengths, abilities, member preferences in the provision of assistance, SAP-related outcomes, and LCI's care manager and RN Care Manager contact information. The member/representative may provide this training component, in whole or in part.

5. General Target Population. Information that is applicable to the members the worker will serve.
6. 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 housekeeping services the worker will provide.)
7. 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:

1. 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.
2. 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 SAP agency.
3. Recognition of, and Response to, an Emergency, including protocols for contacting local emergency response systems; prompt notification of the SAP agency and notification of the contacts provided by the member and LCI's IDT staff.
4. 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.
5. 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 and RN 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 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

For workers exempted from some or all the training requirements under 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.

1. 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.

2. 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 this subsection, 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.*

Completion and Documentation of Training

1. Timeframes
 - a. Personal assistance services training shall be completed prior to providing personal assistance services.
 - b. Household/chore services training shall be completed within two months of beginning employment.
2. Responsibility for Creating and Maintaining Documentation
 - a. The SAP agency shall document the training and any exemptions or waivers and maintain the documentation.
3. Content of Documentation
 - a. 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.
 - b. 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.
4. Additional Training
 - a. 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.

Staffing Assignment and Turnover

Provider's staff to member ratio shall be in accordance with individuals ISP as agreed upon with IDT and members legal representation if applicable and compliant with all 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) 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. The provider will notify LCI IDT staff in their reporting of any changes to staff providing services.

Communication, Collaboration and Coordination of Care

LCI regularly utilizes the following platforms to communicate with Providers:

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, Legal Representatives, and other identified individuals identified within the member's team 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.

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 provider for an assessment. At this time, the IDT will share any pertinent information, assessment data, and/or historical data to assist the provider with their assessment and development of their individual service plan; the IDT will inform the provider 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.

Each LCI member shall have an Individual Service Plan (ISP) developed specific to their needs which address each area of service need being provided.

1. The ISP must be reviewed and completed within seven days after the start of services for a new member.
2. Within 30 days, IDT, Legal Representative, and provider will meet with the member to review the ISP and complete any updates.
3. The ISP shall specify any ongoing expectation for documentation and updates to the member's Legal Representative and IDT related to specific member outcomes. Member specific communication, frequency and format should be determined between the provider agencies, IDT staff, and the member during the assessment process.
4. Providers shall review a member's ISP at minimum every six months, or with any significant change in support needs. Provider agencies will inform member's care team of changes in support needs as they occur.

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 above 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 an agency incident or event report
 - e. Elopement
 - f. Unplanned use of restrictive measure

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

Provider may terminate service to a member after issuing to the appropriate parties (including the member/legal representative and LCI) a 30-day written notice or until a safe transition plan is identified. The provider shall collaborate with the member/legal representative, IDT staff and potential provider(s) in order to ensure a smooth transition for the member, providing service until a new placement is secured. The LCI IDT or designated staff person will notify the provider agency when services are to be discontinued. Notice is not required due to death of a resident, or when an emergency termination is necessary to prevent harm to the health and safety of the member or other household individuals.

Electronic Visit Verification (EVV)

Electronic Visit Verification (EVV) is a system that utilizes technology to make sure that members and participants receive the services they need. Workers check in at the beginning and check out at the end of each visit, using a smart phone or tablet, small digital device, or landline telephone. The EVV system captures six key pieces of information:

- Who receives the service
- Who provides the service
- What service is provided
- Where the service is provided
- The date of service
- The time the service begins and ends

EVV is required when a worker enters a private residence or unlicensed setting to provide SHC service to a member. This includes SAP settings where up to twenty-four-hour service is available, and per day service code types are used.

EVV is federally required for Medicaid-covered personal care, applicable supportive home care, and home health care services.

Documentation

Providers shall comply with documentation as required by this agreement and all applicable state and federal rules.

Providers will document and make available to IDT upon request any financial or medication administration supports as appropriate. These will be reviewed every six months with the member's IDT.

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. A copy of Member Health Screening & Medication Authorization form and if applicable, medical service notes within one week of service.
6. 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.
7. 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.
- 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.