

## Service Addendum: Consumer Education and Training

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.

### Section 1. Service Definition and Description

**Consumer Education and Training** is designed to help members:

- a) Develop self-advocacy skills
- b) support self-determination
- c) exercise civil rights and
- d) acquire skills needed to exercise control and responsibility over support services.

Self-advocacy skills enable members to communicate wants and needs, make informed decisions, voice their choices, and develop trusted support with whomever they can share concerns.

Providers must have expertise in problem solving, self-advocacy skills development, self-determination, community integration, financial management and decision-making.

**Excludes** educationally related services available under Individuals with Disabilities Education Act (IDEA) (20 U.S.C.1401 et seq) or other relevant funding sources. Excludes education/training costs **exceeding \$3000** per member annually. Excludes payment for hotel and meal expenses.

**Service Description** Covered expenses may include enrollment fees, books and other educational materials, and transportation related to participation in training courses, conferences, and other similar events. The consumer education and training service includes education and training for members, their caregivers, and legal decision makers that is directly related to developing self-advocacy skills. Managed care organizations ensure that information about educational and/or training opportunities is available to members, their caregivers, and legal decision makers.

### Section 2. Rate Setting and Billable Units

**Billable Units** H0038 is a code used for billing peer support services. Specifically, it represents "Self-help/peer services, per 15 minutes". These services are provided by trained individuals with lived experience in mental health or substance use recovery, and they are designed to support individuals in their recovery journey. S9445 and S9446 are codes used to bill for educational services provided by non-physician healthcare providers and are billed per session.

Service Code	Description	Unit
H0038	Self-help/peer services	Per 15 minutes
S9445	Consumer Education & Training- Individual	Each
S9446	Consumer Education & Training- Group	Each

\*Additional modifiers based on individual rate agreements

The services for which Lakeland Care, Inc. (LCI) are contracted 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 aspects of services shall be discussed between the LCI IDT staff, members 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 Providers. This could include but is not limited to case notes, files, documentation, and records. LCI may require Providers to present evidence of sufficient financial reserves to operate home and meet member needs for at least 30 days without receiving payment for services rendered.

### Section 3. Standards of Service

Providers of services shall meet the standards of this agreement; and if applicable, agree to retain all licensing in good standing during the 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 Wisconsin Department of Health Services (DHS) may impose sanctions against a provider that does so. Per 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.

#### **Section 4. Staff Qualifications, Training, and Competency**

##### **Caregiver Background Checks:**

Providers will comply with all applicable standards and/or regulations related to caregiver background checks in accordance with Wis. Admin. Code ch. DHS 12. This includes all staff including prospective substitute providers, and all household members who are at or over the age of 18 years.

These checks must include the following documents:

- a) A completed Background Information Disclosure (BID), F-82064.
- b) A criminal history search from the records of the Wisconsin Department of Justice Wisconsin Online Record Check System Wisconsin Department of Justice Wisconsin Online Record Check System (WORCS).
- c) A search of the Caregiver Registry maintained by DHS.
- d) A search of the status of credentials and licensing from the records of the Wisconsin Department of Regulation and Licensing, if applicable.

Background checks of people under the age of 18 are at the discretion of the certifying agency. Services provided by anyone under the age of 18 shall comply with Child Labor Laws.

Providers shall review any certifications or licensures held by an individual staff and used in the care of LCI members. Review should occur at regular intervals based on expiration date or annually. This includes validation of driver's license and driving record if staff will be transporting members.

**Training:**

Providers shall ensure the 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 occur within the first six (6) months unless needed before to safely provide services and include:

- a) Provider Agency Policies and Procedures, including:
  - i. LCI member and provider rights and responsibilities
  - ii. Record keeping and reporting requirements to include incident reporting
  - iii. Arranging backup services if a caregiver is unavailable
  - iv. Other necessary and appropriate information
- b) Understanding Individuals Served, including:
  - i. Individual-specific disabilities, abilities, needs, functional deficits, strengths, and preferences
  - ii. Person-specific and general training on the target population
- c) Health and Safety Protocols, including:
  - i. Recognizing and responding to conditions that may impact a member's health and safety
  - ii. Recognizing abuse and neglect and reporting requirements
  - iii. Emergency response and member-related incident procedures
- d) Professional Skills and Conduct, including:
  - i. Interpersonal and communication skills for effectively working with members
  - ii. Confidentiality laws and procedures
  - iii. Handling complaints appropriately

*If applicable to service provision, training on restraint seclusion and unplanned use of restrictive measures and reporting.*

## **Section 5. Staffing Assignment and Turnover**

The 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, the provider agrees to make every effort to match and retain direct care staff under this agreement in a manner that optimizes consistency.

Changes in staff assignments to specific members and within the organization are at the discretion of the provider. The provider agrees to take member requests for specific staff into consideration when assigning or reassigning staff to specific members and will notify LCI IDT in their reporting of any changes to staff providing services

To establish and preserve this relationship, providers must have a process in place for:

- a) Members to provide feedback on their experience with the employees performing these tasks and respond when appropriate.
- b) Written information indicating who within the organization to contact with concerns, or questions related to the provision of services or direct care staff.
- c) The 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.
- d) Ensuring staff are supervised and assessed for effective collaboration with those they serve by conducting onsite supervision and review.
- e) Performance issues are addressed promptly and LCI IDT are kept informed about significant issues when members are impacted.
- f) Collaboration and communication between members, IDT, and all other stakeholders.

Providers must maintain a documented contingency plan to ensure continuity of authorized services. In the event that a designated staff member is unavailable to deliver scheduled services, the provider is responsible for ensuring that the member continues to receive all authorized services without interruption.

## **Section 6. Communication, Collaboration, and Coordination of care**

LCI holds primary responsibility for the development of the comprehensive assessment and care plan for each member. LCI retains sole authority for funding determinations related to each member's care plan.

LCI regularly utilizes the following platforms to communicate with Providers:

- a) Provider Network Advisory Committee
- b) Provider Newsletter
- c) LCI Website
- d) Email Notifications
- e) Provider Portal

Provider agencies are required to ensure LCI Provider Relations staff, LCI IDT, Legal Representatives, and other identified individuals identified within the members' 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.

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

The provider agency shall report to the LCI team whenever:

- a) There is a change in service provider
- b) There is a change in the members' needs or abilities
- c) 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 for providing authorized services during this time. The provider will establish an adequate backup procedure to ensure immediate health and safety needs are met which may include assistive technology, paid, and/or natural supports. This procedure will ensure that members will have access to direct support as soon as possible and no more than 30 minutes in the event of urgent circumstances. The LCI team or designated staff 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 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. The provider must include a description of the incident, factors leading up to the incident, and the actions and steps immediately taken by the provider to prevent further harm to or by the affected member(s).

Providers shall record and report:

- a) Changes in:
  - i. Condition (medical, behavioral, mental)
  - ii. Medications, treatments, or MD order
- b) Incidents or suspected incidents of:
  - i. Abuse, Neglect, or exploitation
  - ii. Medication Errors
  - iii. Falls (with or without injury)
  - iv. Urgent Care or Emergency Room visits or Hospitalization
  - v. Death: anticipated or unexpected
  - vi. Elopement or Missing Person
  - vii. Emergency or Unapproved use of restraints or restrictive measure
  - viii. Fire or other Natural Disaster affecting the home
  - ix. Any other circumstances warranting an agency incident or event report including news or social media story involving the member, facility, or staff.

**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.*

All reported incidents will be entered into the Adult Incident Reporting System (AIRS) 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.

## **Section 7. 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 addresses 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) A written report to enhance the coordination and/or quality of care, which includes:
- b) Changes in members' activities
- c) List of supportive tasks provided
- d) Ongoing concerns specific to the member
- e) Additional documentation of the services provided

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

- a) Provider meets the required standards for applicable staff qualification, training, and programming
- b) Verification of criminal, caregiver and licensing background checks as required.
- c) Policy and procedure for responding to complaints, inappropriate practices or matters qualifying as member-related incidents.
- d) Employee timesheets/visit records which support billing to LCI.

## **Section 8. 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.
- 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.
- 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 members. If initiation of the service at the member's preferred time is not feasible, the provider will express such to IDT, who will arrange an alternative start date No more than 60 business days from time-of-service order for services, or, if necessary, arrange to meet the member's needs by other means.

Provider Tax ID: \_\_\_\_\_

Authorized Provider Name: \_\_\_\_\_

Authorized Provider Signature: \_\_\_\_\_

Date: \_\_\_\_\_