

Service Addendum: Remote Monitoring and Support

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

Remote Monitoring and Support enhances or increases a member's independence and ability to live, work, or meaningfully participate in the community by providing real-time support using two-way communication and non-invasive monitoring technology. Non-invasive monitoring technology includes devices, sensors, and communication systems that allow remote support staff to monitor and communicate with members without providing direct physical assistance. Services are provided by trained remote support professionals who deliver live support from a remote location, decreasing reliance on paid on-site staff and avoiding placement in a more restrictive environment.

Transportation

Provider will negotiate contract rates that include mileage and travel time associated with the provision of service

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).

Scope of Services

Remote Monitoring and Support includes:

- a. An assessment of the member's remote support needs, including a discussion with the member and, if applicable, legal decision-maker about the types, locations, and required times of use of devices needed to ensure the member's health and welfare while maximizing the member's privacy and individual rights.
- b. Devices equipment, software, or communication and monitoring technology used in the context of remote monitoring and support services, including:
 - i. Motion, pressure, or temperature sensors;
 - ii. Radio frequency identification;
 - iii. Live audio or video feed;
 - iv. Web-based monitoring systems;
 - v. Automated medication dispenser systems; or
 - vi. Other devices that facilitate remote monitoring or live two-way communication.
- c. Installation, repair, and maintenance of equipment, devices, and technology systems.
- d. Remote support services, including:
 - i. Oversight, monitoring, and support provided by remote support staff;

- ii. Communication with back-up supports when needed in the event of an equipment malfunction or when the member otherwise needs in-person assistance, or EMS in the event of an emergency;
- e. Training and technical assistance for the member or, where appropriate, legal decision-maker or family members, including:
 - i. Informing the member and legal decision-maker of the control they will have over the equipment, including how the member or legal decision-maker can turn off monitoring devices;
 - ii. A description or tour of where devices or monitors will be placed, including the locations of monitors in bedrooms or bathrooms and scheduled times of use.

Section 2. Rate Setting and Billable Units

Billable Units

97755	Assistive Technology Assessment
T2029	Equipment Waiver (Motion, pressure, or temperature sensors)
T2029	Equipment Waiver (Radio frequency identification)
T2029	Equipment Waiver (live audio or video feed)
T2029	Equipment Waiver (web-based monitoring systems)
T1505	Electronic medication compliance management device includes all components and accessories (automated medication dispenser systems)
T2029	Equipment Waiver (other devices that facilitate remote monitoring or live two-way communication)
S5160	Installation, repair and maintenance of equipment, devices, and technology systems. (Emergency responses system; installation and testing)
S5161	Oversight, monitoring, and support provided by remote support staff (Emergency Response System service fee per month)
S5185	Oversight, monitoring, and support provided by remote support staff (Medication reminder service non face to face, per month)
S5135	Oversight, monitoring, and support provided by remote support staff (Companion care adult, e.g., IADL/ADL; per 15 min)
97535	Training and technical assistance for the member or, where appropriate, legal decision-maker or family members (Self-care/home management training (eg, activities of daily living (ADL) and compensatory training, meal preparation, safety procedures, and instructions in use of assistive technology devices/adaptive equipment) direct one-on-one contact, each 15 minutes)

*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.

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 use increments as listed in the rates and service codes chart to bill LCI up to the authorized number of units for the member. Providers can only bill for services rendered to the member. Provider will refund LCI the total amount of any/all units billed without services rendered to LCI member.

Providers of Remote Monitoring and Support 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' 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. HCBS Settings Rule

General Compliance All settings and locations must comply with Home and Community-Based Services (HCBS) rules and be determined compliant prior to eligibility for service provision under the Family Care waiver program.

Location-Specific Compliance Compliance is tied to a specific, approved location. Any change of address requires prior DHS approval and determination of compliance. Providers must submit a copy of the determination letter and update the contract before services may be funded at the new location.

Modifications to HCBS Requirements Modifications to HCBS settings rules are permitted to address health and safety risks. Such exceptions must be documented in the members' Person-Centered Plan (MCP) and the provider's Individual Service Plan (ISP) and referred to as a Modification of Rights (MOR) Plan. All modifications must involve the members, Legal Decision Maker (LDM) if applicable, Interdisciplinary Team (IDT), and provider.

Section 4. Standards of Service

Providers of services shall meet the standards of this agreement; and if applicable, agree to retain 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.

Before authorization of Remote Monitoring and Support, the following must be documented:

- a. Identification of a specific and individualized assessed need.
- b. Positive interventions and supports used prior to any modifications to the person-centered service plan.

- c. Less intrusive methods of meeting the need that have been tried but did not work.
- d. A clear description of the condition that is directly proportionate to the specific assessed need.
- e. Regular collection and review of data to measure the ongoing effectiveness of the modification.
- f. Established time limits for periodic reviews to determine if the modification is still necessary or can be terminated.
- g. Informed consent of the member.
- h. An assurance that interventions and supports will cause no harm to the member.
- i. Assurance that technology does not impact HCBS and member rights of all members residing in the home.

Cameras or monitors with audio or video feed may not be placed in bedrooms or bathrooms. Sensors or other devices without audio or video may be placed in bedrooms or bathrooms following the process described in A-H, above.

The member or legal decision-maker has a right to turn off monitoring devices or equipment and must be provided with instructions on how to turn off the devices.

The member, legal decision-maker, and any individuals living with the member must be fully informed of what remote monitoring entails, including whether recordings will be made, and must consent in writing to the use of remote monitoring and support systems, including for the types, locations, and schedule of use of remote monitoring devices, prior to use. The written consent forms are maintained in the member's record and updated at least every six (6) months or when necessitated by a change in the member's outcomes, preferences, situation, or condition.

The member, legal decision-maker, or individuals living with the member may retract their consent at any time. If consent is retracted, devices must be turned off and/or removed and back-up or necessary in-person supports authorized as soon as possible. Before authorizing Remote Monitoring and Support, the member, remote support provider, and MCO interdisciplinary team (IDT) must develop and document a back-up support plan in the event of an emergency, equipment malfunction, or if the member otherwise needs in-person assistance.

Additionally, the IDT shall assess whether remote support is sufficient to ensure the member's health and welfare. Remote monitoring services shall not take the place of on-site staff monitoring that is necessary to ensure the member's health and welfare. Remote Monitoring and Support excludes the purchase of internet services. The service may only be authorized for members who have access to necessary internet services. Provider will maintain the Central Monitoring System (CMS). The CMS shall receive signals from the personal electronic monitoring equipment and shall generate alerts based on said signals.

1. Provider will provide professional assessment of member(s)' homes and make recommendations of equipment needs. Assessment planning will be initiated with the member within three to five business days of the request.
2. Provider will install personal electronic monitoring equipment together with needed batteries, monitoring equipment, and phone adapters to make the equipment operational as deemed by the assessment.
3. Provider will provide staff at the CMS who will respond to alarms adhering to the agreed response received from the CMS. Provider's responsibility for monitoring will begin when its staff at the CMS receives a call indicating that the provider monitoring hours have begun, and that staff are ready and prepared to respond as specified in this agreement and specific to each individual plan.
4. Provider will be responsible for maintenance and technical support for the equipment at the CMS office and all other provider equipment or monitors. Provider will provide technical support in the form of troubleshooting and advice on use of the equipment and services. The provider will supply the member and LCI IDT staff with phone contact information if technical support is needed.

Responder shall:

1. During the agreed upon monitoring hours, provide staff who will physically respond as stated in the responder services section.
2. Provide adequate training for responders as indicated in the responder job description.

The provider and LCI understand and agree that neither provider/responder guarantee a member will be safe in all ways and from all dangers associated with the decision to be alone in their living unit during the hours of service. Safety needs and support needs not addressed by the described provider and/or responder services are as follows:

1. Events which do not activate one of the installed sensors.
2. Events which may occur outside the respective parties' hours of responsibility.
3. Inability by either provider and/or responder to deliver the services described in this agreement, where the inability is not caused by negligence of the provider and/or responder, such as, but not limited to, the effects of the equipment, monitors, or communications systems failures and delays in physical response due to weather, unforeseen forces of nature, or other conditions beyond the control of the parties.

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

Timeliness and Access

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.

Section 5. 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 licensure 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 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 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:
 - i. Incident Management System
 - ii. Restraint and Seclusion Policy and Procedure
 - iii. Communication Expectations
 - iv. Unplanned use of Restrictive Measure
 - v. Confidentiality

Remote support providers must meet the following provider qualifications:

1. UL or FCC standards for electronic devices, if applicable.
2. Use of a secure network system compliant with 45 CFR § 164.102 to § 164.534.
3. Written policies and procedures that define emergency situations and detail how remote support staff will respond.
4. Safeguards or emergency back-up systems, such as batteries or generators at the remote support center and for use in the member's home.
5. Provider trains staff on the ability to recognize and respond to emergencies, first-aid, member health, safety, and welfare, privacy and confidentiality, member rights, and member-specific information and individual needs.

Technology vendors must comply with UL or FCC standards for electronic devices.

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. Provider shall review any certifications or licenses held by individual staff, and used in the care of LCI members, at regular intervals, based on expiration date, or annually if no expiration is noted.

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

Section 6. 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.

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) 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.

Section 7. Communication, Collaboration, and Coordination of care

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 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.

All aspects of services shall be discussed between the LCI IDT staff, member 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 member's 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 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 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 LCI 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 8. 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 9.

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.
- The provider may not require the member to receive a service via interactive telehealth or remotely if in-person service is available.

Provider Tax ID: _____

Authorized Provider Name: _____

Authorized Provider Signature: _____

Date: _____