LAKELAND CARE
Together, we build better lives.

Service Addendum: Certified Adult Family Home

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

Residential Services are a combination of treatment, support, supervision, or care above the level of room and board provided to members residing in a community-integrated residential setting that meets HCBS settings requirements and includes 24-hour on-site response capability to meet scheduled or unpredictable member needs.

Services assist the member to reside in the most integrated setting appropriate to their needs and typically include supportive home care, personal care, and supervision. Services may also include social and recreational programming, daily living skills training, medication administration, intermittent skilled nursing services, and transportation.

Residential services also include coordination with other services and providers, including health care, vocational, or day services. Services may also include the provision of other waiver services as specified in the contract between the provider and Lakeland Care, Inc. (LCI).

Waiver funds may not be used to pay for the cost of room and board, items of comfort or convenience, or costs associated with building maintenance, upkeep, and improvement. Residential care services may be authorized only:

a) When a member's long-term care outcomes cannot be cost effectively supported in the member's home
b) When a member's health and safety cannot be adequately safe guarded in the member's home
c) When residential care services are a cost-effective option for meeting the member's long-term care needs

1-2 Bed Adult Family Homes- include owner operated homes that are the primary domicile of the operator and corporate homes that are controlled and operated by a third party that hires staff to provide support and services for up to two adults. Relatives and legal guardians meeting the requirements under Article VIII.N.2 may be paid to provide adult residential services in a 1-2 bed Adult Family Home (AFH). Agency and individual 1-2 bed AFH providers must comply with Wisconsin Medicaid Standards for Certified 1-2 Bed AFH and must be HCBS compliant per 42 CFR 441.301(c)(4).

LCI follows the standards, guidelines, and descriptions for AFH outlined within the Wisconsin DHS Family Care Contract, Wisconsin Medicaid Standards for Certified 1-2 Bed AFH, and Wisconsin Administrative Code DHS Chapter 82. Providers are subject to the same qualifications as under the Medicaid State Plan as defined in Wisconsin

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State Statute 1915 (c) Home and Community-Based Waiver services waivers #0367.90 and #0368.90 required under § 441.301 (c) (4). DHS requires all HCBS Adult Long Term Care waiver program Providers to be enrolled with Wisconsin Medicaid as described in Wis. Admin. Code ch. DHS 105.

Scope of Services: A contract for Certified 1-2 bed AFH services with LCI incorporates, but is not limited to, the services and support listed below:

Physical Environment:

a) Physical Space: accommodations in compliance with facility regulations including, access to all areas of facility and grounds, individual lockable entrance and exit, kitchen, individual bathroom, and living area.
   i. The kitchen must be equipped with a full range of appliances that are appropriately sized for the number of household members. There must be sufficient space and equipment in the kitchen for the sanitary preparation and storage of food. The dining room area should be large enough so that all household members, including respite members, may dine together if they choose to do so.
   ii. A member's bedroom may accommodate no more than two people.
      - Floor area for ambulatory members: In the event a member chooses to share a bedroom, the bedroom must have a floor area of no less than 60 square feet per member. In the event the member has a single occupancy bedroom, the floor area must be no less than 80 square feet. Based on individual assessment and the AFH person-centered service and support plan, additional space may be required.
      - Floor area for non-ambulatory members: Bedrooms must not be less than 100 square feet per non-ambulatory member. Bedrooms of non-ambulatory members must be accessible and permit evacuation in the event of a fire or other emergency.
   iii. There must be at least one bathroom with at least one sink, toilet, and shower or tub for every eight household members. The shower or tub must have a non-slip surface. The door of each bathroom must have a lock that can be locked from the inside and be able to be opened from the outside in an emergency.
   iv. AFH shall be physically accessible to all individuals residing there. members should be able to enter, exit and move about the AFH to access their bedroom, bathroom, common space, dining area, and kitchen without difficulty.

b) Furnishings: all common area furnishings and bedroom furnishings including all the following: bed, mattress with pad, pillows, bedspreads, blankets, sheets,

pillowcases, towels and washcloths, window coverings, floor coverings. There must be a separate bed for each member unless both members choose to share one bed. The bed must be clean, in good condition, and of proper size and height for the comfort of the member(s). Bedding and linens must be provided to members, be in good repair, maintained in clean condition, and laundered regularly.

c) 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.
d) Housekeeping Services: including laundry services, household cleaning supplies, and bathroom toilet paper and paper towels.
e) Routine Housekeeping and Sanitation: a clean and sanitary environment in all areas, including member living spaces. This includes the prompt and appropriate cleanup of bodily fluids (e.g., urine, feces, vomit, blood) in accordance with infection control protocols. The AFH must ensure that staff are trained and equipped to manage such incidents safely and in compliance with applicable health and safety regulations.
f) The AFH must have adequate routine removal services, including refuse removal and recycling when possible or required.
g) The AFH must have or arrange for access to laundry facilities for members and provide laundry services upon request.
h) Building and Grounds Maintenance: including interior and exterior structure integrity and upkeep, pest control, and garbage and refuse disposal as well as lawn, shrub, and plant maintenance, snow, and ice removal. The AFH and grounds must be safe, clear of obstructions, free from hazards, clean, well maintained, kept uncluttered, and free from insects and rodents. The AFH must be capable of meeting all applicable state and local building, fire, and zoning codes. It must be free from dangerous substances or have such substances stored safely and securely.
i) Environmental Modifications: carpet pads, wall protectors, baseboard protectors, Lexan coverings, magnetic locks, etc.
    i. Provided that the AFH posts signs indicating that monitoring or filming is taking place, electronic video monitoring and filming may only be allowed in the following AFH locations:

        - Parking areas.
        - Exterior locations where individuals may enter or exit the building.
        - Areas that are marked for employees only.
        - Storage areas.
        - Personnel office that is not accessible to members.

    ii. Electronic video monitoring and filming may be allowed in cooperation with law enforcement on a case-by-case basis, specific to an investigation and pursuant to any necessary permissions, warrants, or other authorizations.

iii. Auditory monitoring, such as baby monitors, may be allowed as indicated in both the Individual Service Plan (ISP) and the long-term care person-centered service and support plan (MCP).

j) Building Support Systems: including heating, cooling, air purifier, water, and electrical systems installation, maintenance, and utilization costs. The AFH must have adequate, safe, and functioning heating, hot and cold water, fire protection, electrical, plumbing, sewerage, and lighting systems. Indoor temperatures must be set in all seasons to consider the special needs of any member for warmer or cooler conditions. Higher or lower temperatures must be provided to the extent possible when requested by the member. Water temperatures are required to always remain between 110-115 degrees.

k) Fire and Safety Systems: including installation, inspection, and maintenance costs.
   i. Every AFH must be equipped with one or more fire extinguishers on each floor. Each required fire extinguisher must have a minimum 2A 10-B-C rating. All required fire extinguishers must be mounted. A fire extinguisher is required at the head of each stairway and in or near the kitchen. A single fire extinguisher located in close proximity to both of these areas may be used to meet the requirement.
   ii. Every AFH must be equipped with one or more single-station, battery-operated, electrically interconnected or radio-signal-emitting smoke detectors on each floor. Required smoke detectors must be in each habitable room except the kitchen and bathroom, and specifically in the following locations: at the head of each open stairway; at the door leading to every enclosed stairway; in the living and/or family room; and in each bedroom and the basement. A smoke detector located in close proximity to one or more of these areas may be used to meet more than one of these requirements.
   iii. Each AFH must have working carbon monoxide detectors on every floor, including the basement. A detector should be located within 10 feet of each bedroom door and there should be one near or over any attached garage.

l) Nutrition: three meals plus snacks, including any special dietary accommodation, supplements, thickeners, and consideration for individual preferences, cultural or religious customs of the individual member. Members must be given the opportunity to have their meals in a dining area with other household members who choose this option. Members must be given designated space to store personal food in the refrigerator and cupboards.
   i. Enteral feedings (tube feedings) are excluded from this requirement and are the responsibility of LCI. The provider cannot accept payment for board when members are receiving all nutrition via enteral feedings (tube feedings).

Telephone and Media Access: access to at least one phone designated for member use to make and receive calls. The home may require that any long distance or toll calls made by members be made at a member's own expense. Emergency telephone numbers must be posted or programmed into the phone designated for member use. Allow the ability to access information and news (e.g., television, newspaper, internet).

Program Services

a) Supervision: adequate qualified staff to meet the scheduled and unscheduled needs of members. Staff must be physically present at all times when members are in the home; technological monitoring cannot be used as a substitute for on-site staff presence.
b) Personal Care: assistance with Activities of Daily Living and Daily Living Skills Training.
c) Community Integration: planning activities and services with the members to accommodate individual needs and preferences. Providing opportunities for 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 the member selects and is capable of learning unless the member's ISP indicates otherwise.
d) HCBS Compliance: AFH providers must maintain compliance with the HCBS settings rule 42 C.F.R. § 441.301(c)(4) and the corresponding Wisconsin HCBS Settings Rule Benchmarks: 1-2 Bed Adult Family Homes, P-02060. The settings rule is intended to ensure that people who receive services through Medicaid HCBS waiver programs can access the benefits of community living and receive services in the most integrated settings.
e) Health Monitoring: including coordination of medical appointments, accompanying, and transporting members to medical service when necessary. Any new resident of the AFH must have received a health examination including a screening for communicable diseases such as TB no more than 90days prior to admission to the AFH. If the resident must be admitted on an emergency basis, prior to the completion of these requirements, the examination and screening must be completed, and results submitted to the provider or operator within seven days after admission. No examination is required for a person admitted for respite care unless the respite resident is expected to stay in the home for more than seven days and will be placed in the home no more than once in a calendar year.
f) 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 a Medicaid and/or Medicare Part D benefit and are not billable to members nor are they a cost that can be incurred by other funding sources, including LCI).
g) Behavior Management: including participation with LCI in the development and implementation of Behavioral Support Plans and Behavioral Intervention Plans.

h) Facility Supplies and Equipment: first aid supplies, gauze pads, blood pressure cuffs, stethoscopes, oxygen monitor, thermometers, cotton balls, medication and specimen cups, gait belts, etc.
i) Personal Protective Equipment for staff use includes gloves, gowns, masks, etc. 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.
j) Transportation: owner operated and/or Certified 1-2 bed AFHs are expected to provide social and medical transportation as a provision of their daily rate contracted with LCI. Vocational/day service transportation is paid and authorized by LCI for members. LCI IDT retain the discretion to authorize exceptional transportation needs based on the assessed needs of the member.
k) Resident Funds Management: assistance with personal spending funds, not including representative payee services.
l) Member Funds Management: assistance with personal spending funds, not including representative payee services.
    i. Per Wisconsin Medicaid Standards for Certified 1-2 Bed Adult Family Homes Article VII(D)(3)(c): No provider, operator, or staff person may handle more than $200 of member discretionary funds at any one time. If member discretionary funds exceed $200, the provider or operator must notify the fiscal agent, representative payee, or legal decision-maker to make arrangements for the disposition of excess funds. Member discretionary funds must not be comingled with another person's funds, including those of the provider or operator even in cases where the provider or operator may also be the member's legal financial decision-maker.

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

a) Medication and Medical Care Co-payments.
b) Personal Hygiene Supplies: including toothpaste, shampoo, soap, feminine care products.
c) Member Clothing: shirts, pants, undergarments, socks, shoes, coats.
d) 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:

a) Personal incontinence products related to a diagnosis: briefs, pull-ups, catheters, reusable, protective pads, etc.
b) Respiratory/oxygen products/equipment
c) Durable medical equipment and supplies for a specific individual

d) Sleep apnea-related products/equipment

Full Mechanical or Stand Lifts: The LCI IDT may authorize a full mechanical or stand lift when deemed appropriate through the RAD process. This decision is made on a case-by-case basis, considering the specific needs of the member beyond the provider's standard program services. Training on the proper use of this equipment is required and is the provider's responsibility.

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

Respite:

Certified AFH Providers may provide respite care only when approved by the certifying agency. The provision of Respite Care services must be reflected in the AFH's Program Statement. A provider deciding to offer respite care services must update their program statement, share it with their certifying agency, and provide 90-day advanced notice to current members in the home. There may be no more than two respite members and no more than two permanent members in the AFH at any one time. Respite Care is a temporary service and must not be used as a permanent placement. Respite Care stays may not exceed 28 consecutive days and should not exceed 90 days per calendar year per member.

Section 2. Rate Setting and Billable Units

The services for which 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 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. Providers will refund LCI the total amount of any/all units billed without services rendered to LCI members.

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 the home and meet members' needs for at least 30 days without receiving payment for services rendered.

Rate Setting:
Residential services subcontracts or amendments shall be based on the tier-based rate setting model unless otherwise specified. Residential rates will be set for a period of no less than one year. Residential services provider agreements or amendments shall specify a contracted rate, include a fee schedule, or reference an acuity-based tier rate setting model.

Rates may be adjusted:

a) Anytime, through mutual agreement between LCI and the provider.
b) When members move in or out of the AFH, the rate will be effective on the date of the move.
c) When a member's change in condition warrants a change in the tier-based rate setting model.
d) An adjustment in payment rate due to a member's tier change, whether resulting in a state directed rate increase or rate decrease, shall not be considered a rate change for the purposes of this twelve (12) month period.
e) When a rate has been in effect for at least twelve (12) months, and a change is proposed for an individual member or facility:
f) LCI must provide sixty-day written notice to the provider prior to implementation of the new rate.
g) The rate change may apply to the entire contract or to specific rates within the contract, but only on a prospective basis.
h) Rates which are reduced using sub e) are protected from additional decreases during the subsequent twelve (12) month period.
i) A state directed increase shall not be considered a rate change for the purposes of this twelve (12) month period.

Reimbursement toward respite care is included in the daily rate for owner operated AFHs. Providers are responsible for paying their own respite workers. Providers may elect to utilize another owner operated AFH or may recruit and train their own respite workers. Providers must notify the LCI IDT whenever respite care workers are utilized. Owner operated AFH providers will follow the Respite Worker Procedure for any paid or unpaid person who provides care to LCI members in the absence of the AFH provider. This includes completing the following:

a) Respite Worker Checklist or Respite Worker Checklist for Non-certified Homes
b) Respite Worker Expectations and Quality of Care
c) Submitting the Background Information Disclosure (BID) Forms to LCI for all Respite Workers for approval
d) Completing the Respite Worker Home Checklist when the LCI member will be staying in the Respite Worker's home that is not an AFH certified by LCI
e) Providing training to all Respite Workers about the care needs of the LCI members living in the AFH

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). Requests made after the reporting requirements will not be paid.

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 returns or it is determined that they will not return, whichever occurs first. This maintains the timeline for the transition of the bed hold payment, if desired and appropriate, from LCI to the member or legal decision maker on day 15. The provider should work with the member or legal decision maker to determine an amount to be paid directly to the facility by the member or legal decision maker. Bed hold authorizations will not be backdated beyond five business days 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 (such as vacations or overnight visits with family), 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
5. A provider does not meet the 5-business day reporting requirement

A day includes the 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, member or legal representative, and provider to ensure proper collaboration.

Service Code	Modifier	Description	Unit
T2031	U1, U6, U7, G1	AFH 1-2 Bed Tier 1 Corp	Daily
T2031	U2, U6, U7, G2	AFH 1-2 Bed Tier 2 Corp	Daily
T2031	U3, U6, U7, G3	AFH 1-2 Bed Tier 3 Corp	Daily
0220		AFH 1-2 Bed hold	Daily
T2031	U1, U5, U7, NR	AFH 1-2 Bed Tier 1 OO	Daily
T2031	U2, U5, U7, NR	AFH 1-2 Bed Tier 2 OO	Daily
T2031	U3, U5, U7, NR	AFH 1-2 Bed Tier 3 OO	Daily

*Additional modifiers based on individual rate agreements

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.

Community-Based Settings Compliance is required for both facility-based and community-based settings, unless the setting operates 100% in the community. A setting is considered 100% community-based if participants:

a. Are never present at a designated service location
b. Only meet at the location in the morning before proceeding into the community for the remainder of the day.

The setting may serve as a pickup/drop-off point but must not provide any services or support on-site.

Location-Specific 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.

Residents have the right to:

a) Experience full access to the community. This includes chances to seek employment and work in integrated settings, take part in community life, control personal resources, and get services in the community. They get access to the community to the same degree as people not getting Medicaid HCBS.
b) Decide where they live. Options include non-disability-specific locations. Their long-term care person-centered service and support plan provides options based on their needs, preferences, and resources.
c) Be treated with dignity and respect. They also have the right to privacy and freedom from coercion and restraint.
d) Live with independence. They are encouraged to make their own choices about life, daily activities, friendships, and the places they visit.
e) Choose services and supports. They also choose who provides them.
f) Enter into legal agreements with the provider to own, rent, or occupy a residence. This also protects them from eviction.
g) Have a physically accessible residence.
h) Privacy of living space. They have doors that lock and can choose their roommates. They can also choose their furniture and decorate if it doesn't break the rules of the lease or agreement.
i) Control their schedules. They also have access to food at any time.
j) Visitors of their choice, at any time.

Residential settings must meet these rules to be considered compliant.

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. Certification is not transferable to another provider or operator, another location owned or operated by the same provider or operator, or any other address, including another private residence.

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. LCI 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.

Providers 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.

Program Statement:
All 1-2 Bed AFH Providers must have a program statement submitted with their application for certification or recertification which, at a minimum, describes the following:

a) The target group and number of individuals the applicant is willing to serve including family members.
b) Whether the house is physically accessible to individuals who require such accommodation.
c) The physical environment and surrounding property that can be accessed by residents who live in the AFH.
d) Community resources that can be accessed by residents who live in the AFH with or without transportation assistance.
e) Services and supports the AFH offers residents.
f) Licenses or certifications held by the provider or operator.
g) When respite care is provided in the AFH, the program statement must include:
    i. A statement as to the maximum number of respite residents in the AFH at any one time.
    ii. A description of the physical space within the AFH that will be used for respite residents.
    iii. How frequently the AFH may be used for respite care.
    iv. Whether or not the respite care will involve additional staff in the AFH.
    v. Whether staff are awake at night.
h) Household members and their relationship, if any, with the provider or operator.
i) Pet policy.
j) Additional information the AFH or certifying agency deems appropriate to assist prospective residents or placement agencies to make decisions related to the use of the AFH.

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. This information must be provided in applications for initial certification and recertification. Caregiver background checks for providers, operators, and staff in the AFH must have been completed no more than 90 days prior to the AFH initial date of certification. Required background checks must be done at least once every three (3) years for providers, operators, household members who are 18 years and older, and staff in existing AFHs seeking recertification. Each new member of staff at the time of hire and each new household member aged 18 or older must pass the required background checks prior to living or working in the AFH. Documentation that background checks have been completed for all applicable persons in the AFH, along with the results, must be provided to the certifying agency during the certification and recertification process.

The 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. This includes validation of driver's license and driving records if staff will be transporting members.

Training:
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. The provider 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.

The provider shall ensure all staff who provide services in the home that meet the definition of caregiver have completed not less than 15 hours of up-to-date training during the first 90 days of certification or within the first 90 days of new hire as well as

annually. Training from previous employers will not count toward initial training. The 15 hours of training must include, but is not limited to, all the following topics:

a) Member health, safety, and welfare
    i. Recognizing signs of abuse, neglect, and financial exploitation
    ii. Trauma informed care
    iii. Crisis intervention
    iv. Informed choice and autonomy
    v. Person-centered/strength-based planning and support
b) Conflict of interest
c) Resident rights
d) Community inclusion and integration
e) Service provision to residents including services specifically provided to the target group served by the AFH
f) Fire safety
g) First aid
h) Privacy and confidentiality
i) Dignity of risk as defined in Article I.C.15 of the Wisconsin Medicaid Standards for Certified 1-2 Bed Adult Family Homes.
j) Roles, responsibilities and limitations of legal guardians, Power of Attorney agents, and Supported Decision-Makers
k) Medication management and administration
l) The use, avoidance, and approval process involved when restrictive measures may be needed under emergency or nonemergency conditions.

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

LCI may require staff to complete additional hours of training as dictated by the needs of members in the AFH. The certifying agency may require an applicant, provider, operator, substitute provider, and all staff who provide services to members to complete some or all this training prior to certification.

The provider agency must maintain the following documentation and make available for review by LCI upon request. LCI may deny or revoke certification if the applicant, provider, or operator fails to provide required information or provides false or inaccurate information during the certification or recertification process. Applications and supportive documentation must be submitted within the timeframe required by LCI.

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 related to supervision methods by the provider agency including frequency, intensity, and any changes in supervision.
d) Policy and procedure for responding to complaints, inappropriate practices or matters qualifying as member-related incidents.

e) Employee time sheets/visit records which support billing to LCI.

Section 6. 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. The provider shall ensure adequate staffing to meet members' needs as identified in assessments, individual service plans, temporary health or safety situations, the Rate and Service Agreement, and as otherwise necessary to support member well-being.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 employees performing specific tasks, and to respond as 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) Forwarding documentation and/or feedback to the IDT) to allow members to express concerns to individuals other than the care staff whom perform the tasks.
d) Ensuring staff are supervised and assessed for effective collaboration with those they serve by conducting onsite supervision and review.
e) Ensuring performance issues are addressed promptly and informing LCI IDT about significant issues may impact members.
f) Maintaining effective communication and collaboration between members, IDT, and all other stakeholders.

Coverage for Unplanned Absence:

Corporate AFHs: The provider must have a written, functional back-up plan approved by the certifying agency that ensures a qualified substitute operator will be available when the operator or any required staff are unexpectedly absent from or unavailable to provide the required services and supports in the corporate AFH. This does not apply if other qualified staff members are present to provide supervision.

Owner operated AFHs: The provider or operator of an AFH must have a written, functional back-up plan approved by the certifying agency if the provider or operator is absent from the AFH or is unable to serve as the primary service provider for

resident(s). Such a plan may include another household member, as long as that member is qualified to provide all services and support needed and required by the resident(s). Qualifications include required background checks and training to provide necessary services and support for the residents. This does not apply if other qualified household members are present to provide supervision.

Section 7. Communication, Collaboration, and Coordination of care

LCI regularly utilizes the following platforms to communicate with Providers:

a) Provider Relations Advisory Committee
b) Provider newsletter
c) LCI website
d) Email notifications
e) Provider portal
f) Postal mail

Providers will report to the Provider Certification Specialist any significant changes including but not limited to the following:

a) A substantive change in the number, type, or availability of services the provider or operator has outlined in their program statement including but not limited to any significant change in the capability of the home caused by a person with specific skills leaving their employment or reducing their availability to provide services in the home. These changes must be reported at least 30 days prior to the effective date of the change or as soon as possible if the provider or operator had less or no notice of the change. The report must state if the AFH will hire a substitute provider to continue offering services to the member(s) as identified in their (ISP).
b) A substantial change in the health status of the operator or provider must be reported within one business day if that change affects their ability to provide the services and support needed by member(s) in accordance with their (ISP).
c) An anticipated or unanticipated significant change in the physical environment of the residence must be reported within 24 hours of its occurrence or not less than 30 days prior to the change taking place, whichever occurs first.
    a. Examples of significant changes may include but are not limited to: structural damage to the home; changes in floor plans or purposes for which rooms are being used; remodeling projects that will reduce member access to certain areas of the home or will permanently or temporarily alter the accessibility of the interior and/or exterior of the home.
d) Any change in provider's or operator's employment or financial status must be reported when such change would result in the provider or operator's inability to operate the AFH for at least 30 days without payment for services or would result in the inability of the AFH to provide services in accordance with the member's (ISP).

e) A change in the provider, operator, and all household members' legal status, including being arrested, charged, or convicted of any crime.

Any change in the health status of a household member if the change presents a health or safety risk to the member(s) must be reported within one business day.

The provider or operator must provide the certifying agency, placing agency, and DHS with immediate access to the home upon request for any purpose related to certification or recertification, for monitoring of the home, and/or the health, safety, or welfare of resident(s), or a resident and/or their legal decision-maker at the request of those individuals. This may include unannounced visits at any time, seven days per week, 24 hours per day. Failure of a provider or operator to grant access under the Wisconsin Medicaid Standards for Certified 1-2 Bed Adult Family Homes may result in immediate action to revoke the certification, discontinue placements to the home, and/or relocate current residents. The provider will notify LCI of formal complaints or grievances received from LCI members within 48 hours of receipt. Written notification of completed complaint investigations will be forwarded to the LCI IDT.

The provider shall coordinate with the LCI team on:

a) Service coordination for Medical Equipment or Supplies
b) Plan of Care development and reevaluation
c) Transition difficulty, discharge planning
d) Ongoing Care Management
e) Changes in service provider(s)
f) 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 members' 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 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 provider within three business days.*

Providers shall make all reasonable efforts to initiate service provision at the date and time requested by the LCI IDT on behalf of the members. If the 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.

Any new resident of an AFH must have received a health examination including a screening for communicable diseases such as TB no more than 90 days prior to admission to the AFH. If the resident must be admitted on an emergency basis, prior to the completion of these requirements, the examination and screening must be completed, and results submitted to the provider or operator within seven days after admission. No examination is required for a person admitted for respite care unless the respite resident is expected to stay in the home for more than seven days and will be placed in the home no more than once in a calendar year.

Each LCI member shall have an AFH ISP developed specific to their needs which address each area of service need being provided. The ISP should be created with the member, legal decision-maker, AFH, and anyone else identified by the member that considers the member's expressed interests, needs, preferences, and concerns. The plan must convey the members' aspirations, goals, and the support they need to achieve them. The plan must also describe the amount and type of support or service that will be provided in and/or by the providers, operator, or staff of the AFH, as well as the way the support and service are delivered.

a) The ISP should be reviewed and completed prior to or at the time of admission or, in urgent situations, within seven days after the placement of a new member.
b) At least every 6 months, whenever the member's needs or preferences substantially change, and/or at the request of member or legal decision maker, the ISP will be reviewed and updated by the provider in collaboration with the member, IDT, legal decision maker and facility manager. The updated ISP must be signed and dated by the member, IDT, legal decision maker and facility manager with copies distributed to all involved.

Service Agreements

Provider agencies must have a Service Agreement also known as an Admission Agreement with each member of the home. The Service Agreement should be completed and signed by the member and/or the member's legal decision-maker, the provider or operator, and the placement agency, prior to the member's placement, unless there is an urgent need for immediate placement. In urgent situations when the member requires immediate placement, the Service Agreement must be completed and signed within seven days after placement. Service Agreements must include:

a. Reference to the AFH resident's person-centered service and support plan developed pursuant to Article VII.D.
b. Details regarding the agreed upon rate of payment for services and room and board provided to the resident, including:
    i. Method(s) used for billing.

ii. The source(s) of funding used.
iii. The method, frequency, and anticipated dates payment must be rendered.
iv. Any costs for which the resident will be liable including the rate or cost per unit of any procedure or service not covered by the placement agency.

c. Reasons and notice requirements for involuntary discharge.
d. A description of the space to be provided to the resident for sleeping, storage, and any other uses, along with a description of the typical number and times meals and snacks will be provided.
e. A statement of the resident's rights and the grievance process under Wis. Admin. Code Ch. DHS 94, Article IX of these standards, and the grievance process available through the funding or placement agency.
f. Management of resident's personal funds: If the resident wants funds held by the AFH, the home must make those funds immediately available to the resident upon request. Control of funds is decided by the resident or the resident's legal financial decision-maker in accordance with the authority granted to them by the court or other legally binding document.
    i. No provider, operator, or staff person may handle more than Wisconsin $200 of resident discretionary funds at any one time. If resident discretionary funds exceed $200, the provider or operator must notify the fiscal agent, representative payee, or legal decision maker to make arrangements for the disposition of excess funds.
    ii. Resident discretionary funds must not be comingled with any other person's funds, including those of the provider or operator even in cases where the provider or operator may also be the resident's legal financial decision-maker.
    iii. If, by agreement, the provider or operator is given control of any resident's funds, a methodology (for example, a financial ledger and receipts) for monitoring and separately accounting for the management of these funds for each resident must be established.
g. A list of house rules and policies including but not limited to:
    i. Pet policy including elements in Article IV.I.1-6.
    ii. Smoking policy.
    iii. Weapons policy including elements in Article IV.C.13.

Any unpaid household or other duties expected to be performed by residents in the home, including those that may or may not involve care and maintenance of the resident's personal space.

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 24 hours. 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 (with or without harm)
   iii. Falls (with or without injury)
   iv. Urgent Care or Emergency Room visits or hospitalization
   v. Death: anticipated or unexpected
   vi. Suicide or attempted suicide
   vii. Accidents
   viii. Involvement of law enforcement
   ix. Elopement or Missing Person
   x. Emergency or Unapproved use of restraints or restrictive measure
   xi. Fire or other natural disaster affecting the home
   xii. 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 LCI 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

The provider may only involuntarily discharge a member after issuing to the appropriate parties (including the member/legal representative and LCI) a 30-day written advance notice. 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 living arrangements suitable to meet the needs of the member are secured. The LCI IDT or designated staff will notify the provider agency when services are to be discontinued. A 30-Day advanced notice is not required due to death

of a member, or when an emergency termination is necessary to prevent harm to the health and safety of the member or other household individuals. “Emergency” means an immediate and documented threat to the health and safety of the member or other household members in the facility. The AFH may not involuntarily discharge a member except for any of the following reasons:

a) Nonpayment of charges, following a reasonable opportunity to pay.
b) Care is required that is inconsistent with the AFH’s program statement and beyond that which the AFH is required to provide under the terms of the service agreement or care is required that the AFH cannot provide.
c) There is an imminent risk of serious harm to the health or safety of the member, or other household members, as documented in the member’s record.

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.

Section 8. Documentation

The provider shall comply with documentation as required by this agreement and the Wisconsin Medicaid Standards for Certified 1-2 Bed AFH 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 copy of all incident reports within 3 days of incident.
b) A copy of Member Health Screening & Medication Authorization form and if applicable, medical service notes within one week of service.
c) 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 members.
d) Additional documentation of the services provided.

The provider will maintain the following service-related documentation within the Member Binder:

a) Member Information Sheet.
b) Member Rights Notice
c) AFH Service Agreement and Rate Agreement.
d) Copy of LCI Member Health Screening & Medication Authorization form.
e) Authorization to Control Emergency Medical Treatment.

f) AFH ISP;
g) Monthly Financial Ledger when authorized on the Annual Admissions and Rate Agreement.
    a. AFH provider should attach all receipts to the Monthly Financial Ledger.
    b. If requested by the LCI members' Legal Representative or IDT, the AFH provider should provide a copy of the Monthly Financial Ledger. The member's personal allowance must be kept separate from the finances of the AFH provider.
h) Medication Logs required when Authorization to Control Medications by the AFH Provider is ordered by physician.
i) Copy of all Medical Service Notes and/or Visit Overview from physician's office.
j) Additional documents as determined necessary to assess the provision of appropriate services to the LCI member.

Additionally, the provider must maintain the following documents in the LCI Provider/Operator Binder:

a) Fire Evacuation Drill & Smoke/CO2 Log
b) Evacuation and Emergency Preparedness Plan
c) Fire Evacuation Plan
d) Fire Extinguisher Inspection Log
e) Furnace Inspection Report
f) Well Water Testing Report
g) Prescription Medication Storage Policy
h) Medication Administration Policy
i) Coverage Plan for Unplanned Absence
j) Training Log
k) Program Statement
l) Respite Worker information

Section 9. Additional Considerations

- Services will be provided as identified and authorized by LCI IDT staff.
- Providers are 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.
- Owner operated AFHs are expected to provide social and medical transportation as a provision of their daily rate contracted with LCI.

Provider Tax ID: _____

Authorized Provider Name: _____

Authorized Provider Signature: _____

Date: _____