

## **Service Addendum: Supported Employment – Small Group/Group Supported Employment Services (GSE)**

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**

#### **Supported Employment - Small Group/Group Supported Employment (GSE)**

- a. Provide a combination of person-centered career exploration, career planning and employment training activities in integrated community setting for groups of two (2) to six (6) workers.
- b. GSE services does not include services provided in facility-based work settings. Examples include mobile crews, enclaves, and other business-based workgroups who employ small groups of workers with disabilities in employment in a community setting.
- c. GSE services must be provided in a manner that promotes integration into the workplace and integration between members and people without disabilities in those workplaces.
- d. Members must have a goal of at least part-time participation in Competitive Integrated Employment (CIE) in their Member-Centered Plan (MCP) to receive this service.
- e. The expected outcome of this service is gains in knowledge, skills, personal strengths, and experiences which contribute to the member pursuing, achieving, or sustaining CIE. CIE is defined at  
<https://dwd.wisconsin.gov/dvr/partners/cie/definition.htm>.

**Transportation:** The cost of transportation from a member's residence and the site where the member starts and end the services each day may be included in the reimbursement paid to the Supported Employment Provider or may reimbursed under specialized (community) transportation, but not both.

#### **Scope of Services may include:**

- 1) Career exploration and development leading to at least part-time participation in CIE. Career exploration activities must be provided in integrated community

settings where such activities typically take place for individuals not receiving HCBS. Activities include:

- a. Business tours and informational interviews;
- b. Small group discovery;
- c. Meeting with prospective employers;
- d. Small group educational opportunities focused on key aspects of CIE;
- e. Division of Vocational Rehabilitation (DVR) orientation;
- f. Soft skill education and training opportunities;
- g. Developing transportation and mobility skills; and
- h. Identification of need and referral for Work Incentive Benefits Analysis.

- 2) Work experiences matched to a member's interests, strengths, skills, abilities, and conditions for success;
- 3) Supports expected to maximize member independence and skill acquisition, utilizing systematic instruction based on job analysis, along with individualized assistive or adaptive devices/support; and
- 4) Other workplace support services that are specifically related to job skill training that enable the member to be successful in work and other community settings where this service is provided.
- 5) GSE does not include payment for supervision, training, support, or adaptations that are typically available to workers without disabilities who fill similar positions in the business.
- 6) Services may only be provided in non-disability-specific settings in the community, which are not leased, owned, operated, or controlled by a service provider. GSE may not include volunteer work.
- 7) Members receiving GSE may also receive educational services, Prevocational Services, career planning, and Day Services. However, different types of non-residential services may not be billed for the same period of time.
- 8) Before authorizing GSE services, the member's record documents that the service is not otherwise available to the member under a program funded by Vocational Rehabilitation under § 110 of the Rehabilitation Act of 1973, as amended, and, for members ages 18-22, not available through a program funded under or the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. § 1401 et seq.).
- 9) Coverage does not include incentive payments, subsidies, or unrelated vocational training expenses, including the following:

- a. Incentive payments made to an employer to encourage or subsidize the employer's participation in Supported Employment; or
- b. Wages or other payments that are passed through to users of Supported Employment services.

10) Members participating in elements of this service that involve work shall be compensated in accordance with applicable Federal and State laws and regulations.

11) Personal care may be a component of GSE services but may not comprise the entirety of the service. Personal care provided to a member during the receipt of GSE services may be included in the reimbursement paid to the Supported Employment Provider or may be reimbursed under supportive home care or self-directed personal care, but not both.

12) The Staff to Member ratio for GSE services will be for groups of two (2) to six (6) members (workers) with disabilities and at least one job coach.

## Section 2. Rate Setting and Billable Units

### Services and Codes: Supported Employment Small Group (GSE)

T2019	Supported Emp Coaching 2-6 Group
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\*Additional modifiers based on individual rate agreements

LCI IDT staff will provide a written service referral form to the Provider agency which specifies the expected outcomes, amount, frequency and duration of services.

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, member or legal representative, and provider to ensure proper collaboration.

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

Family Care services administered by LCI are funded by state and federal tax dollars through the Medical Assistance program. As a publicly funded system, LCI strives to maintain the integrity of the program by ensuring that all services are billed as authorized by LCI, and as rendered to members. LCI ensures this protection by regularly conducting random reviews of claims submitted by its contracted 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.

### **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.

For facility-based providers, the facility must be HCBS compliant per 42 CFR 441.301(c)(4). For community-based providers, service delivery must be 100% community based.

**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** 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.

**Nonresidential Settings – HCBS Requirements** Nonresidential settings must ensure the following:

- a. Integration and full access to the greater community.

- b. Opportunities for competitive integrated employment, community engagement, and personal resource control.
- c. Equal access to community services as individuals not receiving HCBS.
- d. Individual choice of setting from multiple, including non-disability specific, options.
- e. Respect for individual rights including privacy, dignity, autonomy, and freedom from coercion or restraint.
- f. Support for individual choice regarding services, supports, and providers.

**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.

#### **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 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.

Individual and agency providers must be HCBS compliant per 42 CFR 441.301(c)(4).

Supported Employment agencies must meet at least one of the following Provider qualifications:

- Accreditation by a nationally recognized accreditation agency, or
- DVR contracted Provider of Supported Employment or Customized Employment Services or
- A minimum of two years of experience working with the target population providing employment-related services.

Individual on the job support persons must meet at least one of the following provider qualifications:

- Certified Employment Support Professional (CESP) certification from national APSE, or
- ACRE Basic Employment certificate in supported employment, community employment, or customized employment, or
- A minimum of two years of experience working with the target population providing employment-related services.

**Lakeland Care Supported Employment Providers are recommended to have a current contract with the Division of Vocational Rehabilitation (DVR) for the provision of Supported Employment Services and/or Customized Employment services meeting all DVR Technical Specifications.**

**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.*

If personal care services are provided, the Provider must also meet the Training and Documentation Standards for Supportive Home Care. If transportation is provided, the Provider must meet the qualifications for Specialized Transportation-Community Transportation.

## **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. 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, 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. 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. 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 for providing 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.

Services must be reviewed minimally every six months to determine if progress is being made and if Supported Employment Services remain appropriate for authorization.

Provider shall have a written employment plan which clearly states the Supported Employment goals and mechanisms for assessing progress. The Provider's documentation file for each member shall include documentation that DVR services were exhausted before authorization of services under this agreement. The documentation file shall also include a copy of the member's DVR Career Profile, DVR/Provider assessment, DVR/Provider Job Development plan, ongoing services being provided, and monthly progress reports.

Provider shall submit to member's IDT staff by the 15<sup>th</sup> of each month, the "LCI Job Development Monthly Report" detailing job development services rendered, and progress made. All sections of the report are to be completed.

Upon the hire of member by a CIE employer, the report must be submitted to the member's IDT staff within five (5) workdays of hire. Details of what information is to be documented on the report can be found within the LCI Job Development Monthly Report.

When Job Coaching services are authorized, Provider shall submit to member's Care Manager by the 15<sup>th</sup> of each month the "LCI Job Coaching Monthly Report". All sections of the report are to be completed.

Provider shall complete and follow DVR Technical Specifications as outlined by DVR.

LCI has the right to withhold Provider payment if Provider does not submit these reports.

**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: \_\_\_\_\_