

Service Addendum: Supportive Home Care

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

Supportive Home Care (SHC) is the provision of services to directly assist members with daily living activities and personal needs and to ensure adequate functioning and safety in their home and community.

All workers and agencies must comply with the Training and Documentation Standards for Supportive Home Care.

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: SHC services include:

- a) **Support for member safety** at home and in the community, including observation and cueing to ensure safe and appropriate completion of activities of daily living (ADLs) and instrumental activities of daily living (IADLs).
- b) **Routine housekeeping**, such as daily or regular tasks like washing dishes, laundry, dusting, vacuuming, cooking, shopping, and general cleaning, excluding hands-on care.
- c) **Intermittent major household tasks** performed seasonally or as needed for health, safety, or to support community living. This includes yard work, snow removal, window washing, attic/basement cleaning, carpet/drapery cleaning, appliance defrosting, cleaning of vehicles/equipment, bed bug inspection/extermination, and assistance with moving (packing, unpacking, organizing).
- d) **Personal care services**, including:
 - i. Hands-on assistance with ADLs such as dressing, bathing, eating, toileting, mobility/transfers (e.g., walker, cane), executing therapeutic plans, and hygiene (hair, teeth, dentures). Also includes cleaning areas used during personal care (bathroom, kitchen).
 - ii. Direct support with IADLs, including meal prep, medical treatment management, care of eyeglasses/hearing aids, money management, communication (phone/internet), job and community participation, and transportation use.
- e) **Medication reminders** are verbal or non-verbal prompts from the worker to encourage the member to take their medication. These reminders are strictly communicative. The worker may lock or unlock a container holding the medication but does not handle or dispense the medication itself. Any handling of the container is incidental. The member is responsible for understanding,

managing, and self-administering their medication. No agency nurse involvement is required.

Excludes training provided to a member intended to improve the member's ability to independently perform routine daily living tasks, which may be provided as daily living skills training. Pursuant to Olmstead Letter No.3, Attachment 3-c, in order to assure continuity of care, services may include personal assistance retainer payments for up to 15 consecutive days when there is a reasonable probability that in their absence the member would not be able to retain a preferred home care worker because the worker would seek other employment or, if the worker is employed by an agency, would be reassigned and may not return to serving the member. Personal care may not comprise the entirety of this service.

This service also covers the cost of community involvement support. Community involvement supports assisting the member with engagement in community-integrated events and activities, through the coverage of associated expenses for support staff to accompany a participant, specifically when a member's attendance is dependent on staff accompaniment. This is limited to the worker's expense only; the member portion of the expense is the responsibility of the member.

An unrelated live-in caregiver may provide any or all of the types of supportive home care services. Relatives and legal guardians (live-in or otherwise) meeting the requirements under Article VIII.N.2. may be paid to provide any or all of the types of supportive home care. This service excludes room and board (rent and food) costs for a live-in caregiver. The payment of a live-in caregiver may be reduced by the value of room and board in accordance with any applicable wage and hour laws. Prior to authorization, the following conditions must be met:

- a) The service does not provide a benefit to the family member, LDM, or others in the household beyond supporting the member.
- b) The Interdisciplinary Team (IDT) confirms the service aligns with the members' needs and outcomes in the MCP and ensures the member's health, safety, and welfare. The arrangement is also cost-effective compared to using another provider
- c) The IDT monitors and addresses any actual or potential conflicts of interest related to the family member or LDM providing the service.
- d) The family member or LDM meets the Managed Care Organization's (MCO's) standards for subcontractors or employees delivering the same service.
- e) If the provider is a spouse, they must either:
 - i. Deliver services beyond typical spousal caregiving for a non-disabled partner, or
 - ii. Have to forgo paid employment to provide the service

Retainer payments may be made under the following medically related and non-medically related circumstances as applicable to the members:

- a) Non-Medically Related
 - i. Planned vacation entailing at least an overnight absence and unaccompanied by the worker.
 - ii. Visit to relatives or friends entailing at least an overnight absence and unaccompanied by the worker.
 - iii. Obtaining education, employment or job, rehabilitative or self-advocacy training unaccompanied by the worker and entailing at least an overnight absence; or
 - iv. Recreational activities unaccompanied by the worker entailing at least an overnight absence.

Retainer payments may be made for no more than four (4) nonmedically related episodes in a calendar year.

- b) Medically Related
 - i. Hospitalization.
 - ii. Nursing home or ICF-IID admission.
 - iii. Receipt of medical or rehabilitative care entailing at least an overnight absence; or d) Participation in a therapeutic rehabilitative program as defined in DHS 101.03(175).

There is no yearly limit on the number of medically related episodes for which retainer payments may be made.

MCOs shall determine the amount of the per diem retainer payment, which shall be sufficient to accomplish the purpose of providing a reasonable probability of retaining the worker for the member.

Section 2. Intensive Supportive Home Care

Intensive Supportive Home Care (SHC) Services provide the same types of support as general SHC but are intended for members with more complex needs. This section applies only to providers that qualify to administer these services as part of our Service Agreement.

A member may qualify for Intensive SHC by meeting **at least one criterion from Group A (1-3) and at least one from Group B (4-6)**:

Group A – Clinical and Functional Needs:

1. Significant or challenging behaviors (e.g., active delusions, resistance to care, need for higher-level staff engagement).
2. Severe and persistent mental illness, based on active symptoms rather than diagnosis.
3. Complex medical needs.

Group B – Service Complexity or Communication Barriers:

4. Multiple service types or high service hour needs requiring provider oversight.
5. Significant communication barriers (e.g., non-verbal, low comprehension, inability to engage effectively with providers and the Lakeland team, and no natural supports to assist).
6. Two to three (2-3) failed referrals or refusals by general SHC agencies that have exhausted staffing resources without success.

Provider Expectations:

Agencies delivering Intensive SHC must provide experienced administrative oversight (Bachelor of Science or Arts or equivalent experience in the field) to coordinate services, ensure consistent communication among the members, service providers, and the Lakeland team, and maintain a stable daily care routine. Oversight may cover both long-term care and general health care services.

Intensive SHC is reimbursed at an enhanced quarter-hour direct service rate. This enhanced rate is intended to support provider agencies in meeting the elevated needs of members requiring intensive support due to significant behavioral, mental health, or care coordination challenges.

As part of this service, provider agencies are expected to:

- a) Recruit and retain direct care staff who possess the skills and training necessary to serve members with significant challenging behaviors and/or active mental health symptoms.
- b) Employ administrative oversight staff with a bachelor's degree (BS/BA) and/or equivalent experience, capable of effectively managing and coordinating services.
- c) Ensure consistent and ongoing communication among the members, the Interdisciplinary Team (IDT), and other service providers to support a stable and coordinated daily routine, which may include both long-term care and general health care services.
- d) Ensure proactive ongoing communication with the IDT to ensure the service remains responsive to the members' needs and aligned with the agreed-upon care goals.

When SHC—Intensive is identified as a necessary service, the provider, member, and IDT must collaboratively determine and document:

- a) Specific, measurable outcomes and progress indicators.
- b) The members' input regarding desired outcomes.
- c) Current recommendations or changes to the outcome plan.

Section 3. Rate Setting and Billable Units

Billable Units: Transportation if part of the assessed need Can negotiate contract rates that include mileage and travel time associated with the provision of service.

| Service Code | Modifier | Description | Units |
|--------------|----------|--|----------------|
| S5125 | | SHC Assistance ADL'S/ SHC - Supervision Serv | Per 15 minutes |
| S5125 | G11 | SHC Assistance ADL's 15M, Intensive | Per 15 minutes |
| S5135 | | SHC - Supervision Serv | Per 15 minutes |
| S5135 | G11 | SHC supervision serv 15M, Intensive | Per 15 minutes |
| S5126 | | SHC Attendant Serv, per diem | Per diem |
| S5136 | | SHC Companion Care, per diem | Per diem |
| S0215 | RD, RI | | Per mile |

*Additional modifiers based on individual rate agreements

The services for which Lakeland Care, Inc. (LCI) are contracted with Provider organizations are noted in the Rates and Service Codes chart attached to the LCI Service Provider Contract. Provider rates for provision of services will incorporate all administrative and business functions related to the provision of service. Contracted rates include the provision of administrative functions necessary for services and are not billable beyond units provided to each authorized member.

Providers are required to provide for all identified care needs during the provision of services and are specifically prohibited from billing fraudulently for additional services during the provision of these services. All aspects of services shall be discussed between the LCI IDT staff, members or legal representative, and provider to ensure proper collaboration.

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

Family Care services administered by LCI are funded by state and federal tax dollars through the Medical Assistance program. As a publicly funded system, LCI strives to maintain the integrity of the program by ensuring that all services are billed as authorized by LCI, and as rendered to members. LCI ensures this protection by regularly conducting random reviews of claims submitted by its contracted. LCI reserves the right to request verification documentation from Providers. This could include but is not limited to case notes, files, documentation, and records. LCI may require Providers to present evidence of sufficient financial reserves to operate home and meet member needs for at least 30 days without receiving payment for services rendered.

Section 4. Standards of Service

Providers of services shall meet the standards of this agreement; and if applicable, agrees to retain licensing in good standing during 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 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 occur within the first six (6) months unless needed before to safely provide services and include:

- a) Provider Agency Policies and Procedures, including:
 - i. LCI member and provider rights and responsibilities
 - ii. Record keeping and reporting requirements to include incident reporting
 - iii. Arranging backup services if a caregiver is unavailable
 - iv. Other necessary and appropriate information

- b) Understanding Individuals Served, including:
 - i. Individual-specific disabilities, abilities, needs, functional deficits, strengths, and preferences
 - ii. Person-specific and general training on the target population
- c) Health and Safety Protocols, including:
 - i. Recognizing and responding to conditions that may impact a member's health and safety
 - ii. Recognizing abuse and neglect and reporting requirements
 - iii. Emergency response and member-related incident procedures
- d) Professional Skills and Conduct, including:
 - i. Interpersonal and communication skills for effectively working with members
 - ii. Confidentiality laws and procedures
 - iii. Handling complaints appropriately

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

Section 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 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 Incident Management System (IMS) and reported to DHS in accordance with MCO contract requirements. Providers may be asked to provide any additional information or details necessary to complete the investigation of reported incidents. The provider will inform LCI when notifying their regulatory authority of incidents. A copy of the report may be submitted as a form of notification.

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 address 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.
- Providers may not limit or deny any LCI member services due to dissatisfaction with their LCI contracted rate.
- LCI pre-authorizes all its services. If provider bills for more units than authorized without prior authorization, these services may be denied.
- In the case that a LCI member cancels service, the provider must contact the LCI IDT staff. Services cancelled will not necessarily be rescheduled and should not be assumed by the provider.

Provider Tax ID: _____

Authorized Provider Name: _____

Authorized Provider Signature: _____

Date: _____