

## Service Addendum: **Respite**

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.

### **Specifics**

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).

The services for which Lakeland Care, Inc. (LCI) is contracting with your organization are noted in the Rates and Service Codes chart attached to the LCI Service Provider Contract.

### **Timeliness and Access to Service**

Providers shall make all reasonable efforts to initiate service provision at the date and time requested by the LCI IDT on behalf of the member. In the event that 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.

### **Definition**

Respite care services are services provided for a member on a short-term basis to ease the member's family or other primary caregiver(s) from daily stress and care demands. Respite care may be provided in an institution such as a certified Medicaid setting (hospital, nursing home) or other licensed facility. Respite care may also be provided in a residential facility such as a certified or licensed adult family home, licensed community-based residential facility, in the member's own home or the home of a respite care provider.

### **Applicable Requirements**

- Supportive home care agencies, individual respite providers and personal care agencies must comply with the Training and Documentation Standards for Supportive Home Care and In-Home Respite Care
- 1-2 bed adult family homes must comply with the Wisconsin Medicaid Waiver Standards for 1-2 bed Adult Family Homes and Wis. Admin. Code DHS 82 for Barrett Homes. Adult Family Homes are responsible to monitor and track the amount of respite provided and ensure compliance with established limits.
- Hospitals, nursing homes, community-based residential facilities and 3-4 bed adult family homes must comply with DHS 124, DHS 132, DHS 134, DHS 83, and DHS 88 respectively, as well as any other program requirement, law, administrative rule or otherwise applicable regulation.

### **Standards, Training, and Competency**

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

Provider shall ensure 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 services. Provider shall ensure competency of individual employees performing services to LCI members. Competency shall include assurance of the general skills and abilities necessary to perform assigned tasks.

Training of staff providing services shall include:

1. Provider agency recording and reporting requirements for documentation, critical incident reporting, and other information and procedures necessary for the staff to ensure the health and safety of member(s) receiving supports
2. Training on the needs of the target group for the member(s) served under this agreement
3. Training on the provision of the services being provided
4. Training on the needs, strengths, and preferences of the individual(s) being served
5. Training on rights and confidentiality of individual(s) supported
6. Information and provider procedure for adherence to the LCI policies below:
  - a. Incident Management System
  - b. Restraint and Seclusion Policy and Procedure
  - c. Communication Expectations
  - d. Unplanned use of Restrictive Measure
  - e. Confidentiality

Provider shall ensure staff providing care will complete all required Training and Documentation Standards for Supportive Home Care set forth by the Department of Health Services, October 2016 found here:

<https://www.dhs.wisconsin.gov/publications/p01602.pdf>

Provider shall attest to the completion of this training and provide LCI an attestation letter signed and dated by an authorized signer on behalf of the provider. These training requirements include the following:

### **Personal Assistance Services: Worker Training Standards**

Workers who provide personal assistance services, or personal assistance and household services related to the care of the person, such as food purchasing and preparation, laundry, and cleaning of areas of the home necessary to provide personal assistance, must receive training on the following subjects:

- A. Policies, Procedures, and Expectations for workers, including HIPAA (Health Insurance Portability and Accountability Act) compliance and other confidentiality requirements; ethical standards, including respecting personal property; safely providing services to members; and procedures to follow when unable to keep an appointment, including communicating the absence and initiating backup services.
- B. Billing and Payment Processes and Relevant Contact Information, including recordkeeping and reporting; and contact information, including the

name and telephone number of the primary contact person at the SHC agency, or the SDS member or representative, and the fiscal/employer agent.

C. Recognition of, and response to, an emergency, including protocols for contacting local emergency response systems; prompt notification of the SHC agency or the SDS member's fiscal employer agent; and notification of the contacts provided by the SDS member and LCI's IDT.

D. Member-Specific Information, including individual needs, functional capacities, relevant medical conditions, strengths, abilities, member preferences in the provision of assistance, SHC-related outcomes, and LCI's care manager contact information. (The member/representative may provide this training component in whole or in part.)

E. General Target Population. Information that is applicable to the members the worker will serve. (This applies primarily to SHC agency-based services or where a worker will serve multiple SDS members with the same or similar conditions.)

F. Providing Quality Homemaking and Household Services, including understanding good nutrition, special diets, and meal planning and/or preparation; understanding and maintaining a clean, safe, and healthy home environment; and respecting member preferences in housekeeping. (This applies where a worker will be providing housekeeping services in addition to personal assistance. The training may focus on the particular housekeeping services the worker will provide.)

G. Working Effectively with Members, including appropriate interpersonal skills; understanding and respecting member direction, individuality, independence, and rights; procedures for handling conflict and complaints; and cultural differences and family relationships. This component should include training on behavioral support needs, if applicable.

### **Household/Chore Services: Worker Training Standards**

Workers who perform only household chores relating primarily to the care and/or upkeep of the interior or exterior of the member's residence shall receive training commensurate with the scope of their duties as follows:

A. Policies, Procedures, and Expectations for workers, including HIPAA compliance and other confidentiality requirements; ethical standards, including respecting personal property; safely providing services to members; and procedures to follow when unable to keep an appointment, including communicating the absence and initiating backup services.

B. Billing and Payment Processes and Relevant Contact Information, including recordkeeping and reporting; and contact information, including the name and telephone number of the primary contact person at the SHC agency, or the SDS member, and fiscal/employer agent.

C. Recognition of, and Response to an Emergency, including protocols for contacting local emergency response systems; prompt notification of the SHC agency or the SDS member's fiscal employer agent; and notification of the contacts provided by the SDS member and LCI's IDT staff.

D. Providing Quality Homemaking and Household Services, including understanding good nutrition, special diets, and meal planning and/or preparation; understanding and maintaining a clean, safe, and healthy home environment; and respecting member preferences in housekeeping tasks and shopping.

E. Member-Specific Information only to the extent that it is necessary and is directly related to performing the tasks of household/chore services, and LCI's care manager contact information. (The member or member's representative may provide this component of training, in whole or in part.)

### **Exemption from or Waiver of Training**

A. Exemption—Due to their own licensure or credentialing requirements, the following professions may be exempted by the responsible entity or entities from these training requirements: certified nursing assistant, licensed practical nurse, registered nurse, licensed physical or occupational therapist, or certified physical or occupational therapy assistant. When an exemption is granted, the responsible entity or entities must still ensure that a worker performing medically oriented tasks, such as tube feedings, wound care, or tracheotomy care is competent in performing these tasks with the specific member.

B. Waiver—Some or all of the required training may be waived based on knowledge and skills attained through prior experience (e.g., as a personal care worker for a Medicaid-certified personal care agency). Responsibility for making, documenting, and maintaining documentation of such a waiver shall be based on the protocols in Section III.B. and VIII. When a waiver is granted, the responsible entity or entities must still ensure that a worker performing medically oriented tasks, such as tube feedings, wound care, or tracheotomy care is competent in performing these tasks with the specific member.

**Note:** Notwithstanding any exemption or waiver under subsections A or B of this section, such workers will likely need agency and member contact information, information on billing, payment, documentation, and any other relevant administrative requirements, protocols for emergencies and member-specific information.

C. Documentation—For workers exempted from some or all of the training requirements under subsections A or B of this section, the responsible entity (pursuant to Section III.B.) making the exemption or waiver decision shall maintain copies of credentials or other documentation of their existence, or a written rationale for waivers based on experience, signed and dated by that entity.

### **Completion and Documentation of Training**

A. Timeframes

1. Personal assistance services training shall be completed prior to providing personal assistance services.
2. Household/chore services training shall be completed within two months of beginning employment.

B. Responsibility for Creating and Maintaining Documentation

1. For agency-based services, the SHC agency shall document the training and any exemptions or waivers, and maintain the documentation.
2. For SDS members who are common-law employers:
  - a. Members who make training decisions shall document the training and any exemptions or waivers, and maintain the documentation with the assistance of the fiscal/employer agent if within the scope of its work.
  - b. If members do not make training decisions, the fiscal/employer agent if within the scope of its work shall document the training and any exemptions or waivers, and maintain the documentation.

C. Content of Documentation

1. Documentation shall list the training content, dates such training occurred, and, for exemptions and waivers, the credentials and/or rationale that are the basis for any training exemption or waiver.
2. Documentation that training requirements have been met through provision of training and/or exemption or waiver shall be signed and dated by the entity or entities making those decisions.

D. Additional Training

The entity responsible for making and documenting training decisions shall ensure the worker completes appropriate additional training if the worker's job duties change and require additional knowledge and/or skills.

### **Staff to Member Ratio**

Staff to member ratio for services will vary based on member needs and long-term care outcomes and will be determined under guidance of the LCI Interdisciplinary Team (IDT) staff.

When a staffing ratio significantly changes (increase or decrease), provider must notify the IDT staff and the Provider Specialist (PS) within 24 hours. Provider must submit revised residential forms to the PS. Forms will be reviewed with the provider and the IDT staff before rate changes are approved or denied (Community Based Residential Facility, Corporate Adult Family Home, Supported Apartment Program only).

### **Staffing Assignment and Turnover**

The provision of successful services is attributable in large part to the strength of the relationship between a member and the staff directly providing the service. Given this contributory factor, provider agrees to make every effort to match and retain direct care staff under this agreement in a manner that optimizes consistency.

In order to establish and preserve this relationship, providers must take specific precautions to establish and monitor these services. Providers must have a process in place for:

1. Members to provide feedback on their experience with the employees performing these tasks and respond when appropriate.
2. Written information indicating who within the organization to contact with concerns, or questions related to the provision of services or direct care staff
3. Provider will forward documentation and/or feedback to the IDT staff to allow members to express concerns to individuals other than the individual who performs the task

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

### **Collaboration and Coordination of Care**

Through the use of the Resource Allocation Decision method (RAD), the LCI IDT staff shall assess the member's needs and outcomes to determine the amount of services to be authorized. The LCI IDT staff shall exchange pertinent information with the provider at the time the referral is made to assure all health and safety needs are provided during the services. This information exchange shall include the assessed needs and amount of authorized units as it relates to services.

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

### **Agency Communication Responsibilities**

Provider shall ensure a mechanism for recording and reporting to the IDT staff and other appropriate agencies incidents including:

- a. Changes in:
  - Condition (medical, behavioral, mental)
  - Medications, treatments, or MD order
  - Falls (with or without injury)
  - Urgent Care, Emergency Room or Hospitalization
  - Death: anticipated or unexpected
  - Any other circumstances warranting the completion of an agency incident or event report
  - Unplanned use of Restrictive Measure
- b. Communication/Coordination regarding:
  - Medical Equipment or Supplies
  - Plan of Care development and reevaluation
  - Transition difficulty, discharge planning
  - Ongoing Care Management

Note: Staff will first follow their own established in-house protocol. 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.

## **Documentation**

Providers shall comply with documentation as required by this agreement; and if applicable, state licensure and certification requirements as expressed by ordinance, state and federal rules and regulations applicable to the services covered by this contract.

At any time, the IDT staff may request:

- A written report to enhance the coordination and/or quality of care; which includes:
  - Changes in members' activities
  - List of supportive tasks provided
  - Ongoing concerns specific to the member
- Additional documentation of the services provided

## **Billable Units**

Provider rates for provision of services will incorporate all administrative and business functions related to the provision of service. Contracted rates include the provision of administrative functions necessary for services and are not billable beyond units provided to each authorized member.

Providers should reference the Rates and Service Codes Chart of the agreement for contract units and rates.

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 the LCI 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.

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. As provided in the LCI Service Provider Contract, "Amount Paid under Contract Provisions", LCI reserves the right to request verification documentation from providers. This could include but is not limited to: providers' case notes, files, documentation and records.

## **Additional Considerations**

- Services will be provided as identified and authorized by the LCI IDT staff.
- Providers may not limit or deny any LCI member services due to dissatisfaction with their LCI contracted rate.

- LCI pre-authorizes all of 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 LCI IDT staff. Services cancelled will not necessarily be rescheduled and should not be assumed by the provider.
- Providers contracted for hourly respite (or per 15-minute unit) will negotiate contract rates that include mileage and travel time associated with the provision of service. Residential providers contracted for respite services will reflect mileage and travel time costs in the Rate Computation Sheet.

### **Additional Contract Expectations**

- Respite care services may include but are not limited to: transportation, attending medical appointments, meals (prepare/provide), personal cares, medication management/administration and/or supervision.
- Visits that a member may make to a residential facility when considering a move (overnight or partial day), are not considered respite and are therefore not billable to LCI.
- Residential providers are not eligible to receive respite care services for residents residing in their facilities.