

## Service Addendum: Home Delivered Meals

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**

Home delivered meals are meals provided to recipients who are unable to prepare or obtain nourishing meals without assistance, including those who may be unable to manage a special diet recommended by their physician. Home delivered meal costs may include the costs associated with the purchase and planning of food, nutrition services, supplies, equipment, labor and transportation to deliver one or two meals a day. Home delivered meals may not constitute a "full nutritional regimen" (3 meals per day). This service does not include payment for meals at federally subsidized nutrition sites, or other similar congregate meal settings; the service is specific to meals delivered to a participant's home. Hospitals and nursing homes must comply with Wis. Admin. Code DHS 124, DHS 132 and DHS 134; aging network agencies must comply with Wis. Stats. Chapter 46.82 (3); and restaurants must comply with Wis. Admin. Code DHS 196.

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

Providers 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 the services.

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

### **Staff to Member Ratio**

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.

### **Staffing Assignment and Turnover**

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

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

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

Changes in staff assignments to specific members and within the organization are at the discretion of the provider. Provider agrees to take member requests 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.

### **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. 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 the LCI IDT staff. Services cancelled will not necessarily be rescheduled and should not be assumed by the provider.
- Provider will negotiate contract rates that include mileage and travel time associated with the provision of service.
- Providers are prohibited from billing LCI when a member goes on vacation, is hospitalized, attends a camp, dis-enrolls from LCI, or is deceased. Providers internally need to assure that their billing staff verifies with when members are gone.

**Additional Contract Expectations:**

- Home Delivered Meals providers shall notify the member's LCI IDT staff of instance wherein the provider was unable to successfully deliver a meal on two consecutive attempts (i.e. member did not answer the door or previous meal was still outside the member's door).
- In instances of inclement weather which may prohibit meal delivery, the provider shall contact the member and the LCI IDT staff or Provider Specialist.
- The provider is expected to have adequate staff to assure delivery of authorized meals.