

## Service Addendum: **Community Based Residential Facility**

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**

Community-based residential facility (CBRF) is a place where 5 or more adults, and in cases of persons with an intellectual disability up to 8 adults, who are not related to the operator or administrator reside and receive care, treatment, support, supervision and training. Services may include supportive home care, personal care, supervision, behavior and social supports, daily living skills training, transportation and up to three hours per week of nursing care per resident. A licensed CBRF must comply with Wis. Admin. Code DHS 83.

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

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

Provider shall ensure that staff providing care to members are adequately trained and proficient in 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(s) 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. Provider shall be adequately staffed to meet the needs of members as defined in their assessments and individual service plans.

### **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 for specific staff 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.

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 necessity of placement. Prior to admitting a member into a facility:

1. The IDT will make a referral to the facility for an assessment. At this time the IDT staff will share any information, assessment data and/or historical data to assist the facility with their assessment and development of their care plan. The IDT staff will inform the facility of specific health and safety needs to be addressed.
2. The Individual Service Plan (ISP) must be reviewed and completed prior to authorization and member moving into the facility.
3. Within 30 days of admission into the facility, the IDT staff will meet with the member and legal representative (if applicable) and facility manager to review the care plan and any updates.

Note: There may be instances of expedited admission in which case LCI IDT staff would not be able to share the information, assessment data and/or historical data, and the specific health and safety needs before admission. The LCI IDT staff will provide this pertinent information within three business days of admission to the facility.

#### **Agency Communication Responsibilities:**

Providers shall notify the LCI Network Quality Specialist (NQS) of any visits by their licensing or other regulatory entities within 3 days from the conclusion of the visit.

- If a citation is issued, then the provider will supply LCI with a copy of the applicable plan of correction submitted to DQA concurrent with submitting to licensing.
  - Plan of correction must demonstrate a systematic change in practices that is reasonably expected to result in an ongoing correction of identified violations.
  - LCI reserves the right to require additional plan(s) of correction from providers as it adheres to this agreement and/or applicable licensing standards. Providers must update the NQS and Quality Specialist (QS) when the provider appeals the Statement of Deficiency (SOD) from DQA.

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* including, but 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, and 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

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.

### **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 can bill LCI for any day that they provide a service to the member, even if the member does not sleep in the facility that night.
- Provider cannot bill LCI for the following circumstances:
  - When a member is discharged from the setting at the provider's request
  - A member elects to move to a different setting
  - A member goes to visit a relative or friend
  - A member goes on vacation
  - A member attends a camp
  - A member dis-enrolls from LCI
  - The death of member

### **Bed Hold Policy**

- The LCI/Provider contract with residential providers allows for payment of up to 14 days to hold a member's bed. This payment is to ensure the availability of the member's primary residence after their temporary absence. Payments are for the explicit purpose of holding the bed for the absent member who is anticipated to return to the facility.
- Bed hold payments will not be made if the member is not expected to return to the facility. Examples of situations when a bed hold payment would not be warranted include when a member is discharged from the setting at the provider's request, a member elects to move to a different facility, a member dis-enrolls, or the member dies.
- Bed hold charges will be paid per the LCI Service Provider contract only when there is agreement on the part of LCI and the provider that the member is expected to return to their current room.
- Bed hold days will begin on the first day following the day the member last resided in the original facility. For example, the member last resided at the original facility on Sunday, November 14<sup>th</sup>. The Bed Hold would begin for that member on Monday, November 15<sup>th</sup>.
- If a request for bed hold payment exceeds 14 days, the following criteria will be followed:
  - In cases where the IDT staff, IDT staff Supervisor and the provider concur that a continued bed hold is the only practical means to ensure the member's long-term care outcome, a bed hold payment beyond 14 days may be negotiated.

## **Rates**

Residential rates will be for a period of not less than one year, unless there is mutual agreement to a shorter term. Residential services subcontracts or amendments shall be based on the Lakeland Care acuity-based rate setting model unless otherwise specified.

Rates may be changed:

1. Anytime, through mutual agreement of the MCO and provider.
2. When a member's change in condition warrants a change in the acuity-based rate setting model.
3. When a rate has been in effect for at least twelve months, and a change is proposed for an individual member or facility:
  - a. The MCO must provide a sixty-day written notice to the provider prior to implementation of the new rate.
  - b. The rate change may apply to the entire contract or to specific rates within the contract, but only on a prospective basis.
  - c. Rates which are reduced using sub. 3. are protected from additional decreases during the subsequent twelve (12) month period.
  - d. When changes occur when members or residents move in or out, the rate will be effective the date of the move.

## **Scope of Services**

A contract for community residential services with LCI incorporates the services and supports listed below. This list is not all encompassing, but a listing of general categories and examples of costs typically incurred in each category. Community substitute care settings include the following items and supports:

### **Physical Environment**

1. Physical Space - sleeping accommodations in compliance with facility regulations including access to all areas of facility and grounds.
2. Furnishing - all common area and bedroom furnishings including all of the following: bed, mattress with pad, pillows, bedspreads, blankets, sheets, pillowcases, towels and washcloths, window coverings, floor coverings.
3. Equipment - All equipment that becomes a permanent part of the facility (Examples: all lifts, grab bars, ramps and other accessibility modifications, alarms pull-stations and/or call lights/pendants). Includes equipment such as fall alarms, bed alarms, Hoyer lifts, Sit-to-Stand lifts which are to be purchased by and remain the property of the provider.
4. Housekeeping services - including laundry services, household cleaning supplies, and bathroom toilet paper and paper towels.
5. Building Maintenance - including interior and exterior structure integrity and upkeep, pest control, and garbage and refuse disposal
6. Grounds Maintenance - including lawn, shrub, and plant maintenance, snow and ice removal.
7. Building Protective Equipment - carpet pads, wall protectors, baseboard protectors, etc.
8. Building Support Systems - including heating, cooling, air purifier, water and electrical systems installation, maintenance and utilization costs.
9. Fire and Safety Systems - including installation, inspection and maintenance costs.

10. Food - 3 meals plus snacks, including any special dietary accommodations, supplements, and thickeners and consideration for individual preferences, cultural or religious customs of the individual resident.
  - a. Enteral feedings (tube feedings) are excluded from this requirement, and are the responsibility of LCI. Providers cannot accept payment for board when members are receiving all nutrition via enteral feedings (tube feedings).
11. Telephone and Media Access - access to make and receive calls and acquisition of information and news (e.g. television, newspaper, internet).

### Program Services Program

1. Supervision - adequate qualified staff to meet the scheduled and unscheduled needs of members.
2. Personal Care, Assistance with Activities of Daily Living and Daily Living Skills Training.
3. Activities, Socialization and Access to Community Activities – including facility leisure activities, community activities information and assistance with accessing, and assistance with socialization with family and other social contacts. Members' preferences shall be taken into consideration.
4. Health Monitoring - including coordination of medical appointments and accompanying members to medical service when necessary.
5. 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., costs are part of MA and/or Medicare Part D benefit and not billable to members or costs that can be incurred by other funding sources).
6. Behavior Management – including participation with the MCO in the development and implementation of Behavioral Treatment Plans and Behavioral Intervention Plans.
7. Facility Supplies and Equipment – including first aid supplies, gauze pads, blood pressure cuffs, stethoscopes, thermometers, cotton balls, medication and specimen cups, gait belts, etc.
8. Personal Protective Equipment for staff use – including gloves, gowns, masks, etc.
9. 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 second hand smoke etc.
10. Transportation - transportation of the member is included in the scope of residential services. Residential service providers may meet the transportation need by transporting members directly or by purchasing and/or coordinating transportation from another source. Lakeland Care IDT staff retain the discretion to authorize exceptional transportation needs based on the assessed needs of the member.
11. Resident Funds Management - assistance with personal spending funds, not including representative payee services.

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

- Medication and Medical Care Co-payments.
- Personal Hygiene Supplies – including toothpaste, shampoo, soap, feminine care products.
- Member Clothing – shirts, pants, underclothes, socks, shoes, coats.
- Costs associated with community recreational activities – event fees, movie tickets, other recreational activities of the member's individual choosing.

**Additional Contract Expectations:**

- Providers are responsible to notify the IDT staff when a member is temporarily absent from the facility.
- Visits that a member may make to the residential facility when considering a move, overnight or partial day, are not considered respite and are therefore not billable to LCI.
- The provider is responsible for retaining any necessary consultant(s) related to DQA recommendations/requirements. LCI is unable to provide consultant services for the provider.
- Provider may terminate service to a member after issuing to the appropriate parties (including the member/legal representative and LCI) a 30-day written notice. The provider shall collaborate with the member/guardian, IDT staff and potential provider(s) in order to ensure a smooth transition for the member, providing service until a new placement is secured. Notice is not required due to death of a resident, or when an emergency termination is necessary to prevent harm to the health and safety of the member or other household individuals.