

Service Addendum: **Community Supported Living (CSL)**

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, Short-Term Purchase Agreement or Memorandum of Understanding.

Definition

Community Supported Living (CSL) is the provision of flexible, member directed services for individuals residing in an independent, community-based setting of their choosing which is not owned or operated by a service provider. CSL services are available 24 hours per day, 365 days per year and offer flexible support, both planned and unplanned, tailored to meet the member's individualized long-term care outcomes by maximizing member strengths and ensuring safety while at home and in the community. CSL creates a balance between autonomy and risk while facilitating community integration. Services may include but are not strictly limited to:

- a. **Supportive Home Care**: cueing or assistance with activities of daily living, instrumental activities of daily living and/or supervision. May also include routine housekeeping and cleaning activities and intermittent major household tasks which must be performed seasonally or in response to some natural or other periodic event for reasons of health and safety or the need to assure the member's continued community living.
- b. **Financial Management**: education and/or support of budgeting and money management. Assistance with personal spending funds (excludes rep payee services).
- c. **Community Integration**: identification of member interests, accessibility, and coordination of activities with peers in the community; accompanying the member initially or ongoing if necessary, to work, volunteer and/or social events.
- d. **On-demand Response**: provider is required to offer 24/7 response to meet planned or unplanned member needs.
- e. **Health Monitoring**: includes medication management and coordination of medical appointments and accompanying members to medical service when necessary.
- f. **Transportation**: medical and non-medical transportation will be determined as part of the assessment process.
- g. **Behavioral Supports**: implementation of a Positive Support Plan (PSP), if applicable.

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

- Medically-Related:
 - Hospitalization;
 - Nursing home or ICF-I/ID admission;
 - Receipt of medical or rehabilitative care entailing at least an overnight absence; or
 - 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.

- Non-Medically Related:
 - Planned vacation entailing at least an overnight absence and unaccompanied by the worker;
 - Visit to relatives or friends unaccompanied by the worker and entailing at least an overnight absence;
 - Obtaining education, employment, or job, habilitative or self-advocacy training unaccompanied by the worker and entailing at least an overnight absence; or
 - Recreational activities unaccompanied by the worker entailing at least an overnight absence.

Retainer payments may be made for no more than four (4) non-medically related episodes in a calendar year. LCI will 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. All workers must comply with the Training and Documentation Standards for Supportive Home Care and In-Home Respite Care.

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 is adequately trained and proficient in both the skills they are providing and in the needs of the member(s) receiving the services. 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.

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, upon request, provide LCI an attestation letter signed and dated by an authorized signer on behalf of the provider. Provider is solely responsible for maintaining any and all required documentation. 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 member's SDS employer fiscal 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 member's SDS employer fiscal 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; 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.)

Note: While all five areas (subsections A-E) of this section must be addressed in the training of household/chore services workers, the type and depth of information provided may not need to be as extensive as for personal assistance services.

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

1. 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

The provider agency shall maintain adequate staffing to meet the needs of members referred by Lakeland Care Inc (LCI) and accepted by the provider for service. Typically, services are provided at a 1:1 ratio of the provider staff to LCI member, unless otherwise determined by the LCI Interdisciplinary Team (IDT) staff based on member needs and long-term care outcomes.

When a member experiences a significant change in condition (increase/decrease), the provider will collaborate with the IDT staff and Provider Specialist (PS) by submitting a revised assessment to the PS. Requests and supporting documentation will be reviewed by the PS and the IDT staff to determine approval or denial prior to the provider implementing the change unless the change in service is required to meet an urgent health or safety need.

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 services 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.

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 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 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.
- Transportation, when identified within the member's assessment, will include:
 - a. Travel to the member for direct contact and travel from the member.
 - b. Transportation of member while providing CSL services.
- Personal Protective Equipment (PPE) for staff use (gloves, masks, etc.) are the responsibility of the service provider.
- Only one provider agency is billable for the same service at the same time.
- Provider cannot bill LCI for the following circumstances:
 - Member hospitalization
 - A member and LCI IDT staff select an alternative service
 - A member goes on vacation
 - A member attends a camp
 - A member dis-enrolls from LCI
 - The death of member

Additional Contract Requirements

- LCI requires a 30-day written notice prior to termination of CSL services by a provider to any LCI member.
- Provider will establish an adequate backup procedure to ensure immediate health and safety needs are met which may include assistive technology, paid, and/or natural supports. This procedure will ensure that members will have access to direct support as soon as possible and no more than 30 minutes in the event of urgent circumstances.
- The public emergency services should be contacted by calling 911 in the event provider becomes aware the member's health or safety requires an emergency response.
- Assistive technology may be used in conjunction with CSL services and authorized separately by LCI IDT staff.
- CSL service providers or affiliated business entities may not own real estate rented by, nor receive rent payment from a member accessing the CSL service. Rent payments will be paid directly to the property owner/management company by the member, member representative or representative payee.
- Household expenses and payment of utilities are not the responsibility of the provider and should be paid directly by the member or their representative payee.
- Costs associated with community recreational activities (event fees, movie tickets, other recreational activities of the member's individual choosing) are the responsibility of the member, not the CSL service provider.