

## Addendum SPC 104: Supportive Home Care

Lakeland Care District (LCD) members receiving Supportive Home Care (SHC) services shall have an identified outcome that necessitates the provision of SHC services to support this outcome.

The provision of contracted, authorized, and provided SHC services shall be in compliance with the provisions of this agreement, the service description and requirements of this section.

The provision of SHC services within substitute care settings (nursing home, community based residential facility, residential care apartment complex, or adult family home) shall be provided under the provision and license of that setting and shall not be billable under Provider SHC service addendum.

### **Definition**

Supportive Home Care is the provision of services to directly assist persons with daily activities and personal needs to meet their daily living needs and to insure adequate functioning in their home. Services include:

*SHC: Assistance with Activities of Daily Living (ADLs)*

Hands-on assistance with activities of daily living such as dressing/undressing, bathing, feeding, toileting, assistance with ambulation (including use of a walker, cane, etc.), care of hair and care of teeth or dentures. This can also include preparation and cleaning of areas used during personal care activities such as the bathroom and kitchen.

*SHC: Routine Home Care*

Routine housecleaning and housekeeping activities performed for a participant consisting of tasks that take place on a daily, weekly or other regular basis, including: washing dishes, laundry, dusting, vacuuming, meal preparation and shopping for food and similar activities that do not involve hands-on care of the participant.

*SHC: Supervision*

Observation of the participant to assure safety, oversight direction of the participant to complete activities of daily living, instrumental activities of daily living, or companionship for the participant (excluding hands-on care).

*SHC: Chore Services*

Intermittent major household tasks that must be performed seasonally or in response to some natural or other periodic event. They include: outdoor activities such as yard work and snow shoveling; indoor activities such as window washing, cleaning of attics and basements, cleaning of carpets, rugs and drapery, refrigerator/freezer defrosting; and the necessary cleaning of vehicles, wheelchairs and other adaptive equipment and home modifications such as ramps (as defined in Wisconsin's s. 1915 (c) home and community-based waiver services waivers #0367.90 and #0368.90 required under s. 46.281(1)(c), Wis. Stats.)

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

#### **Standard**

Supportive Home Care Providers must meet the standards of this agreement.

## **Training**

### **SHC Assistance with ADLs, Routine Home Care, and Supervision Training**

Providers shall ensure that employees providing SHC assistance with ADLs, Routine Home Care, and Supervision receive training in the following areas:

1. Provider agency's recording and reporting requirements for documentation of services, critical incident and emergency protocol, handling of complaints, and other procedures and information from the Provider deemed necessary to ensure the safe and appropriate provision of service.
2. Training on the population being served.
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 of rights and confidentiality of individuals supported.
6. Information and Provider procedure for adherence to the following LCD policies:
  - a. Critical Incident Reporting
  - b. Restraint and Seclusion Policy and Procedure
  - c. Communication Expectations

### **SHC Chore Services Training**

Provider shall ensure employees providing SHC Chore Services have training in the following areas:

1. Provider agency's recording and reporting requirements for documentation of the services.
2. Training on the provision of services being provided.
3. Information and Provider procedure for adherence to the following LCD policies:
  - a. Critical Incident Reporting
  - b. Restraint and Seclusion Policy and Procedure
  - c. Communication Expectations

## **Competency**

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

## **Staff to Member Ratio**

Supportive Home Care services to LCD members will be provided in 1:1 ratio of provider staff to LCD member, unless the description in the *Rates and Service Codes chart* of the contract includes rates and services for ratios different from this level.

## **Staffing Assignment and Turnover**

### **Assistance with ADLs**

The provision of SHC assistance with ADLs encompasses direct hands-on care to members. The intimate and personal nature of these services necessitates a trusting and respectful relationship between the care provider and the member. In order to establish and preserve this relationship, providers of SHC assistance with ADLs must take specific precautions to establish and monitor these services. Providers of SHC assistance with ADLs must have a process in place for members to provide feedback on their experience with the employees performing these tasks. This process shall allow for members to express concerns to individuals other than the individual who performs the tasks. SHC assistance with ADLs provider agrees to make reasonable accommodations for members to request and retain specific staff. Under this agreement, the provider retains authority to assign and change staff assignments while

accepting consideration of member preference and the need for trust and consistency in the provision of assistance with ADLs services.

### **Supervision & Routine Home Care**

The provision of SHC Supervision and Routine Home Care encompasses services that typically include employees coming into a member's home at regular intervals. Provider and LCD agree that to ensure the satisfaction of members in this service, the provider agrees to assess member satisfaction by monitoring the assignment and turnover of its direct care staff. Provider agrees to have a process in place to gather member feedback on service satisfaction and respond when appropriate. Provider will forward documentation and/or feedback from the member to the Provider Network Team. Provider retains authority to assign and reassign employees under this agreement while accepting responsibility for considering member preference in that responsibility.

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

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

### **Documentation - Assistance with ADLs, Supervision, Routine Home Care**

Providers shall prepare and send a written report to LCD at least every six months. The LCD Interdisciplinary Team (IDT) may request a written report monthly. All reports must be mailed and/or faxed to the member's assigned LCD IDT staff.

The report shall contain the following elements:

1. List of SHC tasks being provided
2. Share any ongoing concerns specific to the member

### **Billable Units**

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

1. Only units of services directly related to the authorized member may be billed under this service. The following services constitute directly related services and are **included** in the service Provider's contracted rate:
  - a. Face-to-face contact with member by direct care staff
  - b. Travel to a member for direct contact and travel from the member.
  - c. Transportation of a member while providing SHC services. Provider contracted rates include travel during the provision of service(s).
  - d. Up to two hours every six months for the purpose of initiating services, attending staffing as requested by the LCD, and preparing reporting documentation for the LCD.
  - e. Exceptions to the billable units criteria for SHC services will be considered for provision of service(s) to specific members when:

- i. coordination and follow up necessary for the performance of services to a particular member requires extensive coordinating and collaboration or
  - ii. travel time necessary for the performance of services to a particular member requires extensive travel time (i.e., rural locations). **Requests for exceptions to billable units criteria shall be requested in writing to the LCD IDT staff assigned to the member. Written requests will be reviewed with the LCD IDT staff and administration for consideration. Providers may not bill for exceptions prior to a written response and prior authorization from the LCD IDT staff.**
2. Only one Provider agency is billable for the same service at the same time.
3. Provider administrative time related to business operations of services is not billable to the LCD. Provider agency staffing, training, orientation and supervision are not billable units of service to authorized members. Performance of these and related business functions must be factored into Provider's rates.
4. Provider services must be authorized **and** provided under the requirements of this agreement to be billable to the LCD.
5. Services are billable at contracted rates. Increments of 15 minutes are used to bill the LCD up to the authorized number of units for the member. Fifteen-minute increments are determined by 7.5-minute timeframes. Increments of less than 7.5 minutes are not billable; increments of 7.5 to 15 minutes are billable at 15 minutes.
6. The Rates and Service Codes chart in the LCD Service Contract will specify which SHC services the LCD is contracting with your organization.
7. Providers of SHC services are required to provide for all identified care needs during the provision of SHC services and are specifically prohibited from billing fraudulently for additional services during the provision of these services.

Family Care services administered by the Lakeland Care District are funded by state and federal tax dollars through the Medical Assistance program. As a publicly-funded system, we strive to maintain the integrity of the program by ensuring that all services are billed as authorized by the LCD, and as rendered to our members. One way the LCD ensures this protection, is to regularly conduct random reviews of claims submitted by its contracted providers. As provided in the LCD Service Provider Contract, "Amount Paid Under Contract Provisions", the LCD reserves the right to request verification documentation from providers. This could include (but is not limited to) providers' case notes, files, documentation and records.

### **Lakeland Care District's Contract Expectations for SHC Providers**

- SHC service providers will provide services as identified and authorized by the LCD IDT staff.
- SHC service providers may not limit or deny any LCD member SHC services due to dissatisfaction with their LCD contracted rate.
- SHC service providers will negotiate contract rates that include mileage and travel time associated with the provision of service.
- LCD pre-authorizes all of its services. If a SHC agency provides and bills for more units than authorized without prior authorization, these services will be denied.
- In the case that a LCD member cancels a SHC visit, the SHC provider must contact the IDT staff. SHC time that is cancelled will not necessarily be rescheduled and should not be assumed by the SHC agency.