## Scope of Service

## **Assistive Technology**

This Scope of Service defines requirements for this service type for the *i*Care Family Care (branded “Inclusa”) and Family Care Partnership programs

## Family Care Partnership: Attachment to Description of Long-Term Care Provider Services and Payment

Family Care Only (If applicable): Appendix N to Subcontract Agreement

**Purpose:** This document defines requirements and expectations for the provision of subcontracted, authorized and rendered services. The services shall be provided in compliance with service expectations in the Agreement and Wisconsin licensing and certification standards, as applicable. Provisions of this Scope of Service supersede any other agreements, including agreements between the Enrollee and Provider, such as intake agreements. All references to Enrollee include the Enrollee and as applicable any of the Enrollee’s authorized representatives.

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| 1.0 | Definitions |
| 1.1 | **Service Definition**  **Assistive Technology** is an item, piece of equipment, software, mobile application or product system, whether acquired commercially, modified, or customized, that enables members to:   * increase their ability to perform ADLs and IADLs or control the environment in which they live and * access participate, and function in their community and in competitive integrated employment.   This service category includes assistive technology typically referred to as adaptive aids. Assistive technology services directly assists a member in the selection, acquisition, or use of an assistive technology device. With the exception of Vehicle Modifications, which has been made into a stand-alone service, all activities and items previously covered under adaptive aids are now coverable under this service. |
| 1.2 | Assistive technology includes:   * Evaluation of the assistive technology needs of a Member, including a functional evaluation of the impact of the provision of appropriate assistive technology and appropriate services in the customary environment of the Member; * Services consisting of purchasing, leasing, or otherwise providing for the acquisition of assistive technology devices, including electronic technology, software, and mobile applications for the Member; * Services consisting of selecting, designing, fitting, customizing, adapting, applying, maintaining, repairing, or replacing assistive technology devices; * Coordination and use of necessary therapies, interventions, or services with assistive technology devices, such as therapies, intervention, or services, associated with other services in the service plan; * Training or technical assistance for the Member, or where appropriate, family members, advocates, legal decision makers, or other persons designated by the member; and * Training or technical assistance for professionals or other individuals who provide services to, employ, or are otherwise substantially involved in the major life functions of Members. |
| 1.3 | The assistive technology service also includes:   * The purchase of a fully trained service dog from a reputable provider with experience providing structured training for service dogs; * The post-purchase training with a reputable provider experienced in provider structured training for service dogs necessary to partner a fully trained service dog with its owner (i.e. enable the fully trained service dog and the member to work together); and * The ongoing maintenance costs, including acute and primary veterinary care, of a fully trained service dog obtained from a reputable provider with experience providing structured training for service dogs based on DHS guidelines. |
| 1.4 | For the purpose of coverage as assistive technology, a service dog is a dog that has been individually trained by a reputable provider experienced in providing structured training for service dogs to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person’s disability.  Excludes costs related to a dog that does not meet the definition of a service dog for the purpose of coverage as an assistive technology benefit (i.e. emotional support dog, therapy dog, dog training to become a service dog, household pet). |
| 1.5 | This waiver service is only provided to individuals ages 21 and over. All medically necessary Assistive Technology for children under 21 are covered in the state plan benefit pursuant to the EPSDT benefit.  This service may not duplicate any service that is provided under another waiver service category or through the Medicaid State Plan. This service excluded coverage for technology for which the primary use is communication assistance; technology for communication assistance is covered under the communication assistance service. |
| 1.6 | All electronic devices must meet UL or FCC standards. DME/DMS vendors or assessors must be Medicaid certified under Wis. Admin Code DHS § 105.40. Qualified Health Professionals or agencies must have current state licensure or certification in their field of practice or employ or contract with professionals with current state licensure or certification in their field of practice, respectively. Service dog trainers or providers must be reputable providers with experience providing structured training for service dogs. Veterinarians or veterinary clinics must be licensed under Wis. Stats. § 89.06 or employ or contract with veterinarians licensed under Wis. Stats. § 89.06, respectively. |
| **2.0** | **Service Description/ Requirements** |
| 2.1 | Services include the cost of installation, maintenance and repair of allowable Assistive Technology equipment. |
| 2.2 | Providers of systems or devices purchased as Assistive Technology shall ensure that such items meet all the applicable standards of manufacture, safety, design, and installation (Underwriters Laboratory, Federal Communications Commission, etc.) and should be obtained from authorized and qualified dealers. |
| 2.3 | **Americans with Disabilities Act**  *i*Care follows the Americans with Disabilities Act (ADA) in defining Service Animals and all other requirements set forth under the federal law. |
| 2.4 | Service dogs are authorized by *i*Care care management teams in order to increase an individual’s independence related to support needs as a result of a disability. The service dog will allow the individual to manage their lives independently and significantly reduce the reliance on other people or paid staff to meet their needs. |
| 2.5 | Preventive, acute and primary veterinary care necessary to maintain or restore the health and functionality of the service dog included in this service are:   * Services that maintain or restore the dog’s health to an acceptable working condition including treatable cancer with a high probability of restoring the dog’s health to an acceptable working condition * Physical exams (annual or at the frequency recommended by a veterinarian) * Vaccinations (for example, vaccines for distemper; canine adenovirus-2 [hepatitis and respiratory disease]; canine parvovirus-2; rabies; leptospirosis; coronavirus; canine parainfluenza and Bordetella bronchiseptica [both are causes of ‘kennel cough’]; and Borrelia burgdorferi [causes Lyme Disease]) * Testing and diagnostics (for example, x-rays, MRIs, CT scans, ultrasounds, blood tests, urinalysis, fecal, heartworm): * Prescription medications (including Intravenous (IV) fluids and medications) prescribed by a veterinarian and approved by the Food and Drug Administration (FDA) * Prescription food prescribed by a veterinarian to treat a covered condition * Dental care to treat a covered condition * Vitamins and supplements prescribed by a physician to treat a covered condition * Medical supplies (for example, bandages, casts, and splints) that are prescribed or ordered by a veterinarian |
| 2.6 | Equipment and items necessary for the dog to perform its assistive technology function may include but is not limited to:   * Dog food (similar to batteries/energy for assistive technology) * Leashes * Harnesses * Leads * Vests * Identification patches * Backpacks or saddlebags * City/County annual license |
| 2.7 | Services not included as a part of the service dog benefit include:   * The purchase of a dog that does not meet the definition of a service dog * The costs of training a dog to become a service dog * Veterinary care for conditions that cannot be cured or have a low probability of being cured, holistic treatments, experimental medical procedures, cosmetic surgeries, treatment and care related to breeding, dental cleanings unless used to treat a covered illness and organ transplants * Equipment and items not necessary for the dog to perform its assistive technology functions such as boarding, grooming, non-prescription vitamins and mineral supplements, dog park permits, water bowls, food dishes, blankets, toy and treats. |

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| **3.0** | **Unit of Service** |
| 3.1 | Provider must bill using appropriate procedure codes and modifiers.   |  |  |  |  | | --- | --- | --- | --- | | **Service Code** | **Modifier** | **Service Description** | **Unit of Service** | | T2029 |  | Specialized medical equipment, not otherwise specified | Each | | T2029 | U1 | Spec medical equipment; Assistive Devices | Each | | T2028 |  | Other specialized supply not otherwise specified | Each | | E1399 | UK | Service Dog Purchase | Each | | T2029 | UK | Routine Veterinary Care; per service | Each | |
| **4.0** | **Documentation of Service** |
| 4.1 | Provider must respond to the IDT within two (2) business days to accept or decline a referral. Provider must work with IDT to ensure services begin on the planned date and time. If the planned start date is delayed, Provider shall immediately notify the IDT to ensure the needs of the Enrollee are met. |
| 4.2 | Member wait time to receive the service shall be no more than 30 business days for general equipment or supplies or 120 business days for highly specialized equipment from the time-of-service approval. If this requirement is at risk, the provider agency must continue to report status of the open referral on a weekly basis to the MCO IDT until the referral is filled. |
| 4.3 | IDT must prior authorize all services prior to being rendered by Provider. Notification of authorization to Provider shall include expected start date, duration of authorization, units authorized and any expected outcomes, if applicable. |
| 4.4 | The Provider must retain copies of the authorization notification. |
| 4.5 | The IDT shall issue a new authorization notification to Provider when the tasks assigned, amount, frequency, or duration of the service changes. |
| 4.6 | The Provider must retain the following documentation and make available for review by MCO upon request:   * Proof that Provider meets the required standards for applicable staff qualification, training, and programming. * Policy and procedure for verification of criminal, caregiver and licensing background checks as required. * Evidence of completed criminal, caregiver and licensing background checks as required. * Policy and procedure related to supervision methods by the provider agency including frequency, intensity, and any changes in supervision. * Policy and procedure for responding to complaints, inappropriate practices or matters qualifying as Enrollee-related incidents. The policy and procedure should also cover expectation of work rules, work ethics and reporting variances to the program supervisor. * Employee time sheets/visit records which support billing to MCO. |
| 4.7 | Information regarding authorization and claims processes are available at:  **Family Care:**  Providers/Claims and Billing at [www.inclusa.org](http://www.inclusa.org)  **Family Care Partnership:** Provider/Claims section and Provider/Prior Authorization section at [www.icarehealthplan.org](http://www.icarehealthplan.org) |

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| 5.0 | **Staff Qualifications and Training** |
| 5.1 | **Caregiver Background Checks –** Caregiver and Criminal Background checks must be completed in compliance with Wisconsin DHS Admin. Code Chapter 12 and 13. Provider must maintain and make available for review documentation that caregiver and criminal background checks have been completed timely for all staff. This requirement is only applicable for staff that will have in-person direct contact with members. |
| 5.2 | Provider must comply with all training requirements as outlined in their licensing/certification standards. If training standards are not specified, Provider must ensure that staff are fully trained to complete the assigned tasks. |
| 5.3 | Provider must orient and train their staff on the Family Care and Family Care Partnership Programs. Support materials can be found at:  **Family Care:** [www.inclusa.org](http://www.inclusa.org)  **Family Care Partnership:** [www.icarehealthplan.org](http://www.icarehealthplan.org) |
| 5.4 | Staff must be trained in recognizing abuse and neglect and reporting requirements. |
| 5.5 | The Provider must ensure that staff have received training on the following subjects pertaining to the individuals served:   * Policy, procedures, and expectations may include the following:   + Enrollee rights and responsibilities   + Provider rights and responsibilities   + Record keeping and reporting   + Arranging backup services if the caregiver is unable to make a scheduled visit   + Other information deemed necessary and appropriate * Information about individuals to be served including information on individual’s specific disabilities, abilities, needs, functional deficits, strengths, and preferences. This training should be person specific for the people to be served and generally focused. * Recognizing and appropriately responding to all conditions that might adversely affect the Enrollee’s health and safety including how to respond to emergencies and Enrollee-related incidents. * Interpersonal and communication skills and appropriate attitudes for working effectively with Enrollees and with IDT. * Confidentiality laws and rules * Practices that honor diverse cultural and ethnic differences * Procedures for following Family Care and Family Care Partnership required processes for handling complaints and grievances (see Section 7.3) |
| **6.0** | **Supervision and Staff Adequacy** |
| 6.1 | The Provider shall maintain adequate staffing to meet the needs of Enrollees referred by MCO and accepted by the Provider for service. |
| 6.2 | Provider must ensure:   * Staff are supervised and assessed to assure they are working effectively and collaboratively with Enrollees by conducting adequate on-site supervision and review. * Performance issues with staff are addressed promptly and IDT is kept informed about significant issues that affect the Enrollee. * Supervisory staff are involved in assessment, goal planning and tracking, and supervision for Enrollees. * Provider staff are working collaboratively and communicating effectively with MCO staff |
| **7.0** | **Communication and Reporting Requirements** |
| 7.1 | It is the responsibility of the Provider to ensure the MCO has the most accurate and updated contact information to facilitate accurate and timely communication. |
| 7.2 | The Provider shall report to the IDT whenever:   * There is a change in service provider * There is a change in the Enrollee’s needs or abilities The Enrollee or provider is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and Enrollee) |
| 7.3 | Provider shall notify IDT of formal complaints or grievances received from Enrollees within 48 hours of receipt. Written notification of completed complaint investigations must be submitted to the IDT. |
| 7.4 | Provider must notify the Enrollee and IDT when the contracted service is unable to be rendered such as closing for inclement weather or widespread illness outbreak. |
| 7.5 | The IDT must be notified in a timely manner if the Provider, through its experience in providing services to the Enrollee, believes that the Enrollee’s needs have changed, and a modification of the service level is indicated. ***i*Care** **will not pay for services that have not been** **authorized.** |
| 7.6 | Provider shall follow up with the Enrollee or IDT to determine the reason for an unplanned Enrollee absence. |
| 7.7 | **Member Incidents**  Provider must communicate and report all incidents involving an *i*Care Enrollee to the IDT– the Care Coach or the Field Care Manager Nurse within **24 hours** via phone, fax, or email.  If the reporter is unable to reach someone from the care team, they may leave a message reporting details of an incident that has been resolved and did not result in serious harm or injury to the Enrollee.  If the incident is not yet resolved or resulted in serious harm or injury to the Enrollee, the provider must attempt to contact the IDT via phone.  **Family Care:** If unable to contact IDT, call 1-877-622-6700 and ask to speak to a Care Management Support Manager to immediately make a report. If a manager is unavailable, the provider will speak with the receptionist to be redirected or leave a message**.**  **Family Care Partnership:** If unable to contact IDT, call 1-800-777-4376 and ask to speak to a Care Management Support Manager to immediately make a report. If a manager is unavailable, the provider will speak with the receptionist and ask to be redirected or leave a message.  All reported incidents will be entered into the MCO Incident Management System and reported to DHS in accordance with MCO contract requirements. Providers may be asked to provide any additional information or details necessary to complete the investigation of reported incidents. The provider will inform the MCO when notifying their regulatory authority of incidents. A copy of the report may be submitted as a form of notification.  Incident reporting resources and training are available at:  **Family Care**: Providers section of the Inclusa website at [www.inclusa.org](http://www.inclusa.org)  **Family Care Partnership**: For Providers/Education/Resources section of the *i*Care website at [www.iCarehealthplan.org](http://www.iCarehealthplan.org) |
| 7.8 | The provider agency shall give at least 30 days’ advance notice to the IDT when it is unable to provide authorized services to an individual Enrollee. The provider agency shall be responsible to provide authorized services during this time period.  The IDT or designated staff person will notify the provider agency when services are to be discontinued. The IDT will make every effort to notify the provider at least 30 days in advance. |
| **8.0** | **Quality Program** |
| 8.1 | *i*Care quality assurance activities are a systematic, measured approach to ensuring and recognizing a specified standard or level of care expected of subcontracted providers. These methodologies are established to review and inspect subcontracted provider performance and compliance.  It is the responsibility of providers and provider agencies to maintain the regulatory and contractual standards as outlined in this section. *i*Care will monitor compliance with these standards to ensure the services purchased are of the highest quality. |
| 8.2 | **Quality Performance Indicators**   * Legal/Regulatory Compliance- evidenced by regulatory review with no deficiencies, type of deficiency and/or effective and timely response to Statement of Deficiency * Education/Training of staff- Effective training of staff Enrollees in all aspects of their job, including handling emergency situations. Established procedures for appraising staff performance and for effectively modifying poor performance where it exists. * Performance record of contracted activities-   + tracking of number, frequency, and outcomes of Member Incident Reports related to provider performance   + tracking of successful service provision (Enrollee achieving goals/outcomes, increased Enrollee independence and community participation, etc.) * Contract Compliance- formal or informal review and identification of compliance with MCO contract terms, provider service expectation terms, applicable policies/procedures for contracted providers * Availability and Responsiveness- related to referrals or updates to services, reporting and communication activities with MCO staff. |
| 8.3 | **Expectations of Providers and MCO for Quality Assurance Activities**   * **Collaboration**: working in a goal oriented, professional, and team-based approach with MCO representatives to identify core issues to quality concerns, strategies to improve, and implementing those strategies * **Responsiveness**: actions taken upon request and in a timely manner to resolve and improve identified issues. This may include submitted documents to MCO, responding to calls, emails, or other inquiries, keeping MCO designated staff informed of progress, barriers, and milestones achieved during quality improvement activities * **Systems perspective to improvement**: approaching a quality concern, trend, or significant incident with the purpose of creating overall improvements that will not only resolve the issue at hand, but improve service and operations as a whole * **Enrollee-centered solutions to issues**: relentlessly striving to implement solutions with the focus on keeping services Enrollee-centered and achieving the goals and outcomes identified for persons served   *i*Care is committed to interfacing with providers to collaboratively and proactively discuss issues identified with processes and assist with implementing improvements and reviewing the impact of the changes as a partner in the mission to serve Enrollees. |