## Scope of Service

## **Environmental Accessibility Adaptations (Home Modifications)**

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 Exhibit A to the Long-Term Care Services Agreement

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**  **Environmental Accessibility Adaptations (Home Modifications):** Home modifications are the provision of services and items to assess the need for, arrange for and provide modifications and/or improvements to where a member~~’s~~ lives in order to increase accessibility or safety. Modifications may provide for safe access to and within the home, reduce the risk of injury, facilitate independence and self-reliance, enable members to increase their abilities to perform activities of daily living and decrease reliance on paid providers. This service category includes the cost of materials, services, permits and inspections, and maintenance of home modifications. |
| 1.2 | Home modifications may include materials and services such as:   * Adaptive door bells, locks, and/or security items, systems, or devices; * Adaptive door knobs and door openers; * Railings or transfer assist devices; * Ramps, * Surface protection/padding; * Wheelchair-accessible or slip resistant flooring; * Widened doorways or hallways; * Stair lifts, wheelchair lifts, ceiling lifts, or other mechanical devices to lift persons with impaired mobility from one vertical level to another; * Kitchen and/or bathroom modifications; * Specialized accessibility/safety adaptations; * Voice-activated, light-activated, motion-activated, and other electronic devices, including automated, internet-connected, or remotely operated “smart home” technology that increase the member’s self-reliance and capacity to function independently. |
| 1.3 | Adaptations that add to the total square footage of the home are excluded from this benefit except when necessary to complete an adaptation (e.g. in order to improve entrance/egress to a residence or to configure a bathroom to accommodate a wheelchair).  Home modifications exclude:   * Modifications or improvements that are of general home maintenance and upkeep; * Modifications made to living arrangements that are owned or leased by agency providers of other waiver services; * Modifications that do not meet standards of manufacture, design, and installation; * Permanent or structural modifications to rented living arrangements; and * Internet services. The member must have access to internet services before devices requiring internet connection are authorized. |
| 1.4 | All modifications are required to comply with applicable local and state housing or building codes and are subject to inspections required by the municipality administering the codes. The services under the Environmental Accessibility Adaptations (Home Modifications) are limited to additional services not otherwise covered under the State Plan, including EPSDT, but consistent with waiver objectives of avoiding institutionalization. |
| 1.5 | This service may not duplicate any service that is provided under another waiver service category or through the Medicaid State Plan. Provider must obtain required state licensure, certification, or registration and adhere to industry set standards. Technology must meet UL or FFC standards for electronic devices. |
| **2.0** | **Service Description/ Requirements** |
| 2.1 | Environmental Accessibility Adaptations (Home Modifications) providers will work within documented specifications to make modifications to a member’s home or residential facility to enhance the member’s accessibility related to health and safety.  Modifications may include changes to the physical structure or reconfiguring the essential systems within the home. |
| 2.2 | Home modifications benefit may include the costs of a professional evaluation conducted to determine the need for a modification or to prescribe the type of modification needed and/or design of the project. |
| 2.3 | Non-Covered Service   * Services or activities not authorized by the IDT, including extending the time frame or frequency of authorized services without an approved Change Order form. * Services outside of the Bid Specifications * Services not included in the Family Care/Family Care Partnership benefit package * Repairs that are considered to be general home repairs or improvements that are not of direct medical or remedial benefit to the member |
| 2.4 | Prior to commencement of the project, Environmental Accessibility Adaptations (Home Modifications) providers will submit a bid outlining the work needed for the modification.  Components of a proposed bill will include:   * All of the materials for completion of all projects, unless otherwise mutually agreed upon * All of the work (within the property lines) shown on, and in accordance with, the drawings and/or bid specifications agreed for each project * For any changes to the bid specifications or any terms of the contract documents, a Change Order Form will be submitted to outline the change in design concept or cost |
| 2.5 | The Provider agency will furnish, at its own expense, all building and other permits, licenses, tools, equipment, and temporary structures necessary for the completion of approved projects. The Provider agency shall also give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations, and protective covenants, whenever applicable. They shall further comply with the provisions of the Occupational Safety and Health Act of 1970. The Provider agency will immediately display to *i*Care all permits, licenses, certificates and other instruments required by law upon request |
| 2.6 | The Provider agency will not file a mechanic’s or material man’s lien or maintain any claim against the real estate or improvements for or on account of any work done, labor performed, or materials furnished and shall include in each subcontract a clause which will impose the requirement on subcontractors. |
| 2.7 | The Provider agency will correct any defects due to faulty materials or workmanship which appear within one year from the date of final completion of each project and shall bear the cost of correcting such defects. |
| 2.8 | **Right of Entry and Interpretation**  *i*Care and all agents thereof shall, at all times during construction, have the right of entry and free access to the projects and the right to inspect all work done and materials, equipment and fixtures furnished, installed, or stored in and about the projects by the provider. *i*Care shall also have the right to interpret the Provider documents and to determine compliance therewith. |
| **3.0** | **Unit of Service** |
| 3.1 | MCO will pay the Environmental Accessibility Adaptation provider agency based on the amount listed on the approved bid form. Additional amounts beyond the agreed upon rate shall be established by mutual agreement between Purchaser and the provider agency per bid project and shall be reflected on the Project Change Order Form. |
| 3.2 | MCO may pay 50% of the approved bid at commencement of the project, and the remaining 50% will be paid at the time of completion. Determination of partial payment will be based on scope and length of the project. |
| 3.3 | Provider must bill using applicable procedure codes and modifiers.   |  |  |  |  | | --- | --- | --- | --- | | **Service Code** | **Modifier** | **Service Description** | **Unit of Service** | | S5165 | U1-U5 | Home Modifications | Per hour | | S5165 | UD | Home Modifications | Per service | | S5165 | U2 | Home Modifications, authorized mileage for job site visit by consultation | Per visit | | T1028 |  | Home Environmental Assessment | Per service | |
| **4.0** | **Documentation of Service** |
| 4.1 | If the referral is accepted, the provider will notify the designated MCO associate of an anticipated start date or any delays in meeting the requested start date. Provider must make every effort to complete the project as soon as materials are available. Some projects may require a more urgent time frame to commence and be completed, which will be communicated between MCO and the Provider agency. |
| 4.2 | Member wait time to receive the service shall be no more than 60 business days 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 specifications (if applicable), accepted bid and other related documents as proof of authorization and claims. |
| 4.5 | Upon completion of the project, provider agency will sign and submit an Assurance of Completion document to MCO. MCO will obtain signature as well from the member to document the project is finished and final payment can be released to provider agency. |
| 4.6 | Upon receipt of full payment, the provider agency will execute a Full Unconditional Waiver for all work performed and materials furnished by the provider agency, and MCO may require similar waivers or releases from all subcontractors and material suppliers |
| 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) |
| **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 be licensed as a building contractor in the State of WI at the time of commencement of the Agreement and must maintain licensing while Agreement is in effect. |
| 5.3 | Provider will ensure all staff providing services for *i*Care members will have the appropriate training and knowledge to perform tasks assigned and possess demonstrated knowledge in all safety measures related to the work. |
| 5.4 | Provider will ensure all employees are at least 18 years of age. |
| 5.5 | 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) |
| 5.6 | 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 *i*Care 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 *i*Care 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 including the use of a subcontractor to complete the modification. * 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 due to inclement weather or non-receipt of materials. |
| 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 | **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) |
| 7.7 | 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 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 Enrollee 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. |