

## SPC: 112.99 Provider Subcontract Agreement Appendix N

**Purpose**: Defines requirements and expectations for the provision of subcontracted, authorized and rendered services. Services shall be in compliance with the Provider Subcontract Agreement and the provisions of this service expectations document.

1.0	Service Definition
	Inclusa follows the definitions and guidelines as defined for (Adaptive Aids)-Service Dogs in the DHS Family Care contract, standard program category (SPC) 112.99.
	Adaptive Aids: controls or appliances that enable members to increase their abilities to perform ADL's and IADL's or control the environment in which they live (including patient lifts, control switches, etc.). Adaptive aids are also services and material benefits that enable members to access, participate and function in their community and competitive integrated employment. These include the purchase of vehicle modifications (such as van lifts, hand controls, equipment modifications, etc. that allow the vehicle to be used by the member to access the community) or those costs associated with the maintenance of these items.
	The adaptive aids service includes the evaluation of the adaptive aids needs of a member, including a functional evaluation of the impact of the provision of appropriate adaptive aids in the customary environment of the member.
	The adaptive aids service also includes:
	<ol> <li>the purchase of a fully trained service dog from a reputable provider with experience providing structured training for service dogs;</li> </ol>
	<ol> <li>the post-purchase training with a reputable provider with experience providing 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</li> </ol>
	3) the ongoing maintenance costs of a fully trained service dog based on DHS guidelines.
	For the purpose of coverage as an adaptive aid benefit, a service dog is a dog that has been individually trained 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. The service may also include the initial purchase of a service dog and routine veterinary costs for a service dog. This service may not duplicate any service that is provided under another waiver service category or through the Medicaid State Plan.
	Excludes costs related to a dog that does not meet the definition of a service dog for the purpose of coverage as an adaptive aid benefit (i.e. emotional support dog, therapy dog, dog training to become a service dog, household pet).  A. Inclusa will follow the Department of Health Services Long Term Care Guidelines Memo for Adaptive Aids-Service Dogs.
2.0	Standards of Service
2.1	Provider must follow the standards for Adaptive Aids. This Scope of Service reflects Inclusa policies and procedures.
2.2	Providers of adaptive aids must be Medicaid certified providers (excluding service dog providers).  Electronic devices must meet UL or FCC standards. For service dogs, provider must be a reputable provider with experience providing structured training for service dogs.

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en a member obtains a service dog as a covered benefit, the member owns the service dog and be responsible for and liable for the actions of the service dog.
usa subcontracted providers of long-term care services are prohibited from influencing members' ce of long-term care program, provider, or Managed Care Organization (MCO) through munications that are misleading, threatening or coercive. Inclusa and/or the WI Department of lth Services may impose sanctions against a provider that does so.  Wisconsin Department of Health Services (DHS), any incidents of providers influencing member ce in a Family Care program must be reported to DHS immediately.
rice must be provided in a manner which honors member's rights such as consideration for nber preferences (scheduling, choice of provider, direction of work), and consideration for mon courtesies such as timeliness and reliability.
vider must incorporate practices that honor members' beliefs, being sensitive to cultural diversity diverse cultural and ethical backgrounds, including supporting members with limited English iciency or disabilities, and regardless of gender, sexual orientation, or gender identity. This udes fostering attitudes and interpersonal communication styles in staff and providers which sect members' cultural backgrounds.
Service Description
112.99 – Adaptive Aids-Service Dogs
rice dogs are authorized by Inclusa care management teams in order to increase an individual's pendence related to support needs as a result of a disability. The service dog will allow the vidual to manage their lives independently and significantly reduce the reliance of other people or staff and schedules to meet their needs.
ericans with Disabilities Act
usa follows the Americans with Disabilities Act (ADA) in defining Service Animals and all other uirements set forth under the federal law:
rice dogs are defined as a dog that has been individually trained to do work or perform tasks for individual with a disability. The task(s) performed by the dog must be directly related to the son's disability. The work or task a dog has been trained to provide must be directly related to the son's disability. Dogs whose sole function is to provide comfort or emotional support do not lify as service animals under the ADA.
usa does <b>not</b> contract with agencies for the following:
<ul> <li>emotional support dogs</li> </ul>
<ul> <li>therapy dogs</li> <li>independent or individual trainers for service dogs</li> <li>organizations that train dogs for security purposes, including noise alerting dogs</li> </ul>
usa teams will provide a copy of the Service Dog Coverage summary to members prior to the norization of a service dog.
usa colleagues and members will accept and abide by each organization's established procedures policies related to the assessment, training, and ongoing monitoring of service dogs provided by organization. Should a service dog organization's policies and procedures be more stringent than rmation listed in the Inclusa Service Dog Policy, the service dog organization's policies will ersede those of Inclusa.
usa Provider Relations colleagues will support and assist contracted service dog providers in olem solving, contract matters, facilitating communication, and monitoring quality services. Vider Relations is responsible for contract compliance oversight, quality monitoring, and lentialing of providers.
ervice dogs on a rotating schedule. Caregiver background check audits are reviewed from the time litial contract with Inclusa or eight years, whichever is most recent.

3.7	Inclusa IDT staff will ensure member or member's family/guardian respond to service dog provider when needed in a timely manner. Member and/or member's family/guardian may be required to sign an agreement to terms with a service dog provider. Inclusa IDT staff will ensure forms are completed and returned in a timely manner.
3.8	Inclusa subcontracted providers of long-term care services are prohibited from influencing members' choice of long-term care program, provider, or Managed Care Organization (MCO) through communications that are misleading, threatening or coercive. Inclusa and/or the WI Department of Health Services may impose sanctions against a provider that does so.
	Per Wisconsin Department of Health Services (DHS), any incidents of providers influencing member choice in a Family Care program must be reported to DHS immediately.
3.9	Service must be provided in a manner which honors member's rights such as consideration for member preferences (scheduling, choice of provider, direction of work), and consideration for common courtesies such as timeliness and reliability.
4.0	Units of Service and Reimbursement Guidelines
4.1	E1399 - Durable Medical Equipment, miscellaneous: includes the purchase of a fully trained service dog as defined above. The fully trained service dog must be purchased from a reputable provider that has experience 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. Service dog providers do not have to be Medicaid certified. There are no state or national licensing/accreditation standards that apply to service dog providers. This has to be determined by the MCO for each member/provider on a case-by-case basis. Ideally, the provider would be a member of Assistive Dogs International. If the provider is not a member of the ADI, it is expected that the provider would be able to demonstrate that they meet or exceeds the ADI minimum standards and ethics (available upon request from ADI).
4.2	Training- The post-purchase training 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) as this training is necessary for the member to make use of the adaptive aid. This would be an example of "fitted to the member" customization similar to what is covered for other adaptive aids (example wheelchair modifications for fit). Reasonable travel costs (excluding mileage reimbursement) related to this training can be covered under the community transportation benefit because the travel is necessary for the member to access a waiver service. Food and lodging costs related to the training cannot be covered by the program because 42 CFR § 441.301(a)(2) does not provide federal financial participation for the costs of room and board for home and community based waiver services. However, if the MCO determines that paying for the room and food is the best option they may do so, they just cannot include those payments in the encounter data and it cannot be considered in establishing capitation rates. This coverage also includes coverage of a replacement service dog in the event that a dog is determined to not be suitable for a member as a result of the owner/handler team training (in the same way that the replacement of any other adaptive aid is covered, if that aid is not working for the member).
4.3	<ul> <li>T2029 - To be authorized per the Procedure Service Description and Unit Type.</li> <li>Routine veterinary care consisting of both preventative veterinary services and routine care to maintain or restore the health and functionality of the service dog. Routine veterinary care, preventative medications and equipment for service dogs that are included in the Adaptive Aids services are as follows:</li> <li>Physical exams (annual or at the frequency recommended by a veterinarian)</li> <li>Vaccinations (for example, vaccines for distemper; canine adenovirus-2 [hepatitis and respiratory disease]; canine parvovirus-2; rabies; leptospirosis; coronavirus; canine</li> </ul>

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) **Preventive Medications** Monthly medications to prevent heartworms 4.4 Monthly medication to prevent fleas, ticks and other parasites **Equipment** Equipment necessary for the service dog to perform its function. Typical service dog equipment includes, but is not limited to: Dog food (i.e. batteries/energy for the adaptive aid) Leashes 4.5 Harnesses Leads Vests **ID** patches Backpacks or saddlebags City/County annual license **Non-Covered Items and Services** Items and services that are not covered include, but are not limited to the following: The purchase, post-purchase training costs or maintenance costs of any dog that does not meet the definition of a service dog. The costs of training a dog to become a service dog. Many members wish to purchase an untrained dog or puppy and then work with a trainer to train the dog to become a service dog (or train the dog on their own). While this is understandable, coverage is not provided for the training of a dog to become a service dog because there is no guarantee that the dog will actually succeed in becoming a service dog. A service dog that is being trained to be a service dog is not yet a service dog and may "flunk" out and never actually become a service dog. The purchase price of the fully trained service dog obtained from a reputable third party 4.6 provider presumably reflects the costs associated with the training of the dog (in the same manner in which the price of a wheel chair or any other type of manufactured good reflects the costs of its creation). **Veterinary care that is:** For conditions or diseases that cannot be cured. Treatment and care for progressive diseases or conditions that are irreversible and render the service dog unable to perform its adaptive aid function. For example, hip dysplasia, chronical renal failure, terminal cancer and canine degenerative myelopathy. Holistic treatments (for example, acupuncture, chiropractic, laser therapy, herbal). Experimental medical procedures and medications. I.e. treatment or medication that is not generally accepted in the veterinary medical community as effective or proven. For example, clinical trials.

	Cosmetic surgeries (for example, ear cropping and tail docking).
	<ul> <li>Treatment and care related to breeding, pregnancy, whelping or nursing.</li> </ul>
	<ul> <li>Dental cleanings unless used to treat a covered illness.</li> </ul>
	Organ transplants.
	Equipment and items not necessary for the dog to perform its adaptive aid function. These are items that any dog might need which are not specific to a service dog. For example:  • Boarding
	<ul> <li>Grooming or grooming supplies (for example, non-prescription baths, ear cleanings, non-prescription shampoos and nail trims)</li> </ul>
	Non-prescription vitamins and mineral supplements
	Dog park permits
	Water bowls
	Food dishes
	Blankets
	• Toys
4.7	Each service dog provider contracted with Inclusa will have rates established in the contract for
4.7	authorization and payment. Fees may include application fees and a purchase fee which covers the
	service dog as well as training of member and service dog.
4.8	It is an expectation that service dog will be fully trained prior to delivery of the dog to members using
4.0	this service.
5.0	Staff Qualifications and Training
	Caregiver Background Checks
5.1	Providers will comply with all applicable standards and/or regulations related to caregiver background
	checks and comply with Appendix H from the Inclusa Subcontract Agreement.
5.2	Staff that provide services shall complete required training within six months of beginning
5.2	employment unless training is needed before the staff can safely provide the service.
	Provider agency must orient and train their staff on the Family Care Program, Inclusa, and
5.3	Commonunity™, the trademarked care management model of Inclusa. Support materials regarding
	the Family Care Program and Commonunity™ are available on the Inclusa website at <u>www.inclusa.org</u> .
	The provider agency must ensure that staff have received training on the following subjects pertaining
	to the individuals served:
	Knowledgeable about the unique abilities, preferences, goals, and needs of the person(s) with
5.4	disabilities
	Trained to prevent transmission of communicable disease
	Demonstrate competence in communicating effectively with Inclusa members in order to
	support the person's rights and outcomes
5.5	Organizations must meet the following minimum standards to contract with Inclusa for provision of
	service dogs to its members:
	Meet or exceed Assistance Dogs International (ADI) Minimum Standards and Ethics
	Meet all requirements set forth in the subcontract agreement and this service manual
	Provide proof of general and professional liability insurance coverage (insurance face sheet or
	declarations page)
	Provide a health guarantee and full health workup of service dogs prior to placement
	Have written policies establishing procedures for assessment, training, owner responsibilities,
	and ongoing monitoring of service dogs placed with Inclusa members. Agency will provide
	member and/or family/guardian with written policies and procedures, and explain these to
	the member, family/guardian, and Inclusa team
	<ul> <li>Possess, at a minimum, written policy that addresses the following:</li> </ul>

	Types of service dogs offered (providing what services to humans and offering public access level training).
	access level training)  O Persons served by organization's service dogs or eligible for matching with a service dog
	<ul> <li>Assessment and training of service dogs</li> </ul>
	<ul> <li>Assessment and training of persons applying for service dog</li> </ul>
	<ul> <li>Supply and require use of organization's patch/symbol on dog at all times when in public</li> </ul>
5.6	Staff shall be trained in recognizing abuse and neglect and reporting requirements.
5.7	Services provided by anyone under the age of 18 shall comply with Child Labor Laws.  Compliant with DHS 12 Caregiver Background Check requirements: caregiver background checks on
5.8	organization staff in contact with members and trainers in contact with members. Caregiver
	background checks include a criminal and caregiver check. Such individuals may include assessment
	staff and training staff for a service dog organization
6.0	Supervision and Staff Adequacy
6.1	The provider agency shall maintain adequate staffing to meet the needs of members referred by Inclusa and accepted by the agency for service.
6.2	Providers must have an acceptable backup procedure, including notification of member and agency when provider is unable to show for a scheduled visit.
	Provider agency will ensure:
	Staff are supervised and assessed to assure they are working effectively and collaboratively
	<ul> <li>with members by conducting adequate on-site supervision and review.</li> <li>Performance issues with staff are addressed promptly and Inclusa teams are kept informed</li> </ul>
6.3	<ul> <li>Performance issues with staff are addressed promptly and Inclusa teams are kept informed about significant issues that affect the Inclusa member.</li> </ul>
	Supervisory staff are involved in assessment, goal planning and tracking, and supervision for
	Inclusa members.
	Provider staff are working collaboratively and communicating effectively with Inclusa staff.
7.0	Service Referral and Authorization
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	The Inclusa team will provide a written service referral form to the provider agency which specifies the expected outcomes, amount, frequency and duration of services.  The provider agency must notify the Inclusa team within <b>30</b> business days of receiving a referral regarding the ability to accept the member for services. If the referral is accepted, notification should also include the anticipated start date or any delays in staffing by the requested start date.
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	For authorization of services or products after Inclusa business hours, provider should contact the After-Hours Authorization Line at 800-285-6425.
	Questions regarding billing or claims for current authorizations and requests for Provider Portal assistance should be directed to should be directed to Inclusa Provider Customer Service at <a href="mailto:customerservice@inclusa.org">customerservice@inclusa.org</a> or 888-544-9353.
8.0	Communication, Documentation and Reporting Requirements
	Inclusa communicates with providers regularly in the following formats:  • Vendor forums  • Mass notifications via email, fax, or mail  • Notices for expiring credentialing
0 1	Notices are sent to providers via email when the provider has email available to ensure timeliness of communication.
8.1	Provider agencies are required to ensure that Inclusa Community Resources/Provider Relations (CR/PR) staff, Inclusa teams, guardians and other identified members of the interdisciplinary team for a member have accurate and current provider contact information to include address, phone numbers, fax numbers, and email addresses.
	Providers can update their information by contacting Provider Relations at 877-622-6700 (select Option 2, then Option 3) or <a href="mailto:ProviderRelations@inclusa.org">ProviderRelations@inclusa.org</a> .
8.2	<ol> <li>The provider agency shall report to the Inclusa team whenever:</li> <li>There is a change in service provider</li> <li>There is a change in the member's needs or abilities</li> <li>The member or provider is not available for scheduled services (within 24 hours unless an</li> </ol>
8.3	alternate date is scheduled between provider and member)  Providers will notify MCO of formal complaints or grievances received from MCO members within 48 hours of receipt. Written notification of completed complaint investigations will be forwarded to the Inclusa interdisciplinary team.
	Member Incidents  Provider agencies shall report all member incidents to the Inclusa team. Providers must promptly communicate with the Inclusa team regarding any incidents, situations or conditions that have endangered or, if not addressed, may endanger the health and safety of the member.
8.4	Acceptable means of communicating member incidents to the Inclusa team would be via phone, fax or email <i>within 24 hours</i> . Additional documentation of incidents may be requested by the team or Inclusa Quality Assurance.
	Incident reporting resources and training are available in the Providers section of the Inclusa website at www.inclusa.org.
	The provider agency must maintain the following documentation, and make available for review by Inclusa upon request.  • Provider meets the required standards for applicable staff qualification, training and programming  • Verification of criminal, caregiver and licensing background checks as required.
8.5	<ul> <li>Policy and procedure related to supervision methods by the provider agency including frequency, intensity and any changes in supervision.</li> <li>Policy and procedure for responding to complaints, inappropriate practices or matters qualifying as member-related incidents. The policy and procedure should also cover expectation of work rules work ethics and reporting variances to the program supervisor.</li> <li>Employee time sheets/visit records which support billing to Inclusa.</li> </ul>

9.0	Quality Assurance
9.1	Purpose Inclusa quality assurance activities are a systematic, departmental 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.
	Inclusa will measure a spectrum of outcomes against set standards to elicit the best picture of provider quality.
	Inclusa provider quality assurance practices:  1. establish the definition of quality services;  2. assess and document performance against these standards; and  3. detail corrective measures to be taken if problems are detected
	It is the responsibility of providers and provider agencies to maintain the regulatory and contractual standards as outlined in this section. Inclusa will monitor compliance with these standards to ensure the services purchased are of the highest quality.
	Resulting action may include recognition of performance at or above acceptable standards, working with the provider to repair and correct performance if it is below an acceptable standard, or action up to termination of services and/or contract should there be failure to achieve acceptable standards and compliance with contract expectations.
9.2	<ul> <li>Quality Performance Indicators</li> <li>Legal/Regulatory Compliance- evidenced by regulatory review with no deficiencies, type of deficiency and/or effective and timely response to Statement of Deficiency</li> <li>Education/Training of staff- Effective training of staff members 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.</li> <li>Performance record of contracted activities-         <ul> <li>tracking of number, frequency, and outcomes of Inclusa Incident Reports related to provider performance</li> <li>tracking of successful service provision (member achieving goals/outcomes, increased member independence and community participation, etc)</li> </ul> </li> <li>Contract Compliance- formal or informal review and identification of compliance with Inclusa contract terms, provider service expectation terms, applicable policies/procedures for Inclusa contracted providers</li> <li>Availability and Responsiveness- related to referrals or updates to services, reporting and</li> </ul>
9.3	<ul> <li>communication activities with Inclusa staff.</li> <li>Inclusa Sources and Activities for Measuring Provider Performance</li> <li>Member satisfaction surveys</li> <li>Internal or external complaints and compliments</li> <li>Onsite review/audits</li> <li>Statement of Deficiency (SOD)- state regulated entities</li> <li>Quality Teams- as assigned based on significant incidents, trend in quality concerns or member-related incidents, or issued Statement of Deficiency.</li> <li>Tracking of performance and compliance in relation to the subcontract agreement and appendices</li> <li>Statistical reviews of time between referral and service commencement</li> </ul>

## **Expectations of Providers and Inclusa for Quality Assurance Activities**

- Collaboration: working in a goal oriented, professional, and team based approach with Inclusa 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 Inclusa, responding to calls,
  emails, or other inquiries, keeping Inclusa 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
- Member-centered solutions to issues: relentlessly striving to implement solutions with the focus on keeping services member-centered and achieving the goals and outcomes identified for persons served

Inclusa 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 members.

9.4