



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	Definitions
1.1	<p><b>Service Definition</b></p> <p>Inclusa follows the definitions and guidelines as defined for Adult Family Homes in the Wisconsin Department of Health Services (DHS) Family Care contract, standard program category (SPC) 202. This Scope of Service relates to all certified and licensed Adult Family Homes (AFHs).</p> <p><b>Adult family homes of 1-2 beds</b> – facilities in which the operator provides care, treatment, support, or services above the level of room and board to up to two adults. Services typically include supportive home care, personal care, and supervision. Services may also include transportation and recreational/social activities, behavior and social supports, daily living skills training and transportation if provided by the operator or designee of the operator. It includes homes which are the primary domicile of the operator or homes which are controlled and operated by a third party that hires staff to provide support and services.</p> <p>Adult family home services also include coordination with other services received by the participant and providers, including health care services, vocational or day services. Services may also include the provision of other waiver services as specified in the individual contract between the MCO and residential provider. Waiver funds may not be used to pay for the cost of room and board.</p> <p>An adult family home sponsor must comply with WI Medicaid Waiver Standards for Certified 1-2 Bed AFH and Wis. Admin. Code DHS 82 for Barrett Homes.</p> <p><b>Adult family homes of 3-4 beds</b> – facilities that are licensed under DHS 88 of the Wisconsin Administrative code and are places where 3-4 adults who are not related to the licensee reside, receive care, treatment, or services above the level of room and board, and may include up to seven hours per week of nursing care per resident. Services typically include supportive home care, personal care, and supervision. Other services provided may include behavior and social supports, daily living skills training and transportation performed by the operator or designee of the operator. This service type also includes homes of 3-4 beds, specified under s. 50.01 (1)(a) of the Wisconsin Statutes, which are licensed as a foster home under s. 48.62 of the Wisconsin Statutes and certified by a certifying agency as defined under DHS 82 of the Wisconsin Administrative Code. The latter are owner-occupied homes for persons with intellectual disabilities who are aging out of foster care. This category of homes permits such persons to remain in the same home, promoting continuity of care. Waiver funds may not be used to pay for the cost of room and board. A licensed adult family home must comply with Wis. Admin. Code DHS 88.</p>
1.2	<p><b>Inclusa Interdisciplinary Team (IDT) Definition</b></p> <p>The Inclusa Interdisciplinary Team (IDT) is composed of the following:</p> <ul style="list-style-type: none"> <li>• <b>Community Resources Coordinator (CRC)</b> – The Inclusa CRC is responsible for identifying member service needs using the RAD process and authorizing the service(s) needed to meet the member’s long-term care outcomes. The CRC ensures the member has the necessary furnishings and supplies for independent living and coordinates moving the member’s belongings and medications at member move-in and in the event of the member moving out. The Inclusa CRC is the provider agency’s main point of contact for member-specific or related questions, concerns, or information.</li> <li>• <b>Health and Wellness Coordinator (HWC)</b> – The Inclusa HWC is a nurse that has ongoing</li> </ul>

	<p>responsibility to assess and review how the member is doing clinically and educate the member on health-related issues. Inclusa HWCs do not provide direct care services, supervision of agency direct care staff, or supervisory visits of direct care workers for nurse-delegated tasks. Inclusa HWCs do not delegate tasks to personnel from any provider agency or self-directed support. All nursing delegation must be provided by a registered nurse employed or subcontracted by the contracted provider agency.</p> <p>The IDT may also be referred to as “Inclusa Team” or “Care Management Team.”</p>
<b>2.0</b>	<b>Standards of Service</b>
2.1	Provider must follow the standards for certification through their certifying agency for 1-2 bed AFH(s) or licensure through the State of Wisconsin, Division of Quality Assurance (DQA) for 3-4 bed AFH(s). This Scope of Service reflects Inclusa policies and procedures.
2.2	<p>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.</p> <p>Per DHS, any incidents of providers influencing member choice in a Family Care program must be reported to DHS immediately.</p>
2.3	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.
2.4	Provider must incorporate practices that honor members’ beliefs, being sensitive to cultural diversity and diverse cultural and ethical backgrounds, including supporting members with limited English proficiency or disabilities, and regardless of gender, sexual orientation, or gender identity. This includes fostering attitudes and interpersonal communication styles in staff and providers which respect members’ cultural backgrounds.
<b>3.0</b>	<b>Service Description</b>
3.1	<p><b>Adult Family Home: SPC 202</b>  Services are billed with the indicated SPC and procedure code at the daily rate as defined in Appendix A of the Subcontract Agreement and Residential Rate Agreement.</p> <p>Providers will be paid a single rate for residential services which combines what Inclusa’s methodology determines the total cost should be for the member’s support along with any State Directed Rate Increase amounts. Rates are established by Inclusa using the regression model which incorporates member acuity and type of facility.</p> <p><b>1-2 Bed Adult Family Home</b>  SPC 202.11 – Care and Supervision: Procedure Code 0240, per day</p> <p><b>3-4 Bed Adult Family Home</b>  SPC 202.22 – Care and Supervision: Procedure Code 0241, per day</p> <p>Member-specific rates will be documented through a Residential Rate Agreement. The signed Residential Rate Agreement must be returned to Inclusa within seven (7) business days of receipt. Inclusa will then fully execute the agreement and return a signed copy back to the provider for their records.</p>
3.2	<p>Residential provider services consist of program services and physical environment standards including but not limited to:</p> <ol style="list-style-type: none"> <li>1. Supervision, adequate qualified staff to meet the scheduled and unscheduled needs of member(s).</li> <li>2. Personal Emergency Response Systems (PERS) are the responsibility of the residential provider.</li> <li>3. Socialization and access to community activities: including facility leisure activities,</li> </ol>

community activities, assistance with socialization with family, and/or other social contacts per facility regulations and member centered planning.

4. Health Monitoring: including coordination of medical appointments and reporting medical or medication changes to the Inclusa team. The provider may accompany members to medical services when necessary or coordinate with natural supports.
5. Medication Management and Administration: including administering medications and the cost associated with delivery, storage, packaging, documenting and regimen review. Bubble packing, when part of the facility's medication administration and management program, is the financial responsibility of the residential provider.
6. Individualized Service Plans: provider will coordinate with the Inclusa team and natural supports to develop a plan that meets the member's social, health, and emotional needs.
7. Facility Supplies and Equipment: first aid supplies, gauze pads, blood pressure cuffs, stethoscopes, thermometers, cotton balls, etc.
8. Personal Protective Equipment for staff use including gloves, gowns, masks, and all other protective supplies and equipment for caregivers in the home. Inclusa will authorize and pay for standard lancets.
9. OSHA and Infection Control Systems: including hazardous material bags, Sharps disposal containers, disposable and/or reusable wash cloths, wipes, cleanser product, protective pads/protective liners for furniture and mattresses belonging to the home (pads/protective liners for member-owned furniture will be authorized and paid for by Inclusa), air quality - free of unpleasant odors and second-hand smoke, etc. Providers are not required to use disposable products. The decision to use them is considered a provider preference.
10. Physical Space: sleeping accommodations in compliance with DHS (licensed home) or certification standards (certified home) facility regulations including access to all areas of facility and grounds.
11. Furnishings: all furnishings per DHS (licensed home) or certification standards (certified home) facility regulations. Member preference will be taken into consideration for personal living areas.
12. Equipment: including all equipment that becomes a permanent fixture of the facility, such as grab bars, ramps, other accessibility modifications, call systems, etc.
13. Housekeeping services: including laundry detergent and services, household cleaning supplies, bathroom toilet paper, facial tissue, paper towels, etc.
14. Building Maintenance: including interior and exterior structure integrity and upkeep, pest control, garbage and refuse disposal, etc.
15. Grounds Maintenance: including landscaping maintenance, driveway, parking lot, walkway maintenance, as well as snow and ice removal from all walkways, driveways, and overhangs, etc.
16. Building Protective Equipment: including carpet pads, wall protectors, baseboard protectors, etc.
17. Building Support Systems: including heating, cooling, air purification, as well as water and electrical systems installation, maintenance, and utilization costs, etc.
18. Fire and Safety Systems: including installation, inspection, maintenance costs, etc.
19. Food: including up to three (3) meals/day plus snacks, any special dietary accommodations, supplements (ex. Boost/Ensure) when given to member at mealtime in place of meal, thickeners and consideration for individual preferences, cultural or religious customs of the individual resident.
20. If a member is unable to meet all nutritional needs through provided meals and snacks, the provider and Inclusa IDT would partner to explore and document all other nutritional options. If it is determined that a supplement (ex. Boost/Ensure) is needed between meals to best support a member's outcome, then a physician's order will be required. Inclusa will pay for the additional nutritional supplements separately.
21. If a member requires enteral/tube feeding, the single rate will be reduced and Inclusa will pay the enteral/tube feeding cost separately.

	<p>22. Telephone and Media Access: including access to make and receive calls and acquisition of information and news. Some examples may include, but are not limited to newspaper, television, or internet.</p>
3.3	<p><b>Behavior Support Planning and Implementation</b>  If a member requires a Behavior Support Plan, providers will develop/write behavior support plans in partnership with the IDT. It is the expectation that providers will comply with all aspects of implementation, documentation, communication, reporting and timelines when behavior support plans are in place for a member receiving services.</p>
3.4	<p>The following costs are <i>not provided</i> by a facility and are costs incurred by the individual member(s) or the MCO:</p> <ul style="list-style-type: none"> <li>• Co-payments for medication and medical/dental care</li> <li>• Personal hygiene supplies: including toothpaste, shampoo, soap, feminine care products, etc.</li> <li>• Member clothing: such as shirts, pants, underclothes, socks, shoes, coats, etc.</li> <li>• Costs associated with community recreational activities: event fees, movie tickets, other recreational activities of the member’s individual choosing, etc.</li> </ul>
3.5	<p>The following costs are usually paid by Inclusa in addition to the residential rate:</p> <ul style="list-style-type: none"> <li>• Personal incontinence products related to a diagnosis: briefs, pull-ups, catheters, reusable protective pads, etc.</li> <li>• Respiratory/oxygen products/equipment</li> <li>• Durable medical equipment and supplies for a specific individual</li> <li>• Sleep apnea-related products/equipment</li> </ul> <p>Hoyer/EZ Stand Lifts: On a member specific basis, Inclusa may purchase a Hoyer or EZ Stand for members residing in homes that are four (4) beds or less. Training regarding the use of this equipment is required and is the responsibility of the provider.</p> <p>Safety lancets could increase the safety of a diabetic item which is part of the benefit package. Teams will continue to utilize their RAD process to determine if they will fund safety lancets for members. If applicable, Medicare should be billed as primary with Inclusa paying as the secondary.</p>
3.6	<p><b>Transportation</b>  Facility should provide or arrange all regular and routine transportation needed to meet member outcomes as part of care and supervision services. Provider agencies and Inclusa are encouraged to coordinate with natural supports for transportation whenever possible.</p> <p>The definition of “Regular and Routine” is defined for each member as a collaborative partnership between the provider and Inclusa and will be defined for each member at admission to a residential placement and/or during annual and six (6)-month reviews or upon member change in condition.</p> <p>Regular and routine transportation may include but is not limited to:</p> <ul style="list-style-type: none"> <li>• Social/Leisure/Community Outings <ul style="list-style-type: none"> <li>○ Availability to participate in community outings. Outings can be group in nature. Providers are responsible to provide options but not individual specific outings.</li> <li>○ Examples include but are not limited to shopping, going out to eat, going to the movies, attending a community fair, etc.</li> </ul> </li> <li>• Religious Services <ul style="list-style-type: none"> <li>○ Religious services that are provided at the facility can meet this expectation if determined to be in accordance with member outcomes.</li> </ul> </li> </ul> <p>Expected Outcomes</p> <ul style="list-style-type: none"> <li>• Members will receive care that is consistent with the needs and outcomes in the member’s individualized service plan.</li> <li>• Members will have the opportunity to participate in activities that are mentally and physically stimulating.</li> </ul>

- Members shall be afforded the opportunity to evaluate and provide feedback regarding services received.

Transportation for scheduled medical appointments (medical transportation) and employment, prevocational services, and/or day services, etc. (non-medical transportation) are included in care and supervision up to the first 100 miles per member per month. Starting at mile 101, the provider could be reimbursed for this service outside of the care and supervision rate. Reimbursement rate is outlined within provider subcontract.

Requirements for mileage authorizations per member per month are as follows:

1. The Inclusa team will estimate appropriate mileage authorization after first 100 miles with input from the member and residential provider
2. Mileage authorizations will be for a one-month period unless IDT deems it necessary to update the authorization mid-month.
3. Retroactive adjustments to mileage authorizations are not possible. Providers, members, and the Inclusa team must plan ahead for anticipated miles related to residential services as outlined above.
4. Provider may only bill for mileage incurred up to the mileage authorization. A provider may not charge for miles that were not needed.
  - a. For example, Community Resource Coordinator authorizes 60 miles per month as it is estimated the member needs 160 miles per month. Provider only documents 140 miles per member per month. The residential provider may only bill for the 40 miles (above the initial 100), not the full 60 miles as authorized.
5. Providers must track the full miles per member per month.
6. Inclusa will conduct random audits to verify documentation to support mileage reimbursement.

Provider may use an outside vendor for transportation. Residential Provider would be reimbursed for member mileage and use this authorization/payment to reimburse the outside vendor.

**Transportation for Multiple Members in One Vehicle**

In the event a residential provider is transporting multiple Members, who will be delivered to an end destination, the provider would be expected to split the mileage between the Members who are sharing the ride. Residential providers should not bill for each Member individually in these instances. This expectation would not apply to Members who are in the vehicle due to no supervision at home or if they are in the vehicle for their community outing or any other regular and routine transportation as defined above.

**Example:**

Provider transports 2 members, one is going to day services and the other to their place of employment. Total one-way trip is 20 miles. It is 12 miles to the day services and an additional 8 miles to the place of employment.

Day services member would have 6 miles of transportation (half of 12 miles), and the employment member would have 14 miles of transportation (half of 12 miles + 8 miles where they are the only member in the vehicle).

**Transportation Exceptions**

Medical transportation needed for dialysis, chemotherapy, or a short-term acute need such as post-surgical trips would be considered an exception and could be funded outside of transportation as outlined above either to another vendor or to the provider if available.

**Wheelchair Accessible Transportation**

Wheelchair transportation will only be reimbursed if the member requires it. If accessible transportation is needed and provider owns an accessible vehicle, reimbursement would follow requirements as outlined above; however, the reimbursement rate would be higher as outlined within provider subcontract.

<b>4.0</b>	<b>Units of Service and Reimbursement Guidelines</b>
4.1	Units of service will be made based on <b>DAYS</b> authorized in the facility. A DAY includes the day of admission, but not the day of discharge. The day of disenrollment of a Family Care member (voluntary or otherwise determined by MCO) is a paid service day. Disenrollment includes death, incarceration, loss of financial/functional eligibility, failure of member to pay cost share, move to an IMD, and/or move out of the MCO service area.
4.2	<p><b>Planned Termination of Placement</b> A written 30-day notice is required by the MCO/member or residential provider (whoever is initiating the termination) to terminate a placement. Payment will be made up to, but not including the date of the member’s move out of the home. Failure by provider/MCO to meet 30-day notice requirement may result in a financial penalty up to, but not exceeding the number of days left in provider/MCO’s 30-day service commitment, unless an earlier date is mutually agreed upon by both parties.</p> <p><b>Unplanned Termination of Placement</b> When an unplanned termination is due to reasons involving health and/or safety concerns a 30-day notice may not be required. The residential provider will coordinate an appropriate discharge plan with the IDT. Payment will be made up to, but not including the date of the member’s move out of the facility.</p> <p>If the unplanned termination is due to disenrollment of a member, 30-day notice would not be required. Disenrollment includes death, incarceration, loss of financial/function eligibility, failure of member to pay cost share, move to an IMD, and/or move out of the MCO service area, voluntary or otherwise determined by MCO. Payment would be made up to the last day of enrollment but does not include the date of disenrollment.</p>
4.3	<p><b>Member absence from residential care</b> Residential providers are required to complete a member absence notification form if a member will temporarily be gone from a facility. Providers must submit this to Inclusa within 24 hours of the member absence. Providers would coordinate with the IDT regarding reimbursement during this period of time.</p> <p>When the member absence form is submitted, the current residential authorization will be ended the day prior to the date of discharge. An updated authorization at Inclusa’s member absence rate will be entered through the end of month.</p> <p>If the member will not be returning to the facility prior to the end of the month, Inclusa cannot extend the absence rate. The provider should work with the member or legal decision maker and IDT to determine an amount to be paid directly to the facility by the member or legal decision maker.</p> <p>This would not include visits with family, vacations, or camp attendance that is less than 14 calendar days. Providers would continue to receive the total single rate for residential services in these situations.</p>
4.4	Substitute Care (provider respite) cost is the responsibility of the residential provider and is included within the residential service rate.
<b>5.0</b>	<b>Staff Qualifications and Training</b>
5.1	<b>Caregiver Background Checks</b> – Providers will comply with all applicable standards and/or regulations related to caregiver background checks as well as comply with Appendix H from the Inclusa Subcontract Agreement.
5.2	Staff that provide services shall complete required training within six months of beginning employment unless training is needed before the staff can safely provide the service.
5.3	Provider agency must orient and train their staff on the Family Care Program, Inclusa, and Community®, the trademarked care management model of Inclusa. Support materials regarding the Family Care Program and Community® are available on the Inclusa website at <a href="http://www.inclusa.org">www.inclusa.org</a> .

5.4	<p>It is recommended providers utilize additional resources, as needed, in the community in order to work with the target population effectively.</p> <p>It is expected that residential providers complete and document training for all staff per DHS (licensed home) or certification standards (certified home) facility requirements. The following are training subjects identified as beneficial to be provided if not specifically required:</p> <ol style="list-style-type: none"> <li>a. Residents’ rights and responsibilities</li> <li>b. Providers’ rights and responsibilities</li> <li>c. Recognizing and appropriately responding to all conditions that might adversely affect the member’s health and safety including how to respond to emergencies and member-related incidents</li> <li>d. Knowledgeable in the adaption and use of specialized equipment and in the modification of the member environments and that these staff complete regular training/continuing education coursework to maintain/update their level of expertise</li> <li>e. Interpersonal and communication skills and appropriate attitudes for working effectively with members. These include: <ol style="list-style-type: none"> <li>o Understanding the principles of person-centered services</li> <li>o Cultural, linguistic, and ethnic differences</li> <li>o Active listening</li> <li>o How to respond with emotional support and empathy</li> <li>o Ethics in dealing with members, family, and other providers</li> <li>o Conflict Resolution</li> <li>o Maintaining appropriate personal and professional boundaries with members served</li> </ol> </li> <li>f. Adapting teaching styles, as applicable, to individual learning style</li> <li>g. Fire safety and First Aid</li> <li>h. Medication management</li> <li>i. Member Care Plans</li> <li>j. Specific member restraint plans and state regulations surrounding restrictive measures</li> <li>k. Behavior management techniques and crisis prevention</li> <li>l. Person centered philosophy, including dignity, choice, and individualized program plans, which should be reflected in the day-to-day operations.</li> <li>m. Range of Motion exercises as appropriate to specific consumers when there is a doctor order in place to assist consumers</li> <li>n. Involvement with and encouragement of natural supports</li> <li>o. Skill training techniques and positive practice techniques, for example: visual cueing, shaping, backward chaining, and self-charting.</li> <li>p. Documentation methods and standards</li> <li>q. Confidentiality laws and regulations</li> <li>r. Other information as deemed appropriate.</li> <li>s. Medication management should be reviewed as indicated in DHS regulations.</li> <li>t. Staff shall be trained in recognizing abuse and neglect and reporting requirements.</li> </ol>
5.5	Providers shall comply with DHS regulations in regard to employing anyone under the age of 18.
<b>6.0</b>	<b>Supervision and Staff Adequacy</b>
6.1	<p>The provider agency shall maintain adequate staffing to meet the needs of member(s) referred by Inclusa and accepted by the agency for service:</p> <ul style="list-style-type: none"> <li>• Adult Family homes must comply with MA waiver standards</li> <li>• 1-2 bed Adult Family Homes must comply with the Wisconsin Medicaid State Standards</li> <li>• 3-4 bed Adult Family Homes must comply with DHS 88 staffing requirements</li> </ul>
6.2	Residential category of provider also outlines staffing pattern. Inclusa’s residential rate methodology utilizes category assignments for each provider. Categories are determined based on target group, average acuity of members served, staffing model, overnight care, and behavioral/medical specialties. There are five (5) provider categories.

6.3	Providers must have an acceptable back up procedure when scheduled staff are not available.
6.4	<p>Provider agency will ensure:</p> <ul style="list-style-type: none"> <li>• Staff are supervised and assessed to assure they are working effectively and collaboratively 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 about significant issues that affect the Inclusa member.</li> <li>• Supervisory staff are involved in assessment, goal planning and tracking, and supervision for Inclusa members.</li> <li>• Provider staff are working collaboratively and communicating effectively with Inclusa staff.</li> </ul>
<b>7.0</b>	<b>Service Referral and Authorization</b>
7.1	The Inclusa team will communicate to the provider agency expected outcomes, amount, frequency and duration of services to be provided.
7.2	Residential providers will receive a rate agreement from Inclusa that must be signed and returned to indicate acceptance of the terms of a member’s placement.
7.3	<p><b>Authorizations for Member Services</b></p> <p>The Inclusa Provider Portal is used by providers to obtain information about current authorizations. In addition, the provider must use the portal to acknowledge all new authorizations. The provider agency is responsible for ensuring that only currently employed and authorized staff have access to the provider portal, and for using the member authorization information available on the portal to bill for services accurately.</p> <p>For authorization needs such as new authorizations, additional units, or missing authorizations, during normal Inclusa business hours (8:00 a.m. to 4:30 p.m.) the provider should contact the Inclusa team (Community Resource Coordinator or Health and Wellness Coordinator).</p> <p>If your authorization request is an emergent need impacting the member’s health and safety and you cannot reach the Inclusa team:</p> <ul style="list-style-type: none"> <li>• During Inclusa business hours – call 877-622-6700 and press 0 for assistance.</li> <li>• After Inclusa business hours – call 877-622-6700 and press 9 to be connected to our after-hours support.</li> </ul> <p>Questions regarding billing or claims for current AFH authorizations and requests for Provider Portal assistance should be directed to the Inclusa Residential-CSL-NH Support Team at <a href="mailto:ACS-Residential-CSL-NH@inclusa.org">ACS-Residential-CSL-NH@inclusa.org</a> or 888-544-9353, ext. 6.</p>
<b>8.0</b>	<b>Communication, Documentation and Reporting Requirements</b>
8.1	<p>Inclusa communicates with providers regularly in the following formats:</p> <ul style="list-style-type: none"> <li>• Vendor forums</li> <li>• Mass notifications via email, fax, or mail</li> <li>• Notices for expiring credentialing</li> </ul> <p>Notices are sent to providers via email when the provider has email available to ensure timeliness of communication.</p> <p>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.</p> <p>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>.</p>
8.2	<p>The provider agency shall report to the Inclusa team whenever:</p> <ol style="list-style-type: none"> <li>1) There is a change in the member’s needs or abilities</li> <li>2) The member is not available to attend scheduled services as defined on the member’s ISP</li> </ol>



8.3	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 Inlusa interdisciplinary team.
8.4	Inlusa interdisciplinary team will receive timely, accurate, and comprehensive information relating to the services provided (e.g. treatment plans, progress notes, etc.).

8.5	<p><b>Member Incidents</b></p> <p>Providers will communicate and report all incidents involving an Inclusa member to the Inclusa Interdisciplinary Team (IDT) – the Community Resource Coordinator (CRC) or the Health and Wellness Coordinator (HWC) within <b>24 hours</b> via phone, fax, or email.</p> <p>If the reporter is unable to reach the CRC or HWC, 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 member.</p> <p>If the incident is not yet resolved or resulted in serious harm or injury to the member, the provider must attempt to contact the IDT via phone. If unsuccessful, call 1-877-622-6700 and ask to speak to a Member Support Manager or Regional Operations Senior 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.</p> <p>All reported incidents will be entered into the Inclusa 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 Inclusa when notifying their regulatory authority of incidents. A copy of the report may be submitted as a form of notification.</p> <p>Incident reporting resources and training are available in the Providers section of the Inclusa website at <a href="http://www.inclusa.org">www.inclusa.org</a>.</p>
8.6	<p>The provider agency must maintain the following documentation; and make available for review by Inclusa upon request:</p> <ul style="list-style-type: none"> <li>• Provider meets the required standards for applicable staff qualification, training, and programming.</li> <li>• Verification of criminal, caregiver and licensing background checks as required (Inclusa maintains criminal and caregiver background checks for 1-2 bed owner occupied homes)</li> <li>• Policy and procedure related to supervision methods by the provider agency including frequency, intensity, and any changes in supervision if applicable.</li> <li>• Policy and procedure for responding to complaints, inappropriate practices or matters qualifying as member-related incidents if applicable. The policy and procedure should also cover expectation of work rules work ethics and reporting variances to the program supervisor.</li> <li>• Staffing patterns for the home when applicable.</li> </ul>
8.7	<p><b>Communication: What Provider Can Expect from MCO</b></p> <p>A strength-based, collaborative relationship with providers is one of the most effective means to achieve positive outcomes for Inclusa members. To ensure a true partnership with Inclusa providers, Inclusa staff are expected to:</p> <ul style="list-style-type: none"> <li>• Consistently maintain respectful communication and relationships.</li> <li>• Respond to provider phone calls and emails within one (1) business day of receipt unless staff are out of the office and an expected date of return is communicated via Inclusa’s phone or email messaging system.</li> <li>• Arrive promptly for scheduled meetings and contact providers as soon as possible when a meeting must be delayed or cancelled.</li> <li>• Identify themselves and their role with Inclusa to staff of provider agencies through an introduction and by wearing a Inclusa ID badge.</li> <li>• Communicate anticipated contacts with a member to provider staff in advance of the planned visit to ensure the member, and any staff needed to assist with the discussion, are available.</li> <li>• Show consideration and respect for facility or provider agency staff by informing them of Inclusa staff presence upon arrival when an unplanned visit is warranted.</li> <li>• Consult with providers when member-specific information is needed, especially in situations where the member may not report accurate information and family has limited contact. Many providers have daily contact with members and can readily report changes</li> </ul>

	<p>that help staff to accurately assess changes in a member’s functional abilities or needs.</p> <ul style="list-style-type: none"> <li>• Inform the member that he/she can invite representatives of provider agencies to be part of the Interdisciplinary team, if desired.</li> <li>• Encourage the member to invite appropriate providers to participate in six-month and annual review meetings or relevant portions of review meetings.</li> <li>• For members who are not receptive to provider participation in review meetings, consistently update providers of new information needed to ensure the provision of appropriate services and supports.</li> <li>• For members receiving residential services, offer the provider a copy of the Member Centered Plan and relevant updates.</li> <li>• Inclusa IDT shall inform Provider within five (5) business days if/when there is a change in the assigned Community Resource Coordinator or Health &amp; Wellness Coordinator for a member.</li> </ul>
<p><b>9.0</b></p>	<p align="center"><b>Quality Assurance</b></p>
<p>9.1</p>	<p><b>Purpose</b>  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.</p> <p>Inclusa provider quality assurance practices:</p> <ol style="list-style-type: none"> <li>1) Establish the definition of quality services;</li> <li>2) Assess and document performance against these standards; and</li> <li>3) Detail corrective measures to be taken if problems are detected.</li> </ol> <p>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.</p>
<p>9.2</p>	<p><b>Quality Performance Indicators</b></p> <ul style="list-style-type: none"> <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 style="list-style-type: none"> <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 communication activities with Inclusa staff.</li> </ul>
<p>9.3</p>	<p><b>Inclusa Sources and Activities for Measuring Provider Performance</b></p> <ul style="list-style-type: none"> <li>• Member satisfaction surveys</li> <li>• Internal or external complaints and compliments</li> <li>• Onsite review/audits</li> </ul>

	<ul style="list-style-type: none"> <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>
9.4	<p><b>Expectations of Providers and Inclusa for Quality Assurance Activities</b></p> <ul style="list-style-type: none"> <li>• <b>Collaboration:</b> 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</li> <li>• <b>Responsiveness:</b> 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.</li> <li>• <b>Systems perspective toward improvement:</b> 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</li> <li>• <b>Member-centered solutions to issues:</b> relentlessly striving to implement solutions with the focus on keeping services member-centered and achieving the goals and outcomes identified for persons served</li> </ul> <p>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.</p>