



# Scope of Service Community Supported Living (CSL)

SPC: 104

## 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
	<p>Inclusa follows the definitions and guidelines as defined for Community Supported Living (CSL) in the DHS Family Care contract, standard program category (SPC) 104.</p> <p>Community Supported Living is a collaborative effort for members living in an unlicensed or uncertified setting of their choosing. It offers flexible services, both planned and unplanned, tailored to meet the member’s individualized outcomes while maximizing member strengths. It is a partnership between the member, paid supports, and unpaid supports who work together to ensure the appropriate level of assistance. Community Supported Living creates a balance between autonomy and risk while facilitating community inclusion.</p>
2.0	Standards of Service
2.1	Provider must follow the standards for Community Supported Living (CSL). 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 Wisconsin Department of Health Services (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	The focus of some services and supports will be to achieve optimal independence by developing independent living skills, participating in meaningful employment, and identifying valuable community resources. Services and supports may also focus on rehabilitation, prevention, and development of new or enhanced skills to cope with declining health and ability.
2.5	Maintain cost effectiveness by providing only minimum supports needed for maximum independence. Utilize measurable outcomes with the expectation of fading paid supports as the member becomes more independent. Develop relationships and natural supports beyond paid staff. Maximize use of current technologies available.
2.6	Another key component of Community Supported Living is the right of choice in service provider. Members receiving supports in Community Supported Living have the right to choose from any available provider subcontracted with Inclusa.
2.7	Community Supported Living is a service that can include 24-hour, 7 days per week staff availability to the member to respond to unscheduled needs and unplanned supports.
2.8	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.

3.0	Service Description
3.1	<p><b>SPC 104 – Community Supported Living (CSL)</b></p> <ul style="list-style-type: none"> <li>• Each CSL provider shall provide a full range of program support services based on the needs of the member and consistent with the outcome based CSL plan.</li> <li>• Financial Management: Education and/or support of budgeting, money management, and risks or responsibilities of credit.</li> <li>• Health and Wellness: <ul style="list-style-type: none"> <li>○ Medication management/Administration education and/or support to create independent strategies, manage prescriptions and refills, secure storage/set-up and administer medications with RN oversight when applicable*(see bottom of section). Providing medication reminders and observation of self-administration.</li> <li>○ Medical appointment support: assistance with scheduling, understanding the content of, and attending medical appointments.</li> <li>○ Education and support for nutrition and physical activity program management, teaching basic wellness and first aid, recognizing symptoms of illness, ability to take temperature, etc.</li> </ul> </li> <li>• Supportive Home Care: Education and/or support with all services as defined under the Home and Community-Based Waiver, including support or assistance with activities of daily living, meal preparation, instrumental activities of daily living, housekeeping, general supervision for safety, transportation, chore services.</li> <li>• Independent Living Skills Training and Support: Teaching and support activities related to skills needed for maximum potential in independent living and effectively using community resources. This includes skill development in personal hygiene, home maintenance, interpersonal skills, personal and consumer rights, emergency and safety skills, educational skills, and mobility in the community.</li> <li>• Community Inclusion: Support the member in identifying activities, groups or volunteer opportunities the member desires to engage in. Assist the member in making the connections and coordinating their participation, to include accompanying the member initially or ongoing if necessary. It is not an activity organized by the provider, rather an activity occurring in the community or hosted by another entity.</li> <li>• Emergency/Crisis: Provider agencies must provide the staff for response 24/7 to members in the event of unexpected problems that arise, a crisis that occurs, or to meet unplanned needs that are within the Community Supported Living program.</li> <li>• Transportation: Medical and non-medical transportation support will be determined as part of the assessment process. If individual transportation needs exceed a 20-mile radius and more than five trips per month this would be considered excessive transportation and can be captured as such on the assessment.</li> <li>• *CSL Providers must have an acceptable written medication administration policy where employees or staff are administering medication with RN delegation (see 3.2 c.). This may be authorized separately by the Inclusa team.</li> </ul>
3.2	<p><b>Enhanced Community Supported Living Services</b></p> <p>Providers may offer one or more of these. The following services are not a requirement of the program.</p> <p><b>Assistive Technology</b></p> <p>Assistive technology may be authorized and funded separately for the member by the Inclusa team. The use of assistive technology is an effective tool to support safety while promoting an individual's sense of independence and autonomy. This technology is significantly less invasive and disruptive to the member than having people in and out of the home for the same reason. An example of such is</p>

	<p>Personal Emergency Response System (PERS). Many providers offering this technology have the sensor alerts sent directly to the provider via phone call or text message.</p> <p><b>Behavioral Supports</b> Includes implementing an effective and inclusive behavioral support plan, significant increased staff time for supervision, redirection, and teaching of coping skills/processing behavior choices. Members must have a behavioral acuity score that supports the need for enhanced behavioral supports.</p> <p><b>RN Delegated Tasks</b> Nursing Care Registered Nurse (RN) as defined in Wis. Admin. Code § DHS 133.14:</p> <ol style="list-style-type: none"> <li>1) Provision of services. Skilled nursing services shall be provided by or under the supervision of a registered nurse.</li> <li>2) Duties of the registered nurse. The registered nurse shall: <ol style="list-style-type: none"> <li>a. Make the initial evaluation visit to the patient;</li> <li>b. Regularly reevaluate the patient's needs;</li> <li>c. Initiate the plan of care and necessary revisions;</li> <li>d. Provide those services requiring substantial specialized care;</li> <li>e. Initiate appropriate preventive and rehabilitative procedures;</li> <li>f. Prepare clinical and progress notes;</li> <li>g. Promptly inform the physician or advanced practice nurse prescriber and other personnel participating in the patient's care of changes in the patient's condition and needs;</li> <li>h. Arrange for counseling the patient and family in meeting related needs;</li> <li>i. Participate in in-service programs for agency staff; and <a href="#">DHS 133.14(2)(j)</a></li> <li>j. Supervise and teach other personnel</li> </ol> </li> <li>3) Scope of duties. Nurses shall perform only those duties within the scope of their licensure.</li> </ol>
3.3	Members must be given the opportunity to direct some or all of their Supportive Home Care whenever possible to the extent of their ability and desire. Inclusive teams must determine the member's ability and/or desire to direct services by assessment and by observation and address this in the member's plan.
3.4	<p>Prior to authorizing payment to family members or legal decision makers (LDM), the following conditions must be met:</p> <ol style="list-style-type: none"> <li>1. The service is authorized by the Inclusive team;</li> <li>2. The member's preference is for the family member or LDM to provide the service;</li> <li>3. The Inclusive team monitors and manages any conflict of interest situation that may occur as a result of the family member or LDM providing services;</li> <li>4. The family member or LDM meets the MCO's standards for its subcontractors or employees providing the same service; and</li> <li>5. The family member or LDM will either: <ol style="list-style-type: none"> <li>a. Provide an amount of service that exceeds normal family care giving responsibilities for a person in a similar family relationship who does not have a disability; or</li> <li>b. Find it necessary to forego paid employment in order to provide the service and is not receiving a pension (including Social Security retirement benefits).</li> </ol> </li> </ol>
3.5	Ongoing, providers are required to monitor conflict of interest related to their staffing patterns and report any potential situations to the Inclusive teams.
4.0	<b>Units of Service and Reimbursement Guidelines</b>
4.1	<p><b>Community Supported Living (CSL)</b>  <b>SPC 104.00 S5136-UC – SHC - per day: Community Supported Living) – non-hands-on care</b>  <b>SPC 104.00 S5126-UA – SHC – per day; Community Supported Living – hands-on care</b></p>

	Service is billed with the indicated SPC and procedure code at the 104.00 rate as defined in Member Specific Rate Agreements. <b>Units are per day and member specific.</b>
4.2	<b>Community Supported Living (SPC 104.00/Procedure Code S5136-UC or S5126-UA).</b> Service is billed with the indicated SPC and Procedure Code at the member specific daily rate indicated on the Rate Agreement. Provider agency will receive a daily reimbursement for this level of service, regardless if services are required daily. This accounts for natural fluctuations in the level of need for unplanned supports.
4.3	<b>CSL Agency Responsible for Personal Protective Equipment</b> The CSL agency is responsible for providing any Personal Protective Equipment necessary for caregivers to perform their duties under OSHA guidelines. Cost of supplies such as gloves that are used by the worker for personal protection during supportive home care duties are covered within the daily reimbursement rate. The agency is not responsible for providing supplies for any other caregivers in the home other than their own employees.  Safety lancets could increase the safety of a diabetic supply 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.
4.5	<b>Remote Waiver Services and Interactive Telehealth</b> Provider must include modifier 95 when submitting claims for services that are delivered remotely or through telehealth.
4.6	<b>Electronic Visit Verification (EVV)</b> Electronic Visit Verification (EVV) is a system that uses technology to verify that authorized services are provided. Through EVV, a worker providing personal care services or applicable supportive home care services sends visit data to an EVV vendor at the beginning and end of each visit using methods such as a mobile application, a home phone (landline or fixed Voice over Internet Protocol [VoIP]), or fixed device.  SHC and CSL agencies will be required to use EVV to report member visits for the designated codes. SHC/CSL agencies will have the choice of using the EVV system developed by WI Department of Health Services (DHS) or their own existing EVV system as long as it meets DHS policy and technical requirements. Data collected from the EVV system will be used to validate affected service codes against approved authorizations during the claim adjudication process. Effective May 1, 2023, claims will be denied if a key visit is not present or insufficient to cover the units billed.
<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	The CSL program is designed to promote an individual's independence as much as possible. This requires service providers to have a reframed perspective from a more traditional residential or Supportive Home Care model. Provider Agencies must ensure that staff have the skills and training to promote individual strengths, personal choice, decision making, and personal control of one's life.

5.5	<p>The provider agency must ensure that staff have received training on the following subjects pertaining to the individuals served prior to member contact:</p> <ol style="list-style-type: none"> <li>1. Policy, procedures, and expectations of Includa and the SHC agency including training on: <ol style="list-style-type: none"> <li>a. Includa member rights and responsibilities</li> <li>b. Provider rights and responsibilities</li> <li>c. Record keeping and reporting</li> <li>d. Arranging backup services if the caregiver is unable to make a scheduled visit</li> <li>e. Other information deemed necessary and appropriate</li> </ol> </li> <li>2. 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.</li> <li>3. 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>4. Interpersonal and communication skills and appropriate attitudes for working effectively with members.</li> <li>5. Confidentiality laws and rules</li> <li>6. Procedures for handling complaints</li> <li>7. Use of adaptive aids and equipment</li> <li>8. Homemaking and household services, meal planning and preparation, shopping, housekeeping techniques, and proper maintenance of a clean, safe and healthy living environment</li> </ol> <ul style="list-style-type: none"> <li>• Personal health and wellness-related needs of the member including nutrition, dietary needs, exercise needs and weight monitoring/control</li> </ul>
5.6	Staff shall be trained in recognizing abuse and neglect, and reporting requirements.
5.7	<p>Personal assistance services training shall be completed prior to providing personal assistance services. Provider shall comply with Family Care Training and Documentation Standards for Supportive Home Care and In-Home Respite which can be accessed at:  <a href="https://www.dhs.wisconsin.gov/publications/p01602.pdf">https://www.dhs.wisconsin.gov/publications/p01602.pdf</a>.</p>
5.8	Services provided by anyone under the age of 18 shall comply with Child Labor Laws.
<b>6.0</b>	<b>Supervision and Staff Adequacy</b>
6.1	The provider agency shall maintain adequate staffing to meet the needs of members referred by Includa and accepted by the agency for service.
6.2	Providers must have an acceptable backup procedure to ensure services for immediate needs are provided.
6.3	<p><b>Provider agency will ensure:</b></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 Includa teams are kept informed about significant issues that affect the Includa member.</li> <li>• Supervisory staff are involved in assessment, goal planning and tracking, and supervision for Includa members.</li> <li>• Provider staff are working collaboratively and communicating effectively with Includa staff</li> <li>• The CSL agency shall maintain adequate staffing to meet the long-term care outcomes of members served, to include 24/7 response time to member as needed.</li> <li>• The provider agency must have a method of verifying service is provided as assigned and scheduled in accordance with the Member Centered Plan and CSL Assessment services and goals.</li> </ul>

7.0	Service Referral and Authorization
7.1	<p>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:</p> <ul style="list-style-type: none"> <li>• The provider agency must notify the Inclusa team within <b>two</b> business days of the referral, regarding acceptance of that referral and the anticipated assessment date.</li> <li>• When the assessment is complete, it is submitted to the Inclusa IDT and Manager for rate calculation.</li> <li>• If the rate is acceptable, notification of acceptance to IDT should also include the anticipated start date or any delays in staffing by the requested start date. The provider agency must continue to report status of an open referral on a weekly basis to the Inclusa team until the referral is filled.</li> <li>• Rates are established and agreed to between the Provider Agency and Inclusa IDT staff. The member specific rate agreement will then be processed and sent to the provider for signature.</li> <li>• A signed copy of the rate agreement should be returned to Inclusa within 7 business days of receipt. Inclusa will sign the rate agreement and a fully executed agreement will be sent to the provider agency for their records.</li> <li>• Services should not commence and will not be reimbursed for until a rate agreement is complete or in process with an effective date and rate in place.</li> <li>• CSL assessments are updated in real time by the Provider Agency. IDT staff may request to review an updated copy at any time. A formal review, which includes the provider submitting the assessment for a rate review, occurs at the initial review (15, 30, 45, 60, or 90 days) and at all subsequent 6 month/annual member care plan reviews. The only other formal review is a Change in Intervention Rate Review (See 7.2 below).</li> </ul>
7.2	<p><b>Change in intervention rate review:</b></p> <ul style="list-style-type: none"> <li>• CSL rates are authorized for six months unless there is a significant change in intervention, increases or decreases, used to meet the outcomes identified in the member’s CSL assessment.</li> <li>• The Provider Agency should be communicating with IDT regularly, regarding progress, supports, and general updates on the member.</li> <li>• An updated assessment is submitted to IDT staff and Managers for potential rate changes when interventions have changed in three or more skill ability areas on the assessment, and those changes are anticipated to continue for eight or more weeks.</li> </ul>
7.3	<p>The provider agency will retain copies of the assessment forms in the agency file as proof of authorization.</p>
7.4	<p>The provider agency must have a policy in place that outlines member services must be offered and/or delivered as authorized by Inclusa teams.</p> <p>If member services cannot be met as authorized, the provider agency must contact the Inclusa team as soon as the issue is known. See also section 8.3</p>
7.5	<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 CSL authorizations and requests for Provider Portal assistance should be directed to the Inclusa Residential-CSL-NH-Therapy Support Team at <a href="mailto:ACS-Residential-CSL-NH-Therapy@inclusa.org">ACS-Residential-CSL-NH-Therapy@inclusa.org</a> or 888-544-9353, ext. 6.</p>
7.5	<p><b>Remote Waiver Services and Interactive Telehealth</b></p> <p>Provider may not require members to receive a service via interactive telehealth or remotely if in-person service is an option.</p> <ol style="list-style-type: none"> <li>1. Remote Waiver Services <p>Remote waiver services are waiver services delivered using audiovisual communication technology that permits 2-way, real-time, interactive communications between a provider and a member. Remote waiver services do not include communications delivered solely by audio-only telephone, facsimile machine, or electronic mail. The IDT cannot require the use of remote services to authorize the service.</p> <p>The IDT must first determine the service is necessary to support an outcome by using the RAD or other Department approved alternative and then determine whether it can be authorized remotely.</p> <p>To authorize a waiver service for remote delivery, the IDT must:</p> <ol style="list-style-type: none"> <li>a. Determine that the service can be delivered remotely with functional equivalence to face to face as the in-person service. Functional equivalence exists when there is no reduction in quality, safety, or effectiveness of the in-person service because it is delivered by using audiovisual telecommunication technology.</li> <li>b. Obtain informed consent from the member to receive the service remotely.</li> <li>c. Determine that the member has the proper equipment and connectivity to participate in the service remotely. The MCO is not required to provide the proper equipment and connectivity to enable the member to access the service remotely.</li> </ol> </li> <li>2. State Plan Services Via Interactive Telehealth <p>Interactive telehealth is telehealth delivered using multimedia communication technology that permits 2-way, real-time, interactive communications between a certified provider of Medical Assistance at a distant site and the Medical Assistance recipient or the recipient's provider.</p> </li> </ol>
<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 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 submitting 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	Member specific communication, frequency and format will be determined between the provider agencies, IDT staff, and the member during the assessment process.
8.3	<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 service provider</li> <li>2. There is a change in the member’s needs or abilities or there is an immediate concern with member health and safety</li> <li>3. The member or provider is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and member)</li> </ol> <p>Members have the right to refuse services; however, if the member is refusing essential services or there is a pattern in refusals, the provider should contact the Inclusa team as soon as possible.</p>
8.4	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.
8.5	<p><b>Member Incidents:</b></p> <p>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. Acceptable means of communicating member incidents to the Inclusa team would be via phone, fax, or email <b>within 24 hours</b>. Additional documentation of incidents may be requested by the team or Inclusa Quality Assurance.</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><b>Planned Termination of Services:</b></p> <p>The provider agency shall give at least 30 days’ advance notice in writing to the Inclusa team when it is unable to provide authorized services to an individual member. The provider agency shall be responsible to provide authorized services during this time period, unless an earlier date is mutually agreed upon by both parties. Payment will be made up to and including last day of service.</p> <p>The Inclusa team or designated staff person will notify the provider agency when services are to be discontinued. The Inclusa team will make every effort to notify the provider at least 30 days in advance.</p> <p><b>Unplanned Termination of Services:</b></p> <p>When an unplanned termination is initiated by the MCO/member, the MCO reserves the ability to withhold or suspend payment without prior notice for reasons involving a health and/or safety concern. Unplanned termination includes disenrollment of a member.</p>
8.7	<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.</li> <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>



	<ul style="list-style-type: none"> <li>• If hiring family members or LDM, policy and procedure for identifying and reviewing conflict of interest.</li> </ul>
<p><b>9.0</b></p>	<p align="center"><b>Quality Assurance</b></p>
<p>9.1</p>	<p><b>Purpose</b></p> <p>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.</p> <p>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.</p> <p>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> <li>• Quality Teams- as assigned based on significant incidents, trend in quality concerns or member-related incidents.</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>

<p>9.4</p>	<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 to 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>
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