



# Scope of Service Consumer Directed Supports (Self-Directed Supports) Broker

SPC: 620

## 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 Consumer Directed Supports (Self-Directed Supports) Broker services in the DHS Family Care contract and the Medicaid Waivers manual, standard program category (SPC) 620.</p> <p><b>Support Broker</b> is an individual who assists a member in planning, securing and directing self-directed supports.</p> <p><b>Support Broker Agency</b> is an agency that hires individuals who provide Support Broker services.</p>
2.0	Standards of Service
2.1	Provider must follow the standards for Support Broker services. 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	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 620 – Support Broker for Self-Directed Supports</b></p> <p>As specified in a Support Broker Service Agreement, may assist the member as employer:</p> <ul style="list-style-type: none"> <li>(a) in arranging their day-to-day services (to remain within the authorized service type and frequency and to ensure the member’s health and safety needs are met);</li> <li>(b) in recruiting, screening and/or interviewing potential SDS employees;</li> <li>(c) with conflict resolution between the member/employer and the employee;</li> <li>(d) in reviewing/ verifying time sheets prior to submission to the fiscal management agency.</li> </ul>
4.0	Units of Service and Reimbursement Guidelines
4.1	<p><b>SPC 620 - HCPC T2041, U5 - Support Broker for Self-Directed Supports</b></p> <p>Billable time for Support Broker is face-to-face time with the member and/or the member’s SDS employees, phone contacts and collateral contacts, within the authorized hours as designated on the Service Referral and Authorization form issued by the care manager or designee.</p>

	Service is billed with the indicated SPC and procedure code at the rate as defined in Appendix A of the Provider Subcontract Agreement.
4.2	Travel time may be paid to and from the Support Broker's primary site (may be personal residence) and the member's home or other authorized activity site. This additional cost is evaluated on a member-by-member basis.
4.3	Billing is in 15-minute increments.
4.4	Billable time includes recruiting activities with and/or on behalf of the member.
4.5	Excludes the cost of any direct services authorized and obtained by a Member through an SDS plan, which is paid for and reported under the appropriate service definition. Excludes the cost of fiscal agent services which is paid for and reported as financial management fees.
4.6	The Support Broker Agency will submit claims to WPS or to the identified SDS Fiscal Agent.
4.7	<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.
<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 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 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 provider agency must ensure that support broker staff have received training on the following subjects pertaining to the individuals served and achieve signed verification that it occurred: <ul style="list-style-type: none"> <li>• HIPAA, confidentiality, ethical standards; communicating absence and initiating back-up services</li> <li>• Billing/payment processes – recordkeeping and reporting; contacts</li> <li>• How to recognize and respond to emergencies, contact local emergency response systems</li> <li>• Specific information about member needs, capacities and limitations, preferences</li> <li>• Quality of service relevant to member support needs</li> <li>• Conflict resolution, interpersonal skills, respecting member direction, and cultural differences</li> </ul>
5.5	Staff shall be trained in recognizing abuse and neglect and reporting requirements.
5.6	Services provided by anyone under the age of 18 shall comply with Child Labor Laws.
5.7	Support Broker shall be knowledgeable of the local service delivery system and local community-integrated service and resources available to the member.
5.8	Support Broker shall be knowledgeable of the typical kinds of needs of persons in the member's target group and must have knowledge of the unique needs/preferences of the participant and the service system.
5.9	Support Brokers are subject to criminal background checks and must be independent of any other waiver service provider [that is authorized in the member's plan of care].
<b>6.0</b>	<b>Supervision and Staff Adequacy</b>
6.1	The Support Broker Agency shall maintain adequate staffing to meet the needs of members referred by Inclusa and accepted by the agency for service.
6.2	Support Broker providers must have an acceptable backup procedure, including notification of member and agency when provider is unable to show for a scheduled visit.

6.3	<p>The Support Broker Agency will ensure:</p> <ul style="list-style-type: none"> <li>• Their support brokers 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 provide a written service referral form to the provider agency which specifies the expected outcomes, amount, frequency and duration of services.
7.2	The provider agency must notify the Inclusa team within three 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. 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.
7.3	The Inclusa team will issue a new written referral form when the tasks assigned, amount, frequency or duration of the service changes.
7.4	The provider agency will retain copies of the referral forms in the agency file as proof of authorization.
7.5	The Inclusa Team will contact the Support Broker to schedule a meeting with them and the member/ representative. The Team will provide the Support Broker with the member name, DOB, address and a brief description of the service being requested, including approved number of hours/units at time of initial contact.
7.6	The initial face to face meeting provides an opportunity for the member, Team and Broker to meet and further discuss the services being requested.
7.7	If the member wants to contract for this service, a Support Broker Service Agreement will be completed by the member, Team and Support Broker. This Agreement specifies the services authorized and the expected amount, frequency and duration of the services.
7.8	The Support Broker/Agency must notify the Inclusa Team (or authorized designee) any discrepancies between the approved authorization and actual submissions for payment.
7.9	<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 Support Broker for SDS authorizations and requests for Provider Portal assistance should be directed to the Inclusa SHC-SDS-Home Health Support Team at <a href="mailto:ACS-SHC-SDS-HomeHealth@inclusa.org">ACS-SHC-SDS-HomeHealth@inclusa.org</a> or 888-544-9353, ext. 7.</p>

7.10	<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 a 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 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 service provider</li> <li>2. There is a change in the member’s needs or abilities</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>
8.3	<p>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.</p>

8.4	<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>
8.5	<p>The provider agency shall give at least 30 days' advance notice to the Inclusa team when it's unable to provide authorized services to an individual member. The provider agency shall be responsible to provide authorized services during this time period.</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>
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.</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>
9.0	<p><b>Quality Assurance</b></p>
9.1	<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 style="padding-left: 40px;">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.</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 Inlusia 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 Inlusia, responding to calls, emails, or other inquiries, keeping Inlusia 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>