

SPC: 112.56 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
1.1	Inclusa follows the definitions and guidelines as defined for Environmental Accessibility Adaptations in the DHS Family Care contract, standard program category (SPC) 112.56.
1.2	Environmental Accessibility Adaptations (Home Modifications) : Home modifications are those services that are designed to assess the need for, arrange for and provide modifications and/or improvements to a member's residence that address a need identified to improve health, safety, accessibility, or provide for the maximization of independent functioning. Home modifications may include the materials and services needed to complete the installation of specific equipment, the modification of the physical structure, or the reconfiguration of essential systems within the home. Home modifications are generally permanent fixtures/changes to a physical structure.
2.0	Standards of Service
2.1	Provider must follow the standards for Environmental Accessibility Adaptations (Home Modifications. This Scope of Service reflects Inclusa policies and procedures.
2.2	Inclusa subcontracted providers of long-term care services are prohibited from influencing members' choice of long-term care program, provider, or Managed Care Organization (MCO) through communications that are misleading, threatening or coercive. Inclusa and/or the WI Department of Health Services may impose sanctions against a provider that does so. Per Wisconsin Department of Health Services (DHS), any incidents of providers influencing member
	choice in a Family Care program must be reported to DHS immediately.
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.
2.5	Provider will meet Inclusa credentialing and contracting standards, at a minimum.
2.6	Provider will maintain general and professional liability insurance coverage throughout the length of the contract with Inclusa. Providers will submit proof of insurance coverage (insurance face sheet or declarations page) to Inclusa at the time of initial contract and each insurance renewal period thereafter.
2.7	Inclusa Community Resources/Provider Relations (CR/PR) will support and assist contracted providers in problem solving, contract matters, facilitating communication, and monitoring quality services. CR/PR is responsible for contract compliance oversight, quality monitoring, and credentialing of providers.
2.8	CR/PR staff will conduct online primary source verification of contractor license.

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3.0	Service Description
3.1	SPC 112.56 - Environmental Accessibility Adaptations (Home Modifications)
	Environmental Accessibility Adaptation providers will work within documented specifications to
	make modifications to a member's home or residential facility to enhance the member's
	accessibility related to health and safety.
	Modifications may include changes to the physical structure, or reconfiguring the essential systems
	within the home. This service excludes general home repairs or improvements that are not of direct
	medical or remedial benefit to the member.
4.0	Units of Service and Reimbursement Guidelines
	SPC 11256 - Procedure Code S5165
	Service is billed with the indicated SPC and Procedure code at the unit rate as defined in the
	Appendix A of the Provider Subcontract Agreement, along with the Bid Approval Form.
	Inclusa will pay the Environmental Accessibility Adaptation provider agency based on the
	amount listed on the Bid Approval Form. Additional amounts beyond the agreed upon rate
4.1	shall be established by mutual agreement between Inclusa and the provider agency per bid
4.1	 project and shall be reflected on the Project Change Order Form. Inclusa may pay 50% of the approved bid at commencement of the project, and the
	remaining 50% will be paid at the time of completion. Determination of partial payment will
	be based on scope and length of the project.
	Upon receipt of full payment, the provider agency will execute a Full Unconditional Waiver
	for all work performed and materials furnished by the provider agency, and Inclusa may
	require similar waivers or releases from all subcontractors and material suppliers
	Service Covered Under the Bid Approval Form include:
	All of the materials for completion of all projects, unless otherwise mutually agreed upon
4.2	All of the work (within the property lines) shown on, and in accordance with, the Drawings
7.2	and/or Bid Specifications agreed for each project
	 For any changes to the Bid Specifications or any terms of the Contract Documents, a Change
	Order Form will be submitted to outline the change in design concept or cost
	Non-Covered Service
	 Services or activities not authorized by the Inclusa team, including extending the time frame or frequency of authorized convises without an approved Change Order form
4.2	 or frequency of authorized services without an approved Change Order form. Services outside of the Bid Specifications
4.3	 Services outside of the Bid Specifications Services not included in the Family Care benefit package.
	 Repairs that are considered to be part of general maintenance and outside the scope of the
	project.
	Remote Waiver Services and Interactive Telehealth
4.4	Provider must include modifier 95 when submitting claims for services that are delivered remotely
	or through telehealth.
5.0	Staff Qualifications and Training
	Provider will ensure all staff providing services for Inclusa members will have the appropriate
5.1	training and knowledge to perform tasks assigned and possess demonstrated knowledge in all
	safety measures related to the work.
5.2	Provider and staff will demonstrate competence in communicating effectively with Inclusa
	members and their representatives in order to support the person's rights and outcomes.
5.3	Provider will ensure all employees are at least 18 years of age.
5.4	CR/PR-designated staff may conduct caregiver background check audits for providers with
	employees on a rotating schedule when required. Caregiver Background Checks – Providers will comply with all applicable standards and/or
5.5	regulations related to caregiver background checks and comply with Appendix H from the Inclusa
	Subcontract Agreement.

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6.0	Supervision and Staff Adequacy
6.1	The provider agency shall maintain adequate staffing to meet the needs of members referred by Inclusa and accepted by the agency for service.
7.0	Service Referral and Authorization
7.1	The Inclusa team is responsible for assessing and determining services to be authorized and paid for by Inclusa prior to a service or product being completed or provided. An Environmental Accessibility Adaptation Consultant will meet with the member and Inclusa staff to evaluate and determine final specifications for the project. A request for bids will be communicated to contracted providers. All interested providers will submit bid on Inclusa approved Bid Approval Form. The Bid Approval form will include a full listing of material and labor needed to complete the project based on the specifications provided by Inclusa
7.2	If the referral is accepted, the provider will notify the Member Support IDT of anticipated start date or any delays in meeting the requested start date. The work to be performed shall be commenced within thirty (30) calendar days of receiving prior approval per project per Bid Approval Form. Some projects may require a more urgent timeframe to commence and be completed, which will be communicated between Inclusa and the Provider agency.
7.3	The provider agency will retain copies of the specifications, Inclusa Bid Approval form and other related documents as proof of authorization.
7.4	Questions regarding billing or claims for current Environmental Accessibility Adaptation authorizations and requests for Provider Portal assistance should be directed to the Inclusa DME- DMS-OTC Support Team at <u>ACS-DME-DMS-OTC@inclusa.org</u> or 888-544-9353, ext. 5.
7.5	 Remote Waiver Services and Interactive Telehealth Provider may not require members to receive a service via interactive telehealth or remotely if inperson service is an option. 1. Remote Waiver Services 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. 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. To authorize a waiver service for remote delivery, the IDT must: 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 remotely. 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. 2. State Plan Services via Interactive Telehealth Interactive 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.

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8.0	Requirements and Warranty of Provider Agency
8.1	The provider agency will furnish, at its own expense, all building and other permits, licenses, tools, equipment, and temporary structures necessary for the completion of approved projects. The Provider agency shall also give all required notices and shall comply with all applicable codes, laws, ordinances, rules and regulations, and protective covenants, whenever applicable. They shall further comply with the provisions of the Occupational Safety and Health Act of 1970. The Provider agency will immediately display to Inclusa all permits, licenses, certificates and other instruments required by law upon request
8.2	If the Provider agency observes that any Bid Specifications are at variance with any applicable codes, laws, ordinances, rules or regulations, or protective covenants, it shall promptly notify Inclusa in writing and any necessary changes shall be made as provided in the Change Order Form. If any work is knowingly performed and is subject to such codes, laws, ordinances, rules or regulations, or protective covenants, without giving such notices to Inclusa, then the Provider agency shall bear all costs arising there from.
8.3	The Provider agency will not file a mechanic's or material man's lien or maintain any claim against the real estate or improvements for or on account of any work done, labor performed or materials furnished and shall include in each subcontract a clause which will impose the requirement on subcontractors. Inclusa also has the right to interpret the Provider agency's documents and to determinate compliance therewith.
8.4	Upon request by the Purchaser, the Contractor shall disclose the names of all persons with whom it has contracted or will contract with respect to work to be done and materials and equipment to be furnished hereunder.
8.5	The provider will furnish Inclusa with a written assurance of completion of work.
8.6	The provider agency will correct any defects due to faulty materials or workmanship which appear within one year from the date of final completion of each project, and shall bear the cost of correcting such defects.
8.7	Right of Entry and Interpretation Inclusa and all agents thereof shall, at all times during construction, have the right of entry and free access to the projects and the right to inspect all work done and materials, equipment and fixtures furnished, installed, or stored in and about the projects by the provider. Inclusa shall also have the right to interpret the provider documents and to determine compliance therewith.
9.0	Communication, Documentation and Reporting Requirements
9.1	 Provider will notify Inclusa as follows: Start date as confirmation that work has begun At midpoint if it is more than a day job, with how it is progressing and anticipated completion Any time it is identified that there is a need to change the project in any way At completion date
9.2	 Inclusa communicates with providers regularly in the following formats: Vendor forums Mass notifications via email, fax, or mail Notices for expiring credentialing Notices are sent to providers via email when the provider has email available to ensure timeliness of communication. 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.

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	Providers can update their information by contacting Provider Relations at 877-622-6700 (select
	Option 2, then Option 3) or <u>ProviderRelations@inclusa.org</u> .
9.3	Member Incidents 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 24 hours via phone, fax, or email.
	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.
	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.
	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.
	Incident reporting resources and training are available in the Providers section of the Inclusa website at <u>www.inclusa.org</u> .
	The provider agency must maintain the following documentation, and make available for review by Inclusa upon request.
9.4	 Provider meets the required standards for applicable staff qualification, training and programming Verification of criminal, caregiver and licensing background checks as required.
	 Policy and/or procedure for responding to complaints, inappropriate practices or matters qualifying as member-related incidents.
10.0	Quality Assurance
	Purpose Inclusa quality assurance activities are a systematic, departmental approach to ensuring and recognizing a specified standard or level of care expected of subcontracted providers. These methodologies are established to review and inspect subcontracted provider performance and compliance.
	Inclusa will measure a spectrum of outcomes against set standards to elicit the best picture of provider quality.
	Inclusa provider quality assurance practices:
10.1	 Establish the definition of quality services; Assess and document performance against these standards; and Detail corrective measures to be taken if problems are detected.
	It is the responsibility of providers and provider agencies to maintain the regulatory and contractual standards as outlined in this section. Inclusa will monitor compliance with these standards to ensure the services purchased are of the highest quality.
	Resulting action may include recognition of performance at or above acceptable standards, working with the provider to repair and correct performance if it is below an acceptable standard, or action up to termination of services and/or contract should there be failure to achieve acceptable standards and compliance with contract expectations.

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	Quality Performance Indicators
10.2	 Legal/Regulatory Compliance: evidenced by regulatory review with no deficiencies, type of deficiency and/or effective and timely response to Statement of Deficiency Education/Training of staff: effective training of staff 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. Performance record of contracted activities: tracking of number, frequency, and outcomes of Inclusa Incident Reports related to provider performance tracking of successful service provision (member achieving goals/outcomes, increased member independence and community participation, etc.) 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 Availability and Responsiveness: related to referrals or updates to services, reporting and communication activities with Inclusa staff.
10.3	 Inclusa Sources and Activities for Measuring Provider Performance Member satisfaction surveys Internal or external complaints and compliments Onsite review/audits Statement of Deficiency (SOD) (state regulated entities)
	 Quality Teams (as assigned based on significant incidents, trend in quality concerns or member-related incidents, or issued Statement of Deficiency) Tracking of performance and compliance in relation to the subcontract agreement and appendices Statistical reviews of time between referral and service commencement
	Expectations of Providers and Inclusa for Quality Assurance Activities
10.4	 Collaboration: working in a goal oriented, professional, and team based approach with Inclusa representatives to identify core issues to quality concerns, strategies to improve, and implementing those strategies Responsiveness: actions taken upon request and in a timely manner to resolve and improve identified issues. This may include submitted documents to Inclusa, responding to calls, emails, or other inquiries, keeping Inclusa designated staff informed of progress, barriers, and milestones achieved during quality improvement activities.
	 Systems perspective toward improvement: approaching a quality concern, trend, or significant incident with the purpose of creating overall improvements that will not only resolve the issue at hand, but improve service and operations as a whole Member-centered solutions to issues: relentlessly striving to implement solutions with the focus on keeping services member-centered and achieving the goals and outcomes identified for persons served
	Inclusa is committed to interfacing with providers to collaboratively and proactively discuss issues identified with processes and assist with implementing improvements and reviewing the impact of the changes as a partner in the mission to serve members.

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