



# Scope of Service Personal Emergency Response System (PERS)



**SPC: 112.46**

## 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 Personal Emergency Response Systems in the DHS Family Care contract, standard program category (SPC) 112.46.</p> <p><b>Personal emergency response system (PERS)</b> is a service that provides a direct telephonic or other electronic communications link between someone living in the community and health professionals to secure immediate response and assistance in the event of a physical, emotional or environmental emergency. This service may include devices and services necessary for operation of PERS when otherwise not available. PERS may also include cellular telephone service used when a conventional PERS is less cost-effective or is not feasible. This service may include installation, upkeep and maintenance of devices or systems as appropriate.</p> <p>Electronic devices must meet UL Standards. Telephonic devices must meet FCC regulations.</p>
2.0	Standards of Service
2.1	Provider must follow the standards for PERS. This Scope of Service reflects Inclusa policies and procedures.
2.2	The PERS provider should assure that these devices, where applicable, meet Federal Communication Commission standards or Underwriters Laboratory standards or the equivalent.
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	<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>
3.0	Service Descriptions
3.1	To supplement direct-staff support through the creative use of technical/mechanical supports in the form of a variety of monitoring devices, which include speaker phones, pagers, motion detectors, smoke detectors, and various alarm systems. The member may also wear a portable "help" button to allow for mobility. The system is connected to the member’s phone and programmed to signal a response center once a "help" button is activated. The response center is staffed by trained professionals.
3.2	Provider must offer a system of monitoring members in their homes through electronic devices and provide staff response to emergencies. Provider shall have monitoring sites, which are staffed 24 hours/day, 365 days/year.

3.3	<p><b>Each PERS shall include:</b> Installation in the member’s home, including any needed phone jack modifications and devices; two-way voice communication; and average-range, waterproof, portable help button, with a 3- to 5-year battery. Models with additional features should be specified in the contract, i.e., fall detection, smoke detector, medication reminder, etc.</p>
3.4	<p><b>Installation</b></p> <ol style="list-style-type: none"> <li>1. It shall be the provider’s responsibility to deliver and install each Personal Emergency Response System unit that is purchased or leased. The provider agrees to complete installation within 5 working days of receipt of the service order. Services billed in the month that PERS units are ordered and installed should be prorated to reflect the number of days that the PERS device was in use.</li> <li>2. The provider shall provide all parts and equipment necessary for installing an emergency medical response system unit into a functioning telephone system.</li> <li>3. The provider shall instruct the member in the use and maintenance of the PERS and shall provide the member with simple written instructions, including how to report a malfunction of the PERS. The provider shall, upon request of the member or Inclusa team, provide additional follow-up instructions to the member on operating and maintaining the PERS. <ul style="list-style-type: none"> <li>• The provider is responsible for informing the member and/or member’s representative of their responsibilities and timeframes to have equipment available for pick-up upon termination of service or disenrollment of the member from the Inclusa.</li> <li>• Provider is responsible for collection of equipment when service is discontinued.</li> <li>• Provider may not bill the purchaser for equipment that they are unable to collect from the member or their representatives after the service is terminated</li> </ul> </li> <li>4. The provider shall forward to the Inclusa team within 5 working days of the installation either by mail or by facsimile a form signed by a provider representative or employee and by the member or member’s representative confirming the date of the installation and the member’s understanding of the use and maintenance of the PERS.</li> </ol>
3.5	<p><b>Maintenance of Equipment and Service</b></p> <p>Provider shall maintain all installed PERS in proper working order. The provider shall make provision to ensure that each installed PERS is operating properly at least once every 30 days. Provision for the testing will preferably be automated and result in the least possible inconvenience for the member.</p> <p>The provider shall follow-up with the member and notify the Inclusa team within 24 hours, or the next business day, of any PERS that is not operating properly. Malfunctioning equipment shall be repaired or replaced within 24 hours of notification or identification. Members may manually check/test the unit as frequently as desired.</p>
3.6	<p><b>Suspension and Termination of Service</b></p> <p>The decision to remove a PERS is at the sole discretion of the Inclusa team. For all PERS removals, notification will be by telephone, followed by written notification, from the authorized Inclusa team. If the provider is notified directly by a member’s family or other representative to remove the PERS, authorization must first be obtained from the Inclusa team. When a member with a PERS no longer requires such services, regardless of the reason, the Inclusa team will discuss with appropriate staff, as needed, and contact the provider, so that the PERS may be transferred or removed.</p> <ol style="list-style-type: none"> <li>1. When a member’s services are suspended because of the member’s admission to the hospital, the Inclusa team will notify and/or authorize the provider to take the unit off-line. Services will be resumed to the member only after the Inclusa team notifies the provider. Payment for leased equipment will be made at the standard unit price as long as a unit remains in the home of a member.</li> <li>2. The provider shall disconnect/remove a PERS from a member’s residence within 5 working days of notification by the Inclusa team. Inclusa will discontinue payment effective 5 days after notice of disconnect or the following day after removal of the PERS, whichever is sooner.</li> </ol>

	<p>3. If PERS is discontinued due to member disenrollment or death, payment will cease the following day after disenrollment or death.</p> <p>4. Inclusa is not responsible for equipment that the provider is unable to collect from the member or their representative after service is terminated.</p>
3.7	Service must be provided in a manner which honors member’s rights such as consideration for member preferences and consideration for common courtesies such as timeliness and reliability.
3.8	PERS agencies must assure timely response to request for assistance calls, pushing help button. Industry standards indicate that a timely response would be within 1 – 3 minutes. It is understood that PERS agencies have no control over the processing of the call through the local phone company or local cellular provider; they only have control over the response time once the call comes in to the agency’s receivers.
<b>4.0</b>	<b>Units of Service and Reimbursement Guidelines</b>
4.1	<b>SPC 112.46 (\$5161) – Personal Emergency Response Systems (PERS) service fee, per month.</b> Provider must bill Inclusa using applicable SPCs, procedure codes and modifiers as defined in Appendix A of the Provider Subcontract Agreement.
4.2	Provider must prorate applicable contracted charges for equipment installed or removed mid-month.
4.3	The base monthly charge for basic telephone service that is necessary to allow PERS operation is paid by the member.
4.4	If the contracted provider agency uses a subcontractor for the installation of equipment, and/or the monitoring service, the contracted provider agency must notify Inclusa Community Resources/Provider Relations of the subcontracting relationship. Services billed may only be billed by the contracted provider agency. The subcontractor may not bill for service authorized through the contracted PERS agency.
4.5	Provider may not bill the purchaser or member for equipment that the provider is unable to collect from the member or their representatives after the service is terminated.
4.6	<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 /Trainings</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	The installation of PERS systems should be done by qualified installers representing the health agency managing the personal emergency response system. In the event these installers are not available, the agency should seek experienced technicians to complete necessary line adaptations.
5.3	For the monitoring/response center employees, the provider shall employ staff who are professional and have a degree in a human services or medical field or extensive experience working with the target population (physical disabilities, developmental disabilities, and frail elderly) served by the Inclusa.
5.4	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> .
5.5	To adequately meet the needs of this population, it is recommended that monitoring staff have been trained in these areas: <ul style="list-style-type: none"> <li>• Blood Borne Pathogens</li> <li>• Universal Precautions</li> <li>• First Aid</li> <li>• CPR</li> <li>• Medication Administration</li> <li>• Crisis Response</li> <li>• Managing Threatening Confrontations</li> <li>• and specific training around the needs of the individuals that they support</li> </ul>

5.6	Staff shall be trained in recognizing abuse and neglect and reporting requirements.
5.7	If the contracted PERS agency subcontracts for installation technicians and/or monitoring response staff, the contracted PERS agency is responsible to verify that subcontractors meet the staff qualifications/training requirements.
<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 Inclusa and accepted by the agency for service.
6.2	The PERS agency must assure adequate supervision of installation technicians and monitoring response staff.
6.3	<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>• 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 PERS agency which specifies the requested start date, responder contacts, clinical information, and duration of services.
7.2	The provider will retain copies of the referral forms in the agency file as proof of authorization. Failure to have proper authorization from the MCO will be cause for non-payment of services during the unauthorized time period.
7.3	The PERS agency must notify the Inclusa team within 2 business days of receiving a referral regarding the acceptance of the referral. If accepted, the notification should also include the anticipated installation and activation start date or any delays in installation/activation by the requested start date. The PERS agency must continue to report weekly on the status of installation/activation until the PERS system is operating for the member referred and authorized.
7.4	The provider shall arrange with the consumer for a mutually convenient appointment within 5 working days of the provider's notification by the Inclusa team. The provider immediately shall notify the Inclusa team if it is unable to schedule or complete an installation within the required time frame (5 business days).
	<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 PERS 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>

7.6	<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>
8.0	<b>Communication, Documentation and Reporting</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 PERS agency shall report all emergency response calls placed by the member to the monitoring service within 2 business days of the call. Reports will be submitted to the member's Inclusa team via fax or email to the office where the team is located. It is necessary for the PERS agency to communicate these calls to keep the Inclusa team informed of any emergent health issues for the member.</p> <p>Accidental calls to the monitoring center do not need to be reported unless the accidental calls are frequent.</p>
8.3	<p>If any applicable regulatory, industry, or manufacturer standards are changed, resulting in improvements or updating of equipment, the Inclusa team shall be notified and each on-line member with leased equipment shall be provided with said new equipment within 60 days.</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.</p> <p>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>The provider agency shall give at least 30 days’ advance notice to the Inclusa team when it’s unable to provide authorized services to individual members. 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>
8.7	Provider shall develop pertinent records and protocols on each consumer at the monitoring site.
8.8	<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 for responding to complaints, inappropriate practices, or matters qualifying as member-related incidents</li> <li>• Policy and procedure regarding work rules, work ethics and reporting variances to the supervisor</li> <li>• Employee time sheets/visit records which support billing to Inclusa</li> </ul>
9.0	<b>Quality Assurance</b>
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>

9.2	<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 assigned Inclusa Quality Teams 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</li> </ul>
9.3	<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>• Statement of Deficiency (SOD) (state regulated entities)</li> <li>• Quality Teams (as assigned based on significant incidents, trend in quality concerns or member-related incidents, or issued Statement of Deficiency)</li> <li>• Tracking of performance and compliance in relation to the subcontract agreement and appendices</li> </ul> <p>Statistical reviews of time between referral and service commencement</p>
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 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>