



**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 Supportive Home Care in the DHS Family Care contract, standard program category (SPC) 104.</p> <p>Supportive home care (SHC) is the provision of services to directly assist persons with daily living activities and personal needs to assure adequate functioning and safety in their home and community.</p> <p>Services include:</p> <ul style="list-style-type: none"> <li>• Hands-on assistance with activities of daily living such as dressing/undressing, bathing, feeding, managing medications and treatment that are normally self-administered, toileting, assistance with ambulation (including the use of a walker, cane, etc.), carrying out professional therapeutic treatment plans, grooming such as care of hair, teeth or dentures. This can also include preparation and cleaning of areas used during provision of personal care assistance such as the bathroom and kitchen.</li> <li>• Direct assistance with instrumental activities of daily living, as well as observation or cueing of the member to safely and appropriately complete activities of daily living and instrumental activities of daily living. Providing supervision necessary for member safety at home and in the community. This may include observation to assure appropriate self-administration of medications, assistance with bill paying and other aspects of money management, assistance with communication, arranging and using transportation and personal assistance at a job site and in non-employment related community activities.</li> <li>• Routine housekeeping and cleaning activities performed for a member consisting of tasks that take place on a daily, weekly or other regular basis. This may include: washing dishes, laundry, dusting, vacuuming, meal preparation, shopping and similar activities that do not involve hands-on care of the participant.</li> </ul> <p>Services exclude training provided to a member intended to improve the member's ability to independently perform routine daily living tasks, which may be provided as daily living skills training.</p>
2.0	Standards of Service
2.1	<p>Provider must follow the standards for Supportive Home Care. This Scope of Service reflects Inclusa policies and procedures.</p>
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 Wisconsin Department of Health Services (DHS) may impose sanctions against a provider that does so.</p> <p>Per DHS, any incidents of providers influencing member choice in a Family Care program must be reported to DHS immediately.</p>

2.3	Service must be provided in a manner which honors member’s rights such as consideration for member preferences (scheduling, choice of provider, direction of work), and consideration for common courtesies such as timeliness and reliability.
2.4	Provider must incorporate practices that honor members’ beliefs, being sensitive to cultural diversity and diverse cultural and ethical backgrounds, including supporting members with limited English proficiency or disabilities, and regardless of gender, sexual orientation, or gender identity. This includes fostering attitudes and interpersonal communication styles in staff and providers which respect members’ cultural backgrounds.
<b>3.0</b>	<b>Service Description</b>
3.1	<b>Supportive Home Care (SHC) – Days</b> SHC-Days is a non-licensed supportive home care service in which a member receives direct support from a provider. The member is responsible for all costs that could be associated with room and board. This would include, but is not limited to rent, utilities, food cost, etc. SHC-Days provides care and support on an as-needed basis, for up to 24 hours/day in the member’s home.
3.2	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.
3.3	Prior to authorizing payment to family members or legal decision makers (LDM) the following conditions must be met: <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 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: <ul style="list-style-type: none"> <li>• 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>• 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> </ul> </li> </ol>
3.4	Ongoing, providers are required to monitor conflict of interest related to their staffing patterns and report any potential situations to the Inclusive teams.
<b>4.0</b>	<b>Units of Service and Reimbursement Guidelines</b>
4.1	<b>SHC – Days</b> SPC <b>104.00</b> – Procedure Code <b>S5126</b> or <b>SPC 104.00</b> – Procedure S5136 The unit of service for Supportive Home Care is DAYS and is billed under the member specific rate as defined in Appendix A of the Provider Subcontract Agreement. A DAY includes the day of start of service, but not the day of termination of service. Day of disenrollment of a Family Care member is not a paid service day. Disenrollment includes death, incarceration, loss of financial/functional eligibility, failure of member to pay cost share, move to an IMD, and/or move out of the MCO service area. Voluntary or otherwise determined by MCO.
4.2	<b>Termination of Services</b> <b>Planned Termination of Services</b> A written 30-day notice is required by the MCO/member or SHC-Days provider (whoever is initiating the termination) to terminate a service. Payment will be made up to, but not including the date of the member’s end of services. Failure by provider/MCO to meet 30-day notice requirement may result in a financial penalty up to, but not exceeding the number of

	<p>days left in provider/MCO's 30-day service commitment, unless an earlier date is mutually agreed upon by both parties.</p> <p><b>Unplanned Termination of Services</b>  When an unplanned termination of services is due to reasons involving immediate health and/or safety concerns a 30-day notice may not be required. The SHC-Days provider will coordinate an appropriate plan to transfer services with the IDT. Payment will be made up to, but not including the date of the member's day of termination of service.</p> <p>If the unplanned termination is due to disenrollment of a member, 30-day notice would not be required. Disenrollment includes death, incarceration, loss of financial/function eligibility, failure of member to pay cost share, move to an IMD, and/or move out of the MCO service area, voluntary or otherwise determined by MCO. Payment would be made up to the last day of enrollment, but does not include the date of disenrollment.</p>
4.3	<p>If there is a change that results in a temporary lapse of services, the provider would complete a member absence notification form. Provider would coordinate with IDT regarding reimbursement during this time period.</p> <p>This would not include visits with family, vacation, or camp attendance that is less than 14 calendar days. Providers would continue to receive their regular daily payment in these situations.</p>
4.4	<p>Any identified transportation costs outside of the budget template will be considered on a member-specific basis.</p>
4.5	<p><b>SHC Agency will Only Bill for Authorized and Performed Services</b></p> <p>The SHC agency will only bill Inlusa for authorized and performed services using the SPC and procedure codes designated on the referral form. SHC providers are prohibited from billing for services not authorized in the service plan.</p>
4.6	<p><b>Electronic Visit Verification (EVV)</b></p> <p>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.</p> <p>Effective November 1,2020, SHC agencies are required to use EVV to report member visits for the designated codes. SHC agencies 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.</p>
4.7	<p><b>Activity Fees</b></p> <p>Activity fees for the caregiver who provides accompaniment into the community for integration, socialization, and recreation is included in the daily reimbursement rate. It is the responsibility of the SHC agency to manage and minimize these costs through coordination with the caregiver, member, and Inlusa team.</p> <p>Any activity fees related to the member's participation in community activities are the responsibility of the member.</p>
4.8	<p><b>SHC Agency Responsible for Personal Protective Equipment</b></p> <p>The SHC 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</p>

	are used by the worker for personal protection during supportive home care duties are covered within the reimbursement rate. The agency is not responsible for providing supplies for any other caregivers in the home other than their own employees.
4.9	<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 Includa Subcontract Agreement.
5.2	Staff that provide services shall complete required training within six (6) 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, Includa, and Community™, the trademarked care management model of Includa. Support materials regarding the Family Care Program and Community™ are available on the Includa website at <a href="http://www.includa.org">www.includa.org</a> .
5.4	The provider agency must ensure that staff have received training on the following subjects pertaining to the individuals served prior to member contact: <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> <li>9. Personal health and wellness-related needs of the member including nutrition, dietary needs, exercise needs and weight monitoring/control</li> </ol>
5.5	Staff shall be trained in recognizing abuse and neglect, and reporting requirements.
5.6	Personal assistance services training shall be completed prior to providing personal assistance services. Household/chore services training shall be completed within 2 months of beginning of employment. (Per MCO Training and Documentation Standards for Supportive Home Care. P-01602.)
5.7	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, including notification of member and agency when provider is unable to show for a scheduled visit.
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>• 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	<p>The provider agency must notify the Inclusa team within two (2) 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.</p> <p>The provider agency must continue to report the status of an open referral on a weekly basis to the Inclusa team until the referral is filled.</p>
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	<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 8.2</p>
7.6	<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 Supportive Home Care 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>

7.7	<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>
8.0	<b>Communication, Documentation and Reporting Requirements</b>
8.1	<p>Inclusa communicates with providers regularly in the following formats:</p> <ul style="list-style-type: none"> <li>• Vendor forums</li> <li>• Mass notifications via email, fax, or mail</li> <li>• Notices for expiring credentialing</li> </ul> <p>Notices are sent to providers via email when the provider has email available to ensure timeliness of communication.</p> <p>Provider agencies are required to ensure that Inclusa Community Resources/Provider Relations (CR/PR) staff, Inclusa teams, guardians and other identified members of the interdisciplinary team for a member have accurate and current provider contact information to include address, phone numbers, fax numbers, and email addresses.</p> <p>Providers can update their information by contacting Provider Relations at 877-622-6700 (select Option 2, then Option 3) or <a href="mailto:ProviderRelations@inclusa.org">ProviderRelations@inclusa.org</a>.</p>
8.2	<p>The provider agency shall report to the Inclusa team whenever:</p> <ol style="list-style-type: none"> <li>1. There is a change in 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 is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and member)</li> </ol>

	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.
8.3	Providers will notify MCO of formal complaints or grievances received from MCO members within 48 hours of receipt. Written notification of completed complaint investigations will be forwarded to the Inclusa interdisciplinary team.
8.4	Inclusa interdisciplinary team will receive timely, accurate, and comprehensive information relating to the services provided (e.g. treatment plans, progress notes, etc.).
8.5	<p><b>Member Incidents</b></p> <p>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 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 shall give at least 30 days' notice to the provider agency when services are to be discontinued. (See exclusions in Section 4.2)</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> <li>• If hiring family members or LMD, policy and procedure for identifying and reviewing conflict of interest.</li> </ul>
<b>9.0</b>	<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>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 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- the formal or informal review and identification of compliance with Inclusa contract terms, provider service expectation terms, and 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>
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> <li>• Statistical reviews of time between referral and service commencement</li> </ul>
9.4	<p><b>Expectations of Providers and Inclusa for Quality Assurance Activities</b></p> <ul style="list-style-type: none"> <li>• <b>Collaboration:</b> working in a goal oriented, professional, and team based approach with Inclusa representatives to identify core issues to quality concerns, strategies to improve, and implementing those strategies</li> <li>• <b>Responsiveness:</b> actions taken upon request and in a timely manner to resolve and improve identified issues. This may include submitted documents to Inclusa, responding to calls, emails, or other inquiries, keeping Inclusa designated staff informed of progress, barriers, and milestones achieved during quality improvement activities</li> <li>• <b>Systems perspective toward improvement:</b> approaching a quality concern, trend, or significant incident with the purpose of creating overall improvements that will not only resolve the issue at hand, but improve service and operations as a whole</li> <li>• <b>Member-centered solutions to issues:</b> relentlessly striving to implement solutions with the focus on keeping services member-centered and achieving the goals and outcomes identified for persons served</li> </ul> <p>Inclusa is committed to interfacing with providers to collaboratively and proactively discuss issues identified with processes and assist with implementing improvements and reviewing the impact of the changes as a partner in the mission to serve members.</p>



