

Scope of Service

Remote Monitoring and Support

This Scope of Service defines requirements for this service type for the *iCare Family Care* (branded “*Inclusa*”) and Family Care Partnership programs

Family Care Partnership: Attachment to Description of Long-Term Care Provider Services and Payment
 Family Care Only (If applicable): Appendix N to Subcontract Agreement

Purpose: This document defines requirements and expectations for the provision of subcontracted, authorized and rendered services. The services shall be provided in compliance with service expectations in this Agreement and Wisconsin licensing and certification standards, as applicable. Provisions of this Scope of Service supersede any other agreements, including agreements between the Enrollee and Provider, such as intake agreements. All references to Enrollee include the Enrollee and as applicable any of the Enrollee’s authorized representatives.

1.0	Definitions
1.1	<p>Service Definition</p> <p>Remote Monitoring and Support enhances or increases a member’s independence and ability to live, work, or meaningfully participate in the community by providing real-time support using two-way communication and non-invasive monitoring technology. Non-invasive monitoring technology includes devices, sensors, and communication systems that allow remote support staff to monitor and communicate with members without providing direct physical assistance. Services are provided by trained remote support professionals who deliver live support from a remote location, decreasing reliance on paid on-site staff and avoiding placement in a more restrictive environment.</p>
1.2	<p>Remote Monitoring and Support includes:</p> <ul style="list-style-type: none"> ● An assessment of the member’s remote support needs, including a discussion with the member and, if applicable, legal decision-maker about the types, locations, and required times of use of devices needed to ensure the member’s health and welfare while maximizing the member’s privacy and individual rights. ● Devices equipment, software, or communication and monitoring technology used in the context of remote monitoring and support services, including: <ul style="list-style-type: none"> ○ Motion, pressure, or temperature sensors; ○ Radio frequency identification; ○ Live audio or video feed; ○ Web-based monitoring systems; ○ Automated medication dispenser systems; or ○ Other devices that facilitate remote monitoring or live two-way communication ● Installation, repair, and maintenance of equipment, devices, and technology systems. ● Remote support services, including: <ul style="list-style-type: none"> ○ Oversight, monitoring, and support provided by remote support staff; ○ Communication with back-up supports when needed in the event of an equipment malfunction or when the member otherwise needs in-person assistance, or EMS in the event of an emergency; ● Training and technical assistance for the member or, where appropriate, legal decision-maker or family members, including:

	<ul style="list-style-type: none"> ○ Informing the member and legal decision-maker of the control they will have over the equipment, including how the member or legal decision-maker can turn off monitoring devices; ○ A description or tour of where devices or monitors will be placed, including the locations of monitors in bedrooms or bathrooms and scheduled times of use
1.3	<p>Before authorization of Remote Monitoring and Supports, the following must be documented in the MCP:</p> <ul style="list-style-type: none"> ● Identification of a specific and individualized assessed need. ● Positive interventions and supports used prior to any modifications to the person-centered service plan. ● Less intrusive methods of meeting the need that have been tried but did not work. ● A clear description of the condition that is directly proportionate to the specific assessed need. ● Regular collection and review of data to measure the ongoing effectiveness of the modification. ● Established time limits for periodic reviews to determine if the modification is still necessary or can be terminated. ● Informed consent of the member. ● An assurance that interventions and supports will cause no harm to the member. <p>Cameras or monitors with audio or video feed may not be placed in bedrooms or bathrooms. Sensors or other devices without audio or video may be placed in bedrooms or bathrooms following the process described above.</p>
1.4	<p>The member or legal decision-maker has a right to turn off monitoring devices or equipment and must be provided with instructions on how to turn off the devices.</p> <p>The member, legal decision-maker, and any individuals living with the member must be fully informed of what remote monitoring entails, including whether recordings will be made, and must consent in writing to the use of remote monitoring and support systems, including for the types, locations, and schedule of use of remote monitoring devices, prior to use. The written consent forms are maintained in the member’s record and updated at least every six (6) months or when necessitated by a change in the member’s outcomes, preferences, situation, or condition.</p> <p>The member, legal decision-maker, or individuals living with the member may retract their consent at any time. If consent is retracted, devices must be turned off and/or removed and back-up or necessary in-person supports authorized as soon as possible.</p>
1.5	<p>Before authorizing Remote Monitoring and Support, the member, remote support provider, and MCO interdisciplinary team (IDT) must develop and document a back-up support plan in the event of an emergency, equipment malfunction, or if the member otherwise needs in-person assistance. Additionally, the IDT shall assess whether remote support is sufficient to ensure the member’s health and welfare. Remote monitoring services shall not take the place of on-site staff monitoring that is necessary to ensure the member’s health and welfare.</p>
1.6	<p>Remote Monitoring and Support excludes the purchase of internet services. The service may only be authorized for members who have access to necessary internet services.</p>

1.7	<p>Remote support providers must meet the following provider qualifications:</p> <ul style="list-style-type: none"> ● UL or FCC standards for electronic devices, if applicable. ● Use of a secure network system compliant with 45 CFR § 164.102 to § 164.534. ● Written policies and procedures that define emergency situations and detail how remote support staff will respond. ● Safeguards or emergency back-up systems, such as batteries or generators at the remote support center and for use in the member’s home. ● Provider trains staff on the ability to recognize and respond to emergencies, first-aid, member health, safety, and welfare, privacy and confidentiality, member rights, and member-specific information and individual needs. <p>Technology vendors must comply with UL or FCC standards for electronic devices.</p>
2.0	Service Description/ Requirements
2.1	<p>Remote waiver services are defined as being 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.</p>
2.2	<p>In situations where multiple members are residing in one location, the provider must assure that technology does not impact HCBS compliance and member rights of all members or individuals residing in the home.</p>
2.3	<p>The written back up must be developed jointly between the member, IDT, remote monitoring provider and residential provider if applicable.</p>
2.4	<p>Whenever possible, equipment should have a battery or generator backup to minimize the risk of an outage.</p>
2.5	<p>All regulated settings will abide by licensing/certification requirements related to posting notice of monitoring occurring within the facility.</p>
2.6	<p>Provider will obtain a signed consent form from the member and as well as any other individuals residing in the home to include: where device is located, what is being monitored, when device will be on and that member/LDM has right to shut off at any time. A new consent form must be obtained every six months. Copy of the consent form(s) will be forwarded to IDT upon initial completion and every six months upon request from IDT.</p>

3.0	Unit of Service			
3.1	Provider must bill using appropriate procedure codes and modifiers.			
	Service Code	Modifier	Service Description	Unit of Service
	97755		Assistive technology assessment	Each
	T2029		Motion, pressure or temperature sensors; Radio frequency identification; Live audio or video feed; web-based monitoring systems; and other devices that facilitate remote monitoring or live two-way communication	Each
	T1505		Electronic medication compliance management device	Each
	S5160		Emergency response system; installation and testing	Each
	S5161		Emergency response system; non-face-to-face	Month
	S5185		Medication reminder service; non-face-to-face	Month
97535		Training and tech assistance for member or when appropriate, legal decision maker or family members	15 min	
3.2	When used in a residential setting, the residential provider will contract directly with the remote monitoring provider and assume that cost; the residential provider will not be reimbursed separately for this service.			
4.0	Documentation of Service			
4.1	Provider must respond to the IDT within two (2) business days to accept or decline a referral. Provider must work with IDT to ensure services begin on the planned date and time. If the planned start date is delayed, Provider shall immediately notify the IDT to ensure the needs of the Enrollee are met.			
4.2	IDT must prior authorize all services prior to being rendered by Provider. Notification of authorization to Provider shall include expected start date, duration of authorization, units authorized and any expected outcomes, if applicable.			
4.3	The Provider must retain copies of the authorization notification.			
4.4	The IDT shall issue a new authorization notification to Provider when the tasks assigned, amount, frequency, or duration of the service changes.			

4.5	<p>The Provider must retain the following documentation and make available for review by iCare upon request:</p> <ul style="list-style-type: none"> • Proof that Provider meets the required standards for applicable staff qualification, training and programming. • Policy and procedure for verification of criminal, caregiver and licensing background checks as required. • Evidence of completed criminal, caregiver and licensing background checks as required. • Policy and procedure related to supervision methods by the provider agency including frequency, intensity, and any changes in supervision. • Policy and procedure for responding to complaints, inappropriate practices or matters qualifying as Enrollee-related incidents. The policy and procedure should also cover expectation of work rules, work ethics and reporting variances to the program supervisor. • Employee time sheets/visit records which support billing to MCO. • Consent forms for all impacted members
4.6	<p>Information regarding authorization and claims processes are available at: Family Care: Providers/Claims and Billing at www.inclusa.org Family Care Partnership: Provider/Claims section and Provider/Prior Authorization section at www.icarehealthplan.org</p>
5.0	Staff Qualifications and Training
5.1	<p>Caregiver Background Checks – Caregiver and Criminal Background checks must be completed in compliance with Wisconsin DHS Admin. Code Chapter 12 and 13. Provider must maintain and make available for review documentation that caregiver and criminal background checks have been completed timely for all staff. This requirement is only applicable for staff that will have in-person direct contact with members.</p>
5.2	<p>Provider must ensure that all staff are trained in the use of technology as it relates to member rights as well as HCBS settings rule compliance.</p>
5.3	<p>Providers must have Fire, Disaster and Inclement weather back up plans and must ensure that all staff providing remote monitoring have been trained on the back up plans. The back-up plan must be in writing and readily accessible to all staff.</p>
5.4	<p>Provider must comply with all training requirements as outlined in their licensing/certification standards. If training standards are not specified, Provider must ensure that staff are fully trained to complete the assigned tasks.</p>
5.5	<p>Provider must orient and train their staff on the Family Care and Family Care Partnership Programs. Support materials can be found at: Family Care: www.inclusa.org Family Care Partnership: www.iCarehealthplan.org</p>
5.6	<p>Staff must be trained in recognizing abuse and neglect and reporting requirements.</p>
5.7	<p>Services provided by anyone under the age of 18 shall comply with Child Labor Laws.</p>

5.8	<p>The Provider must ensure that staff have received training on the following subjects pertaining to the individuals served:</p> <ul style="list-style-type: none"> • Policy, procedures and expectations may include the following: <ul style="list-style-type: none"> ○ Enrollee rights and responsibilities ○ Provider rights and responsibilities ○ Record keeping and reporting ○ Arranging backup services if the caregiver is unable to make a scheduled visit ○ Other information deemed necessary and appropriate • 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. • Recognizing and appropriately responding to all conditions that might adversely affect the Enrollee’s health and safety including how to respond to emergencies and Enrollee-related incidents. • Interpersonal and communication skills and appropriate attitudes for working effectively with Enrollees and with IDT. • Confidentiality laws and rules • Practices that honor diverse cultural and ethnic differences • Procedures for handling complaints and grievances
6.0	Supervision and Staff Adequacy
6.1	The Provider shall maintain adequate staffing to meet the needs of Enrollees referred by MCO and accepted by the Provider for service.
6.2	<p>Provider must ensure:</p> <ul style="list-style-type: none"> • Staff are supervised and assessed to assure they are working effectively and collaboratively with Enrollees by conducting adequate on-site supervision and review. • Performance issues with staff are addressed promptly and IDT is kept informed about significant issues that affect the Enrollee. • Supervisory staff are involved in assessment, goal planning and tracking, and supervision for Enrollees. • Provider staff are working collaboratively and communicating effectively with MCO staff
7.0	Communication and Reporting Requirements
7.1	It is the responsibility of the Provider to ensure the MCO has the most accurate and updated contact information to facilitate accurate and timely communication.
7.2	<p>The Provider shall report to the IDT whenever:</p> <ul style="list-style-type: none"> • There is a change in service provider • There is a change in the Enrollee’s needs or abilities The Enrollee or provider is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and Enrollee)
7.3	Provider shall notify IDT of formal complaints or grievances received from Enrollees within 48 hours of receipt. Written notification of completed complaint investigations must be submitted to the IDT.
7.4	Provider must notify the Enrollee and IDT immediately if the contracted service is unable to be rendered due to e.g. natural disaster, weather related closings, equipment outage, call center

	service interruption or other unforeseen circumstances that require implementation of the backup plan.
7.5	The IDT must be notified in a timely manner if the Provider, through its experience in providing services to the Enrollee, believes that the Enrollee’s needs have changed, and a modification of the service level is indicated. iCare will not pay for services that have not been authorized.
7.6	<p>Member Incidents Provider must communicate and report all incidents involving an iCare Enrollee to the IDT– the Care Coach or the Field Care Manager Nurse within 24 hours via phone, fax or email.</p> <p>If the reporter is unable to reach someone from the care team, 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 Enrollee.</p> <p>If the incident is not yet resolved or resulted in serious harm or injury to the Enrollee, the provider must attempt to contact the IDT via phone.</p> <p>Family Care: If unable to contact IDT, call 1-877-622-6700 and ask to speak to a Care Management Support 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.</p> <p>Family Care Partnership: If unable to contact IDT, call 1-800-777-4376 and ask to speak to a Care Management Support Manager to immediately make a report. If a manager is unavailable, the provider will speak with the receptionist and ask to be redirected or leave a message.</p> <p>All reported incidents will be entered into the MCO 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.</p> <p>The provider will inform the MCO when notifying their regulatory authority of incidents. A copy of the report may be submitted as a form of notification.</p> <p>Incident reporting resources and training are available at:</p> <ul style="list-style-type: none"> • Family Care: Providers section of the Inclusa website at www.inclusa.org • Family Care Partnership: For Providers/Education/Resources section of the iCare website at www.iCarehealthplan.org
7.7	The provider agency shall give at least 30 days’ advance notice to the IDT when it is unable to provide authorized services to an individual Enrollee. The provider agency shall be responsible to provide authorized services during this time period. The IDT or designated staff person will notify the provider agency when services are to be discontinued. The IDT will make every effort to notify the provider at least 30 days in advance.
8.0	Quality Program

8.1	<p><i>i</i>Care quality assurance activities are a systematic, measured 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>It is the responsibility of providers and provider agencies to maintain the regulatory and contractual standards as outlined in this section. <i>i</i>Care will monitor compliance with these standards to ensure the services purchased are of the highest quality.</p>
8.2	<p>Quality Performance Indicators</p> <ul style="list-style-type: none"> • 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 Enrollees 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- <ul style="list-style-type: none"> ○ tracking of number, frequency, and outcomes of Member Incident Reports related to provider performance ○ tracking of successful service provision (Enrollee achieving goals/outcomes, increased Enrollee independence and community participation, etc.) • Contract Compliance- formal or informal review and identification of compliance with MCO contract terms, provider service expectation terms, applicable policies/procedures for contracted providers • Availability and Responsiveness- related to referrals or updates to services, reporting and communication activities with MCO staff.
8.3	<p>Expectations of Providers and MCO for Quality Assurance Activities</p> <ul style="list-style-type: none"> • Collaboration: working in a goal oriented, professional, and team-based approach with MCO 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 MCO, responding to calls, emails, or other inquiries, keeping MCO designated staff informed of progress, barriers, and milestones achieved during quality improvement activities • Systems perspective to 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 • Enrollee-centered solutions to issues: relentlessly striving to implement solutions with the focus on keeping services Enrollee-centered and achieving the goals and outcomes identified for persons served <p><i>i</i>Care 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 Enrollees.</p>