



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 Day Habilitation Services in the DHS Family Care contract, SPC 706.</p> <p>Day Habilitation Services are the provision of regularly scheduled activities in a non-residential setting, separate from the member’s private residence or other residential living arrangement, such as assistance with acquisition, retention, or improvement in self-help, socialization and adaptive skills that enhance social development and develop skills in performing activities of daily living and full community citizenship. Activities and environments are designed to foster the acquisition of skills, building positive social behavior and interpersonal competence, greater independence and personal choice.</p> <p>Day habilitation services focus on enabling the member to attain or maintain his or her maximum potential and shall be coordinated with any needed therapies in the member’s person-centered services and support plan, such as physical, occupational, or speech therapy. For members with degenerative conditions, day habilitation activities may include training and supports to maintain skills and functioning and to prevent or slow regression, rather than acquiring new skills or improving existing skills. Day habilitation services may also be used to provide retirement activities. As some members get older, they may no longer desire to work and may need supports to assist them in meaningful retirement activities in their communities.</p> <p>Day habilitation may be furnished in a variety of settings in the community except for the member’s residence. Day habilitation services are not limited to fixed-site facilities but may take place in stores, restaurants, libraries, parks, recreational facilities, community centers or any other place in the community.</p> <p>Transportation may be provided between a member's place of residence and the site of day habilitation activities or between habilitation activities sites (in cases where the member receives habilitation services in more than one place) as a component of day habilitation activities. Meals provided as part of these services shall not constitute a “full nutritional Contract for - Program between the Wisconsin Department of Health Services, Division of Medicaid Services and <> Addendum VIII, Benefit Package Service Definitions Page 330 regimen” (3 meals per day). Personal care/assistance may be a component of day habilitation services as necessary to meet the need of members but may not comprise the entirety of the service. Members who receive day habilitation services may also receive educational, supported employment and prevocational services. Day habilitation may not provide for the payment of services that are vocational in nature (i.e., for the primary purpose of producing goods or performing services).</p> <p>For day habilitation providers, the MCO shall assure that the provider has the ability and qualifications to provide this service, demonstrated in at least one of the following ways:</p> <ul style="list-style-type: none"> • Accreditation by a nationally recognized accreditation agency. • Comparable standards for a qualified entity, including a minimum of two years of experience working with the target population in providing this service, daily living skills training, supportive home care, personal care, home health care, skilled nursing, supported employment or similar services.

2.0	Standards of Service
2.1	Provider must follow the standards for Day Habilitation Services. 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.
3.0	Service Description
3.1	<p>SPC 706 – Day Habilitation Services</p> <p>Day Habilitation providers shall provide for members in an environment conducive to meeting individual outcomes that align with the non-residential home and community-based services setting rules.</p> <p>Goals set for Community-Based Day Services are intended to be measurable.</p> <p>There is a distinct difference between Facility-Based and Community-Based Day Habilitation Services (CBDS). The purpose of Community-Based Day Services is to expose members to opportunities within the community that will lead to greater independence and a fuller life in their community.</p> <p>Eighty percent (80%) or greater of the member's authorized time must be spent in a community (non-facility) setting.</p> <p>Goals set for CBDS are to be measurable and consistent with each member's stated interest areas. Activities that contribute to the member's community exploration, community participation, independence, interpersonal competencies, and personal choice are required.</p> <p>The intent of CBDS service is to increase members' independence and participation in their communities. A person-centered assessment and team-based planning process is used to develop very specific goals and service timelines with members. As with facility-based prevocational services, the goal is to assist members with enhancing their independence. Supports are instructional in nature and focused on skill development in a variety of areas including, but not limited to:</p> <ul style="list-style-type: none"> • Community involvement and volunteering with non-profit organizations as a means to explore interest areas, to become comfortable with working alongside people without disabilities, or to develop general skills helpful for integrated employment • Tours and information gathering at various community venues (civic centers, libraries, recreation facilities, etc.) • Accessing community resources • Financial literacy • Mobility and travel training • Safety and situational awareness • Self-awareness and self-advocacy

	<ul style="list-style-type: none"> ● Problem solving and critical thinking ● Social skills and development ● Self-discovery and vocational exposure ● Classroom-based activities that focus on skills and knowledge building or discovery activities that support individual member goals. <ul style="list-style-type: none"> ○ Some examples are as follows: <ul style="list-style-type: none"> ▪ Tech training ▪ Videos ▪ Virtual tours ▪ Discovery type workbooks and interest workbooks ▪ Peer to peer sharing ▪ Discover local communities thru virtual tours of business and informational interviews of local community members ▪ Healthy living skills such as mobility, exercise and how to connect with others ▪ Independent living skills such as online shopping, how to purchase and prepare items to eat <p>Service Provider works with the member and IDT to establish specific goals through assessment and personal discovery. Members receive individualized supports to achieve their goals in small groups.</p> <p>Goals set for Facility-Based Day Services:</p> <p>Day habilitation services for adults includes working with members in a group setting (small or large) with program goals that may include, but are not limited to, activities of daily living and community living.</p> <p>Day services shall include at least one of the following:</p> <ul style="list-style-type: none"> ● Independent living skills ● Mobility skills ● Social, emotional, and personal development ● Communication skills ● Community access/Integration ● Introduction to the meaning of work <p>Day services <i>exclude</i>:</p> <ul style="list-style-type: none"> ● Services provided in a certified adult day care facility (SPC 102). ● Pre-vocational services, work training experience, sheltered workshops and production piecework, paid or unpaid (SPC 108).
3.2	<p>The day service program shall prepare a plan to meet each member’s day service outcomes. This member-specific day service plan must identify member outcomes, a plan to meet the outcomes, and any support services needed by the member during their day service program such as personal care assistance, medication administration, behavioral management plans, etc.</p> <p>Recreational activities may be allowed when those activities are approved as part of the Day Habilitation, individualized plan, as related to specific therapeutic goals of the member.</p>
3.3	<p>Transportation during habilitation activities is an expected component of day habilitation activities and built into the negotiated rate. Transportation may be provided between a member's place of residence and the site of day habilitation.</p> <p>Meals and snacks, when served, shall be served to meet the nutritional needs of participants while taking into account food preferences.</p> <p>Personal care/assistance may be a component of day habilitation services as necessary to meet the need of members but may not comprise the entirety of the service.</p>

3.4	Members must be given the opportunity to direct some or all of their Day habilitation services whenever possible to the extent of their ability and desire. The Inclusa 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.
4.0	Units of Service and Reimbursement Guidelines
4.1	Adult Day Habilitation Services SPC 706 (Procedure Code T2021) Service is billed with the indicated SPC and procedure code at the quarter hour rate as defined in Appendix A of the Provider Subcontract Agreement. <ul style="list-style-type: none"> • T2021 UA = Community Based service • T2021 UB = Facility Based Service
4.2	Remote Waiver Services and Interactive Telehealth Provider must include modifier 95 when submitting claims for services that are delivered remotely or through telehealth.
5.0	Staff Qualifications and Training
5.1	Caregiver Background Checks – Providers will comply with all applicable standards and/or regulations related to caregiver background checks and comply with Appendix H from the Inclusa Subcontract Agreement.
5.2	Staff that provide services shall complete required training within six months of beginning employment unless training is needed before the staff can safely provide the service.
5.3	Provider agency must orient and train their staff on the Family Care Program and Inclusa. Support materials regarding the Family Care Program are available on the Inclusa website at: www.inclusa.org
5.4	The provider agency must ensure that staff have received training on the following subjects pertaining to the individuals served: <ol style="list-style-type: none"> 1) Policy, procedures and expectations of Inclusa including training on: <ol style="list-style-type: none"> a. Inclusa member rights and responsibilities b. Provider rights and responsibilities c. Record keeping and reporting d. Arranging backup services if the caregiver is unable to make a scheduled visit e. Other information deemed necessary and appropriate 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. 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. 4) Interpersonal and communication skills and appropriate attitudes for working effectively with members. 5) Confidentiality laws and rules 6) Procedures for handling complaints
5.5	Staff shall be trained in recognizing abuse and neglect and reporting requirements.
5.6	Services provided by anyone under the age of 18 shall comply with Child Labor Laws.
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.
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	Provider agency will ensure: <ul style="list-style-type: none"> • Staff are supervised and assessed to assure they are working effectively and collaboratively with members by conducting adequate on-site supervision and review.

	<ul style="list-style-type: none"> • Performance issues with staff are addressed promptly, Inclusa teams are kept informed about significant issues that affect the Inclusa member. • Supervisory staff are involved in assessment, goal planning and tracking, and supervision for Inclusa members. • Provider staff are working collaboratively and communicating effectively with Inclusa staff
7.0	Service Referral and Authorization
7.1	The Inclusa team will provide a written service referral form to the provider agency which specifies the expected outcomes, amount, frequency, and duration of services.
7.2	The provider agency must notify the Inclusa team within 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. The provider agency must continue to report status of an open referral on a weekly basis to the Inclusa team until the referral is filled.
7.3	The Inclusa team will issue a new written referral form when the tasks assigned, amount, frequency, or duration of the service changes.
7.4	The provider agency will retain copies of the referral forms in the agency file as proof of authorization.
	Authorizations for Member Services
7.5	<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"> • During Inclusa business hours – call 877-622-6700 and press 0 for assistance. • After Inclusa business hours – call 877-622-6700 and press 9 to be connected to our after-hours support. <p>Questions regarding billing or claims for current Day Habilitation Services authorizations and requests for Provider Portal assistance should be directed to the Inclusa Transportation-Employment Support Team at ACS-Transportation-Employment@inclusa.org or 888-544-9353, ext. 4.</p>
	Remote Waiver Services and Interactive Telehealth
7.6	<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"> 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"> 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. b. Obtain informed consent from the member to receive the 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. <p>2. State Plan Services via Interactive Telehealth</p> <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>
8.0	Communication, Documentation and Reporting Requirements
8.1	<p>Inclusa communicates with providers regularly in the following formats:</p> <ul style="list-style-type: none"> • Vendor forums • Mass notifications via email, fax, or mail • Notices for expiring credentialing <p>Notices are sent to providers via email when the provider has email available to ensure timeliness of communication.</p> <p>Provider agencies are required to ensure Inclusa Community Resources/Provider Relations (CR/PR) staff, Inclusa teams, guardians, and other identified members of the interdisciplinary team for a member have accurate and current provider contact information to include address, phone numbers, fax numbers, and email addresses.</p> <p>Providers can update their information by contacting Provider Relations at 877-622-6700 (select Option 2, then Option 3) or ProviderRelations@inclusa.org.</p>
8.2	<p>The provider agency shall report to the Inclusa team whenever:</p> <ol style="list-style-type: none"> 1) There is a change in service provider 2) There is a change in the member's needs or abilities 3) The member is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and member)
8.3	<p>Member Incidents</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 within 24 hours. 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 www.inclusa.org.</p>
8.4	<p>The provider agency shall give at least 30 days' advance notice to the Inclusa team when it's unable to provide authorized services to an individual member. The provider agency shall be responsible to provide authorized services during this time period.</p> <p>The Inclusa team or designated staff person will notify the provider agency when services are to be discontinued. The Inclusa team will make every effort to notify the provider at least 30 days in advance.</p>

8.5	<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"> • Provider meets the required standards for applicable staff qualification, training, and programming. • Verification of 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 member-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 Inclusa.
9.0	Quality Assurance
9.1	<p>Purpose</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"> 1) Establish the definition of quality services, 2) Assess and document performance against these standards, and 3) Detail corrective measures to be taken if problems are detected. <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>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 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- <ul style="list-style-type: none"> ○ tracking of number, frequency, and outcomes of Inlusia 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 Inlusia contract terms, provider service expectation terms, applicable policies/procedures for Inlusia contracted providers • Availability and Responsiveness- related to referrals or updates to services, reporting and communication activities with Inlusia staff.

9.3	<p>Inclusa Sources and Activities for Measuring Provider Performance</p> <ul style="list-style-type: none"> • Member satisfaction surveys • Internal or external complaints and compliments • Onsite review/audits • Quality Teams- as assigned based on significant incidents, trend in quality concerns or member-related incidents. • Tracking of performance and compliance in relation to the subcontract agreement and appendices • Statistical reviews of time between referral and service commencement
9.4	<p>Expectations of Providers and Inclusa for Quality Assurance Activities</p> <ul style="list-style-type: none"> • 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 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 • 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 <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>