

## Scope of Service

### Supportive Home Care – Chore Services

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 Exhibit A to the Long-Term Care Services Agreement

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 the 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><b>Service Definition</b></p> <p>Supportive Home Care (SHC) is the provision of services to directly assist <b>members</b> with daily living activities and personal needs to assure adequate functioning and safety in their home and community.</p> <p>SHC - Chore Services are defined as:</p> <p>Intermittent major household tasks that must be performed seasonally or in response to some natural or other periodic event for reasons of health and safety or the need to assure the member's continued community living. These may include: outdoor activities such as yard work and snow removal; indoor activities such as window washing; cleaning of attics and basements; cleaning of carpets, rugs, and drapery; refrigerator/freezer defrosting; the necessary cleaning of vehicles, wheelchairs and other adaptive equipment and bed bug inspection and extermination. This also may include assistance with packing/unpacking and household cleaning/organizing when a member moves.</p>
2.0	Service Description/ Requirements
2.1	<p>An unrelated live-in caregiver may provide any or all of the types of supportive home care services. Services by a related caregiver or legal decision maker are subject conditions listed in section 2.4. Payment of a live-in caregiver may be reduced by the value of room and board in accordance with any applicable wage and hour laws. Excludes 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>
2.2	<p>Some general and moving services may include pickup and delivery of donated or purchased items, specialized cleaning (window washing, attics/basement cleaning, carpets, rugs, draperies, refrigerator/ freezer defrosting), required cleaning of vehicles, wheelchairs, other adaptive equipment, packing for a move, moving a member from one residence to another.</p>
2.3	<p>Members must be given the opportunity to self-direct some or all of their Supportive Home Care whenever possible to the extent of their ability and desire. 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.</p>

2.4	<p>An unrelated live-in caregiver may provide any or all of the types of supportive home care services. Payment of a live-in caregiver may be reduced by the value of room and board in accordance with any applicable wage and hour laws. Prior to authorizing payment to family members or legal decision makers (LDM), the following conditions must be met:</p> <ul style="list-style-type: none"><li>• The service is identified in the Member Centered Plan;</li><li>• The member’s preference is for the family member or LDM to provide the service;</li><li>• IDT ensures that the service meets identified needs and outcomes in the MCP and assures the health, safety and welfare of the member. Additionally, the purchase of the services from the relative or LDM are cost effective in comparison to the purchase of services from another provider.</li><li>• The IDT monitors and manages any real or potential conflict of interest situation that may occur as a result of the family member or LDM providing services;</li><li>• The family member or LDM meets the MCO’s standards for its subcontractors or employees providing the same service;</li><li>• The service provided by the relative or LDM does not benefit the relative, LDM or other individuals residing in the household with the member; and</li><li>• For spouses, the individual will either:<ul style="list-style-type: none"><li>○ Provide an amount of service that exceeds normal spousal care giving responsibilities for a spouse who does not have a disability; or</li><li>○ Find it necessary to forego paid employment in order to provide the service.</li></ul></li></ul>																																
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3.1	<p>Provider must bill using applicable procedure codes and modifiers.</p> <table><tr><th>Service Code</th><th>Modifier</th><th>Service Description</th><th>Unit of Service</th></tr><tr><td>S5120</td><td></td><td>Chore Services, General</td><td>Per 15 minutes</td></tr><tr><td>S5121</td><td></td><td>Chore services, General</td><td>Per day</td></tr><tr><td>S5121</td><td>UA</td><td>Snow Plowing</td><td>Per day</td></tr><tr><td>S5121</td><td>UB</td><td>Snow Shoveling</td><td>Per day</td></tr><tr><td>S5121</td><td>UC</td><td>Lawn Care</td><td>Per day</td></tr><tr><td>S5121</td><td>UD</td><td>Handyman Services</td><td>Per day</td></tr><tr><td>S5121</td><td>UE</td><td>Moving Services</td><td>Per day</td></tr></table>	Service Code	Modifier	Service Description	Unit of Service	S5120		Chore Services, General	Per 15 minutes	S5121		Chore services, General	Per day	S5121	UA	Snow Plowing	Per day	S5121	UB	Snow Shoveling	Per day	S5121	UC	Lawn Care	Per day	S5121	UD	Handyman Services	Per day	S5121	UE	Moving Services	Per day
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3.2	<p><b>Minimum Referral Units</b></p> <p>There is no minimum for referral units; however, Providers may decline referrals at their own discretion if they are unable to cover the time frame based on current available staffing.</p> <p>Referrals will only be made based on member need. The IDT will not increase units to meet a Provider’s desired number of referral units.</p>																																
3.3	<p><b>Member No-Show/Unavailability for Services</b></p> <p>If Member will be unavailable for services as scheduled, the Member or IDT must cancel the scheduled visit prior to the caregiver traveling to the Member’s home. Provider may bill a maximum of one (1) hour when the Member or IDT did not cancel the scheduled visit and the Member was unavailable upon arrival for scheduled service. Provider must report in writing to the IDT within 24 hours when a Member did not cancel a scheduled visit and was unavailable when the caregiver arrived to provide service.</p>																																

<b>4.0</b>	<b>Documentation of Service</b>
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"> <li>• Proof that Provider meets the required standards for applicable staff qualification, training and programming.</li> <li>• Policy and procedure for verification of criminal and caregiver background checks and certification/licensing as required.</li> <li>• Evidence of completed criminal and caregiver background checks and certification/licensing 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 Enrollee-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 MCO.</li> </ul>
4.6	<p>Information regarding authorization and claims processes are available at:</p> <p><b>Family Care:</b> Providers/Claims and Billing at <a href="http://www.inclusa.org">www.inclusa.org</a></p> <p><b>Family Care Partnership:</b> Provider/Claims section and Provider/Prior Authorization section at <a href="http://www.icarehealthplan.org">www.icarehealthplan.org</a></p>
<b>5.0</b>	<b>Staff Qualifications and Training</b>
5.1	<b>Caregiver Background Checks</b> – 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.
5.2	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.
5.3	Services provided by anyone under the age of 18 shall comply with Child Labor Laws.
5.4	All workers must comply with the Training and Documentation Standards for Supportive Home Care and In-Home Respite Care as set forth at <a href="https://www.dhs.wisconsin.gov/publications/p01602.pdf">https://www.dhs.wisconsin.gov/publications/p01602.pdf</a> .

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:</p> <p><b>Family Care:</b> <a href="http://www.inclusa.org">www.inclusa.org</a></p> <p><b>Family Care Partnership:</b> <a href="http://www.icarehealthplan.org">www.icarehealthplan.org</a></p>
5.6	<ul style="list-style-type: none"> <li>• The Provider must ensure that staff have received training on the following subjects pertaining to the individuals served:</li> <li>• Policy, procedures and expectations may include the following: <ul style="list-style-type: none"> <li>○ Enrollee rights and responsibilities</li> <li>○ Provider rights and responsibilities</li> <li>○ Record keeping and reporting</li> <li>○ Arranging backup services if the caregiver is unable to make a scheduled visit</li> <li>○ Other information deemed necessary and appropriate</li> </ul> </li> <li>• 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>• 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.</li> <li>• Recognizing abuse and neglect and reporting requirements</li> <li>• Interpersonal and communication skills and appropriate attitudes for working effectively with Enrollees and with IDT.</li> <li>• Confidentiality laws and rules</li> <li>• Practices that honor diverse cultural and ethnic differences</li> <li>• Procedures for following Family Care and Family Care Partnership required processes for handling complaints and grievances (see Section 7.3).</li> </ul>
<b>6.0</b>	<b>Supervision and Staff Adequacy</b>
6.1	The Provider shall maintain adequate staffing to meet the needs of Enrollees referred by iCare and accepted by the Provider for service.
6.2	<p>Provider must ensure:</p> <ul style="list-style-type: none"> <li>• Staff are supervised and assessed to assure they are working effectively and collaboratively with Enrollees by conducting adequate on-site supervision and review.</li> <li>• Performance issues with staff are addressed promptly and IDT is kept informed about significant issues that affect the Enrollee.</li> <li>• Supervisory staff are involved in assessment, goal planning and tracking, and supervision for iCare Enrollees.</li> <li>• Provider staff are working collaboratively and communicating effectively with MCO staff</li> </ul>
<b>7.0</b>	<b>Communication and Reporting Requirements</b>
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"> <li>• There is a change in service provider</li> <li>• There is a change in the Enrollee's needs or abilities</li> <li>• The Enrollee or provider is not available for scheduled services (within 24 hours unless an alternate date is scheduled between provider and Enrollee)</li> </ul>

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 when the contracted service is unable to be rendered such as closing for inclement weather or widespread illness outbreak.
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. <b>iCare will not pay for services that have not been authorized.</b>
7.6	Provider shall follow up with the Enrollee or IDT to determine the reason for an unplanned Enrollee absence.
7.7	<p><b>Member Incidents</b>  Provider must communicate and report all incidents involving an iCare Enrollee to the IDT– the Care Coach or the Field Care Manager Nurse within <b>24 hours</b> 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><b>Family Care:</b> 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><b>Family Care Partnership:</b> 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:  <b>Family Care:</b> Providers section of the Inclusa website at <a href="http://www.inclusa.org">www.inclusa.org</a>  <b>Family Care Partnership:</b> For Providers/Education/Resources section of the iCare website at <a href="http://www.iCarehealthplan.org">www.iCarehealthplan.org</a></p>

7.8	<p>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.</p> <p>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.</p>
8.0	<b>Quality Program</b>
8.1	<p><i>iCare</i> 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>iCare</i> will monitor compliance with these standards to ensure the services purchased are of the highest quality.</p>
8.2	<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 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 Enrollee Incident Reports related to provider performance</li> <li>○ tracking of successful service provision (Enrollee achieving goals/outcomes, increased Enrollee independence and community participation, etc.)</li> </ul> </li> <li>• Contract Compliance- formal or informal review and identification of compliance with MCO contract terms, provider service expectation terms, applicable policies/procedures for contracted providers</li> <li>• Availability and Responsiveness- related to referrals or updates to services, reporting and communication activities with MCO staff.</li> </ul>
8.3	<p><b>Expectations of Providers and MCO 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 MCO representatives to identify core issues to quality concerns, strategies to improve, and implementing those strategies</li> <li>• 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</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>Enrollee-centered solutions to issues:</b> relentlessly striving to implement solutions with the focus on keeping services Enrollee-centered and achieving the goals and outcomes identified for persons served</li> </ul> <p><i>iCare</i> 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>