#041- Out-of-Network Services

## POLICY

It is the policy of Wraparound Milwaukee to allow enrollees access to Behavioral Health and other select services where the Covered Service cannot be obtained from an In-Network provider.

**NOTE:** This policy utilizes the term "Care Coordinator", which applies to Wraparound and REACH Care Coordinators and O’YEAH Transition Coordinators.

"Covered Services" refer to services that Agencies in the Wraparound Milwaukee Provider Network are authorized to provide to Enrollees/Service Recipients. Covered Services are authorized and paid for based on conditions set forth in the Wraparound Milwaukee Fee-for-Service Agreement and Wraparound Milwaukee program specific policies and procedures. Each Covered Service has a definition, credentialing requirement(s), National Identification Code, Wraparound Milwaukee Service Code and Wraparound Milwaukee established rate of reimbursement. All Wraparound Provider Network Agencies and Direct Services Providers must be approved to provide services through the Provider Network Application process or the Out-of-Network Vendor authorization process before providing services to Wraparound Milwaukee Enrollees and their families. Reimbursement for authorized Covered Services is made at the Wraparound Milwaukee approved rate in effect at the time the Covered Service was provided.

## PROCEDURE

### A. General Guidelines

1. Services provided by Out-of-Network Vendors are limited to the Enrollee and must be authorized by the Wraparound Milwaukee Provider Network as early as possible in advance of the service delivery.

2. Authorizations for Out-of-Network services are appropriate under the following circumstances:
   
   a. When the Enrollee is placed outside the Milwaukee Metropolitan Area and will need Behavioral Health or Substance Abuse Services.

   b. When the Direct Service Provider offers a professionally recognized "specialty" and there are NO Practitioners in the Wraparound Milwaukee Provider Network with the identified specialty that offers the same service.

   c. For payment of a Group Home placement where the enrolled youth was placed in the group home facility by the Division of Milwaukee Child Protective Services (DMCPS) prior to enrollment in Wraparound Milwaukee.
d. Where the youth has been receiving services from a behavioral health or substance abuse counselor prior to enrollment, the Out-of-Network authorization is limited to a period of up to 90 days to allow for one of the following:
   ▪ To allow the Direct Service Provider to complete services.
   ▪ To allow the Agency/Direct Service Provider to apply to join the Wraparound Milwaukee Provider Network.
   ▪ To allow Direct Service Provider transition of services to an In-Network service provider.

3. Authorizations for Out-of-Network services are limited to the following Covered Services:
   a. M.D. Assessment.
   b. Medication Management (with or without therapy).
   c. Individual/Family Therapy & Counseling – Office.
   d. Individual/Family Therapy & Counseling-Licensed Psychologist – Office.
   e. Psychological Evaluation Services-PhD.
   f. Psychological Evaluation - Extended-PhD (requires prior authorization from Dr. Dykstra).
   g. AODA Assessment.
   h. AODA Individual/Family Counseling.
   i. Group Home/Group Home Specialized (where the youth was placed in a facility by DMCPS prior to enrollment in Wraparound Milwaukee).

4. Authorizations are Enrollee specific. The length of the authorizations will vary based on the Covered Services being authorized and the Enrollee’s needs.

5. Out-of-Network services may be authorized for a Provider that is in the process of applying for In-Network status.

B. Care Coordinator Responsibilities

Before submitting an Out-of-Network Request based on Provider specialty, the Care Coordinator must first determine that there are NO Network Providers with that specialty by performing a search in the Synthesis Resource Guide.

The Care Coordinator is responsible for completion of the "OUT-OF-NETWORK VENDOR REQUEST" form, using the enrollee forms tab in Synthesis and submitting it to their supervisor for approval.

1. Prior to submitting the "OUT-OF-NETWORK VENDOR REQUEST" form, the Care Coordinator shall contact the Provider to confirm that the Direct Service Provider: 1) currently provides the requested Wraparound Milwaukee Covered Service(s); 2) is accepting new clients; 3) will accept the Wraparound rate for the service, 4) understands and supports the basic expectations and philosophy of the Wraparound process, and 5) is willing to enter into a time-limited agreement with Wraparound Milwaukee.

2. The Care Coordinator shall submit a completed "OUT-OF-NETWORK VENDOR REQUEST" form to the Wraparound Milwaukee Provider Network as soon as the Care Coordinator becomes aware of the need for Covered Services from a Provider that is not enrolled in the Wraparound Milwaukee Provider Network.
   a. Enter ALL required information on the form - incomplete forms will be sent back. Identify the
Wraparound Milwaukee Covered Service(s) being requested including: 1) the Wraparound Milwaukee service code; 2) the service name; 3) the reimbursement rate; and 4) the full name and contact information for the Out-of-Network Direct Service Provider (agency) and individual Direct Service Provider being requested (as applicable). Multiple services and providers from the same agency can be identified on the same form.

b. After completing, Care Coordinator shall request supervisor approval using the "get approval" button in Synthesis.

3. Authorizations are approved effective the first day of the month that the Request is approved by the Provider Network. Authorizations cannot be backdated.

4. When the Out-of-Network Service Request is approved, the initial Service Authorization Request (SAR) is entered into Synthesis by Wraparound Milwaukee Provider Network staff. Thereafter, the Care Coordinator is responsible for ongoing monthly service authorizations using the "Turnaround SAR" feature in Synthesis. The Care Coordinator can end the service authorization by NOT renewing the service on the Turnaround SAR (Note: that failure to authorize the approved Out-of-Network service on the Turnaround SAR will automatically end the authorization. Once this occurs, the Care Coordinator will need to email a paper service authorization request to the Wraparound Milwaukee Finance Department (wrapfinance@milwaukeecountywi.gov) in order to authorize the service).

5. The Care Coordinator shall obtain the approval of the Child and Family Team for the Out-of-Network service at the next scheduled Child and Family Team Meeting and include the approved Out-of-Network service specific interventions on the Enrollee's Plan of Care.

C. Provider Network Responsibilities

1. Upon receipt of an OUT-OF-NETWORK VENDOR REQUEST form, the Provider Network staff reviews the request for completeness and obtains any additional required documentation from the Out-of-Network Provider. This process can take up to two or more weeks, depending upon the timeliness of the Out-of-Network Provider's response.

2. The Provider Network Manager approves or denies the Out-of-Network Request based on the Care Coordinator's justification for the service, a review of service availability within the Provider Network and the identified Direct Service Provider's credential confirmation and response to the referral.

3. If the request is denied, a letter of explanation is sent to the Care Coordinator and a "NOTICE OF ACTION" form (see Notice of Action to Enrollees Policy #058) is completed and sent to the Enrollee's parent or guardian (copy to the Care Coordinator) explaining the reason for the denial.

4. If the request is approved, request goes to Contract Management to implement a TIME-LIMITED AGREEMENT TO PROVIDE SERVICES" form (see Attachment 1) identifying the term of the agreement, Out-of-Network Provider Agency approved Covered Service(s), Direct Service Provider(s) and reimbursement rate is uploaded in DocuSign for the Out-of-Network Provider to sign.

5. Once the signed Time-Limited Agreement is received by the Wraparound Milwaukee Provider Network, all relevant Out-of-Network Provider related information is entered into Synthesis.

6. A "CONFIRMATION LETTER" (see Attachments 2 and 2A) is sent to the Out-of-Network Provider along with a copy of the Executed Time-Limited Agreement and Provider billing instructions. The Care Coordinator and Wraparound Finance Manager will receive a copy of the confirmation letter.

7. The initial SAR is entered into Synthesis by Wraparound Milwaukee Provider Network staff based on the information contained in the request. All subsequent SAR entries are the responsibility of the
D. Out-of-Network Provider Responsibilities

1. The Out-of-Network Provider must agree to the Terms of the Enrollee specific Time-Limited Wraparound Milwaukee Agreement.

2. The Out-of-Network Provider is responsible for maintaining current Agency and Direct Service Provider Credentials and Licenses.

3. The Out-of-Network Provider must sign the Milwaukee County Caregiver Resolution Certification Statement.

4. The Out-of-Network Provider must maintain Agency Progress Records related to provision of the Covered Service and Enrollee’s response to services.

5. The Out-of-Network Provider must submit invoices in accordance with Wraparound Milwaukee’s invoicing procedures.

6. The Out-of-Network Provider must maintain ongoing communication with the Enrollee’s Care Coordinator, providing ongoing progress reports as needed.

E. Billing Procedure

Unless otherwise permitted per Wraparound Milwaukee Policy and Procedure, the Out-of-Network Provider may invoice Wraparound Milwaukee for Covered Services beginning the 1st of each month following the month in which the Covered Service was provided. The Out-of-Network Provider may invoice Wraparound Milwaukee electronically using Synthesis, or in writing using the Wraparound Milwaukee Invoice Form, a HCFA 1500 form or UB92 form. Invoices must contain the Enrollee/Service Recipient’s name, the name of the Direct Service Provider, the name of the Covered Service provided, a record of units of service provided by date, unit cost, and total cost per Service Recipient. Group Homes must use Synthesis to enter Progress Reports and process Out-of-Network Provider invoicing. Synthesis access is provided to the Out-of-Network Provider following execution of the Time-Limited Service Agreement. Out-of-Network Provider invoices must be submitted within 60 days of the last day of the month in which the service was provided.

F. Authorization Extension Procedure

1. The initial Out-of-Network Service Authorization generally ranges from 3 to 6 months.

2. The Care Coordinator can request an extension of the Out-of-Network Service Authorization if continued services are justified and identified on the enrollee’s Plan of Care. The Care Coordinator submits an "OUT-OF-NETWORK SERVICE AUTHORIZATION EXTENSION" form via the Enrollee Forms tab in Synthesis at least 2 weeks prior to the expiration of the current authorization.

3. The Care Coordinator should submit a completed OUT-OF-NETWORK SERVICE AUTHORIZATION EXTENSION form to the Wraparound Milwaukee Provider Network. The Care Coordinator needs to enter all required information on the form as incomplete forms will be sent back. The request is then sent to the Supervisor to obtain their approval and then to sent to Wraparound level for review.

4. The OUT-OF-NETWORK SERVICE AUTHORIZATION EXTENSION is reviewed by the Wraparound Milwaukee Provider Network Manager for continued service need and approved or denied. Services that have not been incorporated into the Enrollee’s Plan of Care will not be extended.

5. If the request is denied, a letter of explanation is sent to the Care Coordinator and a "Notice of Action" form (see Notice of Action to Enrollees Policy #058) is completed and sent to the enrollee’s parent or guardian (copy to the Care Coordinator) explaining the reason for the denial.
6. If the Request is approved, the Extension Request is sent to the Out-of Network Provider, with a copy to the Care Coordinator, and the Service Agreement Extension is entered into Synthesis to reflect the extension date.

G. **Disenrollment Procedure**
   The client specific Time-Limited Vendor Agreement ends when the last day of the service agreement has been reached or sooner if the Care Coordinator or Care Coordinator Supervisor notifies the Wraparound Milwaukee Provider Network in writing or via email that the service is no longer needed. Failure to maintain continuous service authorizations using the Turnaround SAR in Synthesis will result in non-renewal of the client service authorization for the following month.

### Attachments:

1. Time-Limited Agreement To Provide Services
2. Confirmation Letter
2A: Confirmation Letter- Group Home

### Approval Signatures

<table>
<thead>
<tr>
<th>Step Description</th>
<th>Approver</th>
<th>Date</th>
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<tr>
<td></td>
<td>Michael Lappen: 11008000-BHD Administrator</td>
<td>12/20/2017</td>
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<td></td>
<td>MaryJo Meyers: 11003003-Director Wraparound Program</td>
<td>12/20/2017</td>
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<td>Pamela Erdman: 12008005-Placement Resources Manager</td>
<td>12/20/2017</td>
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<td></td>
<td>Pamela Erdman: 12008005-Placement Resources Manager</td>
<td>12/20/2017</td>
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AGREEMENT ENTERED INTO BY AND BETWEEN

Milwaukee County Department of Human Services (hereinafter referred to as “Wraparound Milwaukee”) and [ENTER AGENCY NAME] hereinafter referred to as “Out of Network Provider”) on this [ENTER TODAY’S DAY] day of [ENTER MONTH, YEAR], to provide services to [ENTER RECIPIENT NAME] from [ENTER 1ST DATE OF SERVICE] to [ENTER LAST DATE OF SERVICE] (“term”).

Out of Network Provider agrees to the following:

1. This Agreement is specific to the above-named client for services as set forth Provider in this agreement for a period of time not to exceed the term as set forth above, unless an extension is approved by the Wraparound Milwaukee Provider Network Coordinator.

2. Out of Network Provider agrees to comply with the Wisconsin Caregiver Law and Milwaukee County’s Care Giver Resolution Requiring Background Checks on Department of Human Services Contract Agency Employees Providing Direct Care and Services to Children and Youth (copies enclosed).

3. Out of Network Provider agrees to indemnify and hold harmless Milwaukee County officers, employees, from and against all loss or expense including costs and attorney’s fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Out of Network Provider, or its agents which may arise out of or are connected with the activities covered by this agreement.

4. Out of Network Provider agrees to maintain insurance coverage as follows for the term of this agreement:

   - Wisconsin Worker’s Compensation
   - Statutory Limits
   - General Liability and/or Excess Umbrella Liability Insurance (Minimum)
     - $1,000,000 - Per Occurrence
     - $1,000,000 – General Aggregate
   - Professional Liability (Required for all Mental Health and AODA Providers - Minimum)
     - $1,000,000 - Per Occurrence
     - $3,000,000 – Annual Aggregate
   - Automobile Liability (Required only for Agencies Transporting Clients -Minimum)
     - $1,000,000 - Per Accident
   - Uninsured Motorist

5. Failure to abide by these terms may result in non-payment of services.

6. Out of Network Provider agrees to comply with all policies and procedures related to documentation of services provided as a condition for billing for said service, and to manual billing made to Wraparound Milwaukee using the Wraparound Milwaukee Invoice, HCFA-1500 form or UB92 form not later than 60 days from the date of service.

7. The Out of Network Provider shall maintain such records and financial statements as required by state and Federal laws, rules, and regulations. The Out of Network Provider shall retain all documentation necessary to adequately demonstrate the date, time, duration, location, intervention, summary of the activity engaged in and Participant’s response to the covered service provided, unless indicated otherwise in the service description, Provider Bulletin, or Policy and Procedure. Wraparound Milwaukee reserves the right not to pay for units of services reported by the Out of Network Provider that are not supported by documentation required under this agreement.
8. Funds agreed to under this Out of Network Provider Time-Limited Agreement are intended to be the "payor of last resort" after all other public and private funds restricted to the services being purchased, including medical insurance and restricted contributions, have been exhausted. Payments for services covered by this Agreement shall be made in accordance with the "order of payment" requirements for the funding agency/funding program, and other collections made by the Out of Network Provider for services covered by this Agreement. Under no circumstances shall the Out of Network Provider bill, charge, seek remuneration or compensation from or have recourse against the participant, or any person acting on his/her behalf, for covered Services provided under this Agreement.

9. No funds within this Agreement may be used to supplant Health Insurance, other Health Maintenance Organizations, or Preferred Provider Organization funded services.

10. Any changes that impact on availability of funding shall be sufficient cause for the County to immediately reduce the amount of payment or unit rate paid to the Out of Network Provider with or without advance notice.

11. Out of Network Provider agrees not to substitute another Direct Service Provider for the Direct Service Provider identified in the Referral, without prior authorization from the Wraparound Provider Network Coordinator. Requests to change the Direct Services Provider are to be made in writing to the Wraparound Milwaukee Provider Network Coordinator.

12. Wraparound Milwaukee reserves the right to audit client files at any time without advance notice. Wraparound Milwaukee further reserves the right to recoup monies related to audit disallowances.

13. Either party may cancel said agreement at any time with or without just cause except Group Home Providers who agree to provide Wraparound Milwaukee with 30 days notice of cancellation of this agreement.

OUT OF NETWORK PROVIDER AGREES TO PROVIDE THE FOLLOWING SERVICE(S) AT THE IDENTIFIED RATE FOR THE TERM OF THIS AGREEMENT AND ANY AGREEMENT EXTENSIONS.

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<th>Service</th>
<th>Direct Service Provider</th>
<th>Rate</th>
<th>Unit</th>
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FOR MILWAUKEE COUNTY

Mary Jo Meyers  
Director, Wraparound Milwaukee Program

Theresa Randall  
Wraparound Provider Network Manager

FOR OUT OF NETWORK PROVIDER

Print Name

Title

Signature
ENTER TODAY’S DATE

[ENTER CONTACT NAME]
[ENTER NAME/ADDRESS OF CLINIC]

Re: [ENTER CLIENT NAME]

Dear [ENTER CONTACT NAME]:

This letter will confirm your agency’s approval to provide the following services to the above youth:

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<th>Service Code</th>
<th>Service</th>
<th>Service Provider</th>
<th>Rate</th>
<th>Term</th>
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<td>CPT &amp; WRAP</td>
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This letter is your confirmation that the service(s) identified above are approved so that you can bill Wraparound Milwaukee for services rendered. Please bill at the end of the month using the enclosed billing instructions. As this is a case-specific authorization, you may not provide services to any other child in our program without written approval. Invoices will not be accepted after 60 days from the last date of service. Please follow the enclosed billing procedure. If you have any questions regarding it, please contact Kenyatta Bryant at (414) 257-7597, and let her know you are an Out-of-Network vendor.

In terms of documentation, a monthly progress report needs to be entered in our IT System, Synthesis, per enclosed Progress Report entry instructions. It will also be necessary for you to keep detailed notes on the care of the client, as the Wraparound Program reserves the right to spot audit your program at any time should the need arise.

Thank you for participating in the Wraparound Milwaukee system of care.

Sincerely,

Theresa Randall
Wraparound Provider Network Manager

cc: [CARE COORDINATOR, AGENCY NAME]
Kenyatta Bryant, Wraparound Finance
[ENTER TODAY’S DATE]

[ENTER CONTACT NAME]
[ENTER NAME/ADDRESS OF CLINIC]

Re: [ENTER CLIENT NAME]

Dear [ENTER CONTACT NAME]:

This letter will confirm your agency’s approval to provide the following services to the above youth:

<table>
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<tr>
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<th>Provider</th>
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This authorization has been approved for the above timeframe subject to compliance with the requirements of Wraparound Milwaukee Group Home prior authorization with this youth. Enclosed is an executed copy of the Time-Limited Agreement between Milwaukee County and ENTER AGENCY NAME.

Please note that a monthly Progress Report must be entered in Synthesis before payment can be processed if your agency will be billing for more than 14 days of care for the calendar month. Also, as a fee-for-service HMO, Wraparound Milwaukee pays only for actual days of care. **Wraparound Milwaukee will pay for up to a total of 8 home visit days per calendar month.** These days are not limited to 1- or 2-day weekend passes; it is up to the discretion of the Team to determine how passes are scheduled. Youth may be on pass more than 8 days. However, Wraparound Milwaukee will not pay for any days in excess of the 8-day limit. Wraparound Milwaukee does not pay for pre-placement days or days that a youth is in detention, on runaway status or in an inpatient facility.

This letter is your confirmation that the service(s) identified above are approved so that you can bill Wraparound Milwaukee for services rendered. As this is a case-specific authorization, you may not provide services to any other child in our program without written approval. Invoices will not be accepted after 60 days from the last date of service. If you have any questions regarding it, please contact Kenyatta Bryant at (414) 257-7597, and let her know you are an Out-of-Network vendor.

In terms of documentation, it will be necessary for you to keep detailed notes on the care of the client, as the Wraparound Program reserves the right to spot audit your program at any time should the need arise.

Thank you for participating in the Wraparound Milwaukee system of care.

Sincerely,

Theresa Randall
Wraparound Provider Network Manager

cc: [CARE COORDINATOR, AGENCY NAME]
   Kenyatta Bryant, Wraparound Finance
   Christine Robinson, Wraparound Milwaukee