

2014 Fee-For-Service Agreement for DHHS Networks

PRESENTED BY:

Dennis Buesing – DHHS Contract Administrator

Michelle Naples – Delinquency and Court Services Division

Melissa Graham - Delinquency and Court Services Division

Pamela Erdman – Wraparound QA/QI Director

Diane Krager – DHHS QA Coordinator

Wes Albinger – Wraparound Provider Network Coordinator

Welcome, Introductions, Timelines

| Children's Court | WiserChoice | Wraparound Milwaukee |
|--------------------------------|--------------------------|------------------------------|
| Renewal packets due 11/22/2013 | Desk Review due 11/15/13 | Renewal packets due 11/22/13 |

**Each Milwaukee County Contract Division
Will Send Out Their Own Copy of the Agreement**

2014 Fee for Service Agreements

- Each County Contract Division will:
 - Identify any requirements that need to be met in order to renew the agreement with that Contract Division
 - Establish timeframe for when the signed agreement must be returned
 - Work with Contract Administration regarding agencies that will be unable to renew their Agreement because of pending Audit issues



MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES

2014 Fee-for-Service Agreement

OVERVIEW OF CHANGES

10/22/13

Overview

- This presentation includes both additions/changes from previous year, as well as amplifications of specific requirements which have historically created confusion or are of particular importance
- The changes described in this presentation represent an overview of the most significant changes from the prior year and are NOT inclusive of ALL changes; agencies are responsible for carefully reading and complying with the Agreement and all relevant Policies and Procedures
- Unless otherwise indicated, all items discussed today apply to all contract divisions



Overview, contd.

- Changes from previous year appear in *Italicized* text in Agreement.
- *“This provision shall survive the termination of this Agreement regardless of the reason.”*

Appears multiple times in Sections 6, 15, 17, 21



SECTION ONE

Definitions

- No new definitions



SECTION TWO

General Obligations of the Provider

- *A-Provider understands and agrees that all provisions of this Agreement are in effect at all times that Covered Services are provided.*
- *B-In the event that this Agreement establishes a different standard or obligation on a given matter than Federal, State, or Local laws, rules, or other regulations, the greater standard shall apply. In the event that there are any inconsistencies between this document and other Agreement items, the following order of precedence shall be followed:*
 - 1) *This document*
 - 2) *Other Policies and Procedures*
 - 3) *Email or other written communication, unless it specifically is authorizing a waiver or exemption to 1 or 2, above*



SECTION TWO

General Obligations of the Provider, cont.

- D-Provider agrees to notify Purchaser in writing within 5 business days of any of the following changes or conditions:

Any change in status of Executive Director, senior management, or any corporate officer;

Inability to accept referrals within the timelines defined in Purchaser Policies and Procedures, including if Provider has wait lists.

- *F-Provider agrees that its own policies and procedures are enforceable under this Agreement, and that those policies and procedures shall be submitted upon request of Purchaser.*



SECTION TWO

General Obligations of the Provider, cont.

- *G-Provider shall fully cooperate with any and all program evaluation efforts as may be required by Purchaser during the term of this Agreement.*
- *I-Purchaser will also consider status of probation/parole, extended supervision, deferred prosecution agreement, or participation in a Driver Safety Plan in evaluating eligibility for an individual provider to enter network.*
- *L-Where education or degree requirements exist for DSP or Indirect Staff positions, Provider shall obtain and retain a copy of either a diploma or transcript demonstrating that staff meet requirements.*



SECTION TWO

General Obligations of the Provider, cont.

- *T-Provider shall comply with all applicable wage and payment laws dealing with compensation of DSPs and Indirect Staff, particularly as they relate to withholding pay, wage deductions, and/or making payment of wages conditional upon payment for outcome based services. Payment of wages cannot be made conditional on payment from Purchaser unless such arrangement conforms with the parameters of Chapter 109 of Wisconsin Statutes.*



SECTION TWO

General Obligations of the Provider, cont.

- *U-In accordance with Wisconsin Fair Employment Law and Department of Workforce Development/Equal Rights Division, an **anti-harassment policy** must be developed and adhered to by Providers. A strong and effective policy is required prohibiting workplace harassment, and procedures for addressing such matters when they arise. The policy must be communicated to all current DSP and Indirect Staff (DSP's) no later than **March 30, 2014*** and during orientation of new staff (no later than 30 days of hire). DSP's must receive a copy of the agency policies regarding harassment and the procedures for reporting it. Agency must provide and document training sessions related to harassment and retain documentation that all DSP's have received a copy of the agency harassment policies and procedures.*

* There is an error in the Power Point handout this date should read as March 30, 2014 instead of March 30, 2015.



SECTION TWO

General Obligations of the Provider, cont.

- *X-Provider shall have a Critical Incident policy. Critical Incidents are defined as any events or situations that jeopardize the health or safety of Service Recipients or of staff.*

Critical Incidents must be reported in writing to Purchaser within 24 hours of becoming aware of the incident. In addition, Provider must immediately report Critical Incidents to the parent/guardian, Care Coordinator, Care Management/Support and Service Coordination Agency, Case Management Agency, Recovery Support Coordinator, or Human Service Worker/Juvenile Justice Worker.



SECTION TWO

General Obligations of the Provider, cont.

- *DD-Except where noted in Policy and Procedure, all non-clinical Covered Services (where DSP is not licensed), Provider shall have a curriculum to include, at a minimum:*
 1. *A summary description of the purpose of the service, a description of the general activities engaged in, and any evidence based support for the service model.*
 2. *A description of activities by session, stage, or other interval.*
 3. *The specific learning objectives or intended benefit of the service, as well as the intervals and methods for measuring benefit/objectives, and the intervals and methods used to determine whether continuation of services is warranted.*
 4. *Any other protocols.*



SECTION TWO

General Obligations of the Provider, cont.

- *DD, contd.-For all clinical Covered Services (AODA and mental health services, where DSP is licensed), provider shall develop and maintain a written description of the therapeutic approach, service model, and/or evidence based support for the service model, as well as a description of the intervals and methods used to determine whether continuation of services is warranted.*



SECTION TWO

General Obligations of the Provider, cont.

- *GG-Provider understands and agrees that this Agreement may create obligations that exceed those required under licensure and/or other Federal, State, or Local laws and regulation, and that maintaining a license in good standing does not discharge or waive any obligations under this Agreement. Where this Agreement creates obligations in addition to, or which exceed, those required under licensing, Provider shall meet the obligations of the Agreement in addition to those required by licensure.*



SECTION THREE

Background Checks

- *Purchaser may also request from provider or obtain conviction records through the [Wisconsin Circuit Court Access \(WCCA\)](http://wcca.wicourts.gov) system, formerly known as [CCAP](http://wcca.wicourts.gov), online at: <http://wcca.wicourts.gov>, and may consider convictions found through WCCA which may or may not appear through the Wisconsin Criminal History Records Request process (the DOJ report).*



SECTION ELEVEN, Performance Measurement

- Provider Performance Measures may be developed which reflect *conformance with evidence based practices or required service protocols, status of Corrective Action Plan(s), or other performance domains. Purchaser reserves the right of non-renewal or early termination of Agreement for low referral or service activity.*



SECTION TWELVE, Compensation

- *Under no circumstances shall Provider provide, nor shall Purchaser compensate for, services provided to Service Recipients which have not been pre-authorized by Purchaser. Pre Authorization shall follow Purchaser Policies and Procedures, and shall consist, minimally, of electronic or written documentation indicating the name of the Service Recipient, the quantity and type of services being authorized, and the period for which the authorization is valid.*



SECTION TWELVE, Compensation

- *Provider understands and accepts that any outcome based payment methodologies include a risk of non payment for non-performance. Outcome based payment methodologies do not discharge Provider obligation for payment of wages to DSPs and/or Indirect Staff unless agreed to within the parameters of Chapter 109 of Wisconsin State Statutes.*



SECTION EIGHTEEN, *Corrective Action, Conditional Status, Suspension, Termination, and Milwaukee County Debarment*

- *Provider understands and agrees that Purchaser can request or impose a condition of Corrective Action based on a review of Service Documentation, Complaint/Grievance, violation of Policy and Procedure, and/or any other fiscal, quality, or client safety related matter. Notwithstanding appeal procedures defined by Chapter 110 of Milwaukee County Code of General Ordinances, or other applicable Federal or State laws, Purchaser has final authority for determination of substantiation of findings which may lead to a condition of Corrective Action. Provider shall be required to implement and comply with provisions of Corrective Action as a condition of this Agreement.*

Provider understands and agrees that Purchaser has final authority for the approval, denial, modification of, and determination of adherence to, a Corrective Action plan.



SECTION TWENTY ONE, Revision and Termination of Agreement

- Termination shall not release the Provider of its obligation to complete treatment of Participants receiving treatment until transfer/*transition* of the Participant/Service Recipient can be accomplished *with minimal disruption to the continuity of service or 180 days from the date of termination notice , whichever is earlier*. Purchaser shall pay for Covered Services as provided in the Agreement. *Provider should assist in orderly transfer/ transition of Participants/Service Recipients to new provider(s) as directed by Purchaser and provide to new Provider all required service documentation, case notes , medical files and personal records, which are required by the new Provider to provide proper services to the Participants/Service Recipients. Failure to comply with this requirement may result in liquidated damages/claims against the Provider and may bar the Provider from other contracting opportunities with County or may be a cause for termination of other contracts with County.*



SECTION TWENTY ONE, Revision and Termination of Agreement

- *If circumstances exist which threaten imminent harm or safety and well being of Participants/Service Recipients or which results in Provider being legally unable to deliver covered services, Purchaser can justify or require immediate termination.*
- Items K-Q identify a number of additional ways that termination of Agreement affects obligations and eligibility for payment.




PROGRAM SPECIFIC

Updates

WRAPAROUND MILWAUKEE


Renewal Packet – Update Staff List



Direct Provider - Drop Sheet

FAX to Theresa Randall, (414) 257-7575
 Submitted by: _____
 Phone No.: _____
 Date Submitted: _____

| | | <i>Delete this Provider</i> | <i>Delete this Service only</i> | <i>Effective Date</i> | <i>Reason: 1-Resignation; 2-Termination; 3 - No longer providing service; 4 - Other (explain)</i> |
|-------------------------------|-----------------------------------|-----------------------------|---------------------------------|-----------------------|---|
| <u>Bokneviz, Michelle A.</u> | | | | | |
| 5121 | AODA Group Counseling | | | | |
| 5101 | AODA Individual/Family Counseling | | | | |
| 5222A | Treatment Plan Meeting Attendance | | | | |
| <u>Campbell, PhD, Todd C.</u> | | | | | |
| 5121 | AODA Group Counseling | | | | |
| 5101 | AODA Individual/Family Counseling | | | | |
| 5222A | Treatment Plan Meeting Attendance | | | | |



Indirect Providers - Drop Sheet

FAX to Theresa Randall, (414) 257-7575
 Submitted by: _____
 Phone No.: _____
 Date Submitted: _____

| | <i>Delete this Provider</i> | <i>Effective Date</i> | <i>Reason: 1-Resignation; 2-Termination; 3 - Other (explain)</i> |
|----------------------|-----------------------------|-----------------------|--|
| Brown, Darrol | | | |
| Burnett, LaRon | | | |
| Burnett, Marlon | | | |
| Byrd, Montine | | | |
| Copening, Timothy M. | | | |
| Davis, Dominique M. | | | |
| Dumas, Melissa | | | |
| Gant, Qweneshia L. | | | |

List of Current Direct and Indirect Staff

Update forms as necessary. If there are staff at your agency that are not listed and should be contact the Provider Network to find out what is needed to add them.



WRAPAROUND MILWAUKEE

Policies

Policy #035 - Provider Add/Drop

Indirect Staff – an employee or individual independent contractor who is not a direct service provider, but is associated with covered services as a supervisor, billing staff, case records and/or quality assurance worker, and/or is someone who has access to clients, client property and/or client information of service recipients. Agency owner, president, CEO, executive director, senior staff, and *officers of the board of directors* are considered Indirect Staff as well as any others with an ownership or controlling interest, as defined by the following: *Any individual who is an officer, director, agent, or managing employee of the agency, or a person who has direct or indirect ownership or controlling interest of 5% or more. A managing employee is a general manager, business manager, administrator, director, or other individual who exercises operational or managerial control over, or who directly or indirectly conducts the day-to-day operations of an institution, organization, or agency. (42 CFR section 455.101)*



WRAPAROUND MILWAUKEE

Policies – cont.

Policy # 053 – Ethics and Boundaries

- II. C. - Avoid dual relationships with youth/families or former youth/families - Dual relationships occur when staff relates to youth/families in more than one relationship, whether professional, social or business. In instances where dual relationships are unavoidable, staff should take steps to protect youth and are responsible for setting clear, appropriate and cultural boundaries. *Staff should disclose any known or potential dual relationship to their Supervisor and/or in accordance with the Agency's policy. In instances where this relationship may pose a conflict of interest that could interfere with professional responsibility and impartial judgment, Wraparound Milwaukee Administration must be consulted.*
- II. H. - *Under no circumstances engage any youth (minor), family members, relative or other individuals that reside with the youth and/or with whom youth/families have a close personal relationship with, in any illegal/law-breaking activities or actions (i.e., smoking/alcohol use, illegal drug usage, criminal activity, etc.).*



Policies – cont.

- **Policy # 070 - Housing Assistance – NEW**
- **Policy # 71 – Interpretive Services for Non-English Speaking or Hearing Impaired - NEW**



Children's Court Services Network

2014 Plans

- Move to Synthesis for CCSN
 - Phase One: Manage agencies and providers in Synthesis
 - Phase Two: Authorize and invoice for services in Synthesis
- Note any unit changes
- Provider Resource Fair
- Payor of Last Resort
- Milwaukee Co-occurring Competency Cadre (MC3) & NiaTx



Juvenile Justice Reform and Reinvestment Initiative (JJRRI)

- Federal grant partnership
 - Office of Juvenile Justice and Delinquency Prevention
 - Georgetown University Center for Juvenile Justice Reform
 - Vanderbilt University
 - Urban Institute
- Implementation
 - Standardized Program Evaluation Protocol (SPEP)
 - Program Improvement
 - System Alignment
- Evaluation / Cost-Benefit Analysis



Children's Court Services Network

Goals of JJRRI

- Short-term outcomes:
 - Improved SPEP scores as a result of program improvement plans,
 - Improved matching of youth to services based on assessed risk/need,
 - The development of practices and policies linking SPEP scores and cost data to system-level decision making, and
 - Increased cost effectiveness and efficiency.
- Long-term outcomes:
 - Decreased recidivism rates,
 - Improved cost effectiveness of juvenile justice services, and
 - The reduction in public cost



JJRI Project Progress

- With our technical assistance team we are currently:
 - Actively identifying, collecting and developing data/information on the four (4) components of the SPEP tool (service type, quality, dosage, and risk score)
- Next Steps:
 - Continue to pull together the required information for SPEP and learn from this process
 - Develop long term, sustainable methods of obtaining these data
 - Once all required SPEP information has been gathered pilot scores will be generated for each service and shared with agencies
 - Program improvement/technical assistance activities
 - Second round of SPEP planned for 2014-2015



BREAK



DHHS Provider Networks/Contract Administration Interface

- Engage in DHHS centralized QA process & QA Committee
- Discuss/approve audit/review indicators
- Assists with site audits/reviews, will frequently be the audit Lead
- Frequently drafts the audit/review agency report, and dialogues regarding the same
- Collaborate regarding FFS Agreement yearly revisions
- Provide forum for discussing policy changes and Background Check/Drivers Abstract info. that needs additional review



Insurance & Audit Requirements



Insurance Requirements

Audit and Accounting Requirements

Maintaining Financial Records

General Information on Allowable Costs

Audit Requirements and Waiver Procedures



Insurance Requirement, Sec 13

- Auto Liability: required for all agency vehicles (owned, non-owned, and/or hired). Coverage: \$1 million per accident
- Change in Auto Liability Insurance Requirement:
The Provider shall have Automobile Liability Insurance, and/or Auto and Umbrella Liability that meets the Minimum Limits for non-owned and/or hired autos covering all non-owned & hired vehicles for employees and ISP with liability limits of: \$1 million per accident.
- Commercial General and/or Business Owner's Liability: Required of ALL Providers and must include premises and off premises liability coverage



Insurance Requirement, Sec 13

- Commercial General and/or Business Owner's Liability: Required of ALL Providers and must include premises and off premises liability coverage
- Coverage may include Agency Umbrella policy to reach 1 million in coverage for Commercial General or Auto Liability minimum.



Workers' Compensation Insurance

- **New WC Requirement for Waiver of Subrogation:** A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County is also required. A copy of the endorsement shall be provided
- All providers shall have Workers' Comp coverage for all employees and Independent Service Providers
- All provider agencies, including sole proprietorships or partnerships, regardless of the type of legal entity, no. of employees, etc., are required to have Workers' Comp Coverage.



Insurance (Professional Liability)

- Professional Liability: If the services provided constitute professional services, Provider shall maintain Professional Liability (E&O) coverage. Includes Certified/Licensed Mental Health & AODA Clinics. 1MM/3MM
- Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 of state statutes : 1MM/3MM



Insurance (Professional Liability)

- **New this year Professional Liability Minimum:** Other Licensed or Certified Professionals for Non-healthcare services (i.e. if a license or certification is required to perform the service). Examples, licensed or certified counselors, therapists, clinical social workers, etc.
\$1,000,000 per Occurrence **Annual aggregate reduced to \$1,000,000**, or, in some cases, the Statutory limits, whichever is higher
- **If professional liability or E&O insurance is required, the check box will be checked on the Agreement Schedule of Coverage, Para. F.**



Insurance (waiver requests)

- Contract Administration will not be accepting insurance waiver requests.
- Any deviations, or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager

Milwaukee County Courthouse – Room 301

901 North Ninth Street

Milwaukee, WI 53233

Unless and until a waiver is granted, it should be assumed that the contract requirement is in effect.



Insurance (cont'd)

- Additional Insured: Milwaukee County shall be named as Certificate Holder and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, and Umbrella/Excess liability insurance.
- Exceptions of compliance with “additional insured” endorsement are:
 1. Transport companies insured through the State “Assigned Risk Business” (ARB).
 2. Professional Liability (E&O) where additional insured is not allowed.



Insurance (cont'd)

- Upon Renewal, Provider shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the required coverage (with the Milwaukee County Department of Health and Human Services named as the "Certificate Holder ")
- **CERTIFICATE HOLDER**
Milwaukee County Dept. of Health & Human Services
Contract Administrator
1220 W. Vliet Street, Suite 300
Milwaukee, WI 53205



Who Must Have An Audit?

- Audits are required by State Statute if the care & service purchased with State funding exceeds \$25,000 per year
- Statutes allow the Dept. to waive audits. Audits may not be waived if the audit is a condition of state licensure, or is needed to claim federal funding (e.g. Group Foster Care or RCCs)
- Standards for audits are found in Provider Agency Audit Guide, 1999 Revision *issued by WI Department of Corrections and Workforce Development or Department of Health Service Audit Guide (DHSAG) current revision* issued by Wisconsin Departments of Health Services. (on line at www.dhfs.state.wi.us/grants)
- Non-profit providers that receive \$500,000 or more in federal awards must also have audit performed in accordance with OMB Circular A-133 Audit of State, Local Governments, and Non-Profit Organizations.



Procedures for Request for Extension of Annual Independent Audit.

- Audits are due within 6 months of Providers fiscal year end (June 30th, if calendar fiscal year).
- Extensions are at the sole discretion of DHHS. **DHHS must receive a request for an extension not later than thirty (30) days prior to the due date for the audit.** A request for an extension must include:
 - an explanation as to why an extension is necessary;
 - the date upon which the Purchaser will receive the audit;
 - the **unaudited financial statements of the Provider;** and,
 - any additional information Provider deems relevant to Purchaser's determination.



Extension Request cont'd

- No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date must be submitted to:
- Milwaukee County Department of Health and Human Services

Contract Administrator
1220 W. Vliet Street, Suite 301
Milwaukee, WI 53205



Allowable Costs & Allowable Profits or Reserves

- Per State Statute, ultimately, all agreements with Milwaukee County DHHS for care & services paid with dept. funding are cost reimbursement contracts
- For-profit providers may retain up to 10% in profit per contract; 7½% of allowable costs, plus 15% of net equity (Allowable Cost Policy Manual, Section III.16)
 - Nonprofit providers paid on a unit-times-unit-price contract funded by Wis. DHS or DOC may add up to 5% of contract amount in excess revenues to reserves each yr., up to a cumulative maximum of 10%. Contracts only funded by DCF may add up to 10% to reserves per year with a cumulative maximum of 10%.



Allowable Costs & Allowable Profits or Reserves

- The County does not have to allow either a profit or reserves to providers who do not include a Schedule of Allowable Profits, or Reserve Supplemental Schedule with their audit



Other Allowable Cost Issues

- Generally interest expense, except for purchase-money mortgages to purchase real estate, or equipment is not an allowable cost. Interest paid under Working Capital Loans, a line of credit or refinancing to pull money out of a property is not an allowable cost.
- Generally, advertising expense, except for costs associated with hiring, recruiting and disposal of equipment is not an allowable cost.
- Alcohol, Entertainment, Contributions & Donations and repayment of audit recoveries and other debt, are never an allowable cost.



Other Allowable Cost Issues

Distributions to Shareholders of S Corporations are not an allowable cost, and will be treated as a distribution of profits or dividends, not as wages. Dividends are not an Allowable Cost

- Allowable Cost Rules under rental agreements with Related Parties contain additional restrictions
- Allowable rent expense under related party leases may not exceed the actual costs to the related party that owns the property. (Generally, mortgage interest, RE taxes, insurance, maintenance /utilities & depreciation)



Maintaining Financial Records

- Both Federal and State contracting guidelines require provider agencies to maintain proper books and adequate financial records
- Providers should maintain an accurate and up-to-date general ledger and timely financial statements for management & board members
- Financial Statements must be prepared in conformity with generally accepted accounting principles (GAAP) and on the accrual basis of accounting. Contractor must request, and receive written consent of County to use other basis of accounting in lieu of accrual basis of accounting



Maintaining Financial Records

- Amounts recorded in the books must be supported by invoices, receipts or other documentation
- Providers should maintain a separate cost center for each contract, or program/facility within a contract
- Whenever possible, costs should be charged directly to a contract, all other costs should be allocated using a reasonable and consistent allocation method and supported by an Indirect Cost Allocation Plan
- Providers must not commingle personal and business funds. A separate checking account should be established & providers should not use personal credit cards for agency business
- All Provider agencies should maintain and adhere to a board approved, up-to-date Accounting Policy & Procedures Manual and bonus policy



Section 15, Purchaser Site and Service Documentation Review:

Last Year Change in DHHS Record Retention requirements:

- from 4 years to 7 years to document the extent of services provided to conform to Medicaid Record Retention requirements (42 CFR § 431.107 of the federal Medicaid regulations).
- All original records are the property and responsibility of the Provider to retain. If county requests records for its files, they must be photocopies. County takes no liability or responsibility for record retention requirements.



Section 15, Purchaser Site and Service Documentation Review, cont'd:

- Provider must consent to Use of Statistical Sampling and Extrapolation as the means to determine amounts owed by Provider to DHHS under any DHHS or State Medicaid programs as a result of audits or investigations conducted by DHHS or its agents, OR
- As a result of an investigation or audit conducted by the DHHS or its agents, the Milwaukee County Department of Audit, the Wisconsin DHS, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these.



Audit Waiver

- Statutes allow the Dept. to waive audits. Audits may not be waived if the audit is a condition of state licensure, or is needed to claim federal funding (e.g. Group Foster Care or CCI)
- Waiver request can only be entertained if agency does not need to have an audit according to Federal Audit requirement, or other governmental funders.
- Waivers need to be approved on case by case basis by regional office based on a risk assessment (Funding <\$75,000 is considered low risk)
- **Waiver Request must be submitted to DHHS Contract Administration at least 30 days prior to audit due date.**



Audit Waivers

- DHHS has been approving Audit Waivers for Fee for Service contracts mainly on basis of economic hardship
- In case of small residential care providers (Family group home and AFH) county has the authority to grant a waiver
- Waiver Form is available at:
<http://county.milwaukee.gov/ContractMgt15483.htm>



Section 17, F, 1 - 7: Failure to Comply with Audit Requirements:

If Provider fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County within the specified timeframe, Purchaser may, at its sole discretion:

- Conduct an audit or arrange for an independent audit of Provider and charge the cost of completing the audit to Provider;
- Charge Provider for all loss of federal or state aid or for penalties assessed to County because Provider did not submit a complete audit report within the required time frame;
- Disallow the cost of the audit that did not meet the applicable standards; and/or



Failure to Comply with Audit Requirements cont'd:

- Suspend, reduce or terminate the Contract/Agreement, or take other actions deemed by Purchaser to be necessary to protect the Purchaser's interests.
- In the event of selection by Purchaser of a CPA firm to complete an audit of Provider's financial statements, Purchaser shall withhold from future payments due Provider an amount equal to any additional costs incurred by Purchaser for the completion of an audit of Provider's records by an auditor selected by Purchaser.
- Purchaser may withhold a sum of \$1,500.00 from payments due to the Provider from Purchaser as liquidated damages.



Failure to Comply with Audit Requirements cont'd:

- Failure to repay amounts due DHHS may result in legal action, and interest and any legal expenses incurred by DHHS shall be charged to the Provider on outstanding repayments.
- Milwaukee County Director of Audits, as well as state and federal officials reserve the right to review audits, and perform additional audit work as deemed necessary.
- Additional overpayment refund claims or adjustments to prior claims may result from such reviews.
- Again, consent to use of Statistical Sampling & Extrapolation as means to determine amounts due.



Common Errors or Omissions and Findings

- Audit indicates issuance of Management Letter, but agency fails to submit letter & management's response
- Failure to submit corrective action plan when audit discloses Material Findings or I/C Weakness, Significant Deficiencies, or Questioned Costs
- Failure to report all DHHS Programs separately by Contract, or program/facility within a contract. Each DHHS FFS Network is considered a separate program
- Failure to identify all funding sources on Sch'l of Program Rev. & Exp's (all funding sources must be listed as a separate line item)



Common Errors or Omissions (cont'd)

- Nonprofits - Failure to provide Supplemental Reserve Schedule for all programs or contracts
- Failure to submit audit in a timely manner (results in Admin. Probation & inability to renew contract)
- Failure to submit written Extension requests
- Failure to submit written Waiver requests
- Failure to submit evidence of Insurance renewal in a timely manner
- Audits are sent to wrong address
- Audit confirmation are sent to wrong address



Names & Address for Submissions

- Submit Audits to:

Dennis Buesing

DHHS Contract Administration

1220 W. Vliet St., Suite 301

Milwaukee, WI 53205 Ph: 414-289-5853

- Wraparound Confirmation Requests to:

Celeste Milanowski

Wraparound Milwaukee Finance

9201 W. Watertown Plank Rd., Room 255

Milwaukee, WI 53226 Ph: 414-257-6707



Submissions (cont'd)

- Wiser Choice Confirmation Requests to:

Janet Nickels

Behavioral Health Division, Room 1107-4
9201 W. Watertown Plank Rd.

Milwaukee, WI 53226 Ph: 414-257-7323

- All Other Confirms (Purchase of Service, Children's Court Services Network & DSD)

Paula Rice

DHHS Accounting

1220 W. Vliet St., Suite 301

Milwaukee, WI 53205 Ph: 414-289-5971



QUALITY ASSURANCE

Policies and Procedures

Audits/Reviews

Documentation



Wraparound Policy and Procedure Distribution

- Revisions to policies are highlighted in blue
- 2014 Wraparound QA Policy and Procedure Form will be e-mailed to agencies when policies are ready for distribution
- Will include instructions for downloading policies
- Fill out completely and sign/date
- Return to Wraparound (Tracie Zimmerman) by 12/31/13.



Quality Assurance – Policies and Procedures

- Refer to the applicable Division's/Program's policies and procedures as they may differ.

- Agency is responsible for in-servicing all Direct Service Providers on all relevant policies and procedures.

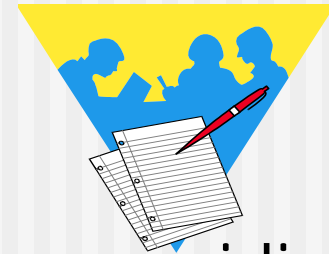


Noncompliance with Policies and Procedures

- Will be reflected in agency review report

Can result in:

- Fiscal recoupment
- Conditional Status
- Suspension (from new referrals or providing all services)
- Termination from Network
- Restriction of future contracts with Milwaukee County
- Corrective Plan of Action required



Risk Assessment Criteria



Factors that may determine which agencies are audited/reviewed:

- Prior Audits identifying problems;
- Agencies receiving combined billings in auditable services equal to or > \$100,000 in prior 12 month period within 3 DHHS FFS Provider Networks;
- Agencies with billing patterns above the average utilization for each respective service within a program;
- Agencies for which DHHS or program staff have received recent grievances, complaints, critical incidents, evidence of client health & safety concerns or client reports of non-delivery of service;
- Agencies in the network less than 2 years, with billings equal to or > \$50,000.



Types of Reviews/Audits

- Desk Review
- Single Indicator
- Comprehensive – Agency/Client/Fiscal



AUDIT/REVIEW INDICATORS

What We Look for During an Audit/Review

- Network Provider cooperation
- Compliance with Requirements:
 - Fee-For-Service Agreement
 - Policies and Procedures
 - Network Service Descriptions, Memoranda, Guidelines, Protocols
 - DHS 12: Wis. Adm. Code State of Wis. Caregiver Program
 - Milwaukee County Resolution
 - Other applicable Federal, State, and County regulations



Basic Review Indicators



■ Agency Indicators

- **Required Clinic Licenses:** i.e. Current Outpatient Clinic Mental Health State Certification, AODA Clinic License, etc.
- **Required Insurance Coverage's:** i.e. Gen. Commercial Liability (\$1MM min. w/MC named as additional insured), Professional Liability, WI Workers' Compensation, etc.
- **Required Training Manuals** (service specific-Wraparound only)
- **Required Elements on Forms and Logs**
- **Emergency Management Plan**
- **Occupancy Permit** is Required as applicable (obtain, post, and submit permit upon request an Occupancy Permit, or equivalent, as required by municipality, which demonstrates that use of the location for Covered Services is permitted)
- **Curriculum** for service being reviewed: Except where noted in Policy and Procedure, **all non-clinical Covered Services** (where DSP is not licensed), **Provider shall have a curriculum** (see p. 10 for minimum curriculum requirements).
- **Description of Therapeutic Approach: For all clinical Covered Services** (AODA and mental health services, where DSP is licensed), provider shall develop and maintain a written description of the therapeutic approach, service model, and/or evidence based support for the service model, as well as a description of the intervals and methods used to determine whether continuation of services is warranted.

Basic Review Indicators

(cont'd)

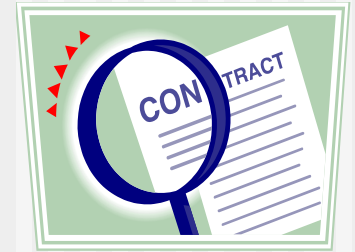


■ Provider Indicators

- Current **Professional Licenses or Certifications**
- Evidence that Counselors meet **Minimum Credential Requirements**
- Evidence of **Minimum Training** Prior to Provision of Service (service specific)
- Where education or degree requirements exist for DSP or Indirect Staff positions, evidence of *either a **diploma or transcript** demonstrating that staff meet requirements*
- **Valid Driver's Licenses per Drivers Abstract: Abstract** done prior to network entry and new abstract completed no greater than every 12 months thereafter or as often as is necessary to ensure that license remains valid at all times that services are delivered
- Compliance with **3 components of Background Check** and WI Caregiver Law and Milwaukee County Resolution (refer to program specific policy)



Criminal Background Checks



- Your agency is required to complete a **State-wide criminal background check** through the Department of Justice Crime Information Bureau (CIB) on all prospective direct service providers and indirect staff.
- CBC must be completed **within the 90 days prior** to request to add new staff and before service provider is authorized to provide services.
- When hiring direct service providers or indirect staff who **lived outside the State of WI** within the prior 3 years, the agency must get a background check from the previous State of residence **or** an FBI fingerprint check.





Criminal Background Checks (cont'd)

- Three parts to Caregiver Background Checks:
 1. Background Information Disclosure (BID) Form
 2. Response from Dept of Justice (DOJ) CIB Form
 3. Letter from Dept of Health Services (DHS)
- Repeat every 4 years for ongoing Providers (or at any time within that period when an agency has reason to believe a new background check should be obtained).
- Provider must keep background checks on file for a period of 5 years.
- Link for Info and forms: <http://www.dhs.wisconsin.gov/caregiver/>
- *Purchaser may also request from provider or obtain conviction records through the [Wisconsin Circuit Court Access \(WCCA\) system, formerly known as CCAP](http://wcca.wicourts.gov), online at: <http://wcca.wicourts.gov>, and may consider convictions found through WCCA which may or may not appear through the Wisconsin Criminal History Records Request process (the DOJ report).*



Criminal Background Checks (cont'd)

- CBC Rules applies to Direct **and** Indirect Service Providers (includes billing person, administrative staff, etc. - access to client record information/personal property of the clients)
- Wisconsin Caregiver Law defines "Caregiver" as - A person who is all of the following:
 - Employed by or under contract with an entity;
 - Has regular, direct contact with the entity's clients **or the personal property of the clients**; and
 - Is under the entity's control

(next section of Law includes same Caregiver Definition to **Owner or Administrator** - whether or not they have regular, direct contact with clients)



Reporting of Criminal Background



Checks

- **Before requesting** to add a new Provider to the Network, agency must follow-up on any charges **without** dispositions

Contact:

Milwaukee County Clerk of Courts
Milwaukee County Courthouse
901 N. Ninth Street, Milwaukee, WI
Fax # 414-223-1262

- If there is an **“open” charge** and the outcome might impact on entry into the network, consideration will be suspended until resolution occurs
- **Report convictions to Network** (submit criminal background check with Add Sheet for applicable new staff – **All Networks**)
- If a **current/authorized Provider is arrested and/or has been charged with or convicted of any crime**, the Provider must notify the Network **within two (2) business days**



Basic Audit/Review Indicators

(cont'd)

■ Client Indicators

- Provider Referral Form/Service Plan on File Prior to Provision of Services, clearly identifying each Service being requested.
- Consents (Consent for Service/Treatment &/or Transportation Consent) Signed/Dated by Legal Guardian/Client Prior to Provision of Services.



Basic Review Indicators

(cont'd)

■ Client Indicators

- **Plan(s) of Care (POC) &/or Treatment Plan(s)** - In File for Duration of Service.
- **Monthly Logs/Reports/Sign-In Logs and/or Progress Notes** - In File for each month billed. (Some services authorized to maintain certain documentation in electronic form)
- **Logs and/or Progress Notes** - Contain all Required Elements.
- **Discharge Summary** in File, if applicable.



Basic Review Indicators

(cont'd)

■ Fiscal Indicators

- Documentation must be reflective of the service provided and billed.
- Documentation must include all Required Elements.
- Hours (units) billed must match hours (units) documented.



Documentation



- Agency is responsible to ensure **adequate and accurate documentation** is maintained in the client file.
- Client files/records (whether hard copy or in electronic form) must be kept in **secure cabinet/room or software program**.
- If agency maintains **electronic documentation** ensure that records are accessible for review and retained per State regulations.
- Documentation **reflective of service provision** must be in file before a service is billed.



Documentation (cont'd)



- Unless indicated by specific Policy, Bulletin, Statute, etc., documentation must include minimum elements:
 - Service code or name of service
 - Name of direct service provider
 - Client/Recipient Name
 - Date of Service: i.e. 6/11/06
 - Times and Duration: i.e. 2:00-4:00 p.m., 2 Hrs.
 - Location of Service: i.e. Office
 - Summary of activity/interaction/intervention, including client's response to activity.
 - Signature of provider and date signed



Documentation Reminders



- Provider Referral Forms must clearly identify service being requested (i.e. should read “In-Home Therapy (5160)” ; not “Therapy.”)
- Progress Notes and Logs must be filled out completely.
- Progress Notes must be descriptive of the intervention provided & the client’s response to the treatment. PNs cannot be simply copied and pasted from session to session.
- Service Logs or Sign-In Logs (if applicable); signatures must be obtained at the time the client receives the service and match the corresponding PN (date, time/duration). Log should not be signed at one time at the end of the month for all services rendered. Any pre-signing of Logs by a provider or client is considered fraudulent and may be grounds for termination from Network and future contractual agreements with the County/DHHS.
- REVIEW FILES/RECORDS ON REGULAR BASIS FOR ACCURACY & COMPLETENESS



CONTACT INFO

Department of Health and Human Services

Dennis Buesing 414-289-5853 dennis.buesing@milwcnty.com

DHHS Contract Administrator

Diane Krager 414-289-5886 diane.krager@milwcnty.com

DHHS QA Coordinator

Sumanish Kalia 414-289-6757 sumanish.kalia@milwcnty.com

CPA Consultant (Contact for Budget, Audit questions or Waiver)



CONTACT INFO (contd.)

Children Court Services Network

Melissa Graham 257-5750 melissa.graham@milwcnty.com

Administrative Coordinator (JJRRI)

Peter Madaus 257-7284 Peter.Madaus@milwcnty.com

Contract Services Coordinator

Michelle Naples 257-5725 Michelle.naples@milwcnty.com

Grant Coordinator

Lawrence Thomas 257-7232 Lawrence.Thomas@milwcnty.com

Administrative Coordinator

Wraparound

Wes Albinger 414 257-7835 wes.albinger@milwcnnyt.com

Wraparound Provider Network Coordinator

Pam Erdman 414-257-7608 pam.erdman@milwcnty.com

Wraparound QA/QI Director



CONTACT INFO (contd.)

WiserChoice Network

Stefanie Erickson (414) 257-7354 stefanie.erickson@milwcnty.com

Contract Service Coordinator –Wiser Choice

Melody Joiner (414) 257-7933 melody.joiner@milwcnty.com

Interim Quality Assurance Coordinator



**THANK YOU FOR YOUR
PARTICIPATION!**

Have a Great Day!

