



MILWAUKEE COUNTY  
DEPARTMENT OF HEALTH  
& HUMAN SERVICES  
**BEHAVIORAL  
HEALTH SERVICES**

Date Issued	7/31/2002	Owner	Dana James
Last Approved Date	8/16/2022	Policy Area	Wraparound (Wrap, REACH, youth CCS)-Care Cord.
Effective	9/1/2022		
Last Revised Date	8/16/2022		
Next Review	12/31/2024		

## #041- Out-of-Network Services

### I. POLICY

It is the policy of Children's Community Mental Health Services and Wraparound Milwaukee (hereby referenced to as Wraparound Milwaukee) to allow Wraparound Milwaukee enrollees access to behavioral health and other select services where the Covered Service cannot be obtained from an In-Network provider.

**"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 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.

### II. 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 Providers 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 Enrollee 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 Enrollee 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 are Enrollee specific. The length of the authorizations will vary based on the Covered Services being authorized and the Enrollee's needs.
4. 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 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 Milwaukee 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.
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](mailto: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, an explanation is sent to the Care Coordinator via a message in Synthesis. It is the responsibility of the Care Coordinator to notify the Out-of-Network Provider and/or the family.
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.
5. A Contract Service Coordinator from Contract Management will connect with the

Out-of-Network Provider to obtain required contracting documents. Once all requirements have been met, the Time-Limited Agreement is uploaded into DocuSign for the Out-of-Network Provider to sign.

6. 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. Billing instructions and/or Provider Note Entry Instructions are sent to the Out-of-Network Provider.
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 Care Coordinator.

#### **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, Licenses, and Insurance.
3. The Out-of-Network Provider must maintain Agency Progress Records related to provision of the Covered Service and Enrollee's response to services.
4. The Out-of-Network Provider must submit invoices in accordance with Wraparound Milwaukee's invoicing procedures.
5. 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 1<sup>st</sup> 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. 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, an explanation is sent to the Care Coordinator via a message in Synthesis. It is the responsibility of the Care Coordinator to notify the Out-of-Network Provider and/or the family.
6. If the request is approved, an amendment request is sent to Contract Management so that the Time-Limited Agreement can be extended and routed for signatures via DocuSign. Once amendment is signed, the extension date is entered into Synthesis.

#### **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: Out of Network Authorization Template

#### **Approval Signatures**

Step Description	Approver	Date
	Michael Lappen: BHD Administrator	8/16/2022
	Brian McBride: ExDir2 – Program Administrator	8/16/2022
	Dana James: Integrated Services Manager- Quality Assurance	8/11/2022

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**Children's Community Mental Health Services &  
Wraparound Milwaukee**  
**TIME-LIMITED AGREEMENT TO PROVIDE SERVICES  
OUT OF NETWORK PROVIDER**

**AGREEMENT ENTERED INTO BY AND BETWEEN**

Milwaukee County Department of Health and Human Services (hereinafter referred to as "**Children's Community Mental Health Services & Wraparound Milwaukee**") and \_\_\_\_\_ hereinafter referred to as "Out of Network Provider" on this \_\_\_\_\_, day of date to provide services to child's name from date to date ("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 not to exceed the term as set forth above, unless an extension is approved by Children's Community Mental Health Services & Wraparound Milwaukee.
2. Out of Network Provider agrees to comply with the DHHS 001, Wisconsin Caregiver Law and Milwaukee County's Caregiver Resolution Requiring Background Checks on Department of Human Services Contract Agency Employees Providing Direct Care and Services to Children and Youth.
3. Out of Network Provider agrees to comply with the DHHS Policy and Procedures as outlined below at minimum and any other relevant policies that govern the services provided.
  - a. DHHS 002 Emergency Management Plan
  - b. DHHS 003 Whistleblower Policy
  - c. DHHS 005 Provider Obligations
  - d. DHHS 006 Audit Requirements
  - e. DHHS 010 Critical Incident Policy
4. 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 suites 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.
5. Out of Network Provider agrees to maintain insurance coverage as follows for the term of this agreement:

**Wisconsin Worker's Compensation**

Statutory Limits

*\*Workers' Compensation is required for all Providers, regardless of organizational structure or size (includes one-employee providers as well as Providers composed solely of independent contractors)*

**General Liability**

\$1,000,000 – Per Occurrence

\$2,000,000 – General Aggregate

**Professional Liability/Medical Malpractice**

\$1,000,000 – Per Occurrence

\$3,000,000 – Annual Aggregate

**Automobile Liability**

\$1,000,000 – Per Accident

Uninsured Motorist

**Optional - Excess/Umbrella Liability**

The insurance coverage limits specified above may be obtained through any combination of primary and excess or umbrella liability insurance.

**Additional Requirements**

Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milwaukee County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

The insurance specified in general, business and medical Malpractice Insurance above shall: (a) name Milwaukee County, including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverage (with the Milwaukee County Department of Health and Human Services named as the "Certificate Holder") shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Contractor's responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

**CERTIFICATE HOLDER**

Milwaukee County Department of Health and Human Services  
Contract Administrator  
1220 W. Vliet Street, Suite 304  
Milwaukee, WI 53205

Any deviations, including use of purchasing groups, risk retention groups, etc., 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:

**Mail to:**

Milwaukee County Risk Management  
633 W. Wisconsin Ave. Ste. 750  
Milwaukee, WI 53203

The insurance requirements contained in this Agreement are subject to periodic review and adjustment by the County Risk Manager. Failure on part of the Contractor to produce or maintain the required insurance during the term of contract including any extension(s), shall constitute a material breach of the contract upon which County may immediately terminate this agreement.

6. Failure to abide by these terms may result in non-payment of services.
7. 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 Children's Community Mental Health Services & Wraparound Milwaukee using the Children's Community Mental Health Services & Wraparound Milwaukee Invoice, HCFA-1500 form or UB92 form not later than 60 days from the date of service.
8. 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. Children's Community Mental Health Services & 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.
9. 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.
10. No funds within this Agreement may be used to supplant Health Insurance, other Health Maintenance Organizations, or Preferred Provider Organization funded services.
11. 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.
12. 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 Children's Community Mental Health Services & Wraparound Milwaukee. Requests to change the Direct Services Provider are to be made in writing to Children's Community Mental Health Services & Wraparound Milwaukee.
13. Children's Community Mental Health Services & Wraparound Milwaukee reserves the right to audit client files at any time without advance notice. Children's Community Mental Health Services & Wraparound Milwaukee further reserves the right to recoup monies related to audit disallowances.
14. Either party may cancel said agreement at any time with or without just cause except Group Home Providers who agree to provide Children's Community Mental Health Services & 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.**

Children's Community Mental Health Services & Wraparound Milwaukee Code	Service Provider	Service	Rate	Unit

## **AUTHORIZATION and APPROVAL**

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective proper officers,

### **FOR: MILWAUKEE COUNTY**

Shakita LaGrant, Director  
Milwaukee County  
Department of Health and Human Services

### **FOR: CONTRACTOR**

\_\_\_\_\_ Date

### **DIVISION APPROVAL**

Michael Lappen, Administrator Date  
Milwaukee County Behavioral Health Division  
Department of Health and Human Services

CBDP

\_\_\_\_\_ Date

**COMPTROLLER APPROVAL**  
Approved as to funds available per  
Wisconsin Statute Section 59.255(2)(e)

**CORPORATION COUNSEL APPROVAL**  
Approved for Execution

Comptroller Date

Corporation Counsel Date

### **RISK MANAGEMENT APPROVAL**

Risk Management Date

**CORPORATION COUNSEL APPROVAL**  
Approved as compliant under Sec. 59.42(2)(b)5, Stats.

Corporation Counsel Date

### **COUNTY EXECUTIVE APPROVAL**

David Crowley Date  
Milwaukee County Executive