2012 Fee-For-Service Agreement for DHHS Networks

PRESENTED BY:

Dennis Buesing – DHHS Contract Administrator

Wes Albinger – Wraparound Provider Network Coordinator

Pamela Erdman – Wraparound QA/QI Director

Diane Krager – DHHS QA Coordinator

Welcome, Introductions, Timelines

Children's Court	WIserChoice	Wraparound Milwaukee
Renewal packets due 11/23/2011	Desk Review due 10/28/2011	Renewal packets due 11/23/2011
See revised service descriptions	Agreements sent out after all items received from agency	Be sure to submit "Indirect Staff Add Request" with signed agreement
	No agreements sent out after 12/31/11	

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

2012 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

2012 Fee-for-Service Agreement

OVERVIEW OF CHANGES

11/2/2011

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

SECTION ONE
Definitions

- "Indirect Staff"-is 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, and/or Senior Staff are considered Indirect Staff if reporting to work at a site where Covered Services are provided.

SECTION TWO
General Obligations of the Provider

- Many Agreement provisions previously applicable to Direct Service Providers expanded to include Indirect Staff. See especially items C, G, and K.
- E-Provider shall notify County if utilizing a home-based business/site for any office-based Covered Services. Provider shall not utilize a home-based business/site without prior written approval from County.
- F- Agency shall have at least two Direct Service Providers for each Covered Service unless prior written approval is obtained, or unless otherwise allowed per Purchaser. A request must include a plan which demonstrates formal arrangements for coverage arising from absences, illness, vacation, etc., and/or variations in program volume. Current providers have until 2013 to come into compliance or obtain waiver.

SECTION TWO
General Obligations of the Provider, cont.

- H-Provider agrees to confirm that a valid driver's license is held by any Direct Service Provider and/or Indirect Staff who uses a vehicle for <u>any purpose</u> related to the provision of Covered Services by obtaining an initial driver's license abstract which is then updated annually thereafter.
- O-Additional language on protocol for correcting - amending Service Documentation: "Any correction, creation of, or addition to Service Documentation after billing must receive prior approval."
- S,9-Requirement to disclose change in, or restriction (including negative audit findings) of state license(s) in writing, <u>within TWO DAYS</u> of change or restriction.

SECTION TWO
General Obligations of the Provider, cont.

- T-Provider agrees to provide notification prior to making changes in ownership structure or location of any site where Covered Services are provided, to ensure that proposed organizational changes are consistent with Agreement. Changes in location and/or ownership structure may result in termination of this Agreement.
- W-Provider agrees to identify by position/job title and name all Indirect Staff of Provider by completing and submitting form 2I Agency Indirect Staff Detail (example included as Attachment E).

SECTION THREE

Background Checks

- CBC requirement is extended to include Indirect Staff
- CBC must be completed no more than 90 days prior to request to add new staff

SECTION NINE

Required Disclosures and Prohibited Practices:

- New Medicaid Disclosure Requirements in 42 CFR Part 455, Subpart B: Provider shall furnish, upon request, to Milwaukee County DHHS, and upon request, to the State DHS, ownership information of Provider, and ownership information regarding transactions with related parties, and identity of persons named above convicted of an offense related to programs under Medicare, Medicaid or Title XIX. This would include:
- Transactions with Related Party Vendors or Suppliers in which Provider has a controlling interest or ownership, or Vendor has a direct or indirect ownership or controlling interest in Provider.

SECTION NINE

Required Disclosures and Prohibited Practices:

- or ownership of Provider, or Provider's supplier/vendor in which controlling interest is achieved through a spouse, parent, child or sibling.
- Controlling interest is 5% or greater direct, or combination of direct & indirect ownership, or is a person who is an officer, director, or partner in Provider.
- Any person named above that has been convicted of a criminal offense related to involvement in any program under Medicare, Medicaid or Title XIX services or any other federally funded healthcare program since the inception of those programs.
- This would encompass DHHS FFS Providers that receive some or all of their funding through Medicaid or other federally funded healthcare programs.

SECTION FIFTEEN, **Billing**

- New Third Party Administrator (TPA) Billing Procedures for Disability Services Division mandated by State DHS for CLTS Medicaid Waiver program. Provider shall submit claims for payment, within 90 days of provision of service to:
  - Bureau of Long Term Support CLTS Waivers
    C/O WPS Insurance Corporation
    P.O. Box 14517
    Madison, WI 53708-0517
- Claims can be only submitted to WPS for payment after receipt of the Provider Prior Authorization (PPA) form from Milwaukee County DSD.

SECTION FIFTEEN, **Billing, cont.**

- Paper claims forms may be obtained from DHHS Contract Administration by calling: 414-289-5896, or by sending an email to: DSDProviderNetwork@milwcnty.com.
- Provider may also submit claims electronically to WPS using a Microsoft Excel spreadsheet. To obtain a copy of the Excel spreadsheet and a required submitter number, send an email to WPS at:

  WPS-CLTS@wpsic.com and include your business name, a contact person, and contact phone number.

SECTION SEVENTEEN

Conditional Status & Suspension

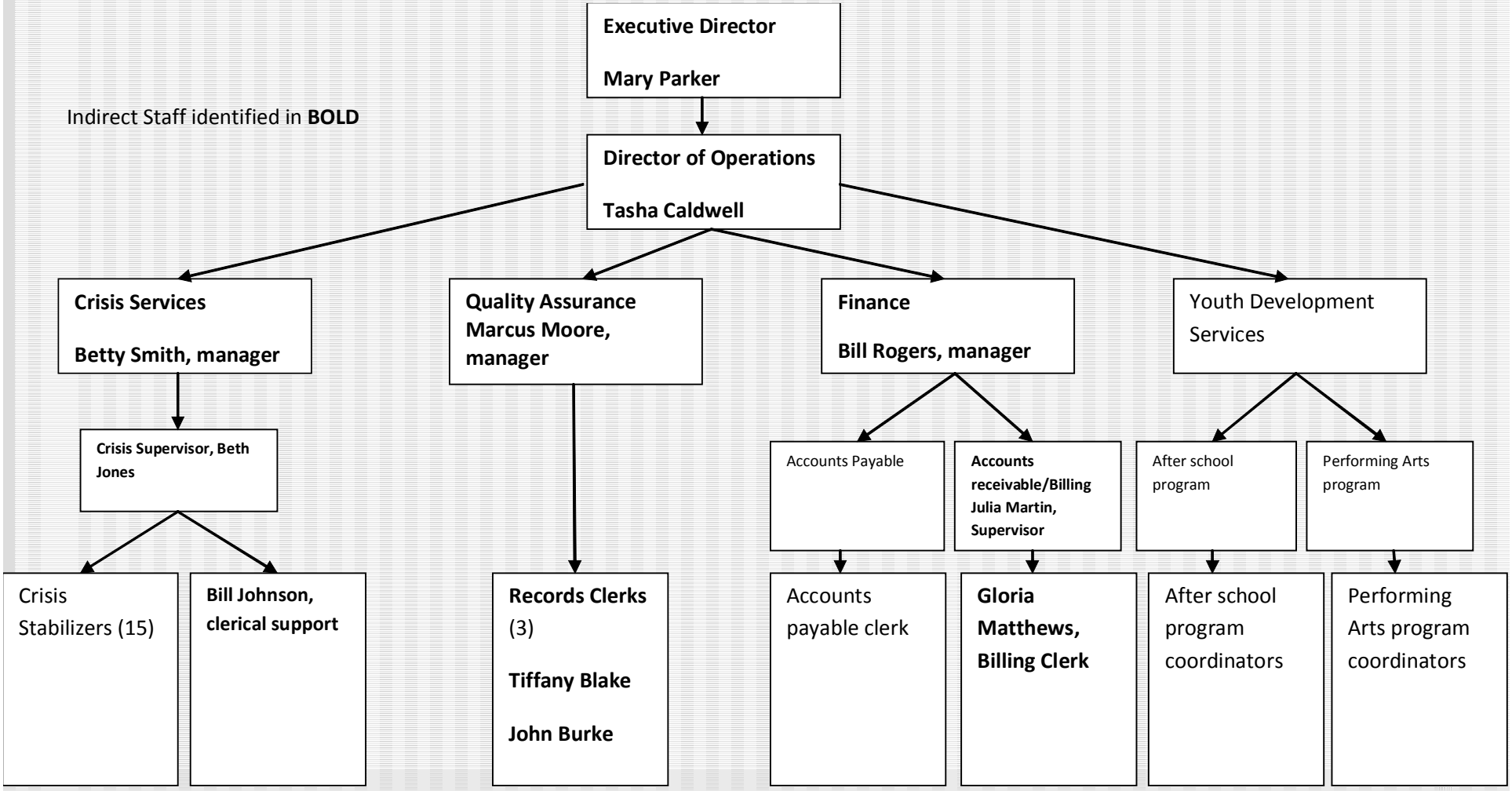
- Conditional Status, Suspension, and Debarment applies to agency Providers, as well as individual Direct Service Providers, and Indirect Staff.

Attachments

ATTACHMENT E- FORM 2I AGENCY INDIRECT STAFF DETAIL

- Identify by position/job title and name all Indirect Staff of Provider. Download form from http://county.milwaukee.gov/Corrections22671.htm and submit a hard copy with signed Agreement.

Example-Identification of Indirect Staff



ATTACHMENT E- FORM 2I AGENCY INDIRECT STAFF DETAIL

FORM 2I - AGENCY INDIRECT STAFF DETAIL

Agency Name:

1	2	3	4	5	6	7	8	9	10
Name	Position Title	Functional Area	Code	Gender	Ethnic Group	Handicapped	Employee	Independent Contractor	Full/Part time
				M/F		Yes/No	Yes/No	Yes/No	F or P

Column 3 – Functional Area

Functional Area - billing, supervision, executive/management, quality assurance, client records, other-specify

Column 4 - Code

1 for Executive Staff, 2 for Professional Staff, 3 for Clerical Staff , 4 for Technical Staff, 5 for Maintenance Staff, 6 for Temporary Staff, 7 for Student /Intern , and 8 for Other Staff

Column 5 and 6 - Ethnic/Race and Gender Codes

In column 3 enter the code representing the race or ethnicity of the employee.

Ethnic/Race Codes:

A:	Asian or Pacific Islander
B:	Black
H:	Hispanic
I:	American Indian
W:	White

Gender Codes:

F:	Female
M:	Male

Column 7- Handicapped employee

A "handicapped individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any persons who:

1.Has a physical or mental impairment that substantially limits one or more major life activities (e.g. caring for oneself, performing manual tasks, walking, speaking, breathing, learning, seeing, hearing, and working);
2.Has a record of such impairment, or:
3.Is regarded as having such impairment.

PROGRAM SPECIFIC

Updates

WRAPAROUND MILWAUKEE

Renewal Packet – Update Staff List

Vendor Staff Listing

The Behavioral Health Center

Must be returned in order to process 2012 agreement renewal.

Complete and return with Fee-for-Service Agreement or FAX to Theresa Randall at (414) 257-7575.

Staff Name	*DOB*	*Employee*	*Contract Staff*	*Direct*	*Indirect*	*No Longer at Agency*
Anderson, James	5/18/44	☐	☐	☐	☐	☐
Booker, Jasmine	1/11/55	☐	☐	☐	☐	☐
Carter, Wayne	11/12/73	☐	☐	☐	☐	☐
Dickerson, Gabriela	6/3/71	☐	☐	☐	☐	☐
Jackson, Wes	7/20/63	☐	☐	☐	☐	☐

Add/update fields as necessary

WRAPAROUND MILWAUKEE

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Carter, Wayne	11/12/73	☐	☐	☐	☐	☐
Dickerson, Gabriela	6/3/71	☐	☐	☐	☐	☐
Jackson, Wes	7/20/63	☐	☐	☐	☐	☐

If "YES" – Submit Request for Approval to Use Independent Contractors as Service Provider

WRAPAROUND MILWAUKEE

Indirect Staff Add Request

Submit to THERESA RANDALL
FAX: 414-257-7575 / Phone: 414-257-8108

2011 Wraparound Milwaukee Provider Network
INDIRECT STAFF ADD REQUEST

Entered by:_____
Date: _____

Date_____ Agency Name _____

Contact Person _____ Phone Number _____ FAX Number _____

NOTE: INCOMPLETE forms and forms that are NOT dated and signed will not be processed.

CHECK ONE		Indirect Staff Name (print) (Last Name, First Name)	Provider D.O.B.	Position Title	Functional Area (Functional areas: billing, supervision, executive/management, quality assurance, client records, other-specify)
EMPLOYEE	CONTRACT STAFF				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
☐	☐				
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☐	☐				

Submit BID, Wisconsin State Dept. of Justice, and/or Dept. of Reg. and Licensing report with this request if a criminal record, denial, or revocation is noted.

Agencies on "Conditional Status" must submit a 3-part background check for ALL providers of the service/s on "Conditional Status".

☐ By checking this box I attest that 3-part Background Checks have been conducted for all individuals named on this form within 90 days of this request and that no arrest or conviction record exists as indicated by a DOJ report showing "No Record Found" for any individuals with no additional documentation attached, and that the DHS letter shows no administrative findings or license restrictions.

Prepared by:_____ Date:_____

Wraparound Milwaukee Use Only:

9/11

WRAPAROUND MILWAUKEE

Indirect Staff Add Request, cont.

- Indirect Staff will be subject to an abbreviated Add/Drop procedure along similar lines as for Direct Service Providers. Refer to Wraparound Policy #035, Provider Add/Drop, for more details.
- In addition to identifying information (name, D.O.B., position title, and functional area), Agency must submit 3 part background check for each individual requesting to be added, when any history exists.
- This expanded Add procedure was developed to be more in line with State Caregiver Law requirements.

WRAPAROUND MILWAUKEE

Indirect Staff Add Request, cont.

- For all Indirect Staff identified in Form 2I, Agency Indirect Staff Detail, complete and submit the "Indirect Staff Add Request" with your signed agreement for all current Indirect Staff (available at Wraparound website under "Provider Network Forms" page. The new requirement of CBCs being conducted within 90 days will not apply for this initial add request, as long as the CBC is current (conducted within the previous 4 year period).

WRAPAROUND MILWAUKEE

Policies

- **Foster Care policies (#019 and #035)** will be eliminated and integrated into the Out of Home Care Authorization Policy # 004. Review new Out of Home care policy thoroughly.
- New **Provider Add/Drop** Policy #035
- **Crisis Stabilization/Supervision#036** – Clarification provided regarding travel time billing and Clinical Supervision requirements
- **Mentor Policy #039** – See addition of information regarding contact with clients as it relates to texting and social networking (Good practice for all!)
- **Recreation Policy #052** – Not to be used in conjunction with residential, group home or foster care.
- **Caregiver Background Check Policy #057** – Expands directives to "Indirect Staff". If an "open or pending" charge that would effect a staffs ability to enter the WPN, the WPN will suspend consideration until resolution of the charge.

BREAK

DHHS Provider Networks/Contract Administration Interface

- Engage in Centralized QA Committee
- Discuss/approve audit/review indicators
- Assist with site audits/reviews
- Dialogue regarding audit/review agency reports
- Collaborate regarding FFS Agreement yearly revisions

Insurance & Audit Requirements

Insurance Requirements

Audit and Accounting Requirements

Maintaining Financial Records

General Information on Allowable Costs

Audit Requirements and Waiver Procedures

Insurance Requirement

- Auto Liability: required for all agency vehicles (owned, non-owned, and/or hired). Coverage: $1 million per accident
- Change in Auto Liability Insurance Coverage:
- Employers of Direct Service Providers or ISP who use their personal vehicles for any reason related to the provision of Covered Services shall have Agency Automobile Insurance as Employer and/or a combination of Auto and Umbrella liability 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 (Professional Liability)

- Coverage may include Agency Umbrella policy to reach 1 million in coverage for Commercial General or Auto Liability minimum.
- 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
- 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.

Insurance (Professional Liability)

- Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 : 1MM/3MM
- 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, e.g. CPAs, Engineers, Attorneys, etc.,

$1,000,000 per Occurrence Annual aggregate reduced to $1,000,000, or

Statutory limits whichever is higher

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 B26

  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) 2009 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 B26

  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.

- 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 14, Purchaser Site and Service Documentation Review:

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).

Section 14, 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 16, 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
- Failure to identity 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 B26

  Milwaukee, WI 53205 Ph:414-289-5853

- Wraparound Confirmation Requests to:

  Janet Friedman

  Wraparound Milwaukee Finance

  9201 W. Watertown Plank Rd., Room 255

  Milwaukee, WI 53226 Ph:414-257-7597

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)

  Anna Thomas

  DHHS Accounting

  1220 W. Vliet St., Suite B26

  Milwaukee, WI 53205 Ph:414-289-5984

QUALITY ASSURANCE

Policies and Procedures

Audits/Reviews

Documentation

Wraparound Policy and Procedure Distribution

- Revisions to policies are highlighted in blue
- 2012 Wraparound QA Policy and Procedure Sign-off Form in your packets
- Includes instructions for downloading policies

- Fill out completely and sign/date
- Return to Wraparound (Tracie Zimmerman) by 12/31/11.

Quality Assurance – Policies and Procedures

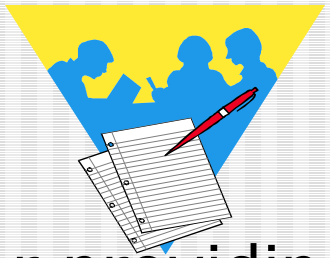
- Refer to the applicable Division's/Program's policies and procedures as they may differ.
- Agency is responsible for inservicing all Direct Service Providers on all relevant policies and procedures, i.e. – Mentors should be inserviced on the Mentor Policy and Procedure.

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.

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 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 addit. insured), Professional Liability, Wisc. Workers' Compensation, etc.
  - Required Training Manuals (service specific-Wraparound only)
  - Emergency Management Plan

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)
  - Valid Driver's Licenses, Current Auto Insurance, Driving Abstracts on File
  - Compliance with 3 components of Background Check and Wisc. 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 make a good faith effort to get a background check from the previous State of residence. If unable, the agency should document efforts made and place in providers personnel file.

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/

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 new staff – **All Networks**)
- If a current/authorized Provider is arrested and/or has been charged with or convicted of any crime specified in the Caregiver Law/ County Resolution, 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 must be kept in secure cabinet or room.
- 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.”)
- PNs 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

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DHHS QA Coordinator

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

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

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Interim Contract Service Coordinator –WIser Choice

THANK YOU FOR YOUR PARTICIPATION!

Have a Great Day!