



**MILWAUKEE
COUNTY**

Milwaukee County DHHS

Welcome

2022-2023

**Purchase of Service and Fee for Service
Agreement**

Review Presentation

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INTRODUCTION and OVERVIEW

- Content of this presentation will apply to entire DHHS, including BHD.
- This presentation includes both new **additions, revisions & amplifications** from previous years, as well as highlights of specific requirements which have historically created confusion or are of particular importance.
- **Changes from previous year appear in highlighted text** in 'Reference Copy' of Agreement
- 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 Contract/Agreement and all relevant Policies and Procedures
- Unless otherwise indicated, all items discussed today apply to all DHHS agreements.
- Reference Copy is a draft version.



Contract Renewal, Execution and Timelines

- On **September 1, 2021**, BHD sent out a request for information for all Vendors who currently have a contract with BHD (CARS or Wraparound Milwaukee) to support the 2022 contract renewals and all required information was due on **October 30, 2021**, via Bonfire
- All DHHS Vendors (Continuing Programs for DSD, HD, MSD and DYFS) received their RFI for 2022 contract renewals with continuing program descriptions on **October 4, 2021** and it will be due on **November 19, 2021**, via Bonfire
- Your **CSC** will follow up with agencies **missing any submission items** required for contract renewal.
- CSC will email contracts for electronic signatures (via DocuSign).
- Contracts will not be executed until **all required submission items** have been received.
- DHHS Contract Administration will work with agencies with pending audit issues that may delay contract execution.
- No payment will be released until contract execution.



Billing

- FFS Billings are due no later than sixty (60) days following last day of month of service
- POS invoices are due no later than ten (10) business days following last day of month of service (Except Birth to 3 where it is 15 Business days)
- Provider shall submit, within 60 days of the date of termination final invoice/billings. **Final invoice submissions for 2021 due no later than Friday, January 21, 2022**
- And shall submit within 120 days or other mutually agreed upon date all other financial, performance, and other reports required by the terms of the agreement



CONTRACT ATTACHMENT B - DEFINITIONS

- **B. “Behavioral Health Services” (BHD)** - A unit of County (DHHS) administering programs to enhance the quality of life for individuals with mental health and substance abuse problems, assisting in their recovery and providing individualized opportunities to participate in the community.
- **F. “Critical Incidents”** - Any actual or alleged event or situation that jeopardize the health or safety of Service Recipients, Provider or DHHS staff, or visitors, including, but not limited to, any instance of abuse, injury, or neglect of Service Recipient by any person including another Service Recipient.



CONTRACT ATTACHMENT B - DEFINITIONS

- **H. “Community Access to Recovery Services” (CARS)** - A department of the Behavioral Health Services that specializes in helping Milwaukee County **adult** residents get connected with the community-based resources needed to guide and support their journey to recovery. CARS has **five main areas of focus** that put individuals at the center of care, while following best practices to achieve the most positive outcomes. The areas include: **Prevention, Access, Treatment, Care Management, and Recovery Support Services**. The department has strong partnerships with a network of diverse, committed, local providers that provide high quality services for mental health and/or substance use treatment needs. A broad range of supportive services that help individuals achieve independence are also offered.



CONTRACT ATTACHMENT B – DEFINITIONS

- **O. “Aging & Disabilities Services”** as of January 1, 2022; Formerly “**Disabilities Services Division**”– A service of DHHS administering programs to enhance the quality of life for individuals **over the age of 18** and individuals with **physical, sensory, cognitive, or developmental disabilities** and their support networks living in Milwaukee County by addressing the participant’s identified needs and meeting her/his desired individual outcomes and providing individualized opportunities to participate in the community. This is the single point of access to services for people aged 18 and over. We offer a wide range of programs and services to meet the diverse needs of the older adults in Milwaukee County and ensure they have the resources to live as independently as possible in their communities.
- Aging & Disabilities Services includes the Area Agency on Aging (AAA), Aging and Disabilities Resource Center (ADRC), Adult Protective Services, (APS) and the Office on Persons with Disabilities (OPD).



CONTRACT ATTACHMENT B – DEFINITIONS

- **P. “Children, Youth & Family Services” (CYFS)** – Children, Youth & Families Services (CYFS) facilitates a children’s **system of care (SOC)** which aims to enhance community wellbeing. It is a county-wide integrated network of resources which require shared responsibility and accountability to assure that Milwaukee families have access to the services, programs and supports they need. Children, youth and their families will have support to thrive, actively participate in community and experience life in an inclusive way which is meaningful to them.
- While partnering with families, the local SOC **integrates** the work of **education, youth justice, health, mental health, child welfare, family and treatment courts, disability services** and **other community organizations** through team decision making and addressing inequities.



CONTRACT ATTACHMENT B – DEFINITIONS

- Q. “**Emergency Preparedness and Response Plan** ” (EMP) - the procedures, developed by the Provider organization, to manage an epidemic, pandemic, public emergency, or other natural or man-made disasters internal or external hazard that threatens Residents/Service Recipients, DSP and other staff, and/or visitor life and safety. These threats could potentially affect current operations or sites directly and indirectly within a particular area or location.
- T. “**Government**” means the government of the United States of America.



Promoting Thriving Communities through a Health and Racial Equity Lens



MISSION

We enhance the quality of life in Milwaukee County through **great public service.**

VALUES

Respect

We work with and for others.

Integrity

We do the right thing.

Excellence

We never stop improving.



2019

Milwaukee County declares racism a **public health crisis.**

ONE COUNTY ONE PLAN

MILWAUKEE COUNTY STRATEGIC PLAN



VISION

By achieving racial equity, Milwaukee is the **healthiest county in Wisconsin.**

COUNTY

DHHS Initiative

Milwaukee Declared “Racism” a Public Health Crisis; May 2019, Milwaukee County passes a first-of-kind resolution in the nation declaring racism as a public health crisis.

➤ **Goal: Healthiest County in the State – by 2025**

➤ **Evaluating internal current state**

- What services is DHHS currently providing, how many, where and what is the quality of the services
- Kairo Communications Report on Achieving Racial Equity in Contracting issued in Spring of 2021

➤ **Health current state:**

5-year Strategic Plan

- How should DHHS define “Healthy”?
- What is the current health of Milwaukee County Residents?
- Benchmarks
 - Look at current DHHS benchmarks (what is working, what can be improved upon)
 - What are other Counties or Cities similar to Milwaukee doing to improve health
- Partnerships & Engagement, and receiving Community Voice
 - Community Vendors/Partners
 - Consumers
 - Residents in the community

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- May 2019, Milwaukee County passes a first-of-kind resolution in the nation declaring racism as a public health crisis.
- Code of Ordinances - Chapter 108 Achieving Racial & Health Equity, officials passed & signed ordinance, May 2020

WITNESS THAT:

WHEREAS, Purchaser is a governmental subunit of Milwaukee County managing and providing mental health, substance abuse and/or health and social services.

WHEREAS, Purchaser also arranges for the provision and purchase of such services from Mental Health and Health and Social Services Providers for adults, children and families in Milwaukee County-operated programs or programs managed by Purchaser; and

WHEREAS, Contractor desires to provide such services for Purchaser.



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WHEREAS, as a governmental body, Milwaukee County recognizes its power to make change at a systemic level, Milwaukee County passed an ordinance (Code of Ordinances - Chapter 108, Achieving Racial & Health Equity) that commits itself to identify and address policies, practices and power structures that, whether intentionally or unintentionally, that work in favor of white people and create barriers for Black, Brown, Indigenous people and people of color (BIPOC).

WHEREAS, the ordinance ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader.

WHEREAS, the institutionalization of racial equity in the County's mission, vision, values, and services are of the utmost priority



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WHEREAS, racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County.

WHEREAS, the vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin."

WHEREAS, equity involves trying to understand and give people what they need to enjoy full, healthy lives.

WHEREAS, Milwaukee County has a county-wide goal to improve equitable Service delivery and develop an organizational culture of equity.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties that the Contractor shall provide the services at the rates set forth in the attachment identified as "Attachment 1 – Schedule of Services to be Purchased" and that said services will cover the following duties and obligations [Per Statement of Work].



3. CONTRACTOR/PROVIDER OBLIGATIONS

Critical Incidents and Complaints:

Critical Incidents:

To ensure timely and accurate documentation and notification of Critical Incidents (CI) involving Milwaukee County Department of Health & Human Services (DHHS) service recipients and/or their families/guardians/visitors and/or any other contacts, DHHS contractors and service providers, It is the policy of DHHS that all "critical incidents" must be documented and reported to DHHS within **24 hours of becoming aware of the critical incident** to confirm that necessary actions are taken in an attempt to ensure the health, safety and welfare of clients and providers.

Refer to **DHHS Policy 010 Critical Incident Policy** (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>)



3. CONTRACTOR/PROVIDER OBLIGATIONS (cont'd)

Critical Incidents and Complaints: (cont'd)

Complaints/Grievances:

Additionally, Provider/Contractor shall maintain a record of complaints received, status and final resolution, and shall work toward the positive resolution of all complaints with an initial response and acknowledgement letter **sent to complainant** within ten (10) business days of receipt, or within program/service policy requirement, **whichever is sooner**. The complaint must be documented and **reported to DHHS within ten (10) business days** (or within program/service policy requirement, **whichever is sooner**) of receipt, or of becoming aware of complaint with a **final response** or report determining the investigation outcome (i.e., substantiation or unsubstantiated) to be completed **within thirty (30) days from the date the Complaint/Grievance** was received. Such final response/outcome report shall be provided to DHHS upon request.

Complaints relating to challenges to the official policies or procedures of DHHS and its Divisions shall not be considered for the purposes of assessing sanctions or liquidated damages.



3. CONTRACTOR/PROVIDER OBLIGATIONS (cont'd)

Ownership of Data:

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, Contract Performance Measure (CPM) data, and all other **material that Contractor has collected, prepared, or produced in carrying out this Contract shall become property of the County** and shall be provided to DHHS upon request. **Medical Records, Protected Health Information, and client case files, including Case Notes, are the property of Provider/Contractor**, are subject to audit by Purchaser or designee and shall be made available to DHHS upon request, and shall be retained by Provider/Contractor subject to County record retention policy at Provider's expense.



3. CONTRACTOR/PROVIDER OBLIGATIONS (cont'd)

Ownership of Data:

Excluding Protected Health Information regulated under HIPAA, any reports, information, and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of DHHS. Contractor/Provider represents and warrants that Protected Health Information will only go to intended parties to whom such disclosure has been authorized or permitted under HIPAA

No reports, documents, or software produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor/Provider.



3. CONTRACTOR/PROVIDER OBLIGATIONS (cont'd)

DHHS Marketing/Informing Requirements

Provider/Contractor/Subcontractor agrees to abide by Milwaukee County Department of Health and Human Services (DHHS) Marketing/Informing requirements. Provider/Subcontractor **must include the DHHS logo and acknowledge that the service is subsidized by DHHS on all print materials**, including, but not limited to materials, flyers, brochures, letters, and pamphlets and press releases that directly mention or indirectly relate to service(s) **funded or subsidized by DHHS** that the Provider/Contractor/Subcontractor intends to distribute to its members and/or service recipients concerning its DHHS affiliation(s), changes in affiliation, or information relating directly to the DHHS-affiliated client/service recipient population(s).



3. CONTRACTOR/PROVIDER OBLIGATIONS (cont'd)

DHHS Marketing/Informing Requirements

The DHHS logo can be accessed by going to this link: (To Be Provided). **Electronic narrative**, such as social media posts or website content, related to a DHHS-subsidized service **must also acknowledge that the service is subsidized by DHHS**. Services may include public service announcements, various forms of electronic advertisements, social media campaigns, etc. Refer to DHHS Policy 005, Provider Obligations (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>). Per DHHS Policy 005,

Notwithstanding division/program policy requirements, **Provider must immediately refer all media inquiries related to a subsidized DHHS service to DHHS's Communications Manager and Public Information Officer at 414-289-5885, or secondarily, to the County Executive's office at (414) 469-3493. Any contractor or subcontractor questions related to communication, branding, and/or marketing policies should be referred to the DHHS Communications and Public Information Officer at 414-289-5885, or secondarily, to the DHHS Community Programs Coordinator at 414-289-5973.**



3A. EMERGENCY PREPAREDNESS AND RESPONSE PLAN

In order for Provider and Participants/Service Recipients that Provider serves to be prepared for (and respond to) emergencies such as epidemic, pandemic, or other natural or man-made disaster, public emergency, or any other internal or external hazard that threatens Participant's/Service Recipient's, Provider's staff, and/or visitor's life and safety;

And, in order to comply with federal, state and local requirements, which includes all reporting requirements in compliance with HIPAA and Equal Employment Opportunity (EEO) standards;

Provider shall have a written Emergency Preparedness and Response Plan (EMP), to be retained by the Provider and made available to Purchaser upon request.

Refer to **Policy 002, Emergency Preparedness and Response Plan**; policy can be found at:

²³
<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>



4. COMPENSATION

- Wis. statutes allow a **surplus** when an agency is a non-profit, non-stock corporation organized under Wis. Stat. Ch. 181 and the agency provides client services on the basis of a unit rate. Provider can retain from surplus up to 5% of the revenue received under the contract.
- However, notwithstanding the above, it is hereby specified that such **surplus or reserves are not allowed** for any non-profit, or non-stock corporation **for Federally funded programs**, e.g., Social Service Block Grants (SSBG), Substance Abuse Block Grants (SABG), etc. Contractor retention of surplus or reserves will not be allowed without prior approval of DHHS and will be evaluated on a case-by-case basis, based on the compliance requirements of the Federal program under which the contract is funded. Said surplus or reserves may be allowed based on the level of non-match Milwaukee County funding involved in the program.



9. INSPECTION OF PREMISES AND COUNTY SITE AUDITS

- Inspection and access to requested records shall be permitted without formal notice at any times that care, and services are normally being furnished. Failure or inability to provide requested records within the timeframe specified may result in audit findings or imposition of other forfeitures or sanctions.
- Contractor and County mutually agree that County or County's representatives..., reserve the right to review..., email communications or other electronic communication media, records and/or logs, current and former Direct and/or Indirect Service Provider files and employment records, client attendance and case records, billing and accounting records...,and perform such additional audit procedures as may be deemed necessary and appropriate,
- County also Reserves the right to interview current Direct and/or Indirect Service Providers.



9. INSPECTION OF PREMISES AND COUNTY SITE AUDITS (cont'd)

- The Contractor..., shall allow..., Designated Personnel and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies **at no cost to purchaser** of any and all records of the Contractor..., related to the terms and performance of the Contract for a period of up to seven (7) years or as required by DHHS Policy 005...
- **All subcontracts** or other agreements for work performed on this Contract will **include written notice that the subcontractors or other parties understand and will comply with the terms and conditions of this Contract.** **Provider will provide copies of such subcontracts upon County's request.**
- The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of **Section 34.09 (Audit) & Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse)** of the Milwaukee County Code of General Ordinances.



11. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS COMPLIANCE (CRC), AND EQUAL EMPLOYMENT OPPORTUNITY

Contractor with **fewer than 50 employees OR** Contractors **receiving less than \$50,000** in funding or payment from Milwaukee County are required to file a **Letter of Assurance** with Milwaukee County Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, WI 53203.

Contractor with **50 or more employees AND \$50,000 or more in funding or payment from Milwaukee County** must develop and submit within **120 day** of contract award) an **Affirmative Action Plan** to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Division of Audit, 633 W. Wisconsin Avenue, Suite 904 Milwaukee, WI 53203, [Telephone No.: (414) 278-4292].

If you have a **direct contract with the State of Wis.** or are a subrecipient of State funds, the instructions for the CRC LOA and CRC Plan are listed on the DHS and DCF websites:

DHS: <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm>

DCF:²⁷ <https://dcf.wisconsin.gov/civilrights>



11. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS COMPLIANCE (CRC), AND EQUAL EMPLOYMENT OPPORTUNITY

- In accordance with Section 56.17 of the Milwaukee County General Ordinances, *Nondiscriminatory Contracts*, and *Title 41 of the Code of Federal Regulations, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, Seller or Successful Bidder or Contractor or Lessee or Applicant, (Hence forth referred to as **Vendor**) **represents and warrants to Milwaukee County as to the above and agrees that the terms of its certification are hereby incorporated by reference into any contract awarded.**
- **Failure of a contractor or applicant to comply** with any provision of the regulations in this part shall be grounds for the **imposition of any or all of the sanctions authorized by the order.** The rights and remedies of the Government hereunder are not exclusive and do not affect rights and remedies provided elsewhere by law, regulation, or contract; neither do the regulations limit the exercise by the Secretary or Government agencies of powers not herein specifically set forth, but granted to them by the order.



13. INDEMNITY

Public Records Request:

- In the event that County receives a **request to disclose** any Contractor information defined as “**Confidential Information**” or labeled as such by Contractor, County will provide Contractor notice of the public records request to enable Contractor to justify withholding the information, with specific reference to applicable exception(s) to disclosure under Wis. Stat. § 19.31 et seq. or applicable case law, regarding such required disclosure by County. In the event the designation of “Confidential Information” of such Contractor information is challenged by the requestor and Contractor resists disclosure by County,
- **Contractor hereby agrees to provide legal counsel or other necessary assistance to County to defend the designation of confidentiality and agrees to indemnify and hold County harmless** for any costs or damages arising out of County’s agreement to withhold such Contractor information from disclosure.



15. WITHHOLDING OF PAYMENTS

Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional documents and/or information by County. **County may withhold payment entirely or impose other liquidated damages** (see DHHS Policy 005, *Contractor/Provider Obligations*) until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.



16. CONTRACT TERMINATION

- C. Provider must provide **notice of Discontinuation of agreed upon service(s)** under this agreement upon **no less than 90 days' notice** with or without cause, except **termination of contract which requires 120, day prior notice.**

Provider shall assist in **orderly transfer/transition** of Participants/Service Recipients to new provider(s) as directed by Purchaser **and provide copies to Purchaser or to client's new Provider with client consent,** all required **service documentation, case notes, treatment and/or services records,** medical files and personal records, which are required by the new Provider, or Purchaser, to provide proper services to the Participants/Service Recipients at current Provider's cost.



16. CONTRACT TERMINATION (cont'd)

K. Contractor shall notify County, in writing, **within 5 business days (according to section 32. NOTICES)** whenever it becomes aware of its inability to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services.

M. In the event of **termination for cause**, the County will provide Contractor **10 days notification** in writing in accordance with the Section of this Contract regarding “Notices .”

O. When agreement is terminated, the Contractor shall not incur new obligations for the terminated agreement after the effective date, **except for extension, by mutual agreement, for the orderly transition of Participants**, and Contractor shall be responsible for all outstanding obligations after the effective date of the termination.



20. ASSIGNMENT AND SUBCONTRACT LIMITATION

All subcontractors must adhere to the same terms, requirements and provisions as required of contractor in this contract.



27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND OTHER INFORMATION SAFEGUARDS

All electronic correspondence, such as emails, instant messaging, text messages, etc. must conform with HIPAA security rules. Any electronic correspondence that includes electronic **Protected Health Information (ePHI)**, or **Personally Identifiable Information (PII)** that may associate service recipients/clients with **PHI must be safeguarded by the sender**. HIPAA-covered entities must apply **reasonable safeguards** when transmitting ePHI to ensure the confidentiality and integrity of data.

Safeguards may include, but are not limited to, **password protection or encryption of electronic correspondence, or secure data servers and transmission of links to users**. Recipient/client names and other **PHI should not be included in message headers including the subject lines, or the to and from lines of emails** even when messages are protected with encryption in transit. Recipient/client names and other **PHI should only be sent to individuals authorized to receive that information**.



27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND OTHER INFORMATION SAFEGUARDS

Contractor/Provider represents and warrants that it will apply reasonable safeguards to ensure that email communications containing Protected Health Information only go to intended parties to whom such disclosure has been authorized or permitted under HIPAA. Sending emails containing PHI to an incorrect recipient is an unauthorized disclosure and a violation of HIPAA. Unprotected electronic communication of recipient/client PHI is high risk, and an **unauthorized disclosure of PHI may result in imposition of penalties, fiscal forfeitures and/or other sanctions up to and including immediate termination of contract.** Transmission of ePHI must conform to DHHS divisions' respective HIPAA and PHI Policies and Procedures' security rules. Without limiting any other indemnification obligations contained herein, **Contractor/Provider will indemnify, defend and hold [County] harmless from and against any and all penalties, fees, costs, losses, damages, claims, forfeitures, and/or other sanctions arising from or related to Contractor's/Provider's violation of HIPAA and/or unauthorized disclosure of PHI, PII, or ePHI to any party.**



27. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND OTHER INFORMATION SAFEGUARDS

Following Notice must be used in all emails containing Confidential PHI and PII.

CONFIDENTIALITY NOTICE:

This electronic mail message and any attached files contain information intended for the exclusive use of the individual or entity to whom it is addressed and may contain information that is proprietary, privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient (or the person responsible for delivering this document to the intended recipient), you are hereby notified that **any viewing, copying, printing, disclosure or distribution of this information is strictly prohibited** and may be subject to legal restriction or sanction. **Please notify the sender, by electronic mail or telephone, of any unintended Recipients and permanently delete the original message and any copy of this e-mail and printout thereof.**



30. CONTRACT PERFORMANCE MEASUREMENT

Purchaser may consider Contractor performance history in consideration of Service Recipient referrals and in termination, contract award or non-renewal decisions about this Contract. For services/programs that do not have currently identified DHHS Contract Performance Measures (CPMs), Performance Measures/outcomes may be developed which reflect Service Recipient satisfaction, consumer feedback, compliance with Contract and/or Policies and Procedures, and Service Recipient outcomes, conformance with evidence-based practices or required service protocols, or other performance domains. When Performance Measures/outcomes are identified by DHHS, Contractor must adhere to Purchaser reporting requirements.

Purchaser reserves the right of non-renewal, early termination of contract, or reallocation of contract funding to other services or programs because of, but not limited to, low referral/utilization, unsatisfactory service quality, performance as identified by CPMs, or other quality reviews.

Development, evaluation, and revision of CPMs is an ongoing process under which Purchaser reserves the right to develop new CPMs or revise CPMs at any time during the term of this agreement and notify Provider of changes via email. Said changes shall be incorporated into this agreement as if physically attached hereto.



30. CONTRACT PERFORMANCE MEASUREMENT (cont'd)

ASSESSING PERFORMANCE IN DELIVERY OF SERVICES

The Purchaser retains sole authority to determine whether the Provider's performance under the contract is adequate. The Contractor agrees to the following:

- A. The Provider shall allow the Purchaser and Purchaser's representatives to inspect the Provider's facility or work site where services are being provided at any time for the purposes of ensuring that services are being provided as specified in the Contract, Service Plan, and/or statement of work.
- B. The Provider shall submit all contract performance measure reports and other required service-related reports or as requested by the Purchaser.
- C. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation deemed necessary by Purchaser to adequately assess Provider performance, such as during a compliance or fiscal audit or administrative review.
- F. The Provider shall cooperate with the Purchaser in implementing the Purchaser's **tools and processes** for assessing client experience with services.
- G. If there are identified concerns, the Purchaser reserves the right to require Provider to develop and implement a corrective action plan to address concerns.



**MILWAUKEE
COUNTY**

31. WHISTLEBLOWER POLICY

Provider represents and warrants that it will comply with the provisions of the Sarbanes-Oxley Act of 2002 (SOX), as applicable to specified organizations including nonprofit as well as other state and/or federal whistleblower protection laws.

The Milwaukee County Department of Health and Human Services (DHHS) requires all Providers contracting with the department under this Agreement, or any other agreement with DHHS, to adopt and implement a whistleblower policy, which shall be made available upon request, per **DHHS Policy 003**,

Whistleblower Policy available at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>



32. NOTICES

17. Inform Purchaser of any **investigation, suspension and/or status change/outcome** of the Provider organization, Provider staff and/or all other agency representatives by **CMS, OIG**, or any other governmental entity within **two (2) business days**.

18. Inform Purchaser of any complaints, whether clients/service recipients, Provider, or the public. Said **complaints must be documented and reported to DHHS within ten (10) business days of receipt**, or of becoming aware of the complaint in order to confirm that necessary actions are taken to ensure the health, safety and welfare of clients, providers, and public.



33. CONTRACT CONTENT

Reimbursement rates (rate per unit of service) for services under this Contract **may be changed at any time during the term of this Contract without the need for prior notification from Purchaser.**

Notification of any change in reimbursement rates for services during the contract term, or any extension thereof, will be provided to Contractor **via email** and accomplished by **revision of Financial attachments without the need to amend this Contract** or seek approval or authorization from any governing board, e.g., County Board of Supervisors or Mental Health Board.



QUESTIONS?

- Please ask your question in chat box. Please also add the Division/Network/Area before the question, so we know who can answer your question. We will try to answer them at the end of presentation. If it is a common questions put General on top. Answers provided are provisional.



Break



Contract Performance Measures (CPM) & Reporting

- Performance Based Contracting has identified service outcomes and measures used to determine if the outcomes have been met.
- Programs may be paid with a Performance Based reimbursement having a requirement to submit evaluation measures to which payment is linked (at an interval to be determined by DHHS).
 - Performance Collection Tools are used to report to DHHS achievement of performance goals at an interval determined by DHHS.
- Annual Evaluation Report (Logic Model) includes:
 - agency's achievement of performance goals identified in the Contract
 - any other outcomes that agency is measuring

NOTE: Collection Tools and Logic Models are not required to be submitted for programs for which BHD has identified CPMs.



Contract Performance Measures (CPM) & Reporting

Annual Evaluation Report on Logic Model (Purchase of Service contracts only):

All evaluation reports delineating outcome achievement for Contract Performance Measures (CPM), except the Birth to 3 Program, are due annually for Jan. to Dec. 2021 on the 2nd Friday in May i.e., May 13, 2022 at: DHSCA@milwaukeecountywi.gov. Birth to 3 reports are due every six months in Jan and July for the previous six months to the same email address. These reports are due in addition to CPM collection tools and reports submitted on respective due dates.



Dept-wide Policy Updates

Emergency Preparedness and Response Plan, Policy No. 002 ~ New Policy Name

- It is the policy of Milwaukee County DHHS that Provider needs to be prepared for and respond to any emergencies such as epidemic, pandemic, or other natural or man-made disasters, public emergency . . .
- Agency Emergency Preparedness and Response Plan (EMP) must be in compliance with HIPAA and Equal Employment Opportunity (EEO) standards
- Training and Testing of EMP added to Policy
 - Training to be completed within 90 days of hire and annually
 - in compliance with Federal, State, County or other governing body requirements
 - Testing exercises based on risk assessment
- EMP example attached to the Policy. Note disclaimer; information in this document is provided for general informational purposes only and may not reflect the current federal, state, and/or county rules and regulations, etc. Respond as not applicable to sections that do not apply and add any information that will enhance the plan.
- Plan to be retained by Provider and made available upon request.



Dept-wide Policy Updates (cont'd)

Critical Incident Policy No. 010 ~ New Policy

- To ensure timely and accurate documentation and notification of Critical Incidents (CIs) and that necessary actions are taken to ensure the health, safety and welfare of clients and providers.
 - * within 24 hours of becoming aware of incident
- Policy outlines and defines the CIs that must be reported on and follow up action taken.
- Critical Incidents must be reported to DHHS in writing to **DHHSCI@milwaukeecountywi.gov** using DHHS CI (fillable) Form.
 - For Children's Community Mental Health Services and Wraparound Milwaukee, Providers must submit their CI Forms via File Store in Synthesis.
- Location to Access CI Policy and Form: **<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>** or at Division and/or Network locations as specified on Policy.



Protecting/safeguarding electronic correspondence (ePHI or PII)

- Caregiver Background Checks (CBCs)
- Critical Incident Forms
- Performance Based Tools
- Service Recipient Records (i.e., case notes, treatment plans, etc.)
- Prior Authorizations of services

All Emails (or attachments) containing electronic correspondence must conform with HIPAA security rules. Any electronic correspondence that includes electronic Protected Health Information (ePHI), or Personally Identifiable Information (PII) that may associate service recipients/clients with PHI must be safeguarded by the sender.



Other QA ~ Reminders and Notices

- Visit DHHS Contract Management (or program respective) portal regularly to ensure use of current Add Delete Form and Updated Policies.
- All Providers must be approved by DHHS prior to the start of service.
- Carefully review your Add Delete Forms prior to submission for accuracy and completeness.
- Conduct agency review of Caregiver Background Checks prior to submitting. If the Offense requires further documentation from Clerk of Courts submit all the documentation with your initial submission. If barred offense, no need to send for Approval.
- In 2022, DHHS will be moving to a revised Staff Roster/Add Delete Form which allow agencies to identify multiple programs and services authorized for each service provider – more to come!



Insurance & Audit Requirements

Insurance Requirements

Audit and Accounting Requirements

Developing & Maintaining Budgets & Financial Records

General Information on Allowable Costs

Audit Requirements and Waiver Procedures



Insurance Requirement

- **Waiver of Subrogation:** Continues to be required for all insurance types, by endorsement in favor of Milwaukee County (Including Directors, Officers, employees and Agents) is also required. A copy of the endorsement shall be provided, for General Liability, Automobile Liability, Malpractice, Excess/Umbrella Liability, and Worker's Compensation insurance
 - **Professional Liability insurance does not require a waiver of subrogation.**
- **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 County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturer's, affiliated companies, contractors, subcontractors, and their insurers.**

Insurance Requirement (cont'd)

All parties shall, at their sole expense, maintain the following insurance:

- **Commercial General Liability Insurance** including contractual coverage: The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit \$1,000,000

General Aggregate Limit \$2,000,000

Products – Completed Operations Limit \$2,000,000

Personal and Advertising injury Limit \$1,000,000

Insurance Requirement(cont'd)

Business Automobile Liability Insurance:

- Should the **performance of this Agreement involve the use of automobiles**, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least **\$1,000,000 per accident** for bodily injury and property damage combined.

Workers' Compensation Insurance:

- Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state, e.g., sole proprietorships, single-member LLCs, etc.

Insurance Requirement, (cont'd)

Employers Liability Insurance:

- Such insurance shall provide limits of not less than \$500,000 policy limit

Professional Liability/Errors and Omissions:

Need assessed on a case-by-case basis based on SOW

- This insurance should insure the professional services of the Contractor for the scope of services to be provided under this contract. Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate.

Insurance Requirement (cont'd)

Excess/Umbrella Liability Insurance:

- (7.) Optional - Excess/Umbrella Liability Insurance:
- The insurance coverages specified in (1.), (2.), (4.) may be obtained through any combination of primary and excess or umbrella liability insurance.

Malpractice Insurance:

- Such insurance shall provide limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate
 - This requirement applies to any licensed health care provider

Worker's Compensation Insurance

- All providers shall have Worker's Comp coverage for all **employees and Independent Service Providers**.
- All provider agencies, including sole proprietorships or partnerships, regardless of the type of legal entity, number of employees, etc., are required to have Worker's Comp Coverage.

Insurance Requirement (Cont'd)

- Professional Liability: If the services provided constitute professional services, Provider shall maintain Professional Liability (E&O) coverage. Includes Certified/Licensed Mental Health & AODA Clinics.
\$1,000,000/\$3,000,000
- Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 of state statutes : \$1,000,000/\$3,000,000

Insurance Requirement (cont'd) (waiver requests)

Although we are available to assist, 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 Management
633 W. Wisconsin Ave. Ste. 750
Milwaukee, WI 53203

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

Insurance Requirements (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 to compliance with “additional insured” endorsement are:
 - Transport companies insured through the State “Assigned Risk Business” (ARB).
 - Professional Liability (E&O) where additional Insured is not allowed.

Insurance Requirements (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 304
Milwaukee, WI 53205

➤ *In some cases, this may be a change from prior contracts

Insurance Requirements (cont'd)

- **Please Note:** The insurance requirements contained in the Agreement are subject to periodic review and adjustment by the Milwaukee 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.

Who Must Have An Audit?

- Audits are required by State Statute if the care & service purchased equals or exceeds **\$100,000 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 (online at <https://www.dhs.wisconsin.gov/business/audit-reqs.htm>) or DCF Provider Agency Audit Guide: <https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf>
- ALL Providers that receive \$750,000 or more in federal awards must also have audit performed in accordance Office of Management and Budget (OMB) *Uniform Grant Guidance under Part 200* online at: http://www.whitehouse.gov/omb/grants_docs

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 (for calendar year contractors, May 31). 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.

Audit 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 304
Milwaukee, WI 53205

➤ Email: dhsca@milwaukeecountywi.gov

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 <\$150,000 is considered low risk)
- Waiver Request must be submitted to DHHS Contract Administration at **least 30 days prior** to audit due date (generally by May 31st for calendar year fiscal years).

Audit Options and Waivers

- Acceptable audit reports are Agency-wide Audit or **Program Audit** (program audits are less costly).
- However, program audit will restrict overhead and administrative costs to 10% of overall costs
- DHHS has been approving Audit Waivers for Fee for Service contracts mainly on basis of **economic hardship** (costs in excess of 5% of contact are deemed a 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:**
<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>

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;
- 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 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
- Contracts cannot be renewed until audit fiscal recoveries have been repaid, or a mutually agreeable repayment plan is in place and Contractors is current with the plan.
- Milwaukee County Director of Audit Services Division, 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, Contractor consents to use of Statistical Sampling & Extrapolation as means to determine amounts due.



Names & Address for Submissions

Submit paper copy of Audits to:

Dennis Buesing
DHHS Contract Administration
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205 Phone: (414)289-5850

Email soft copy of Audit to:

DHHSCA@milwaukeecountywi.gov

For Any Question regarding waiver, allowable cost, audit etc.

Contact:

Sumanish Kalia, CPA Phone: (414) 289-6757

Email: sumanish.kalia@milwaukeecountywi.gov

Names & Address for Submissions, contd.

All Audit Confirmations:

Wendy Woodruff
Accounting Manager
DHHS Behavioral Health Division
9445 Watertown Plank Road Suite
Wauwatosa, WI 53226

Phone: (414)257-6269

Email: DHHSAudit@milwaukeecountywi.gov

Important Dates

Document	Date Due
2021 Final Invoice Submission	Jan 21, 2022
Annual Evaluation (all except B-3)	May 13, 2022 (2nd Friday of May) for period Jan. to Dec. 2021.
Annual Evaluation for B-3	B-3 semi-annually: due February 1, 2022 for period July 1- December 31, 2021 due August 1, 2022 for period January 1- June 30, 2022
	<i>If the program moved to new standardized outcomes in 2021, only report period covered by standardized outcomes</i>
Performance Collection Tools Submission	DUE last Monday of the month after report period end
	<input type="checkbox"/> CYFS – tools due: April, July, Oct and Jan April 25, July 25, Oct 31, 2022 and Jan 31, 2023 (TBD)
	<input type="checkbox"/> ADS – tools due: July and Jan July 25, 2022 and Jan 31, 2023 (TBD)
	<input type="checkbox"/> Housing - tools due: July and Jan July 25, 2022 and Jan 31, 2023 (TBD)
Annual CPA Audit Submission Date	June 30, 2022
Request for CPA Audit waiver or extension	May 31, 2022



Other Important Submissions

Document	Date Due
Revenue and Expense Reports	Submit monthly invoice within 10 business days of the following month except Birth to three(refer to invoice for more details)
Performance Invoice (part of Rev & Expense Report)	Submit monthly invoice within 10 business days of the month after submitting collection tools
	Quarter ending March 31: Bill due with April Invoice in May ; For 2022 it is May 13
	Quarter/Semi Annual ending June 30: Bill due with July Invoice in August; For 2022 it is August 12
	Quarter ending September 30: Bill due with October Invoice in Nov; For 2022, it is Nov 14
	Quarter/Semi Annual/Annual ending Dec 31: Bill due in January with Final Invoice usually second week of Jan
Add-Delete Form and CBC for addition	10 days before hire or change in program
Add-Delete Form for termination	Within 2 days of termination or being aware of any new conviction or debarment

DHHS BHD Email Boxes

EMAIL BOX	Submission Items & Required Documents	
dhhsca@milwaukeecountywi.gov	Soft copy of annual CPA audit	
bhdimpaneling@milwaukeecountywi.gov	Add-Drop Forms Staff Rosters for CARS	Caregiver Background Checks (if encrypted) <i>otherwise fax them</i>
<u>bhdhospitalimpaneling@milwaukeecountywi.gov</u>	Hospital adds	
bhdcredentialing@milwaukeecountywi.gov	Credentialing applications	<i>Please encrypt all HIPPA information</i>
bhdproviders@milwaukeecountywi.gov	Other Contract related inquiries	
dhhsaccounting@milwaukeecountywi.gov	POS Invoices	



DHHS Email Boxes

EMAIL BOX	Submission Items & Required Documents		
dhsperf@milwaukeecountywi.gov	Performance Collection Tools and Performance Outcomes Summary		
dhhsabc@milwaukeecountywi.gov	Add Delete Form, CBC		
dhhsaccounting@milwaukeecountywi.gov	Rev & Exp Reports		
dhhsca@milwaukeecountywi.gov	Staff Roster, Electronic Budget, Evaluation Report on Logic Model, Softcopy of Annual CPA Audit Report		
dhhsaudit@milwaukeecountywi.gov	Audit Confirmation requests		



Question - Whom to Contact? (POS)

Contract Service Coordinator:

Contract related Question, Billing (DHHS) related questions, Any other submission questions.

Program Coordinator/Manager:

Program-related questions, service delivery and/or standards, provider qualifications, complaints and critical incidents

DHHS BHD Contract Administration Quality Assurance

Add-Drop and/or CBC submissions go to bhdimpaneling@milwaukeecountywi.gov for CARS

Synthesis - Theresa.Randall@milwaukeecountywi.gov for Wraparound

CPA Consultant

Audit and Audit waiver questions, technical help with Budget form

Contact Information

Contract Administration

Dennis Buesing, DHHS Contract Administrator

Email: Dennis.Buesing@milwaukeecountywi.gov

Brenda Smith Jenkins, Manager of Contract & Network Services (BHD)

Email: Brenda.SmithJenkins@milwaukeecountywi.gov

Rachna Kalia, Contract Manager (DHHS)

Email: Rachna.Kalia@milwaukeecountywi.gov

Lolita Williams, Interim, Manager of Contract Compliance (BHD)

Email: Lolita.Williams@milwaukeecountywi.gov

Sumanish Kalia, CPA Consultant

(Contact for Budget, Audit and Waiver questions)

Email: Sumanish.Kalia@milwaukeecountywi.gov



Contact Information

Contract Administration (DHHS)

Dennis Buesing, DHHS Contract Administrator

Email: Dennis.Buesing@milwaukeecountywi.gov

Rachna Kalia, Contract Manager (DHHS)

Email: Rachna.Kalia@milwaukeecountywi.gov

Kevin Kelly, Contract Services Coordinator (CYFS)

Email: Kevin.Kelly@milwaukeecountywi.gov

Carla Hickmon, Contract Services Coordinator (CYSF- CLTS, Birth to Three)

Email: Carprester.Hickmon@milwaukeecountywi.gov

David Xiong, Contract Services Coordinator (HD)

Email: david.xiong@milwaukeecountywi.gov

Diane Krager, Quality Assurance Coordinator (DHHS)

Email: Diane.Krager@milwaukeecountywi.gov

Cindy Carlos, Office Support Assistant (DHHS)

Email: Cindy.Carlos@milwaukeecountywi.gov



Contact Information

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Email: Sara.Torres@milwaukeecountywi.gov

Carla Kimber, Contract Services Coordinator (BHD)

Email: Carla.Kimber@Milwaukeecountywi.gov

Hannah Harris, Contract Services Coordinator (BHD)

Email: Hannah.Harris@Milwaukeecountywi.gov

Lolita Williams, Contract Compliance Auditor (BHD)

Email: Lolita.Williams@Milwaukeecountywi.gov

Stewart Samantha, Assistant-Contract Management (BHD)

Email: Stewart.Samantha@Milwaukeecountywi.gov



THANK YOU FOR YOUR PARTICIPATION!

Power Point presentation & reference copy of the Contract or Agreement will be available on at:

<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>

(above web link also will be added to WRAP and CARS websites)

Answers to written questions in chat box will be posted online by **January 10, 2022**