

Milwaukee County Department of Health & Human Services	Date Issued: September 13, 2019	Reviewed: By: DHHS Contract Admin	Section: ADMINISTRATION	Policy No: DHHS 005	Pages: 1 of 10
<input checked="" type="checkbox"/> Aging & Disabilities Services <input checked="" type="checkbox"/> Behavioral Health Services <input checked="" type="checkbox"/> Housing Services <input checked="" type="checkbox"/> Children, Youth & Family Services <input checked="" type="checkbox"/> Director's Office/Management Services	Effective Date: September 13, 2019 Revise Date: February 22, 2022	Subject: Contractor/Provider Obligations			

I. POLICY

It is the policy of Milwaukee County Department of Health & Human Services (DHHS) that Contractor/Provider should ensure compliance with the following obligation/requirements, as applicable during the term of the Contract/Agreement, wherein this policy is referenced in.

Terms used in this Policy are the same as defined in the Contract/Agreement it is referenced in.

II. REQUIREMENTS

Provider Level Obligations

- A. Provider understands and agrees that all provisions of this policy are in effect at all times that Covered Services are provided.
- B. Provider understands and agrees that they will provide documentation to verify the identity of all Owners who have a 5% or more interest in the Company; such as a driver's license, passport or social security card, etc.
- C. In the event that the Contract/Agreement establishes a different standard or obligation on a given matter than federal, state, or local laws, rules, or other regulations, the greater standard shall apply. In the event that there are any inconsistencies between this document and other Contract/Agreement items, the following order of priority shall be followed:
 1. This document;
 2. Other DHHS/BHS Policies and Procedures;
 3. The Contract/Agreement
 4. Email or other written communication, unless it is specifically authorizing a waiver or exemption to 1, 2 or 3 above.
- D. Provider agrees to obtain, post, and submit upon request an Occupancy Permit, or equivalent, as required by municipality, which demonstrates that use of the location for Covered Services is permitted.
- E. Provider agrees to have access to a computer with internet capability and a functioning business email address and domain (no personal email) that Purchaser can use for ongoing communication with Provider. Provider also agrees to check email a minimum of once per business day and respond to Purchaser within the requested time limits.

- F. 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 a site review and/or termination of the Contract/Agreement.
- G. Provider agrees that its own policies and procedures are enforceable under the Contract/Agreement, and that those policies and procedures shall be submitted upon request of Purchaser.
- H. Provider shall fully cooperate with any and all program or service evaluation efforts as may be required by Purchaser during the term of the Contract/Agreement.
- I. Provider is required to submit the required documentation, reports, invoices, billings, evaluation reports, BHS Add-Drop or DHHS Add- Delete Forms, and other supportive documentation within the stipulated time as required by Purchaser.
- J. Provider agrees to provide a response to requests from Purchaser or submit required data and/or information and/or required notification(s) per Agreement to Purchaser or the Purchaser's authorized agents, by the timeline specified, or in the format specified by the Purchaser or its agents. If the Provider fails to submit required response, data and/or information to the Purchaser, or the Purchaser's authorized agents, or fails to submit such data or information in the required form or format, by the deadline specified by the Purchaser or its authorized agents, the Purchaser may immediately impose liquidated damages in the amount of \$75 per day for each day beyond the deadline that the Provider fails to submit the response or data or fails to submit the response/data in the required form or format, such liquidated damages to be deducted from the Provider's payments, unless a prior extension (before deadline) has been determined eligible by Purchaser or Purchaser's agents.
- K. Provider agrees to comply with Purchaser required outcomes and measures, or if Provider adopts Provider developed outcomes, Provider must submit for Purchaser approval.
- L. Provider agrees to recognize Milwaukee County DHHS as a funding source in all print materials that reference the contracted program.

Provider Obligations for DSPs and Indirect Staff

Provider understands and agrees that the employment status of individual DSPs or Indirect Staff with Provider is not dependent on approval, denial, or any other administrative action by Purchaser and is solely a matter of Provider discretion. Any administrative decision by Purchaser only affects eligibility of DSP and/or Indirect Staff to provide Covered Services to DHHS clients; and does not affect employment eligibility of individual with Provider.

- M. Provider agrees to abide by the terms of **chapters 48 and 50** Wisconsin statutes requiring Background Checks on all caregivers as set forth in Section Twenty-three (Compliance with Caregiver Background Checks) of the Contract/Agreement, and the terms of the **DHHS Caregiver Background Check Policy and Procedure, No. 001** (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).
- N. In addition to compliance with Caregiver Background Checks regarding barred convictions, Provider will also consider conviction history of any candidate before requesting to add as a DSP and/or Indirect Staff to determine suitability based on a **substantially related test** as described in DHS 12.06 and the terms of the **DHHS Caregiver Background Check Policy and Procedure, No. 001**, per section IV. Requirements, H.

Purchaser will also consider status of probation/parole, extended supervision, deferred prosecution agreement, or participation in a Driver Safety Plan in evaluating eligibility to enter network.

Provider shall conduct subsequent background checks at intervals no greater than those prescribed by the Wisconsin statutes and/or the terms of the **DHHS Caregiver Background Check Policy and Procedure, No. 001**, or as often as is necessary to ensure that Individual DSPs and/or Indirect Staff have suitable backgrounds and are free of any barred convictions at all times that services are delivered.

- O. Provider shall have a written policy which is communicated to all DSP, ISP and Indirect Staff upon hire and no greater than 12 months thereafter requiring immediate (within 24 hours of the event) notification to Provider of any new arrests, charges or convictions. Communication of this policy shall be documented with the employee's signature, dated, and kept in the employee file.
- P. Provider shall obtain a minimum of two favorable work-related references, which must include the phone number and address, to be documented in writing, for any candidate requested to be added as a DSP or Indirect Staff. This documentation shall be retained in the personnel file and submitted to Purchaser upon request. Purchaser reserves the right to consider education in lieu of work experience.
- Q. Provider agrees to notify Purchaser if individual DSP or Indirect Staff are employed by any other Provider in addition to the one with whom the Contract/Agreement is executed.
- R. Where education or degree requirements exist for DSP or Indirect Staff positions, Provider shall obtain and retain a copy of either a diploma or transcript demonstrating that staff meets requirements. Further, Provider agrees that only coursework and degrees from accredited schools shall be recognized by Purchaser, as they may appear on either the United States Department of Education, Office of Postsecondary Education(<http://www2.ed.gov/admins/finaid/accred/index.html>) or the Council of Higher Education Accreditation (<http://www.chea.org/search/>) databases.
- S. Provider is responsible for the supervision of DSPs and Indirect Staff and accountable for the accuracy and completeness of all required Service Documentation.

Unless waived in writing by the Purchaser each DSP shall meet all required qualification (educational/academic and experience) as described in CMS requirements, state statutes, administrative code or Purchaser's Policy, Procedure and/or Program/Service Description as applicable, before seeking approval to provide services to Purchaser's clients.

Provider is responsible for preparing and maintaining written documentation that identifies the hierarchy for oversight of all DSPs and Indirect Staff, and Provider plan related to supervision of all DSP's and Indirect Staff, including the process for review and approval for Service Documentation. Provider is responsible for being the point of contact to mediate any and all matters between Purchaser and DSPs and/or Indirect Staff.

- T. Providers responsible for conducting and documenting written annual performance evaluation for each DSP and indirect staff such documentation to be made available upon request.
- U. Provider shall provide all personnel required to perform the Covered Services. Replacement personnel shall be by persons of like qualification. Written notification of eligibility of new or replacement DSPs and Indirect Staff shall be made per Purchaser Policies and Procedures prior to the provision of Covered Services or having any other contact with Service Recipients or access to Service Recipients personal property or information. Written notification to include notice and eligibility of the Purchaser if Provider personnel are employees of or have any other contractual relationship with County. It is understood that final authority for determining eligibility to be a DSP or Indirect Staff rests with the Purchaser. If an individual employee (DSP or Indirect Staff) is removed or otherwise not eligible, s/he cannot fill a different position connected with Covered Services (for example, a suspended or otherwise removed DSP may not become an Indirect Staff and vice versa).

- V. Provider agrees to maintain a current roster of eligible DSPs and Indirect staff and to notify Purchaser within 5 business days after a DSP is no longer providing covered services. Provider agrees to provide the roster when requested by the Purchaser.
- W. Provider shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing Covered Services to the Service Recipient, except as provided herein, or as identified in Purchaser Policies and Procedures.
- X. A valid driver's license is required to be held by any DSP and/or Indirect Staff who uses a vehicle for any purpose related to the provision of Covered Services. Provider must obtain an initial driver's license abstract prior to requesting staff be added. A new driver's license abstract must be completed at intervals no greater than 12 months thereafter, or as often as is necessary to ensure that license remains valid at all times that services are delivered.

For any DSP and/or Indirect Staff who uses a vehicle for any purpose related to the provision of Covered Services, Provider shall have a written policy which is communicated to all DSPs upon hire and no greater than every 12 months thereafter requiring immediate (within 24 hours of the event) notification to Provider of any change in validity (suspended, revoked, expired, surrendered, etc.) of driver's license. Communication of this policy shall be documented with the DSP's signature, dated, and kept in the employee file. Upon notification from DSP to Provider as described above, Provider shall immediately suspend the DSP from driving for any purpose related to Covered Services and shall notify Purchaser within two (2) business days. If a DSP and/or Indirect Staff fails to report the suspension, revocation, or expiration of his/her license and services are billed during the non-valid period, that DSP and/or Indirect Staff will be subject to termination from providing Covered Services, and all services paid during the non-valid period will be subject to recovery.

- Y. Provider agrees to notify Purchaser within twenty-four (24) hours if Provider is under investigation by CMS, OIG, or any other government entity.
- Z. Purchaser reserves the right to remove a DSP or Indirect Staff from the Provider Network at any time for just cause. If Provider is unable to provide authorized Covered Services, this must be reported to Purchaser. If DSP or Indirect Staff is terminated from Provider for any reason connected to Covered Services, Purchaser must be notified in writing within two (2) business days.
- AA. If DSP or Indirect Staff leaves or is let go from their position serving Milwaukee County clients for any reason connected to services covered in the Contract/Agreement, Purchaser must be notified in writing within two (2) business days if the staff member has access to the Electronic Health Record (EHR) and/or Protected Health Information (PHI) as specified under HIPAA, and Five (5) business days for all other staff. If a Direct or Indirect Service Provider is terminated due to a credible allegation or determination of caregiver misconduct or fraud, the Provider agrees to notify the Purchaser on the BHS Provider Staff Add/Drop or DHHS Add-Delete Form as applicable. Provider agrees not to use DSP in the provision of Covered Services or Indirect Staff who are suspended, debarred, or under investigation by Purchaser or other Federal, State, or Local entities, without prior notification to and approval from Purchaser.
- BB. Where a State of Wisconsin program, agency or DSP license (including a driver's license) or certification is required to provide services under this Agreement, Provider agrees to notify Purchaser within two (2) business days if there is a complaint made to a licensing board or other governing body that the Provider is made aware of, an occurrence of negative findings such as license surrender, suspension, revocation, expiration, or request of forfeiture, fines, plan(s) of correction due to licensing violations that occur.
- CC. Provider shall have more than one employee or Independent Service Provider at their agency, and at least two DSPs for each Covered Service unless prior written approval is obtained, or unless otherwise allowed per Purchaser Policy and Procedure. A request must include a plan which demonstrates formal

arrangements for coverage arising from absences, illness, vacation, etc., and/or variations in program volume.

- DD. Provider shall comply with all applicable wage and payment laws dealing with compensation of DSPs and Indirect Staff, particularly as they relate to withholding pay, wage deductions, and/or making payment of wages contingent upon payment for outcome-based services. Payment of wages cannot be made contingent on payment from Purchaser or outcome of fiscal audit or administration review unless such arrangement conforms to the parameters of Chapter 109 of Wisconsin Statutes.
- EE. In accordance with Wisconsin Fair Employment Law and Department of Workforce Development/Equal Rights Division, an anti-harassment policy must be implemented and adhered to by Providers. A strong and effective policy is required prohibiting workplace harassment, and procedures for addressing such matters when they arise. The policy must be communicated to DSP and Indirect Staff during orientation of new staff (no later than 30 days of hire). DSP's must receive a copy of the agency policies regarding harassment and the procedures for reporting it. Agency must provide and document training sessions related to harassment and retain documentation that all DSP's have received a copy of the agency harassment policies and procedures.

Guidance for creating an anti-harassment policy can be found at following link:

<https://dwd.wisconsin.gov/er/>

Provider Obligations for Service Recipients

- FF. Provider agrees to provide Covered Services for Participants/Service Recipients in accordance with Purchaser's Policies and Procedures, referral form and Service Plan. Any deviations, exceptions, waivers, etc., must be in writing from Purchaser. No Purchaser approved clients will be barred or denied services unless a written approval is received from Purchaser.
- GG. Unless otherwise indicated by the Contract/Agreement, SOW, service/program description and/or Purchaser Policy or Procedure, the following are not billable activities:
1. Travel time to and from Covered Services
 2. Non face-to-face activity, including collateral contacts and phone calls to or regarding client
 3. No Shows
 4. Service Documentation time
- HH. Refer to DHHS Critical Incident Policy 010 for Critical Incident Reporting and Procedural requirements.

Provider Obligations for Service Documentation

- II. In the case of a minor, Service Documentation shall be retained until the Participant becomes 19 years of age or until seven (7) years after Covered Services have been completed, whichever is longer. In the case of an adult, records shall be retained for a minimum of seven (7) years after Covered Services have completed. ***This requirement does not apply to providers with contracts with BHS (for BHS requirements refer Additional requirements for BHS Wraparound and Community Access to Recovery Services (CARS) Providers only).***
- JJ. Provider agrees to maintain Service Documentation as required by the Contract/Agreement and Policies and Procedures including a service specific consent for services signed and dated by the Service Recipient (if age 14 or older) and/or parent/guardian prior to the provision of Covered Services.
- KK. If the Service Recipient is under the age of 18 and is to be transported by a DSP or any other individual under direction of the agency, a transportation consent form must be signed and dated by the child's parent/legal guardian or by the adult Service Recipient prior to the first transport (unless otherwise indicated by policy and procedure). This documentation shall be retained in the case/client file and submitted to Purchaser upon request.

- LL. Provider agrees to maintain and retain Service Documentation as required by all applicable Policies and Procedures. Provider agrees to ensure all DSP's service documentation is legible. The signature of the DSP on service documentation (progress notes, treatment plans, etc.) must contain at a minimum the first and last name, and not contain all capital letters or initials only. Electronic signatures are acceptable per required guidelines mentioned elsewhere in the Agreement.

See Definitions in Contract Attachments for definition of Case Notes. Purchaser reserves the right not to pay for units of Covered Services reported by Provider that are not supported by Service Documentation required under the Contract/Agreement.

Any correction, creation of, or addition to Service Documentation after billing must receive prior approval. Service Documentation otherwise created or obtained subsequent to billing or in response to site review findings will not be accepted as support for payment (including affidavits).

Where Purchaser policy designates, all services covered under the Contract/Agreement requires a Participant or Service Recipient signature verification indicating the services were received documented.

- MM. Provider agrees to ensure that DSPs complete and retain Case Notes prior to billing for Covered Services. In no case shall Case Notes be completed more than 10 days after the provision of Covered Service unless otherwise specified in Scope of Work or Purchaser Policies and Procedures.

- NN. Provider utilizing any Electronic Health Record (EHR) systems for Case Notes or other Service Documentation agrees to abide by Purchaser's Electronic Record Keeping Systems requirements as follows:

Provider may maintain case notes electronically if Provider has a written policy describing the record and the authentication and security policy, in accordance with state and federal standards and laws related to electronic medical records/electronic health records or electronic case notes. This policy shall be submitted to Purchaser upon request.

Electronic Software Systems (ESS) must conform to HIPAA security rules requiring appropriate administrative physical and technical safeguards to ensure the confidentiality, integrity and security of electronic protected health information. ESS must include at a minimum; data integrity, password protection, a back-up system, client confidentiality, as well as safeguards to protect against modification of the record, or unauthorized access.

DSP's electronic signatures may only be used by the person who makes the entry. Provider must possess a statement signed and dated by the DSP, which certifies that only the DSP shall use the electronic representation via use of personal credentials such as login and/or password and do not share personal credentials with any individuals including owners, executives, and officers of Provider. This statement shall be kept in the DSP's personnel file and shall be submitted to Purchaser upon request.

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.

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.

OO. Service Documentation will be on such forms and in such detail as may be required by Purchaser and will be made available to Purchaser and/or Purchaser's agents upon request.

Other Provider Obligations

PP. Except where noted in Policy and Procedure, all billable and non-clinical services performed under the Scope of Work (where DSP is not licensed) are expected to utilize service methodologies that have evidence of efficacy for the target condition. For services where Evidence-Based Practices are not used or not available, the Purchaser reserves the right to request the following from the Provider:

1. A summary description of the purpose of the service, a description of the general activities engaged in, and any evidence based support for the service model.
2. A description of activities by session, stage, or other interval.
3. The specific learning objectives or intended benefit of the service, as well as the intervals and methods for measuring benefit/objectives, and the intervals and methods used to determine whether continuation of services is warranted.
4. Any other protocols.

Provider shall ensure that DSPs are oriented/trained to the curriculum for all Covered Services they are authorized to provide initially within 30 days of hire. Documentation of orientation/training shall be retained by Provider.

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

QQ. Provider is responsible for providing initial training to all DSP's within 90 days from the date of hire unless otherwise indicated per Purchaser Policy and Procedure. For ongoing DSP's, Provider is responsible for providing updated training on an annual basis.

Per Purchaser Policy and Procedure, Initial and Updated Training must be fully documented (and retained in agency or personnel record) to include the following information: subject(s) of training, trainer(s) name, date(s) of training and duration of training(s). Provider training must cover but not be limited to the following subjects: Cultural Intelligence, trauma informed care, client rights, and ethical aspects of care and services, service description(s), as defined by Purchaser and/or State Statute, Provider curriculum, documentation and billing requirements, agency and program applicable policies and procedures, as well as all other applicable county, state, federal rules and regulations.

- RR. Purchaser has the right to survey and test Direct Service Providers related to contract and other policy requirements. Provider shall not utilize a home-based business/site for any office based Covered Services without prior written approval.
- SS. Provider agrees to obtain, retain, and monitor current credentials and licenses for Provider and all DSPs and Indirect Staff, including subcontractors, as required by federal, state, and county regulations and/or Purchaser Policies and Procedures throughout the term of the Contract/Agreement. Provider agrees to cooperate with any impaneling/credentialing procedures, which Purchaser may elect to establish. All licensing and/or impaneling/credentialing requirements are understood to be in effect at all times that Covered Services are provided.
- TT. Provider understands and agrees that the Contract/Agreement may create obligations that exceed those required under licensure and/or other Federal, State, or Local laws and regulation, and that maintaining a license in good standing does not discharge or waive any obligations under the Contract/Agreement. Where the Contract/Agreement creates obligations in addition to, or which exceed, those required under licensing, Provider shall meet the obligations of the Agreement in addition to those required by licensure.
- UU. Where a State of Wisconsin program, agency or DSP license (including a driver's license) or certification is required to provide a Covered Service, Provider agrees to notify Purchaser within 2 business days if there is an occurrence of negative findings such as license surrender, suspension, revocation, expiration, or request of forfeiture, fines, plan(s) of correction due to licensing violations that occur.
- VV. Provider acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders. The Contract/Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin.
- WW. Provider agrees to work collaboratively with Purchaser and its agents, and other Providers in the provision of Covered Services to Participants/Service Recipients.
- XX. Provider agrees that in cases of a physical illness or injury of a Participant or Service Recipient, Provider shall notify the emergency contact as identified in the Referral Form. (Note: Purchaser is not responsible to pay for services related to a physical illness or injury of a Participant or Service Recipient.) In cases of a Participant/Service Recipient psychiatric emergency (situation involving significant risk and/or verbal threats to harm oneself or others), the Provider shall contact: the Mobile Urgent Treatment Team for Wraparound Milwaukee and Children's Court Services Network, the Behavioral Health Division Mobile Crisis Team for CARS Participants/Service Recipients, unless otherwise specified in the Participant's Service Plan.
- YY. Provider assures that adequate steps have been taken to safeguard sensitive client and administrative information contained in Purchaser's automated systems. Provider also assures that only authorized personnel, employees, ISP or subcontractors are accessing the Purchaser's automated systems for purposes required under the Contract/Agreement and not for any other purpose. Further, Provider also assure that the providers and User of the Purchaser's automated systems are aware of Milwaukee County Administrative Directive on Acceptable Use for Vendors and Administrative Directive on Remote Network Access for Vendors Policies and have adequate network security while accessing the Purchaser's automated systems.
- ZZ. In order for Provider and Participant/Service Recipients that Provider serves to be prepared for a natural or man-made disaster, or any other internal or external hazard that threatens Participant/Service Recipients, staff, and/or visitor life and safety, and in order to comply with federal and state requirements, Provider shall have a written Emergency Preparedness and Response Plan (EMP), to be retained by the Provider and made available to Purchaser upon request. All employees shall be oriented to the proposed plan and trained to perform assigned tasks. Said EMP must identify the steps Provider has taken or will be taking to prepare for an emergency and address, at a minimum, all the items per DHHS Emergency Preparedness

and Response Plan Policy and Procedure, No. 002 (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

AAA. 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 a 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).

The DHHS logo can be accessed by going to this link: <https://county.milwaukee.gov/EN/DHHS/Branding>
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.

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.

Additional requirements for BHS Wraparound and Community Access to Recovery Services (CARS) Providers only:

The below requirements (BBB – DDD) supersede any conflicting Contract/Agreement requirements and other conflicting requirement in this or any other DHHS/BHS policy, procedure or requirement:

- BBB. Provider agrees to notify Purchaser within twenty-four hours of the event, if Provider is under investigation, or payments have been suspended by CMS, OIG, or any other government entity.
- CCC. Provider will retain, as applicable, enrollee grievance and appeal records as specified in 42 CFR 438.416, base data in 42 CFR 438.5(c), MLR reports in 42 CFR 438.8(k), and the data, information, and documentation specified in 42 CFR 438.604, 438.606, 438.608, and 438.610 for a period of no less than 10 years.
- DDD. Per 42 CFR 438.3(k), Provider agrees to comply with all audit and record retention and inspection requirements of 42 CFR 438.230(c)(3) (i-iv). Specifically, the State (including the Office of Inspector General), CMS, the HHS Inspector General, the Comptroller General, or their designees have the right to audit, evaluate, and inspect any books, records, contracts, computer or other electronic systems of the Provider, or of the Provider's contractor(s), that pertain to any aspect of services and activities performed, or determination of amounts payable under the HMO's contract with the State. This right to audit will exist for 10 years from the final date of the contract period or through the date of completion of any audit, whichever is later.

Providers are hereby informed that County will be reporting any County withholding of payments to Providers within 24 hours of such withholding to the State of Wisconsin Bureau of Benefits Management (BBM), the Office of Inspector General (OIG) and/or other State and Federal agencies, as required.

Provider Agency Acknowledgement:

I acknowledge that I have accessed the identified DHHS, BHS and Wraparound Provider Network Policies and Procedures, have read, understand, will implement and abide by these Policies and Procedures.

All Direct Service Providers and applicable Agency Staff have received all applicable Policies and Procedures, have read, understand and have been instructed that they (Provider/Staff) must implement and abide by these Policies and Procedures.

I understand that the policies are effective per the date indicated on the policy and/or on other relevant correspondence from DHHS, BHS and Wraparound Milwaukee.

Agency Director's Name: _____

Agency Director's Signature: _____ Date: _____

You can access Wraparound Milwaukee's Policies and Procedures at:
Wraparound Milwaukee's Website:

1. Go to: <http://wraparoundmke.com/quality-assurance/policies-procedures/>
2. Click on Policy name

Milwaukee County BHS – PolicyStat (electronic system that maintains policies for Milwaukee County Behavioral Health Services)

1. Go to <http://milwaukeebhd.policystat.com/?lt=qhaRCXS6xPmzmujl7g3RdN>
2. Type the Policy name and hit SEARCH POLICIES button
3. Click on the Policy Title

If you have any questions, contact Dana James, Quality Assurance Manager, at (414) 257-7595 or dana.james@milwaukeecountywi.gov