

<b>Milwaukee County Department of Health &amp; Human Services</b>	Date Issued:  September 13, 2019	Reviewed: By: DHHS Contract Admin	Section:  <b>ADMINISTRATION</b>	Policy No:  <b>DHHS 009</b>	Pages:  <b>1 of 4</b>
<input checked="" type="checkbox"/> Behavioral Health Division (BHD) <input checked="" type="checkbox"/> Housing Division (Housing) <input checked="" type="checkbox"/> Disabilities Services Division (DSD) <input checked="" type="checkbox"/> Division of Youth & Family Services (DYFS) <input checked="" type="checkbox"/> Management Services Division (MSD)	Effective Date:  <b>September 13, 2019</b>  Revise Date: <b>No Revision</b>	Subject:  <b>CONDITIONAL STATUS, SUSPENSION AND DEBARMENT</b>			

## 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.

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

## II. REQUIREMENTS

### A. Conditional Status

“Conditional Status” is defined as a period of time for up to two years when an agency will be more closely monitored and reviewed for compliance with the provisions of the Contract/Agreement. This monitoring may include site review and requests for documentation/records review.

Monitoring of agencies on Conditional Status may include but is not limited to site review, testing agency leadership and/or DSP and requests for documentation/records review and/or interviews of the DSP, Participant or Service Recipient or their parent, guardian or caregiver.

For agencies on Conditional Status, Purchaser unilaterally may apply solely or in combination the following conditions:

1. Restriction in the number of new referrals the Contractor may receive;
2. Restriction or reduction in the number of currently approved Covered Services the Contractor is allowed to provide;
3. Suspension of currently approved Covered Services the Contractor is providing;
4. Suspension of current services, including removal of Service Recipients.
5. Withholding payment to Contractor for Covered Services pending receipt and satisfactory review of requested information and/or documentation.
6. Modifying the payment method to a cost reimbursement basis;

7. Requiring additional, more detailed financial reports;
8. Performing additional project monitoring;
9. Requiring the Provider to obtain technical or management assistance;
10. Establishing additional prior approvals; or

Other conditions that the Purchaser considers appropriate considering the circumstances  
Agencies Subject to Conditional Status Include:

1. New Contractors

New Contractors will be subject to Conditional Status for two years from the effective date of the initial Contract.

2. Current Contractors

Current Contractors may be placed on Conditional Status when one of the following conditions occurs:

- a. Previous suspension, which may or may not include compliance with a corrective action plan.
- b. Critical incident/complaint, which may or may not include compliance with a corrective action plan.
- c. Addition of new service(s), for the newly added service(s) only.
- d. Findings resulting from a Site Review/audit by Purchaser representative, the Milwaukee County Division of Audit Services and/or representatives of appropriate federal, state or local agencies that document quality and/or fiscal concerns related to applicable Policies and Procedures.
- e. Other material breaches of the Contract/Agreement
- f. Joining network after being terminated for cause earlier (usually after a period of three years).

Lack of compliance with a corrective action plan can lead to further sanctions as referenced in the Contract/Agreement and the “*Milwaukee County Department of Health and Human Services Administrative Probation Policy for Non-Compliance with Contract.*” (See <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>)

## B. Suspension

County shall have the right to suspend the Contractor for a period to be determined by County for any or all of the following reasons:

1. Failure to maintain in good standing required licenses, permits, certifications and/or insurance required by the Contract/Agreement.
2. Contractor has failed to comply or cooperate with a Quality Assurance Review or Audit.
3. Contractor has failed to correct findings or other conditions identified in a Milwaukee County audit, or annual independent audit.
4. Contractor is under investigation as a result of a Critical Incident/Complaint.
5. Contractor is under investigation by CMS, OIG, or other government entities.

6. Contractor is under investigation for fraudulent business practices.
7. Contractor has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
8. Findings resulting from a site review or audit of the Contractor that document quality and/or fiscal concerns related to County policies, procedures, or services.
9. Failure of Contractor to respond to communication from County for a period of 30 days or more.
10. Other breaches of the Contract/Agreement.

Contractors that are suspended will be prohibited from receiving new referrals, may be prohibited from adding Direct Service Providers, may be prohibited from adding new services/programs under the Contract/Agreement, and/or may be prohibited from providing any and all Covered Services for any DHHS clients. Additionally, if the safety or wellbeing of clients is deemed by County to be at risk, County has the right to immediately remove existing clients from said Contractor without notice. Suspension may apply to a single service or to all services within a program or to all programs/services under a contractual relationship with County.

County reserves the right to determine the scope and duration of the suspension, as well as the process/methodology of any investigation resulting from the circumstances leading to the suspension.

The Contractor will be notified in writing in accordance with the Notices Clause of the Contract/Agreement of the reason for the suspension and the decision regarding reinstatement or termination.

Contractor will not be allowed to provide Covered Services or enter into or sign a new agreement with Milwaukee County programs even after the suspension or termination period is over if an amount due from Contractor remains outstanding and/or if an approved and current repayment plan (with no overdue installments) is not in place.

#### Payments to Contractors under Suspension

Suspended Contractors may be paid for authorized and substantiated services provided for clients before or during a suspension. If the suspension is for a specific service or specific service within a specific program, the Contractor may be paid for other approved services provided during the suspension period. However, County reserves the right to withhold payment for all authorized and billed services if the nature of the suspension is for undocumented or otherwise unsubstantiated care provided by the Contractor to a Milwaukee County client or other actions by Contractor which have harmed or threatened to harm the welfare of Milwaukee County clients. Withholding such payments will remain in effect until a County review of the suspension is completed and a determination for reinstatement or termination of Contract is made.

#### C. Debarment by Milwaukee County

Contractor may have any or all agreements with Milwaukee County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with the County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records

including, but not limited to, Provider application, representations/certifications and/or proposals, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of participants/families; failure to comply/cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by the County; failure to correct findings or other conditions identified in a Quality Assurance review, County audit or annual independent audit; any other breaches of the Contract/Agreement.

Department action debarring Contractors from future contractual relationships with the County extends to all owners, partners, officers, board members, or stockholders of Contractor and to all organizations, regardless of legal form of business, in which Contractor or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with the County.

Any Contractor that has had one or more agreements with the County terminated for cause or default, or that has been debarred from contracting opportunities with the County for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Services under any agreement with the County for a minimum of three (3) years from commencement date of termination or debarment.

As provided for in section 1128(c)(3)(B) of the Social Security Act (Act), any Contractor convicted of theft by fraud under Medicare, Medicaid, or any Federal health care program as defined in section 1128B(f) of the Act shall be excluded from eligibility to participate in the Medicare and Medicaid programs, and all Federal health care programs for a minimum of five (5) years. The Act defines a Federal health care program as any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States government.

Contractor, and/or its owners, partners, officers, board members, or stockholders of Contractor and all organizations, regardless of legal form of business, in which Contractor or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business, will not be allowed to provide Covered Services or enter into or sign a new contract with Milwaukee County programs even after the suspension or termination period is over if an amount due from Contractor remains outstanding and/or if an approved and current repayment plan (no overdue installments) has been in place for less than three (3) years.