

## **Contract Amendment for WrapAround Milwaukee BadgerCare Plus Services**

The agreement entered into for the period of July 1, 2013 through June 30, 2015 between the State of Wisconsin acting by or through the Department of Health Services, herein after referred to as the “Department” and Milwaukee County – Wraparound Milwaukee (“County”) is hereby amended effective July 1, 2014.

### **1. Article I – Definitions**

Replace the first paragraph’s reference to “County Board Supervisors of the County of Milwaukee (hereinafter County)” with “Milwaukee County Mental Health Board (hereinafter County)”.

### **2. Article I, I. – Definitions**

Revise the definition of “action” to read as follows:

**“Action”** – The denial or limited authorization of a requested service, including the type or level of service; the reduction, suspension, or termination of a previously authorized service; the denial in whole or in part of payment of service; failure to provide timely services; or failure by the County to act within contract-specified timeframes.

Add the following definitions as new:

**“Advance Directive”** - An advance directive is a written instruction, such as a living will or durable power of attorney for health care, recognized under Wisconsin law (whether statutory or recognized by the courts of Wisconsin) and relating to the provision of such care when the individual is incapacitated.

**“Members with Special Health Care Needs”** - Term used in clinical diagnostic and functional development to describe individuals who require additional assistance for conditions that may be medical, mental, developmental, physical or psychological. All County members meet these criteria and must have a timely treatment or care plan developed for each member with the member’s providers and include member participation.

### **3. Article IV– Functions and Duties of the County**

Create a new section OO.:

OO. ADVANCE DIRECTIVES---- The County must comply with the requirements of 42 CFR 422.128 for maintaining written policies and procedures for advance directives for all adults age 18 or greater, which includes the following:

- The County must maintain written policy and procedures concerning advance directives with respect to all enrolled members age 18 and older.
- The County must inform members that complaints concerning noncompliance with the advance directive requirements may be filed with State through the grievance and Fair Hearing process.

#### **4. Article IV, Functions and Duties of the County**

Revise Article IX, W to read:

- W. APPROVAL OF EDUCATIONAL MATERIALS----Submit to Department for prior written approval educational materials prepared by the County or its contracted providers that refer to the BadgerCare Plus program (including benefit, eligibility, and grievance information). Any mailings sent only to County's members must also be prior approved by the Department. Educational materials prepared by outside entities, such as SAMHSA, are not required to be submitted to the Department.

The Department will review materials as soon as possible, but within 30 days. If no response has been received within 30 days, please contact the DHS Managed Care Section Chief.

#### **5. Article IV- Functions and Duties of the County**

Revise Article IV, X to read:

- X. APPROVAL OF INFORMING MATERIALS----

- a. The County will provide each potential member with the accurate oral and written information he or she needs to make an informed decision on whether to enroll in the program, including the requirements and benefits of the program. Upon enrollment, members must be informed of the right to change providers. Members must be informed annually of their right to disenroll from the program.

Any informing materials for consumers must be preapproved by the Department. The County agrees to submit to the Department for prior written approval any informing materials that refer to Medicaid or Title XIX, BadgerCare Plus or Title XXI or are intended for BadgerCare Plus members. This requirement includes informing materials that are produced by providers under Contract to the County. All informing and educational materials must be written at a sixth grade reading comprehension level, and written in a dialect appropriate for members.

The Department will review and either approve, approve with modifications, or deny all informing material within 10 working days of receipt of the informing materials.

b. Allowable outreach

The County is permitted to perform the following outreach activities:

- Attend activities that benefit the entire community such as health fairs.
- Offer nominal gifts (less than \$5.00 value) to the public at health fairs.
- Offer gifts (valued under \$25) to current members as incentives for a quality improvement strategy. The Department will review any other incentives the County may want to implement on an individual basis.

c. Prohibited outreach

The County agrees not to perform marketing to potential members, unless approved by the Department. This includes the following activities:

- direct and indirect cold calls, whether door-to-door or by telephone
- practices that seek to influence enrollment in conjunction with the sale of any other insurance product, or offers of material or financial gain as an inducement to enroll
- asserting that the member must enroll in the County's program to obtain benefits or avoid losing benefits.

**6. Article XIV – County Specific Contract Terms**

Revise Article XIV, 2 to read:

2. CAPITATION RATE: The monthly capitation rate for each member is \$1,894.22 for the period of July 1, 2014 through June 30, 2015.

**7. Addendum V – Actuarial Basis of Capitation Rate**

Amend Addendum V to read:

**ADDENDUM V**

**ACTUARIAL BASIS OF CAPITATION RATE**

The capitation rate under this Contract is based on State fiscal year 2012 and 2013 utilization data for members submitted by the Wraparound Milwaukee integrated service program. In addition, State fiscal years 2012 and 2013 data on eligible months for members in the WM program from the managed care data system component of the Medicaid Management Information System (MMIS) maintained by Hewlett Packard and the Bureau of Operational Coordination in DHS were utilized. Moreover, information on the costs of mental health services provided in residential care centers (RCC's) and group

homes provided by WM was utilized to develop estimates of the costs of those services covered under the Wisconsin Medicaid State Plan as part of RCC and group home placements. State fiscal years 2012 and 2013 actual paid amounts for services provided to members in the WM program were priced at Medicaid Maximum Allowable Fee Rates detailed in Wisconsin BadgerCare Plus Updates to reflect the estimated costs of these services in a fee-for-service environment. Data for members without capitation payments and claims data for services not covered under the Wisconsin Medicaid State Plan were excluded. An average annual trend of 1.0% was applied to the managed care equivalents developed from this data. In addition, an administrative load of 5.0% was applied to reflect the costs of providing administrative services in these programs.

## **8. Addendum II – Utilization Requirements**

Insert the following sentence as new after the “Crosswalk between BadgerCare Plus, County, and ISP Coding Systems” table:

The County must refer to ForwardHealth Provider Update #2013-13 (<https://www.forwardhealth.wi.gov/kw/pdf/2013-13.pdf>) for updated behavioral health CPT codes to use in utilization data submissions after July 1, 2014.

## **9. Addendum VIII – BadgerCare Plus-Covered Services Provided by County**

In Addendum VIII, II., after the Intensive In-Home Treatment “Addendum VIII Covered Services” table, insert the following sentence as new:

The County must refer to ForwardHealth Provider Update #2013-13 (<https://www.forwardhealth.wi.gov/kw/pdf/2013-13.pdf>) for updated behavioral health CPT codes to determine covered services.

## **10. Article IV – Functions and Duties of the County**

### **Create Article IV, A, 8 as new:**

8. In addition, the County is not required to provide counseling or referral service if the County objects the service on moral or religious grounds. If the County elects not to provide, reimburse for, or provide coverage of, counseling or referral service because of an objection on moral or religious grounds, it must furnish information about the services it does not cover as follows:
  - a. To the Department;
  - b. With the County’s certification application for a BadgerCare Plus contract;
  - c. Whenever the County adopts the policy during the term of the contract;
  - d. It must be consistent with the provisions of 42 CFR 438.10;
  - e. It must be provided to potential members before and during enrollment;
  - f. It must be provided to members within ninety (90) calendar days after adopting the policy with respect to any particular service; and

g. In a written and prominent manner, the County shall inform members via their website and member handbook of any benefits to which the member may be entitled under BadgerCare Plus and Medicaid SSI but which are not available through the County program because of an objection on moral or religious grounds.

**11. Article VIII – Grievance Procedures**

Create Article VIII, A, 19 as new:

19. The County must inform all subcontractors and providers of the County’s member grievance and fair hearing process upon contracting and as policy updates are made. The information shared with subcontractors and providers must include:

- The member’s right to a fair hearing with representation and the process for obtaining a hearing;
- The member’s right to file grievances and appeals, and relevant timeframes;
- The Ombuds’ toll-free contact information in case the member needs assistance in filing a written or oral grievance; and,
- The member’s right to request continuation of benefits during a grievance or fair hearing, and that the member may be liable for the cost if the County’s action is upheld.

**12. Article IV – Functions and Duties of the County**

Amend Article IV, LL – Fraud and Abuse Investigations to create a new section 8.

8. Process for reporting to the Department the number of complaints of fraud and abuse that warrant preliminary investigation, which must include the following details:

- a. Name, ID number
- b. Source of complaint
- c. Type of provider (if applicable)
- d. Nature of complaint
- e. Approximate dollars involved
- f. Legal and administrative disposition of the case, when available.

All terms and conditions of the July 1, 2013 through June 30, 2015 contract and any prior amendments that are not affected by this amendment shall remain in full force and effect.

<b>Milwaukee County - Wraparound Milwaukee</b>	<b>Department of Health Services</b>
Official Signature	Official Signature

Printed Name	Printed Name
Title	Title
Date	Date