



BHD-UHS Contract Overview



CAT Membership

Membership:

BHD Administrator: Mike Lappen*

BHD Chief Operations Officer: Jennifer Bergersen*

BHD Chief Medical Officer: Dr. John Schneider

BHD Budget: Chris Walker*

MHB: Tom Lutzow, Chair

MHB: Mike Davis, Finance Committee

MHB: Mary Neubauer

DHHS Deputy Director: Jeanne Dorff*

DHHS Director: Mary Jo Meyers

BHD Financial: Chris Walker*

DAS Director: Teig Whaley-Smith*

CEX Chief of Staff: Raisa Koltun*

Comptroller: Scott Manske

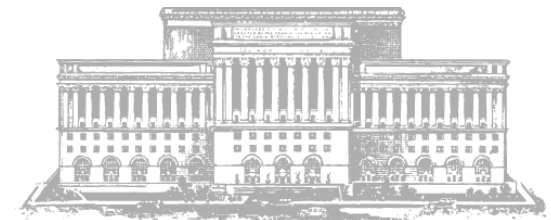
Corporation Counsel: Colleen Foley/Paul Kuglitsch

Risk Management: Megan Rogers/Chris Luttrell

Outside Counsel: Larri Broomfield*

Ex-Officio Member: Dr. Rose Kleman, State of Wisconsin

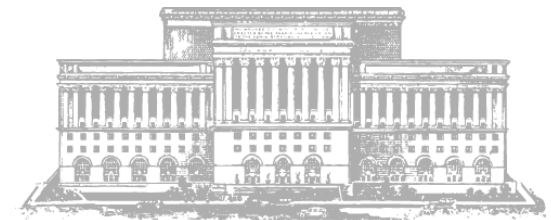
* = Negotiation Team Member





Timeline

Nov. 2014	BHD forms a Facility Administrative Committee (FAC)
April 23, 2015	FAC presents on complexities of owning a smaller facility, MHB authorizes RFP for Acute Care Services.
July 15, 2015	BHD Issues RFP
Oct. 22, 2015	RFP withdrawn, BHD establishes Joint Task Force (JTF) to review Proposals
Feb. 22, 2018	JTF completes review and recommends UHS, Mental Health Board selects UHS
Mar. 26, 2018	CAT Meeting #1 – Established Outline
April 13, 2018	CAT Meeting #2 – Established initial Contract proposal
April – Sept 2018	Negotiations with UHS
Sept. 12 & 18, 2018	CAT Recommendation of Contract
Sept. 26, 2018	Consideration of Contract



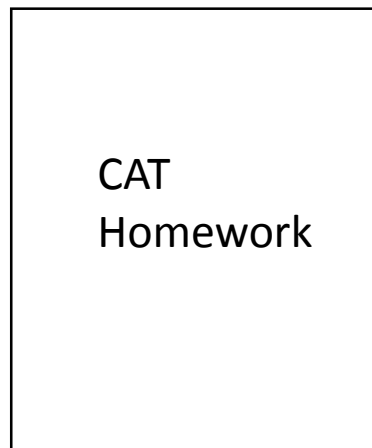
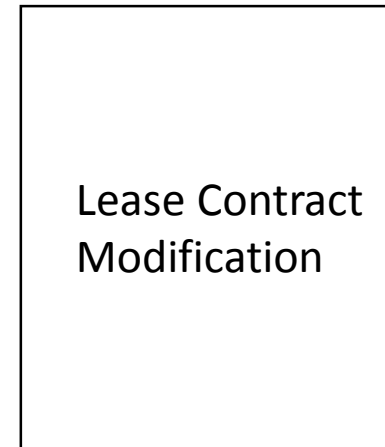
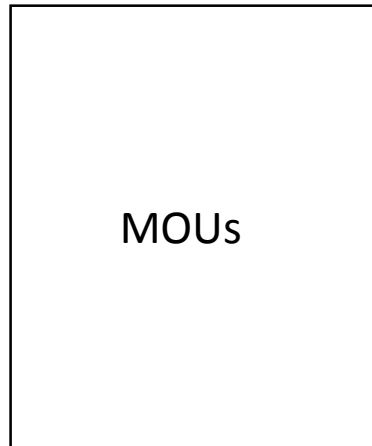


CAT Process: Base Contracts

There are four base documents drafting has begun from:



Template FFS





CAT Process: Overview of Homework

A draft Contract Outline has been produced, which will be reviewed today:

BHD-UHS Acute Care Services

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DRAFT Contract Outline v1 3-26-2018

Doc #	Originating Document (OD)	OD #	Short Title	Description
Contract Provisions				
1	Template FFS; CAT Homework 1 (Lutzow)	1	General Obligations of Provider	Covers providers requirements of occupancy permits, compliance with laws, notice of issues, etc. Also covers provider obligations for indirect staff, consumers, and documentation.
2	Template FFS	2	Compliance with Caregiver Background Checks	Requires provider to comply with MC CHHS Caregiver Background Check Policy and Procedure.
3	Template FFS	3	Confidentiality and Protecting Privacy of Patient Health Information	Requires provider to comply with HIPPA and similar regulations.
4	Template FFS	4	Client Rights	Requires compliance with Mental Health Act (Chapter 51), including non-retaliation for filing complaints.
5	Template FFS	5	Independent Capacity and Relationship	Specifies that provider is an independent contractor and not a legal partner.
6	Template FFS	6	Assignment & Subcontract Limitation	Does not allow assignment or subcontracting without approval of BHD
7	Template FFS	7	Required Disclosures and Prohibited Practices	Requires compliance with 42 CFR Part 455, Part B and similar ethics requirements.
8	Template FFS	8	Equal Rights and Civil Rights Compliance	Requires a non-discrimination and affirmative action plan
9	Template FFS; CAT Homework 1 (Lutzow, Davis, Koltun, Bergeson, Broomfield)	9	Performance Measurement	Data to be reported to include: Average Length of stay, wait times, patient satisfaction levels, refusal arbitration results, safety incidents, investigations. Consider Performance reward/penalty provisions. Consider notice of nationwide vs. local incidents.

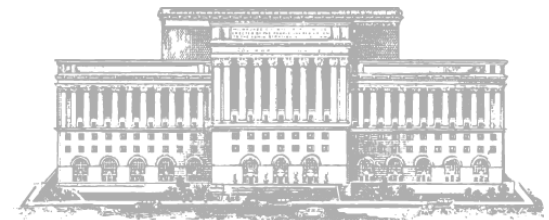




Overview of Contract

- UHS to Build Facility in Milwaukee County (MC)
- The UHS Facility will serve both County referrals and Non-County Referrals
- UHS to be Primary Receiving Facility for all MC Emergency Detentions
- MC financial responsible for the Uninsured (Per Diem Rate of \$950)
- Other Payors billed for Insured Patients
- Medical Exception and Acuity Exception
- Term is 7 years, with MC option to extend 5 times at 5 years each.

See Contract Sections 30, 31.A.1 – A.2





Minimizing State Referrals

UHS specializes in serving consumers that are experiencing high acuity mental health issues. If there is a person with high acuity that requires additional care, the first step in the process is that UHS would ask for a designation of Enhanced Care, where the County would pay an additional \$35 per hour for 1:1 staffing with the Service Recipient. If Enhanced Care is not successful, then UHS may request the Service Recipient be moved to a State Institution, but that may only happen if the BHD Medical Director concurs with the decision. If the BHD Medical Director disagrees with the decision, UHS may appeal to a third-party physician.

See Contract Section 31.A.1





Maximizing Availability of Beds

If UHS is running low on beds, the Contract allows the County to reserve any remaining beds at the daily rate of \$950 each. BHD will also maintain Memorandums of Understandings with existing hospitals to maintain enough beds for Emergency Detention Referrals.

See Contract Section 31.A.1





Role of BHD & Mental Health Board

- BHD still manages and monitor the Contract
- Several appeal procedures that require a decision by either the BHD Administrator and/or the BHD Medical Director.
- UHS will provide quarterly updates to the Mental Health Board
- Mental Health Board has the ability to include two non-voting members on the Board of Governors of the local Milwaukee UHS facility.

See Contract Sections 11 & 36

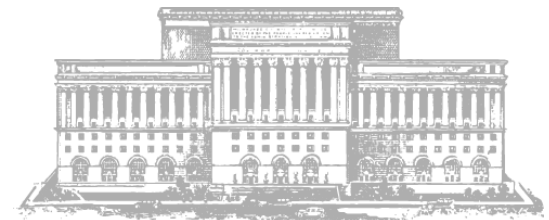




Transition to Community Services

- The Contract includes an acknowledgement of BHD’s values of holistic person centered care, healing focused care, strength based service, cultural reverence, needs driven care, and capacity building.
- The Contract further specifies that Service Recipients are treated by UHS “only until there is no longer a Medical Necessity,” and that UHS will coordinate with County staff for transition to community services.

See Contract Page 3 & Section 29

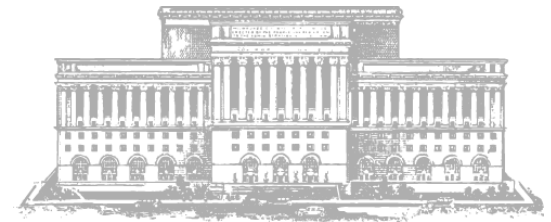




Controls on Length of Stay

- The Contract specifies that Service Recipients are treated by UHS “only until there is no longer a Medical Necessity.”
- At any Time, BHD Treatment Director can appeal Medical Necessity decision to a third-party board certified physician.

See Contract Section 29 &31.2





Handling of Complaints

The Contract requires UHS to develop a Complaints, Grievances and Appeals (CGA) procedure to be approved by the BHD Administrator within 120 days after signing the contract. This CGA procedure will outline a plan for addressing Service Recipient complaints, grievances and appeals in a manner consistent with applicable regulations and best practices.

See Contract Section 1.w.





In the event of Termination

There are several ways the contract could terminate:

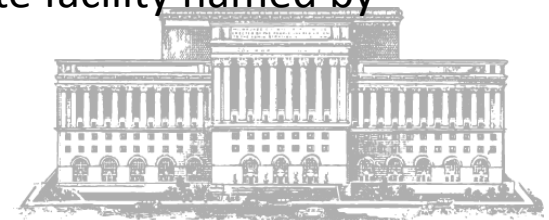
- (a) if UHS does not provide the services agreed to,
- (b) if the County does not make payment, or
- (c) if the County decides not to renew the contract after seven years.

Because of UHS enormous capital commitment to build a new hospital the contract includes an additional payment by Milwaukee County to UHS if:

- (i) the County does not extend the contract for a total of 15 years, and
- (ii) UHS is unable to fill the County related beds with Service Recipients from other Payors.

In any event of termination, the County and UHS have committed to formulate a transition plan to transfer Service Recipients to an alternate facility named by Milwaukee County.

See Contract Section 33.

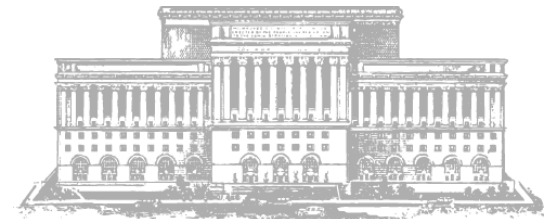




Cost Controls in Place

Because the Contract is on a per diem basis, the best cost control is management of the referral process, Medical Necessity, and ensuring the County is the Payor of last resort. The County has the ability to get a third-party audit of billings and seek reimbursement if necessary. Furthermore, the contract does provide a limitation on inflation of 2%-4% each year.

See Contract Section 14.F and 27





Performance Outcomes in Place

The Contract specifies that in the first year of the Contract, the County and UHS will develop a Local Baseline and negotiate in good faith on future Performance Measure payment enhancements and reductions.

See Contract Section 9.F

