



CONTRACT FOR SERVICES
between
State of Wisconsin Department of Health Services (DHS)
and
<<Name of IRIS ICA/FEA Agency>> for
Include, Respect, I Self-Direct (IRIS) Program

This Contract is between the State of Wisconsin Department of Health Services (DHS), at 1 West Wilson Street, Madison, Wisconsin 53703, <<Name of IRIS ICA/FEA Agency>>. With the exception of the terms being modified by this Contract modification, all other terms and conditions of the existing contract, including funding, remain in full force and effect. This Modification, including any and all attachments herein and the existing contract, collectively, are the complete contract of the parties and supersede any prior contracts or representations. DHS and the Contractor acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing contract as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

Contract ID Number: 435700-W21-IRISProvidr-10 M1

Contract Amount: See rates in Article XV. Payment to IRIS Contractors, in contract issued January 1, 2021

Contract Term: January 1, 2021 to December 31, 2022

Optional Renewal Terms: n/a

DHS Division: Division of Medicaid Services

DHS Contract Administrator: Amy Chartier, Amy.Chartier@dhs.wisconsin.gov

DHS Contract Manager: Dana Raue, Dana.Raue@dhs.wisconsin.gov

Contractor Contract Administrator:

Contractor Telephone:

Contractor Email:

Modification Description: The following changes are made to the contract through this amendment:

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Article I. Definitions

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97. **Vulnerable/High Risk Participant:** a participant who is dependent on a single caregiver, or two or more caregivers all of whom are related to the participant or all of whom are related to one another, to provide or arrange for the provision of nutrition, fluids, or medical treatment that is necessary to sustain life and to whom at least one of the following applies:

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Article III. Contractual Relationship

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I. Termination of the Contract

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6. Declaration of National or State Emergencies or Disasters

In the event of a federal or state declared emergency or disaster, the Department has the ability to modify or waive contractual obligations and regulations that are necessary to address the emergency or disaster. The Department will maintain documentation of any modifications to or waivers of contract requirements. Contractors must follow all relevant ForwardHealth updates and other Department communications issued during a federal or state emergency or disaster.

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Article IV. Contractor Administration

A. General Administration Expectations

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2. The Contractor must comply with all policies, procedures, and requirements specified in the IRIS Policy Manual ([P-00708](#)), IRIS Work Instructions ([P-00708A](#)), and IRIS Service Definition Manual ([P-00708B](#)).

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- 4. The Contractor must have internal control procedures in place to ensure separation of duties for financial and bank account transactions.
- 5. The provider shall claim reimbursement only for the services provided to individual waiver participants that are eligible for and enrolled in IRIS.
- 6. In accordance with 42 CFR § 431.107 of the federal Medicaid regulations, the Contractor agrees to keep any records necessary to document the extent of services provided to recipients for a period of 7 years, but the program requests that these records be retained for 10 years as best practice. Upon request, the Contractor may be required to furnish to the Department, the federal Department of Health and Human Services, or the state Medicaid Fraud Control Unit, any information regarding services provided and payments claimed by the provider for furnishing services under the Wisconsin Medicaid Waiver program. For state policy related to record retention see DHS 106.02, Wis. Administrative Code.
- 7. The Contractor agrees to comply with the disclosure requirements of 42 CFR Part 455, Subpart B, as now in effect or as may be amended. To meet those requirements, and address real or potential conflict of interest that may influence service provision, the provider shall furnish to the Department in writing:
 - a. The names and addresses of all vendors of drugs, medical supplies or transportation, or other providers in which it has a controlling interest or ownership;
 - b. The names and addresses of all persons who own or have a controlling interest in the provider;
 - c. Whether any of the persons named in compliance with (a) and (b) above are related to any owner or to a person with a controlling interest as spouse, parent, child or sibling;
 - d. The names and addresses of any subcontractors, as defined in 42 CFR 455.101, who have had business transactions, as reportable under 42 CFR 455.105, with the provider;

- e. The identity of any person, named in compliance with (a) and (b) above, who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or Title XIX services programs since the inception of those programs.
8. The provider consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the provider to the Medicaid program as a result of an investigation or audit conducted by the Department, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these.

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B. FEA-Specific Administration Expectations

Internal Revenue Service Registration

The FEA is responsible for registering and maintaining good standing with the United States Treasury, Internal Revenue Service Revenue, Proc. 70-06 ([Form 2678](#)).

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C. Liability Insurance

Contractors are required to maintain specific forms of insurance for their agency. If operating under a subsidiary or related party organizational structure, Contractors must maintain required coverage at the subsidiary or related party level. Annually, during the recertification site visit, contractors will be required to provide to their Contract Specialist current certificate(s) of insurance demonstrating the following forms of coverage:

1. Documentation of Workers Compensation insurance or applicable exemption, if the contractor is self-insured;
2. Commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out this contract with a minimum coverage of one million dollars (\$1,000,000) per occurrence liability for bodily injury and property damage including products liability and completed operations;
3. Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract, with a minimum coverage of one million dollars (\$1,000,000) per occurrence combined single limit of automobile liability and property damage;
4. Professional Liability (malpractice) with a minimum coverage of one million dollars (\$1,000,000) per occurrence;
5. Director and Officers liability or equivalent coverage specific to the entity structure;
6. Umbrella coverage; and Employee Dishonesty or Fidelity Bond as a stand-alone policy or included under the entity's Commercial property coverage.

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N. Business Continuity

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11. Upon the Department's request, after a federal or state declared emergency or disaster expires, the Contractor shall submit an 'After Emergency Report' to the Department within a designated timeframe. The report will provide feedback regarding the operation of the Contractor's business continuity plan, including a discussion of successes and challenges, during the federal or state declared emergency or disaster.

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P. Electronic Visit Verification (EVV)

1. Please see the IRIS EVV policy for further information.
2. The Contractors shall implement EVV for designated service codes. The FEA will use data collected from the EVV system to validate claims pertaining to affected service codes against approved authorizations during the claim adjudication process. Prior to implementation, the Contractors shall outline expectations for contracted providers regarding the use of the EVV data collection system. The Contractors shall also provide assistance and support to DHS and contracted EVV vendor for training, outreach, and utilization of the data collection system, as requested. The participant is responsible for ensuring that participant-hired workers receive EVV training, have the information needed to check in, and understand the requirement to use EVV. To support the participant in this IRIS EVV Policy requirement, the Contractors shall provide assistance as needed.
3. ICA Responsibilities
 - a. Ensure the participant understands the following:
 - i. The EVV requirements and EVV's impact on the IRIS program.
 - ii. Where to find EVV information and resources.
 - b. Follow up with the participant during monthly contacts to ensure EVV compliance, create EVV risk agreement if needed, and initiate participant disenrollment for EVV non-compliance as outlined in the IRIS EVV Policy.
 - c. Confirm, when applicable, that the IRIS Participant-Hired Worker Relationship Identification Form (F-01201A) is completed and that the required supporting documentation is provided to the fiscal employer agency before listing a participant-hired worker as a live-in worker on an authorization.
 - d. Evaluate whether the participant needs a fixed visit verification device (only when using the DHS-provided Sandata EVV system and there is no other EVV collection method available).
 - e. Communicate with the fiscal employer agency when a participant needs a fixed visit verification device.
4. FEA Responsibilities
 - a. Enter participant-hired worker information into the ForwardHealth Portal.
 - b. Verify live-in worker validation information.
 - c. Provide the participant with EVV set-up information for their participant-hired workers.
 - d. Communicate EVV compliance information to IRIS consultant agencies via biweekly reports.
 - e. Clear exceptions to achieve verified visits.
 - f. Create a document collection system for requested EVV corrections.
 - g. Provide the participant and participant-hired worker with information on the process for EVV corrections.

- h. Link provider agency claims to verified visits and deny provider agency claims that are missing EVV information.
- i. Provide remittance to provider agencies regarding denial of payment due to insufficient EVV data.
- j. Link participant-hired worker timesheets to verified visits in EVV.
- k. Send DHS applicable EVV data with encounter details.
- l. Use the chosen EVV system to verify visits.
- m. Fiscal employer agencies and provider agencies that use the DHS-provided Sandata EVV system can find training resources online at <https://www.dhs.wisconsin.gov/evv/training.htm>.
- n. Fiscal employer agencies and provider agencies may choose to use an alternate EVV system. Alternate EVV systems must be certified. The alternate EVV certification process is detailed online at <https://www.dhs.wisconsin.gov/evv/alternateevv.htm>. Fiscal employer agencies and provider agencies that use an alternate EVV system are required to provide training and education to their users.

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V. Participant Materials

- 1. Participant materials are defined in Article I, Definitions. Participant materials shall be accurate, readily accessible, appropriate for, and easily understood by the Contractor target population. All materials produced and/or used by the ICAs and FEAs must be understandable and readable for the average participant and reflect sensitivity to the diverse cultures served. The Contractor must make all reasonable efforts to locate and use culturally appropriate material. Materials shall take into account individuals who are visually limited or who are limited English proficient.

Participant materials shall be available to participants in paper form, unless electronic materials are available, the participant or the participant's legal decision maker prefers electronic materials, and the electronic materials meet the requirements in section 2 below.

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W. Marketing/Outreach Plans and Materials

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- 2. Requirements and Approvals

The Contractor shall submit to the Department for approval all marketing/outreach materials prior to printing, presenting, or disseminating the materials. Existing marketing/outreach materials that are being updated must also be resubmitted for approval.

- a. The Contractor must ensure that participants and potential participants receive accurate oral and written information sufficient to make informed choices.
- b. The Department will review all marketing/outreach plans materials in a manner which does not unduly restrict or inhibit the Contractor's marketing/outreach plans and materials, and which considers the entire content and use of the marketing/outreach materials and activities.
- c. Issues identified by the Department will be reviewed with the Contractor. The Contractor will be asked to make the appropriate revisions and resubmit the

document for approval. The Department will not approve any materials it deems confusing, fraudulent, or misleading, or that do not accurately reflect the scope, philosophy of the program.

- d. Timeline for Department approval - The Department will review marketing materials within thirty (30) calendar days of receipt.

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8. Websites

- a. The Contractor is expected to maintain a current and up-to-date website providing information regarding their agency.

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- c. If the Contractor's IRIS-specific website is embedded within their parent organization's website, accessible plain language information and resources about IRIS must be present and available from that parent organization's home page. The Contractor is expected to provide a link on their agency website to the Department of Health Service's IRIS Program website:
<https://www.dhs.wisconsin.gov/iris/index.htm>.

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Article V. Eligibility

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C. Cost Share Collection, Monitoring, and Reporting

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- 5. The FEA is responsible for collecting participant's monthly cost share payments, subject to the following Department policies and procedures:
 - a. The ICA will send the initial notice (F-01556) to any participant who has a cost share
 - b. Statements are sent after payments are received, and no later than the 10th of each month.
 - c. The FEA will send a statement each month to participants reflecting the current status and at least three months of their cost share payment history, with a clear indication of whether they are in arrears or overpaid.
 - i. Cost share overpayments shall be remit from the FEA's private funds and repaid to the FEA using the Reimbursement file.
 - ii. Cost share overpayments should be repaid in full to participants within 30 days of identifying the need for repayment.

D. Room and Board

Residential settings where waiver services are furnished to the participant, other than the personal home of the participant, are required to break out the participant's obligation for room and board from the cost of allowable waiver services using the following methodology prescribed by the Department. The participant uses his or her own resources to pay for their room and board obligation.

- 1. *Determining the Participant's Room and Board Obligation (effective 1/1/2023)*

The participant's room and board obligation is the lesser of:

- a. The prior calendar year's HUD FMR rental amounts, based on residential type by county, plus the prior calendar year's maximum Supplemental Nutrition Assistance Allocation for one person; or
 - i. HUD FMR amounts: HUD FMR rents are set at the 40% percentile of surveyed rental costs reflecting modest but reasonable housing, include utilities, vary by county and apartment size, and are updated yearly: <https://www.huduser.gov/portal/datasets/fmr.html>
 - ii. SNAP allocation: <https://www.dhs.wisconsin.gov/foodshare/fpl.htm>
- b. The participant's available income for room and board using procedures specified by the Department.

Round HUD FMR, SNAP allocation, and participant's available income down to the nearest dollar. Use the prior calendar year's efficiency rent for owner-occupied Adult Family Homes, the one bedroom rent for corporate-operated Adult Family Homes and Licensed Community-Based Residential Facilities, and the two-bedroom rent for Residential Care Apartment Complexes. Use the HUD FMR amount for the county where the member lives. For a participant residing in a shared room, divide the HUD FMR by two and add the maximum SNAP allocation.

- c. To calculate the amount of income the participant has available for room and board, the following calculations must be used:

Deduct from the participant's gross monthly income:

- i. Health insurance premiums, defined in MEH 28.6.4.4;
- ii. Discretionary income allowance of \$100 for basic living expenses;
- iii. Spousal income allocation, defined in MEH 18.6;
- iv. Income used for supporting others, defined in MEH 15.7.2.1;
- v. Expenses associated with establishing and maintaining a guardianship, defined in MEH 15.7.2.3;
- vi. Court ordered fees and payments, defined in MEH 15.7.2.3;
- vii. Garnishments;
- viii. Deductions from unearned income, including IRS and SSA paybacks;
- ix. Medical and remedial expenses, defined in MEH 15.7.3; and State and federal income taxes.

2. *Determining the Participant's Available Income*

The available income the participant has to pay for room and board, is determined using procedures specified by the Department. The room and board obligation calculation is not pro-rated for partial months.

3. *Sharing Information with Income Maintenance*

The ICA shall inform the income maintenance agency of the room portion of the participant's room and board obligation. The room portion is always the participant's

obligation minus the maximum SNAP allocation (which is the board portion). That information may be used by income maintenance to determine any allowable excess housing costs that may reduce the participant's cost-share.

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Article VI. Enrollment & Orientation

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C. Service Timeline Expectations

The Enrollment and Orientation period is intended to take place 1-60 days from the referral date, to include the following required actions and deadlines:

Welcome Call	3 business days from referral date
IRIS Consultant Selection	3 business days from welcome call
IRIS Consultant Auto-assign	4 business days from welcome call
Initial Enrollment & Orientation Visit	14 calendar days from referral date
ISSP Plan – Completed	30 calendar days from initial visit
Implementation of ISSP Plan – Completed and Approved	45 calendar days from initial visit
Transition Visit	On or before 55 - 60 calendar days from welcome call
Transition to participant-selected level of IRIS Consultant involvement	On or before 61 calendar days from referral date
Date of annual plan submission/approval	Prior to current plan year end

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G. Disenrollment

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3. Types of Disenrollment

a. Participant-Requested/Voluntary Disenrollment

All participants have the right to disenroll from the ICA, FEA, and the IRIS program without cause at any time.

If a participant expresses a desire to disenroll from IRIS, the ICA shall provide the participant with contact information for their local ADRC; and with the participant's approval, may make a referral to the ADRC for options counseling. If the participant chooses to disenroll, the participant will indicate a preferred date for disenrollment. The date of voluntary disenrollment cannot be earlier than the date the individual last received services authorized by the ICA.

The ADRC will notify the ICA that the participant is no longer requesting services and the participant's preferred date for disenrollment as soon as possible, but this

notification will be no later than one (1) business day following the participant's decision to disenroll. The ADRC will process the disenrollment.

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Article VII. Consulting Services

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C. Ongoing Service Level Requirements

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2. Ongoing Service Level Requirements

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- g. Ensure the participant's requirements for training of participant-hired worker(s)/service provider(s) are documented in the IRIS Participant Education Manual: Acknowledgement.

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D. Increased Service Levels

- 1. Certain actions or activities involving the IRIS participant may demonstrate the need for an increased ICA service level. DHS has an obligation to ensure the health and safety of IRIS participants, while ensuring the highest quality of service and integrity of the IRIS program. If any of the following circumstances occur, an increased level of consulting service from the ICA will be required:

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- g. Meeting the criteria defined herein as a vulnerable high-risk participant.
 - i. The definition of vulnerable/high risk, as defined in Definitions, is a participant who is dependent on a single caregiver, or two or more caregivers all of whom are related to the participant or all of whom are related to one another, to provide or arrange for the provision of nutrition, fluids, or medical treatment that is necessary to sustain life and to whom at least one of the following applies:
 - ...
 - ii. If a participant meets the criteria as a vulnerable high-risk participant (VHRP), the ICA shall implement additional oversight including all of the following:
 - a) Every other month in-person visits with the participant.
 - b) In-person visits in the participant's home once every 6 months, which may be combined with the every other month in-person visit

At a minimum once per year and when there is a change in condition of the participant, ICs must document in the Department case management system (WISITS) that a VHRP determination has been completed for the participant. If the participant has been determined to be VHRP, the ICs must complete the VHRP Determination Form (F-02879) and upload it into the Department case management system (WISITS). The VHRP Determination Form (F-02879) must be completed at a minimum twice per year or when there is a change in condition of the participant.

2. Increase in Service Level

If one of the circumstances noted above occurs, then the ICA is responsible for explaining to the participant the reason for increased consulting services.

DHS will work with the ICA and the participant to develop a level of service appropriate to address and potentially resolve the situation. In certain circumstances, DHS may mandate an increased level of ICA services.

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Article IX. Service Providers

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B. Service Provider Onboarding Packets

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7. The FEA must upload the entire onboarding packet into the DHS case management system (WISITS), which must include the WI Medicaid Provider Agreement and where applicable, the signed IRIS Participant Provider Service Agreement.

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I. Ineligible Service Providers

1. In implementing this section the FEA shall check at least monthly the federal DHHS OIG List of Excluded Individuals /Entities (LEIE), the Social Security Administration’s Death Master File, the National Plan and Provider Enumeration System (NPPES) and the System for Award Management (SAM), as required by 42 C.F.R. § 455.436, as well as any other databases that may be required by the federal DHSS or the Department. References to the “Act” in this section refers to the Social Security Act.
2. Upon verification of an ineligible entity or individual, the FEA shall take immediate action to:
- a. Exclude from further remuneration and begin the process of collecting overpayments, if applicable.
 - b. Notify the Department within ten (10) days of discovery the identity of each ineligible provider and other details enumerated under subsection 4. *Disclosure of Excluded Individuals or Entities*, below.

Individuals or organizations may be found ineligible under one or more of the categories herein.

3. Ineligibility

Entities which could be excluded under Section 1128 (b) (8) of the Social Security Act are entities in which a person: (1) who is an officer, director, agent or managing employee of the entity; (2) who has a direct or indirect ownership or controlling interest of five percent or more in the entity; (3) who has beneficial ownership or controlling interest of five percent or more in the entity; or (4) who was described in (2) or (3) but is no longer so described because of a transfer of ownership or control interest to an immediate family member or a member of the household (as defined in 1128(j)(1) and 1128(j)(2)) in anticipation of (or following) a conviction, assessment, or exclusion has:

- a. Been convicted of the following crimes:

- i. Program related crimes, such as, any criminal offense related to the delivery of an item or service under title XVIII or under any State health care program (see Section 1128 (a) (1) of the Act);
- ii. Patient abuse, such as, criminal offense relating to abuse or neglect of patients in connection with the delivery of health care (see Section 1128 (a) (2) of the Act);
- iii. Fraud, such as, a state or federal crime involving fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of health care or involving an act or omission in a program operated by or financed in whole or part by federal, state or local government (see Section 1128 (b) (1) of the Social Security Act);
- iv. Obstruction of an investigation or audit, such as, conviction under state or federal law of interference or obstruction of any investigation or audit related to any criminal offense described directly above (see Section 1128 (b) (2) of the Act); or,
- v. Offenses relating to controlled substances, such as, conviction of a state or federal crime relating to the manufacture, distribution, prescription or dispensing of a controlled substance (see Section 1128 (b) (3) of the Act).

- b. Been excluded from participation in Medicare or a state health care program.

A state health care program means a Medicaid program or any state program receiving funds under Title V or Title XX of the Act. (See Section 1128 (h) of the Act.) Been excluded, debarred, suspended, otherwise excluded, or is an affiliate (as defined in such Act) of a person described above from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued pursuant to Executive Order No. 12549 or under guidelines implementing such order.

- c. Been assessed a civil monetary penalty under Section 1128A or 1129 of the Act.

Civil monetary penalties can be imposed on individual providers, as well as on provider organizations, agencies, or other entities by the federal Department of Health and Human Services Office of Inspector General. Section 1128A authorizes their use in case of false or fraudulent submittal of claims for payment, and certain other violations of payment practice standards. (See Section 1128 (b) (8) (B) (ii) of the Act.)

4. Contractual Relations

Entities which have a direct or indirect substantial contractual relationship with an individual or entity listed above in Article H.1. Substantial contractual relationship is defined as any contractual relationship which provides for one or more of the following services:

- a. The administration, management, or provision of medical or long-term care services;
- b. The establishment of policies pertaining to the administration, management, or provision of medical or long-term care services; or
- c. The provision of operational support for the administration, management, or provision of medical or long-term care services.

5. Excluded from Participation in Medicaid

Entities which employ, contract with, or contract through any individual or entity that is excluded from participation in Medicaid under Section 1128 or 1128A of the Act, for the provision (directly or indirectly) of health care, utilization review, medical social work or administrative services. For the services listed, the FEA shall exclude from contracting with any entity which employs, contracts with, or contracts through an entity which has been excluded from participation in Medicaid by the Secretary under the authority of Section 1128 or 1128A of the Act.

The FEA attests by signing this contract that it excludes from participation in the FEA all individuals and organizations which could be included in any of the above categories.

6. Disclosure of Excluded Individuals or Entities

Within ten days (10) the FEA shall disclose to the Department any individual or entity found ineligible as described herein. This disclosure shall be made to DHSIRISContractCompliance@dhs.wisconsin.gov and DHSLTCFiscalOversight@dhs.wisconsin.gov.

The disclosure shall include the following information:

- a. The name, address, phone number, Social Security number/Employer Identification number and operating status/ownership structure (sole proprietor, LLC, Inc., etc.) of the individual or organization;
- b. The type of relationship and a description of the individual or entity's role (for example, provider and service type or employee and classification);
- c. The initial date of the relationship, if existing;
- d. The name of the database that was searched, the date on which the search was conducted and the findings of the search;
- e. A description of the action(s) taken to exclude the individual or entity from participation in IRIS.

7. Foreign Entity Exclusion

Pursuant to 42 C.F.R. § 438.602(i), the State is prohibited from contracting with an ICA or FEA located outside of the United States. DHS contracts are rendered null and void in the event an ICA or FEA moves outside of the United States.

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J. Home and Community-Based Settings Requirements Compliance

Participants shall only use a licensed or certified residential provider or an operating non-residential setting in which adult day care, prevocational, day services, or group supported employment services are provided, if the setting has been determined by the certification agency or the Department to be in compliance with the home and community based setting requirements under 42 C.F.R. § 441.301(c)(4) or is a non-residential setting pending determination of compliance by the Department. An exception to this requirement is a setting that was operating prior to March 17, 2014 that is subject to heightened scrutiny and is awaiting a determination of compliance from CMS.

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Article X. Information Technology/Systems Requirements

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E. Functional Screen Information Access, ForwardHealth Partner Portal, and CARES

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2. ForwardHealth Portal – FEA Responsibilities

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3. ForwardHealth Portal – ICA Responsibilities

- a. All ICAs must use the secure ForwardHealth Portal account to access data and reports and to maintain information with the Department.
- b. ICAs must assign and remove users’ roles/permissions in the secure ForwardHealth Portal account within three (3) business days of the user’s departure or reassignment to ensure only authorized users have access to data and functions provided.
- c. ICAs must ensure all users log in to the secure Waiver Agency Portal to submit or retrieve agency or participant information that may be sensitive and/or fall under the requirements of the Health Insurance Portability and Accountability Act (HIPAA) regulations.

4. Access to CARES Data

- a. Contractors are authorized to have limited access to, and make use of, data found in the Client Assistance for Reemployment and Economic Support system (CARES) operated for the Department.
- b. Each Contractor must identify an Authorizing Agent Security Officer specific to CARES Access requests. That individual must complete a security officer's form (F-00639) and submit it to their Contract Specialist for submission and approval. The only authority granted with this form is the authority of the designated Authorizing Agent Security Officer to submit requests for access to CWW/CARES on behalf of their agency.
 - i. Once approved, the designated Authorizing Agent Security Officer may submit a separate form (F-00476) to request access for them self or any other staff at their agency to use the CARES system. Only the designated Security Officer may submit requests for access to:
dhscaresaccessandidentitymanagementservices@dhs.wisconsin.gov
 - ii. When staff leave and/or no longer have a need for access to CARES, the agency shall submit the deactivation request within three (3) business days of the departure or reassignment. Contractors must maintain a current, up-to-date list of users’ roles/permissions within the secure CARES account to ensure only authorized users have access to data and functions provided. The Department may limit the number of authorized Contractor staff with access to the CARES system. Contractors shall submit to dhscaresaccessandidentitymanagementservices@dhs.wisconsin.gov, requests to have security access deactivated as follows:

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Article XIII. Quality Management (QM)

A. Department Oversight Activities

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6. Performance Improvement Project (PIP)
 - a. Performance Improvement Projects (PIPs) are projects (identified and led by the contractor) that positively impact participant experience in the IRIS program. Using the IRIS Performance Improvement Project (PIP) Proposal form (F-02832), contractors will be required to develop two PIPs annually that are related to the improvement in the following areas:
 - i. Performance Indicators that are not 100% compliant;
 - ii. Results of the Participant Satisfaction Survey;
 - iii. Critical Incident Prevention;
 - iv. Areas identified by the contractors that are expected to have a positive effect on participant experience or satisfaction;
 - v. Areas specified by the Department.
 - b. PIP must clearly define the following:
 - i. Title of the PIP;
 - ii. PIP Implementation Date;
 - iii. Outcome;
 - iv. Target;
 - v. Strategy;
 - vi. Deliverables;

All PIPs that are submitted in fulfillment of contract requirements must be approved by the Department before initial project interventions are implemented. The contractor shall submit a quarterly report to the Department regarding the status and results of each PIP. In addition, the Department may request results of any PIP at any time. If the contractor wishes to extend a PIP to the following year, the contractor must submit a PIP proposal for approval. The proposal must include the justification for continuing the PIP.

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Article XIV. Reporting Requirements

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G. FEA Data Integrity and Systems Assessments

1. Health and long-term care service information from each FEA is transmitted to the Department on a regular basis through the encounter reporting process, utilizing the LTCare IES application. This information is used for research, monthly rate of service calculations, and various other ad hoc applications. The accuracy of encounter data may be impacted by various systems maintained by the FEA.

The purpose of data integrity and system assessments is to assure the data that exist in the organizations' originating system are accurately reflected in the data existing in the encounter data repository, and that the repository accurately reflects the service records present in the FEA systems. The objectives of the data integrity and systems assessments are to verify that:

- b. Claims and encounter data exist in FEA systems;
- c. Data from FEA systems is presented to the State correctly;

- d. Data submitted to the State accurately reflects encounters; and
- e. Data that resides with the State is an accurate reflection of what exists in the FEA system.

FEA system and data integrity assessments will be scheduled and conducted on an as needed basis as determined by the Department. The FEA data integrity and system assessments are specific to the IRIS processes. These assessments include processes or activities regarding the operation of the IRIS program, the operation of the LTCare IES application, or FEA financial systems and processes.

2. *FEA Responsibilities*

When an assessment is scheduled, the FEA shall:

- a. Appoint a primary assessment contact person to be the Department audit team’s contact for scheduling and reviewing assessment activities, and to provide acceptance of the final assessment report. At the same time, designate a back-up person who will be available to perform this function when needed;
- b. Supply ad hoc reconciliation reports as requested by the Department assessment team within 30 calendar days of the request, using date parameters specified by the Department’s assessment team; and
- c. Comply with an onsite visit by the Department’s assessment team to make available all relevant data in order to complete the assessment.

3. *Department Responsibilities*

The Department assessment team shall:

- a. Contact the FEA regarding the scheduling of onsite visits at least thirty (30) calendar days prior to the visit;
- b. Develop, after completion of the assessment, an initial draft report of the findings of the assessment and share these findings with the FEA within thirty (30) calendar days of the visit;
- c. Schedule a phone conference (or meeting, as appropriate) to discuss the findings of the draft report within two weeks of the release of the report. Any issues regarding the report will be jointly resolved with the FEA assessment contact; and
- d. Provide a written final report to both the FEA and the Department’s program managers within six weeks of the phone call. The assessment report shall identify areas of compliance as well as inconsistencies found, system or data integrity vulnerabilities, and process deficiencies that may put system or data integrity at risk.

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Article XV. Payment to IRIS Contractors

A. Monthly Rate of Service (MROS)

- 1. Payments for services provided in accordance with the terms and conditions of the contract and these criteria:

	Effective Date: 1/1/2021	Effective Date: 7/1/2021	Effective Date: 7/1/2022
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ICAs	\$254.73	\$237.26	\$219.78
FEAs	\$71.71 + SDPC supplement	\$68.25 + SDPC supplement	\$62.98 + SDPC supplement

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Appendix V.

IRIS PROGRAM 2022 REPORTING DEADLINES – RESOURCE

i. Materials with Specific Due Dates – All Contractors

Report	Reporting Period	Due Date	Submit To
1. Year to Date Financial Reporting (to include completed reporting template, signed Financial Statement Certification, investment/bank statement for segregated Restrictive Reserve account)	01/01/22 - 03/31/22	04/30/22	DHSLTCFiscalOversight@wi.gov cc: DHSIRIS@dhs.wisconsin.gov
	01/01/22 – 06/30/22	07/30/22	
	01/01/22 – 09/30/22	10/30/22	
	01/01/22 – 12/31/22 Audited	06/01/23	
2. Preliminary 01/01-12/31 Financial Reporting (to include completed reporting template, signed Financial Statement Certification, investment/bank statement for segregated Restrictive Reserve account)	01/01/21 – 12/31/21	02/28/22	DHSLTCFiscalOversight@wi.gov
	01/01/22 – 12/31/22	02/28/23	
3.1 Audited Year-End Financial Statements* (with the audit report, required schedules, letters, updated financial reporting template, and financial statement certification) <i>*see contract for comprehensive list of required submission files.</i>	01/01/21 – 12/31/21	06/01/22	DHSLTCFiscalOversight@wi.gov cc: DHSIRIS@dhs.wisconsin.gov
	01/01/22 – 12/31/22	06/01/23	
3.2 Accountants Letter of Qualifications	Same as 3.1 above	Same as 3.1 above	Same as 3.1 above
3.3 CPA Checklist	Same as 3.1 above	Same as 3.1 above	Same as 3.1 above

4. Annual Financial Projections	1/01/2023 – 12/31/2023	10/15/2022	DHSLTCFiscalOversight@wi.gov cc: DHSIRIS@dhs.wisconsin.gov
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ii. Materials with Specific Due Dates - Fiscal Employer Agent

Report	Reporting Period	Due Date	Submit To
1. Encounter Reporting Submission and Data Certification form, as applicable.	12/01/21 – 12/31/21	01/30/22	DHS LTC IES: https://ltcareies.forwardhealth.wi.gov/ltcareIES/secureLogin.html
	01/01/22 – 01/31/22	3/2/2022	
	02/01/22 – 02/28/22	03/30/22	
	03/01/22 – 03/31/22	04/30/22	
	04/01/22 – 04/30/22	05/30/22	
	05/01/22 – 05/31/22	06/30/22	
	06/01/22 – 06/30/22	07/30/22	
	07/01/22 – 07/31/22	08/30/22	
	08/01/22 – 08/31/22	09/30/22	
	09/01/22 – 09/30/22	10/30/22	
	10/01/22 – 10/31/22	11/30/22	
	11/01/22 – 11/30/22	12/30/22	
	12/01/22 – 12/31/22	01/30/23	
Report	Reporting Period	Due Date	Submit To
2. Funding Files	Weekly Pay Cycles, pursuant to the Payroll and Vendor Schedule (P-01740)	See P-01740	IRIS Contract Specialist, and all required Bureau of Fiscal Services Staff
3. Deposit Account Bank Reconciliation	12/01/21 – 12/31/21	01/15/22	IRIS Contract Specialist(s) and all required Bureau of Fiscal Services Staff
	01/01/22 – 01/31/22	02/15/22	
	02/01/22 – 02/28/22	03/15/22	
	03/01/22 – 03/31/22	04/15/22	
	04/01/22 – 04/30/22	05/15/22	
	05/01/22 – 05/31/22	06/15/22	
	06/01/22 – 06/30/22	07/15/22	
	07/01/22 – 07/31/22	08/15/22	
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	09/01/22 – 09/31/22	10/15/22	
	10/01/22 – 10/31/22	11/15/22	
	11/01/22 – 11/30/22	12/15/22	
12/01/22 – 12/31/22	01/15/23		
4. Disbursement Account Bank Reconciliation	Same as 3 above	Same as 3 above	IRIS Contract Specialist(s) and all required Bureau of Fiscal Services Staff
5. Reimbursement Files	12/01/21 – 12/31/21	01/13/22	IRIS Contract Specialist(s) and all required Bureau of Fiscal Services Staff
	01/01/22 – 01/31/22	02/10/22	
	02/01/22 – 02/28/22	03/10/22	
	03/01/22 – 03/31/22	04/14/22	
	04/01/22 – 04/30/22	05/12/22	
	05/01/22 – 05/31/22	06/09/22	
	06/01/22 – 06/30/22	07/14/22	
	07/01/22 – 07/31/22	08/11/22	

	08/01/22 – 08/31/22	09/08/22	
	09/01/22 – 09/31/22	10/13/22	
	10/01/22 – 10/31/22	11/10/22	
	11/01/22 – 11/30/22	12/08/22	
	12/01/22 – 12/31/22	01/12/23	
6. Cost Share Arrearage Report	12/01/21 – 12/31/21	01/10/22	To each IRIS Consultant Agency with impacted participants.
	01/01/22 – 01/31/22	02/10/22	
	02/01/22 – 02/28/22	03/10/22	
	03/01/22 – 03/31/22	04/10/22	
	04/01/22 – 04/30/22	05/10/22	
	05/01/22 – 05/31/22	06/10/22	
	06/01/22 – 06/30/22	07/10/22	
	07/01/22 – 07/31/22	08/10/22	

iii. Materials with Specific Due Dates – IRIS Consultant Agencies

	Contract Year	Review Period	IES Spreadsheet from DHS available for ICAs (2 nd Friday after the quarter)	ICA IES Info Due to DHS (6 weeks after receiving spreadsheet)	Submit To
Employment Reporting	2021	Q1 - Jan, Feb, Mar	Apr 9, 2021	May 21, 2021	DHS LTC IES: https://ltcareies.forwardhealth.wi.gov/ltcareIES/secureLogin.html
		Q3 - April, May, June	July 9, 2021	Aug 20, 2021	
		Q4 - July, Aug, Sept	Oct 8, 2021	Nov 19, 2021	
		Q4 - Oct, Nov, Dec	Jan 14, 2022	Feb 25, 2022	
	2022	Q1 - Jan, Feb, Mar	Apr 8, 2022	May 20, 2022	
		Q3 - April, May, June	July 8, 2022	Aug 19, 2022	
		Q4 - July, Aug, Sept	Oct 7, 2022	Nov 18, 2022	
		Q4 - Oct, Nov, Dec	Jan 13, 2023	Feb 24, 2023	

State of Wisconsin
Department of Health Services
Authorized Representative

Contractor
Contractor Name: _____
Authorized Representative

Name:	<u>James D. Jones</u>	Name:	_____
Title:	<u>Wisconsin Medicaid Director</u>	Title:	_____
Signature:	_____	Signature:	_____
Date:	_____	Date:	_____

SUPPLIER DIVERSITY AMENDMENT

The Wisconsin Department of Health Services (DHS) and Contractor agree to the below change to the Agreement. The below Agreement amendment is hereby incorporated by reference into the Agreement and is enforceable as if restated therein in its entirety.

The Agreement is hereby amended by incorporating and adding the following Section:

SUPPLIER DIVERSITY AND REPORTING REQUIREMENTS

Minority-Owned Business Enterprises (MBE) and Disabled Veteran-Owned Businesses (DVB) are certified by the Wisconsin Department of Administration (DOA). This program can be found at: <https://doa.wi.gov/Pages/DoingBusiness/SupplierDiversity.aspx>

The State of Wisconsin is committed to the promotion of MBEs and DVBS in the State's purchasing program. The Contractor is strongly urged to use due diligence to further this policy by awarding Subcontracts to MBEs and DVBS or by using such enterprises to provide goods and services incidental to this Agreement.

The Contractor shall furnish appropriate monthly information about its efforts to subcontract with MBEs and DVBS, including the identities of such businesses certified by the Wisconsin Supplier Diversity Program, their contract amount, and spend for each period to DHS. A listing of certified MBEs and DVBS, as well as the services and goods they provide, is available at: <https://wisdp.wi.gov/Search.aspx>

In accordance with WI Stats. Ch. 16.75 (3m), after completion of this contract, the Contractor shall report to DHS any amount of this contract that was subcontracted to DOA certified MBEs and DVBS.

DHS shall have the right to request any information regarding the use of subcontractors including, but not limited to, MBEs and DVBS. The Contractor shall provide any such information as requested by DHS and within a time period that is specified by DHS.

The Contractor shall submit monthly reports of efforts to subcontract with MBEs, DVBS, and other diverse entities/suppliers to DHS. A link to the Supplier Diversity PowerForm for submitting these reports can be found on the DHS Compliance Documentation page found here: <https://www.dhs.wisconsin.gov/business/compliance.htm>

For the duration of this Agreement, the Contractor shall provide monthly reporting of efforts to subcontract with MBEs and DVBS no later than the 15th of the following month.

For questions about reporting, please contact DHS Contract Compliance at DHSContractCompliance@dhs.wisconsin.gov