

CONTRACT FORM 1684 R4 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE		
	Professional Service - Operating		
	Professional Service - Capital		
	Purchase of Service		X
	Preliminary	X	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DHHS - Division of Youth & Family Services	800	8000

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.	
94672		X		40	19375
				400a	

NAME OF VENDOR	ADDRESS
St. Charles Youth & Family Services	4757 N. 76 Street
	Milwaukee, WI 53218

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT	AMENDMENT ONLY:	TOTAL CONTRACT
	begin date end date	(IN MONTHS)	DOLLAR CHANGE	AMOUNT
39-0914040	05/01/19 12/31/19	8		\$294,000

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2019			800	8934			8123	Alternative Sanction			\$ 294,000.00

PURPOSE OF CONTRACT

The **Alternative Sanction** Program is designed as a program to provide a community-based alternative to detention for sanctions placement for youth who violate the conditions of their probation. The contract includes two reporting centers - north side and south side.

Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Kevin Kelly 04/08/19

Prepared By Date

Signature of County Administrator Date

Contract Services Coordinator

Title

DHHS Contract Administrator

Title

2019 PURCHASE OF SERVICE CONTRACT

Contract No.: 40-19375-400a

Federal I.D. No.: 39-0914040

Funding Source Name and No: Tax Levy/BCA/Youth Aids- 8934

This Contract between Milwaukee County, a Wisconsin municipal body corporation represented by the Milwaukee County Department of Health and Human Services, **Division of Youth & Family Services**, 10201 West Watertown Plank Road, Milwaukee, WI 53226 (hereinafter called County/Purchaser) and **St. Charles Youth & Family Services**, 4757 N. 76th Street, Milwaukee, WI 53218, (hereinafter called Contractor/Provider) becomes effective on May 1, 2019.

Contact Person: Catherine Connolly

Phone Number: (414) 358-4145

Email Address: cconnolly@stcharlesinc.org

WITNESS THAT:

WHEREAS, Purchaser is a governmental subunit of Milwaukee County managing and providing substance abuse and/or health and social services.

WHEREAS, Purchaser also arranges for the provision and purchase of such services from Health and Social Services Providers for adults, children and families in Milwaukee County-operated programs or programs managed by Purchaser; and

WHEREAS, Contractor desires to provide such services for Purchaser.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties that the Contractor shall provide the services at the rates set forth in the attachment identified as "Attachment I – Schedule of Services to be Purchased" and that said services will cover the following duties and obligations.

1. SCOPE OF WORK

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in the Attachment I, Schedule of Services to be Purchased including those mentioned on Statement of work or Scope of Work Documents. It is understood that services may be added and/or removed throughout the duration of the contract and the notification of changes will come via an emailed letter from County. The *Milwaukee County Department of Health and Human Services Year 2019 Purchase of Service Guidelines - Program and Technical Requirements*, the provisions of Contractor's proposal, and the *Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract and Fee-for-Service Requirements*, are incorporated herein by reference and made a part of this Contract as if physically attached hereto and Contractor shall comply therewith.

2. DATES OF PERFORMANCE

CONTRACT FORM 1684 R4 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

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Is Vendor a certified professional service DBE? YES NO

Kevin Kelly 04/08/19

Prepared By Date

Signature of County Administrator Date

Contract Services Coordinator

Title

DHHS Contract Administrator

Title

This Contract is for the period of May 1, 2019 through December 31, 2019, and may be renewed or extended for additional one-year term(s) by written notification, by the county, via U.S. mail or email, thirty (30) days prior to expiration of the then current term. Contract renewal(s) as permitted, beyond the initial term, shall be contingent upon appropriation of the necessary funds and may only be exercised by written agreement (contract) between all parties. Renewal shall only be by execution of written agreement (contract).

3. CONTRACTOR/PROVIDER OBLIGATIONS

Provider Level Obligations

- A. Provider understands and agrees that all provisions of this Agreement are in effect at all times that Covered Services are provided.
- B. In the event that this 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 Agreement items, the following order of precedence shall be followed:
 - 1. This document;
 - 2. Other Policies and Procedures;
 - 3. Email or other written communication, unless it is specifically authorizing a waiver or exemption to 1 or 2, above.
- C. 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.
- . Provider agrees to notify Purchaser in writing within 5 business days (except where otherwise identified) of any of the following changes or conditions:
 - 1. Agency name;
 - 2. Agency ownership;
 - 3. Agency director/CEO;
 - 4. Hiring or change in status of Executive Director, senior management, or any corporate officer; (submission of staff information through the standard staff add/drop process is sufficient to meet this item)
 - 5. Agency business or billing address(es);
 - 6. Telephone or fax number;
 - 7. E-mail address;
 - 8. Federal Employers Tax ID (FEIN) number;
 - 9. Change of insurance carrier or insurance coverage;
 - 10. Change in or restriction of Provider, DSP, and/or Indirect Staff license(s), including occurrence of negative findings such as license suspension, surrender, expiration, or revocation, or request of forfeiture, fines, or plan(s) of correction due to licensing violations that occur. This condition carries a notification requirement of ONE business DAY;
 - 11. Any arrests, charges or convictions of DSP and/or Indirect Staff. This condition carries a notification requirement of ONE business DAY;

12. Inability to accept referrals and process intake or assessment of referrals within the timelines defined in Purchaser Policies and Procedures, including if Provider has wait lists;
 13. Inability to adhere to any other schedules or timelines as required by County policies and procedures or any other County or Contractor guidelines including other published schedules. This condition carries a notification requirement of TWO business DAYS;
 14. Inability to support the level of agreed upon services as contained in DHHS guidelines or contractor's proposals, budget or any other statement of work.
 15. Inform Purchaser for any change of staff role for EHR system access or deactivation within two (2) business days.
 16. Discontinuation of agreed upon service(s) requires ninety (90) day prior notice from Provider (except termination of contract which requires 120, day prior notice).
- D. Provider agrees to have access to a computer with internet capability and a functional email account 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.
- E. 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 termination of this Agreement.
- F. Provider agrees that its own policies and procedures are enforceable under this Agreement, and that those policies and procedures shall be submitted upon request of Purchaser.
- G. Provider shall fully cooperate with any and all program or service evaluation efforts as may be required by Purchaser during the term of this Agreement.
- H. Provider is required to submit the required documentation, reports, invoices, billings, evaluation reports, Add-Drop Form, and other supportive documentation within the stipulated time as required by Purchaser.
- I. 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 approved by Purchaser or Purchaser's agents.
- J. Provider agrees to comply with Purchaser required outcomes and measures, or if Provider adopts Provider developed outcomes, Provider must submit for Purchaser approval.
- K. 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, and does not affect employment eligibility of individual with Provider.

- L. 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 this 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>).

- M. In addition to compliance with Caregiver Background Checks (Section 23) 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:

(http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12).

In instances including, but not limited to, multiple (2 or more), recent (within five years), or felony convictions, or for any charges with open dispositions, Provider may be required to obtain a copy of the Criminal Complaint from the Clerk of Court's Office, to determine whether a conviction is substantially related to care of a client. County reserves the right to make a final determination regarding conviction records and whether a conviction is substantially related to the Covered Service in question.

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.

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.

- N. 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.

- O. Provider agrees to notify Purchaser if individual DSP or Indirect Staff are employed by any other Provider in addition to the one with whom this Agreement is executed.

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. 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 Purchaser's Policy, Procedure and/or Program/Service Description, 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, Provider procedure for communication of Purchaser's Policies and Procedures to DSPs and Indirect Staff, and Provider plan related to supervision of all DSPs and Indirect Staff, including the process for review and approval of 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.

- P. Provider shall provide all personnel required to perform the Covered Services listed in Attachment I with a minimum of two (2) DSPs for each Covered Service. Replacement personnel shall be by persons of like qualification. Written notification of approval 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. Written notification to include notice and approval 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 approved, 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).
- Q. Provider agrees to maintain a current roster of approved DSPs and Indirect staff and to notify Purchaser within 5 business days after a DSP is no longer providing services covered under the Scope of Work. Provider agrees to provide the roster when requested by the Purchaser.
- R. 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.
- S. 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 provider fails to report the suspension, revocation, or expiration of his/her license and services are billed during the non-valid period, that provider will be subject to termination from providing Covered Services, and all services paid during the non-valid period will be subject to recovery.

- T. 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 2 business days.
- U. 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 this 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 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 Provider Staff Add/Drop Form. 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.
- V. 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.
- W. 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.
- X. 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 conditional upon payment for outcome based services. Payment of wages cannot be made conditional on payment from Purchaser unless such arrangement conforms to the parameters of Chapter 109 of Wisconsin Statutes.

- Y. 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/civil_rights/discrimination/sex_discrimination.htm

Provider Obligations for Service Recipients

- Z. 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.
- AA. Unless otherwise indicated by this Agreement 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
- BB. Provider shall have a Critical Incident policy. Critical Incidents are defined as any events or situations that jeopardize the health or safety of Service Recipients or of staff. These situations include, but are not limited to, the following or as otherwise defined by the policy of the respective contract division:
1. Death.
 2. Physical injury.
 3. Fire Setting.
 4. Commission of a serious offense to or by the service recipient, DSP, or Indirect Staff.
 5. Service Recipient attempts suicide or is actively suicidal.
 6. Any event that could result in media exposure.
 7. Physical or sexual assault on or by Service Recipient, DSP, or Indirect Staff
 8. Any instance of abuse or neglect to Service Recipient by any person including another Service Recipient
 9. Any credible allegation of caregiver misconduct (as described in DHS 13)
 10. Other - An incident of a critical nature that may not be identified above (i.e., death threat made to a Service Recipient, DSP, or Indirect Staff, etc.).

Critical Incidents must be reported in writing to Purchaser as defined by the respective contract division Policy and Procedures. In addition, Provider must immediately report Critical Incidents to the parent/guardian, Care Coordinator, Care Management/Support and Service Coordination Agency, Case Management Agency, Recovery Support Coordinator, and/or Human Service Worker/Juvenile Justice Worker.

Critical incident and notifications shall be documented in the Case Notes.

Provider Obligations for Service Documentation

- CC. 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.
- DD. Provider agrees to maintain Service Documentation as required by this 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.
- EE. 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.
- FF. 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 definition of Case Notes in **Attachment A** for required elements. Purchaser reserves the right not to pay for units of Covered Services reported by Provider that are not supported by Service Documentation required under this 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 this Agreement requires a Participant or Service Recipient signature verification indicating the services were received documented.

- GG. 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 Purchaser Policies and Procedures.
- HH. 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 a personal password. This statement shall be kept in the DSP's personnel file and shall be submitted to Purchaser upon request.

- II. Service Documentation will be on such forms and in such detail as may be required by Purchaser and will be made available to Purchaser upon request.

Other Provider Obligations

- JJ. 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.

- KK. Provider is responsible for providing **initial training** to all DSP's within 30 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 (not to exceed 365 days).

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: 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.

- LL. 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.
- MM. 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 this Agreement. Provider agrees to cooperate with any credentialing procedures, which Purchaser may elect to establish. All licensing and/or credentialing requirements are understood to be in effect at all times that Covered Services are provided.
- NN. Provider understands and agrees that this 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 this Agreement. Where this 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.
- OO. 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.
- PP. 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. This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin.
- QQ. Provider agrees to work collaboratively with Purchaser and its agents, and other Providers in the provision of Covered Services to Participants/Service Recipients.
- RR. 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.
- SS. 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 this 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 Purchaser's Use of technology and limitation of use policies and have adequate network security while accessing the Purchaser's automated systems.

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

4. COMPENSATION

Payment for services under this Contract will be made upon presentation of a written, itemized and verified statement upon such forms and in such detail as may be required by County.

Programs may be paid with a Performance Based reimbursement system having a separate requirement for submittal of specific evaluation measures that incentives are linked to (at an interval to be determined by the program), along with the annual evaluation requirement for all measures. In such cases Provider may not be paid for the incentive or part of the contract based on performance measure until those measures are met to the satisfaction of purchaser.

Basis for payments: This is a cost reimbursement contract. Contractor shall be compensated for the services performed as stated in Attachment I, Schedule of Services to Be Purchased and Attachment II, Payment Method, attached hereto and made a part of this Contract. Final settlement of the Contract will be based on the County review of audit. (See Section 8. "Audit Requirements"). If County has waived the audit requirement under Wisconsin Statute s.46.036 for this Contract, Contractor shall submit an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract.

Milwaukee County will not compensate Contractor for service(s) provided by a direct care provider/caregiver prior to having obtained a state-wide criminal background check for said provider as provided for in this Contract.

Milwaukee County will not compensate any Contractor for services rendered by a provider whose credentials are not in conformity with the requirements of both the State of Wisconsin and Milwaukee County, as administered by the Department of Health and Human Services and its respective divisions, and shall so conform throughout the term of this Agreement.

Contractor recognizes that the total service needs of the community may not be met and shall furnish the services within the specific levels stated in the Attachment I. County is unable to guarantee the volume of requests funded by this Contract. If Contractor requires pre-authorization of service(s), under no circumstances shall Contractor provide, nor shall Purchaser compensate, for services provided to Service Recipients which have not been pre-authorized by Purchaser. Pre Authorization shall follow Purchaser Policies and Procedures, and shall consist, minimally, of electronic or written documentation indicating the name of the Service Recipient, the quantity and type of services being authorized, and the period for which the authorization is valid. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder.

Pursuant to s.46.036(5m) and s.49.34(5m) of Wisconsin Statutes, as affected by 1993 Wisconsin Act 380 and 2017 Wisconsin Act 59, and subject to the limitations and conditions set forth therein, Contractor may retain a surplus on programs funded by the state Department of Health Services (DHS), Department of Work Force Development (DWD), Department of Children & Families (DCF), and Department of Corrections (DOC) when revenue exceeds allowable expenses. Under Act 380, Contractor may retain a surplus which may be created if the amount paid by County for rate-based services under this contract exceeds the allowable costs attributable to those services as determined by the Wisconsin Department of Health Services (DHS) *Allowable Cost Policy Manual*, Wisconsin Department of Children and Families *Allowable Cost Policy manual* and the Wisconsin *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services..

The statutes allow surplus when the agency is a non-profit, non-stock corporation organized under Wisconsin Statute 181 and the agency provides client services on the basis of a unit rate per unit of client service (Units-times-price agreements). Provider can retain from surplus up to 5% of the revenue received under the contract unless a uniform rate is established by rule under subd. 4. (s. 46.036(5m), in which case the contract shall allow the provider to retain the uniform percentage rate established by the rule.

Wisconsin Statute 46.036(3c) indicates that Contracts for proprietary (for-profit) agencies may include a percentage add-on for profit according to the rules promulgated by the Wisconsin Department of Health Services (DHS). The profit and reserve are limited by expenditures on allowable costs that the Contractor incurs in performing the services purchased under this Contract. DHHS may set maximum allowable profit at a level less than the percentage add-on for profit according to the rules promulgated by the Wisconsin Department of Health Services (DHS).

Allowable costs, profit, and reserve are defined in the Wisconsin Department of Health Services *Allowable Cost Policy Manual* available online at:

<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>

and *Wisconsin Department of Children and Families Allowable Cost Policy (online at dcf.wisconsin.gov/contractsgrants/pdf/allowable_cost_manual.pdf)*.

The maximum allowable profit for Contractors under contract with DHHS is 5%. Contractor is not allowed to retain both a Surplus and a profit on the same contract/agreement for the same period.

All Milwaukee County Department of Health and Human Services Purchase of Service contracts, regardless of payment method, are ultimately cost reimbursement contracts, as defined by Wisconsin Statutes §46.036. Reimbursable costs, also referred to as allowable costs, are defined by federal regulation, Wisconsin statute and regulation, and contract terms between the Contractor and Milwaukee County.

For each kind of Contractor (i.e., non-profit, for profit), there is a set of Federal principles for determining allowable costs. Allow ability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. Thus, allow ability of costs incurred by non-profit organizations is determined in accordance with the provisions of Uniform Grant Guidance under part 200. The allow ability for costs incurred by hospitals is determined in accordance with the provisions of Appendix E of 45 CFR part 74, *Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals*. The allow ability of costs incurred by commercial organizations and those non-profit organizations listed in Uniform Grant Guidance under part 200 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - *Contract Cost Principles and Procedures*.

Allowable Costs are also governed by Wisconsin statute and regulation. Those rules are found in the Wisconsin Department of Health Services (DHS) *Allowable Cost Policy Manual*, *Wisconsin Department of Children and Families Allowable Cost Policy*, the Wisconsin DHS *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Services Audit Guide (DHSAG)*, *Latest Revision* issued by the Wisconsin Department of Health Services, and Wisconsin Statutes §46.036.

In addition, Milwaukee County Purchase of Service contracts limit allow ability of costs. The *Milwaukee County Department of Health and Human Services Year 2019 Purchase of Service Guidelines - Program and Technical Requirements*, and Contractor's Year 2019 application with all required submission including final approved budget are incorporated herein by reference and made a part of this Contract as if physically attached hereto and Contractor shall comply therewith. **Those costs that are allowable under the federal and Wisconsin rules and regulations, but which exceed the individual budget line amounts of the approved program budget by the greater of 10% of the budget line item or 3% of the total budgeted costs are unallowable under this contract. Costs falling within a budget line item for which there are no dollars budgeted are unallowable in their entirety.** In order to be compensated for costs which exceed the individual budget line amounts of the approved program budget by the greater of 10% of the budget line item or 3% of the total budgeted costs, Contractor must submit to County a proposed amended budget along with detailed justification for the proposed budget prior to the end of the contract year to which the budget relates. Contractor will not be compensated for costs in excess of the above limitations until the proposed amended budget has been received, reviewed, and accepted by the County in its entirety. County reserves the right to disallow budget changes proposed by Contractor in part or in its entirety.

Limitations to allowable costs apply to the monthly expense submissions for those contracted services compensated on either the "cost reimbursement" or the "lower of cost incurred or units provided times unit rate" basis. Limitations on allowable costs also apply to the final accounting for program costs in the annual audit provided by the Contractor.

Payor of Last Resort

Purchaser is intended to be the "**payor of last resort**" (Milwaukee County DHHS Payor of Last Resort Policy is incorporated here and by reference) after all other public and private funds restricted to the services being purchased, including medical insurance and restricted

contributions, have been exhausted. Under no circumstances shall the Provider bill, charge, seek remuneration or compensation from or have recourse against the Participant, or any person acting on his/her behalf, for services provided under this Agreement. Except where prohibited by funding restrictions or exclusions, Provider agrees to recover payment from third party payment source, if available. Any surplus restricted program revenues (temporarily restricted net assets) are to be returned to the County as unspent funds.

No funds within this Agreement may be used to supplant Health Insurance, or services funded by, or eligible to be funded by Medicaid Title XIX, any Medicaid Waiver program, a Health Maintenance Organization, including Medicaid HMOs, Wisconsin Family Care or any other Care Management Organizations (CMO), IRIS, Birth to Three, as applicable, or other special managed care programs.

Availability of Funds. Should Purchaser's reimbursement from state, federal, or local sources not be obtained or continued at a level sufficient to allow for payment for the services covered by this Agreement, the obligations of each party may be terminated. Any changes that impact on availability of funding shall be sufficient cause for Purchaser to immediately reduce the amount of payment or unit rate paid to the Provider with or without advance notice. All amounts collected from third parties shall be supported by Provider's records and shall be reported to the Purchaser per Policy and Procedure including billing and service documentation

Payment of the Provider's invoice does not absolve Provider from a final accounting and settlement upon submission and review of Provider's annual audit, or from audit recoveries arising from an on-site audit of Provider's Service Documentation in support of the services billed in accordance with this Contract.

If Provider's residential rate calculation was arrived at using a vacancy factor, DHHS has the right not to pay Provider for the first 14 days per year of a resident's/client's hospitalization or incarceration. Provider agrees to notify Purchaser within 2 business days of a resident's hospitalization or incarceration

PROVISIONS FOR PURCHASED OR LOANED PROPERTY

Any furniture, fixtures or equipment (hereinafter called "property") purchased by Contractor or County, with program funds under this Contract, remains the sole property of County, and in its discretion, County may require such property to be returned to County upon termination of the Contract or any certified service related to the use of the property. An inventory of property acquisitions expensed under this contract must be maintained by Contractor. Property expenditures of \$5,000 or more per item are not an allowable cost under this Contract. A listing of such inventory must be submitted to County before the final payment can be made to Contractor.

Any furniture, fixtures, or equipment including software and software licenses (herein referred to as "Property") provided to Contractor by County under this Contract, or other agreement(s), remains the sole property of County, and in its discretion, County may require such property to be returned to County upon termination of this Contract, or other agreement(s), or any certified service related to the use of the property.

The use of County property shall be limited to the provision of services under this Contract, or other agreement(s) between County and Contractor. Contractor assumes all risk of loss and damage to Property for any cause and agrees that the Property will be returned to County in as good condition as when issued to the Contractor, normal wear and tear excepted. Normal wear and tear shall be defined by County. Returned condition shall be assessed and determined by County. If Contractor is unable to return the equipment in as good condition as when received, normal wear and tear excepted, the Contractor will be financially liable for a dollar amount determined by County up to but not exceeding the replacement value of the Property. In the event of loss or damage to the loaned Property, the County may recover damages owed under this Contract or any other agreement(s) with Contractor by means of a setoff against amounts due to Contractor from any subsequent payments due under this Contract, or from future agreements, or due under any other service agreement with the County. A listing of such property inventory will be attached by "Exhibit P - -Property Inventory" or by attachment to loan agreement(s).

5. **BILLING**

Contractors shall have E-Mail access and the ability to submit electronic, Internet-based on-line invoices to Milwaukee County DHHS Accounting or designee. All billing and invoice formats and procedures shall be determined by Milwaukee County.

Contractor shall provide County with billings for services provided in accordance with Attachment II, Payment Method and shall be paid in accordance therewith. Contractor agrees to comply with all policies and procedures related to documentation of services provided under this contract as a condition of billing for said services, and shall submit to County billing reports for services provided on or before the tenth (10th) working day of the month following delivery of purchased services. Payment by County of Contractor's invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed. Billing reports received thirty (30) days after the termination of this Contract will not be considered for payment by County.

Contractor is responsible for the accuracy of billings for Covered Services and agrees to comply with all Purchaser Policies and Procedures related to billing for Covered Services.

Payment of the Contractor's invoice does not absolve Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's Service Documentation in support of Covered Services billed.

Contractor is under obligation to inform Purchaser if per Contractor's own estimate the contract will be underspent by 25% or more.

County reserves the right to withhold, or recover payment, in whole or in part, adjust Provider's invoice, or otherwise pursue repayment when Provider fails to deliver the Covered Services in accordance with the terms of this Agreement, or any other relevant Purchaser Policies and Procedures.

If a Participant has health insurance that includes coverage for a service that is both reimbursable under said insurance and that service is also covered under the Purchaser Program, Provider must bill the third-party insurance for Covered Services.

If Provider is paid based on time or units of service, billing/invoice must be based on/or reflect actual date of service provision and actual time spent providing Covered Service(s).

6. RECORD KEEPING AND ACCESS TO RECORDS

The Contractor shall maintain in secure and locked cabinets, individualized client files that include all appropriate assessments, service and treatment plans, case contact notes, and all other documents as determined by County.

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.

Upon request, Contractor further agrees to furnish to Milwaukee County DHHS, the Wisconsin DHS, 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 Contractor for furnishing services under any Milwaukee County DHHS program, Wisconsin Medicaid, or Wisconsin Medicaid Waiver program. For state policy related to record retention see DHS 106.02, Wis. Administrative Code.

This provision shall survive the termination of this Agreement regardless of the reason.

Contractor agrees to provide Covered Services on a one-on-one, face-to-face basis unless otherwise specified by County Policy or Procedure.

Contractor agrees to maintain Service Documentation as required by this Contract and Policies and Procedures including a service specific consent as required by applicable DHS Administrative Code for services, signed and dated by the Service Recipient and parent/guardian, if applicable.

Contractor agrees to maintain and retain Service Documentation as required by all applicable Policies and Procedures. See definition of Case Notes for required elements. County reserves the right not to pay for units of Covered Services reported by Contractor that are not supported by Service Documentation required under this Contract.

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).

Contractor agrees to ensure that Direct Service Providers complete and retain Case Notes prior to billing for Covered Services. In no case shall Case Notes be completed more than 10 business days after the provision of Covered Service unless otherwise specified in County Policies and Procedures.

It is further understood that in the case of a minor, case records shall be retained until the participant becomes 19 years of age or until seven (7) years after treatment or other services have been completed, whichever is later.

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, intervention, and effectiveness of services rendered under the Contract. County reserves the right to deny payment of, or require repayment for units of services reported by Contractor that are not supported by documentation required under this Contract notwithstanding that Contractor may have provided the services.

Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of County, the Milwaukee County Division of Audit Services (DAS) , and County's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the specifications of this Contract and any current relevant policies and procedures. Purchaser may require submission of requested documentation prior to payment for Covered Services. This provision shall survive the termination of this Agreement regardless of the reason.

It is agreed that County representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, medical records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's program objectives, client case files, costs, rates and charges for the care and service or as may be necessary to evaluate or confirm Contractor's delivery of the care and service. This provision shall survive the termination of this Agreement regardless of the reason.

Such reviews may be conducted for a period of at least seven (7) years following the latter of Agreement termination, or receipt of audit report, if required. It is further agreed that files, records and correspondence for this engagement must be retained for a period of at least seven (7) years from the date of issuance of certified financial and compliance audit reports. Records shall be retained beyond the seven-year period if an audit or review is in progress or exceptions have not been resolved. This provision shall survive the termination of this Agreement regardless of the reason.

County has authority to adjust pending billings and payments due to the Contractor against any overpayment or any recovery resulting from site review, CPA reviews or other reviews by Milwaukee County representatives and/or representatives of any other local, state, or federal governmental unit. This provision shall survive the termination of this Agreement regardless of the reason.

The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor to the DHHS or the Wisconsin Medicaid program as a result of an investigation or audit conducted by the DHHS or its agents, the Milwaukee County Division of Audit Services (DAS), the Wisconsin DHS, 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. This provision shall survive the termination of this Agreement regardless of the reason.

County reserves the right to submit findings resulting from quality or fiscal reviews to appropriate federal, state or local agencies and licensing/credentialing entities. This provision shall survive the termination of this Agreement regardless of the reason.

PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE

Contractor shall either utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance as may be applicable including, but not limited to, the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and the “Milwaukee County Use of Technologies Policy” (See: http://county.milwaukee.gov/ImageLibrary/Public/MilwaukeeCounty/AdministrativeServices/IMSD/MC_Tech_Policy.pdf).

7. INSPECTION OF PREMISES AND COUNTY SITE AUDITS

Contractor shall allow visual inspection of Contractor’s premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any times that care and services are normally being furnished.

Contractor and County mutually agree that County or County’s representatives including the Milwaukee County Department of Health and Human Services and the Milwaukee County Division of Audit Services (DAS) as well as state and federal officials, reserve the right to review Board approved by-laws, minutes, policies and procedures, employee files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor’s supporting work papers and computer disks, or other electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period up to seven (7) years following the latter of Contract termination, or receipt of audit report, if required.

Contractor shall, within the requested time period, furnish to Purchaser, at no cost to Purchaser, any and all information requested by Purchaser relating to the quality, quantity, and cost of services covered by this Agreement and shall allow authorized representatives of Purchaser, the Milwaukee County DAS, and Purchaser's funding sources to have access to all records necessary to confirm Provider's compliance with law and the specifications of this Agreement and any current relevant Policies and Procedures. Purchaser may require submission of requested documentation prior to payment for Covered Services.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract

administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to seven (7) years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

These provisions shall survive the termination of this Agreement regardless of the reason.

8. AUDIT REQUIREMENTS

- A. Contractor shall submit to Milwaukee County, on or before **July 1, 2020** or such later date that is mutually acceptable to Contractor and Milwaukee County, **one (1) original copy** mailed to address provided below and one soft copy emailed to dhhsca@milwaukeecountywi.gov (*see instructions below for subject line) of an Agency-wide Audit for Calendar Year 2019 if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$100,000 or more, unless waived by Milwaukee County. Contractor may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section 8, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2019 through December 31, 2019, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by July 1, 2020. This provision shall survive the termination of this Agreement regardless of the reason.

Non-profit Contractors who received aggregate federal financial assistance of \$750,000 or more, either directly or indirectly, shall submit to Milwaukee County, on or before **July 1, 2020** or such later date that is mutually acceptable to Contractor and County, **one (1) original copy and one (1) soft copy emailed to dhhsca@milwaukeecountywi.gov** (*see instructions below – subject line) of a certified audit report for Calendar Year 2019 performed in accordance with the Office of Management and Budget (OMB) Circular Uniform Grant Guidance under Part 200 (online at http://www.whitehouse.gov/omb/grants_docs) or per 48 CFR part 31, if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. This provision shall survive the termination of this Agreement regardless of the reason.

***Subject Line for soft copy Audit Report – “Agency Name 2019 Audit Report”**

All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:

1. The Wisconsin *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit guide (DHSAG) Latest Revision* issued by Wisconsin Departments of Health Services (on line at www.DHS.state.wi.us/grants);
2. Standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, December 2011 Revision published by the Comptroller General of the United States; and
3. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor’s fiscal year, or such later date mutually agreed to by Contractor and Milwaukee County. Extensions of the deadline for submission of the audit are at the sole discretion of County. If Contractor determines an extension is necessary, County must receive a request for an extension not later than thirty (30) days prior to the due date for the audit. A request for an extension must include:

- (1) an explanation as to why an extension is necessary;
- (2) the date upon which the County will receive the audit;
- (3) the unaudited financial statements of the Contractor; and,
- (4) any additional information Contractor deems relevant to County's determination.

No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date or waiver must be submitted to:

Milwaukee County Department of Health and Human Services
Contract Administrator
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of County to use other basis of accounting in lieu of

accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

(1) Financial Statements and Supplemental Schedules:

- a. **Comparative Statements of Financial Position** – For Agency-wide audits only.
- b. **Statement of Activities** – For Agency-wide audits only.
- c. **Statement of Cash Flows** – For Agency-wide audits only.
- d. **Program Revenue and Expense Schedule** for each program or activity identified as a single line item on Attachment I of the Purchase of Service Contract, or for each facility provided under a Community Based Residential Facility (CBRF), Adult Family Home (AFH), or Children’s Residential Program Contract with the County, or each program under a Fee-for-Service Agreement with Milwaukee County. If more than one program is provided under this Contract, or any other Contract with this or other divisions of Milwaukee County DHHS, or under a Community Based Residential Facility (CBRF), Adult Family Home (AFH) or Children’s Residential Program Contract a separate Program Revenue and Expense Schedule must be prepared for each program or facility. For program schedules required under this contract, the schedule must follow the format and content of the sample schedule contained in the *Milwaukee County Department of Health and Human Services Year 2019 Purchase of Service Guidelines, Technical Requirements – Audit and Reporting* section. Do not combine multiple line items on the Schedule of Program Revenue and Expenses into a single line item or separate a single line item into multiple line items.
- e. **Schedule of Revenue and Expense by Funding Source** (Agency-wide) is required of all Contractors. This schedule must follow the format and content of the sample schedule contained in the *Milwaukee County Department of Health and Human Services Year 2019 Purchase of Service Guidelines, Technical Requirements – Audit and Reporting* booklet. Do not combine multiple line items into a single line item or separate a single line item into multiple line items.
- f. **Allowable administrative and other allocated overhead (collectively, indirect costs)** will be limited to 10% of net allowable direct program costs (excluding such allocated costs) for agencies/Contractors electing to provide a program audit in lieu of an agency-wide audit.
- g. **Reserve Supplemental Schedule** is required for all non-profit Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). A separate schedule must be completed for each contract/facility, or for each program under a Fee-for-Service Agreement with County. For Contractors whose fiscal year is other

than a calendar year, the period covered by the schedule must be the most recently completed calendar year for all DHHS-funded programs.

The schedule must identify revenue from each Purchaser (earned under each contract) separately, and include total units of service provided to all Purchasers for each contract/facility and total units of service provided under the Contract with County, as well as the items required by the *Provider Agency Audit Guide*, or *Department of Health Service Audit Guide (DHSAG)*, *Latest Revision* for the most recently completed calendar year. Schedule of Profit for For-Profit Contractors Which Provide Participant Care.

- h. For-profit Contractors shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract/facility, or for each rate-based program (service) within a facility. Wis. Stat. 46.036 (3) (c) indicates that contracts for proprietary agencies may include a percentage add-on for profit according to the rules promulgated by the Department of Health Services. These requirements are in the *DHS Allowable Cost Policy Manual*, However allowable profit will be restricted to 5% of net allowable operating costs.
- i. Units of service provided under the Contract, if not disclosed on the face of the financial statements, are required for Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). **Contractor's auditors shall review and report on the extent of support for the number of units for each type of service billed to County, and compare units billed to Contractor's accounting/billing records that summarize units provided per participant. Contractor's auditors shall reconcile billing records to supporting underlying documents in participant case files on a test basis, and report on any undocumented units billed to County that exceed the materiality threshold of the *DHS Provider Agency Audit Guide, 1999 revision* issued by *WI Department of Corrections and Workforce Development* or *Department of Health Service Audit Guide (DHSAG)*, *Latest Revision* issued by Wisconsin Departments of Health Services.** The disclosure must include total units of service provided to all Participants for each program, facility, or rate-based program within a facility; and total units of service provided under the Contract or Service Agreement with County for the most recently completed calendar year.
- j. Notes to financial statements including disclosure of related-party transactions, if any (See Section 19 – “Required Disclosures” of this Contract). Rental cost under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested with the Contractor. Rental cost under sale and leaseback arrangements are allowable

only up to the amount that would be allowed had the Contractor continued to own the property.

Contractor's auditors must disclose the actual costs of ownership, by property, for the property(ies) in question, as well as the amount of such costs to be allocated to each DHHS program, the amount of rent originally charged, and the amount of such rent that is an unallowable cost.

- k. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department as pass-through grantor, the contract number as pass-through grantor's identifying number, and the program name and number from the Attachment I of the Contract. Each program under County Contract must be reported as a separate line item by contract year.

(2) Independent Auditors Reports and Comments:

- a. "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire agency.

Or, for Program Audits

"Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

- b. Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS), and the *Provider Agency Audit Guide*, 1999 revision *issued by WI Department of Corrections and Workforce Development or Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Department of Health Services.

Or, for Program Audits

"Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit."

- c. "Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Part 200 Uniform Grant Guidance" (applicable only if the audit is also in accordance with OMB Part 200 Uniform Grant Guidance).

- d. Schedule of findings and questioned costs to include:

- Summary of auditor's results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;
 - Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
 - Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Part 200-Uniform Grant Guidance, if applicable;
 - Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;
 - Other audit issues related to grants/contracts with funding agencies that require audits to be performed in accordance with the *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services; and
 - Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.
- e. A copy of the Management Letter or other document with auditor's comments issued in conjunction with the audit shall be provided to County, along with Management's response to the Management Letter. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

(3) Contractor Prepared Schedules and Responses:

- a. Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. The schedule shall include the items required by the *Provider Agency Audit Guide*, 1999 Revision issued by WI Department of Corrections and Workforce Development, or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Departments of Health Services. If no prior year findings were reported, the schedule must state that no prior year findings were reported.
- b. Corrective Action Plan (CAP), for all current-year audit findings related to County funded programs and/or financial statements of the Contractor. The Corrective Action Plan shall be prepared by Contractor, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective action plan; the planned corrective action; and, the dates of implementation and anticipated completion.
- c. Management's responses to each audit comment and item identified in the auditor's Management Letter.

(4) General:

The following is a summary of the general laws, rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit.

- a. Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), Latest Revision.
 - b. OMB Uniform Grant Guidance Part 200
 - c. The allow ability of costs incurred by commercial organizations is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - Contract Cost Principles and Procedures.
 - d. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
 - e. State of Wisconsin, Department of Administration Single Audit Guidelines - Latest Revision.
 - f. State of Wisconsin Department of Health Services, Provider Agency Audit Guide - 1999 Revision issued by WI Department of Corrections and Workforce Development.
 - g. *Department of Health Services Audit Guide (DHSAG) Latest Revision* issued by Wisconsin Department of Health Services.
 - h. State of Wisconsin Department of Health Services, Allowable Cost Policy Manual - Latest Revision.
 - i. State of Wisconsin Department of Children and Families Allowable Cost Policy Manual, Latest Revision.
 - j. AICPA Generally Accepted Auditing Standards.
- B. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with County or County's representative(s) including the Milwaukee County Department of Health and Human Services and the Milwaukee County Division of Audit Services (DAS) as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least seven (7) years following the latter of Contract termination, or receipt of audit report by County. This provision shall survive the termination of this Agreement regardless of the reason.
- C. Contractor and County mutually agree that County or County's representative(s), including the Milwaukee County Department of Health and Human Services and the Milwaukee County Division of Audit Services (DAS) , as well as state and federal officials, reserve the right to review certified audit reports, supporting workpapers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least seven (7) years following the latter of contract

termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

D. Contractors reporting on a **fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements** upon submittal of the following **unaudited** schedules:

(1) A schedule of revenue and allowable costs allocated by funding source, and by program, covering the period from the end of the Contractor's fiscal year ended in 2019 through December 31, 2019, for each program or activity identified as a fee for service agreement with Milwaukee County, referenced as a line item on the Attachment I of a Purchase of Service Contract and for each Community Based Residential Facility (CBRF).

The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before July 1, 2020, or such later date that is mutually acceptable to Contractor and County.

(2) If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies program revenues and allowable costs for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.

E. Contractor shall maintain records for audit purposes for a period of at least seven (7) years following the latter of contract termination or receipt of audit report by County. This provision shall survive the termination of this Agreement regardless of the reason.

F. **Contractor's Sub-recipients**

Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their sub-recipients.

Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of sub-recipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

Sub-recipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of County, the Milwaukee County Division of Audit Services (DAS) and County's funding sources to have access to all records necessary to confirm sub-recipient's compliance with law and the specifications of this Contract and the subcontract. This provision shall survive the termination of this Agreement regardless of the reason.

It is agreed that County representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of sub-recipient as may be requested to evaluate or confirm sub-recipient's program objectives, participant case files, costs, rates and charges for the care and service, or as may be necessary to evaluate or confirm sub-recipient's delivery of the care and service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by sub-recipient for a period of at least seven (7) years following the latter of contract termination, or receipt of sub-recipient's audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

Sub-recipient shall allow visual inspection of sub-recipient's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time that care and services are being furnished.

G. Failure to Comply with Audit Requirements:

If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County, or fails to request and receive an audit submission waiver (if applicable/available), as required by this Contract within the specified timeframe, the County may:

- a. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
- b. Charge Contractor for all loss of Federal or State aid or for penalties assessed to County because Contractor did not submit a complete audit report within the required time frame;
- c. Disallow the cost of the audit that did not meet the applicable standards; and/or
- d. Withhold or suspend any or all payments due the Contractor from County.
- e. Suspend, reduce or terminate the Contract/Agreement, or take other actions deemed by County to be necessary to protect the County's interests.
- f. In the event of selection by County of an organization or individual to complete an audit of Contractor's financial statements, County shall withhold from future payments due to the Contractor from County an amount equal to any additional costs incurred by the County for the completion of an audit of Contractor's records by an auditor selected by County.
- g. County may withhold or recover a sum of \$1,500.00 from payments due to the Contractor from County as liquidated damages.

- h. County may impose additional monitoring and/ or reporting requirements on contractor. Or take any other action that County determines is necessary to protect federal or state funding.
- i. These provisions shall survive the termination of this Agreement regardless of the reason.
- j. Upon receipt of the audit report, County will complete preliminary review of all audits received to determine whether additional information is required and notify Contractor of any additional information required to complete review. Once the complete audit is received, County will complete a compliance review and notify Contractor of County's actions on the audit report.
- k. Contractor agrees to submit to DHHS plans for correcting weaknesses identified in audit reviews. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due the Contractor from DHHS and ineligibility for future agreements/contracts with DHHS until six months after such time as these requirements are met. This provision shall survive the termination of this Agreement regardless of the reason.
- l. Contractor agrees that the DHHS is entitled to repayment of amounts identified as a result of the audit required under this section and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. Interest and any legal expenses incurred by DHHS in collection of these amounts shall be charged the Contractor on outstanding repayments as set forth in s46.09 (4) (h) Milwaukee County General Ordinances. This provision shall survive the termination of this Agreement regardless of the reason.
- m. Contractor and County mutually agree that the Milwaukee County DHHS or its agents, the Milwaukee County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Agreement regardless of the reason.
- n. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any DHHS programs, or Fee-for-Service Provider Networks as a result of an investigation or audit conducted by DHHS or its agents, the Milwaukee County Division of Audit Services (DAS) , the Wisconsin Department of Health Services, 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. This provision shall survive the termination of this Agreement regardless of the reason.
- o. If the County has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Contractor to receive County funding under this Contract and other County Agreements at a level that would require an audit does not

absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract. This provision shall survive the termination of this Agreement regardless of the reason.

9. **NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS, AND EQUAL EMPLOYMENT OPPORTUNITY**

No eligible client or patient shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation.

10. **PERFORMANCE BOND**

The Contractor will be required to provide to County a Performance Bond equal to \$0 with surety satisfactory to County, within forty-five (45) working days after notice is received from the DHHS that the Contract has been awarded to the Contractor. The cost of providing the bond shall be included in the per-unit cost or net expenses and no additional compensation will be allowed therefore. All other specifications pertaining to insurance requirements will pertain to this bond requirement. The County may, at its sole discretion, waive or reduce this requirement. **The Performance Bond is waived under this Contract.**

11. **INDEMNITY & INSURANCE**

- A. Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents or Subcontractor(s) or Independent Service Providers, which may arise out of or are connected with the activities covered by this Agreement.
- B. Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board members and volunteers. Such evidence shall include insurances covering Workers' Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability and Professional Liability (where applicable) in the minimum amounts listed below. Contractor must obtain all required coverage or confirm that applicable coverage has been obtained by County approved Independent Service Provider(s) or approved Subcontractor(s).

- C. Automobile insurance that meets the Minimum Limits as described in this Contract is required for all agency vehicles (owned, non-owned, and/or hired). In addition, Contractor shall have Automobile Liability Insurance that meets the Minimum Limits for non-owned and/or hired autos as described in this Contract.

Contractor hereby certifies that Contractor's Direct Service Providers who use personal vehicles for any purpose related to the provision of Covered Services have in effect insurance policies in companies licensed to do business in the State of Wisconsin providing protection against all liability, including public liability and property damage, arising out of the use of their automobiles during the course of their employment. Contractor further certifies that said Direct Service Providers have a Driver's License valid in the state of Wisconsin.

- D. If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers (including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.
- E. It being further understood that failure to comply with insurance requirements may result in suspension:

TYPE OF COVERAGE	MINIMUM LIMITS
<u>Wisconsin Workers' Compensation Employer's Liability</u>	\$100,000/\$500,000/\$100,000
<u>Commercial General and/or Business Owner's Liability</u>	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	\$1,000,000 - Per Occurrence \$1,000,000 - General Aggregate
<u>Automobile Liability</u>	
Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired Uninsured Motorists	\$1,000,000 Per Accident Per Wisconsin Requirements
<input type="checkbox"/> <u>Professional Liability **</u>	
To include Certified/Licensed Mental Health and AODA Clinics and Providers and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	\$1,000,000 Per Occurrence \$3,000,000 Annual Aggregate As required by State Statute
Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State of Wisconsin (indicate if Claims Made	\$1,000,000 Per Occurrence/Claim \$3,000,000 Annual Aggregate

or Occurrence)

Other Professionals	\$1,000,000 Per Occurrence \$1,000,000 Annual aggregate or Statutory limits whichever is higher
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*** Please check (enter an X) in the box next to Professional Liability, if Professional Liability Insurance is required for this agreement.*

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well

- F. Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an “additional insured” endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation, or a non-renewal disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with “additional insured” endorsement are:

1. Transport companies insured through the State “Assigned Risk Business” (ARB).
2. Professional Liability where additional insured endorsement is not allowed by the insurance company.

- G. Workers Compensation coverage is required for all Contractors, regardless of organizational structure or size (includes one-employee providers as well as Contractors composed solely of independent contractors). In addition to the coverages and minimum amounts mentioned in the insurance provision of the Agreement, the vendor shall also provide evidence of the following endorsement:

A Waiver of Subrogation for Workers’ Compensation by endorsement in favor of Milwaukee County is also required. A copy of the endorsement shall be provided to DHHS.

- H. Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverage (with the Milwaukee County Department of Health and Human Services named as the “Certificate Holder”) shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Contractor’s responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER

Milwaukee County Department of Health and Human Services
Contract Administrator
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

- I. If Contractor’s Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate

of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services* coverage is Claims-Made and indicate the Retroactive Date, Contractor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Contractor.

- J. Binders are acceptable preliminarily during the Contractor application process to evidence compliance with the insurance requirements.
- K. All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County, if requested, to obtain approval of insurance requirements.
- L. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 North Ninth Street
Milwaukee, WI 53233

The insurance requirements contained in this Agreement are subject to periodic review and adjustment by the County Risk Manager. Failure on part of the Contractor to produce or maintain the required insurance during the term of contract including any extension(s), shall constitute a material breach of the contract upon which County may immediately terminate this agreement.

11. WITHHOLDING OF PAYMENTS

Failure of Contractor to comply with contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in the Attachment II, Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Health and Human Services' administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional information by County. County may withhold payment entirely until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

12. CONTRACT TERMINATION

The financial arrangements in this Contract are based on conditions existing as of January 1, 2019, including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Contract. If such conditions change due to causes beyond Contractor's control, including, but not limited to, a change in the scope of Contractor's services, a decrease in referrals or census or the availability of labor; efforts to organize labor; increases in costs, Federal State and local taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Contractor's control (each, a "Material Adverse Change"), then Contractor shall notify County in writing that a Material Adverse Change has occurred. Within the 60-day period immediately after County receives such notice of Material Adverse Change, the Contractor and County shall, in good faith, renegotiate the terms of this Contract, in order to address the altered circumstances brought about by such Material Adverse Change. In the event Contractor and County are unable to renegotiate the terms of the Contract to their mutual satisfaction, Contractor may terminate this Contract but shall not be relieved of its obligations under this Contract until the 180th day after County first received such notice of Material Adverse Change.

This contract may be terminated upon Thirty (30) days written notice by County for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the clients and patients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 licensing.

Termination shall not release the Provider of its obligation to complete treatment of Participants receiving treatment until transfer/transition of the Participant/Service Recipient can be accomplished with minimal disruption to the continuity of service or 180 days from the date of termination notice, whichever is earlier. Purchaser shall pay for Covered Services as provided in the Agreement. Provider should assist in orderly transfer/ transition of Participants/Service Recipients to new provider(s) as directed by Purchaser and provide to new Provider copies of all required service documentation, case notes, medical files and personal records, which are required by the new Provider to provide proper services to the Participants/Service Recipients. Failure to comply with this requirement may result in liquidated damages/claims against the Provider and may bar the Provider from other contracting opportunities with County or may be a cause for termination of other contracts with County. This provision shall survive the termination of this Agreement regardless of the reason.

Failure to maintain in good standing required licenses, permits and/or certifications, may, at the option of the County, result in immediate termination of this contract. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party.

It is understood that the ability of Milwaukee County to contract for these services is dependent upon the receipt of funds from the budget. County, therefore, reserves the unilateral right to terminate participation in such service upon ten (10) days written notice when, (1) it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated, or (2) failure of Contractor to fulfill its obligations under this Contract.

If circumstances exist which threaten imminent harm or safety and wellbeing of Participants/Service Recipients or which results in Provider being legally unable to deliver covered services, this may justify or require immediate termination

Failure on the part of Contractor to comply with this Contract may be cause for early termination of the Contract without the right to cure the breach of Contract.

Failure on the part of Contractor to provide deliverables (reports, supporting documents etc.) or frequency thereof, as required under this contract and/or required by the County will result in immediate cessation of work under this Contract. In such instance, the work under this contract cannot be resumed unless such deliverables are provided to County's satisfaction and a written notice to resume work is received by the Contractor. Such breach may also result in early termination of the Contract without the right to cure the breach of the agreement.

In the event of termination, the County will only be liable for State reimbursable services rendered through the date of termination and not for the uncompleted portion, or any materials or services purchased or paid for by Contractor for use in completing this Contract.

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as required in this Contract. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

In the event of termination, the Contractor will be notified in writing in accordance with the Section of this Contract regarding "Notices".

Should County reimbursement from state or federal sources not be obtained or continued at a level sufficient to allow for payment for the quantity of services in this Contract, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state or federal sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.

County reserves the right to withdraw any qualified recipient from the program, service, institution or facility of the Contractor at any time, when in the judgment of County, it is in the best interest of County or the qualified recipient so to do.

Should Purchaser reimbursement from state, federal or other sources not be obtained or continued at a level sufficient to allow for payment for the quantity of services in this Agreement, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state, federal or other sources shall be sufficient basis for Purchaser to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.

When agreement is terminated, the Contractor shall not incur new obligations for the terminated agreement after the effective date, and shall be responsible for all outstanding obligations after the effective date of the termination. The Purchaser shall not allow credit to the Contractor for the Purchaser's share of any obligations incurred by the Contractor after termination except for the services provided under clause "B" above. This provision shall survive the termination of this Agreement regardless of the reason.

The Contractor shall, within 60 days, refund any unearned County funds advanced to the Contractor. This provision shall survive the termination of this Agreement regardless of the reason.

The Contractor shall submit, within 30 days of the date of termination final invoice/billings and shall submit within 120 days all other financial, performance, and other reports required by the terms of the agreement. The Purchaser may extend the due date for any report upon receiving a justified request from the Contractor and may waive any report which is not needed. This provision shall survive the termination of this Agreement regardless of the reason.

If a Contract is terminated without audit, the Purchaser retains the right up to five years to disallow and recover an appropriate amount, after fully considering any recommended disallowances resulting from an audit which may be conducted later. This provision shall survive the termination of this Agreement regardless of the reason.

The termination of this Contract does not affect the Contractor's responsibilities with respect to return of/disposal of property purchased with Purchaser's funding or with respect to any program income or other recovery for which the Contractor is still accountable as provided by law. This provision shall survive the termination of this Agreement regardless of the reason.

Amounts payable to the Purchaser under any of the provisions of this agreement shall constitute a debt or debts owed by the Contractor to the Purchaser, and shall be recovered from the Contractor or its successor or assignees by setoff or other action as provided by law this provision shall survive the termination of this Contract regardless of the reason.

13. CONTRACT RENEGOTIATION

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

14. INDEPENDENT CAPACITY AND RELATIONSHIP

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Parties hereto agree that the Contractor, its officers, agents and employees, in the performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee or agent of the Contractor or County. Further Contractor agrees to take such steps as may be necessary to ensure that each Independent Service Provider and/or subcontractor of the Contractor will be

deemed to be an independent contractor and will not be considered or permitted to be an agent, officer, employee, servant, joint venture, or partner of the Contractor or County.

When signing this contract, the Provider certifies that no relationship exists between Provider and the Purchaser that interferes with fair competition or is a conflict of interest, and no relationship exists between the Provider and another person or organization that constitute a conflict of interest with respect to this agreement. If there is a conflict of interest, the Provider must notify the Purchaser's Contract Manager. Based on such notice Purchaser's Contract manager may waive such provision in writing, if the activities of the Provider will not be adverse to the interest of the Purchaser or County.

15. CONTRACT ADJUSTMENTS

Any contract or contract adjustment must be approved as set forth in section 46.09(1), and shall not take effect until authorized by resolution of the County Board, if applicable.

16. ASSIGNMENT AND SUBCONTRACT LIMITATION

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

Contractor may not subcontract this agreement in part or in whole, including agreements with Independent Service Providers, without prior written consent of County. Any such subcontract or Independent Service Provider agreement must be in writing and must use: for Independent Service Provider - the standard Independent Service Provider Agreement developed by County; for Subcontractors – Pre-approved Subcontract Agreement containing all the provisions of this Contract with prior approval of the County, before provision of any service under this Contract.

Billing may be disallowed for any services covered in this Agreement provided by unauthorized Independent Service Providers or subcontractors. Provider is responsible for supervision and fulfillment of the terms and conditions of this Agreement when entering into agreements with approved ISP or approved subcontractors.

17. RESOLUTION OF DISPUTES

The Contractor may file a formal grievance or otherwise appeal decisions of Purchaser in accordance with Purchaser Policies and Procedures, Milwaukee County Ordinances.

18. PROHIBITED PRACTICES

During the period of the Contract, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Health and Human Services representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Health

and Human Services. No employee of the Milwaukee County Department of Health and Human Services representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Health and Human Services.

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances which states in part, *"No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee. "*

Said Chapter further states, *"No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."*

Contractor is prohibited from offering other providers, or any other person(s), monetary compensation or any other type of reciprocal compensation for making referrals to Contractor for services under this Contract.

The use or disclosure by any party of any information concerning eligible clients or patients who receive services from Contractor, for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or patient or the guardian of the client or patient.

19. REQUIRED DISCLOSURES

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 Contractor shall furnish, upon request, to the Milwaukee County DHHS and upon request, to the Wisconsin DHS 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 Contractor;
- (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 who have had business transactions with the Contractor;
- (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.

Contractor shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporations or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to the federal government, state government, or their agents for income tax withholding, FICA, Worker's Compensation, garnishments or other employee related liabilities, sales tax, income tax of Contractor, or other monies owed in excess of \$5,000 in the aggregate. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to any Governmental entity(ies) in excess of \$10,000 in the aggregate, related to the operation of this Contract, for which County has or will reimburse Contractor. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the creditor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by Contractor to resolve the dispute.

20. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders; and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Contract:

- A. Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in any Federal health care program, or in Federal procurement or non-procurement programs; or
- B. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- D. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;

- E. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- F. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (E); and
- G. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

21. CORRECTIVE ACTION, CONDITIONAL STATUS, SUSPENSION, TERMINATION AND DEBARMENT

Contractor understands and agrees that Purchaser can request or impose a condition of **Corrective Action** based on a review of Service Documentation, Complaint/Grievance, violation of Policy and Procedure, performance measurement outcomes and/or any other fiscal, quality, or client safety related matter. Purchaser’s authority for determination is final unless subject to appeal procedures defined by Chapter 110 of Milwaukee County Code of General Ordinances, or Article 1, Procurement Procedure Administrative Manual Milwaukee County Behavioral Health Division, Legal & Contractual Remedies, as applicable, or other applicable Federal or State laws, Purchaser has final authority for determination of substantiation of findings which may lead to a condition of Corrective Action. Contractor shall be required to implement and comply with provisions of Corrective Action as a condition of this Agreement.

Contractor understands and agrees that Purchaser has final authority for the approval, denial, modification of, and determination of adherence to, a Corrective Action Plan. A Corrective Action may or may not be associated with Conditional Status or Suspension as defined below.

Conditional Status, Suspension, Termination and Debarment applies to agency Contractors, as well as individual Direct Service Providers, and Indirect Staff

A. Conditional Status

“Conditional Status” is defined as a period of time for up to one year when an agency will be more closely monitored and reviewed for compliance with the provisions of this Contract. 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 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 one year 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 Department of Audit 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 this 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 this Contract 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 this 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 for fraudulent business practices.
6. Contractor has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
7. 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.
8. Failure of Contractor to respond to communication from County for a period of 30 days or more.
9. Other breaches of this Contract.

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 this Contract, 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 Section 29 (Notices) of this Contract 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. Termination

Contractor may have any or all Agreements with County terminated for cause 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 DHHS; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not limited to, 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 DHHS Quality Assurance Site Reviews or audits; failure to permit access to or provide documents and records requested by the DHHS; failure to correct findings or other conditions identified in a Quality Assurance Site Review, County audit, or annual independent audit; any other breaches of this Agreement.

Any Contractor that has had one or more agreements with County terminated for cause or default shall not be permitted to apply for, or engage in, providing Covered Services under any agreement with the DHHS for a minimum of three (3) years from commencement date of termination.

The financial arrangements in this Agreement are based on conditions existing as of January 1, 2019, including any representations regarding existing and future conditions made by Purchaser in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Provider's control, including, but not limited to, a change in the scope of Provider's services, a decrease in referrals or census or the availability of labor; efforts to organize labor; increases in costs, Federal State and local taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Provider's control (each, a "Material Adverse Change"), then Provider shall notify Purchaser in writing that a Material Adverse Change has occurred. Within the 60-day period immediately after Purchaser receives such notice of Material Adverse Change, the Provider and Purchaser shall, in good faith, renegotiate the terms of this Agreement, in order to address the altered circumstances brought about by such Material Adverse Change. In the event Provider and Purchaser are unable to renegotiate the terms of the Agreement to their mutual satisfaction, Provider may terminate this Agreement but shall not be relieved of its obligations under this Agreement until the 180th day after Purchaser first received such notice of Material Adverse Change

- i. This Agreement may be terminated upon Thirty (30) days following written notice by Purchaser for any reason, with or without cause, unless an earlier

date is determined by Purchaser to be essential to the safety and well-being of the Participants/families covered by this Agreement with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 (Uniform Licensing) of the Wisconsin Statutes and Annotations.

- ii. Termination, or notice of termination, shall not release the Provider of its obligation to complete treatment of Participants receiving care or treatment until transfer/transition of the Participant/Service Recipient can be accomplished with minimal disruption to the continuity of service, or 180 days from the date of termination notice, whichever is earlier. In order to continue treatment or transfer/transition of Service Recipients, Provider will enter into a contract amendment with Purchaser extending the contract expiration date until such time as an orderly transition is accomplished. Payment by Purchaser for services as provided in the Agreement shall be contingent upon the parties to this agreement entering into a contract, or contract extension, if necessary, in order to pay Provider. Purchaser shall not pay Provider without an executed contract between the parties during the period of service. Provider shall assist in orderly transfer/transition of Participants/Service Recipients to new provider(s) as directed by Purchaser and provide to new Provider, or Purchaser, all required service documentation, case notes, treatment records, medical files and personal records, which are required by the new Provider, or Purchaser, to provide proper services to the Participants/Service Recipients at current Provider's cost. Failure to comply with this requirement is a breach of contract, and may result in liquidated damages/claims against the Provider of up to \$2,000 per client, based on the severity of the breach, for each day beyond the Purchaser's deadline for receipt of Service Recipient records, and may bar the Provider from other contracting opportunities with Milwaukee County, or may be a cause for termination of other contracts with Milwaukee County. This provision shall survive the termination of this Agreement regardless of the reason.
- iii. If circumstances exist which threaten imminent harm or safety and well-being of Participants/Service Recipients or which results in Provider being legally unable to deliver the services covered in this Agreement, Purchaser can justify or require immediate termination.
- iv. Failure on the part of Provider to comply with this Agreement may be cause for early termination of the Agreement without the right to cure the breach of Agreement.
- v. In the event of termination, Purchaser will only be liable for reimbursement of the services provided in accordance with this Agreement rendered through the date of termination.
- vi. This Agreement may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as required in this Agreement. Revision of this Agreement must be agreed to by both parties by an addendum signed by their authorized representative, except as such revision relates to the addition or discontinuance of contracted services or change in rates as provided in Section Four (Compensation).

- vii. Provider shall notify Purchaser, in writing, whenever it is unable to provide the required quality in the agreed upon Services detailed in the Scope of Work. Upon such notification, Purchaser and Provider shall determine whether such inability to provide the expected quality of services covered in the Scope of Work will require a revision or early termination of this Agreement.
- viii. Purchaser reserves the right to withdraw any qualified Participant/Service Recipient from the program, service, institution or facility of the Provider at any time, when in the judgment of Purchaser, it is in the best interest of Purchaser or the qualified Service Recipient.
- ix. In the event of termination, the Provider will be notified in writing in accordance with Section Twenty-nine (Notices) of this Agreement.
- x. When agreement is terminated, the Provider shall not incur new obligations for the terminated agreement after the effective date, and shall be responsible for all outstanding obligations after the effective date of the termination. The Purchaser shall not allow credit to the Provider for the Purchaser's share of any obligations incurred by the Provider after termination except for the services provided under clause C, sub ii, above. This provision shall survive the termination of this Agreement regardless of the reason.
- xi. The Provider shall, within 60 days, refund any unearned County funds advanced to the Provider. This provision shall survive the termination of this Agreement regardless of the reason.
- xii. The Provider shall submit, within 30 days of the date of termination final invoice/billings and shall submit within 120 days or other mutually agreed upon date all other financial, performance, and other reports required by the terms of the agreement. The Purchaser may extend the due date for any report upon receiving a justified request from the Provider and may waive any report which is not needed. This provision shall survive the termination of this Agreement regardless of the reason.
- xiii. If an Agreement is terminated without audit, the Purchaser retains the right, up to four years, to disallow and recover an appropriate amount, after fully considering any recommended disallowances resulting from an audit which may be conducted later. This provision shall survive the termination of this Agreement regardless of the reason.
- xiv. The termination of an Agreement does not affect the Provider's responsibilities with respect to return of/disposal of property purchased with Purchaser's funding or with respect to any program income or other recovery for which the Provider is still accountable. This provision shall survive the termination of this Agreement regardless of the reason.
- xv. Amounts payable to the Purchaser under any of the provisions of this agreement shall constitute a debt or debts owed by the Provider to the Purchaser, and shall be recovered from the Provider or its successor or assignees by setoff or other action as provided by law. This provision shall survive the termination of this Agreement regardless of the reason.

D. 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, 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 this 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.

22. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

General Provision of Intent. Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of

1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Health and Human Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.

Changes to the Contract. Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA.

Contractors shall be subject to compliance with the HIPAA regulations as “covered entities.” To the extent that the HIPAA regulations apply to Contractor, Contractor agrees to comply with the HIPAA regulations and shall have required documents available for inspection upon request. Covered entities that fail to comply with the applicable standards may be subject to a written complaint filed with the Secretary of Health and Human Services. This provision shall survive the termination of this Agreement regardless of the reason.

Generally, Contractor or vendors are not business associates of payers. However, if and only if Contractor is also providing administrative services for DHHS or BHD, or have access to data of clients other than their own, they will also be covered by the attached Business Associates Agreement. Therefore, unless specifically identified by Purchaser via a separate business associate agreement, Contractors are not considered business associates of Purchaser.

23. COMPLIANCE WITH CAREGIVER BACKGROUND CHECKS

Purchaser and Provider agree that the protection of Participants/Service Recipients served under this Agreement is paramount to the intent of this Agreement. Provider certifies that it will comply with the provisions chapters 48 and 50 Wis. Stats. and DHS 12 and/or DCF 12, Wis. Admin. Code (online at <http://docs.legis.wisconsin.gov>), as applicable, and the terms of the **Milwaukee County DHHS Caregiver Background Check Policy and Procedure, No. 001** (<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>), prior to and when sending staff add requests to Purchaser for approval of staff and during entire duration of caregiver providing services to Purchaser’s clients. Provider is liable for compliance with Wisconsin Caregiver Law, chapters 48 and 50 Wis. Stats. and DHS 12 and/or DCF 12, Wis. Admin. Code including review of caregiver’s background check prior to submitting any provider add requests to Purchaser.

Purchaser may also request from provider or obtain conviction records through the [Wisconsin Circuit Court Access \(WCCA\) system, formerly known as CCAP](http://wcca.wicourts.gov), online at: <http://wcca.wicourts.gov>, and may consider convictions found through WCCA which may or may not appear through the Wisconsin Criminal History Records Request process (the DOJ report). In the following cases Provider need to run the WCCA check or obtain criminal complaint and judgment of conviction when:

- a. Convictions on the offences list appear on the BID but not on the DOJ response;
- b. DOJ response is without a conclusive disposition on a charge or conviction in the offenses list; or

- c. BID or DOJ response indicates any “look behind” crime occurring within the last five years (misdemeanor battery, battery to an unborn child, battery special circumstances, reckless endangerment, invasion of privacy, disorderly conduct or harassment etc.).

Prior to the provision of Covered Services, and dated no more than 90 days prior to requesting to add a particular staff as a DSP or Indirect Staff, Provider shall conduct background checks at its own expense on all DSPs, Indirect Staff, contract staff, Independent Service Provider or volunteers who have regular, direct contact with Service Recipients or the personal property of the Service Recipients. Background checks obtained from other entities are not transferable. Provider shall **submit and retain** in its personnel files copies of: 1) a Background Information Disclosure (BID) Form DHS F82064(current versions); 2) a Wisconsin Criminal History Records Request (Form DJ-LE 250) from the Department of Justice Crime Information Bureau (CIB) indicating a “no record found” response or a criminal record transcript, 3) a Department of Health Services (DHS) letter that reports the status of a person’s administrative findings or license restrictions; and 4) a search of out-of-state records, tribal court proceedings and military records if indicated based on DHS 12.

This includes obtaining a background check from any other state in which the individual has resided during the previous five (5) years, either by obtaining the record from the other state, or by obtaining an FBI fingerprint check.

Details for obtaining an FBI fingerprint check can be found at: <http://www.doj.state.wi.us/dles/cib/background-check-criminal-history-information>

In addition, Provider agrees to the following:

- A. After the initial background check, Provider is required to conduct a new background check every four (4) years (on or before the four year anniversary of the prior DOJ/CIB report), or at any time within that period when Provider has reason to believe a new check should be obtained. Provider shall submit the results of all subsequent background checks which show arrest or conviction events which occurred since the initial request.
- B. Provider shall maintain background check documentation for the most recent five year period for every employee and Independent Service Provider who meets the definition of Caregiver under DHS 12.
- C. Provider shall maintain the results of background checks on its own premises for a period of at least four (4) years following the termination of this Purchase of Service Contract. Purchaser may audit Provider’s personnel files to assure compliance with the Wisconsin Caregiver Program Manual, (online at <http://dhs.wisconsin.gov/caregiver/publications/CgvrProgMan.htm>).
- D. 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 (http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12). In instances including, but not limited to, multiple (2 or more), recent (within five years), or felony convictions, or for any charges with open dispositions, Provider may be required to obtain a copy of the Criminal Complaint from the Clerk of Court's Office, to determine whether a conviction is substantially related to care of a client. County reserves the right to make a final

determination regarding conviction records and whether a conviction is substantially related to the Covered Service in question.

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 have a written policy which is communicated to all DSP 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

- E. Provider must notify Purchaser within one (1) business day if an existing employee, Independent Service Provider, DSP or caregiver has been arrested charged with or convicted of any crime.

24. CIVIL RIGHTS COMPLIANCE

Contractor agrees that it will comply with the provisions of the *CRCP for Profit and Non-Profit Entities* which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, online at:

<http://www.dhs.wisconsin.gov/civilrights/Index.HTM>

Consistent with the requirements of the U.S. Department of Health and Human Services, the State of Wisconsin Department of Workforce Development (DWD) and the Department of Health Services (DHS), Contractor with 50 Employees AND any combination of funding in the amount of \$50,000 or more from County and/or the State are required to complete a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plans prior to execution of this agreement.

Contractor with direct State contracts with DWD or DHS with fewer than 50 employees, or Network Contractors receiving less than \$50,000 in direct State funding are required to file a Letter of Assurance with DWD or the DHS within 15 days of contract award.

Contractor with fewer than 50 employees or Contractors receiving less than \$50,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, WI 53203.

Completion forms, instructions, sample policies and plans are posted on the State website at: Completion forms, instructions, sample policies and plans are posted on the State website listed above.

DHHS will take constructive steps to ensure compliance of the contractor with the provisions of this subsection. Contractor agrees to comply with Civil Rights monitoring reviews performed by DHHS including the examination of records and relevant files maintained by Contractor. Contractor further agrees to cooperate with DHHS in developing, implementing, and monitoring corrective action plans that result from any reviews.

25. CONFIDENTIALITY

Contractor shall not use or disclose any information concerning eligible Participants who receive Covered Services from the Contractor for any purpose not connected with the administration of the Contractor's responsibilities under this Agreement, or those of County, except with the informed written consent of the Participant and/or the Participant's legal guardian as described in Chapter DHS 92-Confidentiality of Treatment Records and other such confidentiality provisions of the State of Wisconsin Administrative Code and any applicable County's Policy(s). Contractors who are providing services to Alcohol and Drug Abuse participants will comply with the Code of Federal Regulations Title 42, Chapter One, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

26. CLIENT RIGHTS

Contractor must honor the right of every Participant/Service Recipient as stated in the Mental Health Act Wisconsin Statute, Chapter 51 State Alcohol, Drug Abuse, Developmental Disabilities and Mental Health Act, 51.30 Records and 51.61 Patient Rights; The Wisconsin Administrative Code – Chapter DHS 94 – Patient Rights and Resolution of Patient Grievances, and any other applicable federal, state, local laws, or County Policies and Procedures.

At a minimum, client rights shall include a policy of non-retaliation and the option of filing complaints anonymously.

27. PERFORMANCE MEASUREMENT

County may consider Contractor performance history in consideration of Service Recipient referrals and in termination or non-renewal decisions about this Contract. Contractor Performance Measures may be developed which reflect Service Recipient satisfaction, consumer feedback, compliance with Contract and/or Policies and Procedures, and Service Recipient outcomes, conformance with evidence based practices or required service protocols, or other performance domains. Purchaser reserves the right of non-renewal or early termination of contract for low referral or service activity or reallocation of funding to other services.

Purchaser reserves the right to publish and distribute results of the Performance Measures or other Quality or Compliance review results and will encourage the consideration of Performance history in the selection of Contractor.

County reserves the right to establish and test for knowledge and competency standards related to Covered Services and/or Agreement requirements for Providers, Direct Service Providers, and Indirect Staff.

If substantial deficiencies are identified by Purchaser of Provider knowledge or competence in the delivery of services performed under the Scope of Work, Purchaser may require corrective action to correct the deficiencies.

The Purchaser will monitor the Provider's performance and may use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet contract goals and expected results, the Purchaser may reduce or terminate the contract.

ASSESSING PERFORMANCE IN DELIVERY OF SERVICES

The Purchaser retains sole authority to determine whether the Provider's performance under the contract is adequate. The Contractor agrees to the following:

- A. The Provider shall allow the Purchaser's care manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and the contract.
- B. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.
- D. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.
- E. The Provider shall cooperate with the Purchaser in implementing the Purchaser's program for assessing client satisfaction with services. The Purchaser reserves the right to require the Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall submit all performance and other program reports as required in Contract or requested by purchaser.

28. WHISTLEBLOWER POLICY

Purchaser and Provider agree that ensuring that DSPs, Indirect Staff, contract staff, Independent Service Provider(s), and volunteer(s) are afforded protection under state and/or federal whistleblower protection laws is paramount to the intent of this Agreement. Provider certifies that it will comply with the provisions of the Sarbanes-Oxley Act of 2002 (SOX), which is applicable to all nonprofit organizations, as well as other state and/or federal whistleblower protection laws. The Milwaukee County Department of Health and Human Services (DHHS) requires all Providers contracting with the department under this Agreement, or any other agreement with DHHS, to adopt and implement a whistleblower policy, per **DHHS Whistleblower Policy and Procedure, No. 003**, available at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>.

29. NOTICES

Notices to Purchaser provided for in this Agreement shall be given in writing and be sufficient if sent by mail (U.S. mail or other courier) or email unless otherwise agreed to by both parties. Notices to Provider shall be given in writing and be sufficient if sent by mail (U.S. mail or other courier) to the address stated in this Agreement or email (email address as identified in

the Agreement), except as otherwise prescribed or prohibited by law, or as designated in Purchaser Policies and Procedures. If any party changes its address, they shall notify the other party in writing within five (5) business days.

However, Notices for the following instances shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid **or** via a national courier with return receipt requested **and/or** via email with acknowledgement by the recipient to the email address provided in the Agreement:

- Termination of Agreement
- Termination or Suspension of Direct or Indirect Service Provider
- Suspension of Provider in whole or in part

30. CONTRACT CONTENT

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. The courts of Wisconsin shall have jurisdiction over an action between the Milwaukee County DHHS and a contractor, for any cause of action which arises under, or by virtue of, the contract, whether the action is at law or in equity, whether the action is on the contract or for a breach of the contract, and whether the action is for monetary damages or declaratory, injunctive, or other equitable relief.

The Contractor agrees to provide or arrange (as referenced in Section 1, Scope of Work), the provision of Covered Services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Health and Human Services and its respective divisions. Definition used in this Contract have meaning set forth in Attachment A except where the context is clear that such meanings are not intended. This document, with all attached exhibits and attachments, together with the *Milwaukee County Department of Health and Human Services Year 2019 Purchase of Services Guidelines - Program and Technical Requirements*, and the *Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract and Fee-for-Service Requirements* and Contractor's Year 2019 application as negotiated, constitute the entire Contract of the parties.

This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of which shall be deemed as original.

Reimbursement rates for services under this Contract may be changed at any time during the term of this Contract without the need for prior notification from Purchaser. Notification of any change in reimbursement rates for services during the contract term, or any extension thereof, will be provided to Contractor via email and accomplished by revision of the attachment I without the need to amend this Contract.

If any provision(s) of this Contract is (are) waived by Milwaukee County the remaining provisions of the Contract shall remain in effect.

If any provision(s) of this Contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of its jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

ATTACHMENT A

DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth herein, except where the context is clear that such meanings are not intended:

- A. **“Contract”** - this document with summary page, all attachments, exhibits, schedules, references and amendments. The *Milwaukee County Department of Health and Human Services Administrative Probation Policy for Non-Compliance with Contract and Fee-for-Service Requirement, Payor Of Last Resort Policy For Community Based Residential Facility (CBRF) Contracts And Other Fee-For-Service Agreements* and Provider’s current application and or proposal(s) are incorporated herein by reference and made a part of this Agreement as if physically attached hereto and Provider shall comply herewith. Referenced policies are available at: <http://www.county.milwaukee.gov>. Words Contract and Agreement have been used interchangeably throughout this document both refer to this Contract where ever applicable.
- B. **“Behavioral Health Division”** - A division of County administering programs to enhance the quality of life for individuals with mental health and substance abuse problems, assisting in their recovery and providing individualized opportunities to participate in the community.
- C. **“Care Coordination Agency”** or **“Care Management/Support and Service Coordination Agency”** or **“Case Management Agency”** or **“Recovery Support Coordinator”** – mental health, substance abuse or social service agency which has entered into an Agreement with Purchaser to provide or arrange for the provision of Covered Services to Participants by Care Coordinators in the Wraparound Milwaukee Program, Care Management/support and Service Coordination for Disabilities Services Division Programs, Case Managers in the Family Intervention Support and Services (FISS) Program, Recovery Support Coordinators in the CARS Program, or Case Management/Care Coordinators in the Community Access to Recovery Services [CARS] of the Behavioral Health Division.
- D. **“Care Coordinator”** or **“Care Management/Support and Service Coordinator (CM/SSC)”** or **“Case Manager”** or **“Recovery Support Coordinator”** - person responsible for providing, coordinating and managing the provision of services in the Wraparound Milwaukee Program, Disabilities Services Division Programs, Housing Division Programs, FISS Program, the CARS Program, or Division of Youth & Family Services Program respectively.
- E. **“Case Notes”** – logs and/or sign-in sheets, progress notes, monthly reports, summary notes and/or any other written or electronic documentation completed by the Direct Service Provider to support that the covered service was provided to the Service Recipient. Case Notes must include the following minimum elements: service code or name; name(s) of the direct service provider(s); client and service recipient name; the date, actual start time, actual end time, duration, location of the service; intervention; summary of the activity engaged in; Service Recipient’s response to the Covered Service; Direct Service Providers signature and signature date and any other elements as required by Purchaser Policy or Procedure. System and other requirements for electronic Case Notes and other electronic service documentation are listed

in Attachment A of this Agreement.

- F. **“Complaint/Grievance”** - written and/or verbal statement of dissatisfaction with Purchaser’s procedure, service, benefit, system of care representative or Provider.
- G. **“Community Access to Recovery Services” (CARS)**— a branch of the Behavioral Health Division that offers a central access point for Milwaukee County adult residents ages 18-59 seeking mental health and/or substance use disorder services through a network of community providers. Services include, but are not limited to, clinical treatment offered on a continuum of care and recovery support services such as care coordination, childcare, pre-employment education/training, parenting assistance, daily living skills training, housing, case management, and supportive employment. There is a strong emphasis on the use of peers as providers to strengthen the therapeutic relationship to the individuals served.
- H. **“Conditional Status”** - period of time for up to one year when a Provider will be more closely monitored by Purchaser and reviewed for compliance with the provisions of this Agreement.
- I. **“County”**– Milwaukee County (hereinafter called County) a Wisconsin municipal body corporation represented by the Milwaukee County Department of Health and Human Services (DHHS) and its respective divisions, the Milwaukee Division of Audit Services (DAS) , and any other applicable departments or offices of County and its designees.
- J. **“Covered Services”** - services identified in this Agreement that are rendered by the Provider and are subject to the terms and conditions of this Agreement, for which the provider may request payment or Purchaser provided the service referral.
- K. **" Youth & Family Services Network"** (YFSN) - program of the Division of Youth & Family Services that coordinates the delivery of comprehensive AODA (Alcohol and Other Drug Abuse), mental health, and social services to youth who are adjudicated and/or under the jurisdiction of Children’s Court, and are in need of supportive services in order to avoid committing additional offenses.
- L. **“Direct Service Provider”** (DSP)– Provider employee, volunteer, paid or unpaid intern, or Independent Service Provider, who provides direct care and/or Covered Services to a Participant/Service Recipient on behalf of a Provider, for which the Provider receives compensation from the Purchaser under this Agreement or Purchaser provided the service referral.
- M. **“Disabilities Services Division”** – A division of County administering programs to enhance the quality of life for individuals with physical, sensory and developmental disabilities and their support networks living in Milwaukee County by addressing the participant’s identified needs and meeting her/his desired individual outcomes and providing individualized opportunities to participate in the community.
- N. **“Emergency Management Plan”** (Disaster Plan) - the procedures, developed by the Provider organization, to manage an internal or external hazard that threatens Residents/Service Recipients, DSP and other staff, and/or visitor life and safety.

- O. **“Fraud”** – involves an intentional deception and representation that an individual either knows is false or does not believe to be true and is related to a material fact. Examples of Fraud include, but are not limited to: embezzlement; misappropriation, misapplication, destruction, removal, or concealment of property; alteration or falsification of documents, including pre-signing logs or falsification of signatures; authorizing or receiving compensation for services not performed, authorizing or receiving compensation for hours not worked.
- P. **“Independent Service Provider”**: is an individual independent contractor with a contractual relationship with provider, who is not an employee of the provider.
- Q. **“Indirect Staff”**-is an employee or individual independent contractor who is not a Direct Service provider, but is associated with Covered Services as a supervisor, billing staff, case records and/or quality assurance worker, and/or is someone (i.e.: volunteer) who has access to clients, client property, and/or client information of Service Recipients. Agency owner, President, CEO, Executive Director, and/or Senior Staff are considered Indirect Staff if reporting to work at a site where Covered Services are provided.
- R. **“Milwaukee County Department of Health and Human Services”** (DHHS) – A governmental subunit of Milwaukee County created by action of the Milwaukee County Board of Supervisors as authorized by state statute to provide or purchase care or treatment services for residents of Milwaukee County. The Department of Health and Human Services consists of the following five divisions: Division of Youth & Family Services, Disabilities Services, Management Services, Behavioral Health and Housing Divisions.
- S. **“Milwaukee County Mental Health Board (MHB)”** is a newly created statutory board constituted under 2013 Wisconsin Act 203. The Act includes a transfer of control of all mental health functions, programs, and services in Milwaukee County, including those relating to alcohol and other drug abuse, to the MHB.
- T. **“Participant”** - individual who is enrolled in the Purchaser’s Program.
- U. **“Policies and Procedures”** – Purchaser policies and procedures, program/service descriptions, Purchaser bulletins, memos, this Agreement, and/or other program specific written (including email) requirements and all applicable federal, state and county statutes and regulations which are in effect at the time of the delivery of Covered Services.
- V. **“Provider”/“Contractor”** - entity or individual with whom this Agreement has been executed. (Provider and Contractor have been used interchangeably throughout this document both refer entity or individual with whom this Agreement has been executed.)
- W. **“Provider Network”** – All Providers with whom an Agreement has been executed with Purchaser.
- X. **“Quality Assurance/Utilization Review”** - a system that provides ongoing monitoring activities related to the quality, appropriateness, effectiveness, cost and utilization including implementation of corrective actions determined and authorized by the Purchaser or County to be appropriate, including recoupment of monies if deemed necessary.

- Y. **“Scope of Work (SOW)”** - Document outlining the work that is to be carried out under a contract, broken down by specific tasks, timelines, and schedule of deliverables.
- Z. **“Service Documentation”** – Consents, assessments, service plans, reviews, Case Notes, monthly reports, dosage data, ledgers, budgets, and all other written or electronic program and/or fiscal records relating to Covered Services.
- AA. **“Service Plan”** - written document that describes the type, frequency and/or duration of the Covered Services that are to be provided to enrolled Participant and/or Participant's family. For CARS, Service Plan refers to a Single Coordinated Care Plan and Individualized Recovery Plan. For Wraparound Milwaukee, Service Plan refers to the Plan of Care. For Division of Youth & Family Services, Service Plan refers to the Service Plan Authorization Form and/or the Service Plan Amendment. For the Disabilities Services and Housing Divisions, Service Plan refers to an Individualized Service Plan.
- BB. **“Service Recipient”** - person or persons identified in a service authorization as the recipient of Covered Services provided by the Direct Service Provider. Also referred to as participant, consumer, client, or resident.
- CC. **“Site Review”** – Visual or physical inspection of Provider’s premise, and records and service documentation related to interview of appropriate persons or individuals including but not limited to: employee(s), Independent Contractor(s), volunteer(s), intern(s), owner(s), officer(s) and/or director(s), participants, service recipients, parent/guardians, individuals with knowledge of the services recipient’s receipt of the Covered Service. The above may be conducted by Purchaser representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate federal, state or local agencies.
- DD. **“State”** - The word, State when used in this Agreement shall mean the State of Wisconsin.
- EE. **“Wiser Choice”** - See CARS definition.
- FF. **“Wraparound Milwaukee”** - a program serving children with severe emotional or mental health needs at risk of institutional placement referred through the Bureau of Milwaukee Child Welfare, Probation, the public school system or self-referred.

ATTACHMENT II

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
 DHHS XXXX DIVISION
 BILLING AND PAYMENT POLICY FOR
 2019 PURCHASE OF SERVICE CONTRACT

CONTRACTOR shall submit to COUNTY on or before the tenth (10th) working day of the month following delivery of purchased services, program Expense and Revenue Reports for each service provided and/or a report of all clients served, and units of service provided as required by Attachment I. Reports must be submitted in format approved by DHHS Accounting and provided by DHHS Contract Administration for purchased services. Reports for services provided under this contract must be emailed to DHHS Accounting for initial approval at:

dhhsaccounting@milwaukeecountywi.gov

For the months of January and February, COUNTY may make an early payment to CONTRACTOR equal to one-sixth (1/6th) of the contract amount, or in an amount as directed by the Division Administrator. In addition, early payment on contracts with a duration of more or less than 12 months (a non-standard contract term) shall be determined at the discretion of the Division Administrator.

Subsequent to the early payment if any, CONTRACTOR shall receive payment for actual, year-to-date billings submitted to COUNTY, and said billings shall result in a payment to CONTRACTOR within thirty (30) working days following receipt, review and approval of the reports, and required supporting documentation if any, by COUNTY.

However, for the last two to four months of the contract, payments to CONTRACTOR based on cumulative amount earned may be reduced to reflect the effect of the early payment on year-to-date payments. Commencement of such adjustments may be affected by contracts with a non-standard term, and may commence earlier at the sole discretion of the county. In no event shall total payments (including early payment) under the contract exceed the amount of the contract.

Computation of the amount earned under this contract will be based on the payment method specified on Attachment I.

Payment Method Identifier No.***	Payment Method Description
1	Net Expenses (gross program expenses less other program revenues); payments not held to cumulative 1/12th
2	Lower of Net Expenses or cumulative 1/12th ©
3	Lower of net expenses or cumulative 1/12th© or Net Units earned (All program units times budgeted contract rate less other gross revenue)**

4	Lower of net expenses or DHHS Units earned* (DHHS Units only times monthly weighted average unit rate) or cumulative 1/12th©
5	Units Billed (units of service delivered times the contract rate)
6	100% of contract paid out upon execution
7	Special conditions like match requirements or recovery of payments by payment deductions

* for all contracts for which the program serves non-DHHS clients

** This method is used only if the billing template is used for contract for which 100% of the clients are Milwaukee County clients

© the cumulative pro-rata share, of contract amount (based on a factor the numerator of which is the number of payment periods reported, the denominator of which is the number of payment periods in the contract) less previous payments. A non-standard year affects the denominator.

*** Payment Method Identifier No. designates the method to be used on the Attachment I

Reports received thirty (30) days after the termination of this contract will not be considered for payment by COUNTY. COUNTY reserves the right to withhold payment or modify the above payment schedule where CONTRACTOR fails to deliver the contracted services in accordance with the terms of this contract or fails to submit billing claims as required above.

ATTACHMENT I - SCHEDULE OF SERVICES TO BE PURCHASED

**Milwaukee County Department of Health and Human Services
Division of Youth & Family Services**

Resolution:
Date:

Contract Period: May 1, 2019 through December 31, 2019
Contract No: 40-19375-400a

Contractor: St. Charles Youth & Family Service
Address: 4757 N. 76 Street
Milwaukee, WI 53218
Federal ID No.: Fed ID: 39-0914040
Contact: Contact: Catherine Connolly

Target Group	Program Area	Total Agency Program Budget	Total Units	Cost Per Unit	Total Agency Clients	Contract (Base & Performance Pmt)	Total Contract	County Units	Payment Method
Delinquency	Level II In-Home Monitor Pre+Post	\$294,000	9,469	\$31.05	9,469	\$294,000		9,469	2
	Base Contract Amount					\$294,000			
	Performance Incentive Amount*								
	Total Contract Amount						\$294,000		
	TOTAL AGENCY	\$294,000				\$294,000	\$294,000		

*** For Performance Linked Payment Amount distribution refer to "Summary of Performance Outcomes and Linked Payment"**

For Amendments Only:

Approved as to Form by Corporation Counsel:

AMENDMENT BOARD DATE:
AMENDMENT RES. No.:
CONTRACT CHANGE NO.:

Signature Date

This amendment supersedes ATTACHMENT I attached to Contract No.

Approved as compliant under Sec. 59.42(2)(b)5, Stats.

Dated:

Signature Date

County Executive Approval:

Risk Management Approval:

Signature Date

Signature Date

Division Approval:

Signature Date

County Comptroller Approval:

County:

Signature Date

Signature Date

Community Business Development Partners Approval:

Contractor:

Signature Date

Signature Date