

CONTRACT FORM 1684 R5 (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 <input checked="" type="checkbox"/> x Professional Service - Capital <input type="checkbox"/> Purchase of Service <input type="checkbox"/> Preliminary <input type="checkbox"/> X Final <input type="checkbox"/>
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DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
DHHS - Delinquency & Court Services Division	800	8000

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
21073		X		DCSD17 121817 A

NAME OF VENDOR	ADDRESS
Kane Communications Group	342 N. Water St., Suite 600 Milwaukee, WI 53202

TAX I.D. NO.	EFFECTIVE DATES:	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
46-1636022	begin date: 12/18/17 end date: 12/31/17	1		\$ 62,894.00

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
2017		0001	800	8911			6148	Comm Projects			\$ 62,894.00

PURPOSE OF CONTRACT

To create a Communications Plan and Strategic Community Outreach for the Youth Justice Initiative. Funding is Youth Aids money.

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? Under \$100,000

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

Is Vendor a certified professional service DBE? YES NO

James Sponholz 12/18/17

Prepared By Date

Dennis Buesing 12/18/2017

DFFF6855B6934E7... Administrator Date

Contract Manager

Title

Contract Administrator

Title

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Dennis Buesing Phone: 289-5853 Date: Dec. 18, 2017
Email Address dennis.buesing@milwaukeecountywi.gov Dept: 8000 Grant \$\$: _____ Org No. 8911

PROJECT INFORMATION

Project Name: Communication Plan, Youth Justice Reform, Kane Communications Project No.: DCSD17-121817-A
Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
Project Scope Attached

Contracting Opportunities (List NAICS codes): _____

TYPE OF PROJECT

Professional Services Estimated Amount \$ 62,894 100%
Construction Services Estimated Amount \$ _____
Non For Profit Services Estimated Amount \$ _____

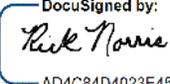
Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Department/Division Administrator Name _____ Signature _____
Date _____

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: 100 %

This contract is exempt from a participation goal: Yes No

Approved:  _____ Date: 12/18/2017
AD4C84D4023E450...

2017 PROFESSIONAL SERVICE AGREEMENT
Contract No.: DCSD17 -121817-A

THIS AGREEMENT is entered into this 18th day of December, 2017 by and between Milwaukee County, a Wisconsin Municipal Corporation, by the Milwaukee County Department of Health and Human Services (DHHS), **Delinquency & Court Services Division**, 10201 Watertown Plank Road, Wauwatosa, WI 53226, hereinafter designated as "County/Purchaser" and **Kane Communications Group**, 324 N. Water Street, Suite 600, Milwaukee, WI 53202 designated as "Contractor/Provider."

Contact Person: Kimberly Kane
Phone Number: (414) 323-6361
Email Address: kimberly@kanecommgroup.com
Federal ID Number or Social Security Number: 46-1636022

WITNESS THAT:

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

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

WHEREAS the Contractor has substantial skills and experience in the field of **Technical Assistance and Training** and has performed such services in an independently established profession in which contractor is customarily engaged.

SCOPE OF SERVICES

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 A**, Schedule of Services to be Purchased. The Milwaukee County Department of Health and Human Services Year 2017 Professional Service Agreement Guidelines - Program and Technical Requirements, and the Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract are incorporated herein by reference and made a part of this Agreement as if physically attached hereto and Contractor shall comply therewith.

Providing these services is to commence on or about December 18, 2017 and end on December 31, 2017 or at such time as services totaling the "not to exceed" amount specified herein have been provided. Milwaukee County agrees to pay the Contractor under this Contract an amount not to exceed **\$62,894 (Sixty Two Thousand, Eight Hundred and Ninety Four Dollars)** for this period. 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.

Contractor is required to submit the final invoice for payment within sixty (60) business days of the contract termination date. Contractor must include the contract number on each invoice before invoices can be considered for payment.

All Invoices must conform in format and content with requirements of the Milwaukee County Department of Health and Human Services Contract Administration. Invoices for services provided under this contract should be emailed to the following person for initial approval:

Dennis Buesing, DHHS Administrator at:
DHHSAccounting@milwaukeecountywi.gov

Any additional expense incurred must have prior approval by County.

Any equipment purchased by County for the completion of the above services remains the sole property of County. A listing of such inventory must be submitted before final payment can be made.

Under no circumstances will contractor or any employee, contract staff, Independent Service Provider or volunteer of contractor be considered an employee of the County.

CONTRACTOR/PROVIDER OBLIGATIONS

Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, to which Contractor shall attest, and determination of which shall be at the sole discretion of County. Written notification of replacement of personnel shall be provided to County prior to replacement. Contractor shall not replace named personnel without the prior written approval of County. It is understood that final authority for determining eligibility to be a Service Provider or Independent Service Provider rests with the County.

Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing services to County, and/or County clients or patients.

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 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.
- D. Provider agrees to notify Purchaser in writing within 5 business days of any of the following changes or conditions:
 - 1. Agency name;
 - 2. Agency ownership;
 - 3. Agency director/CEO;
 - 4. Any change in status of Executive Director, senior management, or any corporate officer;
 - 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, plan(s) of correction due to licensing violations that occur. This condition carries a notification requirement of TWO DAYS;
 - 11. Any arrests or convictions of DSP and/or Indirect Staff); This condition carries a notification requirement of TWO business DAYS;
 - 12. Inability to accept referrals within the timelines defined in Purchaser Policies and Procedures, including if Provider has wait lists;
 - 13. Discontinuation of agreed upon service(s).
- E. 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.
- F. 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.

- G. 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.
- H. Provider shall fully cooperate with any and all program evaluation efforts as may be required by Purchaser during the term of this Agreement.
- 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, or in the form or format, by the timeline 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 the Wisconsin Caregiver Law requiring Background Checks on all caregivers as set forth in Compliance with Caregiver Background Checks section of this Contract, and the terms of the **DHHS Caregiver Background Check Policy and Procedure, No. 001** (policy can be found at: <http://county.milwaukee.gov/ContractMgt15483.htm>).
- M. 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 conduct subsequent background checks at intervals no greater than those prescribed by the Wisconsin Caregiver Law 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 DSPs upon hire and no greater than 12 months thereafter requiring immediate (within 24 hours of the event) notification to Provider of any

new arrests 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.
- P. 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>) or the Council of Higher Education Accreditation (<http://www.chea.org/search/>) databases.
- Q. Provider is responsible for the supervision of DSPs and Indirect Staff and accountable for the accuracy and completeness of all required Service Documentation.

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.

- R. Provider shall provide all personnel required to perform the Covered Services listed in Attachment A 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).
- S. 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.
- T. 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 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.

- U. Purchaser reserves the right to remove a DSP or Indirect Staff from the Provider Network at any time. 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.
- V. Provider agrees not to use DSPs 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.
- 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 with 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:
http://dwd.wisconsin.gov/er/discrimination_civil_rights/publication_erd_10449_p.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.
- AA. Unless otherwise indicated by 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
- 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. 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, 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 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).

- 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 30 days after the provision of Covered Service unless otherwise specified in Purchaser Policies and Procedures.
- HH. Provider utilizing any electronic 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 non-clinical Covered Services (where DSP is not licensed), Provider shall have a curriculum to include, at a minimum:
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. 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: <http://county.milwaukee.gov/ContractMgt15483.htm>).

Contractor 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.

Contractor shall fully cooperate with any and all program evaluation efforts as may be required by Purchaser during the term of this Contract.

Contractor assures that adequate steps have been taken to safeguard sensitive client and administrative information contained in Purchaser's automated systems. Contractor 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, Contractor also assure that the Contractors 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.

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.

Contractor agrees to provide, within the scope of certification or competencies, services listed in **Attachment A** at the rate therein and specified in accordance with County's Policies and Procedures. Contractor may not bill for services unless allowed as identified in a County Policy and Procedure or other addendum to this Contract. This condition to remain in effect in the event the County is unable to provide compensation for service.

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 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

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 A. County is unable to guarantee the volume of service requests funded by this Contract. The parties agree that section 66.0145, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder. Under no circumstances shall Contractor provide, nor shall Purchaser compensate for, services provided to Service Recipients which have not been pre-authorized by Purchaser.

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 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' Policies and Procedures, including non payment of employees and/or subcontractors providing services under this contract. Contractor shall cooperate fully in all utilization and, quality assurance reviews, and complaint/grievance investigative procedures, and submit in a timely manner (if required) 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.

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).

CONFIDENTIALITY AND OWNERSHIP OF INTELLECTUAL PROPERTY

- a. The Contractor agrees to abide by all confidentiality requirements imposed by state, federal and local laws and ordinances. The Contractor agrees to comply with any other requirements that might be developed by the County to insure the confidentiality of proprietary data.

Contractor also agrees that it will surrender to Milwaukee County within 14 days of any termination of this Contract, for any reason, all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails or any other products developed, acquired, or received under the terms of the Contract from any source.

- b. The Contractor agrees that all programs, tables, manuscripts, databases, electronic or paper correspondence, e-mails or any other products developed under the terms of the Contract are the sole property of the County. Contractor agrees that it will not release or share such information in any manner without the express and written consent of the County.

AUDIT AND INSPECTION OF RECORDS

All records of the Contractor covering this contract shall be available for audit by the Milwaukee County Audit Services Division (ASD), the Milwaukee County Department of Health and Human Services, the Secretary or Comptroller General of the United States, and/or representatives of appropriate Federal, State or local agencies, until seven (7) years have expired after the services have been furnished. This provision shall survive the termination of this Agreement regardless of the reason.

Contractor shall maintain and, upon request, within the requested time period 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 Department of Audit, 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 Audit Services Division (ASD) 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, time keeping and payroll 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 services or care and treatment or as may be necessary to evaluate or confirm Contractor's delivery of services or care and treatment. 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 Department of Audit, 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.

In accordance with Chapter 56.30 of the General Ordinances of Milwaukee County, the following provisions shall apply:

- a. The Contractor shall permit the authorized representatives of the County Auditor, after reasonable notice, the right to inspect and audit all data and records of Contractor related to carrying out the

contract for a period of up to seven (7) years after completion of the contract. This provision shall survive the termination of this Agreement regardless of the reason.

- b. The Contractor shall obtain prior written Milwaukee County approval for all sub-consultants and/or associates to be used in performing its contractual obligations.
- c. The Contractor shall enter into a written contractual agreement with its County approved sub-consultant and/or associates which binds the sub-consultant to the same audit contract terms and conditions of the prime consultant.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 APPLICABILITY

- a. 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.

Contractor may 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.

Generally, Contractor or vendors are not business associates of payers. Therefore, unless specifically identified by County via a separate business associate agreement, Contractors are not considered business associates of County.

- b. 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.

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 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.)

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

I. GENERAL

Contractor shall comply with Chapter 42 of the Milwaukee County Ordinances. Contractor shall prepare and submit accurate and timely forms and reports on DBE utilization to the Community Business Development Partners (CBDP) Office. These shall include, but not be limited to, Milwaukee County DBE Utilization Plan, DBE Utilization Reports, and Sub-Consultant Information Sheet as directed. Failure to submit forms and reports as prescribed herein, will result in disqualification of proposal, delay in payments, or other sanctions deemed appropriate by the County, including those listed below.

When evaluating the performance of this contract, Milwaukee County reserves the right to conduct compliance reviews and request, both from the prime Contractor and DBE sub-consultant(s),

documentation that would indicate level of compliance. If the Contractor is not in compliance with the specifications, the County will notify the Contractor in writing of the corrective action that will bring the Contractor into compliance. If the Contractor fails or refuses to take corrective action as directed, Milwaukee County may take one or more of the actions listed below:

1. Terminate or cancel the contract, in whole or in part.
2. Remove the Contractor from the list of qualified consultant/service providers and refuse to accept future proposals for a period not to exceed three years.
3. Impose other appropriate sanctions, including withholding any retainage or other contract payments due which are sufficient to cover the unmet portion of the DBE goal, where the failure to meet the goal is the result of a finding by the CBDP of consultant/service provider's bad faith.
4. If the Contractor has completed its contract, and the goal was not met due to an absence of good faith on the part of the consultant/service provider, the parties agree that the proper measure of damages for such non-compliance shall be the dollar amount of the unmet portion of the DBE goal. The County may in such case retain any unpaid contract amounts and retainage otherwise due the consultant/service provider, up to the amount of the unmet goal. If insufficient funds remain in the contract account to compensate the County up to that amount, Milwaukee County may bring suit to recover damages up to the amount of the unmet goal, including interest at the rate of 12% annually, plus the County's costs, expenses, and actual attorneys' fees incurred in the collection action.

II. DBE PARTICIPATION GOAL

- A. The goal of DHHS is that each prime Contractor shall utilize DBE Firms to a minimum of **17%** DBE of the total contract. The approved DBE participation percentage for this contract is: **100%**. DBE participation requirement relative to contract award shall be based upon the approved Milwaukee County Commitment to Subcontract to DBE Firms (DBD-014PS) form. Contractors receiving additional work on the contract in the form of change orders, addendum, etc. shall be expected to increase DBE participation proportionally.
- B. For a list of certified DBEs, call the Certification Section at (414) 278-4747, or access: <https://app.mylcm.com/wisdot/Reports/WisDotUCPDirectory.aspx> If you need additional assistance in the identification of DBEs, contact the Community Business Development Partners (CBDP) Office at (414) 278-5210 or <mailto:cbdp@milwaukeecountywi.gov>
- C. A prime Contractor shall count towards the DBE requirement and be credited with one hundred percent (100%) of expenditures to DBE firms, if all of the identified scope of work has a commercially useful function in the actual work of the contract and is performed directly by the listed certified DBE firm. The Director of the CBDP Office through the application of 49 CFR § 26.55(c) will be responsible for the determination and evaluation of whether or not the firm is performing a commercially useful function on this project.
- D. Prime Contractor is required to notify the CBDP Office if their DBE subcontractors will further subcontract out work on this project.
- E. Listing a DBE on the Commitment to Subcontract to DBE Firms form or Plan shall constitute a written representation and commitment that the prime Contractor has communicated and negotiated directly with the DBE firms(s) listed, and that it will use the listed firm(s). If awarded the contract, the prime contractor will enter into a subcontract agreement with the DBE firm(s) listed on the Commitment to Subcontract to DBE Firms form for the work and price set forth thereon. This Contract must be submitted to the CBDP Office within seven (7) days from the Notice to Proceed.
- F. Prime Contractor must maintain DBE participation and performance logs. If the DBE firm(s) cannot perform, or if the prime consultant/service provider has a problem in meeting the DBE goal, or any other problem relative to the DBE goal requirement, the prime contractor shall immediately contact the CBDP office at (414) 278-5248. If needed, prime contractor must submit a written request for substitution, including the reason for the request and the log. Approval must be obtained prior to making substitutions. Any difference in the cost occasioned by such substitution shall be borne by the prime contractor.

- G. DBE Utilization Reports/Payment Applications. DBE Utilization Reports (form DBD-016PS) must be submitted with the Payment Applications. These reports must cover the period from the start of the project to the end of the period covered by the payment application being submitted or the period since the last payment application. The reports must be submitted even if no DBE activity took place during the period being reported. The County Project Manager will reject payment applications that are not in compliance with this section.
- H. Final Payment Verification. Contractor must submit the "DBE Subcontractor Payment Certification" form (DBD-018) and the final DBE Utilization Report along with their Final Payment Application. The County Project Manager will not process the Final Payment Application if these reports are not submitted.
- I. County reserves the right to waive any of these specifications when it is in the best interest of the County and with the concurrence of the CDBP office.

NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

- A. No eligible Participant/family 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, gender identity, military/veteran status or military participation
- B. Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of 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.
- C. Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances regarding non-discriminatory contracts, which is attached hereto by reference and incorporated herein as though fully set forth herein. (Referenced Section of County General Ordinances is available upon request).

CIVIL RIGHTS COMPLIANCE

Provider certifies that it will comply with the provisions of the CRCP for Profit and Non-Profit Entities (online at http://dcf.wisconsin.gov/civil_rights/plans_instructions.htm).

Consistent with the requirements of the U.S. Department of Health and Human Services, the State of Wisconsin Department of Workforce Development (DWD), the Department of Health Services (DHS), and the Department of Children & Families (DCF), Providers with 50 Employees AND any combination of funding in the amount of \$50,000 or more from Purchaser 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

Providers with direct State contracts with DWD, DHS or DCF with fewer than 50 employees, OR Providers receiving less than \$50,000 in direct State funding are required to file a Letter of Assurance with DWD, DHS or DCF within 15 days of contract award. Providers with fewer than 50 employees or Providers 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 (ASD), 633 W. Wisconsin Avenue, 9th Floor, Milwaukee, WI 53203.

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

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

No contract by or on behalf of Milwaukee County shall be let to or entered into with any party whose name appears on the list of ineligible contractors maintained by the Equal Opportunities Division of the State of Wisconsin or Federal barred list..

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 of DHS 12, Wis. Admin. Code State of Wisconsin Caregiver Law (online at <http://docs.legis.wisconsin.gov>) and the terms of the DHHS Caregiver Background Check Policy and Procedure, No. 001 (<http://county.milwaukee.gov/ContractMgt15483.htm>). 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), except in 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 (F-82064A); 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 the Wisconsin Caregiver Program Manual guidelines. This includes obtaining a background check from any other state in which the individual has resided during the previous three (3) 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 Fee-For-Service Agreement. 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. Provider must notify Purchaser within two (2) business days if an existing employee, Independent Service Provider, DSP or caregiver has been charged with or convicted of any crime.

INDEMNITY & INSURANCE

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County and its agents, 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 Contract.

Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Contract.

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 or agents. Such evidence shall include insurance coverage for Worker's Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the 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 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 Service Providers have a Driver's License valid in the state of Wisconsin.

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.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Contract:

Type of Coverage

Minimum Limit

Wisconsin Workers' Compensation: Required for all Providers, regardless of organizational structure or size (includes one-employee Contractors as well as Contractors composed solely of independent contractors)

Employers' Liability \$100,000/\$500,000/\$100,000

Commercial General and/or Business Owner's Liability

Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations) \$1,000,000 - Per Occurrence
 \$1,000,000 - General Aggregate

Automobile Liability

Bodily Injury & Property Damage \$1,000,000 Per Accident
 All Autos - Owned, Non-Owned and/or Hired Per Wisconsin Requirements
 Uninsured Motorists

Professional Liability**

To include Certified/Licensed Mental Health and AODA Clinics and Providers \$1,000,000 Per Occurrence
 and \$3,000,000 Annual Aggregate
 Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute As required by State Statute

Any non-qualified Provider under Sec 655
Wisconsin Patient Compensation Fund Statute
State of Wisconsin (indicate if Claims Made
or Occurrence)

\$1,000,000 Per Occurrence/ Claim
\$3,000,000 Annual Aggregate

Other Professionals

\$1,000,000 Per Occurrence
\$1,000,000 Annual aggregate or
Statutory limits whichever is higher

*** 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

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 DHHS must be afforded a thirty day (30) written notice of cancellation, or 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 is not allowed.

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.

Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Department of Health and Human Services named as the “Certificate Holder,” as noted below). The Certificate shall be submitted for review and approval by County throughout the duration of this Contract. 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

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 Contract, 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, Provider shall maintain coverage for the duration of this Contract and for six (6) years following the completion of this Contract.

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.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

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.

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 Contract:

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.

CORRECTIVE ACTION, CONDITIONAL STATUS, SUSPENSION, TERMINATION AND DEBARMENT

Purchaser can request or impose a condition of **Corrective Action** based on a review of Service Documentation, Complaint/Grievance, violation of Policy and Procedure, 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 contract.

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 visits and requests for documentation/records review.

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

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.

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.

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 <http://county.milwaukee.gov/ContractAdministrati9853>.)

SUSPENSION

County shall have the right to suspend the Contractor for a period to be determined by the 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. Failure to comply/cooperate with a Milwaukee County Quality Assurance review or audit.
3. Entity has failed to correct findings or other conditions identified in a Milwaukee County quality assurance review, audit or annual independent audit.
4. Entity is under investigation as a result of a Critical Incident/Complaint.
5. Entity is under investigation for fraudulent business practices.
6. Entity has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
7. Findings resulting from a site review/audit that document quality and/or fiscal **concerns** related to all applicable policies and procedures and all applicable federal, state and county statutes and regulations.
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 Service Providers, and/or may be prohibited from providing any and all Covered Services. Suspension may apply to a single service or to all Covered Services within a program or to all programs/services under a contractual relationship with Milwaukee County. Additionally, if the safety or wellbeing of Participants/families is deemed by County to be at risk, County shall have the right to immediately remove existing Participants from said Contractor without notice.

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

The Contractor will be notified in writing in accordance with the Section regarding "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 (no overdue installments) is not in place.

PAYMENTS TO CONTRACTORS UNDER SUSPENSION

Suspended Contractors may be paid for authorized and substantiated Covered Services provided 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 Covered Services provided during the Suspension period. However, DHHS reserve the right to withhold payment for all authorized and billed Covered Services if the nature of the Suspension is for undocumented or otherwise unsubstantiated services provided by the Contractor or other actions by Contractor which have harmed or threaten to harm the welfare of DHHS Participants/families. Withholding such payments will remain in effect until a DHHS review of the Suspension is completed and a determination for reinstatement or termination in the Contractor is made.

TERMINATION BY COUNTY OR CONTRACTOR

This Contract may be terminated thirty (30) days following 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 Participants/families covered by this Contract.

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 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.

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.

Failure to maintain in good standing required licenses, permits and/or certifications may, at the option of County, result in immediate termination of this Contract.

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. . 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, can justify or require immediate termination

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.

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 two (2) years from commencement date of termination.

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. 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 60 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.

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 may terminate this Contract at any time for any reason by giving County ninety (90) days advanced written notice by Certified Mail of such termination.

The Contractor may terminate this Contract upon forty five (45) days written notice to the County, where (1) the County fails to fulfill its obligations under this Contract or (2) the subcontractor defaults in its obligations to Contractor.

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".

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 Contract.

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 contracts 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 two (2) 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 2 years.

Certification Regarding Debarment

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. 1420a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- B. 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;
- C. 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;
- D. 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 contract 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;
- E. 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 (D); and
- F. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

CONTRACTOR COMPLAINTS/APPEALS/GRIEVANCES

The Contractor may file a formal grievance or otherwise appeal decisions of County in accordance with County Policies and Procedures, and Chapter 110 of the Milwaukee County Code of Municipal Ordinances Article 1, Procurement Procedure Administrative Manual Milwaukee County Behavioral Health Division, Legal & Contractual Remedies, as applicable.

INDEPENDENT CONTRACTOR

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.

SUBCONTRACTS

Assignment of any portion of the work by subcontract in part or in whole, including agreements with Independent Service Providers, must have the prior written approval 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.

ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefits of the parties and their successors and assigns, provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

REQUIRED DISCLOSURES, PROHIBITED PRACTICES AND CONFLICT OF INTEREST

The Provider agrees to comply with the disclosure requirements of 42 CFR Part 455, Subpart B, as now in effect or as may be amended. To meet those requirements, and address real or potential conflict of interest that may influence service provision, the provider shall furnish, 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 provider;
- (c) Whether any of the persons named in compliance with (a) and (b) above are related to any owner or to a person with a controlling interest as spouse, parent, child or sibling;
- (d) The names and addresses of any subcontractors who have had business transactions with the Provider;
- (e) The identity of any person, named in compliance with (a) and (b) above, who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or Title XIX services programs since the inception of those programs.

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 covers candidates for County office, elected and appointed officers, and employees of the County, as well as members of County boards and commissions, and 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 or proposal being considered by a county department or with an agency funded and regulated by a county department, shall make a campaign contribution to any county elected official who has approval authority over that contract or proposal during its consideration. Contract or proposal consideration shall begin when a contract or proposal is submitted directly to a county department or to an agency funded or regulated by a county department until the contract or proposal has reached final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval.."

Contractor is prohibited from offering other contractors/vendors reciprocal compensation for referrals for services.

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 or any other payroll taxes, Worker's Compensation, garnishments or other employee related liabilities, sales tax, income tax of Contractor, or other monies owed. 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 government entity in excess of \$5000, or when total past due liabilities exceed \$10,000, 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.

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.

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, Milwaukee County General Ordinances and Resolutions(except BHD Contracts), 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.

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 (<http://county.milwaukee.gov/ContractMgt15483.htm>).

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

MISCELLANEOUS

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. 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.

AGREEMENT CONTENT

The Contractor agrees to provide or arrange (as referenced in Scope of Services), 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 B 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 Administrative Probation Policy for Noncompliance with Contract and Contractor's Year 2016 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.

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.

AUTHORIZATION and APPROVAL

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrences with this Agreement.

County enters into this Agreement as authorized by the Milwaukee County Board of Supervisors or MCMHB (as applicable) and ratified by the Milwaukee County Executive. *(The above authorization of County or MCMHB Board is not applicable to contracts in amounts that are under \$100,000).*

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective proper officers, and an amount not to exceed **\$62,894 (Sixty Two Thousand, Eight Hundred and Ninety Four Dollars)** will be made available by County to Contractor for the purposes identified herein.

Signatures must be in BLACK or BLUE ink only.

FOR: MILWAUKEE COUNTY

FOR: CONTRACTOR

DocuSigned by:
Jeanne Dorff 12/24/2017
9A303936F1DF421... Director Date
Milwaukee County
Department of Health and Human Services

DocuSigned by:
kimberly kane 12/23/2017
F29ADB81C5A049B... Date

DIVISION APPROVAL:

DocuSigned by:
Mark Mertens 12/18/2017
12C4004435184AD... strator Date
Milwaukee County DHHS
Delinquency & Court Services Division

CBDP APPROVAL

COMPTROLLER APPROVAL

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

DocuSigned by:
Rick Norris 12/18/2017
AD4C84D4023E450... Date

DocuSigned by:
[Signature] 12/27/2017
F7354A95DB0643E... ptroller Date

CORPORATION COUNSEL APPROVAL

Approved as to form

RISK MANAGEMENT APPROVAL

DocuSigned by:
Paul D. Kuglitsch 12/22/2017
2BE87A71B2AE4E5... Date

DocuSigned by:
Paul Schwegel 12/20/2017
480D50B2E68949A... Date

CORPORATION COUNSEL APPROVAL

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

COUNTY EXECUTIVE APPROVAL

Approved pursuant to Wis. Statutes 59.17(2)(b)4:

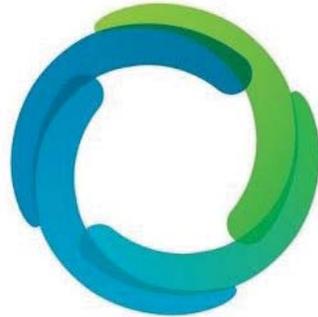
DocuSigned by:
Paul D. Kuglitsch 1/9/2018
2BE87A71B2AE4E5... Date

DocuSigned by:
Chris Abele 1/2/2018
2E580B33A2CC443... Milwaukee County Executive Date

2017 Professional Service Agreement

**ATTACHMENT A
SCHEDULE OF SERVICES & RATES**

DESCRIPTION OF REQUIRED PROFESSIONAL SERVICES
FOR MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
(DELINQUENCY & COURT SERVICES DIVISION)



KANE COMMUNICATIONS GROUP
inspire results

FINANCIAL PROPOSAL

Department of Health and Human Services Delinquency and Court Services Division

*Youth Justice Strategic Community Outreach
Plan Implementation*

December 2017

December 1, 2017

Mark Mertens
Administrator
Milwaukee County Delinquency and Court Services Division
102011 W. Watertown Plank Road
Milwaukee, WI 53226

Mark,

It's been an honor to work with you and your team and learn about the youth justice reform work being done by the Milwaukee County Delinquency and Court Services Division. The strategies you've put in place, the partnerships you've built and the steps ahead create a great foundation of information to share with our community.

At Kane Communications Group, we know that intelligent communication strategies that align with organizational goals can achieve significant results. Over the past year, our team has partnered with DCSD to deeply understand your work and your division's goals. Based on this information, we have developed a community outreach plan to help you raise awareness about the significant work happening in Milwaukee County.

We are pleased to present this statement of work to you to provide the following services to achieve these goals. Through this statement of work, we will:

- Create a committee of individuals representing business, community and partner organizations to collaborate as a sounding board and ambassadors as you raise awareness about your work
- Develop a proactive outreach plan to carry these stories to local, regional and national audiences

In addition to these steps, Kane Communications Group recommends you develop at least two signature events in in late spring or early fall, one to inform and engage key decision makers and the other as a community-wide summit on youth justice reform. We will work closely with your team and our strategic partners throughout this campaign.

Enclosed please find a proposal for the work, as well as a tentative timeline and outline of roles and responsibilities. It's our intention to work closely with your team. We look forward to supporting DCSD with these very important endeavors.

Kind Regards,

Kimberly Kane
President & CEO
Kane Communications Group

WORK PROPOSAL

Situation Overview

Since 2011, the Delinquency and Court Services Division has spearheaded numerous initiatives to transform Milwaukee County's approach to youth justice. This model has proven to reduce recidivism through its alternatives to detention and wraparound services. These programs treat youth within the system with education, structure and mentorship close to home versus "locking them up," deferring their risk to reoffend. These proactive measures improve outcomes for our youth while helping to keep the community safe.

This work has included increased collaboration among Milwaukee County and state of Wisconsin leadership; efforts to address racial and socioeconomic disparities in Milwaukee County; a data-driven system to evaluate each youth offender and align sentencing, programs and services with each individual's needs; the expansion of community-based alternatives; and implementation of rehabilitation-focused programs designed to reduce youth crime recidivism.

DCSD's specific youth justice business goals are to:

- Reduce youth recidivism
- Implement alternatives to correction for youth
- Increase the number of youth entering alternatives to correction programs and services

Through research, roadblocks to achieving these business goals were identified and a community outreach plan developed as a roadmap to provide a deeper understanding about youth justice reform in Milwaukee County.

The plan includes strategies including direct messaging, meetings/events, speaking opportunities, and media outreach to help the division target and engage specific audience groups about the transformative work Milwaukee County is doing in the area of youth justice reform. Kane will work with DCSD, the County and your strategic partners in defined roles outlined in the organizational chart below.

ORGANIZATIONAL CHART

Kane Communications Group

- Calendar creation and content creation - writing, research
- Identify influencers (those who have been through the system)
- Leadership communications: presentation creation, script writing
- "State of Youth Justice Reform" community summit
- Project management, meeting/events calendar
- Create background materials and information kits
- Distribution of materials (on behalf of Milwaukee County, DCSD, DHHS)
- Identify speaking opportunities
- Deploy end-of-year survey for measurement purposes

mediaspirits

- Organize "State of Youth Justice Reform" legislative event
- Video production and distribution

Perceptivity

- Creative concept and deliverables outlined in the communications plan
- Content calendar and pieces outlined in communications plan

DCSD Leadership and Staff

- Select members to be involved on planning committees
- All final approvals (budget)
- Organize quarterly/tri-annual meetings between partners
- Organize annual summit
- Identify national speakers

DHHS Communications Manager

- Involvement on all planning committees
- Format/layout and deploy e-newsletter
- Event/meeting planning support
- Speaking event support
- Social media implementation, website lead

County Executive Staff

- Involvement on all planning committees
- Plan approval
- Media relations lead
- All media approvals
- Event assistance (meetings, summits, etc.)
- Representation at key meetings and events
- Legislative assistance and Governor endorsement

- Organize Youth Justice Business Council

Evaluation

Periodic assessment of media coverage and audience reach and awareness is an important component of this plan. DHHS should review progress monthly and impact and reach quarterly.

Evaluation should focus on:

- The quality of speaking engagements booked and/or attendees who participate in a DCSD/DHHS/CEX activity listed above
- Youth/Juvenile Justice Reform, and similar keywords, are mentioned in articles relevant to the target industries identified in this plan
- The media source reaches the key audience segments identified in this plan
- The tone of coverage represents the topic in a more favorable manner than reported in the 9.11.17 Research Findings report
- Positive progression on the awareness spectrum by target audience groups is re-measured and achieved

FINANCIAL PROPOSAL

Strategy	Activities	Deliverables
Tri-annual group update discussions for 2018	-Planning, scheduling, coordination, research, writing,	-Meeting plan creation with goals, objectives, strategies and tactics -Purposes overview for the meetings -Meeting calendar including schedule/topic/program for 2018 and approvals *DHHS Communications Manager or CEX Community Relations to lead execution of meeting plan including sending invitations, developing the agenda, day-of meeting set-up, post-meeting follow-ups
Proactive 10 to 12-month outreach plan and speaker's calendar	-Planning, research, list development, writing, proactive pitching (KCG to regional, national, industry), analysis	-Outreach list including local, national, industry -Background materials outlined in the community outreach plan -Media kit -Confirmed list of 6 - 8 speaking opportunities in Milwaukee County, WI and national based on outreach plan -1 media analysis and content review report *DHHS Communications Manager will support speaking event coordination
First Milwaukee County Summit on Youth Justice Reform	-Planning, organization and coordination for planning committee and event, media relations planning, writing	-Planning committee - Up to 6 Planning Committee meetings - 1 written event plan with event theme, goals, objectives, strategies and tactics -1 run of show - Event script - Coordination of all speakers with DCSD, including national -Identify and coordinate with venue -One printed and two email invites -Media relations plan -Media materials including 1 media advisory, press kit (overview piece, press release, speaker bios, etc.), story pitch development, proactive pitches to local, national, industry media -Post event survey and analysis -Post event wrap up *CEX Communications Director to participate in planning, coordinate speaker travel, send invitations, be the face for media. DHHS Communications Manager to participate in planning and and event.
Ongoing project management including the creation of an overarching planning calendar for the year, coordination, meeting notes, project updates.		
		TOTAL: \$62,894

Assumptions

- Mark Mertens will be the primary point of contact at DCSD.

- Kelly Pethke will be a secondary, day-to-day contact who can facilitate approvals of content, connections and meetings and assist with getting the Kane team access to DCSD team members.
- Justin Metzger and the County Executive's staff will serve as key contacts and fill roles outlined in the community outreach plan and this proposal.
- Specific tactics may change based on what is outlined in the plan recommendations.
- Mark Mertens will provide key personnel for the implementation of the deliverables, where required for successful fulfillment of desired outcomes.
- Mark Mertens will make personnel who may be part of the project team available for help.
- DCSD and County staff will perform timely turnaround for issue resolution, review, acceptance, etc.
- Delays in turnaround time may affect the plan timeline and budget.

Out of Scope

The following items have been identified as out of scope and will not be completed as part of this agreement. Additional estimates and statements of work can be provided as requested:

- Video services
- Creative development
- Front- and back-end programming related to website and digital projects
- Printing
- Paid media costs or sponsorship fees
- Stock videography
- Merchandise costs
- Travel and meals
- Paid market research
- Event space rental
- Event management
- Survey or research participation stipends

Any deliverables not specifically listed in Scope of Services are excluded from the scope of this project.

BILLING SCHEDULE

The fees for services provided by Kane Communications Group will be invoiced on a time and materials bases each month, unless otherwise agreed to by Client and Kane due to an amended work schedule. This rate is in effect through December 31, 2018. If the engagement extends beyond that time, Client and Kane will reevaluate the priorities of the activities and re-scope the work. Any additional time required by Kane beyond that which is outlined in this statement of work will be billed at a \$170 per hour rate. Any element that will cause the total cost of the project to exceed the quoted amount reflected in the contract must first be approved (in written form) by Kane and Mark Mertens. Client shall reimburse out-of-pocket expenses consistent with Client's internal protocol. All invoices are due according to terms of the Professional Services Agreement.

CHANGE MANAGEMENT

Should circumstances arise that change this proposal, Kane will contact DCSD to discuss the situation and document any agreed-upon changes in the form of a Change Order. All Change Orders must be

reviewed and approved by both parties in writing prior to proceeding with any changes.

Mark Mertens, Administrator, DCSD

Kimberly Kane: President & CEO, KCG

Signature:

Signature:

Date:

Date: