

256

Contract Cover Sheet

Res 100
Significant

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES		Contract/Addendum #: 83349B																					
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS		<table border="1"> <tr> <th>Contract</th> <th>Addendum</th> </tr> <tr> <td colspan="2">If Addendum, please include original contract number</td> </tr> <tr> <td><input type="checkbox"/> POS</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>		Contract	Addendum	If Addendum, please include original contract number		<input type="checkbox"/> POS	<input checked="" type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Other	<input type="checkbox"/>																						
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																							
3. Term of Contract or Addendum: 11/1/16 - 12/31/16																							
4. Amount of Contract or Addendum: \$ 100,000																							
5. Purpose: NA - Not required when Human Services signs.																							

6. Vendor or Funding Source: Tellurian UCAN, Inc.

7. MUNIS Vendor Code: 7721-9

8. Bid/RFP Number:

9. Requisition Number:

10. If grant: Funds Positions? Yes No Will require on-going or matching funds? Yes No

11. Are funds included in the budget? Yes No

12. Account No. & Amount, Org & Obj. <u>ACFCSTEL B2APAA</u>	Amount \$ <u>100,000</u>
Account No. & Amount, Org & Obj. _____	Amount \$ _____
Account No. & Amount, Org & Obj. _____	Amount \$ _____

13. If this contract awards funds, a purchase requisition is necessary. Enter requisition # & year _____

14. Is a resolution needed? Yes No If yes, please attach a copy of the Resolution. Res 100 attached
 If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____

15. Does Domestic Partner equal benefits requirement apply? Yes No

16. Director's Approval: [Signature]

Human Services Only	a. Dane County Res. #	Approvals	Initials	Date
	b. HSD Res. ID#	g. Accountant	[Signature]	6/6/16
	c. Program Manager Name <u>GRABOT</u>	h. Supervisor	[Signature]	6/7/16
	d. Current Contract Amount <u>2,550,746</u>	i. To Provider	[Signature]	6-8-16
	e. Adjustment Amount <u>100,000</u>	j. From Provider	[Signature]	6-22-16
	f. Revised Contract Amount <u>2,650,746</u>	k. Corporation Counsel	[Signature]	6-22-16

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name/Address	
[Signature]	Received	<u>6-28-16</u>		Contact Person	
[Signature]	Controller		<u>6/29/16</u>		
N/A	Corporation Counsel	See "k" above			
[Signature]	Risk Management	<u>6/20/16</u>	<u>6/30/16</u>	Phone No.	
[Signature]	Purchasing	<u>7/1/16</u>	<u>7/1/16</u>		
	County Executive			E-mail Address	

Footnotes:
 1. Budget yes
 2.

Return to: Name/Title: <u>Spring Larson, CCA</u> Phone: <u>608-242-6391</u> E-mail Address: <u>Larson.spring@countyofdane.com</u>	Dept.: <u>Human Services</u> Mail Address: <u>1202 Northport Drive</u>
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Certification

The attached contract: [check as many as apply]

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel and which has not been changed since that review/development
- is a non-standard contract previously review or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 6-23-16

Signed: 

Telephone Number 242-6469

Print Name: Lynn Green

Major Contracts Review (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

Executive Summary (attach additional pages, if needed).

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 6-23-16

Signature: 

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: 7/5/16

Signature: 

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: 6/22/16

Signature: 

¹ A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract by means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

ADDENDUM

THIS ADDENDUM is made and entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and **Tellurian, Inc. fka Tellurian U.C.A.N. Inc.** (hereinafter "PROVIDER") as of the date representatives of both parties have affixed their respective signatures.

WHEREAS the COUNTY and PROVIDER have previously entered into a Purchase of Service Agreement No. **83349** (hereinafter the "Master Agreement"), pursuant to which PROVIDER has agreed to provide the COUNTY certain services more fully described in the Master Agreement; and

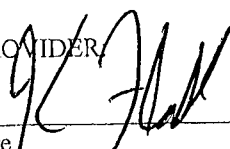
WHEREAS COUNTY and PROVIDER now wish to amend said Master Agreement,

NOW, THEREFORE, in consideration of the above premise and the mutual covenants of the parties the receipt and sufficiency of which is hereby acknowledged by each party for itself, the COUNTY and PROVIDER do agree that the Master Agreement shall continue in full force and effect unchanged in any matter by this addendum, except as specifically set forth herein. This addendum consists of seven (7) pages.

<u>Current Cost</u> <u>for 2016</u>	<u>Addendum Amount</u>	<u>Revised Maximum</u> <u>Cost for 2016</u>
\$2,550,746	\$100,000	\$2,650,740

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this addendum and its attachments, if any, to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

Date Signed: 6/14/16

FOR PROVIDER:


Signature
Kevin Florek, President & CEO
Print Name and Title of Signer

Date Signed: _____

Signature

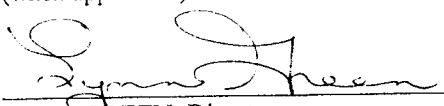
Print Name and Title of Signer

Date Signed: _____

FOR COUNTY:

JOE PARISI, County Executive
(when applicable)

Date Signed: 6-23-16



LYNN GREEN, Director,
Department of Human Services
(when applicable)

Program Summary Form

Created: 10/13/2015	Contract #: 83349 ✓	Provider: Tellurian UCAN, Inc.	Funding Period: January 1, 2016 through December 31, 2016 ✓
Revised: 12/8/2015; 5-19-16 ✓	Division: Adult Community Services		

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a.	6985	6126	ACFCRTEL	BZCRAA Crawford	506.61	4	4	124.92	1,387	\$ 173,273		\$ 173,273	600/610
b.	10939	6126	ACFCRTEL	BZCRAA Crawford - CRS	511	3	3	124.92	1,040	\$ 129,954		\$ 129,954	600/610
c.	1342	1342	ACFCRTEL	BZAWAA Acewood	506	15	7	167.24	2,427	\$ 405,899		\$ 405,899	600/610
d.	1343	1343	ACFCRTEL	CZPCAA Psychiatrist CTR	507.03	70	63	96.78	319	\$ 30,873		\$ 30,873	600/610
e.	1344	1344	ACFCRTEL	BZAPAA Transitional Housing	506	100	20	✓ 91.31	✓ 6,000	\$ 547,872	✓	\$ 547,872	600/610
f.	1616	1616	ACFCLTEL	CMCTAA Community Intervention Team	604	100	73	52.96	7,500	\$ 397,201		\$ 397,201	600/610
g.	4608	4608	ACFCLTEL	IZCTAA CIT - Adults at Risk	603	288	40	62.94	1,160	\$ 73,011		\$ 73,011	600/610
h.	10531	10531	ACFCRTEL	BCTEAA Dane County Care Center	506.61	40	6	355.61	2,190	\$ 778,780		\$ 778,780	600/610
i.	1746	6042	ACFACTEL	AMRXAA CHARM-Hsg	106	12	6	25.18	800	\$ 20,140		\$ 20,140	600/610
j.	10618	6042	ACFACTEL	AMRXAA CHARM Unconnected Housing	601	75	20	25.18	800	\$ 20,140		\$ 20,140	711
Total										\$ 2,577,143	\$ -	\$ 2,577,143	

*Other Revenue-Include here the source and related amount for each program:

a.	The section below is to be used to further define the information above. Units based on 95% of available beds (4x365x95%=1387). A unit is a day of service. 12/8/15 added .2% cola.
b.	A unit is a day of service. CRS funding applies only when the bed is occupied. 12/8/15 added .2% cola.
c.	A unit is a day of service. (7 beds x365 daysx95% = 2427). 12/8/15 added .2% cola.
d.	A unit is a staff face-to-face hour with a consumer. 12/8/15 added .2% cola.
e.	Based on 20 beds @80% occupancy. A unit is a day. 12/8/15 added .2% cola. 5-19-16 - contract increased by \$100,000 to cover both the HUD cut and increase clinical staff. MG ✓
f.	A unit is a staff face-to-face hour with a consumer. 12/8/15 added .2% cola.
g.	Units are based on 40 hours/wk staff time x 60% billable hours x 48 weeks. Units are an hour or service. 12/8/15 added .2% cola.
h.	Units are based on 100% of six (6) beds (6x365=2190). A unit is a day of service. 12/8/15 added .2% cola.
i.	A unit is a staff hour. 12/8/15 added .2% cola.
j.	A unit is a staff hour. 12/8/15 added .2% cola.
k.	

Standard Program Category (SFC) Code Description:

a. 506.61=CBRF	h. 506.61=CBRF	j. 601=Outreach
b. 511=CRS	604=Case Management	k.
c. 506=CBRF	603=Intake Assessment	
d. 507.03=Counseling and Therapeutic Ref.	603=Intake Assessment	
e. 506=CBRF		
f. 506=CBRF		

Contract Manager(s)/Programs: Grabot Accountant(s)/Programs: Laura Yundt

5 double rooms; 9 singles

**SCHEDULE A - 2016
TELLURIAN UCAN, INC.
TRANSITIONAL HOUSING PROGRAM (THP)
Program 1344 SPC 506**

The primary goal of this service is to provide a supervised transitional living arrangement for homeless individuals who have a mental health and/or substance abuse disability until more permanent housing can be procured.

I. DEFINITIONS:

- A. "Community Based Residential Facility" means the provision of services to clients in a Community Based Residential Facility (CBRF) for purposes of providing needed care or support and/or ameliorating personal, social, behavioral, mental, developmental, or alcohol and drug abuse disorders. Services may include, but are not limited to: supervision, dietary, counseling/psychotherapy. Benefits include food and housing. Includes planning for, arranging, and monitoring of placements in CBRFs.
- B. The "Transitional Housing Program" is a licensed twenty (20) bed Community Based Residential Facility (CBRF) located at 300 Femrite Drive, Madison , 53716.
- C. A "unit of service" is measured in days.

II. PROVIDER'S OBLIGATIONS: PROVIDER shall:

- A. Provide services including, but not limited to: daily living skill training, social skill development, supportive counseling, money management, and medication administration and supervision.
- B. Develop person-centered treatment plans and have the plans signed by the individual within 30 days of admission. A copy of the plan shall be made available to COUNTY upon request.
- C. Maintain accurate case note documentation that relates back to the treatment plan on all consumers.
- D. Promptly refer consumers to longer term services to help them secure income, housing and support services.
- E. Create outcome evaluation goals and tools that shall be approved in advance by COUNTY.
- F. Submit to COUNTY any written agreements developed between PROVIDER and Neighborhood Associations.
- G. Ensure consumers receive independent or supportive transportation services to meet individual needs, especially for medical and court-ordered services.
- H. Designate a case manager for each individual within the program to coordinate internal programming.
- I. Ensure that there is adequate communication with other service providers involved in the individual's care.
- J. Participate in both mental health and homeless system meetings that are relevant to system coordination.
- K. Meet Wisconsin Administrative Code DHS 83 CBRF requirements and make a copy of the annual license renewal available to COUNTY upon request.

- L. Subsequent to the elimination of HUD funding in 2016, PROVIDER shall collaborate with the COUNTY on program evaluation to identify and implement potential programmatic changes to better meet system needs.
- M. Provide all required services effectively and efficiently to meet the applicable standard of care.
- N. Cooperate with COUNTY in measuring performance indicators including consumer satisfaction surveys and system measurements such as maximized occupancy of all available, maximized third party insurance/Medicaid/CRS reimbursement, minimized number of high risk behaviors/police contacts, maximized natural support development for consumers and maximized number of consumers who are discharged to less restrictive housing

III. REPORTING:

- A. When providing MA Crisis funded services, PROVIDER shall complete service logs and submit them electronically to the Journey Mental Health Center Crisis Stabilization Unit on a weekly basis. PROVIDER shall meet all of the reporting requirements of Wisconsin Administrative Code DHS 34.

IV. REFERRAL/APPLICATION PROCESS:

- A. PROVIDER shall receive referrals directly.
- B. PROVIDER shall make the determination as to who will be accepted and when the admission will occur according to its obligations under this Agreement.
- C. Eligibility for services shall be based on the following criteria: Consumer must be a Dane County resident of age 18 years or older who is diagnosed with severe and persistent mental illness and/or a substance abuse disability, and needs a residential level of support.
- D. PROVIDER shall maintain its own waitlist.
- E. PROVIDER shall respond to system referrals within three (3) working days.
- F. PROVIDER shall prioritize court ordered individuals who meet the federal definition of homelessness.
- G. PROVIDER shall evaluate people who have a history of dangerousness in order to assure the safety of all parties involved. If PROVIDER determines it cannot serve a particular individual because of issues related to dangerousness, PROVIDER shall meet with COUNTY as requested to discuss reasonable accommodations that may permit PROVIDER to serve the individual.

V. LENGTH OF SERVICE/TERMINATION:

- A. PROVIDER shall terminate services when the consumer no longer needs services or can transition to a less restrictive setting. Termination shall be based on the consumer's ability, stability and readiness to be more independent.

VI. FINANCIAL:

- A. COUNTY will determine with PROVIDER the appropriate funding source for each placement. PROVIDER shall comply with reporting requirements necessary to access third party revenue.
- B. COUNTY will mediate any disputes pertaining to services, length of services or funding.
- C. PROVIDER shall bill all third party insurers for the provision of any billable service. This may include collecting client fees. PROVIDER shall meet all of the Medical Assistance and Medicare State and County requirements for the billing of these services.

- D. PROVIDER shall prioritize the completion of a health insurance application for any uninsured individual. This includes applications for Medicaid, Presumptive Disability, marketplace health insurance or Patient Assistance Programs. PROVIDER will notify COUNTY when an application has been started but is not able to be completed and the reason for non-completion.

VII. **COOPERATION:** PROVIDER shall:

- A. Comply with COUNTY on all "General Features For Adult Mental Health System - 2016," which is attached as Exhibit 1.
- B. PROVIDER shall add clinical staff following budget increase.
- C. PROVIDER shall adjust client charges to accommodate an ability to pay a security deposit and first and last month's rent for clients securing an apartment and nearing discharge.

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10-15; 5-19-16

TELLURIAN UCAN, INC.
SCHEDULE B - FISCAL
PROGRAM # 1344 – TRANSITIONAL HOUSING PROGRAM

1. Regarding funding for Transitional Housing Program # 1344:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 240,502		\$ 240,502
MA Crisis		\$ 307,370	\$ 307,370
Total	\$ 240,502	\$ 307,370	\$ 547,872

2. Regarding method of payment for Transitional Housing Program # 1344:

- A. The “Non-Contingent” funding for this program shall be vouchered using the method of payment in Section C, XXVIII, B, 3 of this contract.
- B. The “Contingent” funding for this program will be paid to PROVIDER, up to the contract amount, only if PROVIDER earns the funding through billing the Wisconsin Medical Assistance (ForwardHealth) Program.

PROVIDER shall submit monthly vouchers to COUNTY for the amount of MA Crisis services paid by the State to the COUNTY based on Remittance and Status Advice reports received by PROVIDER that indicate the amount paid (which may or may not equal the amount billed).

COUNTY will pay PROVIDER on a cash basis; meaning PROVIDER payments will be based on the dates COUNTY receives payment from the State rather than the dates of billed services. In the event PROVIDER no longer delivers MA Crisis services due to the conclusion of the contractual relationship, PROVIDER shall continue to be paid under this agreement and only up to the contracted amount for this program, for up to three months for MA Crisis revenue earned by PROVIDER and paid to COUNTY.

- 3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
- 4. Regarding ForwardHealth Audits: Any cost resulting from audit findings by ForwardHealth or other entity that adversely affects the COUNTY will be apportioned between the COUNTY and PROVIDER as follows: (a) The PROVIDER will be responsible for all disallowed expenses that can clearly be attributed to the PROVIDER’S failure to keep complete comprehensive and orderly records and for expenses inappropriately billed to ForwardHealth. The COUNTY, at its sole discretion, may choose to cover some or all of the PROVIDER’S disallowance, and (b) The PROVIDER will be responsible for any fine(s) resulting from non-compliance with written processes and procedure.

June 2016

TELLURIAN UCAN, INC.
SCHEDULE B - FISCAL

1. Regarding funding for this contract:

The following Medicaid revenues are budgeted in each of the programs below:

	<u>MA Crisis</u>	<u>MA CM</u>	<u>MA CRS</u>
Prog # 6126 – Crawford	\$102,240	\$ -	\$ 60,000
Prog # 1342 – Acewood	356,257	-	-
Prog # 1344 – THP	307,370	-	-
Prog # 6042 – CHARM Housing	30,000	-	-
Prog # 1616 – CIT Case Mgmt	188,467	31,800	-
Prog # 10531 – Care Center	<u>567,872</u>	<u>-</u>	<u>-</u>
Total	\$ 1,552,206	\$ 31,800	\$ 60,000

The following Restricted revenues are budgeted in each of the programs below:

	<u>COP</u>
Prog # 6126 – Crawford Group Home	\$30,000

2. PROVIDER understands that COP funding is built into the contract to be accessed by longer term consumers who meet eligibility criteria.
3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
4. Regarding ForwardHealth Audits: Any cost resulting from audit findings by ForwardHealth or other entity that adversely affects the COUNTY will be apportioned between the COUNTY and PROVIDER as follows: (a) The PROVIDER will be responsible for all disallowed expenses that can clearly be attributed to the PROVIDER’S failure to keep complete comprehensive and orderly records and for expenses inappropriately billed to ForwardHealth. The COUNTY, at its sole discretion, may choose to cover some or all of the PROVIDER’S disallowance, and (b) The PROVIDER will be responsible for any fine(s) resulting from non-compliance with written processes and procedure.

October 2015
Revised June 2016