

325

Res 240

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES		Contract/Addendum # 83715A			
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum			
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		If Addendum, please include original contract number			
3. Term of Contract or Addendum: <u>1-1-17 to 12-31-17</u>		<input type="checkbox"/> POS	<input checked="" type="checkbox"/>		
4. Amount of Contract or Addendum: <u>30,872.</u>		<input type="checkbox"/> Grant	<input type="checkbox"/>		
5. Purpose: NA – Not required when Human Services signs.		<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"/>		
6. Vendor or Funding Source: <u>Tellurian</u>					
7. MUNIS Vendor Code: <u>7721</u>					
8. Bid/RFP Number:					
9. Requisition Number:					
10. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No					
11. Are funds included in the budget? <input type="checkbox"/> Yes <input type="checkbox"/> No					
12. Account No. & Amount, Org & Obj. _____ Amount \$ _____		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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, please attach a copy of the Resolution. <u>Res 240</u> If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>in process</u>					
15. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
16. Director's Approval: <u>Sydney Green</u>					
Human Services Only	a. Dane County Res. #	Approvals		Initials	Date
	b. HSD Res. ID#	g. Accountant		<u>kc</u>	<u>9-12-17</u>
	c. Program Manager Name <u>Campbell</u>	h. Supervisor		<u>JW</u>	<u>9-14-17</u>
	d. Current Contract Amount <u>1,046,373</u>	i. To Provider		<u>SL</u>	<u>9-14-17</u>
	e. Adjustment Amount <u>30,872</u>	j. From Provider		<u>SL</u>	<u>10-16-17</u>
	f. Revised Contract Amount <u>1,077,245</u>	k. Corporation Counsel		<u>lfn</u>	<u>10-12-17</u>
Contract Review/Approvals			Vendor		
Initials	Ftnt	Date In	Date Out	Vendor Name/Address	
<u>MG</u> Received		<u>10/25/17</u>		Contact Person Phone No. E-mail Address	
<u>CS</u> Controller			<u>10/26/17</u>		
N/A Corporation Counsel	See "k" above				
<u>RM</u> Risk Management		<u>10/26/17</u>	<u>10/26/17</u>		
<u>CAC</u> Purchasing		<u>10/25/17</u>	<u>10/25/17</u>		
County Executive					

Footnotes: BAF 17118

1. Budget needed

Return to: Name/Title: Spring Larson, CCA
 Phone: 608-242-6391
 E-mail Address: Larson.spring@countyofdane.com

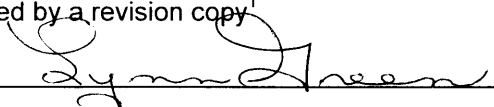
Dept.: Human Services
 Mail Address: 1202 Northport Drive

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: 10-16-17

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: 10-16-17

Signature: 

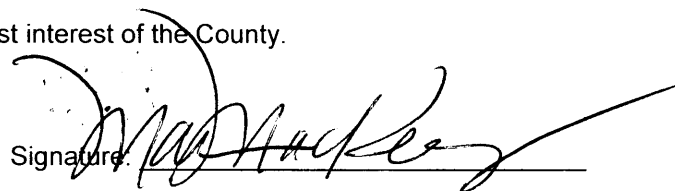
2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____

Signature: _____

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

Date: 10/13/17

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 *AC*

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. 83715 (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 ten (10) pages.

<u>Current Cost</u> <u>for 2017</u>	<u>Addendum Amount</u>	<u>Revised Maximum</u> <u>Cost for 2017</u>
\$1,046,373	\$30,872	\$1,077,245

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: 10/5/2017

FOR PROVIDER: *K Florek*
 x _____
 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: 10-16-17

Lynn Green

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

Program Summary Form

Created: 10/19/2016 Revised: 11/18/2016, 9/1/2016		Contract # 83715 Division Children, Youth, and Families		Provider: Tellurian, Inc Funding Period: January 1, 2017 through December 31, 2017									
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	1566	CYFCRTEL	DYDEAA	Delbx	703.20	1,220	11	231.21	3,718	\$ 859,675		\$ 859,675	600/610
b	1567	CYFCLTEL	CMAOAA	Case Management/CIT AODA	604	19	12	49.33	917	\$ 45,232		\$ 45,232	600/610
c	10360	CYFCLTEL	CMAOAA	Dual Response Coordination	604	20	7	49.87	1,173	\$ 58,511		\$ 58,511	600/610
d	4547	CYFCRTEL	CZIDAA	Outpatient IDP	507.00	27	10	82.92	162	\$ 13,456		\$ 13,456	600/610
e	6944	CYFCRTEL	BZATAA	Adult Residential Program	503.70	9	0	255.00	162	\$ 41,310		\$ 41,310	600/610
f	10739	CYFCRTEL	DTDYAA	Synergy	704.10	18	8	15.76	3,743	\$ 59,061		\$ 59,061	600/610
g													
h													
i													
j													
Total										\$ 1,077,245	\$ -	\$ 1,077,245	

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

The section below is to be used to further define the information above

a Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = client days of care 11/18/2016 Revision: Funds added to bring total cost of living adjustment to 2.0% 9/1/2017 Revision: Funds added from State Targeted Response Grant.

b Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour 11/18/2016 Revision: Funds added to bring total cost of living adjustment to 2.0%.

c Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour. OTHER REVENUE to be generated by provider includes: \$1,000 Medical Assistance - Case Management and \$39,413 in Medical Assistance - Crisis Intervention 11/18/2016 Revision: Funds added to bring total cost of living adjustment to 2.0%.

d Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour 11/18/2016 Revision. Reduction of OWI Court Revenue from WI Department of Corrections

e Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = client days of care. Final Cost, Unit Quantity, Number of Clients, Number of Slots to be determined by actual utilization 11/18/2016 Revision: Funds added to bring total cost of living

f Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour 11/18/2016 Revision: Funds added to bring total cost of living adjustment to 2.0%.

g

h

i

j

Standard Program Category (SPC) Code Description:

- a Medication monitored residential detox
- b Case Management
- c Case Management
- d Outpatient - regular
- e Medication monitored CBRE
- f Day Treatment
- g
- h

Contract Manager(s)/Programs: Todd Campbell

Accountant(s)/Programs: Kathy Clemens

TELLURIAN UCAN, INC.
Treatment Readiness Center and Detoxification Unit
Program #1566

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

SPC 703.20 Medically Monitored Residential Detoxification

DHS 75.07 medically monitored residential detoxification service means a 24 hour per day service in a residential setting providing detoxification and monitoring, with care provided by a multidisciplinary team of service personnel including 24 hour nursing care under the supervision of a physician.

1. Service Location

The COUNTY-owned detoxification facility is located at 2914 Industrial Drive in Madison.

2. Persons to be Served

a. Target Population

The target population includes adults from Dane County or Rock County who are incapacitated by use of alcohol or are seeking treatment for an alcohol or other drug use disorder and require assistance through the duration of acute withdrawal symptoms.

b. Eligibility Requirements

PROVIDER shall find eligible for admission to this program any individuals who possess the following characteristics:

- i. Adult (18 years old or older); and
- ii. Resident of Dane County or Rock County; and
- iii. Medical symptoms do not exceed the licensed medical capability of the PROVIDER; and
- iv. Psychiatric symptoms do not exceed the capability of the PROVIDER; and
- v. Behaviors while previously in the care of the PROVIDER have not presented a clear threat to other patients or staff; and
- vi. Withdrawal management is required for substances that are not barbiturates, benzodiazepines, or methadone; and
- vii. Requires assistance through the duration of acute withdrawal symptoms immediately prior to a planned episode of treatment for a substance use disorder; or
- viii. Incapacitated by alcohol as defined by ss. 51.45.

Rock County patients are to be treated the same as Dane County patients, except as to specific provisions set forth herein. Rock County residents served under this agreement shall be screened by the Rock County Crisis Unit prior to admission.

3. Federal and State Requirements

PROVIDER shall comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant, the IV-Drug Enhancement Grant, and the State Targeted Response Grant from the Wisconsin Department of Health Services.

B. Program Evaluation

1. Goals

- a. To provide interventions aimed at managing acute symptoms of withdrawal from alcohol or other drugs and enable individuals to become abstinent.
- b. To prepare individuals for ongoing treatment of a substance use disorder.
- c. To safely care for individuals who are incapacitated by alcohol for the duration of their incapacity.

2. Performance Indicators

- a. 50% of patients successfully completing withdrawal management will follow through with treatment within 30 days of discharge from PROVIDER.
- b. 5% of patients who are admitted while incapacitated by the use of alcohol will follow through with treatment within 30 days of discharge from PROVIDER.

C. Contract Requirements Specific to Program

1. Referral/Application Process

- a. Referrals of voluntary patients who are seeking assistance with acute withdrawal symptoms immediately prior to a planned episode of treatment for a substance use disorder are accepted from and solely authorized by the Rock County Crisis Unit and from the Dane County Department of Human Services.
- b. Referrals of incapacitated patients are accepted from the crisis unit in Rock County and from Dane County law enforcement agencies. Once PROVIDER is notified of an impending admission to the facility, a bed shall be held for admission of that individual unless the referral source agrees to release that bed.

2. Capacity/Waiting List

Between Sunday at 11:00 p.m. and Thursday at 11:00 p.m. the number of individuals served under this agreement at any one time shall not exceed ten. Except that between every Monday at 7:00 a.m. and every Tuesday at 3:00 p.m., Dane County is permitted to exceed this limit by one patient.

Outside of the times identified above, the number of individuals served under this agreement shall only be limited by the licensed capacity of the facility. If a potential Dane County patient and a potential Rock County patient simultaneously present for the last available bed, the Rock County patient shall have priority if there are fewer than four Rock County patients already being served under this agreement.

3. Service Methods

a. Service Definition

Patients Who Are Incapacitated By The Use Of Alcohol

Services shall be provided in an environment that is humane and protects the dignity of the patient. Services that shall be provided to incapacitated patients include: 24-hour nursing care, physician review of medical records, 24-hour on-call physician availability, medication for withdrawal management as needed, assistance from paraprofessionals, coordination of services for suicidal patients with the crisis unit, hospitals and other mental health professionals, individual counseling and discharge planning by a state licensed Substance Abuse Counselors, referrals and referral follow-ups.

An individualized treatment plan shall be developed for each patient. The treatment plan shall include medication necessary for the treatment of alcohol withdrawal and the treatment of discomfort related to alcohol withdrawal. Medication for the treatment of dangerous behaviors may be used only when alternatives have been attempted and have failed.

Counselors will meet with and provide counseling to every patient prior to their discharge. Counselors shall focus their individual interactions on assessing and engaging patients on their motivation to change their substance use. Counselors will also develop individualized discharge plans for each patient to include any treatment needs as indicated by an approved patient placement criteria instrument.

Voluntarily Admitted Patients Preparing For Treatment

Services will be provided in an environment that is humane and protects the dignity of the patient. Services that shall be provided to treatment readiness patients include:

- i. A medical evaluation
- ii. 24-hour nursing intervention for withdrawal management
- iii. 24-hour on-call physician availability
- iv. Daily group and individual counseling offered by state licensed Substance Abuse Counselors
- v. An evaluation by an Advanced Practical Nurse Prescriber for the use of injectable naltrexone (Vivitrol).
- vi. Administration of injectable naltrexone (Vivitrol) for eligible individuals prior to discharge.

Group counseling shall be designed to encourage patients to actively move toward recovery upon their discharge from this program. The publication from the Substance Abuse and Mental Health Administration (SAMHSA) shall be used as a guide. Individual sessions with patients shall use techniques associated with motivational interviewing and shall be focused on assessing each patient's motivation to change. Sessions will include interventions that encourage individuals' movement along the change continuum. On-site 12-step programs shall be made available to patients during their stay.

b. Frequency of Contact

Each individual admitted due to incapacitation will have no less than one contact prior to the end of an episode of care of sufficient length so as to complete the tasks outlined in section C. 3. a. above. Certified Substance Abuse Counselors shall conduct daily group and every other day individual sessions with patients Monday through Friday. The PROVIDER's medical staff shall have daily interaction with all patients. Nature of Contact

Contact shall be face-to-face between staff from the PROVIDER and each admitted patient.

c. Service Hours/Days

Withdrawal management services are provided seven days a week, twenty-four hours per day.

d. Length of Service

Length of stay is determined by medical necessity only. Incapacitated patients may remain in care only for the duration of their incapacitation, consistent with Chapter 51.45 of the Wisconsin State Statutes. Voluntary patients may remain in care for a period of time authorized by the referring COUNTY.

e. Service Area

Services will be provided to residents of Dane County and Rock County. Services provided to residents of Rock County are supported by an intergovernmental agreement between Rock County and Dane County.

4. Transportation

PROVIDER shall arrange for transportation home for patients brought to the PROVIDER under protective custody. PROVIDER shall arrange for transportation to other treatment services, as necessary, to assure continuity of care is provided for all patients who require it. The PROVIDER shall arrange transportation to a suitable local medical facility for all patients in need of medical treatment that exceeds the PROVIDER's capabilities.

5. Service Termination

As set forth in WI state statutes 51.45 (11), persons admitted under protective custody are held by the PROVIDER until they are no longer deemed to be incapacitated, but no longer than 72 hours, excluding weekends and holidays. Voluntary admissions are released upon the individual patient's request or when withdrawal management is no longer medically necessary, as authorized by the referring COUNTY. Persons who are under an involuntary commitment or for whom proceedings are pending under 51.45(13) or 51.20 are in process may be held for any portion of the commitment period as part of a treatment plan.

6. Clients to be Reported

Monthly statistical reporting shall include all persons admitted to the detoxification program. PROVIDER agrees to submit a separate report that provides statistical information on revenue generated from patient payments, HMO or otherwise insured individuals, as well as the numbers of patients and units of service from Dane County, Rock County, and surrounding counties.

7. Units of Service

One day represents one unit of service.

8. Others Features and Requirements

a. Services to IV Drug Abusers

PROVIDER will provide services to Dane and Rock intravenous drug users in order:

1. to intervene in and reduce the incidence of intravenous drug use;
2. to provide information to intravenous drug users regarding the risk of AIDS through needle-sharing and sexual activity;
3. to enhance the likelihood of successful treatment interventions among the intravenous drug using population;
4. to reduce the risk of AIDS through needle-sharing and unsafe sexual activity.

b. Third Party Reimbursement

The PROVIDER shall actively pursue any and all sources of third party payments, including, but not limited to, Medical Assistance, Veterans Administration, and private insurance carriers. The intent of this activity is to maximize all available resources. In particular, PROVIDER shall actively pursue subcontracts with Health Maintenance Organizations for the provision of withdrawal management services to HMO recipients.

c. Third Party Revenue Ownership

The PROVIDER shall use revenues generated by COUNTY clients to offset the expenses for the service delivered under this agreement. PROVIDER may use the

COUNTY-owned building from which this service is provided to expand the availability of the service to other payers (i.e.: other counties, health insurance). Any losses incurred by the PROVIDER as a result of this expanded service are the sole responsibility of the PROVIDER. Third party payers will be billed for services rendered on behalf of their covered patients. Others will be billed on the basis of ability to pay consistent with DHS 1 of the Wisconsin Administrative Code.

d. Additional Reporting Requirements

PROVIDER agrees to forward and report to the COUNTY the following information in a format and timeframe determined by the COUNTY:

- Notification to law enforcement and the COUNTY that the PROVIDER has reached capacity and is temporarily not able to accept new admissions;
- Daily census of occupants of Treatment Readiness beds to include such information that is relevant to length of stay and discharge planning;
- Revenue generated separated by source: Dane County, private pay, insurance, other counties;
- Rate of return on collections achieved at the commencement of this agreement.

e. Patients Who Are A Danger To Themselves Or Others

- i. PROVIDER will admit persons who are believed to be dangerous to themselves or others under any of the following conditions:
 - (a) Evidence of incapacitation (by criteria other than dangerousness) is present.
 - (b) Evidence of intoxication is present.
 - (c) Evidence of alcohol ingestion (odor of alcohol on breath without apparent intoxication) and/or other drugs is present. Patients admitted under this condition shall be observed and evaluated by the PROVIDER for a minimum of two hours.
- ii. If upon assessment by the PROVIDER a patient who is no longer intoxicated expresses dangerous intent, the PROVIDER shall make a referral to either the Dane County Emergency Services Unit or the Rock County Crisis Unit, depending on the patient's county of residence, prior to the patient's discharge. The PROVIDER must document in the patient's file the plan to assess or manage the patient's dangerousness as formulated and communicated by the applicable crisis entity. Any responsibilities the PROVIDER agrees to as part of said plan, shall be carried out by the PROVIDER. This may include safe transport to another location for further observation or evaluation.
- iii. The PROVIDER shall employ the least restrictive interventions possible when managing a patient displaying aggressive behaviors. All PROVIDER staff shall be trained to manage aggressive behavior. Interventions such as seclusion, physical restraint and chemical restraint shall be used only in instances when using less-restrictive means pose a greater risk to patients and staff.

f. Building Maintenance

PROVIDER and COUNTY responsibilities for building maintenance and repair will be governed by a separate lease agreement, which is an attachment to this agreement.

g. Notification to Law Enforcement in certain cases

If a law enforcement agency transports an individual to the PROVIDER and the individual continues to be in the custody of the transporting law enforcement agency as the individual is admitted, the PROVIDER agrees to notify the transporting law enforcement agency once the individual is ready for discharge.

The PROVIDER may establish a list of individuals whose admissions will be automatically denied. These denials will be justified by the individual's behavior that has previously been threatening or dangerous to the PROVIDER's staff or other patients being served by the PROVIDER. Admissions may also be denied for individuals whose medical or self-care needs exceed the ability of the PROVIDER to accommodate. Any individuals whose admissions will be automatically denied will be communicated to the law enforcement agency or agencies that are likely to encounter the individual.

h. Tuberculosis Services

- i. The PROVIDER shall directly provide or routinely make available the following TB services to each individual receiving treatment for substance abuse:
 - (a) Counseling the individual with respect to TB.
 - (b) Testing to determine whether the individual has been infected with mycobacterium TB to determine the appropriate form of treatment for the individual.
 - (c) Providing for or referring the individuals infected by mycobacterium TB appropriate medical evaluation and treatment.
- ii. The PROVIDER shall implement the infection control procedures that are consistent with those established by the Wisconsin Department of Health Services to prevent the transmission of TB and that address the following:
 - (a) Screening individuals and identification of those who are at high risk of becoming infected.
 - (b) Meeting all state reporting requirements while adhering to federal and state confidentiality requirements 45 CFR parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR part 2.
 - (c) Case management activities to ensure that individuals receive such services.

iii. The PROVIDER shall report all individuals with active TB as required by state law and in accordance with federal and state confidentiality requirements 45 CFR Parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR Part 2.

i. Program Certification

PROVIDER shall maintain required Department of Health Services certification and DHS 75 Community Substance Abuse Standards for the services provided under this contract.