

Contract Cover Sheet

Res 364
Significant

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES	Contract/Addendum #: 83712																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Contract</th> <th style="width: 50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align: center; font-size: small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input 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 checked="" type="checkbox"/> POS	<input 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: 11/1/17 - 12/31/17																					
4. Amount of Contract or Addendum: \$ 260,932																					
5. Purpose: NA – Not required when Human Services signs. to award the professional service contract for 2016.																					

6. Vendor or Funding Source: St. Mary's Hospital
7. MUNIS Vendor Code: 7337
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 checked="" 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. If Resolution has already been approved by the County Board, Resolution No. & date of adoption <u>Res 364</u>
15. Does Domestic Partner equal benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
16. Director's Approval: <u>Symon Sheen</u>

	a. Dane County Res. #	Approvals	Initials	Date
Human Services Only	b. HSD Res. ID#	g. Accountant	<u>SL</u>	10/27/16
	c. Program Manager Name	h. Supervisor	<u>WA</u>	11/7/16
	d. Current Contract Amount	i. To Provider	<u>SL</u>	11-2-16
	e. Adjustment Amount	j. From Provider	<u>SL</u>	11-14-16
	f. Revised Contract Amount	k. Corporation Counsel	<u>JA</u>	11/14/16

Contract Review/Approvals				Vendor	
Initials	Fntnt	Date In	Date Out	Vendor Name/Address	
<u>MS</u> Received	_____	<u>11-16-16</u>	_____	Contact Person Phone No. E-mail Address	
<u>SL</u> Controller	_____	_____	<u>11/16/16</u>		
N/A Corporation Counsel	See "k" above	_____	_____		
<u>SL</u> Risk Management	_____	<u>11-16-16</u>	<u>11-16-16</u>		
<u>PCP</u> Purchasing	_____	<u>11/16/16</u>	<u>11/16/16</u>		
_____ County Executive	_____	_____	_____		

Footnotes:
 1.
 2.

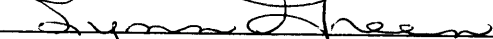
Return to: Name/Title: Spring Larson, CCA Phone: 608-242-6391 E-mail Address: Larson.spring@countyofdane.com	Dept.: Human Services Mail Address: 1202 Northport Drive
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Certification

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: 11-15-16

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: 11-15-16

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: 11-14-16

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).

**DCDHS - COUNTY OF DANE
Purchase of Services Agreement**

Agreement No: 83712
Begin Date: 1/1/2017
Expiration Date: 12/31/2017
Authority: Res. NA
Maximum Cost: \$ 260,932.
Number of Pages: 34
Corporation Counsel Approval: DA 11-14-16

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and SSM Health Care of Wisconsin, Inc., Owing & Operating St. Mary's Hospital (hereafter, "PROVIDER"), as of the respective dates representatives of both parties have affixed their respective signatures.

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER, whose address is 5510 Nobel Drive, Suite 100, Fitchburg WI 53713 for the purpose of:

Adult Day Care (SPC 102)
Inpatient (SPC 503)

These services are more particularly described in Section 1 of Schedule A.

AND WHEREAS Provider is able and willing to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

[End of Page]

I. **TERM.**

The term of this Agreement shall commence as of the *Begin Date* and shall end as of the *Expiration Date*, both of which are set forth on page one (1) hereof. PROVIDER shall complete its service obligations under this Agreement not later than the *Expiration Date*. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the *Maximum Cost* as stated above for all services.

II. **SERVICES.**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached *Schedule A*, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of *Schedule A* or any of them, it is agreed that the terms of *Schedule A*, to the extent of any conflict, are controlling.
- B. PROVIDER shall furnish the services contained in and comply with the performance and productivity requirements contained in the *Program Summary* document, which is attached hereto and fully incorporated herein by reference. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.
- C. COUNTY will make payments for services rendered under this Agreement as and in the manner specified herein and in *Schedule B*, which, if attached, is fully incorporated herein by reference.
- D. PROVIDER agrees to make such reports as are required by this Agreement and in the attached *Schedule C*, which is fully incorporated herein by reference.
- E. PROVIDER agrees to secure at PROVIDER's own expense all personnel with the necessary training, supervision and qualifications necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. PROVIDER shall ensure PROVIDER's personnel are instructed that they will not have any direct contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of PROVIDER's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- F. COUNTY shall have the right to request replacement of personnel. PROVIDER shall comply where such personnel are deemed by COUNTY to present a risk to consumers. In other instances, PROVIDER and COUNTY shall cooperate to reach a reasonable resolution of the issue.
- G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin.
- H. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- I. PROVIDER understands that time is of the essence.
- J. Unless specified differently herein, a PROVIDER shall maintain a consistent volume of service delivery throughout the months of the Agreement as determined by COUNTY.

SECTION A
(Non-Discrimination)

III. **NON-DISCRIMINATION.**

- A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political

beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

- B. PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

IV. AFFIRMATIVE ACTION.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. PROVIDER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D. C. Ords., and the provisions of this Agreement.

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

- A. PROVIDER and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. PROVIDER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. PROVIDER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, PROVIDER agrees to offer "programmatic accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. PROVIDER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. PROVIDER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. PROVIDER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. PROVIDER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in PROVIDER's programs and services.

VI. BILINGUAL SERVICES.

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

VII. CIVIL RIGHTS COMPLIANCE.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health Services Division that covers the services purchased by Dane County, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The PROVIDER further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy; the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER's plan shall govern PROVIDER's activities.

VIII. EQUAL BENEFITS REQUIREMENT.

PROVIDER will comply with section 25.016 of Dane County Code of Ordinances by providing the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. PROVIDER agrees to make available for inspection by COUNTY the PROVIDER's payroll records relating to employees providing services under this Agreement. If PROVIDER's payroll records contain any false, misleading, or fraudulent information, or if PROVIDER fails to comply with the provision of s. 25.016 of the Dane County Code of Ordinances, COUNTY's Contract Compliance Officer may withhold payments; terminate, cancel, or suspend this Agreement in whole or in part; or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after a first violation is found and for a period of three years after a second or subsequent violation is found. Contracts only involving the purchase of goods, or contracts with a school district, municipality or other unit of government are exempt from the requirements of this section.

IX. EQUAL OPPORTUNITY NOTICE.

In all solicitations for employment placed on PROVIDER's behalf during the term of this Agreement, PROVIDER shall include a statement to the effect that PROVIDER is an "Equal Opportunity Employer".

SECTION B
(General Terms)

X. ASSIGNMENT AND TRANSFER.

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, unless otherwise provided herein. Claims for money due to PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without COUNTY consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall furnish COUNTY with notice of any such assignment or transfer.

XI. CONFIDENTIALITY.

A. PROVIDER agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, COUNTY and PROVIDER agree that:

1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
2. PROVIDER knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
3. Upon request from COUNTY, client specific information, including but not limited to treatment information, shall be exchanged between PROVIDER and COUNTY, consistent with applicable federal and state statutes, for the following purposes:
 - a. Research (names and specific identifying information not to be disclosed);
 - b. Fiscal and clinical audits and evaluations;
 - c. Coordination of treatment or services; and
 - d. Determination of conformance with court-ordered service plans.

B. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

1. The PROVIDER agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all relevant regulations as from time to time amended, to the extent those regulations

apply to the services the PROVIDER provides or purchases with funds provided under this Agreement.

2. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the COUNTY must comply with all provisions of the law. If COUNTY has determined that PROVIDER is a "Business Associate" within the context of the law, PROVIDER will sign and return the attached Business Associate Agreement, which will be included and made part of this Agreement.

XII. COOPERATION.

- A. PROVIDER agrees to cooperate with departments, agencies, employees and officers of COUNTY in providing the services described herein.
- B. Where PROVIDER furnishes counseling, care, case management, service coordination or other client services and COUNTY requests PROVIDER or any of PROVIDER's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this Agreement include PROVIDER making itself or its employees available to provide such evidence requested by COUNTY as authorized by law.

XIII. COUNTY LOGO. PROVIDER agrees to display the Dane County Department of Human Services (DCDHS) logo in its waiting rooms and incorporate the logo in all PROVIDER publications and stationery that pertain to services funded by COUNTY. Costs associated with display of the logo are the responsibility of COUNTY.

XIV. DELIVERY OF NOTICES.

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

XV. DISPUTE RESOLUTION.

- A. **Good Faith Efforts.** In the event of a dispute between PROVIDER and COUNTY involving the interpretation or application of the contents of this Agreement, PROVIDER and COUNTY agree to make good faith efforts to resolve grievances informally.
- B. **Formal Procedure.** In the event informal resolution is not achieved, COUNTY and PROVIDER shall follow the following procedure to resolve all disputes:
 - Step 1:** PROVIDER's Chief Executive Officer shall present a description of the dispute and PROVIDER's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting PROVIDER's position. Failure to timely provide said document constitutes a waiver of PROVIDER's right to dispute the item.
 - Step 2:** Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.
 - Step 3:** If resolution is not reached in Step 2, COUNTY's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.
 - Step 4:** PROVIDER's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to COUNTY's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 5: COUNTY's Human Services Director shall respond to the request for review by mailing a final written decision to PROVIDER within fifteen (15) working days of receipt of the request.

Step 6: PROVIDER's Chief Executive Officer or equivalent may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to PROVIDER within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. **Client Grievance Procedure.**

1. PROVIDER shall have a written client grievance procedure approved by COUNTY, posted in its service area, at all times during the term of this Agreement and made available to each client upon admission.
2. Where clients may be entitled to an administrative hearing concerning eligibility, PROVIDER will cooperate with COUNTY in providing notice of said eligibility to clients.

XVI. EMERGENCY PLANNING.

A. In order for PROVIDER and the people PROVIDER serves to be prepared for an emergency such as a tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, PROVIDER shall develop a written plan that at a minimum addresses:

1. The steps PROVIDER has taken or will be taking to prepare for an emergency;
2. Which of PROVIDER's services will remain operational during an emergency;
3. The role of staff members during an emergency;
4. PROVIDER's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility;
5. Evacuation routes, means of transportation and use of alternate care facilities and service providers, (such as pharmacies) with which PROVIDER has emergency care agreements in place;
6. How PROVIDER will assist clients/consumers to individually prepare for an emergency; and
7. How essential care records will be protected, maintained and accessible during an emergency.

A copy of the written plan should be kept at each of PROVIDER's office(s).

B. Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

XVII. FAIR LABOR STANDARDS COMPLIANCE.

A. **Reporting Adverse Findings.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, COUNTY may take such action.

B. **Appeal Process.** PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e), D.C. Ords.

C. **Notice Requirement.** PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane

County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing.”

XVIII. INDEMNIFICATION BY PROVIDER.

- A. To the fullest extent permitted by law, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or arising from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. The obligations of PROVIDER under the paragraph shall apply to liability, claims, losses, damages, costs or expenses arising from any aspect of PROVIDER’s personnel policies or practices, because, except as otherwise provided herein, it is understood that COUNTY assumes no control over PROVIDER’s business operations, methods or procedures.
- B. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph.
- C. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- D. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XIX. INSURANCE.

- A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of *paragraph XV*, PROVIDER shall, at PROVIDER’s own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. Neither these requirements nor the COUNTY’s review or acceptance of PROVIDER’s certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.
 - 1. Commercial General Liability.
PROVIDER agrees to maintain Commercial General Liability at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.
 - 2. Commercial/Business Automobile Liability.
PROVIDER agrees to maintain Commercial/Business Automobile Liability at a limit of not less than \$1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
 - 3. Professional Liability.
PROVIDER agrees to maintain Professional Liability at a limit of not less than \$1,000,000 per claim with a \$1,000,000 aggregate for all PROVIDER’s professional employees. The coverage shall include Unintentional

Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

4. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

5. Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

B. PROVIDER Prohibited from Waiving COUNTY's Right to Subrogation: When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance.

C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

E. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

F. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.

A. **Service Standards.** PROVIDER shall meet State and Federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement, including all regulations applicable to the expenditure and reporting of funds for services purchased by this

Agreement. PROVIDER certifies that it is not debarred, suspended or declared ineligible from participating in federal assistance programs.

- B. **Licenses and Certifications.** Where required by law, PROVIDER must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. PROVIDER shall fully cooperate with licensing and certification authorities. PROVIDER shall submit copies of the required licenses or certifications upon request by COUNTY. PROVIDER shall promptly notify COUNTY in writing of any citation PROVIDER receives from any licensing or certification authority, including all responses and correction plans.
- C. **County Standards.** Where COUNTY wants to apply a specific set of standards to PROVIDER not contrary to state and federal regulations, the same are specified or are specifically referred to in this Agreement.
- D. **Background Checks.** PROVIDER agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law.
- E. **Notification.** PROVIDER shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above requirements.

XXI. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services under this Agreement or a subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.
- E. PROVIDER shall ensure that any subcontractors conform to the provisions of this section.
- F. The following are exemptions from the requirements of this section:
 - 1. When the *Maximum Cost* of the Agreement is less than \$5,000;
 - 2. When the provider is a school district, a municipality, or other unit of government;
 - 3. When the County is purchasing residential services at an established per bed rate;
 - 4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
 - 5. When an individual receives compensation for providing services to a family member;
 - 6. When employees are student interns;
 - 7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances;
 - 8. Where this Agreement is funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

- G. COUNTY at its sole discretion may fund all, part or none of PROVIDER's obligation to pay its employees living wages under section 25.015 of the Dane County Code of Ordinances. If PROVIDER fails to provide COUNTY living wage survey information by the due date set by COUNTY, it shall forfeit any funds COUNTY may have otherwise provided for this purpose.

XXII. NO WAIVER OF RIGHT OF RECOVERY.

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

XXIII. PATENTS AND INVENTIONS. PROVIDER may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by PROVIDER and COUNTY, the invention(s) shall be jointly owned.

XXIV. PENALTIES.

- A. PROVIDER shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, PROVIDER shall submit either a request for an alternative deadline or other course of action or both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to PROVIDER upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.
- B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by PROVIDER, COUNTY may withhold payments to PROVIDER as set off against said damages.
- C. If, through any act of or failure of action by PROVIDER, COUNTY is required to refund money to a funding source or granting agency, PROVIDER shall pay to COUNTY within ten (10) working days, any such amount along with any interest and penalties.

XXV. RECORDS.

- A. **Open Records Requests.** PROVIDER agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that PROVIDER keeps or maintains on behalf of COUNTY.
- B. **Records Retention.** PROVIDER shall retain any record required to be kept on behalf of COUNTY for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. **Records Ownership.**
 - 1. It is understood that in the event this Agreement terminates for any reason, COUNTY, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement.
 - 2. If, as the result of the expiration or termination of this Agreement, PROVIDER discontinues services provided under this Agreement to any client who continues to require such service, COUNTY shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by PROVIDER under this Agreement.

XXVI RENEGOTIATION.

- A. This Agreement or any part thereof, may be renegotiated at the option of COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or State law or regulations or court action; 3) cancellation, increase or decrease in funding; 4) changes in service needs identified by COUNTY; 5) PROVIDER's failure to provide monthly services purchased; or 6) upon any mutual agreement. PROVIDER agrees to renegotiate in good faith if COUNTY exercises this option.
- B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and PROVIDER.
- C. Changes to the number of units purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the *Program Summary*.
- D. If PROVIDER refuses to renegotiate in good faith as required by this section, COUNTY may either terminate the Agreement or unilaterally adjust payments downward to reflect COUNTY's best estimate of the volume of services actually delivered by PROVIDER under this Agreement.

XXVII. TERMINATION, SUSPENSION AND/OR MODIFICATION.

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon ninety (90) days written notice.
- B. Failure of PROVIDER to fill any of its obligations under the Agreement in a timely manner or violation by PROVIDER of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 - 1. Violation by PROVIDER of any state, federal or local law, or failure by PROVIDER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 - 2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
 - 3. Failure of PROVIDER to comply with reporting requirements contained herein.
 - 4. Inability of PROVIDER to perform the work provided for herein.
 - 5. Exposure of a client to immediate danger when interacting with PROVIDER.
- D. In the event of cancellation or reduction of state, federal or county funding upon which COUNTY relies to fulfill its obligations under this Agreement, PROVIDER agrees and understands that COUNTY may take any of the following actions:
 - 1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
 - 2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 - 3. COUNTY may reduce funding to PROVIDER upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between PROVIDER and COUNTY's contract manager or designee, specify the manner in which PROVIDER accomplishes said reduction, including, but not limited to, directing PROVIDER to reduce expenditures on designated goods, services and/or costs.
- E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder or failure of PROVIDER to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the review process set forth in Section XV B of this document.

SECTION C
(Financial Terms)

XXVIII. FINANCIAL PROVISIONS.

A. **Accounting.** The *Wisconsin Allowable Cost Policy Manual* shall determine eligible reimbursable expenses. PROVIDER shall adhere to the *State of Wisconsin's Allowable Cost Policy Manual*, including revisions and updates and return to COUNTY any funding paid in excess of allowable costs.

B. **Method of Payment.** PROVIDER shall be paid for its services as indicated below.

1. **Monthly Expense Reimbursement:** Expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

2. **Unit of Service Reimbursement:** Units of service provided shall be paid by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or a monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

_____ Program # 4454 - Adult Day Care _____

3. **Monthly Advance Payment with Year End Reconciliation:** PROVIDER shall be advanced equal monthly payments consisting of the annual Agreement amount divided by the number of months covered under this Agreement. The last monthly payment to PROVIDER may be adjusted to actual expenses anticipated for the Agreement term. Request for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY by the first of the month previous to the month the payment is to be issued. This provision will be applicable to the following programs:

4. **Other Method of Payment:** This method is described in Schedule B for the following programs:

_____ Program # 1335 - Inpatient _____

C. **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to PROVIDER if COUNTY reasonably suspects any of the following:

1. PROVIDER has mismanaged any funds provided by COUNTY.
2. Funds in PROVIDER's possession are at risk of being seized by PROVIDER's creditors or other adverse interest.
3. PROVIDER appears incapable of maintaining itself as a going business concern.
4. PROVIDER fails to meet reporting requirements.

D. **Administrative Cost Ceiling.** PROVIDER agrees to keep administrative costs for each program at or below the percentage approved by COUNTY. The approved administrative cost is that percentage most recently approved by COUNTY, whether governed by this

year's Agreement or by a previous year's Agreement. No variance in excess of the approved administrative percentage will be allowed unless approved by COUNTY in advance and in writing. In no event will COUNTY approve an administrative cost percentage in excess of 15% of the cost of each program.

E. **Exemptions from Administrative Cost Ceiling.** At the discretion of COUNTY, programs will be exempt from the prescribed ceiling if any of the following applies:

1. The program is 100% administrative, or
2. The program is paid monthly under the unit of service reimbursement method of payment, or
3. The program is 100% funded from medical assistance or another federal source; in such case the administrative expense shall be limited to the requirements of the funding source.

F. **Bond.** At all times during the term of this Agreement PROVIDER shall maintain an employee dishonesty bond in an amount sufficient to hold PROVIDER harmless in the event of employee fraud or defalcation. Said bond shall insure PROVIDER against the loss of funds provided through this Agreement and the loss of client funds to which the PROVIDER or its employees has access through the services provided through this Agreement. PROVIDER shall furnish evidence of having met this requirement upon request by COUNTY.

G. **Budgets and Personnel Schedules.**

1. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.
2. For each program funded by COUNTY, PROVIDER shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within fifty-six (56) days after the effective date of this Agreement. PROVIDER agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both PROVIDER and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
3. Variances in any program account category (categories are: Personnel, Operating, Space, Special Costs, and Other Expense) in excess of \$5,000.00 or 10%, whichever is less, shall not be allowed unless PROVIDER obtains written approval of COUNTY at COUNTY's discretion for good cause shown. Overall program under-spending is not considered a variance.
4. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the written agreement of COUNTY at COUNTY's discretion for good cause shown.
5. If there is a change in program funding under this Agreement, PROVIDER shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
6. In performing services required under this Agreement, PROVIDER shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.

H. **Client Accounts.**

1. Under no circumstances is PROVIDER permitted to commingle funds belonging to clients with PROVIDER's funds. Client funds shall be kept in separate accounts ("Client Accounts") such that all monies can be accounted for at all times, and a monthly accounting shall be made available to each client or his or her legal representative.
2. Client Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.
3. If COUNTY discovers a deficiency in any Client Account or if a formal complaint is filed pertaining to such an account, COUNTY or its representative may withhold from PROVIDER funds equivalent to the sum in dispute until settlement is reached.

- I. **Collection of Client Fees.**
1. COUNTY shall determine which programs operated by PROVIDER are required under Wis. Stats. 46.03(18) to participate in the Wisconsin Administrative Code (DHS 1) Uniform Fee System of charging clients for services provided and inform PROVIDER. PROVIDER shall assume responsibility for the billing and collection of fees, unless specified otherwise in this Agreement.
 2. PROVIDER shall not delegate collection of fees to private collection firms without written permission from COUNTY.
- J. **Deadline for Requesting Cost Variances and Transfers of Funds Between Programs.** Requests for approval of cost variances and transfers of funds between programs must be made in writing to COUNTY no later than January 25 of the year following the Agreement year. COUNTY will not consider written requests for further revisions unless they are the result of auditing adjustments detailed in a letter from PROVIDER's auditor and submitted prior to or with the annual audit report.
- K. **Deposits in FDIC-Insured Account.** Any payments of monies to PROVIDER by COUNTY for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (FDIC) insurance coverage. For any balance exceeding FDIC coverage PROVIDER must obtain additional insurance.
- L. **Donations.** PROVIDER shall account for donations in accordance with the State of Wisconsin's Allowable Cost Policy Manual (Section III, item 12) and other applicable law.
- M. **Expense Reports.** PROVIDER shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.
- N. **Financial and Compliance Audit by PROVIDER.**
1. PROVIDER, if it receives departmental funding over \$25,000, shall submit a copy of its agency-wide annual audit to COUNTY within one hundred eighty (180) days of the end of its fiscal year. The audit shall be performed on behalf of PROVIDER by an independent certified public accountant and shall be conducted in accordance with the applicable state and federal regulations and guidelines, including, but not limited to: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2; the State of Wisconsin's Department of Health Services Audit Guide; and the State of Wisconsin's Allowable Cost Policy Manual.* If PROVIDER receives department funding less than \$100,000, it may request a waiver of this requirement. When required, the audit shall include the following items:
 - a. The auditor's opinion on the financial statements.
 - b. A supplementary schedule identifying expenses and revenues by funding source and by program. This schedule shall be presented in worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category as defined by COUNTY (i.e., Personnel, Operating, Space, Special Costs, and Other Expenses) as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column.
 - c. For Unit of Service Reimbursement based programs, a supplementary schedule identifying reserves (non-profit organization) or allowable profit computation (profit organization) by funding source and by programs.
 - d. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY.
 - e. The auditor's opinion on the supplementary schedules.
 - f. The auditor's Report on Compliance and Internal Control over Financial Reporting based on an audit of financial statements performed according to Government Auditing Standards.

- g. The auditor's Report on Compliance with requirements applicable to each major program and Internal Control over Compliance in Accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2* and the State Single Audit Guidelines.
 - h. A Schedule of Questioned Costs, if any.
 - i. The auditor's Letter to Management, as applicable.
 - j. The auditor's Summary of Audit Results.
2. COUNTY shall identify in writing to PROVIDER those findings or recommendations in the audit which shall require a written response and plan of corrective action by PROVIDER.
 3. Where the Agreement period and PROVIDER's fiscal year do not coincide, the audit shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.
 4. COUNTY shall accept its allocated share of the audit cost as indicated in the approved budget. COUNTY shall comment on the audit in writing to PROVIDER within one hundred eighty (180) days of when the audit is due or received whichever is later.
 5. PROVIDER understands and acknowledges that all auditing requirements survive the *Expiration Date* of this Agreement. If this contract terminates or is assigned with COUNTY's permission to another entity before the expiration date, these audit provisions shall be due within 120 days of the termination or assignment.

O. Final Settlement Where County Pays PROVIDER's Costs.

1. If this Agreement employs Method of Payment under sub term B., paragraphs 1., 3. or 4. above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. As required by the terms of this Agreement, PROVIDER shall submit an audit, which shall include a supplementary schedule identifying expenses and revenues by funding source and by program. Where there are other revenues in COUNTY program columns of the audit, except for interest and dividends, the revenues shall be deducted from the expenses in those columns to give the net expense to COUNTY.
 - b. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule by program showing net county-funded expenditures by category (i.e., Personnel, Operating, Space, Special Costs, and Other Expense) compared to the most recently approved program budget for this Agreement, which shall be submitted to COUNTY no later than January 25 of the year following the Agreement year. Said schedule shall include an actual vs. budget analysis of expenditures as allocated between "administrative" and "program". The percentage actual expenses vary from the budget shall be calculated and displayed for each account category. This schedule shall be submitted on the form provided by COUNTY and COUNTY shall pay the lesser of unaudited expenses or the annual Agreement amount on a per program basis.
 - c. On a per program basis, any account category or administrative cost variance not approved by COUNTY will be considered an overpayment and PROVIDER shall reimburse any such amount to COUNTY within ten (10) working days of notification. Overall program under spending is not considered a variance issue.
 - d. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVIII, sub term G.2.
 - e. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of

- audited expenses plus four percent (4%) of audited expenses less related revenue or the *Maximum Cost* as stated on page one of this Agreement.
- f. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.
2. If this Agreement employs Method of Payment under sub term B., paragraph 2. Unit of Service Reimbursement above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule identifying reserves (non-profit organization) or allowable profit computation (profit organization) by funding source and by program.
 - b. If PROVIDER is a profit organization, final settlement on a per program basis, shall be audited expenses plus four percent (4%) of audited expenses less related revenue.
 - c. If PROVIDER is a non-profit organization, final settlement on a per program basis, shall be 4% annually.
- P. **Notice of Financial Instability.** PROVIDER shall give COUNTY immediate notice of any of the following events:
1. That PROVIDER is unable to meet its financial obligations to its employees, to the state or federal governments, or to any creditor.
 2. That PROVIDER has written a check drawn on insufficient funds.
 3. That PROVIDER has received notice that it has been sued or that a lawsuit against PROVIDER is pending.
 4. That PROVIDER has filed a bankruptcy action.
 5. That PROVIDER has sustained or will sustain a loss for which it has insufficient financial resources.
 6. Any other event that impedes PROVIDER's ability to perform under this Agreement.
- Q. **Overpayment.** Any overpayment due COUNTY shall be paid within ten (10) working days of notification. PROVIDER understands that time is of the essence with respect to repayments and agrees that if PROVIDER fails to timely submit repayment, COUNTY may withhold payment due from either a previous year Agreement or the current year Agreement.
- R. **Purchased Equipment.**
1. The *State of Wisconsin's Allowable Cost Policy Manual* requires that any asset with an acquisition cost in excess of \$5,000 be capitalized. PROVIDER shall make requests for any exceptions to this policy in writing to the appropriate Division Manager for COUNTY. These requests shall be made prior to the purchase of any such asset.
 2. If COUNTY approves an exception under sub. (1), above, and any assets are expensed to COUNTY, said assets shall become the property of COUNTY upon termination or non-renewal of this or any extension or future Agreement.
 3. Any item capitalized on PROVIDER's books and depreciated to COUNTY shall remain the property of PROVIDER.
 4. PROVIDER agrees to maintain records that clearly identify all items expensed or depreciated to COUNTY and shall provide those records to COUNTY upon request. Where the records are unclear, it shall be assumed that COUNTY is the owner of the property upon termination or non-renewal of the Agreement.
- S. **Purchase of Computer Equipment.**
1. Any of PROVIDER's hardware intended to link with the COUNTY network, shall meet Dane County Department of Administration, Management Information Services standards in effect at the time the linkage is desired.
 2. PROVIDER shall be responsible for the costs associated with connectivity hardware and software, including, but not limited to, installation of data lines and

- associated monthly costs, port patch panels (hubs), patch cables, network interface cards and network software.
3. PROVIDER shall be responsible for all maintenance of its computer equipment. Dane County Department of Administration, Management Information Services shall be responsible for maintenance of the network.
 4. PROVIDER shall be responsible for completing and submitting current and accurate COUNTY Security Access forms to the COUNTY Security Officer for all staff who will be logging on to a Dane County network. It is PROVIDER's responsibility to ensure accuracy of said Security Access forms. COUNTY has the discretion to refuse access to the network for any reason.

T. **Organizations with Religious Affiliations.** No portion of funds under this Agreement may be used to support or advance religious activities.

SECTION D

(Reporting and Evaluation Requirements)

XXIX. REPORTS AND EVALUATION.

- A. **Audits and Contract Reviews.** PROVIDER agrees to submit to such random audits by COUNTY as COUNTY may request. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. COUNTY's review and monitoring responsibilities under the terms of this Agreement may include, but are not limited to: Agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program consumers, families and guardians, interviews with direct service and management personnel. The State and/or Federal government may also conduct program reviews in connection with their financial oversight functions. PROVIDER agrees to cooperate with COUNTY, State and Federal governments in these reviews.
- B. **Client Reporting.** PROVIDER shall submit monthly client registration and/or client service participation reports in a format provided by COUNTY. Reports for January through November are due on the tenth of the following month. The December report is due no later than January 5.
- C. **Copies to be Supplied.** Copies of any evaluative information obtained by PROVIDER during the year, such as, outside evaluation or accreditation will be submitted to COUNTY at the time received.
- D. **Data Gathering.** PROVIDER will cooperate with COUNTY and other providers to define common data elements to be reported to COUNTY to assist in developing baseline data about program delivery, efficiency, and effectiveness.
- E. **Evaluation Compliance.** PROVIDER will comply with all COUNTY requirements regarding program evaluation COUNTY deems required under Wis. Stats. 46.23(6m)(g).
- F. **Quarterly Report.** PROVIDER will report, in a format as required by COUNTY, to COUNTY's designee on a quarterly basis, beginning on May 1. The final report shall be provided on April 1 of the following year. Reports shall include:
 1. Information on client waiting lists.
 2. Quantity of services by Agreement/client category.
 3. Progress or problems in achieving Agreement goals and performance outcomes.
 4. Progress or problems associated with overall PROVIDER operations.
 5. Other information as may reasonably be required by COUNTY.
 6. The fourth quarter report will also include a description of:
 - a. Agency and program objectives for that year;
 - b. Achievement of or progress toward those objectives;
 - c. Problems encountered in meeting the objectives.

- 7. Reports on services provided in specific geographical areas as identified to PROVIDER by COUNTY.
- G. **Timeliness.** PROVIDER understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if PROVIDER fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.
- H. **Reporting Requirements.** Provider understands and acknowledges that all reporting requirements survive the *Expiration Date* of this Agreement.

SECTION E

(Contract Construction and Legal Process)

XXX. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where PROVIDER intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, PROVIDER shall first obtain the written permission of COUNTY; and further, PROVIDER shall ensure that it requires of its subcontractor the same obligations incurred by PROVIDER under this Agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Copies Valid.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.
- I. **Venue.** Venue for any legal proceedings shall be in the Dane County Circuit Court.

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

FOR PROVIDER:

Date Signed: 11/9/16



Print Name and Title of Authorized Agent: Steven A. Caldwell, CPA
System Vice President - Finance
Wisconsin Region

Date Signed: _____

Print Name and Title of Authorized Agent: _____

Registered Agent's Name: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: 11-15-16



LYNN M. GREEN, Director of Human Services
(when applicable)

Date Signed: _____

JOE PARISI, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

Exhibit I

GENERAL FEATURES FOR ADULT MENTAL HEALTH SYSTEM - 2017

The following terms shall apply to all of the adult mental health COUNTY contracted programs:

1. All PROVIDERS shall treat individuals with mental illness in the least restrictive setting consistent with the level of their needs. Inpatient treatment shall be considered the treatment option of last resort. Psychiatric inpatient services shall only be used for individuals needing active treatment of a mental health condition designed to achieve the individual's discharge from inpatient status at the earliest possible time. PROVIDERS shall comply with COUNTY's Level of Care Guidelines.
2. The Crisis Unit at Journey Mental Health Center shall authorize all COUNTY funded psychiatric inpatient admissions at the Mendota and Winnebago Mental Health Institutes and at local hospitals before a COUNTY funded individual may be admitted.
3. All PROVIDERS shall cooperate with inpatient diversion specialist to implement inpatient diversion options and to monitor and facilitate discharge planning for all COUNTY funded hospitalizations and institutionalizations.
4. All Care Center admissions are intended to be transitional. COUNTY must authorize any stays exceeding two weeks.
5. **Tellurian is the PROVIDER who shall conduct care center eligibility screens and coordinate care center admissions.**
6. **The Emergency Services Unit (ESU) at Journey Mental Health Center shall be the central intake point for placements to individualized Crisis Stabilization funded homes. COUNTY shall approve all crisis funded placements and rate of care prior to an individual's admission.**
7. **PROVIDERS shall submit all MA Crisis logs for each consumer weekly in an electronic format and shall maintain supporting daily documentation on-site, making it available for review as requested.**
8. COUNTY Mental Health Program Manager, or designee, will be the central intake point for placements to all contracted group homes, excluding transitional housing programs, and will maintain wait lists as needed. Adults with mental illness will be reviewed for admission based on priority and the PROVIDER'S established written admission process. Services shall be prioritized based on court ordered needs or inpatient diversion.
9. **COUNTY Mental Health Program Manager, or designee, will be the central intake point for all Community Support Program referrals. Referrals will be reviewed and a Mental Health Substance Abuse Functional Screen will be completed to determine priority and appropriate level of care. Waitlist will be maintained by the COUNTY with referrals distributed to the CSPs for ongoing services as openings become available.**
10. Recovery Dane shall be the central intake point for all targeted case management referrals. COUNTY and PROVIDERS shall prioritize referrals for available openings and services on a monthly basis.
11. The Crisis Unit at Journey Mental Health Center shall monitor all persons under Chapter 51 Civil Commitments and Settlement Agreements, ensuring that treatment conditions are followed. PROVIDERS shall keep Crisis informed of non-compliance by committed persons. All PROVIDERS shall comply with the Process for Review of 51 Commitment Extensions.
12. During the commitment period, PROVIDERS shall implement court ordered outpatient terms and conditions, even after placement has been made outside of a psychiatric inpatient setting.
13. Core service programs, such as CSPs, PACT, SOAR, CIT and Yahara House shall not serve the same individual but shall instead facilitate the most comprehensive program to provide services to

consumers in that program. Exceptions based on individual need may be allowed but only if approved in advance by COUNTY.

14. PROVIDER shall participate in mental health system meetings as needed to discuss and resolve system management and coordination issues, including clinical needs of consumers and system-wide needs.
15. PROVIDER shall prioritize the completion of a health insurance application whether it's done by PROVIDER or designated provider. This includes applications for Medicaid, Presumptive Disability, market place health insurance or Patient Assistance Programs. PROVIDER will notify COUNTY whenever an application cannot or is not completed. COUNTY will provide consultation on these issues. PROVIDER shall maintain expertise on these issues to provide consumer assistance.
16. PROVIDER shall comply with changes in service and fiscal reports per the State of Wisconsin Department of Health Services' mandates.
17. PROVIDER understands that the system of care for its consumers may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes, Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.
 - a. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
 - i. PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
 1. The guardian's name, current address, phone number and e-mail address.
 2. A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
 3. A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
 - ii. Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.
 - iii. Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48 hours after the transfer provider notice of transfer to the Probate Office, the guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.
 - iv. Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24 hours prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48 hours of the transfer.
 - v. The PROVIDER, when requested, shall submit on a timely basis a complete, clear and signed Watts Annual Review Form.
 - vi. The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
 - vii. Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
 - viii. When requested, PROVIDER shall provide testimony in court hearings.
 - ix. To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.

- b. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54 and 55.
- c. PROVIDER shall meet any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition, upon request of the COUNTY, PROVIDER shall assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.
18. On occasion, COUNTY will be required by court order or operation of law to serve an individual whose needs fall outside established treatment modalities or who poses safety risks greater than usually encountered in the mental health system. PROVIDER shall meet with COUNTY as requested to discuss reasonable accommodations that may permit PROVIDER to serve the individual.
19. SYSTEM VALUES:
PROVIDER shall cooperate with COUNTY and COUNTY contracted PROVIDERS to discuss and incorporate into practice ways to further promote cultural clinical competence, diversity, and consumer-centered recovery-oriented practices into all aspects of the service delivery system. This includes but is not limited to:
- Working within an individually designed recovery-oriented model, which includes hope, inspiration, choice, and personal responsibility throughout the treatment process
 - Helping consumers to develop peer and natural supports with family members and significant others
 - Involving consumers in program evaluation that includes measures of satisfaction and consumer outcomes
 - Working in conjunction with consumers and others to reduce stigma, discrimination and segregation
 - Providing opportunities for community integration and inclusion
 - Educating and training consumers in various capacities and roles
 - Involving consumers on committees and boards
 - Fostering paid employment opportunities for consumers
 - Advocating for the elimination of barriers and disincentives to work
20. PROVIDER shall support the integration of clinical and vocational services, and promote a belief in the value of work at the earliest possible stages of recovery.
21. PROVIDER shall endeavor to procure additional non-county funding to support PROVIDER'S programs.
22. PROVIDER shall provide COUNTY a 60 day notice of policy and procedural changes that relate to a COUNTY contracted service prior to implementation. COUNTY reserves the right to change the contract as a result of the policy and procedural change prior to implementation.
23. PROVIDER and COUNTY shall meet and discuss budgetary issues and concerns that affect the delivery of services. PROVIDER shall promptly inform COUNTY of any plans that may impact the need for additional funding before implementing changes.
24. The timeliness and quality of COUNTY contracted services shall not be negatively affected by the PROVIDER's contracts with other entities.
25. PROVIDER shall report services provided under the Comprehensive Community Services (CCS) program under the CCS contract only. Clients shall be discharged from other county contracts upon CCS enrollment. PROVIDER understands that contract adjustments may be necessary throughout the year to reflect changes in service provision subsequent to CCS enrollment.

SCHEDULE A - 2017
SSM Health Care of Wisconsin, Inc. Owning & Operating St Mary's Hospital

Program 1335 SPC 503

SERVICE DESCRIPTION: The service purchased is defined as follows:

SPC 503, Inpatient: The provision of treatment services in 24 hour units of an inpatient facility to clients for the purpose of stabilizing and/or ameliorating mental illness (short-term), enabling persons to function effectively in a less restrictive alternate or a natural living setting. Services may include but are not limited to: assessment/diagnosis; case planning, monitoring, and review; counseling/psychotherapy; physical health activities; education/training; personal care; supervision; and therapy. Food and housing are required benefits and drugs are also commonly provided. Includes stays under emergency detention and commitment provisions. Includes evaluations that require an inpatient admission. Includes planning for, arranging for, and monitoring of inpatient facilities placements.

1. The purpose of this contract is to provide for acute, short-term inpatient stabilization services provided on the psychiatric unit for persons experiencing an exacerbation of mental health symptoms.
2. PROVIDER shall maintain an inpatient psychiatric unit that meets accreditation and certification standards under the Joint Commission on Accreditation of Hospitals (JCAHO).
3. The unit of service is a day of inpatient care.

GOALS/OUTCOMES:

4. The primary goal of PROVIDERS' service is to alleviate an individual's acute psychiatric symptoms to enable him or her to return to the community as soon as possible.

REFERRAL/APPLICATION PROCESS/PRIORITIZATION/SAFETY CONSIDERATIONS:

5. PROVIDER shall take all referrals directly. PROVIDER shall make the determination as to who will be accepted and when the admission will occur.
6. PROVIDER shall determine and maintain its own wait list.
7. 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 the person's dangerousness, PROVIDER shall discuss with COUNTY and Crisis as requested to discuss reasonable accommodations that may permit PROVIDER to serve the individual.

PERSONS TO BE SERVED:

8. Persons eligibility for services shall meet the following criteria:
 - Dane County residency
 - Aged eighteen years or older
 - Who is experiencing a mental illness that requires a psychiatric inpatient setting due to being dangerousness to self or others
9. Individuals may be admitted on a voluntary or involuntary basis. Psychiatric inpatient care must be an evidence based treatment for the presenting disorder

SERVICE METHODS/REPORTING:

10. PROVIDER shall provide psychiatric assessment, evaluation, treatment, medication administration, symptom management, stabilization, and nursing care as specified in individual treatment plans, according to JCAHO Standards.
11. PROVIDER shall work with COUNTY funded service providers to facilitate coordinated and appropriate treatment and discharge planning for individuals.

12. PROVIDER shall notify the Crisis Unit at Journey Mental Health (Crisis) when a COUNTY funded individual is refusing to take psychotropic medications as prescribed.

13. PROVIDER'S nursing staff shall complete an initial assessment, and a discharge summary at the conclusion of the admission which shall focus on the presenting symptomatic behavior, course of treatment and the individuals' response to the treatment.

14. COUNTY will not fund electroconvulsive treatments (ECTs).

LENGTH OF SERVICE/TERMINATION:

15. If funding authorization is approved on behalf of COUNTY, Crisis will complete an **AUTHORIZATION OF INPATIENT ADMISSION** form, specifying the number of days approved for funding, not to exceed three (3). Crisis shall send this to PROVIDER at the time of admission. COUNTY will reimburse PROVIDER only for the authorized number of days.

16. COUNTY will closely monitor length of stay for each Crisis authorized COUNTY funded admission.

17. PROVIDER shall notify Crisis if an individual is needing to remain inpatient longer than what has been authorized. COUNTY and Crisis will determine if an extension will be authorized. COUNTY will only pay for days of authorized inpatient stay.

SERVICE LOCATION:

18. PROVIDER shall provide services from the St. Mary's Hospital inpatient psychiatric unit, 700 S. Park Street, Madison, WI 53715.

SYSTEMS MEETINGS/COORDINATION:

19. PROVIDER names **Amy Broihahn** as the prime contact for issues involving this agreement. PROVIDER shall notify the COUNTY, in writing, if a different primary contact is named. Cyn Gunnelson is at 25-5440 and cynthia.gunnelson@ssmhc.com. Cyn receives the contract.

FUNDING/AUTHORIZATIONS/BILLING:

20. COUNTY will not fund individuals covered by any other insurer. COUNTY is the payor of last resort.

21. PROVIDER shall contact Crisis to request authorization for COUNTY funding for individuals who are not covered by another insurer prior to admission or as soon as possible thereafter. COUNTY and Crisis will determine when funding will begin for all requests that occur after the individual has been admitted.

22. If PROVIDER learns that an individual's third party insurer does not cover the service, PROVIDER shall request Crisis authorize COUNTY funding within one (1) working day following admission.

23. PROVIDER shall request approval from COUNTY for any specialized psychiatric and psychological evaluations before the service has been delivered.

24. PROVIDER shall notify COUNTY regarding disagreements over admission decisions and funding authorizations. COUNTY may conduct a formal review and notify all parties of its decision.

25. If an individual from another county or state is admitted under an involuntary emergency detention approved by Crisis, COUNTY will be responsible for payment only for the first seventy-two (72) hours for uninsured individuals pending Crisis funding authorization. PROVIDER shall notify the County of origin as soon as possible and within seventy-two (72) hours following the involuntary admission to discuss treatment and funding options.

26. PROVIDER shall immediately notify Crisis of any impending transfers to other inpatient settings so that a review for COUNTY funding may be made.

27. PROVIDER shall proceed as follows for all COUNTY funded admissions:

- PROVIDER shall determine the extent of the individual's ability to pay, including third party coverage.
- PROVIDER shall prioritize the completion of an insurance application whether it's done by PROVIDER or designated provider. PROVIDER shall assist individuals in the Medical Assistance (MA) and/or Presumptive Disability Application process, as soon as possible from the date of admission.
- PROVIDER bears the same responsibility as COUNTY to ensure individuals served who are eligible for Medical Assistance (MA) or Presumptive Disability receive such funding.
- PROVIDER shall notify COUNTY of any Medical Assistance (MA) and/or Presumptive Disability Application that has been started but not completed prior to discharge so that responsibility can be fixed within the community treatment system ensuring that the application is completed.
- PROVIDER shall assist individuals to apply for community care to fund services, especially for services not covered under this agreement.
- PROVIDER shall inform all individuals receiving COUNTY authorized funding that they are statutorily liable to COUNTY for inpatient cost of care assumed by COUNTY, based on their future ability to pay for services provided.
- PROVIDER shall submit invoices by the end of the month following the provision of services. COUNTY will not issue and PROVIDER waives payment for any late invoices.

28. COUNTY funds psychiatric inpatient services only and will not fund medical procedures or services. PROVIDER shall provide COUNTY with a list of all routine procedures and charges performed as a part of psychiatric inpatient admissions by the start of this contract. PROVIDER shall request prior authorization from COUNTY for any procedure that exceeds \$500 for a single treatment episode.

29. COUNTY assumes responsibilities for identification of those services not reimbursable under this contract, and for notifying PROVIDER of these determinations. In the event of any dispute it will be the obligation of PROVIDER to justify the relationship between the specific treatment procedure under question and the mental health problem for which the individual is being treated.

CONTRACT COMPLIANCE/MEETINGS:

30. PROVIDER shall submit to random fiscal audits of Wisconsin Statutes Chapter 51.42 individuals, as COUNTY requests, within fifteen (15) days after receiving notice.

31. PROVIDER shall maintain a quality assurance plan and a utilization review committee for internal monitoring purposes. PROVIDER shall notify COUNTY of any revisions and provide COUNTY a written copy upon request.

32. **COOPERATION:** PROVIDER and COUNTY shall comply with all "General Features For Adult Mental Health System – 2017," which is attached as Exhibit 1.

SSM HEALTH CARE OF WISCONSIN, INC.
OWNING & OPERATING ST. MARY'S HOSPITAL MEDICAL CENTER
SCHEDULE B – FISCAL

1. Regarding Billing Procedures for Inpatient program # 1335:
 - a. Payment to the PROVIDER will be made for days of inpatient care as authorized by the County's contracted provider, Journey Mental Health Center's Emergency Services Unit, after review of the consumer's resources and third-party payers.
 - b. The PROVIDER must bill all third party sources before any billings may be sent to the COUNTY.
 - c. PROVIDER will make every effort to obtain financial information from the patient and complete/submit a Financial Information Form to the COUNTY related to each billing.
 - d. In the event that payment is made to the PROVIDER by any third party source or by the patient after the account has been settled with the COUNTY, the PROVIDER must issue the appropriate credits to the COUNTY.
 - e. Payment under this contract is authorized for inpatient psychiatric services only. Procedures used for the treatment of physical problems unrelated to mental health problems are not reimbursable under this contract. Emergency room costs are not reimbursable under this contract.

2. Regarding Method of Payment for Inpatient program # 1335:

Inpatient Hospital Reimbursement Rate is as follows:

Per Diem	\$1,005.00
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3. PROVIDER shall accept COUNTY's payment as "payment in full" and will not bill patients for any balances due.
4. PROVIDER is exempt from Section C, XXVIII, item G (Budgets and Personnel Schedules) and Section C, XXVIII, item M (Expense Reports) of this contract.

October 2016

Program Summary Form

Created: 9/11/2016	Contract #: 83712 ✓	Provider: SSM Health Care of Wisconsin, Inc. Owning & Operating St. Marys H
Revised:	Division: Adult Community Services	Funding Period: January 1, 2017 through December 31, 2017 ✓

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. 4454	ACCWRSMH	ATDCAA		Adult Day Care	102	19		\$11.71 ✓	19,383 ✓	\$ 226,975 ✓	\$ -	\$ 226,975	600/610
b.										\$ -	\$ -	\$ -	
c.										\$ -	\$ -	\$ -	
d.										\$ -	\$ -	\$ -	
e.										\$ -	\$ -	\$ -	
f.										\$ -	\$ -	\$ -	
Total										\$ ✓ 226,975	\$ -	\$ 226,975	

*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. ✓	✓	✓	✓	Unit quantity defined as client hour. Restricted revenue: CIP2 \$115,407; COP-W \$35,203; COP \$73,396, \$2969 Co Levy.
b.					
c.					
d.					
e.					
f.					
g.					
h.					
i.					
j.					

Standard Program Category (SPC) Code Description:

a. 102=Adult Day Care	c.	e.	g.
b.	d.	f.	h.
			i.
			k.

Contract Manager(s)/Programs: Freeman **Accountant(s)/Programs:** Yundt

2017 SCHEDULE A

St. Mary's Adult Day Health Center – St. Mary's Hospital Medical Center

Adult Day Care

Program Number 4454

SPC 102: Adult Day Care

The provision of services to adults in certified natural or supportive service (day center) setting for the purpose of providing an enriched social experience, protection and supervision during part of the day to enhance or maintain the integrity of families under stress, prevent abuse and neglect and/or prevent their placement into alternative living arrangements.

A. Description of Service to be Purchased:

The provision of services to

- maintain or improve individual's overall health and functioning
- to reduce isolation
- to provide meaningful and engaging daily activities
- to provide respite to family members and caregivers
- to keep persons in the community and prevent premature nursing home placement

1. Service Location:

The PROVIDER's Adult Day Care Program located at 2440 Atwood Avenue, Madison, WI

2. Persons to be Served:

a. Target Population:

Frail elderly persons over 65 years old and adults with physical disabilities enrolled in the Medical Assistance Waiver / Community Options Program (COPW) and low income individuals requiring a county subsidy to pay the full cost of the program.

b. Eligibility Requirements:

Functional and financial eligibility for COPW or CIPII long term care programs.

c. Funding Source:

State and Federal CIPII, COPW and COP funds

County Levy Monies

d. Units of Service:

A unit of service is defined as each hour an eligible person attends the Adult Day Center.

B. Program Specifications:

1. Frequency of Contact:

The PROVIDER, assigned COPW case manager and consumer / guardian shall determine the number of days / hours a consumer will attend the Adult Day Center each week.

2. Service Hours / Days:

Services shall be provided during normal business hours, Monday – Friday between 8:00am and 4:30pm.

3. Length of Service:

There is no limit to the length of time a person may receive COUNTY services at the Adult Day Center.

4. Service Termination:

Service termination shall occur when:

- a. An individual voluntarily withdraws from the COPW program
- b. The PROVIDER determines that it no longer has the capacity to respond to an individual's needs.

5. Transportation:

Transportation shall not be provided by the PROVIDER.

Program participants will use personal vehicle, Madison Metro Paratransit services and/or other private transportation providers to get to the program.

Transportation may be provided on a limited basis by the COUNTY funded Group Access Services.

6. Referral / Application Process:

Referrals to the PROVIDER shall be made by COPW case managers and Aging Focal Point agencies. The PROVIDER shall allow potential program participants, their guardians and/or family members to tour the Adult Day Center. When it is determined a consumer would like to attend the day center the PROVIDER shall

complete an intake assessment to ensure they can meet the consumers care needs in their setting.

7. Capacity / Waiting List:

The PROVIDER shall determine its capacity to accept new referrals based on program census and funding availability within the COUNTY contract.

C. Program Evaluation:

1. Goals:

Provide an enriched social experience, protection, and supervision during part of the day to enhance or maintain the integrity of families under stress, prevent abuse and neglect, and/or prevent their placement into alternate living arrangements.

2. Performance Indicators:

- a. Number of substantiated elder abuse and/or neglect reports
- b. Number/percent of persons receiving adult day care services who are placed into an alternate living arrangement.
- c. Care plan development for each adult day center participant receiving COUNTY funding.

D. Other Requirements:

1. Completion of the COUNTY's Monthly Client Services Report (600/610) is due to the COUNTY by the 10th working day of each month.
2. The PROVIDER shall cooperate and assist the COUNTY in coordinating dementia specific services for persons enrolled in the Adult Day Program funded by the COUNTY.
3. The PROVIDER shall meet and comply with all adult day care certification standards and the COPW programs. The PROVIDER shall correct any violations as reported by the State of Wisconsin Division of Quality Assurance.
4. COST: The Community Options Program and Waiver funds are based on an individual service plan. The COUNTY's policy is to inform PROVIDER thirty (30) days prior to the departure of the individual. Whenever possible, additional time will be allowed so as to better plan and prepare for the transition. If the participants leaves the program for hospitalization or nursing home and the Social Worker believes that there is a likelihood of his/her return, the PROVIDER will be informed and no payment adjustment will be made. However, if the Social Worker believes the participant will no longer need service from the PROVIDER, the COUNTY has the discretion to terminate the individual payment for service.
5. The PROVIDER shall cooperate with the Dane County Aging and Disability Resource Center (ADRC): The mission of the ADRC is to support seniors, adults

with disabilities and their families and caregivers by providing useful information, assistance and education on community services and long term care options. As appropriate, the PROVIDER shall refer individuals seeking information on adult services and long term care options. The PROVIDER shall cooperate with ADRC staff in developing referral protocols, if necessary, memorandums of understanding and other areas related to the ADRC's mission; and if the PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, the PROVIDER shall assure that the data is accurate and shall update the data whenever necessary.

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports have specific due dates as provided below:

REPORT	WHERE SUBMITTED	DUE DATE
Affirmative Action Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	January 15, 2017 (15 days after Agreement effective date.)
Civil Rights Compliance Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	On or before the effective date of the Agreement.
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	Within 10 days of complaint or findings.
Certificate of Insurance listing Dane County as additional insured.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	At the time the Agreement is signed.
Living Wage Survey	Dane County Department of Human Services Program Analyst 1202 Northport Dr. Madison, WI 53704	June 15, 2017
Certification of Compliance with Dane County's Living Wage Ordinance.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	March 24, 2017
Program Budget and Supporting Personnel Schedule (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	February 25, 2017 (56 days after Agreement effective date.) Final Revisions due January 25, 2018
Quarterly Expense Reports (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	April 25, July 25, and October 25, 2017; and January 25, 2018
Annual Audit (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	June 30, 2018, or 180 days after the end of PROVIDER's fiscal year.
Notice of Financial Instability	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	Upon triggering event occurring that requires notice.
Client Registration/Client Services Reports.	Client Registration is faxed to 242-6288. Client Services Reports are submitted electronically to your assigned keyer.	February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2017 and January 5, 2018
Quarterly Client Services Reports	County Designee	May 1, 2017, August 1, 2017, November 1, 2017 and final quarter due April 1, 2018
Certification of Compliance with Dane County's Equal Benefits Requirement	Dane County Department of Human Services Ground Floor 1202 Northport Dr. Madison, WI 53704	December 31, 2017