

Res 361 2017
Significant

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES		Contract/Addendum #: 83715																					
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		<table border="1"> <tr> <th>Contract</th> <th>Addendum</th> </tr> <tr> <td colspan="2">If Addendum, please include original contract number</td> </tr> <tr> <td><input 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: 1-1-17 to 12-31-17																							
4. Amount of Contract or Addendum: \$ 1,037,509.																							
5. Purpose: NA - Not required when Human Services signs.																							

6. Vendor or Funding Source: Tellurian UCAN Inc.

7. MUNIS Vendor Code: 7721.9

8. Bid/RFP Number:

9. Requisition Number:

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

11. Are funds included in the budget? Yes No

12. Account No. & Amount, Org & Obj. _____ 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? Yes 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 Res 361

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

16. Director's Approval: Symon Green

Human Services Only	a. Dane County Res. #	Approvals	Initials	Date
	b. HSD Res. ID#	g. Accountant	KG	10-24-16
	c. Program Manager Name	h. Supervisor	KA	11-1-16
	d. Current Contract Amount	i. To Provider	SL	11-2-16
	e. Adjustment Amount	j. From Provider	SL	11-14-16
	f. Revised Contract Amount	k. Corporation Counsel	MZ	11-14-16

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name/Address	
Mg	Received	11-16-16		Tellurian UCAN Inc.	
CA	Controller		11/17/16	Contact Person	
N/A	Corporation Counsel	See "k" above		Phone No.	
Y	Risk Management	11/17/16	11/18/16	E-mail Address	
CAE	Purchasing	11/21/16	11/21/16		
	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: 11-14-16

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: 11-14-16

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: 

Signature: 11/14/16

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: 83715
Begin Date: 1/1/2017
Expiration Date: 12/31/2017
Authority: Res. NA
Maximum Cost: \$ 1,037,509.
Number of Pages: 73
Corporation Counsel Approval: _____ 

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Tellurian, Inc. fka Tellurian U.C.A.N. Inc. (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 5900 Monona Drive Ste 300, Monona WI 53716 for the purpose of:

- Medically Monitored CBRF Treatment (SPC 503.70)
- Outpatient, Regular (SPC 507.00)
- Case Management (SPC 604)
- Medically Monitored Residential Detox (SPC 703.20)
- Day Treatment (SPC 704.10)

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 "programmatically 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 # 4547 - Outpatient IDP
And # 6944 - Adult Residential Program

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:

Program # 1566 - Detox
And # 10739 - Synergy

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

Program # 1567 Case management / CIT AODA
10360 Dual Response Coordination

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)

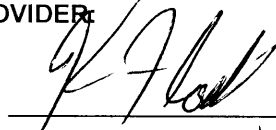
XXX. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- 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: 11/11/2016



Print Name and Title of Authorized Agent: Kevin Florek, President & CEO

Date Signed: _____

Print Name and Title of Authorized Agent: _____

Registered Agent's Name: Kevin Florek

Agent's Address: 5900 Monona Dr, Suite 300 Monona WI 53716

FOR COUNTY:

Date Signed: 11-14-16



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)

Program Summary Form

Created: 10/19/2016	Contract #: 83715	Provider: Tellurian UCAN, Inc.	Funding Period: January 1, 2017 through December 31, 2017										
Revised:	Division: Children, Youth, and Families	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. 1566		CYFCRTEL	DYDEAA	Detox	703.20	1,220	11	228.27	3,585	\$ 818,240	\$	\$ 818,240	600/610
b. 1567		CYFCLTEL	CMAOAA	Case Management/CIT AODA	604	19	12	48.70	917	\$ 44,656	\$	\$ 44,656	600/610
c. 10360		CYFCLTEL	CMAOAA	Dual Response Coordination	604	19	7	49.23	1,173	\$ 57,765	\$	\$ 57,765	600/610
d. 4547		CYFCRTEL	CZIDAA	Outpatient IDP	507.00	36	10	82.92	214	\$ 17,756	\$	\$ 17,756	600/610
e. 6944		CYFCRTEL	BZATAA	Adult Residential Program	503.70	9	0	251.75	162	\$ 40,784	\$	\$ 40,784	600/610
f. 10739		CYFCRTEL	DTDYAA	Synergy	704.10	18	8	15.58	3,743	\$ 58,308	\$	\$ 58,308	600/610
g.													
h.													
i.													
j.													
Total										\$ 1,037,509	\$ -	\$ 1,037,509	

*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 based on available funds divided by the approved unit costs; Unit of Service = client days of care.	
b.	Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour.		
c.	Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour. OTHER REVENUE to be generated by provider includes: \$1,000 Medical Assistance - Case Management and \$39,413 in Medical Assistance - Crisis Intervention.		
d.	Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour.		
e.	Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = client days of care. Final Cost, Unit Quantity, Number of Clients, Number of Slots to be determined by actual utilization.		
f.	Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour.		
g.			
h.			
i.			
j.			
Standard Program Category (SPC) Code Description:			
a.	Medically monitored residential detox	e.	Medically monitored CBRF
b.	Case Management	f.	Day Treatment
Contract Manager(s)/Programs: Todd Campbell		Accountant(s)/Programs: Kathy Clemens	

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

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

SPC 703.20 Medically Monitored Residential Detoxification

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

1. Service Location

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

2. Persons to be Served

a. Target Population

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

b. Eligibility Requirements

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

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

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

3. Federal and State Requirements

PROVIDER shall comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant and the IV-Drug Enhancement Grant.

B. Program Evaluation

1. Goals

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

2. Performance Indicators

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

C. Contract Requirements Specific to Program

1. Referral/Application Process

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

2. Capacity/Waiting List

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

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

3. Service Methods

a. Service Definition

Patients Who Are Incapacitated By The Use Of Alcohol

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

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

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

Voluntarily Admitted Patients Preparing For Treatment

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

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

Group counseling shall be designed to encourage patients to actively move toward recovery upon their discharge from this program. The publication from the Substance Abuse and Mental Health Administration (SAMHSA) shall be used as a guide. Individual sessions with patients shall use techniques associated with motivational

interviewing and shall be focused on assessing each patient's motivation to change. Sessions will include interventions that encourage individuals' movement along the change continuum. On-site 12-step programs shall be made available to patients during their stay.

b. Frequency of Contact

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

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

c. Service Hours/Days

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

d. Length of Service

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

e. Service Area

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

4. Transportation

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

5. Service Termination

As set forth in WI state statutes 51.45 (11), persons admitted under protective custody are held by the PROVIDER until they are no longer deemed to be incapacitated, but no

longer than 72 hours, excluding weekends and holidays. Voluntary admissions are released upon the individual patient's request or when withdrawal management is no longer medically necessary, as authorized by the referring COUNTY. Persons who are under an involuntary commitment or for whom proceedings are pending under 51.45(13) or 51.20 are in process may be held for any portion of the commitment period as part of a treatment plan.

6. Clients to be Reported

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

7. Units of Service

One day represents one unit of service.

8. Others Features and Requirements

a. Services to IV Drug Abusers

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

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

b. Third Party Reimbursement

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

c. Third Party Revenue Ownership

The PROVIDER shall use revenues generated by COUNTY clients to offset the expenses for the service delivered under this agreement. PROVIDER may use the COUNTY-owned building from which this service is provided to expand the availability of the service to other payers (i.e.: other counties, health insurance). Any losses incurred by the PROVIDER as a result of this expanded service are the sole responsibility of the PROVIDER. Third party payers will be billed for services

rendered on behalf of their covered patients. Others will be billed on the basis of ability to pay consistent with DHS 1 of the Wisconsin Administrative Code.

d. Additional Reporting Requirements

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

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

e. Patients Who Are A Danger To Themselves Or Others

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

f. Building Maintenance

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

g. Notification to Law Enforcement in certain cases

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

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

h. Tuberculosis Services

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

i. Program Certification

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

TELLURIAN UCAN, INC.
Community Intervention Team
Program #1567

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Case Management (SPC 604)

The provision of services to enable clients and when appropriate clients' families to gain access to and receive a full range of appropriate services in a planned, coordinated, efficient, and effective manner. Case managers are responsible for locating, managing, coordinating, and monitoring all services and informal community supports needed by clients and their families. Services may include, but are not limited to: assessment/diagnosis, case planning, monitoring and review, advocacy, and referral.

1. Service Location

PROVIDER'S office is located at 1053 Williamson Street. Services are provided in the office, in-home, on-site at other programs, and in the community.

2. Persons to be Served

a. Target Population

Individuals with a chronic history of substance use disorder that has resulted in significant impairments in functioning and a high use of publicly-funded services, including but not limited to: detoxification, hospital emergency rooms, and law enforcement.

b. Eligibility Requirements

- i. Adult (at least 18 years old); and
- ii. Dane County resident; and
- iii. Diagnosable Substance Use Disorder that is documented as being chronic in nature; and
- iv. Suffering from significant impairment in functioning as a result of chronic substance use.

3. Federal and State Requirements

PROVIDER will comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant.

B. Program Evaluation

1. Goals

- a. Reduce the harm to clients caused by chronic substance use;

- b. Increase clients' periods of sobriety;
- c. Regularly monitor, assess, and refer for needed health care services; and
- d. Locate and assist in maintaining stable living environments conducive that enhance clients' the health and well being.

2. Performance Indicators

- a. 50% decrease in involuntary detoxification admissions for clients served compared to the previous year;
- b. 75% of all clients served will receive needed care from health care providers and other support services; and
- c. 75% of all clients will locate and maintain stable living environments within one year of admission.

C. Contract Requirements Specific to Program

1. Referral/Application Process

The PROVIDER will receive referrals directly from the COUNTY. Referrals that are received from other community providers within Dane County or any other entity must be authorized by the COUNTY prior to the delivery of services.

2. Capacity/Waiting List

PROVIDER capacity is identified in the contract Program Summary Form. PROVIDER maintains a waiting list when necessary and communicates regularly with the COUNTY as to the specifics of a waiting list. COUNTY shall prioritize admissions from any existing waiting list. Priority for program admission shall be granted to individuals in the following order:

- a. pregnant women who are intravenous drug users.
- b. pregnant women,
- c. intravenous drug users,
- d. women with dependent children, and
- e. homeless persons with co-occurring disorders (substance use disorder and mental illness)
- f. individuals with a case active to the COUNTY and/or are institutionalized.

3. Service Methods

a. Service Definition

The case management services to be provided include but not are limited to case planning, monitoring and review, advocacy, ongoing assessment, arranging or monitoring associated with a client's long-term needs, and advocacy for and referral to other needed services. Primary areas of focus are the connection and coordination of long-term outpatient psychiatric services, money management, health care services, housing support, and other client-identified goals that are important to recovery.

b. Frequency of Contact

Frequency of contact shall be determined by current individual care needs. Clients may be seen daily but no less than twice per month.

c. Nature of Contact

Client contact under this contract will take place in the PROVIDER's office or in the community and will most often be face-to-face between staff from the PROVIDER and each client admitted to these programs. The PROVIDER may have some contact with and on behalf of admitted clients by telephone, email, fax, and mailed correspondence.

d. Service Hours/Days

Service hours are generally Monday through Friday, 8:00 a.m. to 4:30 p.m. with occasional evening hours provided by individual clinicians. PROVIDER shall maintain 24-hour telephone on-call availability for clients, crisis, and inpatient diversion services.

e. Length of Service

Service is provided based on the individual needs of the client. This program is designed as a long-term service. Services shall continue until no longer clinically necessary. The COUNTY retains the authority to determine length of service for individual clients.

f. Service Area

Individuals from all of Dane County will be served.

4. Transportation

Bus tokens are available to clients on an as needed basis. Clients are occasionally provided transportation via staff to medical appointments and in other appropriate situations.

5. Service Termination

Service is terminated upon the individual's death, incarceration, placement in a long-term health-care facility, permanent relocation outside Dane County, or attainment of sobriety and the ability to maintain effective life functioning.

6. Clients to be Reported

Monthly statistical reports shall be submitted on clients receiving service under this contract. Outreach services to individuals who are not on PROVIDER's caseload are included in tracking data for reports to COUNTY.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Utilization Review

The PROVIDER shall cooperate with COUNTY Utilization Review procedures governing the admission and discharge of COUNTY-funded clients. Clients shall not be reported under this contract unless authorized by the COUNTY Utilization Review Coordinator.

b. Program Certification

PROVIDER shall maintain required certification under State Community Substance Abuse Services Standards established by State Administrative Rule DHS 75 for services provided.

c. Services for County Representative Payee Clients

Services under this contract include case management of COUNTY designated clients for whom the COUNTY is the representative payee. Services to the provided are:

- i. procurement/coordination of services designed to meet basic living needs;
- ii. money management, including weekly distribution of spending money, where appropriate; and,
- iii. follow-up services

d. Program Improvement

PROVIDER shall conduct a minimum of one walk-through consistent with the Network for the Improvement of Addiction Treatment (NIATx) Process Improvement Guidelines. The goal of the walk-through is to see the program from the client's perspective. PROVIDER shall submit to the COUNTY a written report of the walk-through. At a minimum this report shall include a summary of areas that need improvement, the strengths demonstrated during the walk-through, and one identified process to be changed. This written report shall be submitted on or before October 15.

e. Tuberculosis Services

- i. The PROVIDER shall directly provide or routinely make available the following TB services to each individual receiving treatment for substance abuse:
 - (a) Counseling the individual with respect to TB.
 - (b) Testing to determine whether the individual has been infected with mycobacterium TB to determine the appropriate form of treatment for the individual.
 - (c) Providing for or referring the individuals infected by mycobacterium TB appropriate medical evaluation and treatment.

- ii. The PROVIDER shall implement the infection control procedures that are consistent with those established by the Wisconsin Department of Health Services to prevent the transmission of TB and that address the following:
 - (a) Screening individuals and identification of those who are at high risk of becoming infected.
 - (b) Meeting all state reporting requirements while adhering to federal and state confidentiality requirements 45 CFR parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR part 2.
 - (c) Case management activities to ensure that individuals receive such services.
- iii. The PROVIDER shall report all individuals with active TB as required by state law and in accordance with federal and state confidentiality requirements 45 CFR Parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR Part 2.

TELLURIAN UCAN, INC.
Dual Response Coordination (DRC) Program
Program # 10360

2017 – SCHEDULE A

A. Description of Services to be Purchased

The service purchased is defined as follows:

Case Management (SPC 604)

The provision of services to enable clients and when appropriate clients' families to gain access to and receive a full range of appropriate services in a planned, coordinated, efficient, and effective manner. Case managers are responsible for locating, managing, coordinating, and monitoring all services and informal community supports needed by clients and their families. Services may include, but are not limited to: assessment/diagnosis, case planning, monitoring and review, advocacy, and referral.

1. Service Location

PROVIDER'S office is located at 1053 Williamson Street. Services are provided in the office, in-home, on-site at other programs, and in the community.

2. Persons to be Served

a. Target Population

The target population for this program includes individuals who have a co-occurring mental health and substance use disorders that are chronic or dangerous in nature. Individuals who are under a commitment as an alcoholic, as a drug dependent, or as a mentally ill person or are at risk of an acute treatment episode. Individuals are typically in crisis, under a court order, leaving a more restrictive setting, or are at risk of hospitalization or institutionalization.

b. Eligibility Requirements

- i. Adult (at least 18 years old); and
- ii. Dane County resident; and
- iii. Diagnosable Substance Use Disorder; and
- iv. Subject to a pending or current commitment order or settlement agreement as specified in Chapter 51; or
- v. At imminent risk of an acute treatment episode in a psychiatric hospital or mental health institute.

3. Federal and State Requirements

PROVIDER will comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant.

B. Program Evaluation

1. Goals

- a. Provide an immediate response in the form of short-term intensive case management to individuals who experience an acute treatment episode.
- b. Provide discharge planning for all dually diagnosed clients who are hospitalized, are under a current alcohol commitment, a drug commitment, or are receiving another form of acute treatment.
- c. Increase periods of sobriety and mental health stability by accessing immediate post-hospital AODA and mental health treatment services.
- d. Eliminate or reduce the need for future episodes of acute treatment.

2. Performance Indicators

- a. 90 % of clients served will avoid hospital readmission while being served by the PROVIDER.
- b. 90% of clients will locate and secure stable living environments.
- c. 95% of clients will be discharged from the hospital or institutional setting within 14 days of the initial intake by the PROVIDER.

C. Contract Requirements Specific to Program

1. Referral/Application Process

The PROVIDER will receive referrals directly from the COUNTY. Referrals that are received directly from the Corporation Counsel's Office, the Emergency Services Unit (ESU) at the Journey Mental Health Center, the Treatment Readiness and Detoxification Center, or any other entity must be authorized by the COUNTY prior to the delivery of services.

2. Capacity/Waiting List

PROVIDER capacity is identified in the contract Program Summary Form. PROVIDER maintains a waiting list when necessary and communicates regularly with the COUNTY as to the specifics of a waiting list. COUNTY shall prioritize admissions from any existing waiting list. Priority for program admission shall be granted to individuals in the following order:

- a. pregnant women who are intravenous drug users.
- b. pregnant women,
- c. intravenous drug users,
- d. women with dependent children, and
- e. homeless persons with co-occurring disorders (substance use disorder and mental illness)
- f. individuals with a case active to the COUNTY and/or are institutionalized.

3. Service Methods

a. Service Definition

PROVIDER shall conduct a screening within 24 hours of receipt of the referral (excluding weekends and holidays). A screening shall determine an individual's eligibility for services and in cases where a petition for a commitment as specified in Chapter 51 is pending, shall include a recommendation to the COUNTY as to whether a commitment is warranted. In all circumstances individuals who are willing to seek

treatment voluntarily and there is a credible belief reasonable expectation that the individual will follow through, the PROVIDER shall encourage these individuals to do so.

The PROVIDER shall see an individual face-to-face as part of the screening. If an individual's psychiatric or medical symptoms are too severe during the screening, the PROVIDER shall consult with the following persons during the screening: institutional or hospital social worker, family, past treatment providers, the guardian, the COUNTY, and any other collaterals with knowledge of the individual's condition. The PROVIDER shall provide the COUNTY with daily updates of activity until the screening is completed.

In cases where an individual is hospitalized or institutionalized at the time of the referral, the PROVIDER shall lead discharge planning efforts immediately upon the conclusion of the intake. Discharge planning shall be conducted in accordance with the "Dane County Level of Acute Care Guidelines for County Funded Services".

The PROVIDER shall monitor and follow civil commitment procedures for each client for whom it is applicable. In consultation with the COUNTY, the PROVIDER shall provide recommendations to ESU for the extension or lapsing of commitment orders and to the corporation counsel recommendations to vacate settlement agreements.

The PROVIDER shall monitor and assist client applications for Social Security Disability Insurance, Medical Assistance, or other benefits and entitlements as necessary. The PROVIDER will maintain knowledge and expertise on these programs sufficient to provide needed assistance to clients. The PROVIDER shall regularly monitor, assess and refer for needed health care services, locate and maintain of stable living environments conducive to their health and well being, provide money management functions as necessary.

The PROVIDER shall offer psychiatric care and ancillary services (i.e.: nursing, office supplies) for clients served under this agreement. Up to two hours of psychiatric care shall be provided per week, for 48 weeks per year. The PROVIDER is responsible for triaging clients' access to the available psychiatric care. If the client continues to be in need of psychiatric care upon discharge, the PROVIDER shall transition such care community providers. Continuing psychiatric care shall not be the sole reason for a client's case to remain open under this agreement. Exceptions must be approved by the COUNTY.

The PROVIDER shall meet all special funding source requirements, including billing Medicaid for Targeted Case Management and Crisis Stabilization services.

The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.

The PROVIDER shall assure clients' presence at all court hearings. The PROVIDER will transport and accompany clients to assure their presence. If medical or psychological

reports are required for a court hearing, the PROVIDER shall schedule an appointment on behalf of a client and accompany or otherwise assure the client's presence at the appointment.

b. Frequency of Contact

Frequency of contact shall be determined by current individual care needs. Clients may be seen daily but no less than twice per month.

c. Nature of Contact

Client contact under this contract will take place in the PROVIDER's office or in the community and will most often be face-to-face between staff from the PROVIDER and each client admitted to these programs. The PROVIDER may have some contact with and on behalf of admitted clients by telephone, email, fax, and mailed correspondence.

d. Service Hours/Days

Service hours are generally Monday through Friday, 8:00 a.m. to 4:30 p.m. with occasional evening hours. PROVIDER shall maintain 24-hour telephone on-call availability for clients, crisis, and inpatient diversion services.

e. Length of Service

Service will be provided for a maximum of six months from the time of referral. Exceptions must be approved by the COUNTY.

f. Service Area

Individuals from all of Dane County will be served.

4. Transportation

Transportation is provided or arranged at the PROVIDER's discretion in order to further the recovery needs of the client.

5. Service Termination

Service may be terminated once a commitment order or settlement agreement have expired (if applicable), upon entering recovery or otherwise achieving functional stability, or once short-term case management objectives have been achieved. Clients who require more than six months of care will be transferred to a long term case management program.

6. Clients to be Reported

The PROVIDER shall notify the COUNTY of all new admissions and discharges within 24 hours of that service.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Utilization Review

The PROVIDER shall cooperate with COUNTY Utilization Review procedures governing the admission and discharge of COUNTY-funded clients. Clients shall not be reported under this contract unless authorized by the COUNTY Utilization Review Coordinator.

b. Program Certification

PROVIDER shall maintain required certification under State Community Substance Abuse Services Standards established by State Administrative Rule DHS 75 for services provided.

c. Program Improvement

PROVIDER shall conduct a minimum of one walk-through consistent with the Network for the Improvement of Addiction Treatment (NIATx) Process Improvement Guidelines. The goal of the walk-through is to see the program from the client's perspective. PROVIDER shall submit to the COUNTY a written report of the walk-through. At a minimum this report shall include a summary of areas that need improvement, the strengths demonstrated during the walk-through, and one identified process to be changed. This written report shall be submitted on or before October 15.

d. System Meetings and Coordination

The PROVIDER agrees to participate in all AODA and mental health system meetings in which system management coordination issues will be discussed and solutions developed. This may include a discussion of the clinical needs of clients or system-wide needs. The PROVIDER agrees to participate in the COUNTY case management system and general system-wide evaluation process being implemented through the entire COUNTY contracted adult AODA and mental health system.

e. Tuberculosis Services

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

160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR Part 2.

TELLURIAN UCAN, INC.
Community Intervention Team, Dual Response Coordination, and Detoxification
Program #: 1567, 10360, and 1566

2017 – SCHEDULE B – FISCAL

A. Program #1567 and #10360

1. Funding

The combined funding for these programs is as follows:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Non-MA Sources	\$ 62,008		\$ 62,008
MA Case Management		\$ 1,000	\$ 1,000
MA Crisis		\$ 39,413	\$ 39,413
Total	\$ 62,008	\$ 40,413	\$ 102,421

2. Method of Payment

The method of payment for these programs is as follows:

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

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

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

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

B. Program #1566

Section C, XXVIII, M – Expense Reports, shall be revised to the following:

PROVIDER shall submit revenue projections on a quarterly basis for all revenues that support this program. This revenue report should provide a comparison of actual to budgeted revenues and expenses. These reports are due no later than the 25th of the month following the end of the quarter.

TELLURIAN UCAN, INC.
Intoxicated Driver Program – Outpatient Treatment
Program #4547

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Outpatient, Regular (SPC 507.00)

Outpatient treatment service means a nonresidential treatment service that provides a variety of evaluation, diagnostic, Intervention, crisis and counseling services relating to substance abuse In order to ameliorate symptoms and restore effective functioning and totaling less than 12 hours of counseling per week. Intensive outpatient is at least six hours per week and regular outpatient is less than six hours per week.

1. Service Location

Outpatient services are provided at PROVIDER's office in Madison at 300 Femrite Drive.

2. Persons to be Served

a. Target Population

The persons to be served by the PROVIDER's Outpatient Program are those Dane County residents with a Driver Safety Plan (DSP) with a requirement of outpatient services.

b. Eligibility Guidelines

PROVIDER shall find eligible for admission to these programs any individuals who possess the following characteristics:

- i. Adult (at least 18 years old); and
- ii. Dane County resident; and
- iii. Driver Safety Plan with a requirement for outpatient services; and
- iv. Not covered or eligible for coverage by any insurance plan with a benefit for a similar program; or
- v. No other private resources to fund a similar program.

3. Federal and State Requirements

PROVIDER shall comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant, the State Department of Corrections, and the Driver Improvement Surcharge Revenue.

B. Program Evaluation

1. Goals

- a. To provide AODA treatment oriented services (counseling, medical support services and AOD information) designed to reduce/eliminate problematic drinking and

increase the ability to make safe decisions, especially as it relates to drinking and driving.

- b. To improve personal, social, vocational and behavioral functioning.

2. Performance Indicators

- a. An estimated 75% percent of all admissions will successfully complete the Driver Safety Plan.

Successful completion requires that:

- i. Those with a dependency finding, will not be drinking at the time of discharge (self report, staff observation, and biomarker testing); and,
 - ii. Those with an irresponsible use finding will not be drinking while driving during the course of treatment.
- b. An estimated eighty percent (80%) of all persons who complete a Driver Safety Plan will not be convicted of an OWI in the subsequent 24 month period.

C. Contract Requirements Specific to Program

1. Referral/Application Process

Referrals are accepted from the COUNTY's designated Centralized Intoxicated Driver Program (IDP) Assessment Program. The PROVIDER is responsible for assuring all individuals under this agreement meet eligibility requirements. PROVIDER is the authorizing agent for services provided under this contract. The PROVIDER will manage its own screening and intake process, which shall provide access to service in the most efficient way possible.

2. Capacity/Waiting List

Capacity is outlined on the Program Summary Form of this agreement. A waiting list may be required if the program's capacity has been exceeded. If a waiting list is required, PROVIDER agrees to coordinate with the COUNTY's Centralized IDP Assessment Unit.

3. Service Methods

a. Service Definition

This contract is for provision of Driver Safety Plan (DSP) outpatient treatment services, including but not limited to ongoing assessment/diagnosis, case planning, monitoring and review, and group, individual, couple, and family counseling. Several co-facilitated groups generally are run concurrently and cover a wide range of issues.

Persons with irresponsible use findings referred for brief treatment will participate in 1-3 months of therapy sessions, tailored to the client's individual treatment needs. Persons referred for primary outpatient treatment will participate in 3-6 months of weekly or bi-weekly therapy sessions depending upon the client's individual treatment needs. In some instances persons referred for brief treatment will participate in group counseling that focuses on and may include relapse prevention.

The COUNTY's Centralized IDP Assessment Unit has the authority to establish the type, frequency/intensity and length of treatment necessary for completion of the

DSP. PROVIDER recommended changes in the type, frequency/intensity, or length of treatment must be approved by the Assessment Unit.

b. Frequency of Contact

Each individual will have less than 12 hours of contact per week.

c. Nature of Contact

The majority of contact under this contract shall take place in the PROVIDER's office and shall be face-to-face between staff from the PROVIDER and each client admitted to these programs. The PROVIDER may have some contact with and on behalf of admitted clients by telephone, email, fax, and mailed correspondence.

d. Service Hours/Days

Services are generally available between 8:00 a.m. and 8:00 p.m. Monday through Thursday, and 8:00 a.m. to 5:00 p.m. on Friday. Scheduling accommodations for the individual client's work and family commitments are made whenever possible.

e. Length of Service

The length of a treatment episode is tailored to individual client needs, with discharge based upon completion of a client's identified goals as outlined in the client's Driver Safety Plan.

f. Service Area

Individuals from all of Dane County shall be served.

4. Transportation

Transportation services are not purchased under this contract.

5. Service Termination

Service is terminated upon successful completion of the driver safety plan, or upon failure of the client to attend and participate in the required treatment sessions. The COUNTY's Centralized IDP Assessment Unit shall be notified within one week once services for a client with a DSP are terminated.

6. Units of Service

One hour represents one unit of service.

7. Other Features and Requirements

a. Clients to be Reported

Clients to be reported under this contract are those individuals receiving the service and for whom a County client number has been assigned.

b. Reimbursement Contingencies

Reimbursement for services provided under the terms of this contract is contingent upon PROVIDER compliance with all reporting requirements of the COUNTY and all reporting requirements under state law and administrative rules.

c. Restrictions on Use of Chapter 20 Funds

The State Chapter 20 funds made available through this contract are restricted for use in the completion of the Driver Safety Plan (DSP). Charges for services provided after completion of the DSP will be disallowed.

d. Use of Self Help Groups

The use of self-help groups is permitted to supplement the individualized treatment plan services for clients served under this contract may not be a required element of an individualized treatment plan, nor may lack of participation be used as a basis for filing a noncompliance report with COUNTY's Centralized IDP Assessment Unit.

e. Program Improvement

PROVIDER shall conduct a minimum of one walk-through consistent with the Network for the Improvement of Addiction Treatment (NIATx) Process Improvement Guidelines. The goal of the walk-through is to see the program from the client's perspective. PROVIDER shall submit to the COUNTY a written report of the walk-through. At a minimum this report shall include a summary of areas that need improvement, the strengths demonstrated during the walk-through, and one identified process to be changed. This written report shall be submitted on or before October 15.

f. Tuberculosis Services

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

g. Program Certification

PROVIDER shall acquire and/or maintain required certification under State Community Substance Abuse Services Standards established by Administrative Rule DHS 75 for services provided under this contract.

TELLURIAN UCAN, INC.
Adult Residential Program
Program # 6944

2017 - SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Medically Monitored Community-Based Residential Facility (CBRF) (SPC 503.70)

A medically monitored treatment service operates as a 24-hour, community-based service providing observation, monitoring and treatment by a multidisciplinary team under supervision of a physician, with a minimum of 12 hours of counseling provided per week for each patient.

1. Service Location

Services are provided at 300 Femrite Drive, Madison.

2. Persons to Be Served

a. Target Population

Adults whose substance use has led to significant impairment in one or more areas of life functioning.

b. Eligibility

The COUNTY is the authorizing agent for placements with the PROVIDER. COUNTY-funded treatment available from the PROVIDER must be delivered to those whose clinical needs cannot be met by a lower level of care and for whom the COUNTY is the payer of last resort. Minimum criteria for admission includes the following:

- i. Adult (at least 18 years old); and
- ii. Resident of Dane County; and
- iii. Diagnosable Substance Use Disorder; and
- iv. Requires the level of care defined in this schedule as determined by an approved placement criteria instrument; and
- v. Not covered or eligible for coverage by any insurance plan with a benefit for a similar program; or
- vi. No other private resources to fund a similar program.

3. Federal and State Requirements

PROVIDER shall comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant.

B. Program Evaluation

1. Goals

The primary goals are to:

- a. To provide treatment-oriented services (counseling, medical support services and AOD information) designed to reduce/eliminate problematic drinking and increase the ability to make safe decisions.
- b. To improve personal, social vocational and behavioral functioning.

2. Performance Indicators

- a. The PROVIDER will demonstrate an increase in the number of employed or in school at date of last service compared to first service among all clients.
- b. Increase in number of all clients who have stable housing situation from date of first service to date of last service.
- c. Reduction in number of arrests in past 30 days from date of first service to date of last service among all clients.
- d. 65% of all clients discharged will have successfully completed treatment in accord with the following criteria:
 1. Clients will have stopped their usage of alcohol and or other drugs.
 2. Clients will have improved their level of functioning in at least two of the following areas;
 - (a) social and family relations;
 - (b) psychiatric/emotional;
 - (c) legal involvements;
 - (d) financial/vocational;
 - (e) health.
 3. Clients will have an established involvement with a self-help group or other support groups or systems.

C. Contract Requirements Specific to Program

1. Referrals/Application Process

PROVIDER will coordinate eligibility determination and assessment of applicants with the COUNTY. Referrals can come from a variety of sources.

The PROVIDER will schedule an initial intake appointment for any client who is currently active with another provider of Alcohol and Other Drug Abuse treatment which is also funded by the COUNTY and is referred by that provider. The PROVIDER must make every reasonable effort to schedule this intake appointment before the identified client is scheduled to complete services with the referring provider. This applies only to clients who are active in a program at a different level of care than the PROVIDER is delivering according to this agreement.

2. Capacity/Wait List

PROVIDER capacity is identified in the contract Program Summary Form. A waiting list may be required if the program's capacity has been exceeded. Any wait list shall be maintained by the COUNTY as needed. Priority for program admission shall be granted to individuals in the following order:

- a. pregnant women who are intravenous drug users.
- b. pregnant women,
- c. intravenous drug users,

- d. women with dependent children, and
- e. homeless persons with co-occurring disorders (substance use disorder and mental illness)
- f. individuals with a case active to the COUNTY and/or are institutionalized.

3. Service Methods

a. Service Definition

Treatment services with clients whose personal, social, behavioral, mental functioning has been impaired due to substance use. Services include but are not limited to: assessment/diagnosis; individualized treatment planning; counseling and psychotherapy; collaboration with case management; and medical support services.

b. Frequency of Contact

Clients shall receive a minimum of 12 hours of treatment per week, including individual and group counseling. Clients shall receive a minimum of one hour of individual counseling per week.

c. Nature of Contact

The majority of contact under this contract shall take place at the PROVIDER's facility and shall be face-to-face between staff from the PROVIDER and each client admitted to this program. The PROVIDER shall have some contact on behalf of admitted clients by telephone, email, fax, and mailed correspondence. The PROVIDER shall have contact with the client in the community, depending on the needs of the case.

d. Service Hours/Days

Services are provided 24 hours per day, seven days a week.

e. Length of Service

Length of stay is determined by medical necessity only. An individual client's length of stay must be authorized by the COUNTY. In the event an extension to the length of stay is requested, the PROVIDER shall make the request to the COUNTY on behalf of the client, at the earliest possible opportunity. The PROVIDER will clearly document why a client's current needs cannot be met in a lower level of care.

f. Service Area

Individuals from all of Dane County will be served.

4. Transportation

Transportation is not a covered service under this contract.

5. Service Termination

Services are terminated upon successful completion of the program, at the client's request, or by agency action as dictated by agency policy.

6. Clients to be Reported

All clients for whom a COUNTY client identification number has been assigned shall be reported.

7. Units of Service

One day represents one unit of service.

8. Other Features And Requirements

a. Medical Needs of Program Residents

Neither the PROVIDER nor the COUNTY has financial responsibility for any medical treatment that may be needed by a client during the course of residential treatment. However, PROVIDER shall facilitate arrangements for appropriate medical care.

b. Utilization Review

The PROVIDER shall cooperate with COUNTY Utilization Review procedures governing the admission and discharge of COUNTY-funded clients. Clients shall not be reported under this contract unless authorized by the COUNTY Utilization Review Coordinator.

c. Third Party Revenue

COUNTY and PROVIDER agree that all client fee revenues generated by the PROVIDER from sources may be utilized for the PROVIDER program. PROVIDER shall submit quarterly reports on all client revenues generated. Revenue generation shall periodically be reviewed by the COUNTY and PROVIDER for consideration of contract amending.

d. Program Improvement

PROVIDER shall conduct a minimum of one walk-through consistent with the Network for the Improvement of Addiction Treatment (NIATx) Process Improvement Guidelines. The goal of the walk-through is to see the program from the client's perspective. PROVIDER shall submit to the COUNTY a written report of the walk-through. At a minimum this report shall include a summary of areas that need improvement, the strengths demonstrated during the walk-through, and one identified process to be changed. This written report shall be submitted on or before October 15.

e. Tuberculosis Services

- i. The PROVIDER shall directly provide or routinely make available the following TB services to each individual receiving treatment for substance abuse:
 - (a) Counseling the individual with respect to TB.
 - (b) Testing to determine whether the individual has been infected with mycobacterium TB to determine the appropriate form of treatment for the individual.
 - (c) Providing for or referring the individuals infected by mycobacterium TB appropriate medical evaluation and treatment.
- ii. The PROVIDER shall implement the infection control procedures that are consistent with those established by the Wisconsin Department of Health Services to prevent the transmission of TB and that address the following:
 - (a) Screening individuals and identification of those who are at high risk of becoming infected.

- (b) Meeting all state reporting requirements while adhering to federal and state confidentiality requirements 45 CFR parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR part 2.
- (c) Case management activities to ensure that individuals receive such services.
- iii. The PROVIDER shall report all individuals with active TB as required by state law and in accordance with federal and state confidentiality requirements 45 CFR Parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR Part 2.

f. Program Certification

PROVIDER shall acquire and/or maintain required certification under State Community Substance Abuse Services Standards established by Administrative Rule Chapter DHS 75 for services provided under this contract.

TELLURIAN UCAN, INC.
Day Treatment – Synergy
Program #10739

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Day Treatment (SPC 704.10)

Day treatment means a medically monitored and structured nonresidential treatment service consisting of regularly scheduled sessions of various modalities such as counseling, case management, group or individual therapy, medical services and mental health services, as indicated, by interdisciplinary providers for at least 12 hours per week (three or more hours per day for four or more days per week).

1. Service Location

Services take place at the COUNTY-owned facility located at 2914 Industrial Drive, Madison.

2. Persons to be Served

a. Target Population

Adults whose alcohol and/or other drug abuse has led to major problems in two or more functional aspects - with the legal system, marital/familial relationships, personal health, and employment/employability.

b. Eligibility Guidelines

PROVIDER shall find eligible for admission to these programs any individuals who possess the following characteristics:

- i. Adult (at least 18 years old); and
- ii. Dane County resident; and
- iii. Diagnosable Substance Use Disorder; and
- iv. Not covered or eligible for coverage by any insurance plan with a benefit for a similar program; or
- v. No other private resources to fund a similar program.

3. Federal and State Requirements

PROVIDER shall comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant and the IV-Drug Enhancement Grant.

B. Program Evaluation

1. Goals

The primary goals are to:

- a. To provide treatment-oriented services (counseling, medical support services and AOD information) designed to reduce/eliminate problematic drinking and increase the ability to make safe decisions.
- b. To improve personal, social vocational and behavioral functioning.

2. Performance Indicators

- a. 70% of clients served by the PROVIDER will not require admission to the Detoxification (detox) facility during the 12 month period following admission to the PROVIDER's services.
- b. 30% of clients served by the PROVIDER who had detox admissions in the 12 preceding months will reduce their admissions to the detox program in the 12 months following discharge from the PROVIDER's program.
- c. 65% of all clients discharged will have successfully completed treatment in accord with the following criteria:
 - i. Clients will have stopped their usage of alcohol and or other drugs.
 - ii. Clients will have improved their level of functioning in at least two of the following areas;
 - (a) social and family relations;
 - (b) psychiatric/emotional;
 - (c) legal involvements;
 - (d) financial/vocational;
 - (e) health.
 - iii. Clients will have an established involvement with a self-help group or other support groups or systems.

C. Contract Requirements Specific to Program

1. Referral/Application Process

The PROVIDER shall make the determination on the appropriateness of residential treatment for clients referred. Referrals can come from a variety of sources.

2. Capacity/Waiting List

PROVIDER capacity is identified in the contract Program Summary Form. PROVIDER shall maintain a waiting list as needed and shall communicate this need with the COUNTY. Priority for program admission shall be granted to individuals in the following order:

- a. pregnant women who are intravenous drug users.
- b. pregnant women,
- c. intravenous drug users,
- d. women with dependent children, and
- e. homeless persons with co-occurring disorders (substance use disorder and mental illness)
- f. individuals with a case active to the COUNTY and/or are institutionalized.

3. Service Methods

a. Service Definition

Services to be provided include: collaboration with case management, individualized master case management/treatment plan development; and intake and ongoing assessment. Individual and group sessions address impulse control, stress management, rational decision making, use of leisure time, empathy, awareness of feelings, communication and personal growth groups; life management skill development, vocational assessments, job readiness and career planning.

b. Frequency of Contact

Each individual will have a minimum of twelve hours of counseling per week. Day treatment services are scheduled for four hours per day Tuesday through Friday.

c. Nature of Contact

The majority of contact under this contract will take place in the PROVIDER's office and will be face-to-face between staff from the PROVIDER and each client admitted to these programs. The PROVIDER may have some contact with and on behalf of admitted clients by telephone, email, fax, and mailed correspondence.

d. Service Hours/Days

Services are offered either in the morning hours or evening hours to accommodate the clients' work, education/training or job seeking activities.

e. Length of Service

The length of service is based on clinical need but shall not exceed four months.

f. Service Area

Individuals from all of Dane County will be served.

4. Transportation

Transportation is not a covered service under this contract.

5. Service Termination

Services are terminated upon successful completion of the program, at the participant's request, or by agency action as dictated by agency policy..

6. Clients to be Reported

Reporting is required for all persons admitted to the program, for whom a County client identification number is assigned, and for which statistical and financial information is submitted on a monthly basis.

PROVIDER agrees to provide or contribute to state-required reports, including the statistical information for all IV Drug Abusers specified in the Wisconsin AODA Primary Treatment Registry Format.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Program Improvement

PROVIDER shall conduct a minimum of one walk-through consistent with the Network for the Improvement of Addiction Treatment (NIATx) Process Improvement Guidelines. The goal of the walk-through is to see the program from the client's perspective. PROVIDER shall submit to the COUNTY a written report of the walk-through. At a minimum this report shall include a summary of areas that need improvement, the strengths demonstrated during the walk-through, and one identified process to be changed. This written report shall be submitted on or before October 15.

b. Adult Protective Services

PROVIDER understands that the system of care for its consumers that 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.

- i. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
 - (a) 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.
 - (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) The PROVIDER, when requested, shall submit on a timely basis a complete, clear and signed Watts Annual Review Form.
 - (f) The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.

- (g) Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
- (h) When requested, PROVIDER shall provide testimony in court hearings.
- (i) 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.
- ii. 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.
- iii. PROVIDER is responsible for meeting 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 will 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.

c. Tuberculosis Services

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

d. Funding Restrictions

Contract funds shall not be used to purchase inpatient hospital services, purchase and distribute sterile needles or HIV testing.

e. Program Certification

PROVIDER shall maintain required certification under State Community substance Abuse Services Standards established by Administrative Rule DHS 75 for services provided under this contract.

**LEASE
FOR PREMISES LOCATED AT
2914 INDUSTRIAL DRIVE, MADISON, WISCONSIN (“PREMISES”)**

THIS LEASE, made and entered into by and between Tellurian UCAN, Inc. (hereafter referred to as “LESSEE”) and the County of Dane (hereafter referred to as “LESSOR”),

W I T N E S S E T H:

WHEREAS LESSOR is the owner of certain premises including a building, parking improvements, and vacant land more fully depicted in the attached Exhibit “A” and desires to lease said premises; and

WHEREAS LESSEE desires to lease said premises from LESSOR;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants hereafter set forth, LESSOR and LESSEE do agree as follows:

Section 1. DEMISED PREMISES. LESSOR, for and in consideration of mutual benefits accruing to both LESSOR and LESSEE and the conditions, provisions, reservations and stipulations hereinafter set forth, does hereby demise, lease and let unto LESSEE all of the land and improvements located at 2914 Industrial Drive in the City of Madison, Wisconsin, said premises being more fully depicted on the attached Exhibit “A”, incorporated herein by reference, and hereinafter referred to as “the PREMISES”.

Section 2. PARKING AREA. All of the parking and ingress and egress improvements are included as part of the PREMISES.

Section 3. LEASE TERM. The initial term of this Lease shall be for a period of one year, commencing on January 1, 2017 and ending as of midnight December 31, 2017, unless sooner terminated as provided herein. The lease term shall run concurrently with and may not exist separately from the corresponding Purchase of Service Agreement for treatment services.

Section 4. EXCLUSIVE USE; PURPOSE. During said term LESSEE shall be entitled to the exclusive use of the PREMISES for the purpose of operating and conducting the business of providing detoxification services for alcohol and other drug abusers and associated functions under contract to LESSOR or any other lawful use with the consent of LESSOR, such consent not to be unreasonably withheld.

Section 5. RENT; OTHER CONSIDERATION. Consideration for the initial term of this Lease is the mutual benefit of having LESSEE provide contracted services to LESSOR in a facility owned by LESSOR. (LESSEE is operating LESSOR'S detoxification program under a separate Purchase of Service Agreement and LESSOR is providing the Premises as part of the mutual benefits accruing to each party within the structure of the separate Purchase of Services Agreement.)

Section 6. UTILITIES. LESSEE agrees to pay or cause to be paid all charges for gas, water (including user charges imposed by any law, ordinance or regulation for the treatment and disposal of sewage, industrial wastes and other wastes in connection with LESSEE'S use of the PREMISES), electricity, light, heat or power, telephone or other communication service used, rendered or supplied on or in connection with the PREMISES throughout the term of this Lease including any extensions or renewals hereof.

Section 7. RIGHTS RESERVED TO LESSOR. LESSOR shall have the following rights, exercisable at reasonable times during business hours (except in the case of emergency), but without notice and without liability to LESSEE for damage or injury to property, person, or business and without effecting an eviction or disturbance of LESSEE'S use or possession or giving rise to any monetary claim:

- (1) To install and maintain a sign or signs on the exterior of the PREMISES;
- (2) To enter upon the PREMISES or any part thereof for the purposes of decorating, remodeling, altering, repairing or otherwise preparing the PREMISES for reoccupancy, if LESSEE vacates or abandons the PREMISES;
- (3) To exhibit the PREMISES to others and to display "For Rent" or "For Sale" signs on the PREMISES during the last six months of the Lease term (or any renewal term);
- (4) To enter upon the PREMISES or any part thereof, at any time, for the purposes of inspecting, making any repairs, alterations, additions and improvements, structural or otherwise, in or to the PREMISES, and to perform any acts related to the safety, protection, or preservation thereof, and during such operations to take into and through the PREMISES all material and equipment required for such operations, provided that LESSOR shall cause as little inconvenience or annoyance to LESSEE as is reasonably necessary in the circumstances.

Section 8. CONDITION OF PREMISES. LESSEE has examined the PREMISES and accepts them in their present condition, and will at all times keep the PREMISES in a neat, clean, safe and sanitary condition including the care, cleaning and maintenance with respect to the floor and window coverings within the PREMISES. Objections or exceptions to present conditions may be submitted in writing to LESSOR at the commencement of Lease.

Section 9. LEASEHOLD IMPROVEMENTS BY LESSEE. With LESSOR'S prior written consent and subject to such reasonable regulations as LESSOR shall impose, LESSEE, its employees and contractors may perform, in a professional, workman-like manner, leasehold improvement work at LESSEE'S sole risk, responsibility and cost. LESSEE shall, prior to commencing any such work and before any equipment or materials needed for the performance thereof are brought onto the PREMISES, furnish to LESSOR such instruments as LESSOR may request in order to protect LESSOR'S interest therein, including, but not limited to certificates of insurance from any contractors engaged by LESSEE, waivers of lien for all materials and labor used in performing such work, copies of contracts, plans, specifications, and necessary permits. All such materials and work shall meet or exceed the present quality of the PREMISES.

The work and materials shall comply in every respect with requirements of all rules, regulations, and codes of governmental bodies and agencies thereof having jurisdiction over the PREMISES and with the terms and conditions of all insurance coverage applicable thereto.

Section 10. LESSEE IMPROVEMENTS; CONTRACTORS. The work necessary to make such alterations, improvements or additions to the PREMISES shall be done at LESSEE'S expense by employees of, or contractors hired by LESSEE with LESSOR'S prior written consent, which written consent shall not be unreasonably withheld or delayed. LESSEE shall promptly pay to LESSOR or to LESSEE'S contractors, as the case may be, when due, the cost of all such work. In the event that LESSOR has consented to LESSEE'S hiring of contractors, upon completing any alterations, improvements or additions, LESSEE shall furnish LESSOR with contractor's and subcontractor's affidavits and full and final waivers of lien and receipted bills covering all labor and materials expended and used therein or therefore, all in form and substance satisfactory to LESSOR.

Section 11. LESSEE IMPROVEMENTS; COMPLIANCE WITH ORDINANCES. All alterations and additions shall comply with all insurance requirements applicable to the PREMISES, and with all ordinances, statutes and regulations of all governmental bodies, departments or agencies having jurisdiction over the PREMISES. LESSEE shall permit LESSOR to supervise construction operations in connection with alterations or additions, if LESSOR requests to do so, but LESSOR shall have no duty to so supervise.

Section 12. LESSEE IMPROVEMENTS; LESSEE RESPONSIBLE. LESSEE shall be responsible for all costs and expenses of every kind and description that may arise out of or be connected in any way with such alterations, improvements or additions. LESSEE shall furnish LESSOR with standard certificates of insurance from all contractors performing labor or furnishing materials in connection with such alterations and additions, insuring against any and all liabilities that may arise out of or be connected in any way with such alterations or additions.

Section 13. RETURN OF PREMISES. At the termination of this Lease by lapse of time or otherwise, all installations, additions, hardware, non-trade fixtures and improvements, temporary or permanent, in or upon the PREMISES, (except movable furniture, equipment and trade fixtures belonging to LESSEE) whether placed there by LESSEE or LESSOR, shall be LESSOR'S property and shall remain upon the PREMISES, all without compensation, allowance or credit to LESSEE, provided, however, that if prior to such termination or within ten (10) days thereafter LESSOR so directs by notice to LESSEE, LESSEE shall promptly, at LESSEE'S cost, remove the installations, additions, hardware, non-trade fixtures and improvements placed in or upon the PREMISES by LESSEE and designated in the notice and shall repair any damage caused by such removal, failing which LESSOR may remove the same and LESSEE shall, upon demand, pay to LESSOR the cost of such removal and of any necessary restoration of the PREMISES. All trade fixtures, installations and personal property belonging to LESSEE and not removed from the PREMISES upon termination of this Lease and not required by

LESSOR to have been removed as provided herein shall be conclusively presumed to have been abandoned by LESSEE and title thereto shall pass to LESSOR under this Lease as by bill of sale.

Section 14. RULES; GENERAL PROVISIONS. LESSEE shall comply with all laws, statutes, ordinances, rules and regulations of any governmental agency having authority or jurisdiction over the PREMISES. Violation of any provision of this Section shall constitute grounds for termination of this Lease by LESSOR as provided in the Purchase of Services Agreement Section B, term XXIII.

Section 15. RULES; LESSEE TO OBSERVE LESSOR'S RULES AND REGULATIONS. LESSEE shall observe and comply with LESSOR'S rules and regulations pertaining to the PREMISES. LESSEE agrees such rules and regulations may be rescinded, amended, or added to by LESSOR for the proper use and welfare of all tenants and patrons of the building. Any violation of such rules and regulations which continues or is not remedied within thirty (30) days after receipt of notice thereof from LESSOR shall constitute a default entitling LESSOR to re-enter the PREMISES and remove LESSEE and to use any other remedies available to LESSOR.

Section 16. RULES; SPECIFIC PROVISIONS. LESSEE agrees to observe the following covenants and to comply with all reasonable rules and regulations that LESSOR may hereafter from time to time make for the PREMISES, including, without limitation, the following:

- (1) LESSEE shall not make or permit to be made any use of the PREMISES which, directly or indirectly, is forbidden by public law, ordinance or governmental regulation;
- (2) LESSEE shall not display, inscribe, paint, print, maintain or affix on any place in or about the PREMISES any sign, notice, legend, direction, figure or advertisement, without first obtaining the approval and written consent of LESSOR, which written consent shall not be unreasonably withheld or delayed; and
- (3) LESSEE shall not obstruct or use for storage or for any purpose other than ingress and egress, the driveways, parking areas and other areas adjoining the building or the entrances of said building.
- (4) In the event LESSEE violates or fails to observe or comply with any of the foregoing rules or any other or additional rules from time to time adopted by LESSOR, LESSOR shall be entitled to exercise any of the rights and remedies provided for in Sections 15 and 18 of this Lease.

Section 17. LESSEE'S OBLIGATIONS. LESSEE agrees to operate the facility under contract to LESSOR as provided in Sections 4 and 5 of this Lease during the term of this Lease, and at the expiration thereof, or earlier termination of this Lease for any cause, to deliver up the PREMISES to LESSOR peacefully and quietly in the condition called for by the terms of this Lease, normal wear and tear excepted. LESSEE further agrees that it will not cause any waste to be committed upon the PREMISES; that it will use the same for the above-named purpose only; that it will observe special care and caution to preserve the PREMISES from damage or injury by fire or otherwise; that it will conduct

its business or activities on the PREMISES so as to keep the premiums of any insurance on any policy covering the PREMISES at the lowest reasonable rate considering LESSEE'S use of the PREMISES; that it will observe and comply with, at its own cost and expense, such rules and regulations as may be required by the fire insurance company or companies that may insure the PREMISES; and that it will observe and comply with at its own cost and expense, all ordinances or laws, rules and regulations of the City of Madison and the State of Wisconsin, and any agency thereof, in connection with conducting its business or activities thereon.

Section 18. LESSOR'S RIGHT AND REMEDIES IN THE EVENT OF DEFAULT BY LESSEE OR TERMINATION AS PROVIDED IN PURCHASE OF SERVICE AGREEMENT. This lease may be terminated by either party at the time that the corresponding Purchase of Service Agreement is terminated by exercising the authority provided in Section B, term XXIII. of the Purchase of Service Agreement. In addition if LESSEE defaults in the prompt and full performance of any provision of this Lease and LESSEE does not cure the default upon reasonable demand or if LESSEE abandons the Premises, then and in any such event LESSOR may, if LESSOR so elects but not otherwise, with or without notice of such election and with or without any demand whatsoever, either forthwith terminate this Lease and LESSEE'S right to possession of the Premises or, without terminating this Lease, forthwith terminate LESSEE'S right to possession of the Premises.

Section 19. EFFECT OF TERMINATION OF LEASE ON LESSEE'S RIGHT OF POSSESSION. Upon termination of this Lease, whether by lapse of time or otherwise, or upon any termination of LESSEE'S right to possession without termination of this Lease, LESSEE shall surrender possession and vacate the Premises immediately, and deliver possession thereof to LESSOR. LESSEE hereby grants to LESSOR full and free license to enter into and upon the Premises in such event, with or without process of law, and to repossess LESSOR of the Premises as of LESSOR'S former estate and to expel or remove LESSEE and any others who may be occupying or within the Premises and to remove any and all property therefrom, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry or detainer or conversion of property and without relinquishing LESSOR'S rights to any charges due LESSOR, if any, or any other right given to LESSOR hereunder or by operation of law. LESSEE expressly waives the service of any demand for the payment of any charges hereunder or for possession and the service of any notice of LESSOR'S election to terminate this Lease or to re-enter the Premises, including any and every form of demand and notice prescribed by any statute or other law, and agrees that the simple breach of any covenant or provision of this Lease by LESSEE shall, of itself, without the service of any notice or demand whatsoever, constitute a willful holding over by LESSEE of the Premises within the meaning of the statutes and laws of the State of Wisconsin.

Section 20. DAMAGE OR DESTRUCTION OF PREMISES. If fire or other casualty wholly destroy the said Premises this Lease shall immediately terminate. In case of partial destruction or damage so as to render the Premises untenable for a period of more than one-hundred twenty (120) days, either party may terminate this Lease by

giving written notice to the other within fifteen (15) days thereafter. If the damage is so extensive as to render the Premises untenantable but capable of being repaired in one-hundred twenty (120) days, neither party shall have the right to terminate this lease and the same shall be repaired by LESSOR at its own cost and expense. Notwithstanding the foregoing, if within one-hundred eighty (180) days after the time of the damage or destruction the Premises have not been repaired or reconstructed for LESSEE'S use, or other reasonable facilities provided, LESSEE may give LESSOR written notice of its intention to cancel this agreement in its entirety as of the date of such damage or destruction. Notwithstanding the foregoing, in the event LESSOR completes the repairs or reconstruction of the Premises within thirty (30) days after LESSEE'S notice of its intent to terminate the Lease pursuant to the foregoing sentence, LESSEE'S notice shall be deemed revoked and this Lease shall remain in full force and effect. In addition, notwithstanding the foregoing, in the event the damage to the Premises or Building due to a fire or other casualty is so extensive as to render the Premises untenantable and the same are not capable of being repaired within one-hundred twenty (120) days of the date of such damage, then LESSEE shall have the right to terminate this Lease by notice to LESSOR within forty-five (45) days after the date of such damage, and notwithstanding any decision by LESSEE for any reason not to exercise its right to terminate as provided in this Section, LESSOR shall have the right, at its option, to terminate the Lease by notice to LESSEE within sixty (60) days after the date of such damage, if LESSOR decides it will not rebuild the Premises or lacks sufficient insurance proceeds to complete the same. The term "the Premises" as used herein means the building structure only and bears or implies no reference to contents.

Section 21. LESSEE'S DEFAULT; REMOVAL COSTS. Any and all property which may be removed from the Premises by LESSOR pursuant to the authority of the Lease or of law, to which LESSEE is or may be entitled, may be handled, removed or stored in a commercial warehouse or otherwise by LESSOR at LESSEE'S risk, cost and expense and LESSOR shall in no event be responsible for the value, preservation or safekeeping thereof. LESSEE shall pay to LESSOR, upon demand, any and all expenses incurred in such removal and all storage charges against such property so long as the same shall be in LESSOR'S possession or under LESSOR'S control. Any such property of LESSEE not removed from the Premises or retaken from storage by LESSEE within thirty (30) days after the end of the term shall be conclusively presumed to have been abandoned by LESSEE.

Section 22. LESSEE'S DEFAULT; EQUITABLE RELIEF. If LESSEE violates any of the terms and provision of this Lease or defaults in any of its obligations hereunder, other than the payment of any charges payable hereunder, such violation may be restrained or such obligation enforced by injunction or other equitable action.

Section 23. DEFAULT; NO WAIVER OF RIGHTS. No waiver by either party of any default of the other party shall be implied to affect, and no express waiver shall affect, any default other than the default specified in such waiver and that only for the time and to the extent therein stated. No receipt of money by LESSOR from LESSEE, and no payment of money by LESSEE to LESSOR, after the termination of this Lease, the

service of any notice, the commencement of any suit or final judgment for possession shall reinstate, continue or extend the term of this Lease or affect any such notice, demand, suit or judgment.

Section 24. DEFAULT; RIGHT TO CURE DEFAULT. If at any time LESSEE fails to perform any act on its part to be made or performed under this Lease, LESSOR may, but shall not be obligated to, after the reasonable notice or demand required and without waiving or releasing LESSEE from any obligation under this Lease, perform such act to the extent the LESSEE may deem desirable and in connection therewith pay expenses and recover such expenses from LESSEE.

Section 25. LESSOR'S TITLE. LESSOR'S title is and always shall be paramount to the title of LESSEE. Nothing herein contained shall empower LESSEE to do any act that can, shall or may encumber the title of LESSOR.

Section 26. SUBLETS AND ASSIGNMENTS. There shall be no sublet or assignment of this Lease without the prior written consent of LESSOR.

Section 27. REPAIRS & MAINTENANCE; LESSOR'S OBLIGATIONS. LESSOR shall, at LESSOR'S sole cost and expense, maintain in good order, repair and condition:

- (1) The roof (not including any heating or cooling or ventilating units mounted on the roof), exterior walls and foundation of the Building of which the Premises is now a part ("Building"), utility laterals to the Building, replacement of major mechanical systems, including plumbing and fire sprinkler systems within the Building (other than such of the preceding items which are the responsibility of LESSEE as set forth in Section 28, and other than changes or modifications to the sprinkler system required after the commencement date of the first Lease Year, if required by reason of LESSEE'S occupancy of the Premises or changes in legal requirements, all of which changes or modifications shall be the responsibility of LESSEE);
- (2) Periodic maintenance and testing of the fire sprinkler system;
- (3) Parking lot striping and lighting systems, paved parking areas and walkways located on the land, but not including cleaning or snow or ice removal;
- (4) Those portions of the water, plumbing, sewer and electrical systems of the Building that are not located within the Premises or otherwise in the possession or control of LESSEE; and
- (5) The landscaping located on the Land; provided, however, that LESSOR'S obligation herein shall not extend to any damage or disrepair caused by LESSEE'S neglect or fault, which damage or disrepair shall be repaired by LESSOR and charged to LESSEE.

ATTACHED EXHIBIT "B" ITEMIZES LESSOR AND LESSEE OBLIGATIONS.

LESSOR shall not be required to commence any repairs until a reasonable time after written notice from LESSEE that the same are necessary. The provisions of this Section shall not apply in the event of damage or destruction by fire or other casualty or a taking by condemnation by any competent authority, in which events the obligation of LESSOR shall be controlled as hereinafter otherwise provided in this Lease. Except as provided in this Section, LESSOR shall not be obligated to make repairs, replacements, or improvements of any kind upon the Premises whether such repairs, replacements, or improvements to the Premises are interior or exterior, structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, all of which repairs, replacements, or improvements shall be the responsibility of LESSEE as provided in this Lease.

Section 28. REPAIRS & MAINTENANCE; LESSEE'S OBLIGATIONS. Except as provided in Section 27 above, LESSEE agrees, at its sole cost and expense at all times during the term of this Lease and such further time as LESSEE occupies the Premises or any part thereof:

- (1) To apply and perform routine maintenance in order to maintain in good order, repair and condition the entire Premises, including but not limited to, the heating, cooling and ventilating equipment and the water, plumbing, sewer and electrical systems, but only to the extent provided in Section 27 above, located within the Premises or otherwise in the possession or control of the LESSEE and to keep the Premises clean, neat and safe, and in good order, repair and condition including, but not limited to, all necessary painting and decorating and the replacement of glass, wall material, or fixtures, which may be damaged or broken, with material of the same quality;
- (2) To store all trash and garbage within the Premises and arrange for the regular pickup of such trash and garbage at LESSEE'S expense and to attend to the daily disposal thereof in the place and manner designed by LESSOR; and not to burn any trash or garbage at any time in or about the building;
- (3) To make all repairs, alterations, additions or replacements to the Premises required by any law or ordinance or any order or regulation of any public authority, or fire underwriters or underwriters' fire prevention engineers relating to the use of the Premises by LESSEE; to keep the Premises equipped with all safety appliances required because of LESSEE'S use; and to procure any licenses and permits required and otherwise comply with the orders and regulations of all governmental authorities relating to the use of the Premises by LESSEE;
- (4) To provide LESSOR; at such time or times as LESSOR may require, with copies of all inspection and service reports, invoices and other records together with any other information LESSOR may request relating to the inspection, maintenance, repair and condition of the heating, cooling and ventilating equipment servicing the premises; and;

(5) When used in this Section the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by the LESSEE, to the extent feasible, shall be of equal quality in workmanship, parts and materials as the original work.

Section 29. LIABILITY; INDEMNIFICATION. With respect to the maintenance of the premises only each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. It is not the intent of the parties to impose liability beyond that imposed by state statute. With regard to all programs and services provided by LESSEE, the provisions of the Purchase of Service Agreement regarding liability and indemnification shall control.

Section 30. LESSOR'S INSURANCE OBLIGATION. LESSOR agrees to procure and maintain, during the term of this Lease, fire and casualty insurance on the Building containing the Premises as well as public liability insurance.

Section 31. LESSOR'S INSURANCE PROCEEDS. The proceeds of all insurance carried by LESSOR shall be and remain the property of LESSOR and LESSEE shall not have any right or claim thereto.

Section 32. INSURANCE REQUIRED. LESSEE shall insure or otherwise protect itself against losses by fire, theft, or other cause to any personal property of the LESSEE, its agents, employees or officers, which is located on the Premises.

Section 33. NONDISCRIMINATION. During the term of this Lease, LESSOR and LESSEE agree, not to discriminate against any person, whether a customer, an employee or an applicant for employment, or otherwise, on the basis of race, ethnicity, religion, color, gender, disability, national origin, ancestry, age, cultural differences, sexual orientation, marital status, 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, any other form of compensation, contracting, or level of service(s). 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.

Section 34. CIVIL RIGHTS COMPLIANCE.

A. If LESSEE has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, LESSEE shall submit to LESSOR 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.

LESSEE shall also file an Affirmative Action (AA) Plan with LESSOR in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. LESSEE 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 LESSOR. 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 LESSOR 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 LESSEE 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 LESSEE'S Plan is sufficient.

- B. LESSEE agrees to comply with LESSOR'S civil rights compliance policies and procedures. LESSEE agrees to comply with civil rights monitoring reviews performed by LESSOR, including the examination of records and relevant files maintained by the LESSEE. LESSEE agrees to furnish all information and reports required by LESSOR as they relate to affirmative action and non-discrimination. The LESSEE further agrees to cooperate with LESSOR in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. LESSEE shall post the Equal Opportunity Policy, the name of the LESSEE'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 LESSOR'S policies and procedures and made available in languages and formats understandable to applicants, clients and employees. LESSEE 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. LESSEE shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance officer when such announcements are issued.

Section 35. EQUAL OPPORTUNITY REQUIRED. LESSOR and LESSEE shall in all solicitations for employment placed on either LESSOR'S or LESSEE'S behalf state that LESSOR or LESSEE is an "Equal Opportunity Employer".

Section 36. AFFIRMATIVE ACTION.

- A. If LESSEE has twenty (20) or more employees and receives \$20,000 in annual contracts with LESSOR, LESSEE 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 LESSOR.
- B. LESSEE shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to LESSOR'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. LESSEE agrees to furnish all information and reports required by LESSOR'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.

Section 37. AMERICANS WITH DISABILITIES ACT COMPLIANCE; BILINGUAL SERVICES.

- A. LESSEE 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. LESSEE 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. LESSEE 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, LESSEE agrees to offer "programmatically accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).

Section 38. RECORDS. LESSOR agrees to furnish all information and reports required by the LESSEE as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with the provisions of this agreement.

Section 39. SIGNS NOT PERMITTED. Except in designated areas, LESSEE shall erect no permanent signs of any kind upon the Premises without the prior written consent of LESSOR.

Section 40. NO WAIVER. No failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall operate as a waiver thereof nor avoid or affect the right of the party to enforce the same upon a subsequent default or breach.

Section 41. REMEDIES CUMULATIVE. The rights and remedies herein granted are cumulative and are in addition to any given by any statute, rule of law, or otherwise, and the use of one remedy shall not be taken to exclude or waive the right to use another.

Section 42. PARTIAL INVALIDITY. The terms and provisions of this Lease shall be deemed separable, and if any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 43. CAPTIONS. The captions of paragraphs appearing in this Lease are inserted only as a matter of convenience and in no way define or limit the scope or intent of such paragraphs of this Lease, nor in any way affect this Lease.

Section 44. DAMAGE LEAVING TENANTABLE PREMISES. If the space assigned to the LESSEE is partially damaged by fire or other casualty, but not rendered untenable, LESSOR shall repair the Premises at its own cost and expense.

Section 45. LESSOR'S COVENANT OF PEACEFUL ENJOYMENT. LESSOR covenants and agrees with LESSEE that upon LESSEE performing the covenants and agreements herein contained on its part, LESSEE shall at all times during said term peaceably and quietly have, hold and enjoy the Premises.

Section 46. TERMINATION BY LESSEE. Notwithstanding any language herein to the contrary, LESSEE or LESSOR may terminate this Lease, and all of its obligations thereunder in the event the Dane County Board of Supervisors, at any time during the term of this Lease, authorizes the closing of this office or fails to appropriate sufficient funds to LESSEE to continue to support its obligations under this Lease.

Section 47. NOTICES. If at any time it shall become necessary or desirable for LESSOR to give or serve any notice, demand or communication upon LESSEE or for LESSEE to give or serve the same upon LESSOR, such notice or demand or communication shall be in writing and shall be served personally, or shall be served or given by certified or registered mail addressed to the addresses set forth below. If mailed as aforesaid, such notice, demand or communication shall be deemed to have been served or delivered when deposited in the United States mail, addressed as aforesaid, with postage property prepaid. Notices to LESSOR shall be sent to the Dane County Real Estate Officer, Room 234 One Fen Oak Court, Madison, WI 53718 or such other official or address as LESSOR may from time to time designate in writing. Notices to LESSEE

shall be sent to Tellurian UCAN Inc., 300 Femrite Drive, Madison, WI 53716, or to such other address or addressee as LESSEE may from time to time designate in writing.

Section 48. ENTIRE AGREEMENT. This Lease, including the Exhibits attached hereto, sets forth all the covenants, promises, agreements, conditions and understandings between LESSOR and LESSEE concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent amendment, change or addition to or of this Lease shall be binding upon LESSOR or LESSEE unless the same is reduced to writing and signed by the parties.

SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned, by its duly elected officers has duly executed, acknowledged, and delivered this instrument as its true act and deed.

TELLURIAN UCAN, LLC


_____ 11/11/2016

COUNTY OF DANE

Joe Parisi, County Executive

Scott McDonell, County Clerk

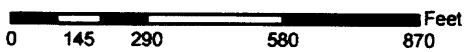
EXHIBIT B




Lessee/Lessor Building Responsibilities

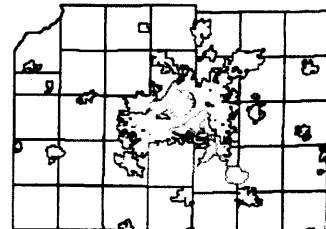
Item	Lessee DETOX	Lessor FM
Equipment		
Freezer/Fridge	X	
Garbage Disposal	X	
Ice Machine	X	
Sanitizer	X	
Stove	X	
Furnace Filters	X	
HVAC		
Tune-ups yrly	X	
Lights		
Interior (bulbs)	X	
Exterior		X
Exit Signs	X	
Maintenance		
Easy/Light	X	
Floor	X	
Mowing	X	
Firs Sprnk install & testing		X
Fire Sprnk modifications		X
Snow Shovel Walks	X	
Salt Walks	X	
Interior doors	X	
Interior door handles, locks, and keys		X
Paint		
Yrly Eval/Pnt as necessary	X	
Plumbing		
Plugged Toilet	X	
Water Fountain	X	
Hot Water Htr	X	
To the Street		X
Soft Water	X	
Roof		X
Shower Curtains	X	
Solid Waste		
Recycling	X	
Trash	X	
Utilities	X	
Window Coverings		
Film inside/Blinds	X	
Film outside		X

EXHIBIT A

Detox Center 2914 Industrial Drive



-  Dane County Detox Center
-  Tax Parcels
-  US Highway
-  Local Road



Section 30, T7N, R10E, City of Madison

Data Sources:

Recreation Parks, School & Community Forests,
 Historical/Cultural Sites and Natural Resource Areas
 Boundaries: (DCLWRD July 2006)
 County & State Bike/Pedestrian Trail: MAMPO (1/2006)
 Ice Age National Scenic Trail Corridor: Ice Area Park & Trail Foundation (2000)
 Existing Ice Age National Scenic Trail: Ice Age Park & Trail Foundation (2006)
 State/Federal lands: Dane County Parcels (June 2006)
 Grassland/Prairie Management Areas: WDNR (1994)
 Environmental Corridor: DCRPC (7/2006)
 Urban Service Area: DCRPC (2000)
 Railroad: DCRPC (2000)
 Hydrography: Orthophoto-derived (2005)
 Town Boundary: Dane County (1/2006)



Map Created August 25, 2010 by the Dane County Land Acquisition Division

H:\LandAcquisition\AcquisitionProjects\Madison\Detox\DetoxMapExhibit.mxd

71

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

WISCONSIN MEDICAID COST REPORTING (WIMCR)
ADDENDUM

This Addendum sets forth the following reporting requirement for all programs where PROVIDER provides one or more of the following Medicaid services:

- A. Case Management (CM)
- B. Community Support Program (CSP)
- C. Crisis Intervention – Hourly (CI)
- D. Outpatient Mental Health and Substance Abuse in the Home or Community (OPMHSA)
- E. Personal Care (PC)

PROVIDER agrees to submit monthly, in the format requested by COUNTY, direct employee names, job titles, credentials, costs and hours. This report is due by the 30th of each month following the month of service.

October 2016

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum amends and is hereby incorporated into the existing Purchase of Service Agreement No. **83715** (“Agreement”), entered into by and between the County of Dane (hereinafter referred to as “COUNTY”) and **Tellurian, Inc. fka Tellurian U.C.A.N. Inc.** (hereinafter “PROVIDER”).

COUNTY and PROVIDER mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (“HITECH”), and HIPAA’s implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations (“Security and Privacy Rules”), as amended, dealing with the security, confidentiality, integrity and availability of Protected Health Information as well as breach notification requirements. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

This Addendum is specific to those services and programs included in the Agreement in which PROVIDER may create, access, receive, maintain or transmit Protected Health Information on behalf of COUNTY and where it has been concluded that PROVIDER is performing specific functions on behalf of COUNTY that have been determined to be covered under the HIPAA Security and Privacy Rules. PROVIDER's activities within the Agreement may include, but are not limited to the following: (i) claims processing or administration, (ii) data analysis, processing or administration, (iii) utilization review, (iv) quality assurance, (v), billing, (vi) benefit management, (vii) practice management, (viii) other management or administrative functions, including legal, actuarial, accounting, consulting, or data management functions, or (ix) where PROVIDER is a health provider not otherwise subject to the Security and Privacy Rules, including other health service functions. PROVIDER is responsible for securely maintaining Protected Health Information on behalf of COUNTY, and for complying with the HIPAA Security and Privacy Rules, including, but not limited to breach notification rules, to the same extent as COUNTY.

1. Definitions:

- a. Protected Health Information (PHI) means any information, unless excluded from protection under the Security and Privacy Rules, whether oral or recorded in any form or medium, including Electronic Health Records, that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information.
- b. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Security and Privacy Rules as a personal representative of the Individual.
- c. Breach means the unauthorized acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under the Privacy Rule that creates a significant risk of financial, reputational or other harm to the Individual.

- d. Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable or indecipherable through the use of technology or methodology specified by the U.S. Secretary of Health and Human Services (“Secretary”) that compromises the security or privacy of the PHI. Unsecured PHI is presumed to be compromised unless following a risk assessment that fairly considers the nature and extent of the breach and potential injury to affected Individuals, it is determined that the PHI has not been compromised.
 - e. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.
 - f. Capitalized terms used in this Addendum, but not otherwise defined, shall have the same meaning as those terms in the Security and Privacy Rules, as amended.
2. Prohibition on Unauthorized Use or Disclosure of PHI: PROVIDER shall not access, transmit, maintain, retain, modify, record, store, destroy, hold, use or disclose any PHI received from or on behalf of COUNTY except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by COUNTY.
3. Use and Disclosure of Protected Health Information: PROVIDER may create, use or disclose PHI only for the following purposes:
- a. For the proper management and administration of the functions and activities related to the provision of healthcare services specified within the Purchase of Services Agreement.
 - b. For meeting its obligations as set forth in any agreements between the parties evidencing their business relationship.
 - c. As would be permitted by the Security and Privacy Rules if such use or disclosure were made by COUNTY or as required by applicable law, rule or regulation.
 - d. For Data Aggregation purposes for the Health Care Operations of COUNTY.
 - e. For use in PROVIDER's operations as outlined in paragraph 4. below.
- Disclosures of PHI shall, to the extent practicable, be limited to the applicable limited data set and to the minimum necessary information to accomplish the intended purpose of the use, disclosure or request.
4. Use of PHI for PROVIDER’s Operations: PROVIDER may use and/or disclose PHI it creates for, or receives from, COUNTY to the extent necessary for PROVIDER’s proper management and administration, or to carry out PROVIDER’s legal responsibilities, only if:
- a. The disclosure is required by law, and only to the extent required by law.
 - b. PROVIDER obtains reasonable assurances, evidenced by written contract, from any person or organization to which PROVIDER shall disclose such PHI that such person or organization shall:
 - (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which PROVIDER disclosed it to the person or organization, or as required by law; and
 - (ii) Agree to the same restrictions and conditions as imposed on PROVIDER by this Addendum.

- (iii) Notify PROVIDER, who shall in turn promptly notify COUNTY, of any Security Incident or Breach of PHI.
 - c. PROVIDER keeps COUNTY informed of the identities of all such persons or organizations having access to PHI created, received, maintained or transmitted on behalf of COUNTY.
- 5. Notice of Privacy Practices: For the purpose of PHI created or maintained for COUNTY covered by this Agreement, PROVIDER will not maintain Notice of Privacy Practices providing less protection than stated in COUNTY's Notice of Privacy Practices.
- 6. Safeguarding of PHI: PROVIDER shall develop, implement, maintain, use and regularly review appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, including electronic storage and transmission, received from, created, received, maintained or transmitted by PROVIDER on behalf of COUNTY. PROVIDER will maintain policies and procedures to protect against the identity theft of client/consumer information. PROVIDER shall document, periodically review and keep these security measures current, consistent with the Security and Privacy Rules. PROVIDER shall cooperate and respond in good faith to any reasonable request from COUNTY to discuss and review PROVIDER's safeguards.
- 7. Subcontractors and Agents. If PROVIDER provides any PHI received from, created or maintained on behalf of COUNTY to a subcontractor or agent, PROVIDER shall require in writing the same safeguards and restrictions no less stringent than required by this Addendum. PROVIDER will also inform such subcontractors and agents that they are subject to the Security and Privacy Rules by virtue of this Addendum.
- 6. Compliance with Electronic Transactions and Code Set Standards: If PROVIDER conducts any Standard Transaction for, or on behalf, of COUNTY, PROVIDER shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. PROVIDER shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of COUNTY that:
 - a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard.
 - b. Adds any Health Information elements or segments to the maximum defined Health Information Set.
 - c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s).
 - d. Changes the meaning or intent of the Standard's Implementations Specification(s).
- 7. Access to PHI: At the direction of COUNTY, PROVIDER agrees to provide access to PHI held by PROVIDER which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY. This access will be provided to COUNTY or, upon advance notice to COUNTY, to an Individual, in order to meet the requirements under the Security and Privacy Rules.

8. Amendment or Correction to PHI: At the direction of COUNTY, PROVIDER agrees to amend or correct PHI held by PROVIDER and which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY.
9. Reporting of Security Incidents Involving PHI: PROVIDER shall report to COUNTY the discovery of any Breach of or Security Incident involving PHI. PROVIDER shall make the report to COUNTY's Privacy Official not less than one (1) business day after PROVIDER learns of such Breach or Security Incident. PROVIDER's report of a Breach shall identify as applicable: (i) each individual protected by the Agreement whose PHI has been, or is reasonably believed by PROVIDER to have been breached, accessed, acquired or disclosed, (ii) the nature of the unauthorized use or disclosure, (iii) the PHI used or disclosed, (iv) who made the unauthorized use or received the unauthorized disclosure, (v) PROVIDER's risk analysis of financial, reputational or other harm that may result, (vi) what PROVIDER has done or shall do to mitigate any deleterious effect of unauthorized use or disclosure, (vii) what notifications PROVIDER has or shall make resulting from a Breach of Unsecured PHI, and (viii). what corrective action PROVIDER has taken or shall take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by COUNTY's Privacy Official.
10. Mitigating Effect of Unauthorized Disclosure or Misuse of PHI: PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER of a Breach, including, if necessary, payment of the cost of credit monitoring. PROVIDER will cooperate with COUNTY's efforts to seek corrective and mitigation actions.
11. Notification Requirements In Event of Unauthorized Disclosure or Misuse of PHI received, maintained or transmitted on behalf of COUNTY: PROVIDER agrees, at its own cost and after obtaining consultation and agreement from COUNTY, to no later than 60 days following a Breach to:
 - a. Provide written notice to the Individual or next of kin if the Individual is deceased, as required by law.
 - b. If contact information is insufficient to provide notice to an individual, provide a substitute form of notice; and, where there are 10 or more Individuals with insufficient contact information, make a conspicuous posting as required by the Secretary as provided on the Secretary's official web site.
 - c. If breach involves the PHI of more than 500 Individual residents of the state, notify prominent media outlets.
 - d. Include in notice to Individuals: (i) a brief description of what happened; (ii) a description of the type of information involved; (iii) steps Individuals should take to protect themselves from potential harm resulting from the Breach; a description of what is being done to investigate the Breach, mitigate losses and protect against further breaches; and (iv) contact procedures for Individuals to obtain further information.
 - e. Comply with any other notice requirements of the Security and Privacy Rules, or guidance statements of the Secretary, as from time to time amended.
 - f. Reporting all actions taken to COUNTY.

12. Log of Unauthorized Disclosure or Misuse of PHI: PROVIDER shall maintain a log of any Breach of PHI covered by this Addendum and shall annually submit such log to the Secretary and to COUNTY. PROVIDER shall provide immediate notice to the Secretary and COUNTY of any breach of the PHI of 500 or more Individuals.
13. Tracking and Accounting of Disclosures: So that COUNTY may meet its accounting obligations under the Security and Privacy Rules,
 - a. Disclosure Tracking. Unless excepted under subsection (b) below, PROVIDER will record for each disclosure of PHI it makes that PROVIDER creates or receives for or from COUNTY (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom PROVIDER made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which PROVIDER makes to the same person or entity, including the COUNTY, for a single purpose, PROVIDER may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. PROVIDER will make this log of disclosure information available to the COUNTY within five (5) business days of the COUNTY's request.
 - b. Disclosure Tracking Time Periods. PROVIDER must have available for the Individual and COUNTY the disclosure information required by this section for the six-year period preceding the request for the three-year period preceding a request for the disclosures of Electronic Health Records made for purpose of Treatment, Payment and Health Care Operations.
14. Accounting to COUNTY and to Government Agencies: PROVIDER shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of or created for COUNTY available to COUNTY, or at the request of COUNTY, to the Secretary or his/her designee, in a time and manner designated by COUNTY or the Secretary or his/her designee, for the purpose of determining COUNTY's compliance with the Security and Privacy Rules. PROVIDER shall promptly notify COUNTY of communications with the Secretary regarding PHI provided by or created by COUNTY and shall provide COUNTY with copies of any information PROVIDER has made available to the Secretary under this provision.
15. Prohibition on Sale of Protected Health Information: PROVIDER shall not receive remuneration in exchange for any PHI of an Individual received from or on behalf of COUNTY.
16. Response to Subpoena: In the event that PROVIDER receives a subpoena or similar requirement for the production of PHI received from, or created on behalf of COUNTY, PROVIDER shall promptly forward a copy of such subpoena to the Director of the Dane County Department of Human Services to afford COUNTY the opportunity to timely respond to the demand for its PHI as COUNTY determines appropriate.
17. Termination:

In addition to the rights of the parties established by the underlying Agreement, if COUNTY reasonably determines in good faith that PROVIDER has materially

breached any of its obligations under this Addendum, COUNTY, in its sole discretion, shall have the right to:

- a. Exercise any of its rights to reports, access and inspection under this Addendum; and/or
- b. Require PROVIDER to submit to a plan of monitoring and reporting, as COUNTY may determine necessary to maintain compliance with this Addendum, and/or
- c. Provide PROVIDER with a reasonable period to cure the breach; or
- d. Terminate the Agreement immediately.

17. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of PROVIDER's contractual relationship with COUNTY, PROVIDER shall:


- a. Return to COUNTY or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that PROVIDER received from or created on behalf of COUNTY. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of PROVIDER. In such case, PROVIDER shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. PROVIDER shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of PROVIDER's contractual relationship with COUNTY. Within such thirty- (30) day period, PROVIDER shall certify on oath in writing to COUNTY that such return or destruction has been completed.
- b. If PROVIDER destroys PHI, it shall render the PHI completely unusable, unreadable, and undecipherable to unauthorized persons using approved methods. Electronic redaction is an insufficient method of destruction.
- c. If PROVIDER believes that the return or destruction of PHI is not feasible, upon mutual agreement of the Parties, PROVIDER shall extend the protections of this Addendum to PHI received from or created on behalf of COUNTY, and limit further uses and disclosures of such PHI, for so long as PROVIDER maintains the PHI.

18. Miscellaneous:

- a. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by the Secretary with regard to PHI, this Addendum shall automatically amend so that the obligations imposed on PROVIDER remain in compliance with such regulations.
- b. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits COUNTY to comply with the Security and Privacy Rules.
- c. Indemnification. PROVIDER shall defend and hold COUNTY harmless from all costs, including attorney fees, resulting from PROVIDER's failure to meet any of its obligations under this Addendum.
- d. Independent Contractor Status. Nothing in this Agreement shall be interpreted to alter PROVIDER's independent contractor status with COUNTY.

IN WITNESS WHEREOF, the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

For PROVIDER:

By: 

Kevin Florek
(Print or type name)

Title: President & CEO

Date: 11/11/2016