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Res 461

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES		Contract/Addendum #: 83350A	
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS		Contract Addendum POS <input type="checkbox"/> <input checked="" type="checkbox"/> Grant <input type="checkbox"/> <input checked="" type="checkbox"/> Lease <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: CY 2016			
4. Amount of Contract or Addendum: 1030 \$1930-			
5. Purpose: NA - Not required when Human Services signs.			
6. Vendor or Funding Source: Tellurian UCAN Inc. Vendor #: 7721			
7. If grant: Funds Positions? <input type="checkbox"/> Yes <input type="checkbox"/> No Will require on-going or matching funds? <input type="checkbox"/> Yes <input type="checkbox"/> No			
8. Are funds included in the budget? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. Please give account codes and related \$ amounts. Code: _____ \$ _____; Code: _____ \$ _____			
9. Is a resolution needed? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, has a resolution been prepared/submitted? <input type="checkbox"/> Yes <input type="checkbox"/> No Please attach a copy of the Resolution 461			
10. Does Domestic Partner Equal Benefits requirement apply? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
11. Director's Approval: <i>Synn Dreen</i>			

Human Services Only	a. Dane County Res. #	Approvals	Initials	Date
	b. HSD Res. ID#	g. Accountant	<i>PK</i>	12-9-15
	c. Program Manager Name	h. Supervisor	<i>CK</i>	1/4/16
	d. Current Contract Amount	i. To Provider	<i>SL</i>	1-6-16
	e. Adjustment Amount	j. From Provider	<i>SL</i>	1-19-16
	f. Revised Contract Amount	k. Corporation Counsel	<i>AD</i>	1-20-16

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name	
<i>NA</i>	Received		2-5-16		
<i>ad</i>	Controller		2/11/16	Contact Person	
NA	Corporation Counsel	See "k" above		Phone No.	
<i>SL</i>	Risk Management	2/11/16	2/11/16	E-mail Address	
	ADA Coordinator				
<i>ad</i>	Purchasing Agent		2/11/16		
	County Executive				


Footnotes:
1. _____

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]

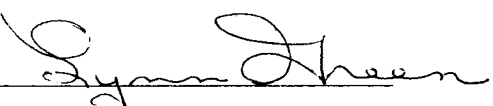
- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation 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: 1-24-16 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).

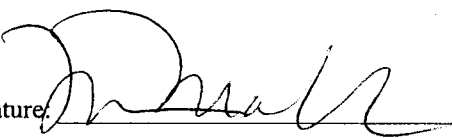
1. Department Head Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: 1-24-16 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: 1/20/16 Signature: 

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

ADDENDUM *WOT*

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

WHEREAS the COUNTY and PROVIDER have previously entered into a Purchase of Service Agreement No. 83350 (hereinafter the "Master Agreement"), pursuant to which PROVIDER has agreed to provide the COUNTY certain services more fully described in the Master Agreement; and

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

NOW, THEREFORE, in consideration of the above premise and the mutual covenants of the parties the receipt and sufficiency of which is hereby acknowledged by each party for itself, the COUNTY and PROVIDER do agree that the Master Agreement shall continue in full force and effect unchanged in any matter by this addendum, except as specifically set forth herein. This addendum consists of four (4) pages.

Current Cost for 2016	<u>Addendum Amount</u>	Revised Maximum Cost for 2016
\$1,030,366	\$1,930	\$1,032,296

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

Date Signed: 11/8/2016

FOR PROVIDER: *[Signature]*

 Signature
Kevin Florek, CEO
 Print Name and Title of Signer

Date Signed: _____

 Signature

 Print Name and Title of Signer

Date Signed: _____

FOR COUNTY:

 JOE PARISI, County Executive
 (when applicable)

Date Signed: 1-24-16

[Signature]

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

Program Summary Form

Created: 10/15/2015 Revised: 12/7/2015	Contract #: 83350 Division: Children, Youth, and Families	Provider: Tellurian UCAN, Inc. Funding Period: January 1, 2016 through December 31, 2016											
Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.													
Program Number	Program Group	Org.	Obj.	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 1566		CYFCRTEL	DYDEAA	Detox	703.20	1,220	11	226.68	3,585	\$ 812,552		\$ 812,552	600/6/10
b. 1567		CYFCLTEL	CMAOAA	Case Management/CIT AODA	604	19	12	48.36	917	\$ 44,323		\$ 44,323	600/6/10
c. 10360		CYFCLTEL	CMAOAA	Dual Response Coordination	604	19	7	48.89	1,174	\$ 57,386		\$ 57,386	600/6/10
d. 4547		CYFCRTEL	CZIDAA	Outpatient IDP	507.00	39	10	82.92	237	\$ 19,632		\$ 19,632	600/6/10
e. 6944		CYFCRTEL	BZATAA	Adult Residential Program	503.70	9	0	250.00	162	\$ 40,500		\$ 40,500	600/6/10
f. 10739		CYFCRTEL	DTDYAA	Synergy	704.10	18	8	15.47	3,742	\$ 57,903		\$ 57,903	600/6/10
g.													
h.													
i.													
j.													
Total										\$ 1,032,296	\$ -	\$ 1,032,296	

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

<p>The section below is to be used to further define the information above.</p> <p>Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = client days of care. 12/7/2015 Revision: Addition of 0.2% COLA.</p> <p>Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour. 12/7/2015 Revision: Addition of 0.2% COLA.</p> <p>Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour. This program previously used Program # 6877 from 2007-2009. OTHER REVENUE to be generated by provider includes: \$1,000 Medical Assistance - Case Management and \$39,413 in Medical Assistance - Crisis Intervention. 12/7/2015 Revision: Addition of 0.2% COLA.</p> <p>Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour.</p> <p>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.</p> <p>Unit Quantity based on available funds divided by the approved unit costs; Unit of Service = direct client service hour. 12/7/2015 Revision: Addition of 0.2% COLA.</p>	<p>Standard Program Category (SPC) Code Description:</p> <p>a. Medically monitored residential detox</p> <p>b. Case Management</p> <p>c. Case Management</p> <p>d. Outpatient - regular</p> <p>e. Medically monitored CBRF</p> <p>f. Day Treatment</p> <p>g.</p> <p>h.</p> <p>i.</p> <p>j.</p>
<p>Contract Manager(s)/Programs: Todd Campbell</p> <p>Accountant(s)/Programs: Patty Hillebrand</p>	

TELLURIAN UCAN, INC.
2016 – SCHEDULE B – FISCAL
Community Intervention Team, Dual Response Coordination, and Detoxification
Program #: 1567, 10360, and 1566

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	\$ 61,296		\$ 61,296
MA Case Management		\$ 1,000	\$ 1,000
MA Crisis		\$ 39,413	\$ 39,413
Total	\$ 61,296	\$ 40,413	\$ 101,709

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.