

Contract Cover Sheet

Res 360 2017
Significant

Note: Shaded areas are for County Executive review.

Department: HUMAN SERVICES	Contract/Addendum #: <u>83690</u>																				
1. This contract, grant or addendum: <input checked="" type="checkbox"/> AWARDS <input type="checkbox"/> ACCEPTS	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:50%;">Contract</th> <th style="width:50%;">Addendum</th> </tr> <tr> <td colspan="2" style="text-align:center; font-size:small;">If Addendum, please include original contract number</td> </tr> <tr> <td><input checked="" type="checkbox"/> POS</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Grant</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lease</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Co Lessor</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Intergovernmental</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Purchase of Property</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Property Sale</td> <td><input type="checkbox"/></td> </tr> <tr> <td><input type="checkbox"/> Other</td> <td><input type="checkbox"/></td> </tr> </table>	Contract	Addendum	If Addendum, please include original contract number		<input checked="" type="checkbox"/> POS	<input type="checkbox"/>	<input type="checkbox"/> Grant	<input type="checkbox"/>	<input type="checkbox"/> Co Lease	<input type="checkbox"/>	<input type="checkbox"/> Co Lessor	<input type="checkbox"/>	<input type="checkbox"/> Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/> Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/> Property Sale	<input type="checkbox"/>	<input type="checkbox"/> Other	<input type="checkbox"/>
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<input type="checkbox"/> Property Sale	<input type="checkbox"/>																				
<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: <u>1-1-17 to 12-31-17</u>																					
4. Amount of Contract or Addendum: <u>3,009,120.</u>																					
5. Purpose: NA – Not required when Human Services signs.																					

6. Vendor or Funding Source: Journey Mental Health Center

7. MUNIS Vendor Code: 5152

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 360

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

16. Director's Approval: Synne Green

	a. Dane County Res. #	Approvals	Initials	Date
Human Services Only	b. HSD Res. ID#	g. Accountant	ke	10-24-16
	c. Program Manager Name <u>Wills/Campbell</u>	h. Supervisor	sl	11-2-16
	d. Current Contract Amount <u>3,009,120.</u>	i. To Provider	[Signature]	11-2-16
	e. Adjustment Amount	j. From Provider	sl	11-14-16
	f. Revised Contract Amount	k. Corporation Counsel	[Signature]	11-14-16

Contract Review/Approvals				Vendor	
Initials	Ftnt	Date In	Date Out	Vendor Name/Address	
<u>mg</u> Received	_____	<u>11-16-16</u>	_____	<u>Journey Mental Health Center</u> Contact Person _____ Phone No. _____ E-mail Address _____	
<u>aw</u> Controller	_____	_____	<u>11/17/16</u>		
N/A Corporation Counsel	See "k" above	_____	_____		
<u>sl</u> Risk Management	_____	<u>11-16-16</u>	<u>11-16-16</u>		
<u>ac</u> Purchasing	_____	<u>11/21/16</u>	<u>11/21/16</u>		
_____ County Executive	_____	_____	_____		

Footnotes:
1.
2.

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

The attached contract: *[check as many as apply]*

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

Date: 11-15-16

Signed: 

Telephone Number 242-6469

Print Name: Lynn Green

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

Executive Summary (attach additional pages, if needed).


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

Date: _____ Signature: _____

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

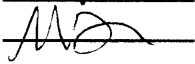
Date: _____ Signature: _____

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

Date: 11/14/16 Signature: 

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

DCDHS - COUNTY OF DANE
Purchase of Services Agreement

Agreement No: 83690
Begin Date: 1/1/2017
Expiration Date: 12/31/2017
Authority: Res. NA
Maximum Cost: \$ 3,009,120.
Number of Pages: 71
Corporation Counsel Approval: 

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Journey Mental Health Center, 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 ~~37~~ 25 Kessel Court, Madison WI 53711 for the purpose of:

- Crisis Intervention (SPC 501)
- Counseling/Therapeutic Resources (SPC 507)
- Outpatient, Regular (SPC 507.00)
- Case Management (SPC 604)
- Agency Systems Management (SPC 702)

25 Kessel Court

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 accessible" 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:

_____ / _____

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:

_____ All programs except Youth Crisis Intervention
_____ (program 1533)

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

_____ Youth Crisis Intervention. Provider shall be advanced equal monthly
_____ payments for \$144,896 of the total program amount. The remaining
B. \$158,000 will be paid based on the Schedule B Fiscal for that program.

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: 11/14/2016
Print Name and Title of Authorized Agent: Lynn Brady, C.O.O.

Date Signed: 11-14-16
Print Name and Title of Authorized Agent: Alan Zoellner - CFO

Registered Agent's Name: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: 11-15-16
Lynn Green
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-Oct-16	Contract #: 83690	Provider: Journey Mental Health Center	Funding Period: January 1, 2017 - December 31, 2017
Revised:	Division: Children Youth & Families		

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.	1533	CYFCTMHC	CVSCAA	Youth Crisis Intervention	501	297	157	129.55	2338	\$ 302,896		\$ 302,896	600/610
b.	1543	CYFCTMHC	CZFBAA	Family Based Services	507	509	88	75.94	4287	\$ 325,564		\$ 325,564	600/610
c.	1544	CYFCTMHC	CMFBAA	Family Based Services-Case Ma	604	509	88	37.83	5061	\$ 191,475		\$ 191,475	600/610
d.	4402	CYFCTMHC	CMFPAA	CAF (Family preservation)Case	604	162	9	42.97	3857	\$ 165,739		\$ 165,739	600/610
e.	4413	CYFCTMHC	CZFPAA	CAF (Family Preservation)-CTR	507	162	9	43.32	2893	\$ 125,321		\$ 125,321	600/610
f.	11794	CYFCTMHC	CZTFAA	Trauma Focused CBT	507	160	36	128.76	1575	\$ 202,810		\$ 202,810	600/610
g.										\$ -		\$ -	

Total \$ 1,313,805 \$ 1,313,895

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

a.	A unit equals one hour of direct service	MA/CI Revenue Paid to COUNTY and passed onto PROVIDER as it is earned.	
b.	An hour equals one hour of direct service	Individual and Insurance collections.	
c.	A unit equals one hour of direct service.	Individual and Insurance collections.	
d.	A unit equals one hour of direct service.	Individual and Insurance collections.	
e.	A unit equals one hour of direct service	Individual and Insurance collections.	
f.	A unit equals one hour of direct service	Individual and Insurance collections.	
g.			
h.			
i.			
j.			

Standard Program Category (SPC) Code Description:

a. 301=Court Intake & Studies	c. 507=Counseling/Therapeutic Resources e.	g.	j.
b. 501=Crisis Intervention	d. 507=Counseling/Therapeutic Resources f.	h.	k.

Contract Manager(s)/Programs: Wills	Accountant(s)/Programs: Patty Hillebrand
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**JOURNEY MENTAL HEALTH CENTER INC.
EMERGENCY SERVICES UNIT
SERVICES FOR CHILDREN AND YOUTH**

2017 SCHEDULE A

A. Description of services to be purchased:

The service to be purchased is SPC code 501 Crisis Intervention.

This service is defined as the provision of services to individuals in the general public who are experiencing emergencies which require an immediate response by the human service system (including those activities necessary to prepare for responding to conditions which are an immediate threat to a person's life or well-being) for the purpose of removing or ameliorating these conditions and linking the individual with appropriate human services. This service includes 24 hour hotlines, crisis response teams and extra hour staffing for handling emergencies.

The Emergency Services Unit (ESU), provides psychological risk assessment for Dane County Department of Human Services (DCDHS) clients, authorizes Chapter 51 hospital admissions, and provides and crisis stabilization services oversight as described in DHS Chapter 34, Wisconsin Administrative Code.

1. Service location:

ESU is located at Main and Regent Street in Madison Wisconsin. ESU staff shall provide both phone and in-person support when needed. Children and youth are transported to ESU when warranted and ESU staff shall provide on site services to children at Detention and Dane County Shelter and other out of home placement settings when warranted. The legal address for Journey Mental Health Center (located one block from ESU) is 625 West Washington Ave Madison, WI for evaluation or psychiatric services.

2. Persons to be served:

a. Target population:

The Emergency Services Unit will serve children 0-18 who require hospital screening and follow up in the Chapter 51 service system. The Emergency Services Unit will also serve DCDHS involved children and youth in Dane County that are between the ages of 0-18 years (and youth through age 19 may be served if they continue to be active with a DCDHS CYF Division social worker), that are identified as severely emotionally disturbed and are registered with the Youth Crisis Unit. Identification as severely emotionally disturbed requires that the child:

- 1) Has a DSM-IV diagnosis.
- 2) Has emotional/behavioral symptoms that are severe and have persisted for at least six months and are expected to continue for longer than one year.
- 3) Receives services from two or more of the following systems: mental health, social services, special education and/or juvenile justice.

b. Eligibility requirements:

Children and youth are eligible for ESU services in two different service areas. Children on DCDHS – CYF caseloads are eligible for service if they meet the following criteria: 1) the child is a Dane County resident; 2) the child is between the age of 0-18 (and age 19 if the child is still on a CYF caseload); 3) the child meets SED criteria 4) the child is at risk for hospitalization. Children are also eligible for ESU services if they are at risk of hospital placement under the Chapter 51 system

B. Program evaluation

1. Goals:

The primary goal of the Emergency Services Unit is to ensure that mental health treatment and stabilization is provided to Dane County children and in the least restrictive environment possible when these children are exhibiting behavioral health challenges to degree that places them at risk for psychiatric hospitalization

2. Performance indicators:

The following will be used to evaluate program effectiveness:

- a. Use of public psychiatric beds (Winnebago Mental Health Institute) for Dane County children and youth 18 years old or younger will not increase over the previous two years' utilization.
- b. Children receiving ESU will not proceed to more restrictive out of home placements as a result of SED behaviors or issues.

C. Contract requirements specific to program:

1. Referral / application process:

Children/youth who meet the eligibility criteria can be referred by DCDHS social workers, private therapists, hospitals, or Area schools. Registration to ESU requires the following:

- 1) Written permission of the parent/guardian.
- 2) Signed release of information.
- 3) Development of a crisis treatment plan.

2. Capacity / waiting list:

There shall not be a waiting list established or held for this program.

3. Service methods

a. Service definition:

- a. PROVIDER shall oversee Chapter DHS 34 Crisis stabilization services. Oversight activities include training and supervision with any or all providers within the system providing crisis stabilization services. Currently Crisis Stabilization service are provided and billed in the Children Come First Program, licensed Dane County group homes, Level 3 and 4 foster homes licensed by Dane County Dept of Human

Services and Dane County Department of Human Services' REPLAY program. Supervision in the out of home care settings (group home and foster home) settings shall include face to face contact with the provider at least twice monthly and regular review of required service log documentation and creation of crisis plans and crisis response plans.

- b. PROVIDER shall do risk assessments for DCDHS involved children who are exhibiting signs of significant self harm or imminent risk of harm to others. Provide appropriate linkages and referrals for those children who are covered by commercial insurance carriers who require this same service.
- c. PROVIDER shall assess, and where appropriate facilitate all requests for Emergency Detentions and Three Party Petitions for children and follow cases where children admitted to hospital settings as a result of these actions. PROVIDER shall facilitate referrals for voluntary hospital admissions whenever appropriate as an alternative to a CH 51 commitment action. Notice the CYF Mental Health Manager of all admissions to Winnebago Mental Health Institute and assign a staff person to direct discharge planning efforts to include case management and linkages and referrals to other services as appropriate.
- d. PROVIDER shall follow all children on Chapter 51 commitments and settlement agreements for compliance and provide case management and service linkages as appropriate.
- e. PROVIDER shall conduct mental health assessments for children placed in Dane County Juvenile Detention or Shelter Home as well as Dane County foster and group homes as requested by these facilities.
- f. PROVIDER shall provide psychiatric assessment and for a very limited term medication monitoring to children and youth requiring bridge services to ongoing JMHC programs especially when these services will assist in diverting children and youth from psychiatric hospitalization.

b. Frequency of contact:

In most cases client contact for assessment is done once only. Chapter 51 monitoring (of current court orders) shall take place at least once monthly more frequently if the client is hospitalized or being assessed for a return to a hospital setting. Supervision for Crisis Stabilization services will be twice monthly.

c. Nature of contact:

Clients will receive face to face assessments. Other contacts for monitoring may happen in person or by telephone.

d. Service hours / days:

The Emergency Services Unit shall provide services 24 hour a day, 7 days per week.

e. Length of service:

DCDHS Youth can continue to receive emergency service interventions until their 19th birthday or such time that they are no longer on a DCDHS CYF case load, at which time services must terminate. Service contact however is intended to be short term lasting 90 days duration or less unless under a CH 51 commitment order. Service contact under a Chapter 51 commitment order terminates at the end of the court order or settlement agreement.

f. Service area:

PROVIDER serves clients who reside throughout Dane County.

4. Transportation:

PROVIDER does not transport clients directly but will travel to clients as needed for assessment and response. PROVIDER will also assist clients in using existing transportation options if it safe for the client to be transported by family or a transport service.

5. Service termination:

Services terminate when there is no longer a need for further assessment for hospitalization or a Ch 51 expires.

6. Clients to be reported:

Children and youth up to age 19 who receive services as described in #3 above.

7. Units of service:

A unit of service is a direct client contact hour or an hour spent in hospital staffings (in person or via telephone) for the purposes of client case planning and discharge.

8. Other features and requirements:

- a. Client Restraint: PROVIDER shall not utilize physical restraint as a therapeutic intervention with clients. Any client restraint utilized to protect a client from harm to self or others shall be reported to the COUNTY social worker no later than 2 business days after the event.
- b. Insurance and Revenue Generation: PROVIDER shall work to generate insurance/crisis stabilization revenue whenever feasible. The County will be the payer of last resort for clients with any type of health insurance coverage including Medical Assistance/BadgerCare as well as commercial insurance. Social workers will provide insurance information at the point of referral and advise families that their insurance may be billed for this service.
- c. Court Testimony and related records requests: PROVIDER will provide court testimony and written records related to any or all services provided under this contract as requested by COUNTY.

JOURNEY MENTAL HEALTH CENTER INC.
2017 – SCHEDULE B – FISCAL
CHILDREN YOUTH AND FAMILIES DIVISION
Emergency Services – Youth Crisis (program 1533)

1. Funding

The Emergency Services Unit – SED Youth Crisis Contract is budgeted to earn a maximum of **\$158,000** in Medicaid Crisis Stabilization revenue in 2017. PROVIDER will be allowed to keep all MA Crisis Stabilization revenues earned up to this budgeted dollar amount. Payment for this revenue source will be dispersed as the revenue is earned in the method outline below.

2. Method of Payment

The method of payment for these programs is as follows:

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 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.

**JOURNEY MENTAL HEALTH CENTER INC.
OUTPATIENT SERVICES UNIT
(Family Based Services)**

2017 SCHEDULE A

A. Description of services to be purchased:

The first service to be purchased is SPC 507 Counseling and Therapeutic Resources.

Counseling/Therapeutic Resources is defined as the provision of treatment oriented services to clients needing treatment for a personal, social, behavioral, mental, alcohol and drug abuse disorder to maintain and improve effective functioning. Services typically provided in a service office or natural setting. Services may include but are not limited to: assessment/diagnosis, case planning, monitoring and review, counseling/psychotherapy; therapy services; physical health services and medical support services.

The second service to be purchased in this program is SPC 604 Case Management/Service Coordination.

Case management is defined as the provision of services by providers whose responsibility is 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; case planning; monitoring and review; advocacy; and referral.

The Outpatient Services program provides mental health and/or AODA assessment and treatment services to families who are experiencing serious problems related to mental health and/or chemical abuse.

1. Service location:

Services will be provided in PROVIDER's office located at 49 Kessel Court, Madison, WI.

2. Persons to be served:

a. Target population:

The Outpatient Services program shall treat Dane County families with at least one child age 2 to 18 years who is experiencing significant difficulty at home, in school, or in the community as a result of mental health, chemical abuse, domestic violence or child maltreatment. The child(ren)/youth will fall into at least one of these categories:

1. Children/youth who meet the criteria for one or more DSM-V diagnosis and an identified treatment need.
2. Children at risk of self harm, or those who engage in self destructive behavior.
3. Children who have survived maltreatment (i.e. physical, sexual, emotional abuse or serious physical or emotional neglect).
4. Children whose parents have significant mental health or chemical abuse issues.
5. Children at substantial risk of out-of-home placement, or who are already in placement.
6. Children with chemical abuse issues.

7. Children who evidence functional impairments in several life domains , such as truancy, repeated runaways, or juvenile justice involvement within the home, school, and/or in the community.
8. Children who have evidence of functional impairments resulting from exposure to trauma.

The Outpatient Services Unit will also provide mental health treatment to parents of children involved with Dane County Department of Human Services Child Protection and/or Juvenile Justice Services when specifically requested by Dane County Department of Human Services Children Youth and Families Division (COUNTY). Parents of children will fall into at least one of these categories:

1. Parents with at least one DSM-V diagnosis and an identified treatment need.
2. Parents who have chemical abuse issues and an identified treatment goal.
3. Parents who have significant functional impairments resulting from exposure to trauma.

b. Eligibility requirements:

Clients must be Dane County residents and fit at least one of the categories above and referred by Dane County Department of Human Services Social Workers within Child Protective Services or Juvenile Justice. Any referrals outside these eligibility requirements must be approved by the CYF Mental Health and Alternate Care Manager.

B. Program evaluation

1. Goals:

The overall goal of the Outpatient Services Program is to provide a comprehensive program of clinically and culturally competent assessment, intervention, treatment and referral services for families experiencing serious AODA and/or mental health problems and behavioral challenges resulting from exposure to traumatic events. The Outpatient Services Program shall enhance the natural strengths and resources of the family, to develop formal and informal social support systems for the family, and to empower the family to make new choices and develop new skills which allow the family to stay together safely whenever possible. Parents or other caregivers shall be considered essential to the treatment process as long as their participation does not jeopardize safety or act as a significant trauma trigger to the client. Other goals include:

- a. The completion of a thorough assessment of the family and its context.
- b. The reduction/elimination of problematic behavior which threatens the integrity of the family system.
- c. Improved parent/child relationships, communication and functioning.
- d. To identify and educate clients about the behavioral health impacts of complex trauma and provide evidenced based treatment interventions to address the resulting functional challenges in children and adults.

2. Performance indicators:

- a. 85 percent of youth served will remain in their own homes during the treatment period, thus preventing out-of-home placement.
- b. 85 percent of youth served will not have new juvenile justice referrals during the treatment period.
- c. 90 percent of children and youth will demonstrate improved functioning as evidenced by symptom reduction and reduction in level of care assessed.

C. Contract requirements specific to program:

1. Referral / application process:

Referrals for service will be accepted directly from the family or a DCDHS social worker.

2. Capacity / waiting list:

The Outpatient Services program shall treat approximately 89 families at any one time. A waiting list may be kept when the service is at capacity. Once the wait for service is 12 weeks or longer PROVIDER shall notify the CYF Children's Mental Health Manager to determine if the wait list for Human Services should be closed. If a waiting list exists, clients shall be served on a first come, first served basis with the exception that priority shall be given to DCDHS CYF Division open cases and those granted exception by COUNTY for identified clinical needs identified by PROVIDER or the CYF Mental Health and Alternate Care Manager. The Outpatient Services Program shall keep the County contract manager informed of the status of the waiting list each month.

3. Service methods

a. Service definition:

Families will complete a 90 minute intake session and then be referred to a 2 session service education/treatment readiness group. Once completed the client shall then be assigned to an appropriate treatment modality and provider. Treatment modalities shall include group services, family therapy, individual therapy, targeted case management and psychiatry/prescriber services. The site of service shall be determined by the assessment and the needs of the family and may include any combination of in-home, in-office, in-school or other community location.

b. Frequency of contact:

Clients will receive therapy services with PROVIDER on a weekly or twice monthly basis based upon the outcome of their assessment and identified treatment needs. Psychiatry and other related medication related appointments will more likely be monthly or every other month. Participation in team meetings will vary based upon the needs of the team but on average will not be more than once monthly. School consultations will happen only as needed – no minimum contact standards apply. School consultations will not happen more than 4 times in one calendar year.

c. Nature of contact:

Clients will receive face to face therapy services with PROVIDER.

d. Service hours / days:

Services shall generally be provided Monday through Thursday, 8:00 am to 8:00 pm, and Friday, 8:00 am to 5:00 pm.

e. Length of service:

Treatment plans shall be goal directed and time limited. Goal oriented treatment plans will dictate the length of treatment for an individual child/adolescent and family or a time or condition when the treatment contract is to be reviewed. The average length of service shall be 6-9 months.

f. Service area:

PROVIDER serves clients who reside throughout Dane County.

4. Transportation:

PROVIDER does not provide transportation for their services but PROVIDER shall work with clients with fee for service Medicaid and HMO assigned Badgercare to effectively access and utilize Medicaid transportation for their COUNTY clients.

5. Service termination:

Clients who are not attending scheduled treatment appointments and clients who are not progressing in their treatment goals will be terminated from treatment. Prior to terminating from treatment PROVIDER will contact the client and COUNTY assigned social worker to discuss to outline the non-compliance or lack of treatment progress. Non-compliant clients will be given an opportunity to garner treatment compliance before a final termination of service

6. Clients to be reported:

Clients (children and parents, as well as other household/family members (siblings, involved extended family member, parent's partner) receiving PROVIDER services based on treatment service plan.

7. Units of service:

A unit of service is a direct client contact hour for therapy services, case management activities, and team meetings.

8. Other features and requirements:

a. The UW's AADAIP shall have priority access to family treatment on up to six (6) referrals a year as part of the Juvenile Court Pilot Project via the Adolescent Alcohol/Drug Assessment Intervention Program.

b. Tuberculosis Screening and Testing Protocol shall be applied via the County approved protocols. in substance use disorder cases.

c. Client Restraint: PROVIDER shall not utilize physical restraint as a therapeutic intervention with clients. Any client restraint utilized to protect a client from harm to self or others shall be reported to the COUNTY social worker no later than 2 business days after the event

d. Insurance Revenue: PROVIDER shall work to generate insurance revenue for all clinical and case management services. COUNTY shall be the payer of last resort for clients with any type of health insurance coverage including Medical Assistance/BadgerCare, Comprehensive Community Services and commercial health insurance. COUNTY social workers will provide insurance information at the

| point of referral and advise families that their insurance may be billed for this service. Unexpended COUNTY funds will be remitted to COUNTY in the final settlement

PROVIDER shall also work with COUNTY to garner Medicaid Case Management reimbursement for those activities not covered under treatment services.

Court Testimony and related records requests: PROVIDER will provide court testimony and written records related to any or all services provided under this contract as requested by COUNTY

**JOURNEY MENTAL HEALTH CENTER INC.
FAMILY PRESERVATION PROJECT**

2017 SCHEDULE A

A. Description of services to be purchased:

The first service to be purchased is SPC 507 Counseling and Therapeutic Resources.

Counseling/Therapeutic Resources is defined as the provision of treatment oriented services to clients needing treatment for a personal, social, behavioral, mental, alcohol and drug abuse disorder to maintain and improve effective functioning. Services typically provided in a service office or natural setting. Services may include but are not limited to: assessment/diagnosis, case planning, monitoring and review, counseling/psychotherapy; therapy services; physical health services and medical support services.

The second service to be purchased in this program is SPC 604 Case Management/Service Coordination.

Case management is defined as the provision of services by providers whose responsibility is 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; case planning; monitoring and review; advocacy; and referral.

The Family Preservation Project (FPP) provides in-home services to families who are referred to DCDHS for risk of child abuse and neglect.

1. Service location:

Services are provided in the clients home and when needed in community settings with client.

2. Persons to be served:

a. Target population:

Families referred to the program must have a child in the 0-12 range who has been referred by COUNTY Children Protective Services and a present danger threat has been identified. At least one adult member of the household must be willing to voluntarily participate in the program.

b. Eligibility requirements:

Clients must be Dane County residents, who are referred by COUNTY Child Protective Services. Families must have children under age 12 who are placed in their homes but a present danger threat has been identified.

B. Program evaluation

1. Goals:

The goals of the Family Preservation Program are to increase parental protective capacities, increase parenting skills and eradicate present danger threats to children referred to the program thereby allowing them to remain safely with their families.

2. Performance indicators:

The following indicators will be used to evaluate program effectiveness:

- a. Eighty percent of the families in the FPP will remain intact during the treatment and for six months after services are terminated.
- b. Eight-five percent of children and youth served will not be referred on child welfare/abuse/neglect concerns during the treatment period for issues that were originally identified when beginning FPP services.

C. Contract requirements specific to program:

1. Referral / application process:

The program shall serve 9-10 families in the program at any one time. Acceptance into the program is made on a first come, first serve basis. There will be no waiting list for service.

2. Capacity / waiting list:

This program will serve 9-10 families at any one time. There is no waiting list for this service.

3. Service methods

a. Service definition:

Services will include a mix of clinical and "hands on" case management and referral services designed to stabilize families and correct problem parenting as well as assessment of overall family functioning, parent protective capacities and general parenting skill training. Case management services can include but are not limited to assistance with grocery shopping, transportation, child care/respice services, hands on teaching and modeling of various household skills and chores, meal preparation, clothes washing, and well as linkages to other supportive services including housing, food assistance, financial benefits, day care as well as behavioral and physical health providers. etc. Other interventions may include brief counseling and assessment, and client and family advocacy services.

b. Frequency of contact:

FPP clients receive intensive short terms services and are seen by FPP staff several times per week. Provider may spend up to 20 hour per week with each assigned family.

c. Nature of contact:

Clients will receive face to face therapy and case management services with PROVIDER.

d. Service hours / days:

Services will be provided 24 hours a day, seven days a week. Staff shall be available by cell phone on an on-call basis

e. Length of service:

PROVIDER shall provide intensive, with on-site response lasting as long as necessary and occurring as frequently as necessary, up to a maximum of 20 hours per week and for up to eight weeks per case. Scheduling will be flexible based on the needs of each family. In Transitional step down services will be offered for a maximum of four weeks in duration.

f. Service area:

PROVIDER serves clients who reside throughout Dane County.

4. Transportation:

PROVIDER shall provide limited transportation services to assist clients travel to therapy and medical appointments.

5. Service termination:

Service is terminated when eight weeks have transpired or when the client or agency withdraws from services prior to this time.

6. Clients to be reported:

Clients to be reported include the child/ren, his/her family members, and other significant others in the home.

7. Units of service:

A unit of service is a direct client contact hour for therapy, case management and psychiatry services.

8. Other features and requirements:

a. Flexible Funds: Flexible funds (also known as wraparound funds or flex dollars) made available to PROVIDER may be provided to each family as a payment of last resort for goods or service that are a necessary part of a safety plan to reduce risk of child abuse or neglect..

b. Client Restraint: PROVIDER shall not utilize physical restraint as a therapeutic intervention with clients. Any client restraint utilized to protect a client from harm to self or others shall be reported to the COUNTY social worker no later than 2 business days after the event.

c. Insurance Revenue: PROVIDER shall work to generate insurance revenue for all clinical and case management services. COUNTY will be the payer of last resort for clients with any type of health insurance coverage including Medical Assistance/BadgerCare, and Comprehensive Community Services as well as commercial health insurance. Social workers will provide insurance information at the point of referral and advise families that their insurance may be billed for this service. Unexpended COUNTY funds shall remitted to COUNTY in the final settlement

d. Targeted Case Management PROVIDER shall also work with COUNTY to garner Medicaid Case Management reimbursement for those activities not covered under treatment services.

- e. Court Testimony and related records requests: PROVIDER will provide court testimony and written records related to any or all services provided under this contract as requested by COUNTY.

**JOURNEY MENTAL HEALTH CENTER INC.
OUTPATIENT SERVICES UNIT
TRAUMA FOCUSED COGNITIVE BEHAVIORAL THERAPY**

2017 SCHEDULE A

A. Description of services to be purchased:

The first service to be purchased is SPC 507 Counseling and Therapeutic Resources.

Counseling/Therapeutic Resources is defined as the provision of treatment oriented services to clients needing treatment for a personal, social, behavioral, mental, alcohol and drug abuse disorder to maintain and improve effective functioning. Services typically provided in a service office or natural setting. Services may include but are not limited to: assessment/diagnosis, case planning, monitoring and review' counseling/psychotherapy; therapy services; physical health services and medical support services.

The Outpatient Services program provides mental health and/or AODA assessment and treatment services to families who are experiencing serious problems related to mental health and/or chemical abuse. Trauma Focused Cognitive Behavioral Therapy is a well established, evidenced based treatment modality that combines elements of Cognitive Therapy, Behavioral therapy and Family Therapy in an effort to reduce negative emotional and behavioral responses to trauma in children and adolescents and corrects maladaptive beliefs related to traumatic events. TF-CBT also assists caregivers in effectively supporting children who have been exposed to traumatic events. It is a treatment modality that is well tested and is applicable to a significant percentage of CYF clients.

1. Service location:

Services will be provided in PROVIDER's offices or other site approved as clinic settings that are accessible to CYF clients on Madison's south side and greater Sun Prairie area. Occasional appointments may also take place in clients' homes.

2. Persons to be served:

a. Target population:

Children ages 5-17 (along with their caregivers) who are receiving services from Dane County Department of Human Services Children, Youth and Families Division Child Protection (CPS) and Juvenile Justice (JJ) who have experienced trauma and are demonstrating functional challenges related to this trauma exposure. Children who are placed out of home will be given priority for services. Children and families who reside on Madison's south and southwest sides or the greater Sun Prairie area will also be prioritized for services.

b. Eligibility requirements:

Clients must be Dane County Department of Human Services CYF clients between the ages of 5-17 at the time of referral, have a parent or caregiver who is available to participate in treatment and are experiencing functional challenges most likely related to exposure to a traumatic event (s). A limited number of families referred from Joining Forces for Families Offices serving the south and southwest sides of Madison and the greater Sun Prairie area are also eligible for this service with permission of the COUNTY CYF Mental Health and Alternate Care Manager.

B. Program evaluation

1. Goals:

The overall goal of the Outpatient Services TF-CBT Program is to provide therapeutic intervention that ameliorates symptoms related to acute or prolonged trauma exposure in children and improve the child's day to day functioning within his/her community. TF-CBT also seeks to provide needed strategies to the child's parents/caregivers so that they can assist their child in understanding and managing how their exposure to trauma may impact their reactions to other life events over time. Other goals include:

- a. Improve behavioral regulation of children on CPS and JJ caseloads who have been exposed to significant traumatic events and are struggling to manage and/or understand their reactions and behaviors.
- b. Improve client achievement of case plan goals in both Child Protection and Juvenile Justice Services owing to improvement in behavioral functioning and emotional regulation at the conclusion of TF-CBT treatment.

Performance indicators:

- a. 80 percent of children and youth who are placed at home will remain in their own homes or current placement setting treatment period
- b. 80 percent of children and youth served will not have new juvenile justice referrals during the treatment period.
- c. 80 percent of children and youth who are reunified with their families while participating in TF-CBT will not return to out of home care during the treatment period
- d. 90 percent of children and youth will report decreased trauma symptoms in pre/post symptom screening.

C. Contract requirements specific to program:

1. Referral / application process:

Referrals for service will be accepted directly from the family or a DCDHS social worker.

2. Capacity / waiting list:

The Outpatient Services TF-CBT program shall treat approximately 36 children and their caregivers at any one time. A waiting list may be kept when the service is at capacity. Once the wait for service is 12 weeks or longer PROVIDER shall notify the COUNTY CYF Children's Mental Health Manager to determine if the wait list for Human Services should be closed. If a waiting list exists, clients shall be served on a first come, first served basis. Children who are placed out of home and their plan is to reunify with their family will given automatic prioritization on waiting lists regardless of the first come first serve status. Other clinical requests for waitlist prioritization should be presented to the

COUNTY CYF Mental Health and Alternate Care Manager for approval. The Outpatient Services TF-CBT Program shall keep the County contract manager informed of the status of the waiting list each month.

3. Service methods

a. Service definition:

Families will complete a 60- 90 minute intake/assessment session prior to admission for TF-CBT services. Children and youth who are deemed inappropriate for TF-CBT at the time of the assessment may be recommended for other treatment services within Outpatient Services.

b. Frequency of contact:

TF-CBT clients will most often receive therapy services once per week, however, slightly greater intensity of contact (up to 2 times per week) or less intensive contact (as little as 2 times per month) may be allowed based on client need.

c. Nature of contact:

Clients will receive face to face therapy services with PROVIDER.

d. Service hours / days:

Services shall generally be provided Monday through Thursday, 8:00 am to 8:00 pm, and Friday, 8:00 am to 5:00 pm.

e. Length of service:

TF-CBT has demonstrated significant treatment effect within 12-18 sessions. Given the high instance of complex trauma seen in CYF client population, it is expected that many of the CYF clients served under this contract will require up to 25 sessions in order to complete the phases of TF-CBT and demonstrate the desired treatment effect.

f. Service area:

PROVIDER serves CYF clients who reside throughout Dane County however the TF-CBT program will prioritize services to CYF clients who reside on the South side of Madison and the greater Sun Prairie area.

4. Transportation:

PROVIDER does not provide transportation for their services but PROVIDER shall work with clients with fee for service Medicaid and HMO assigned Badgercare to effectively access and utilize Medicaid transportation for their COUNTY clients. PROVIDER clinic locations are also accessible by public transportation.

5. Service termination:

Clients who are not attending scheduled treatment appointments and clients who are not progressing in their treatment goals will be terminated from treatment. Prior to terminating from treatment PROVIDER will contact the client and COUNTY assigned social worker to discuss to outline the non-compliance or lack of treatment progress. Non-compliant clients will be given an opportunity to garner treatment

compliance before a final termination of service

6. Clients to be reported:

CYF referred clients (children and their caregivers) who are receiving TF-CBT services.

7. Units of service:

A unit of service is a direct client contact hour for therapy services and team meetings.

8. Other features and requirements:

a. Tuberculosis Screening and Testing Protocol shall be applied via the County approved protocols. in substance use disorder cases.

b. Client Restraint: PROVIDER shall not utilize physical restraint as a therapeutic intervention with clients. Any client restraint utilized to protect a client from harm to self or others shall be reported to the COUNTY social worker no later than 2 business days after the event

c. Insurance Revenue: PROVIDER shall work to generate insurance revenue for all clinical and case management services. COUNTY shall be the payer of last resort for clients with any type of health insurance coverage including Medical Assistance/BadgerCare, Comprehensive Community Services and commercial health insurance. COUNTY social workers will provide insurance information at the point of referral and advise families that their insurance may be billed for this service. Unexpended COUNTY funds will be remitted to COUNTY in the final settlement

e. Court Testimony and related records requests: PROVIDER will provide court testimony and written records related to any or all services provided under this contract as requested by COUNTY.

Program Summary Form

Created: 10/19/2016 Revised:	Contract #: 83690 Division: Children, Youth, and Families	Provider: Journey Mental Health Center, Inc. Funding Period: January 1, 2017 - December 31, 2017	Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.											
Program Number	Program Group	Org.	Obj.	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting	
a. 1526	6990	CYFCFMHC	CZIDAA	CH20 IDP Counseling	507.00	308	N/A	116.26	2,318	\$ 269,452		\$ 269,452	600/610	
b. 10584	6990	CYFCFMHC	CMIDAA	CH20 IDP-Case Mgmt	604	109	N/A	116.26	527	\$ 61,234		\$ 61,234	600/610	
c. 1536	6054	CYFCFMHC	CZIVAA	IV Drug-C/TR	507.00	42	N/A	99.69	454	\$ 45,256		\$ 45,256	600/610	
d. 1537	6054	CYFCFMHC	CMIVAA	IV Drug Case Management	604	45	N/A	98.71	291	\$ 28,757		\$ 28,757	600/610	
e. 6953	9121	CYFCFMHC	CZADAA	Alcohol and Drug C/TR	507.00	631	N/A	88.20	7,323	\$ 645,897		\$ 645,897	600/610	
f. 6954	9121	CYFCFMHC	CMADAA	Alcohol and Drug Case Mgmt	604	685	N/A	88.20	3,542	\$ 312,385		\$ 312,385	600/610	
g. 6955	9122	CYFCFMHC	CZUJAA	UJIMA	507.00	60	N/A	95.69	984	\$ 94,122		\$ 94,122	600/610	
h. 6956	9122	CYFCFMHC	CMUJAA	UJIMA Case Management	604	60	N/A	95.69	1,142	\$ 109,311		\$ 109,311	600/610	
i. 11005	11005	CYFCFMHC	CZOWAA	OWI Court Treatment	507.00	99	N/A	114.20	745	\$ 85,064		\$ 85,064	600/610	
Total											\$ 1,651,478	\$ -	\$ 1,651,478	

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

a.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of services.
b.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of services.
c.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of services.
d.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of services.
e.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of services.
f.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of services.
g.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of services.
h.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of services.
i.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of service.
j.	Unit Quantity = total County Cost divided by Unit Cost. Unit = direct client hour of service.

Standard Program Category (SPC) Code Description:

- a. Outpatient, regular
- b. Case Management
- c. Outpatient, regular
- d. Case Management
- e. Outpatient, regular
- f. Case Management
- g. Outpatient, regular
- h. Case Management
- i. Counseling and Ther. Resources
- j.

Contract Manager(s)/Programs: Todd Campbell Accountant(s)/Programs: Kathy Clemens

JOURNEY MENTAL HEALTH CENTER, INC.
Outpatient Treatment and Case Management for the Intoxicated Driver Program
Programs #1526 and #10584

2017 – SCHEDULE A

A. Description of Services to be Purchased

The service purchased is defined as follows:

Program #: 1526 – 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. Regular outpatient is less than six hours of service per person, per week.

Program #: 10584 – 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

Services under this contract are primarily provided at 49 Kessel Court, Madison, WI 53711.

2. Persons to be Served

a. Target Population

The persons to be served are those Dane County residents with a Driver Safety Plan (DSP) recommendation of outpatient services.

b. Eligibility Guidelines

- i. Adult (at least 18 years old); and
- ii. Dane County resident; and
- iii. Diagnosable Substance Use Disorder; and
- iv. Driver Safety Plan requirement for outpatient treatment; 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 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. To reduce the incidence of substance-influenced injuries and fatalities involving motorized vehicles
- b. 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.
- c. To improve personal, social, vocational and behavioral functioning.

2. Performance Indicators

- a. 60 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 and staff observation); and,
 - ii. those with an irresponsible use finding will not be drinking while driving during the course of treatment.
- b. an estimated 80 percent 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

Clients must have a DSP that specifies outpatient treatment services. It is understood that individuals self select a treatment agency for compliance with the DSP treatment requirements. Dane County OWI Court Participants may be referred by the case manager from that program. Individuals whose health insurance specifies the PROVIDER have the option of seeking treatment from another approved Dane County IDP provider if they are willing and able to pay for the cost of service.

2. Capacity/Waiting List

The capacity is identified in the contract Program Summary Form. The PROVIDER will maintain a waiting list for treatment services if needed and will communicate same to the COUNTY and to the Clinical Assessment Unit of PROVIDER that coordinates the IDP.

3. Service Methods

a. Service Definition

PROVIDER provides outpatient treatment services for persons with an IDP-DSP. Services are individualized and based on a clinical assessment. Persons with irresponsible use findings referred for brief treatment will participate in 1-3 months of weekly or biweekly therapy sessions. Services include ongoing assessment/diagnosis, case planning, monitoring and review, and group, individual, couple, and family counseling. In some instances persons referred for brief treatment will participate in groups/counseling which focuses on and may include relapse prevention.

b. Frequency of Contact

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

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 available between 8:00 a.m. and 7:00 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 client identified goals.

f. Service Area

Individuals from all of Dane County will be served.

4. Transportation

Transportation services are not purchased under this contract.

5. Service Termination

Service is terminated upon successful completion of the DSP, or upon failure of the client to attend and participate in the required treatment sessions. OWI Court Participants may be terminated by the OWI Court Program.

6. Clients to be Reported

Clients to be reported under this contract are those individuals receiving the service and for whom a COUNTY client identification number is assigned. PROVIDER will cooperate with all reporting requirements for OWI Court Participants, as determined by the COUNTY.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Reporting Requirements

The PROVIDER agrees to submit the state/county required statistical reports on all individuals served. The purpose of this requirement is for accurate data collection on all clients in the Intoxicated Driver Program (IDP). PROVIDER shall maintain regular communication with the coordinator and/or the case manager from the OWI Court on behalf of all program participants seen by the PROVIDER.

b. Compliance/Non-Compliance Guidelines

The final report of compliance or non-compliance must be submitted to the assessment unit by the Driver Safety Plan (DSP) Provider by the date specified on the DSP Referral Form or within one (1) week after completion, termination or discharge from treatment. DSP providers who fail to adhere to this reporting requirement may be subject to contract termination. PROVIDER agrees to assist the COUNTY in the development of guidelines on Compliance/Non-Compliance and adhere to the COUNTY's Guidelines once finalized.

c. Client Grievance/Appeal Procedures

It is agreed that the processing of client grievances will be in accord with State and COUNTY Grievance Procedures. The PROVIDER'S internal appeal procedures shall adhere to State requirements. The PROVIDER'S appeal procedures shall be available for COUNTY review upon request.

d. 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.

e. Use of Self Help Groups

It is understood that use of self-help groups is permitted to supplement the individualized treatment plan services for clients only with the voluntary client agreement and consent. PROVIDER agrees to implement an internal procedure that will ensure documentation of client consent to participate in self-help groups on an individual basis.

f. 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.

g. 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.

h. Program Certification

PROVIDER shall maintain certification under State Community Substance Abuse Services Standards established by Administrative Rule DHS 75 for services provided. PROVIDER shall also maintain all applicable licenses to administer medication on-site.

JOURNEY MENTAL HEALTH CENTER, INC.
IV Drug Outpatient Treatment and Case Management
Programs #1536 and 1537

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Program #: 1536 – 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. Regular outpatient is less than six hours of service per person, per week.

Program #: 1537 – 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

Services under this contract are provided at 49 Kessel Court, Madison, WI 53711.

2. Persons to Be Served

a. Target Population

PROVIDER shall serve adults who are in need of treatment and case management for a substance use disorder that has caused serious problems in their lives. These programs provide treatment and case management specifically for intravenous drug users.

b. Eligibility

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. has injected drugs intravenously; 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 and the Intravenous Drug Enhancement Grant.

B. Program Evaluation

1. Goals

The primary goal is to reduce/eliminate the spread of HIV/AIDS through needle sharing and sexual activity by IV drug users through the reduction of the incidence of injection drug use and the education of IV drug users about the spread of HIV/AIDS. Objectives include:

- a. To provide education regarding the transmission of the HIV virus and AIDS.
- b. To encourage individuals with a history of IV drug use to seek voluntary testing for HIV.
- c. To actively encouraged IV drug users with positive HIV results to seek voluntary pre and post test counseling; and,
- d. To reduce the incidence of IV drug use.

2. Performance Indicators

- a. 90% of IV drug users served by the PROVIDER will not be using IV drugs upon discharge.
- b. 55% of the clients who successfully complete treatment will not require need re-admission to treatment due to IV drug use in the 24 months following discharge.
- c. 60% of all clients discharged will have successfully completed treatment, in accord with the following criteria:
 - i. Clients will not be using IV drugs;
 - ii. Clients will have stopped or reduced their usage of alcohol and or other drugs to non-problematic usage;
 - iii. 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 involvement;
 - (d) financial/vocational; and,
 - (e) health.
 - iv. Clients will have an established involvement with a self-help group or support groups or systems;

C. Contract Requirements Specific to Programs

1. Referrals/Application Process

Referrals are accepted from any source. 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 most efficiently.

The PROVIDER shall 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. PROVIDER will maintain a waiting list as needed and will 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 provided under the terms of this contract include but are not limited to: screening, assessment/diagnosis; treatment plan development, monitoring and review, individual, group, couple and family counseling, case management, psychiatric, crisis intervention, education, and referral to other needed services.

b. Frequency of Contact

Each individual will have less than twelve 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

Service hours are between 8:00 a.m. and 7:00 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 client-identified goals.

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, or if the client or client and therapist together determine that services should be otherwise terminated.

6. Clients to be Reported

All clients for whom a COUNTY client identification number has been assigned shall be reported. PROVIDER agrees to provide the statistical information to the State for 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 Certification

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

b. Funding Restrictions

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

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. 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.

JOURNEY MENTAL HEALTH CENTER, INC.
Alcohol and Drug Outpatient Treatment and Case Management
Programs #6953 and #6954

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Program #: 6953 – 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. Regular outpatient is less than six hours of service per person, per week.

Program #: 6954 – 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

Services are provided at 49 Kessel Court, Madison, WI 53711.

2. Persons to Be Served

a. Target Population

PROVIDER shall serve adults who are in need of alcohol and/or other drug treatment and case management due to serious problems in their lives resulting from their alcohol and/or other drug abuse or addiction. Priority is given first to pregnant women and then to clients who are being served in the COUNTY's substance abuse services system, child welfare system, and the adult criminal justice system, including the Intoxicated Driver, Drug Court Treatment and Drug Court Diversion Programs.

b. Eligibility

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.

B. Program Evaluation

1. Goals

- a. Reduce or eliminate the problems resulting from alcohol and other drug misuse in the lives of clients, their families, and the community.
- b. To enhance the social functioning of individuals and families impacted by problematic alcohol and other drug use.
- c. To assure that clients in priority groups receive timely and effective treatment and case management services.

2. Performance Indicators

- a. 40% of all clients discharged will have successfully completed treatment, in accord with the following criteria:
 - i. Clients will have stopped or reduced their usage of alcohol and or other drugs to non-problematic usage;
 - ii. Clients will have improved their level of functioning in at least two of the following areas
 - social and family relations;
 - psychiatric/emotional;
 - legal involvement;
 - financial/vocational; and,
 - health.
 - iii. Clients will have an established involvement with a self-help group or support groups or systems.

C. Contract Requirements Specific to Program

1. Referral/Application Process

Referrals are accepted from COUNTY and other community sources. 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 most efficiently.

The PROVIDER shall schedule an initial intake appointment for any client who is currently active with another provider of Substance Use Disorder 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. PROVIDER will maintain a waiting list as needed and will 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 provided under the terms of this contract include but are not limited to: screening, assessment/diagnosis; treatment plan development, monitoring and review; individual, group, couple and family counseling; case management; psychiatric and crisis intervention services; education; and referral to other needed services.

b. Frequency of Contact:

Each individual will have less than twelve 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

Service hours are between 8:00 a.m. and 7:00 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 client-identified goals.

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 the client's successful completion of services, or if the client or client and therapist together determine that services should be otherwise terminated.

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 hour represents one unit of service.

8. Other Features And Requirements

a. Program Certification

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

b. 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.

c. Program Improvement

PROVIDER shall conduct a minimum of one walk-through consistent with 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.

JOURNEY MENTAL HEALTH CENTER, INC.
Ujima
Programs #6955 and #6956

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Program #: 6955 – 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. Regular outpatient is less than six hours of service per person, per week.

Program #: 6956 – 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:

Services are provided at 49 Kessel Court, Madison, WI 53711 and in the community.

2. Persons to be served:

a. Target Population:

African American adults needing treatment and case management due to serious problems with use of alcohol or other drugs. Priority shall be given first to African-American individuals actively parenting children full-time, then to African-American individuals parenting children less than full-time, then to African-American individuals who are not in a parenting role.

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) African American; 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.

B. Program Evaluation

1. Goals:

- a. Reduce or eliminate the problems resulting from alcohol and other drug misuse in the lives of clients, their families, and the community.
- b. To enhance the social functioning of individuals and families impacted by problematic alcohol and other drug use.
- c. To provide counseling and culturally-specific support services to African American individuals and their families who are affected by substance use disorders; and
- d. To assist families in realizing their inherent cultural strengths and external resources, enabling them to effectively work towards self-empowerment.

2. Performance Indicators:

- a. 60% of individuals will successfully complete the offered services of the program in accord with the following criteria:
 - i. Clients will have stopped or reduced their usage of alcohol and or other drugs to non-problematic usage;
 - ii. Clients will have improved their level of functioning in at least two of the following areas
 - social and family relations;
 - psychiatric/emotional;
 - legal involvement;
 - financial/vocational; and,
 - health.
 - iii. Clients will have an established involvement with a self-help group or support groups or systems.
- b. The program will enhance the cultural identity and empowerment of African American families, and will report results of pre/post measure annually.

C. Contract Requirements Specific to Programs

1. Referral/Application Process:

Referrals are made directly to the PROVIDER program by COUNTY social workers or other community resources. The PROVIDER will manage its own screening and intake process, which shall provide access to service most efficiently.

The PROVIDER shall 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/Waiting List:

Priority shall be given to referrals from COUNTY social workers. Families with children shall receive top priority for admission. Referrals from COUNTY social work staff shall be admitted prior to referrals from other sources. PROVIDER shall manage program capacity and notify COUNTY when a waiting list becomes necessary. If program capacity is reached, PROVIDER shall first make alternative outpatient and case management services available to referred clients prior to establishing a waiting list. Priority for waitlist services is determined with the COUNTY.

3. Service Methods:

a. Service Definition:

Services provided under the terms of this contract include but are not limited to: screening, assessment/diagnosis; treatment plan development, monitoring and review; individual, group, couple and family counseling; case management; psychiatric and crisis intervention services; education; and referral to other needed services.

b. Frequency of Contact

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

c. Nature of Contact

Contact under this contract shall take place in the PROVIDER's office or in the community 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:

PROVIDER is open for services from 8:00 a.m. to 7:00 p.m., Monday-Thursday and Friday 8:00 a.m. to 5:00 p.m..

e. Length of Service:

The length of a treatment episode is tailored to individual client needs, with discharge based upon completion of client-identified goals.

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 the client's successful completion of services, or if the client or client and therapist together determine that services should be otherwise terminated.

6. Clients to be Reported:

Clients to be reported to COUNTY include children, youth, family members and significant others in the home who participate in the treatment process. All clients reported shall be registered with COUNTY.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements:

a. Program Certification

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

b. 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.

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.

JOURNEY MENTAL HEALTH CENTER, INC.
Dane County OWI Court – Outpatient Treatment
Program #11005

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Program #: 11005 – 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. Regular outpatient is less than six hours of service per person, per week.

1. Service Location

Services under this contract are provided at 49 Kessel Court, Madison, WI 53711.

2. Persons to be Served

a. Target Population

The target population includes only those individuals who have been admitted to the OWI Court Program. Individuals are admitted to the OWI Court Program who are more likely to re-offend and who pose an increased threat to the community due to their demonstrated behavior.

b. Eligibility Guidelines

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

- i. Adult (at least 18 years old); and
- ii. Dane County resident; and
- iii. Assessment finding of Dependency or Suspected Dependency; and
- iv. On probation; and
- v. Current participant in the OWI Court Program; or
- vi. Participation in activities under the direction and supervision of the Department of Corrections prior to participating in the OWI Court Program.

3. Federal and state requirements:

PROVIDER will comply with all federal and state requirements related to the funding source for this program including the OWI Court Grant from the State of Wisconsin.

B. Program Evaluation

1. Goals

The goals of the OWI Court Program are to offer participants an opportunity:

- a. to break the cycle of driving while intoxicated
- b. to improve their chance of a sober and healthy life
- c. to contribute to a safe community

2. Performance Indicators

- a. Less than 10% of OWI Court participants will consume alcohol while in treatment.
- b. More than 75% of OWI Court participants will complete treatment successfully.
- c. Less than 30% of OWI Court participants will be arrested for a subsequent OWI violation within two years of completion of OWI Court.

C. Contract Requirements Specific to Program

1. Referral/application process:

Only individuals who have volunteered to participate in the OWI Court Program and have been referred by the Clinical Assessment Unit (CAU) of the PROVIDER are eligible.

2. Capacity/Wait List:

PROVIDER capacity is identified in the contract Program Summary Form. PROVIDER will maintain a waiting list as needed and will communicate this need with the COUNTY and 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 provides outpatient treatment services for OWI Court participants. Services are individualized and based on a clinical assessment. Services include ongoing assessment/diagnosis, case planning, and counseling in group, individual, couple, and family settings. OWI Court Participants may voluntarily submit to naltrexone injections to facilitate abstinence during treatment.

b. Frequency of Contact

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

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 available between 8:00 a.m. and 7:00 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 client identified goals. The length of an individual participants' treatment should be communicated with the OWI Court Liaison.

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

Service is terminated upon successful completion of the DSP, or upon failure of the client to attend and participate in the required treatment sessions. Service may also be terminated by the OWI Court Program.

6. Clients to be Reported

All clients receiving service under this contract are to have a COUNTY client identification number assigned and reported by submitting the required statistical reports to the COUNTY. PROVIDER will cooperate with all other reporting requirements for OWI Court Participants, as determined by the COUNTY. The PROVIDER shall maintain regular communication with the coordinator and/or the case manager from the OWI Court.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Evaluation

PROVIDER agrees to actively participate in all evaluation activities as required by COUNTY. Such activities may include participation in:

- i. the development of data collection instruments, methodologies and systems and the release of such information to the evaluators;
- ii. participation in interviews for the purposes of subjective assessments, problem identification and policy development; and, participation in meetings, focus groups and feedback sessions related to the evaluation of the program.

b. Program Certification

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

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. 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.

Program Summary Form

Created: 10/10/2016 Revised:		Contract #: 83690 Division: Children Youth & Families	Provider: JOURNEY MENTAL HEALTH CENTER OF DANE COUNTY Funding Period: January 1, 2017 through December 31, 2017
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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.	9019	CYFADMHC	AMIFAA	Medicaid Billing Agent-CYF	702	0	0	\$ 1.39	31,537	\$ 43,837	\$ -	\$ 43,837	None
b.										\$ -	\$ -	\$ -	
c.										\$ -	\$ -	\$ -	
d.										\$ -	\$ -	\$ -	
e.										\$ -	\$ -	\$ -	
f.										\$ -	\$ -	\$ -	
g.										\$ -	\$ -	\$ -	
h.										\$ -	\$ -	\$ -	
i.										\$ -	\$ -	\$ -	
j.										\$ -	\$ -	\$ -	
Total										\$ 43,837	\$ -	\$ 43,837	

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

a.		
b.		
c.		
d.		
e.		
f.		
g.		
h.		
i.		
j.		

Standard Program Category (SPC) Code Description:	
a.	e.
b.	f.
	g.
	h.
	i.
	j.
	k.

Contract Manager(s)/Programs: Edjuana Ogden	Accountant(s)/Programs: Patty Hillebrand
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Journey Mental Health Center, Inc.
2017 SCHEDULE A PROGRAM REQUIREMENTS
Medicaid Billing Agent
For the Children Youth and Families Division
Program #9019

1. Service Description: The service purchased is defined as follows:
Standard Program Category (SPC) Code 702 Agency/Systems Management
The performance of management functions which are directed at the creation and operation of an effective, efficient, accountable, and accessible service delivery system.

Though this contract, the COUNTY is purchasing services that perform the function of billing agent for Crisis Intervention/Stabilization and In-home Treatment services. In addition, the COUNTY is purchasing direct keying functions for Medicaid (MA) Case Management related claims to the MA claims processor. The billing agent will be responsible for receiving data from Dane County and contracted purchase of service agencies, entering the data into an electronic format, submitting the data to the MA claims processor, resolving claims that are not accepted, resolving keying errors associated with the submission of claims and other related functions.

2. Goal: The goal of this program is to capture Medicaid revenue for the COUNTY for services provided to Medicaid eligible persons.
3. Performance Indicators:
Keying for Case Management entries to MA claims processor.
Process Crisis Intervention/Crisis Stabilization entries and related claims.
Process In-home Treatment entries and related claims.

Total estimated Medicaid billing entries 31,537

October 2016

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

ADDENDUM FOR PROVIDERS
SERVING FORWARDHEALTH BILLING FUNCTIONS

JOURNEY MENTAL HEALTH CENTER, INC.
CRISIS, CSP, CRS, IN HOME TREATMENT & CASE MANAGEMENT MEDICAID BILLING

Introduction: This Addendum sets forth security and confidentiality requirements for when a PROVIDER serves the function of doing MA billing on behalf of other providers of MA services who have contracts with COUNTY and use COUNTY's National Provider Identifier (NPI). The confidentiality of client information provided to PROVIDER by other providers of services for this purpose is protected by HIPAA Security and Privacy Rules. PROVIDER is functioning as a clearinghouse as defined by 45 CFR §160.103.

Billing Functions Affected: Case Management (CM), Community Support Program (CSP), Community Recovery Services (CRS), In Home Treatment (IHT), Crisis Intervention/Stabilization (CI/CS) and Personal Care (PC).

Requirements:

1. PROVIDER will have access to the Medicaid Web Based Portal known as ForwardHealth. Access is for claims entry, error correction and enrollment eligibility for one or more of the following services: case management, community support program, community recovery services, in home treatment, crisis intervention/stabilization and personal care. This access allows PROVIDER to see, correct and enter client claims or enrollment information for all clients in the Portal under the Dane County NPI number.
2. PROVIDER agrees to:
 - a. Maintain the confidentiality of all ForwardHealth client information unless otherwise authorized by the client or COUNTY;
 - b. Limit access to ForwardHealth Dane County Web Portal and client information from other providers for whom PROVIDER provides MA billing services, including claims and enrollment information, to only those staff who are serving the function of Clerk as defined by the ForwardHealth Account User Guide and to such Clerks' supervisor as needed to supervise Clerks' work;
 - c. Share ForwardHealth client information only when necessary for its billing function or as authorized by law;
 - d. Limit the number of staff performing this function to the minimum reasonably needed;
 - e. Designate one staff member as the Clerk Administrator as defined by the ForwardHealth Account User Guide;
 - f. Promptly send the COUNTY the names, telephone numbers, email addresses and extent of all current authorized access of the Clerk Administrator and all currently assigned Clerks;
 - g. Perform criminal background checks on all staff having access to client data through ForwardHealth;

- h. Promptly notify the COUNTY when the clerk administrator or any assigned clerk no longer needs access to the ForwardHealth Dane County Web Portal;
 - i. Comply with all requirements of the HIPAA Security and Privacy Rule, 45 CFR Part 164 and enter into a Business Associate Agreement with COUNTY and any provider for whom PROVIDER provides MA billing services.
 - j. Provide regular training to staff regarding the requirements of the HIPAA Security and Privacy Rule, 45 CFR Part 164.
 - k. Promptly notify the COUNTY of any situations in which there is a suspected breach in confidentiality or data security.
3. COUNTY will assign one or more Account Administrators and other staff to oversee the proper functioning and security of the MA billing process under COUNTY's NPI and will inform PROVIDER of any change of this assignment.
4. COUNTY will notify PROVIDER's Clerk Administrator of the initial Portal password once the Clerk Administrator has been set up in the web portal. The Clerk Administrator is responsible for changing his or her password on a regular basis per notification by the Portal. In the event a password is forgotten, the Administrator at the County shall be notified and will reset the password. The Clerk Administrator is responsible for adding, deleting and managing clerks. The Clerk Administrator will assign roles to clerks under their purview.

October 2016