

Contract Cover Sheet

Note: Shaded areas are for County Executive review.

Res 360
Significant

Department: HUMAN SERVICES	Contract/Addendum #: 83689																				
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"/>
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"/>																				
2. This contract is discretionary <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																					
3. Term of Contract or Addendum: 11/1/17 - 12/31/17																					
4. Amount of Contract or Addendum: \$ 11,134,933																					
5. Purpose: NA – Not required when Human Services signs. To award the professional service contract for 2017																					

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 **360 Sub 1**

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

16. Director's Approval: *Sydney Jean*

	a. Dane County Res. #	Approvals	Initials	Date
Human Services Only	b. HSD Res. ID#	g. Accountant	<i>[Signature]</i>	11/4/16
	c. Program Manager Name	h. Supervisor	<i>[Signature]</i>	11/7/16
	d. Current Contract Amount	i. To Provider	SL	11-7-16
	e. Adjustment Amount	j. From Provider	SL	11-15-16
	f. Revised Contract Amount	k. Corporation Counsel	DA	11-23-16

Contract Review/Approvals				Vendor
Initials	Ftnt	Date In	Date Out	Vendor Name/Address
<i>Mg</i> Received	_____	11-28-16	_____	Contact Person Phone No. E-mail Address
<i>[Signature]</i> Controller	_____	_____	11/29/16	
N/A Corporation Counsel	See "k" above	_____	_____	
<input checked="" type="checkbox"/> Risk Management	_____	11-29-16	11-29-16	
<i>Cac</i> Purchasing	_____	11/20/16	11/30/16	
_____ County Executive	_____	_____	_____	

Footnotes:
1.
2.

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

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: 11-27-16

Signed: [Signature]

Telephone Number 242-6469

Print Name: Dyan Green

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

Executive Summary (attach additional pages, if needed).

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

Date: 11-27-16

Signature: [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: 11-23-16

Signature: [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: 83689
Begin Date: 1/1/2017
Expiration Date: 12/31/2017
Authority: Res. NA
Maximum Cost: \$ 11,134,933.00
Number of Pages: 118
Corporation Counsel Approval: DA 11-22-16

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 25 Kessel Court, Ste 105, Madison WI 53711 for the purpose of:

- Shelter Care (SPC 205)
- Crisis Intervention (SPC 501)
- CBRF 9-16 Beds (SPC 506.64)
- Outpatient, Regular (SPC 507.00)
- Counseling and Therapeutic Resources (SPC 507.03)
- Community Support (SPC 509)
- Community Recovery Service (SPC 511)
- Intake Assessment (SPC 603)
- Case Management (SPC 604)
- Supported Employment (SPC 615)
- Agency Systems Management (SPC 702)
- Day Treatment - Medical (SPC 704)

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

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

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

[End of Page]

I. **TERM.**

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

II. **SERVICES.**

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

SECTION A
(Non-Discrimination)

III. **NON-DISCRIMINATION.**

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

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

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

IV. AFFIRMATIVE ACTION.

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

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

VI. BILINGUAL SERVICES.

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

VII. CIVIL RIGHTS COMPLIANCE.

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

VIII. EQUAL BENEFITS REQUIREMENT.

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

IX. EQUAL OPPORTUNITY NOTICE.

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

SECTION B
(General Terms)

X. ASSIGNMENT AND TRANSFER.

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

XI. CONFIDENTIALITY.

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

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

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

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

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

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

XII. COOPERATION.

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

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

XIV. DELIVERY OF NOTICES.

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

XV. DISPUTE RESOLUTION.

A. **Good Faith Efforts.** In the event of a dispute between PROVIDER and COUNTY involving the interpretation or application of the contents of this Agreement, PROVIDER and COUNTY agree to make good faith efforts to resolve grievances informally.

B. **Formal Procedure.** In the event informal resolution is not achieved, COUNTY and PROVIDER shall follow the following procedure to resolve all disputes:

Step 1: PROVIDER's Chief Executive Officer shall present a description of the dispute and PROVIDER's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting PROVIDER's position. Failure to timely provide said document constitutes a waiver of PROVIDER's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, COUNTY's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: PROVIDER's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to COUNTY's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

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

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

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

C. **Client Grievance Procedure.**

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

XVI. EMERGENCY PLANNING.

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

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

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

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

XVII. FAIR LABOR STANDARDS COMPLIANCE.

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

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

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

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

XVIII. INDEMNIFICATION BY PROVIDER.

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

XIX. INSURANCE.

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

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

4. **Workers' Compensation.**
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.
 5. **Umbrella or Excess Liability.**
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.
- B. **PROVIDER Prohibited from Waiving COUNTY's Right to Subrogation:** When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance.
 - C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
 - D. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
 - E. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
 - F. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.

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

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

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

XXI. LIVING WAGE.

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

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

XXII. NO WAIVER OF RIGHT OF RECOVERY.

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

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

XXIV. PENALTIES.

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

XXV. RECORDS.

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

XXVI RENEGOTIATION.

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

XXVII. TERMINATION, SUSPENSION AND/OR MODIFICATION.

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

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

SECTION C
(Financial Terms)

XXVIII. FINANCIAL PROVISIONS.

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

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

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

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

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:

Programs 10070, 1303, 6061, 3645, 3646, 6064, 6065,
10670, 9190, 9002

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

Programs 6116, 3659, 6098, 10591, 6124, 6057, 6059,
10804, 10736, 10735

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

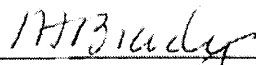
(Contract Construction and Legal Process)

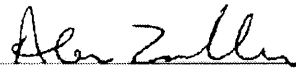
XXX. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- 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: 11/21/2016 
Print Name and Title of Authorized Agent: Lynn A. Brady - COO

Date Signed: 11-21-16 
Print Name and Title of Authorized Agent: Alan Zoellner - CFO

Registered Agent's Name: _____
Agent's Address: _____

FOR COUNTY:

Date Signed: 11-27-16 
LYNN M. GREEN, Director of Human Services
(when applicable)

Date Signed: _____ _____
JOE PARISI, County Executive
(when applicable)

Date Signed: _____ _____
SCOTT MCDONELL, County Clerk
(when applicable)

Exhibit I

GENERAL FEATURES FOR ADULT MENTAL HEALTH SYSTEM - 2017

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

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

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

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

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

Created: 10/10/16 Revised:	Contract #: 83689 ✓ Division: Adult Community Services		Provider: Journey Mental Health Center Funding Period: January 1, 2017 through December 31, 2017 ✓										
Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.													
Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 4563	6116	ACFCSMHC	CSCPAA	Forward Solutions	509	150	0	✓ 89.09	✓ 18,882	✓ \$ 1,682,262		\$ 1,682,262	600/610
b. 10798	6116	ACFCSMHC	CSCPAA	CSP CRS	511	40	0	✓ 74.65	✓ 1,072	✓ 80,000		\$ 80,000	600/610
c. 3659	3659	ACICSMHC	CSCTAA	Community Treatment Alternatives	509	93	0	✓ 95.81	✓ 7,724	✓ \$ 740,007		\$ 740,007	600/610
d. 12159	6116	ACFCSMHC	CSCPAA	PROPS	509	25	20	✓ 74.65	✓ 1,527	✓ \$ 114,000		\$ 114,000	600/610
e. 12174	6116	ACFCSMHC	CSCPAA	Gateway	509	150		✓ 89.09	✓ 18,615	✓ \$1,658,462		\$1,658,462	600/610
f.												\$ -	
g.												\$ -	
h.												\$ -	
Total										✓ \$ 4,274,731		✓ \$ 4,274,731	

24

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

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

- a. Service hour is a client hour.
- b. Service hour is a client hour.
- c. Service hour is a client hour.
- d. Service hour is a client hour.
- e. Service hour is a client hour.
- f.
- g.
- h.
- i.
- j.

Standard Program Category (SPC) Code Description:

- a. 509=Community Support
- b. 511 = CRS
- c. 509=Community Support
- d. 509=Community Support
- e. 509=Community Support
- f.
- g.
- h.
- i.
- j.
- k.

Contract Manager(s)/Programs: Grabot@countyofdane.com Accountant(s)/Programs: Laura Yundt

SCHEDULE A

JOURNEY MENTAL HEALTH CENTER

COMMUNITY SUPPORT PROGRAMS and COMMUNITY RECOVERY SERVICES

- **FORWARD SOLUTIONS - Program 4563 - SPC 509**
- *GATEWAY – Program 12174 – SPC 509*
- **COMMUNITY TREATMENT ALTERNATIVES - Program 3659 - SPC 509**
- **COMMUNITY RECOVERY SERVICES - Program 10798 - SPC 511**
- *PROPS – Program 12159 – SPC 509*

I. DEFINITIONS

- A. "Community Support Program" means the provision of a network of coordinated care and treatment services to adults with serious and persistent mental illness and chronic alcoholic clients in a natural or supportive service setting by an identified provider and staff to ensure ongoing therapeutic involvement and individualized treatment in the community for the purpose of reducing the disabling effects of their mental illness or alcoholism and assisting clients to access and participate in the community. The service of case planning, monitoring and review as well as the activities involved in case management/service coordination are a required part of this program for every client. Services which must be available although not necessarily provided to each client are: assessment/diagnosis, eligibility determination, advocacy, education/training, counseling, psychotherapy, person locating, medical support, referral and transportation. Includes identifying persons in need of services, assisting with and training clients in all aspects of community functioning, crisis consultation, assistance with learning and performing daily living tasks, supervision of community work or educationally related activities, assistance with obtaining health care, assistance with acquiring and maintaining adequate housing, social/recreational activities, and coordinating services delivered by both CSP and other human service programs such as the Division of Vocational Rehabilitation, General Relief and Supplemental Security Income. Includes only activities delivered by designated CSP providers to persons with serious and persistent mental illness and chronic alcoholic persons.
- B. "Community Recovery Service" means a non-waiver, state Medicaid plan amendment benefit provided by a CRS certified County or Tribe or vendor. Any mental health agency offering this service and submitting the SPC 511 code must be specifically certified to deliver the CRS service. The goal of CRS is to provide services which enable mental health consumers to live in the least restrictive community environment available. CRS provides three distinct services across the lifespan for consumers having a severe and persistent mental illness:
- Community Living Supportive Services (activities necessary to allow individuals to live with maximum independence in community integrated housing),
 - Supported Employment (activities necessary to assist individuals to obtain and maintain competitive employment), and
 - Peer Supports (advocacy, information and support provided by Certified Peer Specialists).
- C. "Service units" are hours spent working with consumers.

II. PROVIDER'S OBLIGATIONS: PROVIDER shall:

- A. Maintain certification as Community Support Programs (CSPs) under Wisconsin

Administrative Code, DHS 63, for five treatment teams.

- B. Provide services from the following locations: Community Treatment Alternatives: 2000 Fordem Avenue, Madison, 53704, Forward Solutions: 1320 Mendota Street, Madison, 53714, and Gateway: 1423 Park Street, Madison, 53715.
- C. Provide two teams each within the Forward Solutions and Gateway programs, and one at Community Treatment Alternatives (CTA).
- D. *Add X FTEs to CTA to specifically work with individuals involved with jail diversion.*
- E. Serve individuals who meet DHS 63 eligibility *as determined by the Mental Health/Substance Abuse Functional Screen* and Levels 1 and 2 as determined by the Recovery Needs Level instrument.
- F. Employ Certified Peer Specialists within CSP program 10798 to provide specific Community Recovery Services as defined above.
- G. Provide the required services effectively and efficiently to meet industry standards.
- H. As specified under Wisconsin Administrative Code, DHS 63, complete both comprehensive assessments and signed consumer centered treatment plans within 30 days of admission.
- I. Designate an internal contact for each consumer within the program to coordinate internal programming.
- J. Provide comprehensive and continuous CSP services within the community using an interdisciplinary team employing a strengths-based approach, who act proactively as symptomatic behaviors increase, in order to assist consumers towards recovery.
- K. Collaborate with external vocational agencies to provide I.P.S. Supported Employment services, if PROVIDER lacks the capacity to provide this support internally.
- L. If outside agencies are providing employment supports, ensure the following components are present:
 - 1. Employment specialist shall be present during weekly mental health treatment team meetings.
 - 2. Employment specialist shall participate actively in treatment team meetings with shared decision-making.
 - 3. Employment specialist shall help the team develop employment services for people who have yet to be employed.
- M. Assume responsibility for ongoing work supports once a job placement has been secured and stabilized by the employment specialist.
- N. When the CSP consumer resides in an adult family home or group home, the PROVIDER'S designated case manager shall follow the service requirements of the Adult Family Home or Group Home program and meet the requirements of certification or licensure. PROVIDER shall develop treatment in conjunction with the home's staff in a timely manner plans and make available to the home providers.
- O. Ensure that consumers successfully learn and/or obtain necessary transportation services to meet individual, prioritizing needs for medical and court ordered services.

- P. Cooperate with COUNTY in gathering information for its performance indicators such as consumer satisfaction surveys and system performance measurements, including the number of inpatient days, jail recidivism, employment data and success in obtaining third party insurance/Medicaid.
- Q. *Separately track outcomes for individuals admitted to Forward Solutions from the former Mobile Outreach to Seniors Team (MOST).*

III. REFERRAL/APPLICATION PROCESS: PROVIDER shall:

- A. *Notify COUNTY when there is an opening. COUNTY will forward the referral on and PROVIDER shall make the determination as to who will be accepted and when the admission will occur according to the provisions of this Agreement.*
- B. *Exclude those individuals that are referred to and served by the CTA Program from the forensic Conditional Release (CR) program.*
- C. Determine eligibility for services based on the following criteria: Dane County residency, age 18 years or older, and meet required eligibility criteria as specified in Wisconsin Administrative Code, DHS 63, *and the Mental Health/Substance Abuse Functional Screen.*
- D. Prioritize consumers who are court ordered, require the most comprehensive services, manifest the highest need for placement in the program and are eligible under Wisconsin Administrative Code, DHS 63.
- E. Evaluate people who have a history of dangerousness in order to assure the safety of all parties involved. If PROVIDER determines it cannot serve a particular individual because of issues related to the person's dangerousness, PROVIDER shall meet with COUNTY as requested to discuss reasonable accommodations that may permit PROVIDER to serve the individual.
- F. Serve only consumers who receive or are eligible to receive Medicaid. Any other consumers must be pre-approved by COUNTY.

IV. REPORTING:

- A. PROVIDER shall complete specific DHS reports regarding its services, such as WIMCR and PPS data. COUNTY and PROVIDER will coordinate the completion of appropriate functional screens on all persons in the program.
- B. PROVIDER shall assist as requested by COUNTY in the administration of consumer surveys required by the COUNTY and/or State of Wisconsin as part of the reporting for the Mental Health National Outcome Measures (NOMS): CMHS Uniform Reporting System. PROVIDER shall submit to System (PPS) for Mental Health Services as required in Schedule C.
- C. PROVIDER shall report to COUNTY as requested to meet Wisconsin Medicaid Cost Reporting (WIMCR) requirements.

V. LENGTH OF SERVICE:

- A. PROVIDER may only terminate services following a mutual determination with COUNTY and the consumer that the consumer no longer needs services.
- B. Termination shall be based on the consumer's ability, stability and readiness to be more independent over a significant period of time as well as the PROVIDER's ability to serve

the consumer. PROVIDER shall not discharge an individual without arranging adequate supports unless approved by COUNTY.

VI. FINANACIAL:

- A. PROVIDER shall maximize the billing of Medicaid - CSP revenues by all means possible, including ensuring that consumers in participate in the STATE MA procurement program when they are working and do not have Medical Assistance.
- B. PROVIDER shall maximize collections from any third party insurance for services allowable by the insurer.
- C. PROVIDER shall meet all of the Medical Assistance State and County requirements for the billing of these services.
- D. PROVIDER shall not report services provided to individuals being served under the State funded forensic Conditional Release (CR) program under the COUNTY contract.
- E. PROVIDER shall pursue funding from the Division of Vocational Rehabilitation whenever possible and shall request COUNTY authorization to fund services when DVR funding ends.
- F. PROVIDER shall ensure the completion of a health insurance application for any uninsured individual. This includes applications for Medicaid, Presumptive Disability, marketplace health insurance or Patient Assistance Programs. PROVIDER will notify COUNTY when an application has been started but is not able to be completed and the reason for non-completion.
- G. *PROVIDER shall maximize collections from the State funded grant for the PROPS Program.*

VII. COOPERATION. PROVIDER shall:

- A. Comply with COUNTY on all "General Features For Adult Mental Health System - 2017," attached to the General Agreement as Exhibit 1.
- B. PROVIDER and COUNTY shall collaborate on implementing the Wisconsin Mental Health Substance Abuse Functional Screen for all CSP referrals and existing clients.

Sch A-jmhc-csp
gra
10-16

JOURNEY MENTAL HEALTH CENTER, INC.

SCHEDULE B - FISCAL

PROGRAM #'S 4563, 10798, 12159, 12174 AND 3659 – FORWARD, CSP CRS, PROPS, GATEWAY AND CTA

1. Regarding funding for program #'s 4563, 10798, 12159, 12174 & 3659:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 1,724,437		\$ 1,724,437
MH Block Grant	\$ 23,800		\$ 23,800
Community MH	\$ 330,613		\$ 330,613
MA CRS		\$ 80,000	\$ 80,000
MA CSP		\$ 2,115,881	\$ 2,115,881
Total	\$ 2,078,850	\$ 2,195,881	\$ 4,274,731

2. Regarding method of payment for program #'s 4563, 10798, 12159, 12174 & 3659:

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

PROVIDER shall submit monthly vouchers to COUNTY for the amount of Medicaid 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 Medicaid 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 Medicaid revenue earned by PROVIDER and paid to COUNTY.

3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
4. Regarding 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.

October 2016

Created: 10/10/16	Contract #: 83689	Provider: Journey Mental Health Center
Revised:	Division: Adult Community Services	Funding Period: January 1, 2017 through December 31, 2017

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Revenue e*	Total Cost	Reporting
a. 10070	ACFCRSDN	CVIPAA	205	Recovery House	205	114	4	228.60	904	\$ 206,653		\$ 206,653	600/610
b. 10071	ACFCRSDN	IPC HAA	205	Crisis Home Program	205	25	15	133.02	6450	\$ 858,062		\$ 858,062	600/610
c. 6357	ACFCRSDN	IPC HAA	702	Crisis Stabilization Program	702	1100	N/A	74.29	6534	\$ 485,458		\$ 485,458	600/610
d. 9220	ACFCRSDN	IPC HAA	702	Crisis Stab Emergency Fund	702	120	N/A	100.00	120	\$ 12,000		\$ 12,000	Itemized Report
e. 10591	ACFCRMHC	BCM HAA	506.64	Bayside Place	506.64	7	7	381.01	78	\$ 30,000		\$ 30,000	600/610
f. 1303	ACFCRMHC	CVEUAA	501	ESU-Crisis Intervention	501	1,419	0	121.60	15,250	\$ 1,854,411		\$ 1,854,411	600/610
g.												\$ -	
h.												\$ -	
Total											\$ 3,446,584	\$ -	\$ 3,446,584

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

a.	The section below is to be used to further define the information above. Unit is a day of service. Units estimated at 904 days (4 beds @ 62% occupancy).
b.	Funding includes payments to crisis home and AFH sponsors. All homes are either certified or licensed as Adult Family Homes or Community Based Residential Facilities. Cost of each placement is individually determined. Crisis Homes shall not exceed \$100 per day unless approved by County. Adult Family Home rates shall be determined by County and Rate setting tool. Any deviations from rate-setting tool shall be approved by County. Lengths of stay vary from one day to several months. Any crisis leading to placement shall be as defined in DHS 34 MA Crisis shall be Funding includes payment for staff to monitor the entire ACS MH MA C/CS program, clinical supervision oversight, and Outreach Workers. MA Crisis is billed for all eligible services. Service units are measured in hours.
c.	
d.	Service unit is one person receiving emergency funding from this account. Quarterly, the Provider will provide a detailed report showing how these funds were used. Refer to Schedule A for specification of use.
e.	Unit of service is a one day.
f.	Service unit is a client hour. Inpatient Diversion Specialist is part of this program. Provider shall fund 2.0 FTEs to work directly with the Madison Police Department.
g.	
j.	
Standard Program Category (SPC) Code Description:	
a.	205 - Shelter care
b.	205 - Shelter Care
c.	702 Systems Management
d.	702 - Systems Management
e.	506.64 = CBRF
f.	501 = Crisis Intervention
g.	
h.	
i.	
j.	
k.	
Contract Manager(s)/Programs: Grabot@countyofdane.com Accountant(s)/Progi: Laura Yundt	

221

**SCHEDULE A
JOURNEY MENTAL HEALTH CENTER**

**CRISIS STABILIZATION SERVICES: RECOVERY HOUSE, CRISIS HOMES and CRISIS
STABILIZATION ADMINISTRATION within the EMERGENCY SERVICES UNIT**

Program 10070 SPC 205 – Recovery House

Program 10071 SPC 205 – Crisis Homes

Program 6357 SPC 702 – Crisis Stabilization Program Administration

Program 9220 SPC 702 – Crisis Stabilization Emergency Fund

The primary goal of this Agreement is to coordinate and provide community based crisis stabilization services (as defined in Wisconsin Administrative Code DHS 34) to reduce the need for psychiatric inpatient treatment or institutionalization.

I. DEFINITIONS

- A. "Shelter Care" means the provision of short-term services, often under emergency conditions, in an alternative living setting or the home of another, to persons who need a temporary place to stay pending resolution of problems in their own home or until an appropriate living setting can be secured. Services may include, but are not limited to: supervision, dietary, and counseling/psychotherapy. Benefits include food and housing. Includes locating, arranging for, and monitoring placement in shelter care facilities. Includes care in unlicensed settings that serve as shelters (e.g., for victims of domestic or child abuse). Includes all care provided by a shelter care facility licensed under HSS-59 (formerly PW-CY-45). Includes 24 hour care of a person in the home of a friend, relative, or neighbor during the temporary absence of the regular caregiver (e.g., hospitalization of a parent).
- B. "Agency Systems Management" means the performance of management functions that are directed at the creation and operation of an effective, efficient, accountable, and accessible service delivery system. Includes public information and other services whose main purpose is administrative such as obtaining public input into agency plans and reports to governing boards and funding sources. For the purposes of this contract PROVIDER will be overseeing an array of crisis home placements throughout the system.
- C. "Crisis stabilization services" means performing assessments and utilizing multiple supervised living arrangements and related services to aid an eligible consumer.
- D. "Recovery House" is a 24/7 four (4) bed facility located at 5510 Forge Drive, Madison, WI., 53716.
- E. "Crisis Homes" are individualized CBRF or AFH placements within the community.
- F. "Unit of service" for crisis stabilization and administration means one hour of service provided to a consumer.
- G. "Unit of service" may be either an hour of service for service provision or per diem for residential placement.

II. PROVIDER'S OBLIGATIONS. PROVIDER shall:

- A. Maintain certification as an Emergency Mental Health Service Provider under Wisconsin Administrative Code DHS 34, Subchapter III and comply with all requirements of the certification.

- B. Implement, and oversee coordination of, **Medicaid (MA)** funded crisis stabilization services, including assessments, and for qualified consumers, crisis response plans, billing logs, daily documentation and clinical supervision.
 - a. **PROVIDER shall train all new MA crisis service providers, which includes DHS 34, paperwork requirements and the billing process.**
 - b. **PROVIDER shall receive and review all individual crisis response plans.**
 - c. **PROVIDER shall notify providers if any changes to the crisis response plans are needed.**
 - d. **PROVIDER shall maintain the billing portal and work with providers to address any concerns.**
 - e. **PROVIDER shall request a list of the designated Clinical Supervisor for each program that provides MA crisis funded services.**
 - f. **PROVIDER shall ensure that there is clinical supervision for every provider billing for crisis funded services and notify COUNTY of any issues.**
 - g. **PROVIDER shall provide system oversight through such things as system meetings, case consultation and training.**
 - h. **PROVIDER shall notify COUNTY and service provider if an individual does not meet a crisis level of service and together, strategize a different plan of care.**
- C. Maintain and direct mental health consumers called outreach workers who provide needed services to individuals throughout the mental health service system.
- D. Coordinate services from the PROVIDER's facility at 702 W Main Street, Madison, WI 53703. Services may be delivered within the community.
- E. Ensure consumers successfully obtain necessary transportation for medical and court ordered services.
- F. The Crisis Stabilization Coordinator shall be the designated contact for each individual.
- G. Work with COUNTY to develop and measure program performance indicators, such as the number of people who receive crisis stabilization services in lieu of hospitalization, the amount of Medical Assistance generated through the billing of Medicaid for services provided, timely transfer of individuals into longer term funding programs, maximized use of outreach workers across the system, and consistent follow-through with system coordination.
- H. Work with COUNTY to develop and measure individual performance outcomes, such as satisfaction, symptom reduction, meaningful activities and resource access.

III. REFERRAL/APPLICATION PROCESS. PROVIDER shall:

- A. Receive referrals and determine acceptance and date of admission.
- B. Ensure that individuals served are at least 18 years of age, residents of Dane County and in need of a crisis stabilization intervention as defined in Wisconsin Administrative Code DHS 34.
- C. Prioritize court ordered, COUNTY funded inpatient individuals and those at risk for psychiatric inpatient treatment.
- D. Respond to referrals for crisis funded services within two working days.

- E. Request COUNTY'S Mental Health Services Manager to mediate if there are any disputes pertaining to any aspect of services to individuals.
- F. Evaluate individuals who have a history of dangerousness to assure the safety of all parties involved. If PROVIDER determines it cannot serve a particular individual because of issues related to the individual's dangerousness, PROVIDER shall meet with COUNTY to discuss reasonable accommodations that may permit PROVIDER to serve the individual.

IV. REPORTING. PROVIDER shall:

- A. Complete monthly service report for Program 10070 and deliver to COUNTY by the 7th of each month.
- B. Submit a monthly report that includes an itemized detail of how the emergency fund, Program 6357, was used by the 20th of the following month.
- C. Report to COUNTY staff service hours to meet Wisconsin Medicaid Cost Reporting (WIMCR) requirements.

V. LENGTH OF SERVICE. PROVIDER shall:

- A. Determine length of service based on the individual's level of ongoing need, pursuant to the requirements of this *DHS 34 and this* Agreement.
- B. *Coordinate with COUNTY and other providers when alternate funding needs to be secured because the individual is no longer in immediate need of or qualifies for crisis stabilization services.*

VI. SYSTEMS MEETINGS/COORDINATION. PROVIDER shall:

- A. Perform all basic administrative duties necessary to achieve effective and efficient oversight of COUNTY's Crisis Stabilization Program to meet the requirements of DHS 34.
- B. Chair the Crisis Stabilization system meetings with providers of crisis funded services at least every two months to discuss Wisconsin Administrative Code DHS 34 programmatic and clinical issues.
 - a. Develop Crisis Stabilization systems meeting agendas in conjunction with COUNTY.
 - b. Ensure that attendance lists are completed and maintained.
- C. Train and orient new providers of crisis funded services and provide ongoing information and program updates to existing providers of crisis funded services.
- D. Coordinate or perform face to face programmatic clinical supervision, assessing quality of services and case notes related to those services, accuracy of billing logs and individuals' continued need for services.
- E. Inform and discuss with COUNTY MA crisis funded placements that exceed six (6) months.

- F. In conjunction with COUNTY *and the individual's service provider*, develop a plan that matches funding with eligibility for individuals who no longer meet DHS 34 definition of being in a crisis.
- G. Annually collect a staff training log from all providers of crisis funded services.
- H. Notify COUNTY of any *Providers'* non-compliance with DHS 34 standards.
- I. *Inform Providers when documentation is needed for County, State or CMS audits and make staff available as needed to respond to auditor requests.*
- J. Meet with COUNTY quarterly, or upon COUNTY request, to discuss reporting, funding availability for consumer services, and other issues that are pertinent to the implementation of this Agreement.

VII. **FINANCIAL.** PROVIDER shall:

- A. Meet all of the MA and Medicare State and County requirements for the billing of these services.
- B. Bill all third party insurers for the provision of any billable service.
- C. Bill MA whenever possible and in accordance with Wisconsin Administrative Code DHS 34.
- D. Oversee all of the MA Crisis billing for the COUNTY POS providers, assuring compliance with both MA and DHS 34 certification requirements.
- E. Process all of the providers of crisis funded services' billing logs and submit claims weekly. PROVIDER shall assist in resolving any questions or concerns.
- F. Ensure completion of a health insurance application for any uninsured individual. This includes applications for Medicaid, Presumptive Disability, marketplace health insurance or Patient Assistance Programs.
- G. Notify COUNTY when an application has been started but is not able to be completed and the reason for non-completion.
- H. \$12,000 is included within the budget for emergency consumer expenses related to crisis management. PROVIDER shall use this fund only for emergent needs that facilitate inpatient diversion and cannot be funded any other way. Allowable expenses include the following: one to two day residential stays, bus pass, cab voucher and gas card. PROVIDER shall request COUNTY authorization to fund any other expense.

VII. **COOPERATION.** PROVIDER shall:

Comply with COUNTY on all "General Features For Adult Mental Health System - 2017," attached to the General Agreement as Exhibit 1.

SCHEDULE A
Journey Mental Health Center

BAYSIDE PLACE CARE CENTER within the EMERGENCY SERVICES UNIT
Program 10591 SPC 506.64 (9-16 beds)

The primary goal of this Agreement is to provide an intensive, 24 hour awake, supportive community supervised living service to consumers who may otherwise be on an inpatient unit, at a local hospital or institution; to be achieved either by a diversion from inpatient or a return from inpatient to the community in a safe and structured environment.

I. DEFINITIONS:

- A. "Community Based Residential Facility" provides services to clients for purposes of providing needed care or support and/or ameliorating personal, social, behavioral, mental, developmental, or alcohol and drug abuse disorders. Services include, but are not limited to: planning for, arranging, and monitoring placement in CBRF, medication monitoring and administration, supervision, non-medical AODA care, counseling, psychotherapy, food, dietary issues, housing, service coordination and discharge planning. (SPC 506.64)
- B. "Bayside Place Care Center" is a twelve bed Community Based Residential Facility (CBRF) located at 702 W Main Street, Madison, Wisconsin, 53703, intended to provide 24/7 awake residential stabilization services to individuals requiring mental health treatment who are in crisis, for the purpose of inpatient diversion.
- C. A "unit of service" is one day of care provided to one consumer.

II. PROVIDER'S OBLIGATIONS: PROVIDER shall:

- A. *Provide days of service only to individuals who were admitted and remain in the Program as of midnight December 31, 2016.***
- B. *Limit units of services to no more than what is contracted and specified on the Program Summary Form.***
- C. Provide appropriate staff, including, but not limited to, adequate and appropriately trained medical and psychiatric staff, and other necessary clinically trained mental health professionals.
- D. Provide or facilitate the following services:
 - 1. Assessment, evaluation and referral
 - 2. Medication supervision and administration
 - 3. Symptom management and stabilization
 - 4. Counseling
 - 5. Skill development
 - 6. Day and evening programming
 - 7. Personal care assistance
 - 8. Transportation
 - 9. Benefit application and counseling

- E. Develop individual, consumer centered response plans and have the plans signed by the consumer. Make a copy of the response plan available to COUNTY upon request.
- F. Keep accurate and appropriate case note documentation on all consumers that relate back to the response plan.
- G. Provide each consumer a designated staff contact to coordinate internal programming.
- H. Ensure that consumers successfully obtain necessary transportation for medical appointments and court ordered services.
- I. Ensure the completion of a health insurance application for any uninsured individual. This includes applications for Medicaid, Presumptive Disability, marketplace health insurance or Patient Assistance Programs.
- J. Notify COUNTY when an application has been started but is not able to be completed and the reason for non-completion.
- K. Work with consumers' case managers and other significant individuals and entities to coordinate care to achieve maximum consumer stabilization.
- L. Establish and maintain working arrangements with all other relevant agencies or community support systems that could provide support for consumers.
- M. Coordinate plans and maximized use of system wide resources so that individuals have access to services upon discharge.
- N. Meet all State CBRF requirements.

III. **REPORTING:** PROVIDER shall:

- A. Provide a copy of the annual license renewal to COUNTY upon request.
- B. Complete service logs daily and submit them weekly to the Journey Mental Health Center Crisis Stabilization Unit.
- C. Meet all of the reporting requirements of Wisconsin Administrative Code DHS 34.
- D. Report to COUNTY as requested to meet Wisconsin Medicaid Cost Reporting (WIMCR) requirements.

VI. **FINANCIAL:** PROVIDER shall:

- A. Bill all third party insurers, including Medical Assistance and Medicare for the provision of any billable service.
- B. Meet all of the Medical Assistance and Medicare State and County requirements for the billing of these services.

- C. Ensure completion of all appropriate applications, such as Medicaid, presumptive disability, health insurance, prescription assistance (PAP), long term residential services and case management are completed.

VII. COOPERATION: PROVIDER shall:

Comply with COUNTY on all "General Features For Adult Mental Health System – 2017," attached to the General Agreement as Exhibit 1.

Sch A-JMHC-Bayside Place
Gra 10 - 16

**SCHEDULE A
JOURNEY MENTAL HEALTH CENTER**

CRISIS UNIT within the EMERGENCY SERVICES UNIT

Program 1303 SPC 501 – Crisis Unit

I. DEFINITIONS:

- A. "Crisis Intervention - Crisis Unit" means the provision of services to individuals in the general public who are experiencing emergencies that 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. Services to individuals and the community at large include but are not limited to counseling/psychotherapy, supervision, general physical health, transportation, and referral. Includes 24 hour hot lines, crisis response teams and extra hour staffing for handling emergencies only when the program provider is specially organized for this purpose, and are designed to serve the general public rather than specific client groups.
- B. "Unit of service" means a staff hour related directly to service provision.

II. PROVIDER'S OBLIGATIONS. PROVIDER shall:

- A. Maintain certification as an Emergency Mental Health Service Provider under Wisconsin Administrative Code DHS 34, Subchapter III and comply with all requirements of the certification.
- B. Provide a 24/7/365 mental health/suicide prevention service, which includes the ability to provide face-to-face and telephone intervention in psychiatric emergencies, within its Crisis Unit at Journey Mental Health Center, 702 West Main Street.
- C. Provide education to law enforcement and the community on the role of the Crisis Unit, how to appropriately respond to mental health emergencies and the voluntary/involuntary process.
- D. Maintain the ability to be mobile for 24/7/365, which may include regularly scheduled staff and a pool of on-call trained clinicians.
- E. Triage all calls as needed and make linkages to existing service and funding providers.
- F. Act as the primary source of consultation for law enforcement officers, corporation counsels and other mental health/ human service workers when responding to psychiatric emergencies and requests for involuntary psychiatric hospitalization.
- G. Utilize the COUNTY's **Levels of Care Guidelines** document to make decisions regarding appropriate level of care needed.
- H. Provide written inpatient authorizations, specifying the number of approved days, to all COUNTY funded voluntary psychiatric hospital admissions.
- I. Provide written inpatient authorizations for all involuntary admissions to either Mendota or Winnebago Mental Health Institutes.

- J. Notify any insurer, immediately after an involuntary admission has been authorized, informing the insurer of their responsibility for their subject, such as providing primary oversight, follow along responsibility and funding up to the maximum benefit available.
- K. Notify Dean Medical by FAX (294-6034) whenever a funding authorization is completed for an uninsured admission to the psychiatric unit at Saint Mary's Hospital.
- L. Contact the County of origin's Wisconsin Statutes Chapter 51.42 Board for any non-Dane County individual who is admitted to an inpatient setting within Dane County on an involuntary basis, within 24 hours, for the purposes of notification, assurance of Dane COUNTY funding responsibility up to 72 hours, and transfer of funding responsibility to the County of Origin.
- M. Make decisions about residency based on **DMHSAS Numbered Memo 2015-01**.
- N. Notify COUNTY of any out-of-state or out-of-county involuntary admission for whom COUNTY funding may be requested. Any special details surrounding these admissions shall be communicated in writing or by phone.
- O. Consult with COUNTY on any diagnostic issues, questions or disputes that arise in determining funding for an inpatient admission or inpatient diversion.
- P. Contact COUNTY and initiate a formal review including all parties when PROVIDER's decision regarding inpatient funding is contested. The final funding decision will be submitted to all the involved parties in writing by the COUNTY's Mental Health Services Manager.
- Q. Assign and maintain a specific full time staff person who's responsibility is to monitor the treatment and discharge planning for all COUNTY funded authorized **adult** admissions to local hospitals and the Mendota and Winnebago Mental Health Institutes. **Discharge coordination shall occur for any of the individuals that COUNTY funds at the local hospitals and institutes. This includes individuals ordered under the following: civil commitment, settlement agreements, guardianship, protective services and protective placements for whom mental illness or substance abuse is the primary diagnosis.**
- R. Ensure that all relevant parties are actively involved in discharge planning and communicating with each other.
- S. Facilitate meetings, at least quarterly, with the hospitals and COUNTY to discuss reporting, funding availability, individual services, and other issues that are pertinent to the implementation of this Agreement.
- T. Communicate regularly with COUNTY regarding inpatient services.
- U. Report any difficulty developing or procuring aftercare services to COUNTY.
- V. Never authorize electroconvulsive treatments.
- W. Comply with the **Process for Review of Chapter 51 Commitment Extensions**.
- X. Ensure the implementation of all court ordered services and other aspects of Wisconsin Statutes Chapter 51 **as it pertains to the involuntary process, individual rights, and aftercare services. This includes individuals ordered under the following: civil commitment, settlement agreements, guardianship, protective services and protective placements.**

- Y. Work with the court, corporation counsel, law enforcement and providers to monitor and assure treatment compliance throughout the civil commitment period.
- Z. *Conduct assessments for Crisis Homes and Recovery House as needed and forward to the specific facility for admission.*
- AA. *Work closely with Tellurian when assessing that an individual needs the level of care of a care center.*
- BB. Formulate and implement proactive and assertive crisis and response plans for all individuals in accordance with Wisconsin Administrative Code DHS 34, subchapter III certification.
- CC. Provide limited case management and medication services for indigent individuals who are stabilizing following a crisis and cannot receive this service elsewhere.
- DD. Make referrals to existing providers to facilitate longer term service access. PROVIDER shall notify COUNTY of any difficulty with the transfer of services to longer term, on-going, non-emergency programs or services.
- EE. Ensure that its primary service delivery is short-term, focuses on the immediate resolution of the presenting issue and generally does not exceed 90 days.
- FF. *Assign and maintain two FTEs to work closely with Madison Police and be the liaison between the law enforcement agencies and the treatment system.*
- GG. Facilitate meetings, at least quarterly, with law enforcement, legal representatives, service providers, COUNTY and other appropriate parties, to address forensic related issues and mental health services.
- HH. Enhance the well-being and stability of individuals in crisis and return to a non-crisis status as quickly as possible.
 - II. Maximize the use of inpatient diversion options in lieu of hospitalization.
 - JJ. Minimize the number of hospital or institutional admissions and lengths of stay and
 - KK. incarcerations.
 - LL. Link unconnected individuals to existing service providers.
- MM. Maximize Medical Assistance generated.

III. **REFERRAL and APPLICATION PROCESS.** PROVIDER shall:

- A. Take all referrals directly and complete any application process that may be appropriate.
- B. Prioritize individuals who are in crisis, have no ability to pay and are not connected with another provider or insurer.
- C. Maintain capacity at all times.
- D. Approve the following persons for service:
 - 1. Dane County residents who are experiencing a serious mental health crisis.

2. Any persons in Dane County who are being considered for involuntary psychiatric inpatient treatment or who are the subject of any request for COUNTY funded psychiatric inpatient treatment.
3. All consumers of Journey Mental Health Center during off-hour emergencies.

IV. COUNTY'S OBLIGATIONS.

- A. In accordance with COUNTY's Level of Care Guidelines, COUNTY shall delegate to PROVIDER its approval authorization for requests for COUNTY funded voluntary and involuntary psychiatric hospitalizations.

V. REPORTING. PROVIDER shall:

- A. Report all people served under an involuntary or COUNTY funded voluntary inpatient admission. PROVIDER shall notify other Counties of non-Dane County residents in order to facilitate transfer of care.
- B. Report to COUNTY as requested to meet Wisconsin Medicaid Cost Reporting (WIMCR) requirements.
- C. Complete an annual satisfaction survey, using the COUNTY approved Wisconsin southern regional Crisis Services Satisfaction Survey, and deliver to COUNTY with the fourth quarterly report.
- D. Route documents received from the courts via fax. Requests for statistical reports will be routed through the Records Center, preferably via e-mail at Dane.courtrecords@wicourts.gov, or via fax at 267-8859.

VI. FINANCIAL. PROVIDER shall:

- A. Authorize inpatient funding for psychiatric inpatient services. COUNTY will not fund *electroconvulsive treatments*, medical procedures or services.
- B. Ensure a health insurance application is completed for any uninsured individual. This includes applications for Medicaid, Presumptive Disability, marketplace health insurance or Patient Assistance Programs.
- C. Notify COUNTY when a health insurance application has been started but is not able to be completed and the reason for non-completion.
- D. Bill all third party insurers for the provision of any billable service.
- E. Meet all of the Medical Assistance and Medicare State and County requirements for the billing of these services.

VII. ACKNOWLEDGEMENTS.

PROVIDER will be the COUNTY's designated authority to authorize funding for short-term mental health inpatient admissions. Therefore, PROVIDER agrees that the features referencing PROVIDER in all the COUNTY's existing inpatient contracts as well as the Inter-Agency Agreement between COUNTY, PROVIDER, and Mendota/Winnebago Mental Health Institutes, are binding upon PROVIDER.

VIII. COOPERATION. PROVIDER shall:

Comply with COUNTY on all "General Features For Adult Mental Health System - 2017," attached to the General Agreement as Exhibit 1.

Sch A-jmhc-esu
gra
10-16

JOURNEY MENTAL HEALTH CENTER, INC.

SCHEDULE B - FISCAL

PROGRAM #'S 10071 AND 6357 – CRISIS HOME AND CRISIS STABILIZATION PROGRAMS

1. Regarding funding for Crisis Home Program #'s 10071 & 6357:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 82,990		\$ 82,990
SSI	\$ 89,849		\$ 89,849
MA Crisis		\$ 1,170,681	\$ 1,170,681
Total	\$ 172,839	\$ 1,170,681	\$ 1,343,520

2. Regarding method of payment for Crisis Home Program #'s 10071 & 6357:

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

PROVIDER shall submit monthly vouchers to COUNTY for the amount of MA Crisis 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 Crisis 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 Crisis revenue earned by PROVIDER and paid to COUNTY.

3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
4. Regarding 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.
SCHEDULE B - FISCAL
PROGRAM # 9220 – CRISIS STABILIZATION EMERGENCY FUND

1. Regarding method of payment:

- A. Payment to the PROVIDER will be in the amount of actual costs incurred, up to the contract amount for this program. PROVIDER shall submit, on a quarterly basis, a detailed report of actual expenses along with the COUNTY's payment voucher.

October 2016

JOURNEY MENTAL HEALTH CENTER, INC.
SCHEDULE B - FISCAL
PROGRAM # 10591 – BAYSIDE PLACE

1. Regarding funding for Bayside program # 10591:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 12,000		\$ 12,000
MA Crisis		\$ 18,000	\$ 18,000
Total	\$ 12,000	\$ 18,000	\$ 30,000

2. Regarding method of payment for Bayside program # 10591:

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

PROVIDER shall submit monthly vouchers to COUNTY for the amount of Medicaid 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 Medicaid 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 Medicaid revenue earned by PROVIDER and paid to COUNTY.

- 3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
- 4. Regarding 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.

October 2016

Program Summary Form

Created: 10/10/16 Revised:		Contract #: 83689 ✓ Division: Adult Community Services	Provider: Journey Mental Health Center Funding Period: January 1, 2017 through December 31, 2017 ✓										
Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.													
Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a.	3979	6124	ACFCLMHC	AMKAAA	Kajsiab House-MA rev.	507.03	80	na	✓ 68.52	✓ 7,298	✓ 500,056	\$ 500,056	600/610
b.	10927	6124	ACFCLMHC	AMKAAA	Kajsiab House-MA rev.	604	80	na	✓ 68.52	✓ 1,605	✓ 110,000	\$ 110,000	600/610
c.	1290	6057	ACFACMHC	AMAPAA	SEA-C/TR	507.03	100	0	✓ 34.88	✓ 2,924	✓ 101,983	\$ 101,983	600/610
d.	1291	6057	ACFACMHC	AMAPAA	SEA-Case Mgmt.	604	30	0	✓ 14.92	✓ 700	✓ 10,443	\$ 10,443	600/610
e.												\$ -	
f.												\$ -	
g.												\$ -	
h.												\$ -	
i.												\$ -	
j.												\$ -	
Total											\$ 722,482	\$ 722,482	

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

- a. Service hour is a client hour.
- b. Service hour is a client hour.
- c. Service hour is a client hour.
- d. Service hour is a client hour.
- e.
- f.
- g.
- h.
- i.
- j.

Standard Program Category (SPC) Code Description:

- a. 507.03 = counseling and therapist
- b. 604 = Case Management
- c. 507.03 = counseling and therapist
- d. 604 = Case Management
- e.
- f.
- g.
- h.
- i.
- j.
- k.

Contract Manager(s)/Programs: Grabot@countyofdane.com Accountant(s)/Programs: Laura Yundt

SCHEDULE A
JOURNEY MENTAL HEALTH CENTER
SOUTHEAST ASIAN SERVICES
Program 1290 SPC 507.03 – Cambodian Temple
Program 1291 SPC 604 – Cambodian Temple
Program 3979 SPC 507.03 – Kajsiab House
Program 10927 SPC 604 – Kajsiab House

The general goal of this program is to provide counseling/therapeutic resource mental health treatment and support services to Southeast Asian adults at risk for psychological deterioration due to untreated mental health problems/ mental illness within a culturally-specific service environment

I. DEFINITIONS:

- A. "Counseling and Therapeutic Resources" means the provision of a service involving the use of verbal communication with program participants or the family members or guardians to assist them in making decisions about their lives. May also involve the provision of consultation services to provide expert information on some aspect of the program participants' life situation. Consultations may focus on challenging behaviors, communications, dietary issues and any other topic that directly relates to improving the participants health, safety or welfare and/or quality of life. This subprogram may also involve the provision of any of a variety of recognized activity therapies.
- B. "Case Management" means 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/diagnosis; case planning, monitoring and review; advocacy; and referral. If the case management activity is limited to managing service received in a single program, such case management is considered an integral but subordinate part of that program, rather than case management as defined here, which must relate to all services and supports the client receives.
- C. Report counseling/therapeutic resource service units in hours spent working with consumers. For case management, PROVIDER shall report a staff hour spent directly with or on behalf of the consumer.

II. PROVIDER'S OBLIGATIONS: PROVIDER shall:

- A. Provide culturally sensitive and relevant case management and support services to ***Dane County residents*** who are refugees and others of Southeast Asian heritage requiring mental health services.
- B. Offer two facilities at which services can be provided to the Hmong population. These include ***25 Kessel Court, Madison, 53711*** and Kajsiab House, at 3518 Memorial Drive, Madison, 53704.
- C. Offer services to Southeast Asian refugees in numerous locations, ***49 Kessel Court*** or the Cambodian Temple, 1848 County Road MM, Oregon, WI 53575.
- D. At and through Kajsiab House, provide a variety of mental health day service programming in a culturally sensitive manner in keeping with the traditions, values, and beliefs of the Hmong community within a therapeutic community center.
- E. Through the Cambodian Temple Program, provide the same services, specific to the Cambodian culture.

- E. Through the Cambodian Temple Program, provide the same services, specific to the Cambodian culture.
- F. Provide referrals to culturally-relevant resources and services that encourage the cultivation of natural support system.
- G. Cooperate with and assist the Crisis Stabilization Program regarding crisis stabilization authorization, funding, service delivery and reporting requirements.
- H. Facilitate consumers successfully learning and/or obtaining necessary transportation services to meet individual needs, especially for medical and court ordered services. Many individuals will drive their own vehicles, use Madison Metro or other means available to them.
- I. Provide its services effectively and efficiently to meet the industry standard.
- J. Cooperate with COUNTY in gathering information for its performance measures, including consumer satisfaction surveys and system measurements such as number of inpatient days, jail recidivism, homelessness and third party insurance/Medicaid reimbursement.

III. REFERRAL/APPLICATION PROCESS:

- A. Referrals shall be made directly to PROVIDER. PROVIDER shall make the determination as to who will be accepted and when the admission will occur, according to the provisions of this Agreement.
- B. PROVIDER shall maintain a wait list, including both the number of people waiting to receive services and the length of time on the wait list.
- C. PROVIDER shall evaluate people who have a history of dangerousness in order to assure the safety of all parties involved. If PROVIDER determines it cannot serve a particular individual because of issues related to the person's dangerousness, PROVIDER shall meet with COUNTY as requested to discuss reasonable accommodations that may permit PROVIDER to serve the individual.

IV. REPORTING:

- A. PROVIDER shall report every consumer served under this contract to COUNTY.
- B. When providing MA Crisis funded services, PROVIDER shall complete service logs and submit them electronically to the Journey Mental Health Center Crisis Stabilization Unit on a weekly basis. PROVIDER shall meet all of the reporting requirements of Wisconsin Administrative Code DHS 34.
- C. Report to COUNTY as requested to meet Wisconsin Medicaid Cost Reporting (WIMCR) requirements.

V. LENGTH OF SERVICE:

- A. Duration of service may vary from being short-term to ongoing, and shall be based on the clinical needs of the consumer.
- B. Service termination may only occur based on PROVIDER and consumer mutual agreement. COUNTY shall mediate any disputes regarding service termination.

VI. FINANCIAL: PROVIDER shall:

- A. Bill Medicaid and any other third party funders wherever possible for in-home treatment and crisis stabilization services to maximize funding for the services provided through this contract.
- B. Meet all Medical Assistance and State and County requirements for the billing of these services.
- C. Ensure the completion of a health insurance application for any uninsured individual. This includes applications for Medicaid, Presumptive Disability, marketplace health insurance or Patient Assistance Programs.
- D. Notify COUNTY when an application has been started but is not able to be completed and the reason for non-completion.

VII. COOPERATION. PROVIDER shall: Comply with COUNTY on all "General Features For Adult Mental Health System – 2017," attached to the General Agreement as Exhibit 1.

Sch A-jmhc-seap
gra
10 -16

JOURNEY MENTAL HEALTH CENTER, INC.

SCHEDULE B - FISCAL

PROGRAM GROUP # 6124 – KAJSIAB HOUSE

1. Regarding funding for Kajsiab House program group # 6124:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
MA Case Mgmt		\$ 10,000	\$ 10,000
MA Crisis		\$ 600,056	\$ 600,056
Total	\$ -	\$ 610,056	\$ 610,056

2. Regarding method of payment for Kajsiab House program group # 6124:

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

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

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

3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
4. Regarding 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.
SCHEDULE B - FISCAL
PROGRAM GROUP # 6057 – SOUTHEAST ASIAN C/TR & CM

1. Regarding funding for Southeast Asian program group # 6057:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 31,919		\$ 31,919
MA IHT		\$ 50,507	\$ 50,507
MA Crisis		\$ 30,000	\$ 30,000
Total	\$ 31,919	\$ 80,507	\$ 112,426

2. Regarding method of payment for Southeast Asian program group # 6057:

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

PROVIDER shall submit monthly vouchers to COUNTY for the amount of Medicaid 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 Medicaid 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 Medicaid revenue earned by PROVIDER and paid to COUNTY.

- 3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
- 4. Regarding 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.

Created: 10/10/16	Contract #: 83689 ✓	Provider: Journey Mental Health Center
Revised:	Division: Adult Community Services	Funding Period: January 1, 2017 through December 31, 2017 ✓

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting	
a. 1308	6059	ACFCTMHC	DMDSAA	Yahara House Day Service	704	152	0	✓ 11.59	✓ 33,897	\$ 392,873	✓	\$ 392,873	600/610	
b. 1309	6059	ACFCLMHC	CMYHAA	Yahara House Case Mgmt.	604	142	0	✓ 73.53	✓ 1,795	\$ 131,984	✓	\$ 131,984	600/610	
c. 1310	6059	ACFSEMHC	SEYHAA	Yahara House Supp. Employ.	615	20	20	✓ 92.56	✓ 397	\$ 36,745	✓	\$ 36,745	600/610	
d. 10647	6059	ACFSEMHC	SEYHAA	Yahara House CRS	511	13	13	✓ 105.04	✓ 286	\$ 30,000	✓	\$ 30,000	600/610	
e.												\$ -		
f.												\$ -		
g.												\$ -		
h.												\$ -		
Total											\$ 591,602	\$ -	\$ 591,602	

53

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

a.	The section below is to be used to further define the information above.
b.	Service unit is a staff hour.
c.	Service unit is a client hour.
d.	Service unit is a staff hour.
e.	Service unit is a staff hour.
f.	Service unit is exclusively for consumers receiving I.P.S. Supported Employment services
g.	
h.	

Standard Program Category (SPC) Code Description:

- a. 704 = Day Service
- b. 604 = Case Management
- c. 615 = Supported Employment
- d. 511 = Community Recovery Ser
- e.
- f.
- g.
- h.
- j.
- k.

Contract Manager(s)/Programs: Gfahot@countyoofdane.com Accountant(s)/Programs: Laura Yundt

**SCHEDULE A
JOURNEY MENTAL HEALTH CENTER**

YAHARA HOUSE

**Program 1308 SPC 704 – Day Treatment
Program 1309 SPC 604 – Case Management
Program 1310 SPC 615 – Supported Employment
Program 10647 SPC 511 – Community Recovery Services**

The general goal for PROVIDER under this Agreement is to assist members in leading more independent, healthy, successful and fulfilling lives in the community.

I. DEFINITIONS:

- A. *Case Management* (SPC 604) 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; diagnosis; case planning monitoring and review; advocacy and referral. If the case management activity is limited to managing service received in a single program, such case management is considered an integral but subordinate part of that program, rather than case management as defined here, which must relate to all services and supports the client receives.
- B. *Community Recovery Services (CRS)* (SPC 511) This is a non-waiver, state Medicaid plan amendment benefit provided by a CRS certified County or Tribe or vendor. Any mental health agency offering this service and submitting the SPC 511 code must be specifically certified to deliver the CRS service. The goal of CRS is to provide services which enable mental health consumers to live in the least restrictive community environment available. CRS provides three distinct services across the lifespan for consumers having a severe and persistent mental illness:
- Community Living Supportive Services (activities necessary to allow individuals to live with maximum independence in community integrated housing),
 - Supported Employment (activities necessary to assist individuals to obtain and maintain competitive employment), and
 - Peer Supports (advocacy, information and support provided by certified Peer Specialists).
- C. *Day Treatment/Medical* (SPC 704) A day treatment program (DTP) is a nonresidential program in a medically supervised setting that provides case management, counseling, medical care and therapies on a routine basis for a scheduled portion of a 24 hour day and a scheduled number of days per week to alleviate those problems. Services include individual, family and group counseling but not aftercare services as defined under s. DHS 61.51(1).
- D. *Member.* A member is a consumer receiving services at Yahara House.
- E. *Supported Employment* (SPC 615) Supportive employment is competitive work in an integrated work setting for individuals who, because of their handicaps, need ongoing and/or intensive support services to find and perform this work. Supported employment is limited to individuals with severe disabilities (i.e. severe developmental disabilities, serious and persistent mental illness, severe physical disabilities, and/or severe multiple

disabilities) for whom competitive employment has not traditionally occurred or individuals for whom competitive employment has been interrupted or intermittent as the result of a severe disability. It includes transitional employment for persons with chronic mental illness. Integrated work setting is defined as no more than eight people with a disability in one work area.

II. **PROVIDER'S OBLIGATIONS:** PROVIDER shall:

- A. Provide the following services for members within Yahara House:
 - 1. Day Treatment at a certified member clubhouse of the International Center for Clubhouse Development, 8:30AM to 4:30PM, Monday through Friday.
 - 2. Supported employment in community work sites.
 - 3. Psychosocial rehabilitation through group and individual activities.
 - 4. Case Management.
 - 5. Psychotropic Medication Management.
- B. Recognize and promote the value of work as a component of treatment and recovery by addressing vocational goals in every treatment plan.
- C. Ensure that work services are provided in normalized community settings and that jobs are developed on the basis of the member's interests and abilities. PROVIDER shall offer both Transitional Employment Program and Individual Placement and Support model supported employment services.
- D. Pursue funding from the Division of Vocational Rehabilitation whenever possible. PROVIDER shall request COUNTY authorization to fund services when DVR funding ends.
- E. Continue to monitor their members throughout any inpatient episode and be actively engaged in discharge planning until the member has returned back to the community.
- F. Designate an internal contact for each consumer within the program to coordinate internal programming.
- G. Guide and facilitate members in their efforts to learn how to obtain and/or to obtain necessary transportation services to meet individual needs. Medical and court ordered services shall take priority.
- H. Meet the service requirements for certification and licensure of Adult Family Home or Group Home programs where members are placed. Develop treatment goals in conjunction with staff in these placements in a timely manner and make them available upon request.

III. **PROVIDER'S STANDARD OF CARE:** PROVIDER shall provide the above services effectively and efficiently to meet the standard of care for professionals within the mental health system.

IV. **SERVICE LOCATION:** Yahara House shall operate from 802 East Gorham, Madison, 53703. Case management and supported employment services shall be provided at other appropriate community locations including the consumers' homes and employment sites.

V. **REFERRAL and APPLICATION PROCESS:**

- A. PROVIDER shall receive referrals directly and shall complete the appropriate application paperwork.
- B. Eligibility for services shall be based on the following criteria: Dane County residency, age 18

years or older, having a serious mental illness and needing psychosocial rehabilitation.

- C. All new members accepted for service shall receive or be eligible to receive Medicaid.
- D. PROVIDER shall give immediate priority to referrals from COUNTY and PROVIDER's Emergency Services Unit.
- E. PROVIDER shall maintain a waiting list if all applicants cannot be served upon application.

VI. **REPORTING:** PROVIDER shall provide reports as follows:

- A. Complete reports as required under Community Recovery Services (CRS), Medicaid and any other third parties funding services to members.
- B. Report member hours for day treatment and TEP supported employment services; staff hours for psychosocial rehabilitation, CRS supported employment services, case management and medication supports.
- C. Performance indicators shall be provided through member satisfaction surveys and system measurements. PROVIDER shall assist as requested by COUNTY in the administration of consumer surveys required by the COUNTY and/or State of Wisconsin as part of the reporting for the Mental Health National Outcome Measures (NOMS): CMHS Uniform Reporting System. PROVIDER shall submit to COUNTY the data required to be collected as part of the State of Wisconsin's Program Participation System (PPS) for Mental Health Services as required in Schedule C.
- D. Provide information to COUNTY as requested that is related to the number of member inpatient days, living arrangements, jail recidivism, employment and third party insurance/Medicaid earned revenue.
- E. When providing MA Crisis funded services, PROVIDER shall complete service logs and submit them electronically to the Journey Mental Health Center Crisis Stabilization Unit on a weekly basis. PROVIDER shall meet all of the reporting requirements of Wisconsin Administrative Code DHS 34.
- F. Report to COUNTY as requested to meet Wisconsin Medicaid Cost Reporting (WIMCR) requirements.

VII. **LENGTH OF SERVICE/TERMINATION:** PROVIDER shall:

- A. Provide services to members until they either achieve psychosocial rehabilitation or transition into another program.
- B. Offer a lifetime associate membership to members who do not require ongoing programming, but may wish to return for support from time to time.
- C. Determine service termination on a mutual basis between the member and PROVIDER.

VIII. **FUNDING/AUTHORIZATIONS/BILLING:** PROVIDER shall:

- A. Maximize the billing of all third party sources, including Medicaid revenues, by all means possible, including assisting consumers in participating in the state medical assistance procurement program when they are working and do not have Medical Assistance.
- B. Meet all of the Medical Assistance State and County requirements for the billing of these

services.

- C. Prioritize the completion of a health insurance application for any uninsured individual. This includes, but is not limited to, applications for Medicaid, Presumptive Disability, Medicare, marketplace health insurance or Patient Assistance Programs. PROVIDER shall notify COUNTY when such an application has been started but is not able to be completed and the reason for non-completion.

IX. **COOPERATION.** PROVIDER shall:

Comply with COUNTY on all "General Features For Adult Mental Health System – 2017," attached to the General Agreement as Exhibit 1.

- X. ***As clients transition from Yahara House purchase of service contract to Comprehensive Community Services (CCS), COUNTY will adjust the PROVIDER contract as specified in the Schedule B.***

Sch A-jmhc-yahara house
gra
10-16

JOURNEY MENTAL HEALTH CENTER, INC.
SCHEDULE B - FISCAL
PROGRAM GROUP # 6059 – YAHARA HOUSE

1. Regarding funding for Yahara House program group # 6059:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 444,902		\$ 444,902
CSDRB	\$ 26,900		\$ 26,900
MA CM		\$ 29,800	\$ 29,800
MA CRS		\$ 30,000	\$ 30,000
MA Crisis		\$ 60,000	\$ 60,000
Total	\$ 471,802	\$ 119,800	\$ 591,602

2. Regarding method of payment for Yahara House program group # 6059:

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

PROVIDER shall submit monthly vouchers to COUNTY for the amount of Medicaid 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 Medicaid 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 Medicaid revenue earned by PROVIDER and paid to COUNTY.

3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
4. Regarding 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.

October 2016

Created: 10/10/16	Contract #: 83689	Provider: Journey Mental Health Center
Revised:	Division: Adult Community Services	Funding Period: January 1, 2017 through December 31, 2017 ✓

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Rev	Total Cost	Reporting
a	10736	ACFLMHC	CZMUAA	Prescriber Services	507.03	965	900	123.39 ✓	3,610 ✓	\$ 445,446	✓	\$ 445,446	600/610*
b	10735	ACFCTMHC	CMMUAA	Outpatient Services	604	1120	900	79.74 ✓	4,634 ✓	\$ 369,547	✓	\$ 369,547	600/610*
c	10804	ACFCTMHC	CTRBAA	Resource Bridge	507.03	130	75	101.41 ✓	2,957 ✓	\$ 299,876	✓	\$ 299,876	600/610
d													
e													
f													
g													
h													
Total										\$ 1,114,869	\$ -	\$ 1,114,869	

607
 The section below is to be used to further define the information above.
 Service unit is a staff hour of physician and nurse time specific to prescribing medications. A monthly report will also be required.

a	Service unit is a staff hour. A monthly report will also be required.
b	Service unit is a staff hour.
c	
d	
e	
f	
g	
h	

Standard Program Category (SPC) Code Description:

a. 507.03 = counseling and therapeutic resources	e.
b. 604 = Case Management	f.
c. 507.03 = counseling and therapeutic resources	g.
d.	h.
	j.
	k.

Contract Manager(s)/Programs:	Grabell@courtyofidaho.com
Accountant:	Laura Yundt

SCHEDULE A
Journey Mental Health Center
PRESCRIBER SERVICES PROGRAM

Program 10736 SPC 507.03 – Prescriber

The primary goal of this Agreement is to provide medication prescription and monitoring to individuals to reduce or eliminate symptoms associated with mental illness, thereby decreasing the need for hospitalization and increasing community stability and functioning.

I. DEFINITIONS

- A. “Counseling and therapeutic resources” means the provision of a service involving the use of verbal communication with program participants or the family members or guardians to assist them in making decisions about their lives. May also involve the provision of consultation services to provide expert information on some aspect of the program participants’ life situation. Consultations may focus on challenging behavior, communications, dietary issues and any other topics that directly relate to improving the participants’ health, safety, welfare and/or quality of life. This subprogram may also involve the provision of any of a variety of recognized activity therapies.
- B. “Unit of service” means one hour spent providing direct service to a consumer.

II. PROVIDER’S OBLIGATIONS PROVIDER shall:

- A. Serve adult residents of Dane County, who have both severe and less severe mental illnesses that respond to psychotropic medications, as determined by the use of the Recovery Need Level (RNL) instrument, and meeting traditional (level 4), enhanced (level 3) outpatient services and psychiatry (level 5) level of care.
- B. Provide clinic-based, direct mental health medication management/monitoring services to individuals and medical consultation to primary care physicians to enhance and extend the network of professionals who can serve persons with mental health medication needs.
- C. Use a primary nurse model of care that will be available to consumers Monday through Friday, 8:00 a.m. - 5:00 p.m., and one evening a week until 7 p.m. from its location at **49 Kessel Court, Madison, Wisconsin, 53711.**
- D. Provide the following nursing staff services:
 - 1. Clinical assessment and treatment.
 - 2. Supportive contacts.
 - 3. Medication prescription and management.
 - 4. Completion of Pharmacy Assistance Program (PAP) applications for consumers to access free medications.
 - 5. Monitoring lab tests through the PROVIDER’s contract with General Medical Laboratories, especially for consumers who receive medications used under specialized protocols, i.e., Clozapine.
- E. ***PROVIDER shall prioritize and serve individuals who are uninsured or who have who have Fee-For-Service Medicaid (straight MA).***
- F. Provide and report the following services:
 - 1. ***All prescriber services for people who are uninsured;***

2. *Ancillary services for people who have non-managed care Fee-For-Service Medicaid (straight MA), except for the services for which PROVIDER directly receives payment from Medicaid; and*
 3. *All services billable to the Medicaid Targeted Case Management benefit.*
- G. *Not report services for the following:*
1. *Individuals who are enrolled in the Partnership Managed Care Program;*
 2. *Any services, other than Medicaid Targeted Case Management, for SSI Managed Care or BadgerCare Plus Managed Care;*
 3. *Services for people who have private insurance coverage; and*
 4. *Any service hours billable to another payor, regardless of payment status*
- H. *PROVIDER shall not report any services for individuals who are enrolled in the Partnership Managed Care Program or the SSI Managed Care Program. Additionally, PROVIDER shall not report any services for which PROVIDER directly receives payment from another third party payor, including but not limited to Medicare, Commercial Insurance, HMO or MA HMO.*
- I. *PROVIDER shall report services to COUNTY that are only reimbursable under COUNTY's Targeted Case Management certification, despite other third party payors.*
- J. Refer and link consumers to private community prescribers and transfer care to primary care providers as appropriate.
- I. Designate an internal contact for each consumer within the program to coordinate programming.
- J. Facilitate specialized access to transportation for individuals with significant physical disabilities.
- K. Notify COUNTY when unable to meet service needs due to the volume of presenting individuals.
- L. Cooperate with COUNTY in measuring its performance indicators, provided through consumer satisfaction surveys and system measurements, including the following:
1. Use of inpatient days.
 2. Jail recidivism.
 3. Number of consumers with serious and persistent mental illness.
 4. Number of consumers living within the community.
 5. Number of consumers served.
 6. Status of the waitlist.
 7. Client satisfaction.
 8. Number of clients receiving insurance coverage.

III. REFERRAL/APPLICATION PROCESS:

- A. Referrals will come directly to Journey Mental Health Center's Centralized Intake Unit.
- B. PROVIDER shall determine who will be accepted using the RNL, determine the level of care that will be provided and set a timeline for admission according to the provisions of this Agreement.
- C. PROVIDER shall prioritize individuals based on the level of need determination and readily transfer individuals who meet the contractual level of care to both internal and/or external service providers.

- D. If a consumer does not qualify for the program, PROVIDER shall refer the consumer to other service providers.
- E. Uninsured individuals are to be prioritized for service. Where capacity is an issue, uninsured individuals shall be prioritized over those with Medicaid.
- F. PROVIDER shall evaluate people who have a history of dangerousness in order to assure the safety of all parties involved. If PROVIDER determines it cannot serve a particular individual because of issues related to the person's dangerousness, PROVIDER shall meet with COUNTY as requested to discuss reasonable accommodations that may permit PROVIDER to serve the individual.

IV. REPORTING:

- A. PROVIDER shall provide status updates to COUNTY upon request.
- B. All of PROVIDER's outcome evaluation goals and tools shall be based upon standardized outcome measures and approved in advance by COUNTY.

V. LENGTH OF SERVICE:

- A. PROVIDER shall provide services to individuals as long as they require psychiatric medications or until the individual can be served by another prescriber within the community.
- B. PROVIDER may only terminate services following a mutual determination with COUNTY and the consumer that the consumer no longer requires services.
- C. Factors weighed in the termination decision shall be:
 - 1. The consumer's engagement.
 - 2. The consumer's stability.
 - 3. Ability to refer the consumer to another community provider.

VI. FINANCIAL PROVISIONS:

- A. PROVIDER shall develop a list of the most cost effective and clinically appropriate medications prescribed for psychiatric conditions and shall use this list for any medications funded by COUNTY. PROVIDER shall send a copy to COUNTY and notify COUNTY whenever changes are made.
- B. PROVIDER shall not prescribe medications not on the above-described list without express authorization from COUNTY.
- C. PROVIDER shall directly apply to pharmaceutical companies for funding of medications for indigent people whenever possible.
- D. PROVIDER shall bill Medical Assistance for the provision of services, whenever possible.
- E. PROVIDER shall meet all of the Medicaid and Medicare State and County requirements for the billing of these services.
- F. PROVIDER shall prioritize the completion of a health insurance application. This includes applications for Medicaid, Presumptive Disability, marketplace health insurance or Patient Assistance Programs.

G. PROVIDER shall notify COUNTY when an application has been started but is not able to be completed and the reason for non-completion.

VII. COOPERATION: PROVIDER shall:
Comply with COUNTY on all "General Features For Adult Mental Health System - 2017," attached to the General Agreement as Exhibit 1.

Sch A-jmhc- prescriber services
gra
10-16

SCHEDULE A
Journey Mental Health Center

OUTPATIENT SERVICES

PROGRAM 10735 SPC 604

The primary goal of this Agreement is to enable individuals to access a full range of appropriate services in a planned, coordinated, efficient, and effective manner that will support them to gain skills, improve functioning and move on to less intensive services and/or natural supports.

I. DEFINITIONS:

- A. "Case management" means 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, diagnosis, case planning, monitoring, review, advocacy and referral.
- B. A "unit of service" means one hour of staff time dedicated to or on behalf of the individual served.

II. PROVIDER'S OBLIGATIONS: PROVIDER shall:

- A. Provide case management, psychotherapy and service coordination to all individuals and groups as further described herein.
- B. Refer individuals on to other internal or external service providers if they are not assessed as needing level three (3), four (4) and five (5) services on the Recovery Need Level (RNL) instrument.
- C. Designate different levels of care as provided within this contract, traditional (level 4), enhanced (level 3) outpatient services and psychiatry (level 5).
- D. Offer both office and community based services to consumers, by using a mobile and an office based model of care that will be available to individuals Monday through Friday, 8:00 a.m. - 5:00 p.m.
- E. Provide services from its location at **49 Kessel Court**, Madison, Wisconsin, **53711**.
- F. Provide the following services:
 - a. Clinical assessment
 - b. Recovery oriented services and support
 - c. Individual and Group Psychotherapy
 - d. Service Coordination
- G. Refer consumers to other resources where appropriate, including, but not limited to, Outreach Workers, Certified Peer Specialists and Emergency Services Unit, to provide additional services as needed. Maximize service availability to as many qualifying individuals as possible.
- H. ***Prioritize and serve individuals who are uninsured or who have Fee-For-Service Medicaid (straight MA).***
- I. ***Provide and report the following services:***

65

- a. *All outpatient services for people who are uninsured;*
 - b. *Ancillary services for people who have non-managed care Fee-For-Service Medicaid (straight MA), except for the services for which PROVIDER directly receives payment from Medicaid; and*
 - c. *All services billable to the Medicaid Targeted Case Management benefit.*
- J. *Not report services for the following:*
- a. *Individuals who are enrolled in the Partnership Managed Care program;*
 - b. *Any services, other than Medicaid Targeted Case Management, for SSI Managed Care or BadgerCare Plus Managed Care;*
 - c. *Services for people who have private insurance coverage; and*
 - d. *Any service hours billable to another payor, regardless of payment status*
- K. Facilitate specialized access to transportation for individuals with significant physical disabilities.
- L. Designate an internal contact person for each individual within the program to coordinate programming.
- M. Cooperate with COUNTY in measuring performance indicators, including satisfaction surveys and system measurements, which include the reduction of hospitalizations/EDs and jail recidivism, RNL scores, transfers between levels of care, length of service in any given level, type of living arrangement, employment status and individual program assessments and outcomes as administered by PROVIDER.

III. REFERRAL and APPLICATION PROCESS:

- A. Referrals shall be made directly to Journey Mental Health Center's Centralized Intake Unit who shall then determine the level of care needed using the RNL. PROVIDER shall make the determination as to who will be accepted, the level of care that will be provided and timeline for admission based on the priorities set forth herein.
- B. PROVIDER shall serve adult residents of Dane County who are experiencing a situational life crisis or have a serious and persistent mental illness and are assessed as needing level three (3), four (4) or five (5) services on the RNL.
- C. PROVIDER shall prioritize individuals based on the level of need determination and shall transfer individuals who do not meet the level of care provided to both internal and/or external service providers.
- D. PROVIDER shall notify COUNTY when unable to meet consumer's service needs due to the volume of presenting individuals.

IV. REPORTING:

- A. All of PROVIDER's outcome evaluation goals and tools shall be based upon standardized outcome measures and approved in advance by COUNTY.

V. LENGTH OF SERVICE:

- A. The length of service is determined on an individual basis, with an average 18 month length of service in any given level of care.

66

- B. PROVIDER shall limit treatment services to no more than sixteen (16) hours per individual. Group services are exempt from the sixteen (16) hour limitation, unless pre-approved by COUNTY.

VI. FINANCIAL:

- A. *PROVIDER shall bill Medical Assistance for its services whenever possible.*
- B. PROVIDER shall meet all the Medicaid and Medicare State and County requirements for the billing of these services.
- C. PROVIDER shall know who is uninsured and facilitate the completion of appropriate health insurance applications. This includes applications for Medicaid, Presumptive Disability, Medicare or Patient Assistance Programs. PROVIDER will notify COUNTY when an application is not able to be completed and the reason for non-completion.

VII. COOPERATION: PROVIDER shall:

Comply with COUNTY on all "General Features For Adult Mental Health System – 2017," attached to the General Agreement as Exhibit 1.

Sch A-jmhc-outpt
gra
10-16

SCHEDULE A
JOURNEY MENTALHEALTH CENTER
RESOURCE BRIDGE
Program 10804 SPC 507.03

I. **DEFINITIONS**

- A. "Counseling and Therapeutic Resources" means the provision of a service involving the use of verbal communication with consumers or their family members or guardians, to assist them in making decisions about their lives, including the provision of consultation services to provide expert information on some aspect of the consumer's life situation. Consultations may focus on challenging behavior, communications, dietary issues and any other topic that directly relates to improving the participants health, safety or welfare and/or quality of life.
- B. "Unit of service" means a staff hour, which is defined as one hour of staff time directly attributable to the provision of assessment and/or services to unconnected individuals.

II. **PROVIDER'S OBLIGATIONS:** PROVIDER shall:

- A. Provide recovery-focused support and stabilization services to consumers transitioning from inpatient settings, jail and Emergency Services case management, in order to bridge the gap until longer term services can be established, thereby eliminating the need to place the individual on a waitlist.
- B. **Serve individuals who are unconnected to other service providers and who are either uninsured or have any form of Medicaid, whether it is BadgerCare, SSI Managed Care, or straight MA.**
- C. Provide services to consumers transitioning from inpatient settings, jail and Emergency Services case management. Services shall include:
 - 1. Psychiatry
 - 2. Medication assistance
 - 3. Mental health and substance abuse assessment
 - 4. Case management
 - 5. Peer support
 - 6. Work
 - 7. Benefit counseling
 - 8. Alcohol and other drug assessments
 - 9. Linkage to other longer term supports and services
- D. Act as a bridge and serve individuals until they can be transferred to a longer term service program.
- E. Provide services to individuals for an average length of time of ninety (90) days.
- F. **Notify COUNTY when an individual cannot be transferred to another internal or external program within the average service time of ninety (90) days.**
- G. Transfer individuals who do not meet the level of care able to be provided within program 10804 to both internal and external service providers, **which includes Comprehensive Community Services (CCS) and Recovery Dane intake units.**
- H. Monitor who is transferred to an alternate level of care to other service providers and the length of time between assessment and transfer.

- I. Facilitate individuals successfully learning or obtaining necessary transportation services to meet individual needs, particularly for medical and court ordered services.
 - J. All of the outcome evaluation goals and tools shall be based upon standardized outcome measures and approved by COUNTY.
 - K. Maintain available capacity by facilitating referrals to longer term services in a timely manner.
 - L. Notify COUNTY when near to reaching capacity and make prioritization decisions in conjunction with COUNTY.
 - M. PROVIDER's central office shall be located at **49 Kessel Court, Madison, 53711**.
 - N. Maximize the billing of third party revenues by all means possible, including, but not limited to:
 - 1. Meeting all of the Medical Assistance State and County requirements for the billing of these services.
 - 2. Ensuring the completion of a health insurance application for any uninsured individual. This includes applications for Medicaid, Presumptive Disability, marketplace health insurance or Patient Assistance Programs.
 - 3. Notifying COUNTY when an application has been started but is not able to be completed and the reason for non-completion.
 - O. When providing MA Crisis funded services, PROVIDER shall complete service logs and submit them electronically to the Journey Mental Health Center Crisis Stabilization Unit on a weekly basis.
 - P. PROVIDER shall meet all of the reporting requirements of Wisconsin Administrative Code DHS 34. Provide the following services, which are to be directed by the COUNTY Alcohol and Other Drug Abuse (AODA) Community Services Manager(s):
 - 1. Assessment of individuals who are requesting COUNTY funded AODA residential treatment.
 - 2. Conduct assessments for residential AODA treatment at the Detoxification Center located at 2914 Industrial Drive, Madison, 53713 or other location as directed by COUNTY. The time, location, and frequency of AODA assessments will be determined by COUNTY.
 - 3. Consult with COUNTY on each assessment for residential AODA treatment.
 - 4. Ensure availability for case consultation with the Care Center and the Crisis unit at Journey Mental Health Center for cases involving individuals dependent on alcohol or other drugs.
 - 5. Provide information and referral for individuals seeking resources for treatment of AODA problems.
- III. **REFERRAL and APPLICATION PROCESS:**
- A. **Referrals will be made directly to the PROVIDER. Adult residents of Dane County, who are transitioning from inpatient care, jail or Emergency Service case management are eligible.**
 - B. **PROVIDER shall prioritize unconnected individuals transitioning from inpatient settings, jail and/or Emergency Services case management and who are court ordered to receive services.**
 - C. PROVIDER shall evaluate people who have a history of dangerousness in order to assure the safety of all parties involved. If PROVIDER determines it cannot serve a particular individual because of

issues related to the person's dangerousness, PROVIDER shall meet with COUNTY as requested to discuss reasonable accommodations that may permit PROVIDER to serve the individual.

IV. **REPORTING:**

- A. PROVIDER shall cooperate with COUNTY monitoring of the following performance measurements:
1. Number of assessments completed using the RNL.
 2. Number of individuals assigned and receiving services at the appropriate level of care rather than being placed on a waitlist within PROVIDER's agency.
 3. Number of unconnected individuals served who are transitioning from inpatient settings and Emergency Services case management.
 4. Transfer of unconnected individuals served who are transitioning from inpatient settings, jail and Emergency Services case management into either internal or external service programs.
 5. Number of individuals maintained in the community rather than more restrictive settings such as hospitals, jail or detox.
 6. Amount of third party billing.
 7. Consumer satisfaction with services.
- B. Report to COUNTY as requested to meet Wisconsin Medicaid Cost Reporting (WIMCR) requirements.

V. **COOPERATION:** PROVIDER shall:

Comply with COUNTY on all "General Features For Adult Mental Health System – 2017," attached to the General Agreement as Exhibit 1.

JOURNEY MENTAL HEALTH CENTER, INC.

SCHEDULE B - FISCAL

PROGRAM # 10736 – PRESCRIBER

1. Regarding funding for Prescriber program # 10736:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 400,446		\$ 400,446
CSDRB	\$ 20,000		\$ 20,000
MA CM		\$ 25,000	\$ 25,000
Total	\$ 420,446	\$ 25,000	\$ 445,446

2. Regarding method of payment for Prescriber program group # 10736:

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

PROVIDER shall submit monthly vouchers to COUNTY for the amount of Medicaid 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 Medicaid 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 Medicaid revenue earned by PROVIDER and paid to COUNTY.

3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
4. Regarding 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.

SCHEDULE B - FISCAL

PROGRAM GROUP # 10735 – OUTPATIENT

1. Regarding funding for Outpatient program group # 10735:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 312,547		\$ 312,547
CSDRB	\$ 30,000		\$ 30,000
MA CM		\$ 27,000	\$ 27,000
Total	\$ 342,547	\$ 27,000	\$ 369,547

2. Regarding method of payment for Outpatient program group # 10735:

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

PROVIDER shall submit monthly vouchers to COUNTY for the amount of Medicaid 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 Medicaid 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 Medicaid revenue earned by PROVIDER and paid to COUNTY.

3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
4. Regarding 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.

SCHEDULE B - FISCAL

PROGRAM # 10804 – RESOURCE BRIDGE

1. Regarding funding for Resource Bridge program # 10804:

Revenue Type	Non-Contingent Amount	Contingent Amount	Total Amount
Co GPR	\$ 194,843		\$ 194,843
MA Crisis		\$ 105,033	\$ 105,033
Total	\$ 194,843	\$ 105,033	\$ 299,876

2. Regarding method of payment for Resource Bridge program # 10804:

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

PROVIDER shall submit monthly vouchers to COUNTY for the amount of MA Crisis 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 Crisis 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 Crisis revenue earned by PROVIDER and paid to COUNTY.

3. The COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
4. Regarding 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.
SCHEDULE B - FISCAL

1. Regarding funding for this contract:

The following Medicaid Crisis revenues are budgeted in each of the programs below:

	<u>MA Crisis</u>
Program # 1303 – Emergency Services Unit	\$ 457,291
Program # 6098 – Crisis Home / Stab Programs	1,170,681
Program # 10591 – Bayside Place	18,000
Program # 10804 – Resource Bridge	105,033
Program # 10070 – Recovery House	146,448
Program # 6124 – Kajsaib House	600,056
Program # 6057 – Southeast Asian	30,000
Program # 6059 – Yahara House	<u>60,000</u>
Total	\$2,587,509

The following Medicaid CSP revenues are budgeted in each of the programs below:

	<u>MA CSP</u>
Program # 6116 – CSP (Forward, Props, Gtwy)	\$1,771,934
Program # 3659 – CTA	<u>343,947</u>
Total	\$2,115,881

The following Medicaid IHT revenues are budgeted in each of the programs below:

	<u>MA IHT</u>
Program # 6057 – Southeast Asian	\$ 50,507

The following Medicaid CM revenues are budgeted in each of the programs below:

	<u>MA CM</u>
Program # 6124 – Kajsaib House	10,000
Program # 6059 – Yahara House	29,800
Program # 10736 - Prescriber	25,000
Program # 10735 – Outpatient Services	<u>27,000</u>
Total	\$ 91,800

The following Medicaid CRS revenues are budgeted in each of the programs below:

	<u>MA CRS</u>
Program # 6116 – CSP (Forward, Props, Gtwy)	\$ 80,000
Program # 6059 – Yahara House	<u>30,000</u>
Total	\$ 110,000

*The Medicaid Crisis and Medicaid CSP revenues received during calendar year 2016 from the Conditional Release and OARS Programs are intended to be omitted from this feature.

2. It is understood that the Provider must earn the Medicaid revenues listed above in order to fully fund the contract award as outlined in the Program Summary Forms of this contract. The COUNTY reserves the right to withhold payments for unearned Medicaid revenues or to require the PROVIDER to reimburse the COUNTY for overpayment of Medicaid revenues.
3. Regarding ForwardHealth Audits: Any cost resulting from audit findings by ForwardHealth or other entity that adversely affect 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.
4. Regarding Treatment Alternative Program (TAP) Funding: PROVIDER has been awarded \$350,962 of TAP funding on behalf of COUNTY by the State Department of Health Services for contract year 2017. PROVIDER shall be paid directly by the State according to the terms of the 2017 Grant Agreement for the Treatment Alternative Program. The COUNTY will submit claims for this funding using the Community Aids Reporting System (CARS) in accordance with the 2017 Grant Agreement for the Treatment Alternative Program. COUNTY shall reduce PROVIDER'S monthly advance payment by \$29,246.80 each month.

October 2016

Schedule A
Journey Mental Health Center
Programs: 1591, 1592

1. Description of Services

Provider shall provide specialized counseling and access to psychiatric services for children, adolescents, and adults with developmental disabilities in a manner consistent with the following service codes:

1.1 SPC 507 Counseling and Therapeutic Resources - The provision of treatment oriented services to consumers needing treatment for a personal, social, behavioral, mental or alcohol or drug abuse disorder to maintain and improve effective functioning.

1.2 SPC 604 Case Management/Service Coordination - The provision of services to individuals in a supportive service setting by PROVIDER including locating, managing, coordinating and monitoring all COUNTY authorized services, other services and informal community supports needed by the individual and their families.

2. Persons to be Served

2.1 Target Population: Residents of Dane County with intellectual and developmental disabilities and their families.

2.2 Eligibility Guidelines: Individuals must meet the functional and financial eligibility criteria for HCBS Waivers as determined by the Aging and Disability Resource Center (ADRC), upon completion of the Long-Term Care Functional Screen (LTCFS) and prioritized by COUNTY'S, Intellectual and Developmental Disabilities Intake Unit.

2.3 Referral/Application Process: Referrals for services under this contract will be made by COUNTY, parents, support brokers, schools, providers and other interested parties.

2.4 Capacity/Waiting List: The waiting list for this program is kept by PROVIDER.

3. Funding Source

PROVIDER will comply with all federal and state requirements related to the funding source(s) for this program, including but not limited to Wisconsin's HCBS Waivers and Medicaid Targeted Case Management

4. Units and Reporting

4.1 Reports: PROVIDER will submit to COUNTY a Monthly Client Services Report (DHS 610) for each SPC for all individuals supported by PROVIDER under this contract. Due dates are noted on Schedule C.

4.2 Units:

4.2.1 A Case Management unit is described as "staff hour". A staff hour is defined as the amount staff time directly attributable to the individual.

4.2.2 A Counseling and Therapeutic Resources unit is described as "staff/client hour". If a staff is supporting more than one individual during an hour, the Unit is divided between the numbers of individuals being supported. For example, if a staff is providing one hour of equal support to two individuals, the staff would report 1/2 hour for each individual.

4.3 Service Hours/Days: These services are typically provided Monday through Friday, between the hours of 8:00 A.M. and 5:00 P.M. Hours may vary dependent upon individual need.

4.4 Length of Service: This is an intervention service. Services are provided until such time as the individual no longer requires and/or desires support or continued support is not deemed necessary or justified.

4.5. Service Location: These services may be provided in a variety of settings, but most typically at Journey Mental Health Center.

4.6 Service Termination: PROVIDER initiated termination's will include a reasonable effort to accommodate the individual's continuing programming needs.

5. **Goals**

5.1. To increase the independent functioning and emotional/behavioral control for individuals with developmental disabilities;

5.2. To provide an alternative to psychiatric referrals and hospitalizations for individuals with developmental disabilities;

5.3. To increase parents' ability to appropriately handle problem situations presented by their children;

5.4. To increase the parents' ability to set up and implement behavioral change programs with involvement from the therapist.

6. **Provider Obligations**

6.1 Service Coordination When a consumer has a COUNTY Case Manager or a Support Broker, the following will apply:

6.1.1 PROVIDER agrees that the COUNTY Case Manager or Support Broker with the consumer will function as the primary planner and monitor of services and supports other than mental health.

6.1.2 PROVIDER will supply input for a yearly planning meeting and a semi-annual follow-up meeting, convened by the Individual and Support Broker or COUNTY Case Manager;

- 6.1.3 PROVIDER will continue to use their own therapeutic approaches necessary to meet agreed upon objectives;
 - 6.1.4 PROVIDER will keep COUNTY Case Manager or Support Broker informed of all major developments that will have an impact on individuals' daily support.
- 6.2 PROVIDER shall meet any abuse and neglect reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. Upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adults at Risk referrals received by the COUNTY regarding the individuals, age 18 – 59, whom the PROVIDER serves. In some situations, the COUNTY will assign a lead investigator and request that the PROVIDER assist in the investigation. In other situations, the COUNTY will assign the PROVIDER as the lead investigator, with consultation available from the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.
- 6.3 Caregiver background checks required for Medicaid Waiver service providers must be provided every four years and the following checks must be made:
 - 6.3.1 Criminal history search from the records of the Wisconsin Department of Justice (when the subject recently resided in a different state, the search must also include that state) and;
 - 6.3.2 Search of the Caregiver Registry maintained by the Wisconsin Department of Health and Family Services; and,
 - 6.3.3 Search of the status of credentials and licensing from the records of the applicable licensing/regulation entity (if applicable).
- 6.4 PROVIDER shall develop and implement a comprehensive abuse and neglect policy for adults with developmental disabilities which will include training, prevention, investigation and reporting. This policy will comply with the DANE COUNTY POLICY ON ABUSE/NEGLECT FOR PERSONS WITH INTELLECTUAL AND DEVELOPMENTAL DISABILITIES which is available from the Dane County Adult Community Services, Developmental Disabilities Section.
- 6.5 PROVIDER shall assist the COUNTY in implementing the mission of the Aging and Disability Resource Center of Dane County (ADRC). When relevant PROVIDER shall:
 - Refer individuals seeking for information on adult services and long term care options to the ADRC
 - Cooperate with ADRC staff in developing referral protocols, memorandum of understanding and other areas related to the ADRC's mission and;
 - Assist in updating ADRC data bases when requested.

PROVIDER and COUNTY agree that during the terms of this agreement this Schedule may be re-negotiated to address changes in individual utilization, service delivery, or other provisions required by law, policy or funding sources.

Program Summary Form

Created: 10/19/2016	Contract #: 83689 ✓	Provider: Journey Mental Health Center, Inc.	Funding Period: January 1, 2017 - December 31, 2017 ✓
Revised:	Division: Adult Community Services		

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.	3645	ACICTMHC	IZDCAA	DCTP Intake & Coordination	603	108	61	176.15	850	\$ 149,661	✓	\$ 149,661	600/610
b.	3646	ACIASSMT	IZATAA	DCDP Intake & Coordination	603	184	91	301.26	894	\$ 269,350	✓	\$ 269,350	600/610
c.	3651	ACICTMHC	CZATAA	DCDP Counseling	507.00	74	N/A	76.40	832	\$ 63,534	✓	\$ 63,534	600/610
d.	3652	ACICTMHC	CMATAA	DCDP Clinical Case Management	604	52	N/A	76.40	221	\$ 16,854	✓	\$ 16,854	600/610
e.	3653	ACICTMHC	CZDCAA	Drug Court Counseling	507.00	30	N/A	83.38	580	\$ 48,336	✓	\$ 48,336	600/610
f.	3654	ACICTMHC	CMDCAA	DCTP Clinical Case Management	604	30	N/A	83.38	286	\$ 23,806	✓	\$ 23,806	600/610
g.	10670	ACICTMHC	IZOWAA	OWI Court Intake & Coordination	603	60	N/A	136.60	1,187	\$ 162,150	✓	\$ 162,150	600/610
h.	9190	ACICLMHC	CZOPAA	Jail Opiate Project	507.00	20	20	117.56	116	\$ 13,602	✓	\$ 13,602	N/A
i.													
j.													
Total										\$ 747,293.00	\$ -	\$ 747,293.00	

80

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

a.	Unit Quantity equal to amount of available funds divided by Unit Cost. Unit = direct client service hour.
b.	Unit Quantity equal to amount of available funds divided by Unit Cost. Unit = direct client service hour.
c.	Unit Quantity equal to amount of available funds divided by Unit Cost. Unit = direct client service hour.
d.	Unit Quantity equal to amount of available funds divided by Unit Cost. Unit = direct client service hour.
e.	Unit Quantity equal to amount of available funds divided by Unit Cost. Unit = direct client service hour.
f.	Unit Quantity equal to amount of available funds divided by Unit Cost. Unit = direct client service hour.
g.	CAU Assessment and Coordination services for the OWI Court. Unit Quantity equal to amount of available funds divided by Unit Cost. Unit = direct client service hour.
h.	Contract line added to provide medication assisted therapy to opioid-dependent individuals directly upon their release from the Dane County Jail. Unit Quantity equal to amount of available funds divided by Unit Cost. Unit = direct client service hour.
i.	
j.	

Standard Program Category (SPC) Code Description:

- a. Intake Assessment
- b. Intake Assessment
- c. Outpatient, regular
- d. Case Management
- e. Outpatient, regular
- f. Case Management
- g. Intake Assessment
- h. Outpatient, regular
- i.
- j.

Contract Manager(s)/Programs: Todd Campbell Accountant(s)/Programs: Laura Yundt

JOURNEY MENTAL HEALTH CENTER, INC.
Dane County Drug Court Treatment – Assessment and Coordination
Program #3645

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Intake Assessment (SPC 603)

The provision of services in a natural or supportive service setting to persons who are or may become clients for purposes of determining the existence of, and the nature of, a specific problem or group of problems. Services may include, but are not limited to: assessment, diagnosis, referral, and the development of an initial treatment plan. Also includes intake activities which occur prior to the establishment of client status.

1. Service Location

Services under this contract are provided at 25 Kessel Court, Madison, WI 53711. Services are also be provided at the Dane County Jail facilities and at the Dane County Courthouse.

2. Persons to be Served

a. Target Population

The target population includes those individuals who have a substance use disorder, who have been charged with or sentenced for a nonviolent criminal offense, and who are at risk to commit additional criminal activity without intervention.

b. Eligibility Guidelines

PROVIDER shall 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. Diagnosable Substance Use Disorder; and
- iv. A willingness to be treated for a Substance Use Disorder; and
- v. At high risk to commit additional criminal activity;
- vi. The current offense is not violent with no weapons used.

3. Federal and State Requirements

PROVIDER shall comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant, the Intravenous Drug User (IVDU) Grant and the current contract between the State of Wisconsin Department of Corrections and the COUNTY.

B. Program Evaluation

1. Goals

- a. To reduce drug use among drug court participants;
- b. To provide an objective and effective bridge between the justice system and the community.
- c. To decrease the incidence of criminal offenses and return to incarceration by adults with substance use disorders.
- d. To provide a fully integrated and comprehensive treatment program with close scrutiny by the judicial branch.

2. Performance Indicators

- a. 50% of all participants will successfully complete the treatment drug court program.
- b. The use of alcohol and other drugs among participants who successfully complete the drug court program will be lower at completion than at admission.
- c. 50% of all participants who successfully complete the treatment drug court program will not be re-arrested during the subsequent two-year period.
- d. The rate of unemployment among participants who successfully complete the drug court program will be lower at completion than at admission.

C. Contract Requirements Specific to Program

1. Referral/Application Process

Referrals are made directly by the criminal justice system via criminal sentences, plea agreements, or as Alternatives to Revocation.

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

The PROVIDER shall perform all of the following functions:

- i. SUD assessment, criminogenic risk assessment, and program eligibility determination of all referred individuals;
- ii. Development of written recommendations regarding referrals for treatment and/or case management;
- iii. Referral of eligible individuals to case management, to SUD treatment, and to other service providers within 48 hours of program admission; and

- iv. Service coordination of other DCTP providers and liaison with the justice system. This includes working with monitoring progress toward meeting system-wide performance indicators outlined in section B, 2, above;
- v. Liaison between the courts and the SUD service delivery system, to maintain communication with all aspects of the justice system and the case management and treatment providers participating in the DCTP; and
- vi. Maintain communication between treatment and case management providers and the policy makers through participation at DCTP Advisory Committee meetings.

b. Frequency of Contact

Each participant shall have less than twelve hours of contact per week. PROVIDER shall communicate with other drug court case management providers a minimum of one hour per week. PROVIDER shall communicate with treatment providers as needed to facilitate care for drug court participants. PROVIDER shall meet with the court team (including the presiding judge, and designees from the District Attorney's Office and the Public Defender's Office) every week the court is in session.

c. Nature of Contact

A portion 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. The PROVIDER may have some contact with and on behalf of admitted clients by telephone, email, fax, and mailed correspondence. PROVIDER's contact with other DCTP case management providers may be face-to-face or by telephone, email, fax, and mailed correspondence. PROVIDER shall have face-to-face contact with other DCTP case management providers a minimum of one hour per month. PROVIDER shall appear in person at Drug Court hearings.

d. Service Hours/Days

Office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

e. Length of Service

Individuals who are successfully discharged are typically in the program for nine months. However, the length of an individual's participation is tailored to individual client needs and based on satisfying program criteria for completion.

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 DCTP or upon termination from the program by presiding DCTP Judge.

6. Clients to be Reported

Clients who are assessed are given a COUNTY client number and are reported to the COUNTY.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Policies and Procedures

PROVIDER agrees to adhere to the policies and procedures developed by the DCTP and participate in the development of additional policies and procedures as the need arises.

b. Evaluation

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

1. the development of data collection instruments, methodologies and systems and the release of such information to the evaluators;
2. 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.

c. Program Certification

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

d. Program Improvement

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

e. Adult Protective Services

PROVIDER understands that the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.

- i. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
 - (a) PROVIDER shall maintain the following information in the individual's file or chart as is applicable:

- (1) The guardian's name, current address, phone number and e-mail address.
 - (2) A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
 - (3) A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
- (b) Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.
 - (c) Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48 hours after the transfer provider notice of transfer to the Probate Office, the guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.
 - (d) Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24 hours prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48 hours of the transfer.
 - (e) The PROVIDER, when requested, shall submit on a timely basis a complete, clear and signed Watts Annual Review Form.
 - (f) The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
 - (g) Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
 - (h) When requested, PROVIDER shall provide testimony in court hearings.
 - (i) To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.
- ii. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54 and 55.
 - iii. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in

consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.

f. Tuberculosis Services

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

JOURNEY MENTAL HEALTH CENTER, INC.
Drug Court Diversion Program – Assessment and Coordination
Program #3646

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Intake Assessment (SPC 603)

The provision of services in a natural or supportive service setting to persons who are or may become clients for purposes of determining the existence of, and the nature of, a specific problem or group of problems. Services may include, but are not limited to: assessment, diagnosis, referral, and the development of an initial treatment plan. Also includes intake activities which occur prior to the establishment of client status.

1. Service Location

Services under this contract are provided at 25 Kessel Court, Madison, WI 53711. Services are also provided at the Dane County Jail facilities and at the Dane County Courthouse.

2. Persons to be Served

a. Target Population

The target population includes those individuals who have a substance use disorder, who have been charged with or sentenced for a nonviolent criminal offense, and who are at risk to commit additional criminal activity without intervention.

b. Eligibility Guidelines

PROVIDER shall 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. Diagnosable Substance Use Disorder; and
- iv. At moderate risk to commit additional criminal activity; and
- v. A defined jail term that will be imposed upon an individual's failure in the program, either as part of a plea agreement or as a stayed sentence.

Individuals who meet the above criteria must be excluded from the program if any of the following apply:

- i. Previously terminated from the Dane County Drug Court Treatment Program
- ii. Is considered a violent offender as stated set forth in ss. 16.964 (12)(a). "Violent offender" is defined as a person to whom one of the following applies:
 - The person has been charged with or convicted of an offense in a pending case and, during the course of the offense, the person carried, possessed, or used a dangerous weapon, the person used force against another person, or a person died or suffered serious bodily harm.

- The person has one or more prior convictions for a felony involving the use or attempted use of force against another person with the intent to cause death or serious bodily harm.
- iii. Individuals charged with an Operating While Intoxicated – 3rd Offense or lower
- iv. Individuals with mental illness that prevents meaningful participation in treatment for a substance use disorder.

3. Federal and State Requirements

PROVIDER shall comply with all federal and state requirements related to the funding source for this program including the Substance Abuse Prevention and Treatment Block Grant, the Treatment Alternatives and Diversion (TAD) Grant, and the Treatment Alternatives Program (TAP) Grant..

B. Program Evaluation

1. Goals

- a. To provide an objective and effective bridge between the justice system and the community.
- b. To provide timely and effective treatment and case management for individuals with a substance use disorder as a substitute for incarceration.
- c. To decrease the incidence of criminal offenses and return to incarceration by adults with substance use disorders.

2. Performance Indicators

- a. A minimum of 130 individuals will be screened and referred for assessment during calendar year.
- b. The non-white percentage of Dane County Drug Court Diversion Program (DCDP) participants will closely mirror that of the jail population (38% all jail bookings).
- c. Through successful Dane County DCDP participation 8,000 jail bed days will be saved.
- d. More than 50% of all DCDP participants will successfully complete the program.
- e. 75% of those who successfully complete Dane County DCDP during the calendar year will be gainfully employed.
- f. 75% of those who successfully complete Dane County DCDP during the calendar year will be living independently.
- g. More than 75% of urine drug screens will be negative.
- h. At least 55% of successfully discharged participants will not be re-arrested for a criminal offense 24 months after discharge.

C. Contract Requirements Specific to Program

1. Referral/Application Process

Referrals are made directly by the criminal justice system via criminal sentences, plea agreements, or as Alternatives to Revocation.

2. Capacity/Waiting List

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

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

3. Service Methods

a. Service Definition

Services included are screening to determine the existence of eligibility for the services to be provided by DCDP. The specific services to be provided are:

- i. AODA assessment, criminogenic risk assessment, and program eligibility determination of all referred individuals;
- ii. Development of written recommendations regarding referrals for treatment and/or case management;
- iii. Referral of eligible individuals to case management, to substance use disorder (SUD) treatment, and to other service providers within 48 hours of program admission; and
- iv. Service coordination of other DCDP providers and liaison with the justice system. This includes working with monitoring progress toward meeting system-wide performance indicators outlined in section B, 2, above.

b. Frequency of Contact

Each individual shall have less than twelve hours of contact per week. PROVIDER shall communicate with other DCDP case management providers a minimum of one hour per week.

c. Nature of Contact

The majority of contact under this contract will take place in the PROVIDER's office, the Dane County Courthouse and Dane County Jail, and will be face-to-face between staff from the PROVIDER and each client. The PROVIDER may have some contact with and on behalf of admitted clients by telephone, email, fax, and mailed correspondence. PROVIDER's contact with other DCDP case management providers may be face-to-face or by telephone, email, fax, and mailed correspondence. PROVIDER will have face-to-face contact with other DCDP case management providers a minimum of one hour per month.

d. Service Hours/Days

Services are provided Monday through Friday between 8:00 a.m. and 5:00 p.m..

e. Length of Service

Individuals who are successfully discharged are typically in the program for nine months. However, the length of an individual's participation is tailored to individual client needs and based on satisfying program criteria for completion.

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 generally terminated when one or more of these occur:

- a. The client has met program termination criteria, which has been communicated to the criminal justice system;
- b. The client requests to terminate
- c. The client is a repeated no-show for either assessment or treatment
- d. The client uses alcohol and/or other drugs on the PROVIDER premises
- e. The client physically attacks a staff member or other clients, or exhibits a pattern of verbal abuse.

6. Clients to be Reported

Clients who are assessed are given a COUNTY client number and are reported to the COUNTY.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Reporting Requirements

PROVIDER shall comply with both state and county data collection requirements and assist in the development of a local data base. Additionally, PROVIDER agrees to submit client statistical reports using the Wisconsin AODA Primary Treatment Registry Format.

b. Service Agreements

PROVIDER agrees to participate in the development of service agreement between the DCDP service providers and the courts, district attorney's office, public defenders office, Division of Corrections sheriff's department and Madison Police Department. The service agreement shall describe the target population; detail the roles and responsibilities; and, describe the referral, discharge, and termination procedures of each program component of the DCDP.

c. Evaluation

PROVIDER agrees to collaborate with the State Department of Health Services on evaluation of the DCDP model as requested.

d. 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 under this contract.

e. Program Improvement

PROVIDER shall conduct a minimum of one walk-through consistent with the Network for the Improvement of Addiction Treatment (NIATx) Process Improvement Guidelines. The goal of the walk-through is to see the program from the client's perspective. PROVIDER shall submit to the COUNTY a written report of the walk-through. At a minimum this report shall include a summary of areas that need improvement, the strengths demonstrated during the walk-through, and one identified process to be changed. This written report shall be submitted on or before October 1.

f. Adult Protective Services

PROVIDER understands that the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.

- i. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
 - (a) PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
 - (1) The guardian's name, current address, phone number and e-mail address.
 - (2) A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
 - (3) A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
 - (b) Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.
 - (c) Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48 hours after the transfer provider notice of transfer to the Probate Office, the guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.
 - (d) Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24 hours prior written notice to the guardian, the case manager/broker, unless an

emergency event prevents this, in which case PROVIDER shall provide such notice within 48 hours of the transfer.

- (e) The PROVIDER, when requested, shall submit on a timely basis a complete, clear and signed Watts Annual Review Form.
- (f) The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
- (g) Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
- (h) When requested, PROVIDER shall provide testimony in court hearings.
- (i) To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.
- ii. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54 and 55.
- iii. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.

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.

JOURNEY MENTAL HEALTH CENTER, INC.
Outpatient Treatment and Case Management for the Drug Court Diversion Program
Programs #3651 and 3652

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Program #: 3651 – 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 #: 3652 – 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 25 Kessel Court, Madison, WI 53711.

2. Persons to be Served

a. Target Population

The target population for these programs includes only those individuals assessed and referred by the PROVIDER subsequent to admission to the Treatment Alternatives Program (TAP) or the Drug Court Diversion Program (DCDP).

b. Eligibility Guidelines

- i. Adult (at least 18 years old); and
- ii. Dane County resident; and
- iii. Diagnosable Substance Use Disorder; and
- iv. Current participant in Dane County TAP or DCDP; 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; or
- vii. In the first phase of a drug court program and unable to enter a similar program despite being covered by an insurance plan with a benefit for that 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 and the Treatment Alternatives Program (TAP) Grant, and the Treatment Alternatives and Diversion (TAD) Grant.

B. Program Evaluation

1. Goals

- a. To provide an objective and effective bridge between the justice system and the community.
- b. To provide timely and effective treatment and case management for individuals with a substance use disorder as a substitute for incarceration.
- c. To decrease the incidence of criminal offenses and return to incarceration by adults with substance use disorders.

2. Performance Indicators

- a. 60% 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. 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. At least 55% of all successful completions will not be re-arrested within an 24-month period following program completion.

C. Contract Requirements Specific to Program

1. Referral/Application Process

Persons requesting PROVIDER treatment services have been assessed by the PROVIDER and admitted to the TAP or DCDP Program.

2. Capacity/Waiting 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 with the referring program's case manager. 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 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 assigned TAP or DCDP case manager.

f. Service Area

Individuals from all of Dane County will be served.

4. Transportation

Transportation is not purchased under this contract. Assistance with transportation needs is provided by the case management component of the Dane County TAP or DCDP.

5. Service Termination

Services are terminated upon successful completion of treatment, successful completion of TAP or DCDP, upon charges for a new criminal offense, upon failure of the TAP or DCDP client to attend the required treatment sessions, or upon the request of the client.

6. Clients to be Reported

All clients admitted to outpatient services are to be assigned a COUNTY client identification number, with monthly statistical reporting to the COUNTY.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Reporting Requirements

PROVIDER shall:

- i. Submit monthly progress reports to the case management service which shall include date of program, acceptance, attendance, cooperation/participation, general treatment progress;
- ii. Immediately notify the case management service of non-compliance with master case management/treatment plan and provide consultation on appropriate consequential actions; and
- iii. Collect the data specified in the Wisconsin AODA Primary Treatment Registry Format on all IV Drug Abusers who are TAP or DCDP clients and submit required State reports for IV Drug Abusers.

b. 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.

c. Adult Protective Services

PROVIDER understands that the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.

- i. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
 - (a) PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
 - (1) The guardian's name, current address, phone number and e-mail address.
 - (2) A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
 - (3) A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
 - (b) Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.
 - (c) Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48 hours after the transfer provide notice of transfer to the Probate Office, the guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.
 - (d) Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24 hours prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48 hours of the transfer.
 - (e) The PROVIDER, when requested, shall submit on a timely basis a complete, clear and signed Watts Annual Review Form.
 - (f) The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
 - (g) Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
 - (h) When requested, PROVIDER shall provide testimony in court hearings.
 - (i) To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate

physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.

- ii. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54 and 55.
- iii. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.

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.

e. Program Certification

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

JOURNEY MENTAL HEALTH CENTER, INC.
Outpatient Treatment and Case Management for the Drug Court Treatment Program
Programs #3653 and 3654

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Program #: 3653 – 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 #: 3654 – 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 25 Kessel Court, Madison, WI 53711.

2. Persons to be Served

a. Target Population

The target population for these programs includes only those individuals referred from the Alternative Sanctions program of PROVIDER subsequent to admission to the Drug Court Treatment Program (DCTP).

b. Eligibility Guidelines

- i. Adult (at least 18 years old); and
- ii. Dane County resident; and
- iii. Diagnosable Substance Use Disorder; and
- iv. Current participant in Dane County DCTP; 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; or
- vii. In the first phase of a drug court program and unable to enter a similar program despite being covered by an insurance plan with a benefit for that 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 use of alcohol and other drugs among DCTP participants;
- b. To improve individual functioning in the targeted treatment plan areas;
- c. To maintain the number of treatment completions by engaging clients in the treatment process;
- d. To decrease the likelihood of relapse by identifying and introducing clients to outside support systems;
- e. To assist clients in reducing the incidence and severity of the consequences experienced by their drinking and drug use

2. Performance Indicators

- a. Participants who successfully complete the DCTP will reduce, as a group, their overall use of alcohol and other drugs by 30% on average.
- b. 50% of all participants who successfully complete the DCTP will not be charged with a crime during the subsequent two-year period.
- c. 50% of all participants will successfully complete the DCTP.

C. Contract Requirements Specific to Program:

1. Referral/Application Process

Only individuals who have volunteered to participate in the DCTP and have been referred by the CAU of PROVIDER are eligible for services.

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 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

Office hours are 8:00 a.m. to 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. The unit of service for is a direct client hour of service.

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 assigned DCTP case manager.

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 DCTP or upon termination from the program by the presiding Drug Court Judge.

6. Clients to be Reported

Clients served who have been registered and given a COUNTY client identification number are reported to the COUNTY.

7. Units of Service

One hour represents one unit of service for both outpatient treatment (Program #: 3653) and case management (Program #: 3654).

8. Other Features and Requirements

a. Policies and Procedures

PROVIDER agrees to adhere to the policies and procedures developed by the DCTP and participate in the development of additional policies and procedures as needed, including but limited to attendance at the case reviews and project meetings.

b. Reporting Requirements

PROVIDER agrees to provide the statistical information required by the DCTP.

- c. **Evaluation**
PROVIDER agrees to participate in all evaluation activities related to the DCTP.
- d. **Program Certification**
PROVIDER shall maintain certification under State Community Substance Abuse Services Standards established by Administrative Rule Chapter DHS 75 for services provided.
- e. **Program Improvement**
PROVIDER shall conduct a minimum of one walk-through consistent with the Network for the Improvement of Addiction Treatment (NIATx) Process Improvement Guidelines. The goal of the walk-through is to see the program from the client's perspective. PROVIDER shall submit to the COUNTY a written report of the walk-through. At a minimum this report shall include a summary of areas that need improvement, the strengths demonstrated during the walk-through, and one identified process to be changed. This written report shall be submitted on or before October 15.
- f. **Tuberculosis Services**
 - i. The PROVIDER shall directly provide or routinely make available the following TB services to each individual receiving treatment for substance abuse:
 - (a) Counseling the individual with respect to TB.
 - (b) Testing to determine whether the individual has been infected with mycobacterium TB to determine the appropriate form of treatment for the individual.
 - (c) Providing for or referring the individuals infected by mycobacterium TB appropriate medical evaluation and treatment.
 - ii. The PROVIDER shall implement the infection control procedures that are consistent with those established by the Wisconsin Department of Health Services to prevent the transmission of TB and that address the following:
 - (a) Screening individuals and identification of those who are at high risk of becoming infected.
 - (b) Meeting all state reporting requirements while adhering to federal and state confidentiality requirements 45 CFR parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR part 2.
 - (c) Case management activities to ensure that individuals receive such services.
 - iii. The PROVIDER shall report all individuals with active TB as required by state law and in accordance with federal and state confidentiality requirements 45 CFR Parts 160 & 164 Health Insurance Portability and Accountability Act, HIPAA, including 42 CFR Part 2.

JOURNEY MENTAL HEALTH CENTER, INC.
Dane County OWI Court - Assessment and Coordination
Program #10670

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Intake Assessment (SPC 603)

The provision of services in a natural or supportive service setting to persons who are or may become clients for purposes of determining the existence of, and the nature of, a specific problem or group of problems. Services may include, but are not limited to: assessment, diagnosis, referral, and the development of an initial treatment plan. Also includes intake activities which occur prior to the establishment of client status.

1. Service Location

Services under this contract are provided at 25 Kessel Court, Madison, WI 53711 and at the Dane County Courthouse.

2. Persons to be Served

a. Target Population

The target population for the OWI Court Program is the hardcore drunk driving offender who agree to a term of probation that outlasts the length of the OWI Court Program.

b. Eligibility Guidelines

Eligibility criteria for the services under the OWI Court include all of the following:

- i. At least 18 years old;
- ii. Dane County resident;
- iii. Current charge of Operating While Intoxicated, Third Offense. The charge cannot be accompanied by an Aggravated Driving Accident or Injury or if the person is deemed by the court to have a bad driving record. The offense cannot have occurred with a minor child (under 16 years-old) in the vehicle;
- iv. BAC .20 or higher;
- v. Assessment finding of Dependency or Suspected Dependency;
- vi. Offender must be placed on probation, mandatory compliance with OWI Court as a condition; and
- vii. High case management needs.

3. Federal and State Requirements

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

B. Program Evaluation

1. Goals

102

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

- a. To break the cycle of driving while intoxicated.
- b. To provide an objective and effective bridge between the justice system and the community.
- c. To decrease the incidence of criminal offenses and return to incarceration by adults with substance use disorders.
- d. To provide a fully integrated and comprehensive treatment program with close scrutiny by the judicial branch.

2. **Performance Indicators**

- a. Participants who successfully complete the OWI Court program will reduce their overall use of alcohol and illicit drugs.
- b. 50% of all participants who successfully complete the OWI Court program will not be re-arrested during the subsequent two-year period.
- c. 50% of all participants will successfully complete the OWI Court program.
- d. The rate of unemployment among participants who successfully complete the OWI Court program will be reduced.

C. **Contract Requirements Specific to Program**

1. **Referral/Application Process**

Only individuals who have agreed to participate in the OWI Court Program and have been referred by the criminal justice system.

2. **Capacity/Wait List**

PROVIDER capacity is identified in the contract Program Summary Form. PROVIDER will maintain a waiting list when necessary. PROVIDER shall communicate with the COUNTY at least once each month regarding the wait list status.

3. **Service Methods**

a. **Service Definition**

The PROVIDER shall perform all of the following functions:

- i. Substance Use Disorder (SUD) assessment and program eligibility determination of all referred individuals;
- ii. Development of written recommendations regarding referrals for treatment and/or case management;
- iii. Referral of eligible individuals to SUD treatment and to other service providers within 48 hours of program admission;
- iv. Coordination of services between Department of Corrections staff assigned to the OWI Court and treatment providers;
- v. Liaison between the courts and the substance use disorder treatment service delivery system, to maintain communication with all aspects of the justice system and treatment providers participating in the OWI Court;
- vi. Manage and monitor participants' Driver Safety Plans and communicate relevant information to the Department of Transportation regarding participants' progress with achieving objectives of the Driver Safety Plan; and

vii. Maintain communication between treatment and case management providers and the policy makers through participation at OWI Court Advisory Committee meetings.

b. Frequency of Contact

Each participant shall have less than six hours of contact per week. PROVIDER shall communicate with assigned Department of Corrections agents a minimum of one hour per week. PROVIDER shall communicate with treatment providers as needed to facilitate care for OWI Court participants. PROVIDER shall meet with the court team (including the presiding judge, and designees from the District Attorney's Office and the Public Defender's Office) every week the court is in session.

c. Nature of Contact

The majority of contact under this contract shall take place in the PROVIDER's office and the Dane County courthouse, and shall be face-to-face between staff from the PROVIDER and each client. The PROVIDER may have some contact with and on behalf of admitted clients by telephone, email, fax, and mailed correspondence. PROVIDER's contact with Department of Corrections agents may be face-to-face or by telephone, email, fax, and mailed correspondence. PROVIDER shall appear in person at OWI Court hearings.

d. Service Hours/Days

Office hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

e. Length of Service

Individuals who are successfully discharged are typically in the program for 12 months. However, the length of an individual's participation is tailored to individual client needs and based on satisfying program criteria for completion.

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 OWI Court or upon termination from the program by presiding OWI Court Judge.

6. Clients to be Reported

Clients who are assessed are given a COUNTY client number and are reported to the COUNTY.

7. Units of Service

One hour represents one unit of service.

8. Other Features and Requirements

a. Policies and Procedures

PROVIDER agrees to adhere to the policies and procedures developed by the OWI Court Program and participate in the development of additional policies and procedures as the need arises.

b. Evaluation

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

1. the development of data collection instruments, methodologies and systems and the release of such information to the evaluators;
2. 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.

c. Program Certification

PROVIDER shall maintain certification under State Community Substance Abuse Services Standards established by Administrative Rule DHS 75 for services provided. The PROVIDER shall also maintain compliance with State Assessment of Drivers with Alcohol or Controlled Substance Problems Standards established by Administrative Rule DHS 62 consistent with its designation as a County Assessment agency.

d. Program Improvement

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

e. Adult Protective Services

PROVIDER understands that the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.

- i. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
 - (a) PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
 - (1) The guardian's name, current address, phone number and e-mail address.
 - (2) A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
 - (3) A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
 - (b) Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement

order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.

- (c) Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48 hours after the transfer provider notice of transfer to the Probate Office, the guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.
- (d) Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24 hours prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48 hours of the transfer.
- (e) The PROVIDER, when requested, shall submit on a timely basis a complete, clear and signed Watts Annual Review Form.
- (f) The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
- (g) Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
- (h) When requested, PROVIDER shall provide testimony in court hearings.
- (i) To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the appointment or otherwise assure the consumer's presence at the appointment.
- ii. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54 and 55.
- iii. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.

f. Tuberculosis Services

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

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

JOURNEY MENTAL HEALTH CENTER, INC.
Jail Opiate Project
Program #9190

2017 – SCHEDULE A

A. Description of Services to be Purchased

This program is intended to provide:

Program #: 9190 – Outpatient, Regular (SPC 507.00)

Outpatient treatment service means a nonresidential treatment service that provides a variety of evaluation, diagnostic, intervention, crisis, counseling, physical health services, and medical support 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

PROVIDER will 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. opiate drug users

b. Eligibility

PROVIDER will 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 Opioid Use Disorder; and
- iv. Incarcerated in the Dane County Jail for a minimum of 60 days immediately before presenting for services.

3. Federal and state requirements:

PROVIDER will comply with all federal and state requirements related to the funding source for this program including the Residential Substance Abuse Treatment Grant from the Wisconsin Department of Justice.

B. Program Evaluation

1. Goals

- a. To provide an objective and effective bridge between the justice system and the community.
- b. To minimize the risk of overdose by opiate-dependent individuals released from jail after a period of sobriety while incarcerated.
- c. To reduce the use of alcohol and other drugs among participants;

- d. To maximize the number of treatment completions by engaging clients in the treatment process;

2. Performance Indicators

- a. Engage at least 20 individuals in the program.
- b. 50% of program participants will be compliant with medication-assisted therapy while in treatment with the PROVIDER.
- c. 60% 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. 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.
 - iii. 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 primarily from AIDS Resource Center of Wisconsin and from staff from the Dane County Jail. PROVIDER is the authorizing agent for services provided under this contract. An individual whose referral is received prior to release from jail shall be provided with an intake appointment within 24 hours of their release from jail.

2. Capacity/Wait List

No wait list for this program is permitted.

3. Service Methods

a. Service Definition

Services provided under the terms of this contract will include: screening, assessment/diagnosis; treatment plan development, monitoring and review, individual, group (including Cognitive Behavioral Therapy), couple and family counseling, case management, medication assisted therapy, psychiatric, crisis intervention services, education, and referral to other needed services.

b. Frequency of Contact

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

c. Nature of Contact

The majority of contact under this contract will take place in the PROVIDER's office with some contacts in the Dane County jail and/or community, and will be face-to-face between staff from the PROVIDER and each client admitted to the

program. 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 satisfy the requirements of the Residential Substance Abuse Treatment Grant from the Wisconsin Department of Justice.

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. 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 #: 83689 ✓ Division: Adult Community Services	Provider: JOURNEY MENTAL HEALTH CENTER OF DANE COUNTY Funding Period: January 1, 2017 through December 31, 2017 ✓	Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.										
Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 9002	9002	ACAADMIN	AMMHAA	Medicaid Billing Agent-ACS	702	0	0	\$ 1.39 ✓	✓ 143,344	\$ 199,249	\$ -	\$ 199,249	None
b.													
c.													
d.													
e.													
f.													
g.													
h.													
i.													
j.													
Total										\$ 199,249	\$ -	\$ 199,249	

*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.
- b.
- c.
- d.
- e.
- f.
- g.
- h.
- i.
- j.
- k.

Contract Manager(s)/Programs: Edjuana Ogden Accountant(s)/Programs: Laura Yundt

Journey Mental Health Center, Inc.
2017 SCHEDULE A PROGRAM REQUIREMENTS
Medicaid Billing Agent
For the Adult Community Services Division
Program # 9002

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 and MA Community Support Program (CSP) 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.
Keying for CSP 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 143,344

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

ADDITIONAL PROGRAM SPECIFIC REPORTING REQUIREMENTS

Mental Health Supplemental Data	Dane County Department of Human Services 1202 Northport Drive Madison, WI 53704 Marlene/Geoff	Every 6 months
Monthly Client Service Reports	Contract Manager or designee 1202 Northport Drive, 53704 simon@countyofdane.com grabot@countyofdane.com	Monthly by the 7 th Recovery House
Client Satisfaction Report	Contract Manager or designee 1202 Northport Drive, 53704 simon@countyofdane.com grabot@countyofdane.com	Annual
Applicable MOU Agreements	Contract Manager or designee 1202 Northport Drive, 53704 simon@countyofdane.com grabot@countyofdane.com	As Requested or Annually
Crisis Contact Logs	JMHC – Crisis Stabilization 625 West Washington Avenue Madison, WI 53703	Weekly They submit these electronically
CRS Service Documentation	CRS Coordinator 1202 Northport Drive, 53704 erinm@recoverydane.org FAX 608-242-6531	Weekly or as otherwise directed
Inpatient Funding Authorizations	Contract Manager or designee 1202 Northport Drive, 53704 simon@countyofdane.com grabot@countyofdane.com	Daily as authorized
Itemized Detail of Emergency Fund	Contract Manager or designee 1202 Northport Drive, 53704 simon@countyofdane.com grabot@countyofdane.com	Monthly by the 20 th
Authorization for Adult Family Home, Short Term Care and Group Home Placement	Dane County Department of Human Services Ground Floor 1202 Northport Dr. Madison, WI 53704	Within 3 days of admission
Program Licensure (CBRF/AFH)	Contract Manager or designee 1202 Northport Drive, 53704 simon@countyofdane.com grabot@countyofdane.com	Annual
Program Prioritization Criteria	Contract Manager or designee 1202 Northport Drive, 53704 simon@countyofdane.com grabot@countyofdane.com	By January 31 st
Wisconsin Medicaid Cost Reporting (WIMCR)	Northport designee 1202 Northport Drive, 53704 WIMCR@countyofdane.com	By 30 th of the each month
Inpatient Diversion Data	Contract Manager or designee 1202 Northport Drive, 53704 grabot@countyofdane.com	July 31, 2017 and January 31, 2018

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

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum amends and is hereby incorporated into the existing Purchase of Service Agreement No. **83689** (“Agreement”), entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and **Journey Mental Health Center, Inc.** (hereinafter “PROVIDER”).

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

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

1. Definitions:

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

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

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

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

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

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

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

- a. Exercise any of its rights to reports, access and inspection under this Addendum; and/or
 - b. Require PROVIDER to submit to a plan of monitoring and reporting, as COUNTY may determine necessary to maintain compliance with this Addendum, and/or
 - c. Provide PROVIDER with a reasonable period to cure the breach; or
 - d. Terminate the Agreement immediately.
17. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of PROVIDER's contractual relationship with COUNTY, PROVIDER shall:
- a. Return to COUNTY or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that PROVIDER received from or created on behalf of COUNTY. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of PROVIDER. In such case, PROVIDER shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. PROVIDER shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of PROVIDER's contractual relationship with COUNTY. Within such thirty- (30) day period, PROVIDER shall certify on oath in writing to COUNTY that such return or destruction has been completed.
 - b. If PROVIDER destroys PHI, it shall render the PHI completely unusable, unreadable, and undecipherable to unauthorized persons using approved methods. Electronic redaction is an insufficient method of destruction.
 - c. If PROVIDER believes that the return or destruction of PHI is not feasible, upon mutual agreement of the Parties, PROVIDER shall extend the protections of this Addendum to PHI received from or created on behalf of COUNTY, and limit further uses and disclosures of such PHI, for so long as PROVIDER maintains the PHI.
18. Miscellaneous:
- a. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by the Secretary with regard to PHI, this Addendum shall automatically amend so that the obligations imposed on PROVIDER remain in compliance with such regulations.
 - b. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits COUNTY to comply with the Security and Privacy Rules.
 - c. Indemnification. PROVIDER shall defend and hold COUNTY harmless from all costs, including attorney fees, resulting from PROVIDER's failure to meet any of its obligations under this Addendum.
 - d. Independent Contractor Status. Nothing in this Agreement shall be interpreted to alter PROVIDER's independent contractor status with COUNTY.

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

For PROVIDER:

By: Alan Zoellner
Alan Zoellner
(Print or type name)

Title: Chief Financial Officer

Date: 11-21-2016