

Independent Contractor Agreement
Agreement Between Provider and Independent Service Provider
For Use by Providers with Wraparound Milwaukee Fee-for-Service Agreements

This Independent Contractor Agreement is made and entered into this _____ day of _____, 20____ between _____
Provider Agency Name
hereafter referred to as Provider and _____
Practitioner Name, Credential
hereafter referred to as Independent Service Provider (ISP)

Following clauses are added to the existing Independent Contract Agreement between the parties identified above as a requirement to provide Cover Services as a Direct Service Provider as defined in the Wraparound Milwaukee Fee-for-Service Agreement (FFS Agreement). In case of conflict between provisions in existing agreement and language included herein, this agreement will supersede. If no agreement exists, this agreement will form the agreement between the parties as it relates to services provided under above named FFS Agreement.

1. None of the provisions of this agreement are intended to create, nor shall be deemed or construed to create any relationship between the parties other than that of independent contractors. Each party agrees to maintain State of Wisconsin certification or licensure requirements as required to provide the Wraparound Milwaukee related Covered Services and to practice within contemporary ethical standards.
2. The ISP is subject to the terms and conditions set forth in the Wraparound Milwaukee Fee for Service agreement (FFS Agreement) in affect at the time the Covered Service is provided. ISP agrees to Provide Covered Service(s) to eligible Participants in conjunction with the requirement described in detail in the FFS Agreement or County Program Service Specific Policy and Procedure.
3. ISP is an Independent Service Provider as defined in the FFS Agreement, and is not an employee or a sub-contractor of Provider.
4. ISP will comply with all relevant provisions of the FFS Agreement, particularly the following clauses as they apply to ISP:
 - Confidentiality
 - Clients Rights
 - Protecting Privacy of Patient Health Information
 - Indemnity & Insurance
 - General Obligations of Provider
5. That the ISP will maintain and update his/her credentialing file, including proof of State of Wisconsin License/Certification, all required insurance coverage (including malpractice insurance) and all other FFS Agreement and Wraparound Milwaukee Covered Service specific requirements and inform Provider of any change or lapse thereof within 48 hours of any such change or lapse. To include change in status of the ISP license/credentials, insurance coverage, charges and/or convicted of any crime specified in DHS12.115 and/or of any offenses referenced in the Milwaukee County Resolution Requiring Background Checks on Department of Health and Human Services Contract Agency Employees Providing Direct Care and Services to Children and Youth. ISP failure to inform Provider of changes to the above may result in sanctions including loss of

approved provider status with Wraparound Milwaukee and/or recovery or non-payment for Covered Services provided.

6. The ISP operates under this agreement to perform specific FFS Agreement Covered Services for specific amounts of money under which the ISP controls the means and methods of performing such Covered Services, but will be subject to quality assurance /supervision by the Provider and/or Wraparound Milwaukee and Milwaukee County to verify and maintain the standard of services being provided as required by the FFS Agreement and where applicable, Wraparound Milwaukee service specific Policies and Procedures.
7. The ISP is responsible for the satisfactory completion of Covered Service(s) that they are contracted to perform and is liable for failure to satisfactorily complete the services. The ISP will be required to provide adequate Case Notes and records for the Covered Services provided as mandated by the FFS Agreement, and/or any applicable policy/procedure, service description or state/federal mandated requirements in effect the time the Covered Service is provided in order to be compensated for such Covered Service(s).
8. Provider and Wraparound Milwaukee shall be notified in writing of all complaints filed in writing against the ISP. ISP shall inform the Purchaser in writing with their understanding of the resolution of the complaint.
9. Provider reserves the right to terminate the contract with ____ day notice. The ISP agrees to fulfill their professional responsibilities to those clients with whom they are working at the time of termination of this agreement.

A sample copy of the Milwaukee County Department of Health and Human Service Fee-for-Service Agreement can be found on the Milwaukee County website at <http://www.county.milwaukee.gov>.

This contract is agreed upon and approved by the authorized representatives of Provider and ISP as indicated below.

FOR INDEPENDENT SERVICE PROVIDER:

Signature of Independent Service Provider

Date

Print Independent Service Provider Name

Title

FOR PROVIDER:

Signature of Provider

Date

Print Provider Name

Title

For Wraparound Milwaukee:

Provider must have written authorization from Wraparound Milwaukee to use Independent Service Providers to provide Covered Services. Attach an executed copy of this Agreement to the Direct Service Provider Request Form.