

COUNTY OF MILWAUKEE
Behavioral Health Division Administration
Inter-Office Communication

DATE: September 25, 2018

TO: Tom Lutzow, Chairperson – Milwaukee County Mental Health Board

FROM: Contract Advisory Team (CAT)
Teig Whaley-Smith, DAS Director & CAT Project Manager

SUBJECT: **Recommendation regarding an Inpatient Psychiatry Services Agreement with Milwaukee Behavioral Health, LLC, an affiliate of Universal Health Services, Inc.**

Issue

Wisconsin Statute 51.41(10) requires approval for any contract related to mental health with a value of at least \$100,000. No contract or contract adjustment shall take effect until approved by the Milwaukee County Mental Health Board. Per the statute, the Contract Advisory Team (CAT) is recommending the Behavioral Health Division (BHD) execute an Inpatient Psychiatry Services Agreement with Milwaukee Behavioral Health, LLC, an affiliate of Universal Health Services, Inc.

Background

On February 22, 2018 the Milwaukee County Mental Health Board (“Board”) unanimously approved proceeding with negotiations with Universal Health Services (UHS) for an Inpatient Psychiatry Services Agreement. The CAT was created with a broad range of stakeholders including members of BHD Staff, the Board, and various County administrative departments. First, the CAT developed a contract outline based on existing BHD templates, the UHS response to request for information, and other sources. In April of 2018 the CAT approved an initial contract to propose to UHS. A smaller Negotiations Team was established from the larger CAT. The Negotiations Team held dozens of phone calls with UHS and did twelve revisions to the contract to land on the final contract with UHS. The CAT reviewed the contract and recommended approval on September 18, 2018.

Overview of the Contract

The Contract is for UHS to build a facility in Milwaukee County which will be the primary receiving facility for all Emergency Detentions which are the statutory responsibility of Milwaukee County (“Service Recipient”) regardless of their insured status. The UHS facility will include additional beds, beyond what will be utilized by Milwaukee County. Milwaukee County will pay a per diem rate of \$950 for each Service Recipient that Milwaukee County is statutorily obligated to pay for (“Uninsured Service Recipient”). There are only two exceptions to UHS responsibility to treat Service Recipients: (1) if there is “a physical health issue that

requires a level of medical attention that (UHS) cannot provide (“Medical Exception”)¹, and (2) if there is a level of acuity that cannot be treated by UHS (“Acuity Exception”).² The contract specifies that most cases will not require the Medical Exception or Acuity Exception³ because of UHS’s expertise in handling high acuity patients. The term of the Contract is for 7 years, with options for the County to extend for five additional periods of five years each.⁴

A. What protections are there from an increase in referral to a State Institution?

UHS specializes in high acuity patients. If there is a high acuity patient that requires additional care, the first step in the process is that UHS would ask for a designation of Enhanced Care, where the County would pay an additional \$35 per hour for 1:1 staffing with the Service Recipient. If Enhanced Care is not successful, then UHS may request the Service Recipient be moved to a State Institution, but that may only happen if the BHD Medical Director concurs with the decision. If the BHD Medical Director disagrees with the decision, UHS may appeal to a third-party physician.⁵

B. What if UHS runs out of Beds?

If UHS is running low on beds, the Contract allows the County to reserve any remaining beds at the daily rate of \$950 each.⁶ Additionally, BHD intends to maintain the MOU arrangements with local hospitals who currently partner with BHD and accept referrals for clients under Emergency Detention. In the rare case that there would be an individual with extreme needs and there was no local inpatient bed available, BHD would be able to refer such cases to the State Hospital who would have to accept them under statute.

C. What is the future role of BHD and the Mental Health Board related to this Contract?

BHD will still need to manage and monitor the Contract, similar to the other contracts that BHD currently manages. The Contract has several appeal procedures that require a decision by either the BHD Administrator and/or the BHD Medical Director. Furthermore, the Contract specifies that UHS will provide quarterly updates to the Mental Health Board,⁷ and the Mental Health Board has the ability to include two non-voting members on the Board of Governors of the local Milwaukee UHS facility.⁸

D. How will Transition of Service Recipients to the Community be handled?

The Contract includes an acknowledgement of BHD’s values of holistic person centered care, healing focused care, strength based service, cultural reverence, needs driven care, and capacity building.⁹ The Contract further specifies that Service Recipients are treated by UHS “only until

¹ See Contract Section 31.A.1

² See Contract Section 31.A.2

³ See Contract Section 31.A.1

⁴ See Contract Section 30.

⁵ See Contract Section 31.A.1

⁶ See Contract Section 31.A

⁷ See Contract Section 11.

⁸ See Contract Section 36.

⁹ See Contract, page 3.

there is no longer a Medical Necessity,” and that UHS will coordinate with County staff for transition to community services.¹⁰

E. What Controls are there on the length of stay?

In addition to the requirement of Medical Necessity as indicated in Section D above, at any time, the BHD Treatment Director can appeal the Medical Necessity decision to a third-party board certified physician.¹¹

F. What happens if there is a complaint?

The Contract requires UHS to develop a Complaints, Grievances and Appeals (CGA) procedure to be approved by the BHD Administrator within 120 days after signing the contract. This CGA procedure will outline a plan for addressing Service Recipient complaints, grievances and appeals in a manner consistent with applicable regulations and best practices.¹²

G. What happens upon termination?

There are several ways the contract could terminate: (a) if UHS does not provide the services agreed to, (b) if the County does not make payment, or (c) if the County decides not to renew the contract after seven years. Because of UHS enormous capital commitment to build a new hospital the contract includes an additional payment by Milwaukee County to UHS if (i) the County does not extend the contract for a total of 15 years, and (ii) UHS is unable to fill the County related beds with Service Recipients from other Payors.¹³ In any event of termination, the County and UHS have committed to formulate a transition plan to transfer Service Recipients to an alternate facility named by Milwaukee County.

H. What cost controls are in place?

Because the Contract is on a per diem basis, the best cost control is management of the referral process, Medical Necessity, and ensuring the County is the Payor of last resort. The County has the ability to get a third-party audit of billings and seek reimbursement if necessary.¹⁴ Furthermore, the contract does provide a limitation on inflation of 2%-4% each year.¹⁵

I. What performance outcomes are in place?

The Contract specifies that in the first year of the Contract, the County and UHS will develop a Local Baseline and negotiate in good faith on future Performance Measure payment enhancements and reductions.¹⁶

Submitted By:

¹⁰ See Contract Section 29.

¹¹ See Contract Section 31.2

¹² See Contract Section 1.w.

¹³ See Contract Section 33.

¹⁴ See Contract Section 14.F.

¹⁵ See Contract Section 27.

¹⁶ See Contract Section 9.F

Teig Whaley-Smith
Director, Department of Administrative Services
Project Manager, Contract Advisory Team



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Milwaukee County Mental Health Board and Joint Task Force 2014-2018 Timeline of Acute Care Options Evaluation Process

The Milwaukee County Behavioral Health Division (BHD) provides the citizens of Milwaukee County with a comprehensive array of the highest quality behavioral health care services - no matter their severity of illness or ability to pay. Today, BHD is transforming to become a national best practice leader in integrated behavioral health care. This means moving from being a hospital-based provider of acute psychiatric care to become a comprehensive provider of preventive, treatment and recovery-oriented care in community-based settings.

Key Mental Health Board Activities

September 2014 - November 2015:	The Administration of the Milwaukee County Behavioral Health Division ("BHD") informs the Milwaukee County Mental Health Board ("MCMHB") about the poor condition of Milwaukee County's acute care facilities, the impact of this on services, and future acute care service needs.
November 2014:	BHD forms a Facility Administrative Committee ("Committee") and hires the architectural firms of Zimmerman Architectural Studios, Inc. and Architecture Plus to assist in developing a space plan for a new behavioral health hospital (the "Program").
April 23, 2015:	The committee presents a Program to MCMHB, and at that meeting, MCMHB votes (as a policy matter) to authorize BHD to pursue a Request for Proposals ("RFP") process to identify one or more parties to partner with BHD to construct and operate a new behavioral health acute care facility.
June 25, 2015:	The committee presents key aspects of the RFP to the MCMHB, and MCMHB votes (as a policy matter) to approve BHD's continued exploration of finding a partner to operate an acute care facility.
July 9, 2015:	MCMHB holds special meeting to solicit input from the public regarding outsourcing acute care services.
July 15, 2015:	BHD issues an RFP.
August 24, 2015:	Interested parties are required to attend a pre-proposal conference on this day. Only three potential partners come to the conference: Correct Care Recovery Solutions ("CCRS"); Liberty Healthcare ("Liberty"); and Universal Health Services, Inc. ("UHS"). Shortly thereafter, Liberty informs BHD they will not be able to meet the RFP timelines and withdraw from the process.
October 22, 2015:	BHD presents to MCMHB the RFP Review Panel's recommendation to withdraw the RFP due to the limited number of potential respondents. At that meeting, MCMHB appoints two task forces: the Task Force on Local Public/Private Partnership and the Task Force on National Entity Partnership. The two Task Forces decide at their first meeting on November 30, 2015 to convene as a single joint Task Force ("Joint Task Force").



Key Joint Task Force Activities

November 30, 2015:	Joint Task Force holds first meeting.
November 2015 - April 2016	BHD administrators and Joint Task Force representatives update Joint Task Force at each meeting regarding ongoing discussions with local health systems about partnership options. These updates are provided in closed session in accordance with Wisconsin Statutes, Chapter 19.85(1)(e), which provides for closed sessions when conducting public business "whenever competitive or bargaining reasons require a closed session."
January 18, 2016:	CCRS presents to Joint Task Force.
January 25, 2016:	Liberty presents to Joint Task Force.
February 5, 2016:	The Joint Task Force sends letter to UHS and local providers soliciting responses for potential partnership opportunities.
February 16, 2016:	Local health systems indicate their inability to respond to the letter due to lack of data. They submit a number of recommendations for the Joint Task Force to consider.
March 10, 2016:	The Joint Task Force reviews Milwaukee Health Care Partnership ("MHCP") recommendation to hire consultant, Public Policy Forum, to develop comprehensive acute and outpatient plan, including option of developer financing new acute care facility.
March 21, 2016:	The Joint Task Force invites MHCP and State of Wisconsin Department of Health and Human Services to meet with Joint Task Force.
April 12, 2016:	UHS presents to Joint Task Force.
May 2, 2016 – December 2016:	The Joint Task Force conducts due diligence regarding CCRS and UHS (Liberty withdraws from consideration May 13, 2016, after receiving initial due diligence request). See attached Due Diligence Summary.
June 6, 2016:	The Public Policy Forum indicates its inability to perform study without additional resources.
August 2016:	MHCP presents a "MCHP Behavioral Health Workplan" to Joint Task Force.
October 2016 - March 2017:	BHD and local health system discuss use of existing campus space for acute behavioral health care services. BHD evaluates the space and application of IMD exclusion. Options explored are deemed unworkable by the parties for a number of reasons, including financing limitations and capitalization requirements.
February 14, 2017:	The Joint Task Force site visit team visits CCRS's South Florida State Hospital.
February 21-22, 2017:	The Joint Task Force site visit team visits two UHS facilities - Brook Glen Behavioral Health, Ft. Washington, PA and Hampton Behavioral Health Center, Westhampton, NJ.
March 8, 2017:	BHD reports regarding evaluation of option with local health system. Letter sent to local health systems indicating that any proposals for other options must be received before the April 6, 2017 meeting. No proposals are submitted by this deadline.
April 6, 2017:	Immediately after the Joint Task Force's meeting adjourns, a Joint Task Force Co-Chair receives a telephone call from a representative of a group of local providers requesting the opportunity to present a proposal at the Joint Task Force's May 4, 2017 meeting. The representative



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May 4, 2017:	acknowledges awareness of the April 6, 2017 deadline for proposals. The Milwaukee Mental Health Coalition presents potential partnership, and interest to provide all behavioral health services to the Joint Task Force. Joint Task Force invites UHS back to Milwaukee to present at the June 1, 2017 Joint Task Force meeting.
May 19, 2017:	Correct Care withdraws from process.
June *, 2017	BHD conducts an employee survey for employee input, and continues monthly employee communications to keep employees apprised of the process.
June 1, 2017:	UHS presents to Joint Task Force. In closed session, Joint Task Force requests BHD to work with the Coalition to form a partnership. Joint Task Force requests same between BHD and UHS. The Joint Task Force also requests BHD to perform due diligence and develop a financial proforma for a developer to build a new hospital facility. A deadline is set for October 5, 2017. A deadline is established for Coalition to present their proposal at the October 5, 2017 Joint Task Force meeting.
June 22, 2017:	Timeline, to date, of process shared with Mental Health Board.
July 18, 2017:	Reinhart submits a preliminary due diligence request to the Coalition and materials were received. Reinhart searches public and proprietary databases. The Joint Task Force stresses the importance of using the same process as used with previous vendors, which included quality, human resources, financial, and legal assessments, (also known as phase two of the process). Next steps include developing a timeframe for Coalition site visits.
August 15, 2017:	Behavioral Health Division's (BHD) hospital leadership joins the Milwaukee Mental Health Coalition's due diligence group as guests. The intent is to relay what BHD operations entail in preparation of their proposal to be a provider, and includes a discussion of statutory responsibility. The requested information falls within the parameters of an open records request, and is provided. Hospital leadership also shares information with Universal Health Services. A request for certain non-public, non-releasable data is denied due to its content.
September 7, 2017:	The Joint Task Force reached a point in its efforts to identify a partner where two potential candidates, UHS and the Milwaukee Mental Health Coalition, remain. The "Site Visit Group" takes on the responsibility of being the Review Committee related to the clinical component and aspects of the written submissions due November 6, 2017.
September 17, 2017:	The Coalition tells the Behavioral Health Division Administrator they are withdrawing from the process, indicating they could not agree on a viable proposal.
October 2, 2017:	The Review Committee holds its first meeting, and develops a process of evaluation and a timeline for a decision was completed. A Review Committee (related to the financial components and aspects of the written submission) was targeted to be chartered by Milwaukee County.
December 7, 2017:	The final phase of the due diligence process is the review of the written proposal from Universal Health Services (UHS). The Clinical Review Committee reviews the proposal. The reason for the proposal is to ensure their intent is "in writing," to include the terms of the model and the



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services provided. It also ensures UHS understands what is expected and the deliverables are documented. There is also an idea that proposal document would be integrated into the contract language and scope of services. UHS receives approximately 133 questions to respond to, which they did. The Review Committee scores each question using a pass/fail/need more information process.

December 14, 2017:	Teig Whaley-Smith is identified to lead contract negotiations. A Contract Advisory Team is organized, in addition to a smaller negotiation team, to complete the final negotiations with UHS.
January 4, 2018:	The due diligence process is complete, with the assistance of Reinhart Law Offices. The three phases of due diligence include the request for numerous documents, site visits, and the review of the written proposal. The Joint Task Force unanimously votes to move forward into formal negotiations with Universal Health Services.
February 22, 2018:	The Mental Health Board (MHB) unanimously votes to proceed with negotiations with Universal Health Services (UHS) and provides UHS with a Letter of Exclusivity regarding said negotiations. The MHB also unanimously votes to sunset the Local Public/Private Partnership and National Entity Partnership Joint Task Force, which initially convened November 30, 2015.
March 2, 2018:	A series of meetings are scheduled for both the Contract Advisory Team and the smaller negotiation team.
April - August 2018:	At its first meeting, the Contract Advisory Team is presented with the basic Milwaukee County Fee-for-Service template and the written UHS proposal. The task of combining the two begins. Over several months, a series of meetings, conference calls, and emails take place involving many BHD, Milwaukee County, and UHS officials exchanging multiple iterations of language. They slowly move toward mutually acceptable contract verbiage. The most significant challenges are related to UHS creating a new local entity for the Milwaukee Market and it being a self-insured entity. There is also significant general concern raised by UHS in that they are reluctant to agree to specific contract terms that add deliverables or requirements that are duplicative to other State, Federal, or Joint Commission regulatory requirements as it would put them at a significant competitive disadvantage to the other BHD partner hospitals. In the end, compromises are made by all parties on a document that was acceptable to the Contract Advisory Team.
September 18, 2018:	The Contract Advisory Team makes a recommendation to move the contract on for consideration and approval by the Finance Committee and the Mental Health Board, subject to outstanding edits in final contract language related to "entity" and certain audit requirements.

Attachment B



Contract Advisory Team (CAT) Recommendation



CAT Membership

Membership:

BHD Administrator: Mike Lappen*

BHD Chief Operations Officer: Jennifer Bergersen*

BHD Chief Medical Officer: Dr. John Schneider

BHD Budget: Chris Walker*

MHB: Tom Lutzow, Chair

MHB: Mike Davis, Finance Committee

MHB: Mary Neubauer

DHHS Deputy Director: Jeanne Dorff*

DHHS Director: Mary Jo Meyers

BHD Financial: Chris Walker*

DAS Director: Teig Whaley-Smith*

CEX Chief of Staff: Raisa Koltun*

Comptroller: Scott Manske

Corporation Counsel: Colleen Foley/Paul Kuglitsch

Risk Management: Megan Rogers/Chris Luttrell

Outside Counsel: Larri Broomfield*

Ex-Officio Member: Dr. Rose Kleman, State of Wisconsin

* = Negotiation Team Member





Timeline

Nov. 2014	BHD forms a Facility Administrative Committee (FAC)
April 23, 2015	FAC presents on complexities of owning a smaller facility, MHB authorizes RFP for Acute Care Services.
July 15, 2015	BHD Issues RFP
Oct. 22, 2015	RFP withdrawn, BHD establishes Joint Task Force (JTF) to review Proposals
Feb. 22, 2018	JTF completes review and recommends UHS, Mental Health Board selects UHS
Mar. 26, 2018	CAT Meeting #1 – Established Outline
April 13, 2018	CAT Meeting #2 – Established initial Contract proposal
April – Sept 2018	Negotiations with UHS
Sept. 12 & 18, 2018	CAT Recommendation of Contract
Sept. 26, 2018	Consideration of Contract



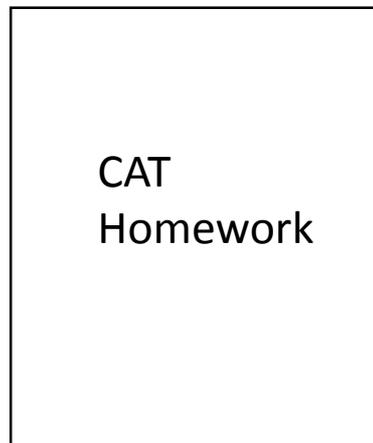
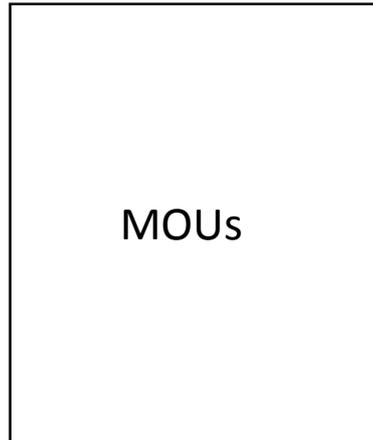


CAT Process: Base Contracts

There are four base documents drafting has begun from:



Template FFS





CAT Process: Overview of Homework

A draft Contract Outline has been produced, which will be reviewed today:

**BHD-UHS Acute Care Services
DRAFT Contract Outline v1 3-26-2018**

CONFIDENTIAL DRAFT DO NOT DISTRIBUTE

Doc #	Originating Document (OD)	OD #	Short Title	Description
Contract Provisions				
1	Template FFS; CAT Homework 1 (Lutzow)	1	General Obligations of Provider	Covers providers requirements of occupancy permits, compliance with laws, notice of issues, etc. Also covers provider obligations for indirect staff, consumers, and documentation.
2	Template FFS	2	Compliance with Caregiver Background Checks	Requires provider to comply with MC CHHS Caregiver Background Check Policy and Procedure.
3	Template FFS	3	Confidentiality and Protecting Privacy of Patient Health Information	Requires provider to comply with HIPPA and similar regulations.
4	Template FFS	4	Client Rights	Requires compliance with Mental Health Act (Chapter 51), including non-retaliation for filing complaints.
5	Template FFS	5	Independent Capacity and Relationship	Specifies that provider is an independent contractor and not a legal partner.
6	Template FFS	6	Assignment & Subcontract Limitation	Does not allow assignment or subcontracting without approval of BHD
7	Template FFS	7	Required Disclosures and Prohibited Practices	Requires compliance with 42 CFR Part 455, Part B and similar ethics requirements.
8	Template FFS	8	Equal Rights and Civil Rights Compliance	Requires a non-discrimination and affirmative action plan
9	Template FFS; CAT Homework 1 (Lutzow, Davis, Koltun, Bergeson, Broomfield)	9	Performance Measurement	Data to be reported to include: Average Length of stay, wait times, patient satisfaction levels, refusal arbitration results, safety incidents, investigations. Consider Performance reward/penalty provisions. Consider notice of nationwide vs. local incidents.





Overview of Contract

- UHS to Build Facility in Milwaukee County (MC)
- The UHS Facility will serve both County referrals and Non-County Referrals
- UHS to be Primary Receiving Facility for all MC Emergency Detentions
- MC financial responsible for the Uninsured (Per Diem Rate of \$950)
- Other Payors billed for Insured Patients
- Medical Exception and Acuity Exception
- Term is 7 years, with MC option to extend 5 times at 5 years each.

See Contract Sections 30, 31.A.1 – A.2





Minimizing State Referrals

UHS specializes in high acuity patients. If there is a high acuity patient that requires additional care, the first step in the process is that UHS would ask for a designation of Enhanced Care, where the County would pay an additional \$35 per hour for 1:1 staffing with the Service Recipient. If Enhanced Care is not successful, then UHS may request the Service Recipient be moved to a State Institution, but that may only happen if the BHD Medical Director concurs with the decision. If the BHD Medical Director disagrees with the decision, UHS may appeal to a third-party physician.

See Contract Section 31.A.1





Maximizing Availability of Beds

If UHS is running low on beds, the Contract allows the County to reserve any remaining beds at the daily rate of \$950 each. BHD will also maintain Memorandums of Understandings with existing hospitals to maintain enough beds for Emergency Detention Referrals.

See Contract Section 31.A.1





Role of BHD & Mental Health Board

- BHD still manages and monitor the Contract
- Several appeal procedures that require a decision by either the BHD Administrator and/or the BHD Medical Director.
- UHS will provide quarterly updates to the Mental Health Board
- Mental Health Board has the ability to include two non-voting members on the Board of Governors of the local Milwaukee UHS facility.

See Contract Sections 11 & 36





Transition to Community Services

- The Contract includes an acknowledgement of BHD’s values of holistic person centered care, healing focused care, strength based service, cultural reverence, needs driven care, and capacity building.
- The Contract further specifies that Service Recipients are treated by UHS “only until there is no longer a Medical Necessity,” and that UHS will coordinate with County staff for transition to community services.

See Contract Page 3 & Section 29

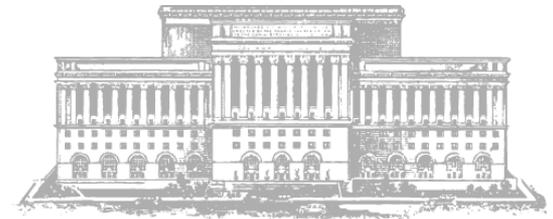




Controls on Length of Stay

- The Contract specifies that Service Recipients are treated by UHS “only until there is no longer a Medical Necessity.”
- At any Time, BHD Treatment Director can appeal Medical Necessity decision to a third-party board certified physician.

See Contract Section 29 &31.2





Handling of Complaints

The Contract requires UHS to develop a Complaints, Grievances and Appeals (CGA) procedure to be approved by the BHD Administrator within 120 days after signing the contract. This CGA procedure will outline a plan for addressing Service Recipient complaints, grievances and appeals in a manner consistent with applicable regulations and best practices.

See Contract Section 1.w.





In the event of Termination

There are several ways the contract could terminate:

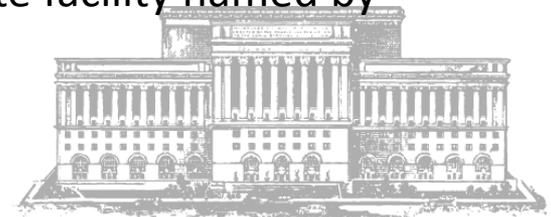
- (a) if UHS does not provide the services agreed to,
- (b) if the County does not make payment, or
- (c) if the County decides not to renew the contract after seven years.

Because of UHS enormous capital commitment to build a new hospital the contract includes an additional payment by Milwaukee County to UHS if:

- (i) the County does not extend the contract for a total of 15 years, and
- (ii) UHS is unable to fill the County related beds with Service Recipients from other Payors.

In any event of termination, the County and UHS have committed to formulate a transition plan to transfer Service Recipients to an alternate facility named by Milwaukee County.

See Contract Section 33.





Cost Controls in Place

Because the Contract is on a per diem basis, the best cost control is management of the referral process, Medical Necessity, and ensuring the County is the Payor of last resort. The County has the ability to get a third-party audit of billings and seek reimbursement if necessary. Furthermore, the contract does provide a limitation on inflation of 2%-4% each year.

See Contract Section 14.F and 27





Performance Outcomes in Place

The Contract specifies that in the first year of the Contract, the County and UHS will develop a Local Baseline and negotiate in good faith on future Performance Measure payment enhancements and reductions.

See Contract Section 9.F



Attachment C

MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
BEHAVIORAL HEALTH DIVISION
PROGRAMS

DRAFT



2018 – 2019 FEE-FOR-SERVICE AGREEMENT
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**MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**2018 - 2019 FEE-FOR-SERVICE
AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of __, 2018 by and between **the Milwaukee County Department of Health and Human Services Behavioral Health Division** (hereafter referred to as "**Purchaser**") and Milwaukee Behavioral Health, LLC (hereinafter referred to as "**Provider**" or "UHS"), and shall become effective the ____ day of __, 2018 ("Effective Date")

WITNESS that:

WHEREAS, Purchaser is a governmental subunit of Milwaukee County and/or a Specialized Managed Care Organization managing and providing mental health, substance abuse and/or health and social services; and

WHEREAS, Purchaser also arranges for the provision and purchase of such services from Mental Health and Health and Social Services Providers for adults, children and families in Milwaukee County-operated programs or programs managed by Purchaser; and

WHEREAS, Provider desires to provide such services for Purchaser itself, or through a subsidiary. They shall be collectively referred to hereinafter as "Provider".

WHEREAS, Provider and Purchase share values of care that include: holistic person centered care, healing focused care, strength based service, cultural reverence, needs driven care, and capacity building.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties that Provider shall provide the services at the rates set forth in the "Scope of Work", attached hereto as **Attachment A**, and Financial Terms, attached hereto as **Attachment D**, and otherwise on the following terms and conditions.

SECTION ONE

General Obligations of Provider

Provider Level Obligations

A. Capitalized terms not otherwise defined in the body of this Agreement shall have the meanings set forth on Attachment B. Provider understands and agrees that all provisions of this Agreement are in effect at all times that services covered under the Scope of Work are provided on behalf of Purchaser.

B. In the event that this Agreement establishes a different standard or obligation on a given matter than federal, state, or local laws, rules, or other regulations ("Laws"), the greater standard shall apply. In the event that there are any inconsistencies between this document and other Agreement items, the following order of precedence shall be followed:

1. This Agreement;
2. County Policies and Procedures;
3. UHS Policies and Procedures

4. E-mail or other written communication from BHD Administrator, DHHS Director, or BHD Medical Director, unless it specifically authorizing a waiver or exemption to 1 or 2, above.

Upon written request, UHS will provide the Purchaser access to copies of all current UHS Policies and Procedures.

C. Provider agrees to obtain, post, and submit upon request an Occupancy Permit, or equivalent, as required by municipality, which demonstrates that use of the location for services performed under the Scope of Work (the "Services") is permitted.

D. Provider agrees to notify Purchaser in writing within ten (10) Business Days (except where otherwise identified) of any of the following changes or conditions:

1. Provider or Provider Facility name;
2. Provider Facility ownership or a change in ownership in any 12-month period of more than 25% of any class of voting securities of Provider or any Change in Control of Provider; Provider shall notify Purchaser within three (3) Business Day of the date Provider becomes aware of such condition;
3. Provider Facility business or billing address(es);
4. Provider Facility main telephone or fax number;
5. E-mail address to where Provider elects to have official business sent;
6. Proof of the Provider Facility's Federal Employer Tax ID Number (FEIN);
7. Change of insurance carrier or insurance coverage affecting the Provider Facility;

8. Restriction or suspension of Provider or any Provider Facility Direct Service Provider at Provider's Facility ("DSP"), and/or Indirect Staff at Provider Facility ("Indirect Staff") license(s), including occurrence of negative findings such as license suspension, surrender, expiration, or revocation, or request of forfeiture, fines, plan(s) of correction due to licensing violations that occur or exclusion from participation in any federal health care program. Provider shall notify Purchaser within one (1) Business Day of the date Provider becomes aware of such condition;

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9. Restriction or suspension of Provider Facility license(s), including occurrence of negative findings such as license suspension, surrender, expiration, or revocation, or request of forfeiture, fines, plan(s) of correction due to licensing violations that occur or exclusion from participation in any federal health care program. Provider shall notify Purchaser within one (1) Business Day of the date Provider becomes aware of such condition;

10. Any arrests, charges or convictions of Provider Facility DSP and/or Indirect Staff; Provider shall notify Purchaser within one (1) Business Day of the date Provider becomes aware of such condition;

11. Inability of Provider Facility to accept referrals and process intake or assessment of referrals within the timelines defined in the UHS Policies and Procedures, including if Provider Facility has wait lists;

12. Inability of Provider Facility to support the level of agreed-upon Services as contained in DHHS guidelines or Provider's proposals, budget or any Scope of Work; Provider shall notify Purchaser within one (1) Business Day of the date Provider becomes aware of such condition;

13. Actual breach of the PHI of Service Recipient; this carries a notification requirement; and

14. Receipt of any audit or survey report from any state or federal agency that identifies regulatory or operational deficiencies that could cause Service Recipient harm or gives rise to an actual overpayment by any federal health care program

E. Provider and Provider Facility agree to have access to a computer system with internet capability and a functional e-mail account that Purchaser can use for ongoing communication with Provider.

F. Provider agrees to provide notification prior to making changes in ownership structure or location of any site where Services are provided, to ensure that proposed organizational changes are consistent with this Agreement. Notwithstanding the foregoing, this paragraph shall not apply to changes to internal ownership structure.

G. UHS Policies and Procedures shall be consistent with all local, state, federal laws and TJC accreditation standards, if applicable.

H. Provider shall fully cooperate with any and all program evaluation efforts as may be required by Purchaser during the term of this Agreement and shall provide reasonable access to patient clinical records used to conduct the evaluation.

I. Provider will supply documentation, reports, invoices, billings, evaluation reports, and other supportive documentation as reasonably requested by Purchaser.

J. Provider agrees to provide a response to requests from Purchaser within mutually agreed upon timeframes.

K. Provider agrees to share quality outcome measures with Purchaser on a quarterly report.

L. Provider agrees that it will receive and maintain Joint Commission Accreditation within two (2) years after Occupancy Date.

Provider Obligations for DSPs and Indirect Staff

M. Provider understands and agrees that the employment status of individual DSPs or Indirect Staff with Provider is not dependent on approval, denial, or any other administrative action by Purchaser.

N. Provider agrees to abide by the terms of Chapters 48 and 50 of the Wisconsin Statutes requiring Background Checks on all caregivers as set forth in Section Two (Compliance with Caregiver Background Checks) of this Agreement, and the terms of the DHHS Caregiver Background Check Policy and Procedure, No. 001 (policy can be found at: <http://county.milwaukee.gov/ContractMgt15483.htm>).

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Provider agrees to screen, on a monthly basis, (i) all DSPs and Indirect Staff and (ii) vendors who will have Service Recipient contact or responsibility for filing or processing claims to federal health care programs for exclusion from federal health care programs and for debarment from any federal agency. In addition to compliance with Caregiver Background Checks and exclusion screening regarding barred convictions, Provider will also consider conviction history of any candidate before requesting to add a DSP and/or Indirect Staff to determine suitability based on a substantially related test as described in DHS 12.06 (http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12). In instances including, but not limited to, multiple (two (2) or more), recent (within five (5) years), or felony convictions, or for any charges with open dispositions, Provider may be required to obtain a copy of the Criminal Complaint(s) from the Clerk of Court's Office to determine whether a conviction is substantially related to care of a Service Recipient. Purchaser reserves the right to make a final determination regarding conviction records and whether a conviction is substantially related to the Services in question.

Purchaser will also consider status of probation/parole, extended supervision, deferred prosecution agreements, or participation in a Driver Safety Plan in evaluating eligibility to provide Services at Provider Facility.

Provider shall conduct subsequent background checks at intervals no greater than those prescribed by the Wisconsin Statutes and/or the terms of the DHHS Caregiver Background Check Policy and Procedure, No. 001, or as often as is necessary to ensure that individual DSPs and/or Indirect Staff have suitable backgrounds and are free of any barred convictions at all times that Services are delivered.

Provider shall, upon request, provide an attestation of its review of the OIG excluded provider list posted by the Health and Human Services. In the event a DSP or Indirect Staff is discovered to have been included on such exclusion list, Provider will promptly remove the DSP or Indirect Staff and shall notify Milwaukee within five (5) business days of learning of such event.

Provider will ensure that all DSP and Indirect Staff receive general training regarding the code of conduct and Provider's compliance obligations within 90 days of hire and annually thereafter. Provider also should maintain documentation of this training for each DSP and Indirect Staff member.

O. UHS will follow UHS Hiring Policies.

P. Provider is responsible for the supervision of DSPs and Indirect Staff and accountable for the accuracy and completeness of all required Service Documentation.

Provider is responsible for preparing and maintaining written documentation that identifies the hierarchy for oversight of all DSPs and Indirect Staff, Provider procedure for communication of the County's and UHS Policies and Procedures to DSPs and Indirect Staff, and Provider's plan related to supervision of all DSPs and Indirect Staff, including the process for review and approval of Service Documentation. Provider is responsible for being the point-of-contact to mediate any and all matters between Purchaser and DSPs and/or Indirect Staff.

Q. Final authority for determining eligibility to be a DSP or Indirect Staff rests with Provider.

R. Provider shall determine the methods, procedures and personnel policies to be used in initiating and furnishing Services to Service Recipients.

S. A valid driver's license is required to be held by any DSP and/or Indirect Staff who uses a vehicle for any purpose related to the provision of Services. Provider will abide by UHS Policies and Procedures related to patient transportation. Where a State of Wisconsin program, agency or DSP or Indirect Staff license (including a driver's license) or certification is required to provide Services, Provider agrees to notify Purchaser within two (2) Business Days if there is a complaint made to a licensing board or other governing body that Provider is made aware of, an occurrence of negative findings such as license surrender, suspension, revocation, expiration, or a request of forfeiture, fine, or plan of correction due to licensing violations that occur.

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T. Provider shall comply with all applicable wage and payment Laws dealing with compensation of DSPs and Indirect Staff, particularly as they relate to withholding pay, wage deductions, and/or making payment of wages conditional upon payment for outcome-based services. Payment of wages cannot be made conditional upon payment from Purchaser unless such arrangements conform with the parameters of Chapter 109 of the Wisconsin Statutes. Provider also agrees to comply with all applicable Laws pertaining to the use of Independent Contractors.

U. In accordance with the Wisconsin Fair Employment Law and Department of Workforce Development - Equal Rights Division, an anti-harassment policy must be implemented and adhered to by Providers. A strong and effective policy is required prohibiting workplace harassment, and procedures for addressing such matters when they arise. The policy must be communicated to DSP and Indirect Staff during orientation of new staff (no later than thirty (30) days from date of hire). DSPs and Indirect Staff must receive a copy of Provider's policies regarding harassment and the procedures for reporting it. Provider must provide and document training sessions related to harassment and retain documentation that all DSPs and Indirect Staff have received a copy of UHS Policies and Procedures related to harassment.

Guidance for creating an anti-harassment policy can be found at following link:
https://dwd.wisconsin.gov/er/civil_rights/discrimination/sample_harassment_policy.htm

Provider Obligations for Service Recipients

V. Provider agrees to provide Services for Service Recipients in accordance with UHS Policies and Procedures. Any deviations, exceptions, waivers, etc., for Provider must be approved in writing and in advance by Purchaser.

W. Provider will prepare a Complaints, Grievances and Appeals (CGA) Procedure within 120 days of Effective Date and submit to the BHD Administrator for approval, which shall not be unreasonably withheld. The CGA Procedure shall include a plan for addressing Service Recipient complaints, grievances and appeals in a manner consistent with applicable regulations and best practices. The CGA Procedure will need to be reviewed by the Milwaukee County Office of Corporation Counsel ("MCOCC") to ensure compliance with existing insurance covenants. Such CGA Procedure shall be deemed approved unless BHD Administrator, or MCOCC objects within sixty (60) days of receipt thereof (the "CGA Objection Period"). If the BHD Administrator or MCOCC objects within the CGA Objection Period, the parties shall work in good faith to resolve such objections within sixty (60) days of receipt by Provider of such objections ("CGA Resolution Period"). Any provisions not objected to in any such objection shall be deemed approved. Once finalized, the CGA Procedure will be included as **Attachment W**.

X. Unless otherwise indicated by this Agreement or program policy, the following are not billable activities:

1. Travel time to and from the location where Services are delivered;
2. Non face-to-face activity, including collateral contacts and phone calls to or regarding Service Recipients;
3. No Shows; and/or
4. Service Documentation time.

Y. Provider shall have a Critical Incident policy. "Critical Incidents" are defined as any events or situations that jeopardize the health or safety of Service Recipients or of staff. These situations include, but are not limited to, the following, or as otherwise defined by the UHS Policies and Procedures:

1. Death;
2. Physical injury;

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3. Fire setting;
4. Commission of a serious offense to or by the Service Recipient, DSP, or Indirect Staff;
5. Service Recipient attempts suicide;
6. Any event that could reasonably result in material and adverse media exposure;
7. Physical or sexual assault on or by Service Recipient, DSP or Indirect Staff;
8. Any instance of abuse or neglect of Service Recipient by any person including another Service Recipient;
9. Any credible allegation of caregiver misconduct (as described in DHS 13); and/or
10. Other: Any incident of a critical nature that may not be identified above (*i.e.*, death threat made by or to a Service Recipient, DSP or Indirect Staff, etc.).

Provider must report Critical Incidents in writing to Purchaser within three (3) Business Day of becoming aware of the Critical Incident or as required by the County's Policies and Procedures. In addition, Provider must immediately report Critical Incidents to the parent/guardian, Care Coordinator, Care Management/Support and Service Coordination Agency, Case Management Agency, Recovery Support Coordinator, and/or Human Service Worker/Juvenile Justice Worker. Provider also must report Critical Incidents involving abuse or neglect to the respective investigative agency including the Division of Milwaukee Child Protective Services or its successor, and/or Adult Protective Services.

Critical Incidents and notifications shall be documented in the Case Notes.

Provider Obligations for Service Documentation

Z. In the case of a minor Service Recipient, Provider shall retain Service Documentation until the Service Recipient becomes 19 years of age or until seven (7) years after Services have been completed, whichever is longer. In the case of an adult Service Recipient, Provider shall retain Service Documentation for a minimum of seven (7) years after Services have been completed.

AA. Provider agrees to maintain Service Documentation as required by this Agreement and all applicable Laws including a service-specific Consent for Services signed and dated by the Service Recipient (if age 14 or older) and/or the parent/guardian prior to the provision of Services.

BB. If the Service Recipient is under the age of 18 and is to be transported by a DSP, Indirect Staff or any other individual under direction of Provider, a Transportation Consent Form must be signed and dated by the minor Service Recipient's parent/legal guardian or by the adult Service Recipient prior to the first transport (unless otherwise indicated by UHS Policies and Procedures). Provider shall retain this documentation in the Service Recipient's file and submit to Purchaser upon request.

CC. Provider agrees to maintain and retain Service Documentation as required by this Agreement and all applicable Laws including, without limitation, all Laws regarding confidentiality of health information. Provider agrees to ensure all Service Documentation is legible. The signature of the DSP or Indirect Staff on Service Documentation (progress notes, treatment plans, etc.) must contain at a minimum the first and last names of Service Recipients, and not contain all capital letters or initials only. Provider agrees to maintain complete and accurate documentation in the official record of all Services activity related to Service Recipients. Failure to maintain accurate documentation may be grounds for termination of this Agreement.

See definition of Case Notes in **Attachment B** for required elements. Purchaser reserves the right not to pay for Services reported by Provider that are not supported by Service Documentation as required under this Agreement.

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Any correction, creation of, or addition to Service Documentation, with the exception of discharge summaries which are normally completed thirty (30) days post discharge, by Provider after invoicing and billing has taken place [billing typically occurs seven (7) days post discharge] must receive prior written approval from Purchaser. Service Documentation otherwise created or obtained subsequent to billing or in response to site review findings will not be accepted as support for payment (including affidavits).

Provider shall notify Purchaser whenever Provider knows that a Service Recipient may be entitled to coverage under any other health benefit plan or program or if there is other coverage of any kind available to the Service Recipient. Provider will assist Purchaser in obtaining information for the Coordination of Benefits when a Service Recipient is also covered by another health plan or payor program and will abide by Coordination of Benefit provisions in UHS Policies and Procedures. Provider agrees that all other monies received by Provider from any other source, including without limitation, health insurance sources, must be reported to Purchaser. This responsibility is addition to the Payor of Last Resort requirement of Section 31.

When required by the UHS Policies and Procedures, all Services require a Service Recipient's signature verification documenting that the Services were received.

DD. Provider agrees to ensure that DSPs and Indirect Staff complete and retain Case Notes prior to billing for Services. In no case shall Case Notes be completed more than ten (10) Business Days after the provision of the applicable Services unless otherwise specified in the UHS Policies and Procedures.

EE. Service Documentation will be on such forms and in such detail as may be required by Purchaser and will be made available to Purchaser upon request.

Other Provider Obligations

FF. Except where noted in the County's Policies and Procedures, all billable and non-clinical Services (where DSP or Indirect Staff is not licensed) are expected to utilize service methodologies that have evidence of efficacy for the target condition. For Services where Evidence-Based Practices are not used or not available, Purchaser reserves the right to request the following from Provider:

1. A summary description of the purpose of the Services, a description of the general activities engaged in, and any evidence-based support for the service model;
2. A description of activities by session, stage or other interval;
3. The specific learning objectives or intended benefit of the Services, as well as the intervals and methods for measuring benefits/objectives, and the intervals and methods used to determine whether continuation of Services is warranted; and
4. Any other protocols.

GG. Provider shall ensure that DSPs and Indirect Staff are oriented/trained to the curriculum for all Services they are authorized and approved to provide within thirty (30) days from the date of hire. Documentation of orientation/training shall be retained by Provider.

For all clinical Services (AODA and mental health services, where DSP or Indirect Staff is licensed), Provider shall develop and maintain a written description of the therapeutic approach, service model, and/or evidence-based support for the service model, as well as a description of the intervals and methods used to determine whether continuation of Services is warranted.

HH. Provider is responsible for providing initial training to all DSPs and Indirect Staff within thirty (30) days from the date of hire unless otherwise indicated per UHS Policies and Procedures. For ongoing DSPs and Indirect Staff, Provider is responsible for providing updated training on an annual basis (not to exceed 365 days). Per UHS Policies and Procedures, all training must be fully documented (and retained in Provider or personnel records) to include the following information: (i) subject of training; (ii) trainer's name; (iii) date of training; and (iv) duration of training. Provider training must cover the following subjects: [i] description of

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Services as defined by Purchaser or applicable Laws; [ii] Provider curriculum; [iii] documentation and billing requirements; [iv] Provider and program UHS Policies and Procedures including, without limitation, Provider's code of conduct and compliance Policies and Procedures; [v] FFSA (in full, or pertinent sections); and [vi] any other applicable Laws related to job duties performed under the Scope of Work.

II. Purchaser has the right to survey and test DSPs and Indirect Staff related to requirements under this Agreement and the UHS Policies and Procedures.

JJ. If Purchaser determines deficiencies in provision of Services by Provider, Purchaser may require corrective action to correct the deficiencies.

KK. Provider shall not utilize a home-based business/site for any office-based Services performed without Purchaser's prior written approval.

LL. Provider agrees to obtain, retain, and monitor current credentials and licenses for Provider and all DSPs and Indirect Staff, including subcontractors, as required by applicable Laws and the applicable UHS Policies and Procedures contained in **Attachment J** throughout the term of this Agreement.

MM. Provider understands and agrees that this Agreement may create obligations that exceed those required under licensure or other Laws, and that maintaining a license in good standing does not discharge or waive any obligations under this Agreement. Where this Agreement creates obligations in addition to, or which exceed, those required under licensure, Provider shall meet the obligations of this Agreement in addition to those required by licensure or other Laws.

NN. Provider acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable Laws. This Agreement shall be interpreted and enforced under the internal Laws and jurisdiction of the State of Wisconsin.

OO. [Intentionally left blank]

PP. Provider agrees that in cases of a physical illness or injury of a Service Recipient, Provider shall notify the emergency contact as identified in the Referral Form. (Note: Purchaser is not responsible to pay for Services related to a physical illness or injury of a Service Recipient.) Provider will prepare a Business Associate Agreement (BAA) within 120 days of Effective Date and submit to the BHD Administrator for approval, which shall not be unreasonably withheld. The BAA shall include a plan for the sharing of Electronic Health Records (EHR). The BAA will need to be reviewed by the Milwaukee County Risk Management Director ("Risk Manager") to ensure compliance with existing insurance covenants. Such BAA shall be deemed approved unless BHD Administrator, or Risk Manager objects within sixty (60) days of receipt thereof (the "BAA Objection Period"). If the BHD Administrator or Risk Manager objects within the BAA Objection Period, the parties shall work in good faith to resolve such objections within sixty (60) days of receipt by Provider of such objections ("BAA Resolution Period"). Any provisions not objected to in any such objection shall be deemed approved. Once executed, the BAA will be included as Attachment V.

QQ. In order for Provider and Service Recipients to be prepared for a natural or manmade disaster, or any other internal or external hazard that threatens Service Recipients, Provider staff, and/or visitor life and safety, and in order to comply with requirements of applicable Laws, Provider shall have and maintain a written Emergency Management Plan ("EMP"), to be made available to Purchaser upon request. All Provider personnel shall be oriented to the EMP and trained to perform assigned tasks.

SECTION TWO

Compliance with Caregiver Background Checks (CBCs)

Provider will follow UHS Hiring Policy to include following all State and regulatory requirements related to background checks.

SECTION THREE

Confidentiality and Protecting Privacy of Patient/Service Recipient Health Information

Provider will follow UHS Policies and Procedures and all Laws related to patient confidentiality.

UHS will provide the standard Business Associate Agreement for review and execution.

SECTION FOUR

Service Recipient Rights

Provider must honor the rights of every Service Recipient as stated in the Mental Health Act Wisconsin Statute, Chapter 51 State Alcohol, Drug Abuse, Developmental Disabilities and Mental Health Act, 51.30 Records and 51.61 Patient Rights, Chapter 92 Confidentiality of Treatment Records; The Wisconsin Administrative Code – Chapter DHS 94 – Patient Rights and Resolution of Patient Grievances, and any other applicable Laws, and the applicable County's Policies and Procedures.

SECTION FIVE

Independent Capacity and Relationship

Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between Purchaser or its successors or assigns and Provider or its successors or assigns or their employees, agents or independent contractors. In entering into this Agreement and in performing its obligations hereunder, Provider is at all times acting and performing as an Independent Contractor, duly authorized to perform the acts required of it hereunder. The parties hereto agree that Provider, its officers, agents, independent contractors, and employees, in the performance of this Agreement are acting on behalf of Provider and not as an officer, employee, independent contractor or agent of Purchaser or Milwaukee County. Further, Provider agrees to take such steps as may be necessary to ensure that each Independent Service Provider and subcontractor of Provider will be deemed to be an Independent Contractor with respect to Purchaser and Milwaukee County, and will not be considered or permitted to be an agent, officer, employee, servant, joint venturer, or partner of Purchaser or Milwaukee County.

By signing this Agreement, Provider certifies that no relationship exists between Provider and Purchaser that interferes with fair competition or is a conflict of interest, and no relationship exists between Provider and another person or organization that constitutes a conflict of interest with respect to this Agreement. If there is now or hereafter a conflict of interest, Provider must notify Purchaser's Contract Manager. Based on such notice, Purchaser's Contract Manager may waive such conflict in writing, if the activities of Provider will not be adverse to the interests of Purchaser or County.

SECTION SIX

Assignment and Subcontract Limitation

This Agreement shall be binding upon and accrue to the benefit of the parties and their permitted successors and assigns provided that Provider shall not assign, delegate or transfer any interest or obligation in this Agreement or the UHS Facility without the prior written consent of Purchaser, unless otherwise specifically permitted by this Agreement, or if prohibited by law. This restriction on assignment shall only apply to services related to the direct provision of mental health services to Service Recipients, and shall not include building maintenance, recreational services, or non-mental health related medical services. Such successor or assignment agreement, must include the provisions under Section 14 (Purchaser Site and Service Documentation Review) and Section 15 (Audit Requirements)

Provider may not subcontract this Agreement in part or in whole for any aspect of any Services, including agreements with Independent Service Providers ("ISP"), without the prior written consent of Purchaser. Any such subcontract or ISP agreement must be in writing and must include: (a) for ISP, the

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standard ISP Agreement Language developed by Purchaser and (b) for subcontractors, Purchaser approved subcontract agreements with all the provisions of this Agreement. Any such subcontract or agreement must receive the written approval of Purchaser, before the provision of any Services pursuant to such subcontract or agreement. Billing may be disallowed for any Services provided by ISPs or subcontractors that were not authorized and approved by Purchaser as required hereunder. Provider is and shall remain responsible for supervision and fulfillment of the terms and conditions of this Agreement in connection with ISPs or subcontractors. Such subcontract or ISP agreement, must include the provisions under Section 14 (Purchaser Site and Service Documentation Review) and Section 15 (Audit Requirements).

SECTION SEVEN

Required Disclosures and Prohibited Practices

A. Provider agrees to comply with the disclosure requirements of 42 CFR Part 455, Subpart B, as now in effect or as may be amended. To meet those requirements, and address real or potential conflicts of interest that may influence provision of Services, Provider shall furnish upon request to the Milwaukee County DHHS, and upon request to DHS in writing:

1. The names and addresses of all vendors of drugs, medical supplies or transportation, or other vendors providing Services at the Provider Facility or in connection with Service Recipients, in which Provider or its affiliates have a Controlling interest or ownership;
2. The names and addresses of all persons who own or have a Controlling interest in Provider;
3. Whether any of the persons named under paragraphs A.1. and A.2. above are related to any owner or to a person with a Controlling interest in Provider as a spouse, parent, child or sibling;
4. The names and addresses of any subcontractors providing Services; and
5. The identity of any person named in compliance with A.1. or A.2. above who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or Title XIX services, or any other federally funded healthcare program since the inception of those programs.

B. During the term of this Agreement, Provider shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County DHHS, or otherwise representing Milwaukee County or any person who, to the knowledge of Provider, has a conflict of interest, unless approved in writing by the Director of DHHS. Except as provided in Section 36 (Future Governance), or Section 32 (Transition Services – Entry) , no employee of the Milwaukee County DHHS, or otherwise representing Milwaukee County shall be an officer, member of the Board of Governors or similar governing body, or have a proprietary interest in Provider's business unless approved in writing by the Director of DHHS.

C. Provider agrees to comply with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Ordinances which states in part, "No person may offer to give to any County officer or employee or his or her immediate family, or no County officer or employee or his or her immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby." Provider will include training on this provision in Provider's Code of Conduct and Compliance Training.

Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

D. Provider shall furnish Purchaser with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Provider's

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employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Provider of goods and services under the Scope of Work. The relationship extends to partnerships, trusts, corporations or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction. Provider shall maintain a conflict of interest disclosure and management process and written UHS Policies and Procedures related to same.

E. Provider is prohibited from offering other providers reciprocal compensation for referrals for services.

F. Provider shall notify Purchaser, in writing, within thirty (30) days of the date payment was due of any past due liabilities to the federal government, state government, other governmental entity or their agents for income tax withholding, FICA, Worker's Compensation, garnishments or other employee-related liabilities, sales tax, income tax of Provider, or other monies owed in excess of \$5,000 in the aggregate. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by Provider to resolve the dispute.

SECTION EIGHT

Equal Rights and Civil Rights Compliance

A. Non-Discrimination, and Equal Employment Opportunity:

1. No eligible Service Recipient shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, sexual orientation, military/veteran status or military participation. No Service Recipient who is otherwise eligible for Services shall be denied Services due to arrest or conviction record, except where such a record prohibits the Service Recipient from participation due to residency restrictions or other restrictions specific to the conviction.

2. Provider agrees not to unlawfully discriminate against any employee or applicant for employment because of any class or characteristic protected under any applicable federal, state, or local law .

B. Civil Rights Compliance: Provider will provide a letter of assurance in a format approved by the state of Wisconsin Department of Health Services.

SECTION NINE

Performance Measurement

A. Purchaser may consider Provider performance history in consideration of Provider referrals and in termination or non-renewal decisions about this Agreement. Provider Performance Measures may be developed which reflect Service Recipient satisfaction and feedback, compliance with this Agreement and the UHS Policies and Procedures, and Provider outcomes, required service protocols or other performance domains. Purchaser reserves the right of non-renewal or early termination of this Agreement for low referral or service activity or reallocation of funding to other services.

B. Purchaser reserves the right to internally distribute results of the Performance Measures or other quality or compliance review results to the BHD Board.

If substantial deficiencies are identified by Purchaser of Provider knowledge or competence in the delivery of Services performed, Purchaser may require corrective action to correct the deficiencies. The two parties may agree at a later date to develop enhancements related to Performance Measures.

ASSESSING PERFORMANCE IN DELIVERY OF SERVICES

Purchaser retains sole authority to determine whether Provider's performance under this Agreement is adequate. Provider agrees to the following:

- A. Provider shall reasonably allow Purchaser's care manager and contracting staff 'to visit Provider Facility at any time for the purposes of ensuring that Services are being provided as specified in the Treatment or Case Plan.
- B. Upon request by Purchaser or its designee, Provider shall make available to Purchaser all documentation necessary to adequately assess Provider performance.
- C. Provider will cooperate with Purchaser in its efforts to implement Purchaser's quality improvement and quality assurance programs.
- D. Provider shall develop and implement a process for assessing Service Recipient satisfaction with Services provided. Provider shall report in a timely manner the results of its Service Recipient satisfaction assessment efforts to Purchaser. Purchaser reserves the right to review Provider's Service Provider satisfaction assessment process, and to require Provider to submit a CAP to address concerns identified in Purchaser's review of Provider's performance under such program.
- E. Provider shall submit all performance and other program reports as required in this Agreement.
- F. Provider will submit to the BHD Administrator Quarterly Performance Measure Reports in substantially the same format included on **Attachment L**. After the first year following the Effective Date, Purchaser and Provider will work collaboratively and negotiate in good faith to establish a Local Baseline for certain performance measures. Both parties in the future would like to discuss payment enhancements for exceeding the Local Baseline and payment reductions for not meeting the Local Baseline. Both parties agree to negotiate in good faith on future Performance Measure payment enhancements and reductions once the Local Baseline has been established.
- G. Provider will develop, implement and maintain an effective, ongoing, hospital-wide, data-driven quality assessment and performance improvement program.

SECTION TEN

Compensation

Provider agrees to provide Services at the rates specified in **Attachment D** (Financial Terms). Provider may not bill Service Recipients for Services unless allowed as identified in this Agreement. This prohibition on billing Service Recipients shall remain in effect in the event Purchaser does not pay compensation hereunder for any reason.

It is understood and agreed by all parties that Purchaser assumes no obligation to purchase from Provider any minimum amount of Services and Purchaser is unable to guarantee the volume of referrals funded under this Agreement. Under no circumstances shall Provider provide, nor shall Purchaser compensate for, services provided to Service Recipients which have not been pre-authorized by Purchaser. Pre-authorization shall follow the process detailed in the Scope of Work and the UHS Policies and Procedures (if applicable) and shall consist, minimally, of electronic or written documentation indicating the name of the Service Recipient, the quantity and type of Services being authorized, and the period for which the authorization is valid.

H. Purchaser will not compensate Provider for Services rendered by a DSP or Indirect Staff, whose license or credentials are not in conformity with the requirements of this Agreement. Failure of Provider to comply with this Agreement's requirements may result in withholding or forfeiture of any payments otherwise due Provider from Purchaser by virtue of any Purchaser obligation to Provider until such time as such requirements are met.

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I. *This is a per-diem rate agreement.* Payments for Services shall be made on a unit-times-unit-rate basis

Purchaser shall recover from Provider, moneys paid in excess of the conditions of this Agreement. Repayment shall be made in full within thirty (30) days after Purchaser has made written demand to Provider for repayment. Purchaser may recover repayments due to Purchaser from any subsequent payments due to Provider now or from future contracts, or from any other service agreement with Milwaukee County. Purchaser reserves the right to charge interest on outstanding repayments due Purchaser from Provider as set forth in s. 46.09(4)(h) of the Milwaukee County General Ordinances.

J. [Intentionally Omitted]

K. [Intentionally Omitted]

L. **Prompt Payment Law.** The parties agree that Wis. Stat. § 66.0135 (Interest on Late Payments) shall not apply to payment for Services covered in this Agreement.

M. Purchaser is intended to be the "**payor of last resort**" (Milwaukee County DHHS Payor of Last Resort Policy is incorporated herein and by reference) after all other public and private funds available to pay for the Services being purchased, including medical insurance and restricted contributions have been exhausted. Payments for these Services shall be made in accordance with the "order of payment" requirements for the funding agency, funding program, and other collections made by Provider for the Services performed. Under no circumstances shall Provider bill, charge, seek remuneration or compensation from or have recourse against the Service Recipient, or any person acting on his/her behalf, for Services provided. Except where prohibited by funding restrictions or exclusions, Provider agrees to recover payment from a third-party payment source, if available. Should such funding be obtained for Services for which Purchaser has previously paid hereunder, Provider will deliver to Purchaser within fourteen (14) days of receipt of payment from the third-party.

Pursuant to subsection M above, the Purchaser is intended to be the payor of last resort for certain Service Recipients. It is unknown whether future state or federal regulations regarding payor requirements for such Service Recipients may change during the term of this Agreement. If state or federal regulations change during the term of this Agreement, such that there is another payor responsible for such Service Recipients ("New Payor"), This contract shall be automatically assigned to the funding source for the Service Recipients affected. Provider is responsible for the accuracy of the billings for Services performed, and shall provide Purchaser with billings for said Services no later than sixty (60) days following the last day of the month in which the Services were rendered. Billings must reflect actual date(s) of Service provision and, for Services with a time-based service unit, actual time spent providing such Services.

N. Payment of Provider's invoice does not absolve Provider from a final accounting and settlement upon submission and review of any audit by Purchaser, or from audit recoveries arising from an on-site audit of Provider's Service Documentation in support of the Services.

O. Payment for all Services is based on the unit rate identified in **Attachment D** (Financial Terms), if applicable, and will be in effect for the term of this Agreement unless amended and approved in writing by Purchaser as of the date identified in written notification to Provider regardless of pre-authorization for Services.

P. If a Service Recipient has health insurance that includes coverage for a Service that is both reimbursable under said insurance and that Service is also covered under this Agreement, Provider must bill the third-party insurance for such Services, except where funding restrictions or exclusions apply.

Q. [Intentionally Omitted]

SECTION ELEVEN

Role of Mental Health Board.

The Milwaukee County Mental Health Board (MCMHB) is responsible for policy related to Milwaukee County's Role in Inpatient Psychiatry Services. At least quarterly, the Provider will provide a quarterly report to the MCMHB on Performance Measures and other items related to the performance of the agreement.

SECTION TWELVE

Indemnity & Insurance

A. Provider agrees to the fullest extent permitted by the appropriate Laws, to indemnify, defend and hold harmless, Purchaser, its officers and employees, from and against all damage, loss or expense, including costs and attorneys' fees, however arising, caused by: (i) the Provider including, without limitation, Provider's determinations of Medical Necessity and (ii) any wrongful, intentional, or negligent act or omission of Provider, or its agents or sub-contractors or Independent Service Providers ("ISP"), officers, board members, employees, volunteers, . This indemnity includes, without limitation, the Existing Claims of Provider (if any) listed on **Attachment T**.

B. Provider agrees to maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, DSPs, board members, volunteers, and Provider's Independent Service Provider(s). Such evidence shall include insurances covering Workers' Compensation claims as required by the State of Wisconsin, Employer's Liability, Commercial General Liability, Automobile Liability, Umbrella/Excess, Professional Liability, and Cyber Liability in the minimum amounts listed below. Purchaser may require Provider to obtain all required coverage or confirm that applicable coverage has been obtained by Purchaser approved Independent Service Provider(s) or approved subcontractor(s). Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

C. **All required Minimum Limits must be specific to the UHS Facility and to the scope of services provided pursuant to this Agreement.** Where Minimum Limits specify applicable statutory limits, it is agreed the minimum limits stated herein shall automatically change should statutory minimum limits change.

TYPE OF COVERAGE

MINIMUM LIMITS

Wisconsin Workers' Compensation

Statutory Limits*

**** Workers' Compensation is required for all Providers, regardless of organizational structure or size (includes one-employee providers, sole proprietorships, partnerships as well as Providers composed solely of independent contractors).***

A Waiver of Subrogation for Workers' Compensation by endorsement in favor of Milwaukee County is required.

Employer’s Liability \$1,000,000/\$1,000,000/\$1,000,000

Commercial General Liability
 Bodily Injury & Property Damage \$3,000,000 - Per Occurrence
 (Incl. Personal Injury, Fire, Legal Contractual
 Products/Completed Operations)

Automobile Liability
 Bodily Injury & Property Damage \$1,000,000 Per Accident
 All Autos - Owned, Non-Owned and/or Hired
 Uninsured Motorists Per Wisconsin Requirements

Umbrella/Excess Liability \$5,000,000 Per Occurrence

Professional Liability and/or Medical Malpractice, as applicable
 To include Certified/Licensed Hospital \$5,000,000 Per Occurrence

Provider shall obtain professional liability insurance coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate or such greater amounts as may be required by law or, to the extent applicable, to participate in the Wisconsin Injured Patients and Families Compensation Fund with the Provider’s professional liability insurance carrier or self-insurance program.

Cyber Liability \$5,000,000 Per Occurrence

- D. Automobile Liability insurance that meets the Minimum Limits as described in this Agreement is required for all owned agency vehicles (owned, non-owned, and/or hired). In addition, the Provider shall have Automobile Liability Insurance that meets the Minimum Limits for non-owned and/or hired autos.
- E. All patient transfers will be done in accordance with Provider patient transfer policy.
- F. For all programs and services provided under an organizational or individual license or certification, Provider shall maintain Professional Liability coverage as listed above. Milwaukee County shall be added as an additional insured.
- G. Umbrella/Excess Liability coverage must follow form and sit above Employer’s Liability, Commercial General Liability, and Automobile Liability coverage limits.
- H. Abuse and molestation coverage must be included under, Professional Liability insurance.
- I. Provider agrees to maintain and provide additional information as requested to Milwaukee County’s Risk Manager on its Cyber Liability coverage. At a minimum, Cyber Liability coverage will contain the following provisions at full policy limits:
 - a. Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
 - b. Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.

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- c. Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- d. Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- e. Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

Milwaukee County, as its interests may appear, will be provided additional insured status for Umbrella as requested by UHS (Provider) per the terms of this agreement

Provider agrees to make DHHS Certificate Holder on Certificates of Insurance as required in this Agreement. Purchaser reserves the right to request the Certificate of Insurance at any time, upon adequate notice.

CERTIFICATE HOLDER
Milwaukee County Department of Health and Human Services
Contract Administrator
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

Provider covenants, represents and warrants that, as of the Effective Date and at all times during the term of this Agreement, each and every self-insurance program maintained by Provider or its Affiliates is and shall remain funded to actuarial projected losses.

J. The insurance requirements contained in this Agreement are subject to periodic review by the Risk Manager. Failure to comply with these insurance requirements may result in suspension of the service provided in this Agreement.

SECTION THIRTEEN

Additional Obligations of Purchaser

Purchaser agrees to provide the following to Provider:

- A. Service Recipient written referral information.
- B. Information regarding Service Recipients and providers related to the Complaint and Grievance process.
- C. Notification of the number of pre-authorized Service units.

SECTION FOURTEEN

Purchaser Site and Service Documentation Review

A. Provider shall allow visual inspection of Provider Facility to Purchaser's representatives. Site Review shall be permitted as mutually scheduled at any time that Services covered under the Scope of Work are being provided. The ability for Purchaser to complete a site review will not be unreasonably denied. Care coordination visits will be handled separately.

B. Provider shall, within the requested time period, furnish to Purchaser, at no cost to Purchaser, any and all information requested by Purchaser relating to the quality and/or quantity covered by this Agreement and shall allow authorized representatives of Purchaser, the Milwaukee County Division of Audit Services ("DAS"), and Purchaser's funding sources to have right to inspect and audit all data and records necessary to confirm Provider's compliance with Laws and the specifications of this Agreement. Purchaser may require submission of requested documentation prior to payment for the Services performed under this Agreement. This provision shall survive the termination of this Agreement regardless of the reason.

C. It is agreed that Purchaser's representatives, the Milwaukee County DAS and representatives of appropriate government agencies, to the extent not inconsistent with the applicable provisions of state and federal Laws relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, medical records, , client case files, , as may be necessary to evaluate or confirm Provider's delivery of such Services and such other records of Provider as may be requested to evaluate or confirm Provider's program objectives as mutually determined. This provision shall survive the termination of this Agreement regardless of the reason.

D. In accordance with 42 CFR § 431.107 of the federal Medicaid regulations, Provider agrees to keep any records necessary to document the extent of services provided to recipients for a period of 7 years and upon request, to furnish to DHHS, DHS, the federal Department of Health and Human Services, or the state Medicaid Fraud Control Unit, any information regarding Services provided under any DHHS program, Wisconsin Medicaid, or Wisconsin Medicaid Waiver program. This provision shall survive the termination of this Agreement regardless of the reason.

E. Reviews covered under this Agreement, including Section 14, may be conducted for a period of at least seven (7) years following termination, or receipt of audit report, if required. Records shall be retained beyond the seven-year period if an audit is in progress or exceptions/issues/findings have not been resolved. This provision shall survive the termination of this Agreement regardless of the reason.

F. For Services performed under the Scope of Work, Purchaser has authority to adjust pending billings and payments due to Provider against any overpayment or any recovery resulting from site review, CPA reviews or other reviews by Purchaser representatives, including Milwaukee County DAS. This provision shall survive the termination of this Agreement regardless of the reason.

G. Purchaser and Milwaukee County DAS reserves the right at any time, at its expense, to audit the files of Provider related to both Payor of Last Resort and Medical Necessity ("Reimbursement Reconciliation Audit"). The Purchaser shall reduce future payments to Provider for any over-payments identified by the Reimbursement Reconciliation Audit. Purchaser will not utilize statistical extrapolation to estimate Provider's total liability from a sample of audited claims. Any repayments will be based on specific claims analysis.

H. Purchaser and Milwaukee County DAS reserves the right to submit, as required by law, any findings resulting from quality or fiscal reviews to any federal, state or local agencies and licensing/credentialing entities. This provision shall survive the termination of this Agreement regardless of the reason.

SECTION FIFTEEN

Audit Requirements

Provider will adhere to requirements as identified in the Conditions of Participation of Wisconsin Medicaid and all other conditions of participation or similar requirements of any applicable payor

Provider agrees that the Purchaser or Milwaukee County is entitled to repayment of amounts identified as a result of the audits required under this section and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. Interest and any legal expenses, if ordered by the court, incurred by Purchaser or Milwaukee County in collection of these amounts shall be charged to Provider on outstanding repayments as set forth in s46.09(4)(h) Milwaukee

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County General Ordinances. This provision shall survive the termination of this Agreement regardless of the reason.

Provider and Purchaser mutually agree that the Milwaukee County DHHS, Purchaser, DAS or their agents, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Agreement regardless of the reason.

The Provider shall permit the authorized representatives of the Milwaukee County Department of Audit Services, after reasonable notice, the right to inspect and audit all data and records of the provider related to carrying out this Agreement for a period of up to seven (7) years after completion of the contract

SECTION SIXTEEN

Corrective Action, Conditional Status, Suspension, Termination, & Milwaukee County Department

This Agreement may be terminated upon the occurrence of any one of the following events:

- a. Either party may terminate this Agreement upon the failure of the other to cure any breach or default of any material term, condition or covenant of this Agreement (other than the payment of by Purchaser of Provider's fees which shall be governed by Section (d) herein) within thirty (30) days after receipt of written notice by the terminating party to the other specifying with particularity the specific material term, condition or covenant which has not been performed or has been breached by the other party. Notwithstanding the foregoing, in the case of an alleged breach which cannot, with due diligence, be cured within such period of thirty (30) days, either party may terminate this Agreement if the breaching party fails to exercise due diligence to cure such alleged breach within thirty (30) days from receipt of such notice (it being intended that in connection with a breach not susceptible of being cured with due diligence within thirty (30) days, that the time of the breaching party within which to cure the same shall be extended for such period as may be necessary to complete the same with all due diligence).
- b. Purchaser may, effective immediately, upon written notice to Provider, and payment of any and all fees due Provider, terminate this Agreement, if Provider (i) files a petition in bankruptcy or is adjudicated bankrupt; (ii) institutes or suffers to be instituted any procedure in bankruptcy court for reorganization or rearrangement of its financial affairs; (iii) has a receiver of its assets or property appointed because of insolvency; (iv) makes a general assignment for the benefit of creditors, or (v) is, or becomes, a Sanctioned Provider.
- c. Provider may, effective immediately, upon written notice to Purchaser terminate this Agreement, if Purchaser (i) files a petition in bankruptcy or is adjudicated bankrupt; (ii) institutes or suffers to be instituted any procedure in bankruptcy court for reorganization or rearrangement of its financial affairs; (iii) has a receiver of its assets or property appointed because of insolvency; (iv) makes a general assignment for the benefit of creditors, or (v) is, or becomes, a Sanctioned Provider.
- d. In the event of termination, with cause, by either party, it is expressly understood that Purchaser shall have sole responsibility for the continued delivery of services to current patients of the Program or the Program's associated programs.
- e. Purchaser may not, under any circumstances, terminate this Agreement until Purchaser has received from Provider written notification that all invoices have been paid in full.

In the event of the termination of this Agreement, with cause, by either party, such termination shall not affect or negate any obligations of either party to the other arising prior to the date of termination. Further, any termination of this Agreement shall be without prejudice to any right or remedy to which the terminating party may be entitled either at law, or in equity, or under this Agreement.

A. Debarment:

Provider may be debarred from future contracting opportunities with Milwaukee County, Purchaser or DHHS for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with Milwaukee County, Purchaser or DHHS; violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not limited to, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of Service Participants; failure to comply/cooperate with Quality or Compliance Site Reviews or audits; failure to permit access to or provide documents and records requested by Milwaukee County, Purchaser or DHHS; failure to correct findings or other conditions identified in a Quality or Compliance Site Review, Purchaser or other agency annual independent audit; or any other material breaches of this Agreement.

Action debaring Provider from future contractual relationships with Milwaukee County, Purchaser or DHHS extends to all owners, partners, officers, board members, or stockholders of Provider and to all organizations, regardless of legal form of business, in which Provider or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with Milwaukee County, Purchaser or DHHS.

If Provider that has been debarred from contracting opportunities with Milwaukee County, Provider or DHHS for commission of any of the offenses enumerated above, Provider shall not be permitted to apply for, or engage in, providing services under any agreement with Milwaukee County, Provider or DHHS for a minimum of three (3) years from commencement date of debarment.

As provided for in section 1128 (c) (3) (B) of the Social Security Act, if Provider is convicted of theft by fraud under Medicare, Medicaid, or any federal health care program as defined in section 1128B (f) of the Act, Provider shall be excluded from eligibility to participate in the Medicare, Medicaid, and all federal health care programs for a minimum of five (5) years. The Act defines a federal health care program as any plan or program that provides health benefits, whether directly, through insurance, or otherwise, which is funded directly, in whole or in part, by the United States government.

Provider, and its owners, partners, officers, board members, or stockholders of Provider and all organizations, regardless of legal form of business, in which Provider or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business, will not be allowed to provide contracted services or enter into or sign a new agreement with Milwaukee County, Purchaser or DHHS programs even after the suspension or termination period is over if an amount due from Provider remains outstanding and/or if an approved and current repayment plan (with no overdue installments) has been in place for less than three 3 years.

B. Provider's Termination Rights

Notwithstanding any other provision of this Agreement, Provider's only termination rights are for non-payment by Purchaser. Prior to termination, Provider shall notify Purchaser of any delay in payment, and Purchaser shall have sixty (60) days to cure.

SECTION SEVENTEEN

Certification Regarding Debarment

Provider certifies to the best of its knowledge and belief, that it and its Directors and Officers:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;

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- B. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency or participation in a federal health care program;
- D. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- E. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- F. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (B); and
- G. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

SECTION EIGHTEEN

Provider Complaints/Appeals/Grievances

Provider may file a formal grievance or otherwise appeal decisions of Purchaser in accordance with Attachment M – Conflict Resolution Procedure, County’s Policies and Procedures, Milwaukee County Ordinances, Legal & Contractual Remedies.

SECTION NINETEEN

Notices

Notices to Purchaser provided for in this Agreement shall be given in writing and be sufficient if sent by mail (U.S. mail or other courier) or email unless otherwise agreed to by both parties. Notices to Provider shall be given in writing and be sufficient if sent by mail (U.S. mail or other courier) to the address stated in this Agreement or email (email address as identified in this Agreement), except as otherwise prescribed or prohibited by law, or as designated County’s Policies and Procedures. If any party changes its address, they shall notify the other party in writing within five (5) Business Days.

SECTION TWENTY

Whistleblower and Non-Retaliation Policy

Purchaser and Provider agree that ensuring that DSPs, Indirect Staff, contract staff, Independent Service Provider(s), and volunteer(s) are afforded protection under state and/or federal whistleblower protection Laws is paramount to the intent of this Agreement. Provider certifies that it will comply with the provisions of the Sarbanes-Oxley Act of 2002 (SOX), as well as other whistleblower protection Laws. Provider shall adopt and implement a whistleblower policy, per **DHHS Whistleblower Policy and Procedure, No. 003** (<http://county.milwaukee.gov/ContractMgt15483.htm>) Provider shall provide education and training regarding its whistleblower and non-retaliation UHS Policies and Procedures to all DSP and Indirect Staff within 90 days of hire and annually thereafter.

SECTION TWENTY-ONE

Agreement Content

This Agreement shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. The courts of Wisconsin shall have jurisdiction over any cause of action which arises under, or by virtue of, this Agreement, whether the action is at law or in equity, whether the action is on the contract or for a breach of the contract, and whether the action is for monetary damages or declaratory, injunctive, or other equitable relief.

This Agreement supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated herein. This Agreement may be executed in two or more counterparts each of which shall be deemed as original.

If any provision(s) of this Agreement is waived by Purchaser the remaining provisions of the Agreement shall remain in effect.

If any provision(s) of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of its jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

To the extent this Agreement conflicts with the Scope of Work, this Agreement shall control. To the extent that the Scope of Work conflicts with any other Attachment, the Scope of Work shall control.

SECTION TWENTY-TWO

Emergency Detention and Mental Health Services Provisions

Annually, at the beginning of each calendar year, Provider and Purchaser will enter into an Emergency Detention and Mental Health Treatment Services Agreement ("Detention Agreement"). This Detention Agreement is necessary to designate the Provider Facility as a Detention Facility pursuant to Wis. Stat. § 51.15.

SECTION TWENTY-THREE

Periodic Meetings & Community Engagement

It is agreed that the parties will schedule periodic meetings to encourage successful implementation and sustainability of the arrangements contained in this Agreement. Purchaser will regularly request participation by Provider in such reporting and participation, and Provider agrees to participate in such activities as required by applicable Laws and otherwise to participate in such activities as reasonably requested by Purchaser.

SECTION TWENTY-FOUR

Regulatory, License Requirements, Facility Condition

Provider agrees that the Provider Facility will, for the duration of this Agreement, remain licensed and accredited, and comply with all applicable laws.

SECTION TWENTY-FIVE

[INTENTIONALLY OMITTED]

SECTION TWENTY-SIX

Prior Authorization

No payment shall be made by Purchaser for services under this agreement unless the Service Recipient referred by Purchaser is an Emergency Detention Referral.

SECTION TWENTY-SEVEN

Per Diem Beds

Subject to Section 31 (regarding extreme acuity and Payor of Last Resort), Provider shall be paid a Basic Daily Rate for each day an Emergency Detention Referral is receiving treatment that is Medically Necessary. The Basic Daily Rate is set forth in **Attachment D**. Per diem shall be rendered for each patient in a bed as of midnight. Following one full year after the Effective Date, the contracted per diem rate will be increased annually based on the Consumer Price Index for Medical care in U.S. city average, all urban consumers, not seasonally adjusted published by the United States Department of Labor Bureau of Labor Statistics; but in no case less than 2% annually or more than 4% annually.

SECTION TWENTY-EIGHT

Encounter Data

The parties agree that Provider keep and report accurate encounter data regarding all Services delivered by Provider under this Agreement is an express requirement of this Agreement. Such encounter data shall accurately reflect the actual number of days of Inpatient Psychiatric Services that are delivered under this Agreement.

SECTION TWENTY-NINE

Arrangement of Aftercare Placement

It is critical to Purchaser that Emergency Detention Referrals are treated by Provider only until there is no longer a Medical Necessity as determined by the Attending physician. BHD is responsible to continue to pay the per diem rate for the patient until the capacity for community services becomes available for appropriate discharge plan. Purchaser contracts with dozens of community based providers. Provider personnel shall, on a timely basis, provide discharge planning and coordinate such aftercare placement with Purchaser staff to facilitate the transition from inpatient to community services. Provider's obligations shall include, without limitation, resolving scheduling conflicts and duplication of care, treatment and services.

SECTION THIRTY

Contract Term & Renewals

The term of this Agreement shall be for seven (7) years starting on the Occupancy Date and expiring seven (7) years thereafter. Purchaser has the option to renew this Agreement for five (5) additional terms of five (5) years each. This Agreement shall automatically expire at the end of the initial term and each renewal term unless a written notice of renewal is sent to Provider by the MCMHB at least one hundred and eighty (180) days prior to the end of such term.

SECTION THIRTY-ONE

Admissions Process & Prohibition on Refusal to Accept Service Recipients

Subject to EMTALA obligations, Provider will be the Primary Receiving Facility for Emergency Detention Referrals. Both parties acknowledge that these referrals include Market Insured, Under-Insured, and Un-Insured Service Recipients. Provider shall not deny admittance to any Emergency Detention Referrals

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except under this section. Provider shall enter into contracts with all reasonably available Payor Sources, including without limitation the Payor Sources listed in **Attachment O**. Provider shall ensure that Purchaser is the “Payor of Last Resort,” meaning that Purchaser is only financially responsible for Service Recipients that have no other Payor for the services received during the time Service Recipients stay at the Provider Facility, and Provider has taken reasonable efforts to enroll all willing Service Recipients in to available Payor systems available from the public sector. The Provider will keep daily counts of beds for each Service Recipient sector (e.g. gender and age). Once Provider has reached 95% capacity of bed space for a particular Service Recipient sector, it will notify Purchaser (“Capacity Notice”). Purchaser may, within 24 hours of receiving the Capacity Notice, reserve additional beds in the Service Recipient sector, provided that the Purchaser pay for the additional beds at the Basic Daily Rate, regardless of whether the bed is actually used (“Reservation Period”). If the reserved bed is used by a Service Recipient with a separate Payor during the time of reservation, then Purchaser shall be reimbursed for any amounts paid by the Purchaser for the Reservation Period for a Service Recipient with a separate Payor. .

In order to maintain enough beds for Emergency Detention Referrals, Purchaser, will enter into MOUs with other Local Mental Health Providers to designate such providers as Emergency Detention Designees.

A. Admissions. Purchaser’s BHD Treatment Director (the “BHD Treatment Director”) makes all decisions regarding Emergency Detention Referrals pursuant to Wisconsin Statutes Chapter 51 or any successor statute (“Emergency Detention Referrals”). The intent of both parties is that Provider admit all Emergency Detention Referrals that the Provider has the capacity to treat from Purchaser, and treat such Service Recipients until there is no longer a Medical Necessity. Determination of Medical Necessity shall be made by Provider and Provider shall ensure that any liability associated with such determination shall be covered by Provider’s Professional Liability Insurance. Both parties also acknowledge that, in special, non-recurring circumstances (consistent with Purchaser’s past practice), a Service Recipient may commit actions that necessitate such Service Recipient be moved to the State Facility. For purposes of Emergency Detention Referrals there are three levels of need: Basic Care, Enhanced Care, and State Care. Based on past experience, it is expected that most cases will be Basic Care.

1. Designation of Enhanced Care. If Provider identifies that a Service Recipient needs Enhanced Care (1:1 staffing ratio), Provider shall notify Purchaser. The Basic Daily Rate paid by Purchaser will be increased by \$35 per hour for 1:1 staffing. If Purchaser denies the Enhanced Care designation, then Provider will request that the Purchaser refer the Service Recipient to the State Facility, and Provider and Purchaser shall pay the Enhanced Rate while waiting on transfer to the State Facility. Purchaser and Provider shall develop a mutually agreed upon process for initiation and continuation of the Enhanced Care staffing.

2. Designation of State Care. If Provider identifies that a Service Recipient is unable to be served at the UHS Facility, even at the Enhanced Care Rate, then the Provider shall notify Purchaser that the Service Recipient needs to State Care, and the Purchaser will review the request. If the request is determined necessary by the BHD Medical Director, then the Provider shall refer the Service Recipient to the State Facility at the Purchasers expense. If the request is determined not necessary by the BHD Medical Director, then the Provider may appeal such decision within forty-eight (48) hours of such decision to a third-party board-certified physician jointly selected by BHD Administrator and Provider (“Appeal Physician”). The Appeal Physician shall take into consideration the history of the patient and whether they would historically have been served by the County’s BHD Facility or if they would have been sent to the State. If the Appeal Physician determines the referral to State Care is necessary, then the Purchaser shall bear the costs of the appeal and payment for State Care. IF the Appeal Physician determines the referral to State Care is not necessary, then the Service Recipient shall be treated at the UHS Facility at the Enhanced Rate. If treatment continues, and the recommendation continues to be for State Care, the Provider may request an additional appeal after five (5) days.

4. Refusal for Physical Health. Provider is not required to admit any Emergency Detention Referral, if in UHS’s reasonable judgment, the Emergency Detention Referral has a physical health issue that requires a level of medical attention that Provider cannot provide. Provider shall provide a Physical Medical Exception Standards within 120 days and submit to the BHD Administrator for review,. The Medical Physical Exception Standards shall include the medical stability requirements of the Provider

Facility and a related review process. Once completed the Physical Medical Exception Standards will be incorporated in to this Agreement by reference as **Attachment X. Discharges**. Provider will treat Emergency Detention Referrals as long as there is a Medical Necessity. Determination of Medical Necessity shall be made by Provider and any liability associated with such determination shall be covered by Provider's Professional Liability Insurance. Provider will allow access by the BHD Treatment Director and designated staff to Emergency Detention Referrals and their medical records (to the extent permitted by applicable Laws) in the Provider Facility.

5. In the event that Purchaser believes the discharge is premature. In some cases Provider, Purchaser and consumer may agree to a stay beyond a Medical Necessity. In such cases Purchaser will send a written notice authorizing a specific number of additional days that Purchaser will pay the Daily Rate.

6. In the event that Purchaser believes the discharge should happen, but has not. If the BHD Treatment Director disagrees with Provider's determination of Medical Necessity at any time, the BHD Treatment Director will notify Provider of such decision. Provider may appeal such decision within forty-eight (48) hours of such decision to a third-party board certified physician jointly selected by BHD administrator and Provider. If the appeal is denied, Provider may continue to treat the Service Recipient; however, Purchaser will not necessarily be responsible for paying any amounts to Provider in connection with such Service Recipient including, without limitation, the Daily Basic Rate after the original BHD Treatment Director's decision. Provider will have the option of requesting a retroactive appeal of the denied days post-discharge. BHD is responsible to continue to pay the per diem rate for the patient until the capacity for community services or State hospital becomes available for appropriate discharge plan.

Purchaser reserves the right at any time, at its expense, to audit the files of Provider related to both Payor of Last Resort and Medical Necessity ("Reimbursement Reconciliation Audit"). The Purchaser shall reduce future payments to Provider for any over-payments identified by the Reimbursement Reconciliation Audit.

SECTION THIRTY-TWO

Transition Services - Entry

Provider will prepare a final Transition Plan within 120 days and submit to the BHD Administrator for approval, which shall not be unreasonably withheld. The Transition Plan shall include at least the criteria included in **Attachment S** – Transition Plan Criteria (the "Transition Plan Criteria"). The Transition Plan will need to be reviewed by the Milwaukee County Risk Management Director ("Risk Manager") to ensure compliance with existing insurance covenants. The Transition Plan will need to be reviewed by the Milwaukee County Comptroller ("Comptroller") to ensure compliance with existing bond covenants. Such Transition Plan shall be deemed approved unless BHD Administrator, Comptroller, or Risk Manager objects within sixty (60) days of receipt thereof (the "Transition Plan Objection Period"). If the BHD Administrator, Comptroller or Risk Manager objects within the Transition Plan Objection Period, the parties shall work in good faith, including face-to-face meetings, to resolve such objections within sixty (60) days of receipt by Provider of such objections ("Transition Plan Resolution Period"). Any provisions not objected to in any such objection shall be deemed approved.

SECTION THIRTY-THREE

Transition Services – Exit

Provider understands that this Agreement is meant to replace the Inpatient Psychiatric Services currently conducted by Purchaser at the BHD Hospital. Upon entering this Agreement, Purchaser will begin the process of decommissioning its Inpatient Psychiatric Services at the BHD Hospital and intends to close the Inpatient Psychiatric Services at the BHD Hospital once the Transition Plan has been implemented. Consequently, when the term and any exercised renewals expire, Provider will work cooperatively in the transfer of Service Recipients and records to an alternate facility named by Milwaukee County.

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Purchaser understands that this Agreement is a significant factor in Provider deciding to open a new facility in Milwaukee County and will be making a significant investment. Consequently, if Purchaser does not exercise options to renew that result in a total of 15 years of service under this Agreement ("15 Years of Service Period"), then Purchaser will reimburse Provider for the depreciated value of the space that was built for Milwaukee County ("Gross Capital Offset Payment"), less any revenue generated by that space from other consumers during the remainder of the 15 Years of Service Period, resulting in a "Net Gross Capital Offset Payment". For depreciation purposes for this section a 15 year useful life period will be used. For calculation purposes the amount of space built for Milwaukee County shall be 40 beds ("Assumed County Space") divided by the total number of beds in the Provider Facility. By way of example, if the Provider Facility costs \$10,000,000, includes 120 beds, and the County decides not to renew after the initial term of 5 years, then the annual Gross Capital Offset Payment would be equal to $(40 \text{ beds} / 120 \text{ beds}) * \$10,000,000 \text{ cost} / 15 \text{ years of depreciation}$, which equals \$222,222. In this example, the payment would be due for 10 years until the 15 Years of Service Period is complete. Each year the Gross Capital Offset Payment would be reduced by any revenue generated by the UHS Facility related to the Assumed County Space. In no circumstance will a Capital Offset Payment be do if the Provider is in material breach of the Agreement, nor if the County has exercised renewals sufficient to meet the 15 year Service Period.

Upon termination of the contract, the parties will work together to formulate a transition plan to extend the termination plan past the term of the termination notice if necessary.

SECTION THIRTY-FOUR

PCS Option

At the current BHD Hospital, Purchaser operates both: (a) Inpatient Psychiatry Services for mental health Service Recipients and (b) Psychiatric Crisis Services ("PCS") for mental health Service Recipients. The intent of this Agreement is that Provider will be performing the Inpatient Psychiatry Services formerly offered by Purchaser directly. Both Provider and Purchaser continue to explore whether the future of PCS is a centralized model which will require a new physical space for PCS, or a distributed model that will rely on the medical emergency rooms of other Local Mental Health Provider hospitals, or a telephonic consultation method. If a centralized model is selected by Purchaser, then the preferred location would be at the Provider Facility. The cost and logistics of building the relocation space, or the future of PCS would have to be negotiated by separate contract.

SECTION THIRTY-FIVE

Site Location

Provider shall build the Provider Facility in Milwaukee County within three (3) years from the effective date. The Provider Facility shall be substantially similar to the footprint and square footage identified in Attachment P (the "Footprint Schedule"), and include the elements listed in the Space Allocation Program as set forth in **Attachment Q** (the "Program Schedule"). Provider understands that, in order to receive Emergency Detention Referrals, the Provider Facility must include adequate spaces for Court functionality. The Provider Facility and all improvements thereon must meet all applicable Laws including, without limitation, the requirements set forth in **Attachment R**. Provider will prepare a Floor Plan within 120 days of the land purchase and submit it to the BHD Administrator for review. Provider will submit a final floor plan to the BHD Administrator for review prior to commencing construction. .

Notwithstanding anything to the contrary contained in this Agreement, the Provider Facility Date shall be extended in the event that a delay in the performance of the construction of the Provider Facility or any of the items of the infrastructure, as the case may be, is due to causes which were beyond the reasonable control of the Provider, including but not limited to, unexpected site conditions, adverse weather conditions, strikes, acts of God, acts of a public enemy, acts of any governmental authorities, fire, flood, epidemics, embargoes or shortages of material from all reasonable sources, which shall not in any event include any economic hardship or delay due to the condition of the economy or real estate market ("Force Majeure Delay"). In the event of a Force Majeure Delay, the time for performance of the affected obligation shall be extended for the period of the Force Majeure Delay; provided, however, that the Provider shall, within 15 business days after the occurrence

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of the event causing the Force Majeure Delay, deliver written notice to the Purchaser of the cause thereof (the "Delay Notice"). In the event the Provider, fails to deliver the Delay Notice within the said 15 business day notice period, the Force Majeure delay shall be waived until such time as the Provider delivers the Delay Notice. In the event the Provider delivers the Delay Notice in a timely fashion, the Force Majeure Delay period shall accrue as of the date of the event causing the Force Majeure Delay.

SECTION THIRTY-SIX

Future Governance

Provider shall ensure that the Provider Facility's "Board of Governors," or similar governing body for the Provider Facility will include at least two non-voting members (the "BHD Members") appointed by the Mental Health Board of Milwaukee County. The Mental Health Board shall have the sole power and authority to remove the BHD Members and to fill any vacancies of BHD Members. Appointees must be approved by Provider, and such approval shall not be unreasonably withheld.

SECTION THIRTY-SEVEN

Psychiatry Residency Training

Provider and Purchaser are committed to training the future workforce to serve mental health Service Recipients. Milwaukee County currently contracts with the Medical College of Wisconsin and Medical College of Wisconsin Affiliated Hospitals (the "MCWAH"). Upon Provider request, and to the extent allowed by the MCWAH Contract, Milwaukee County agrees to assign the contract to Provider.

SECTION THIRTY-EIGHT

Public Records

As a vendor of a public entity, various records held by Provider related to this Agreement may be deemed a public record pursuant to Chapter 19 of the Wisconsin Statutes. Provider therefore agrees to work in good faith with Purchaser or Milwaukee County to fulfill any public records requests received by Purchaser or Milwaukee County.

SECTION THIRTY-EIGHT

Provider Funding and Self-Insurance Commitment

Provider represents and warrants that it has received the necessary funding commitment, through capital contributions or loans as follows: (a) capital to construct the Provider Facility, without debt that is recourse to the Provider, in an amount not to exceed \$25,687,000; (b) capital to cover, any operating losses of the Provider for the first 12 months after the Occupancy date in an amount not to exceed \$ 1,303,005, and (c) assurances that Provider shall be granted coverage pursuant to the self-insurance program of Universal Health Services, Inc., at standard premiums charged for such participation, sufficient, together with any commercial coverage maintained by Provider, to meet the insurance coverage requirements of Provider set forth herein (together "Funding Agreements"). Purchaser shall have the right to inspect Funding Agreements and Provider shall not lower the amounts of the Funding Agreements without approval of the Milwaukee County Comptroller, which shall not be unreasonably withheld.

EXHIBIT ONE

SCHEDULE OF REVENUES AND EXPENSES BY FUNDING SOURCE

NAME OF AGENCY Schedule of Revenues and Expenses By Funding Source For the Year Ended December 31, 20XX	Milwaukee County DHHS Funded Programs							Total Agency
	DSD	DCSD	ESD	BHD	IPN / FFSN	Other Programs	Indirect Cost	
Revenues:								
DHHS Purchase of Service Contract	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
DHHS LTS Revenue (CIP/COP)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
DHHS IPN/FFSN Revenues	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
MCDA (Aging) Revenue	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Other Program Revenues	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Total Revenues	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Expenses:								
Salaries	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Employee Benefits	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Payroll Taxes	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Professional Fees	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Supplies	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Telephone	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Postage and Shipping	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Occupancy	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Equipment Costs	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Printing and Publications	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Employee Travel	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Conferences, Conventions, Meetings	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Specific Assistance to Individuals	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Membership Dues	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Awards and Grants	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Allocated Costs (From Indirect Cost Allocation Plan, if applicable)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Client Transportation	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Miscellaneous	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Depreciation or Amortization	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Allocations to Agencies, Payments to affiliated Organizations	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Total Expenses	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Net Profit	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Allowable Profit (include calculation)	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX
Net Profit in excess of Allowable Profit	XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX

ATTACHMENTS

Attachment #	Description	Enter X if attached
A	Scope of Work	X
B	Definitions	X
C	Administrative Probation Policy	X
D	Financial Terms	X
E	Invoice Format	X
F	[INTENTIONALLY OMITTED]	
G	[INTENTIONALLY OMITTED]	
H	[INTENTIONALLY OMITTED]	
I	[INTENTIONALLY OMITTED]	
J	BHD Policy and Procedure Access	X
K	[INTENTIONALLY OMITTED]	
L	Performance Measures	X
M	Conflict Resolution Procedure	X
N	Model Plan for the Provision of Care	X
O	List of Required Payors	X
P	Model Floor Plan and Location	X
Q	Space Allocation Program	X
R	Space Regulatory Requirements	X
S	Transition Plan Criteria	X
T	Existing Claims	X
U	Emergency Detention and Mental Health Treatment Services Agreement (Template).	X
V	Business Associate Agreement (BAA) (i.e. sharing of Electronic Health Records)	X
W	Complaints, Grievances and Appeals (CGA) Procedure	X
X	Physical Medical Exception Standards	X
Y	UHS Self Insurance Program	X