

**INTERGOVERNMENTAL AGREEMENT/MEMORANDUM OF UNDERSTANDING**

**STATE OF WISCONSIN  
DEPARTMENT OF HEALTH SERVICES  
AND  
COUNTY OF MILWAUKEE  
BEHAVIORAL HEALTH DIVISION**

This agreement is made the \_\_\_\_ day of \_\_\_\_\_, 2014, between the State of Wisconsin, Department of Health Services, hereinafter referred to as "DHS," and the County of Milwaukee, Behavioral Health Division, hereinafter referred to as "BHD."

WHEREAS, DHS is the single state agency to administer the Medicaid Program in Wisconsin; and

WHEREAS, DHS, as part of its administration of the Medicaid Program, is authorized to make payments to hospitals that provide inpatient and outpatient behavioral health care services; and

WHEREAS, DHS may make payments to hospitals that consists of the federal share only through the use of certified public expenditures (CPE) as the source of state share as authorized in 42 CFR §433.51(b); and

WHEREAS, BHD has incurred costs treating Medicaid patients that are not reimbursed by the Wisconsin Medicaid program; and

WHEREAS, the Center of Medicare and Medicaid Services (CMS) has approved state plan amendments 13-013 and 13-014 authorizing DHS to make payments to BHD for hospital services using CPEs as the source of state share for such payments.

NOW, THEREFORE, the parties hereby agree as follows:

1. DHS and BHD agree that BHD shall maintain necessary records and supporting documentation applicable to payments made under state plan amendments 13-013 and 13-014 to assure that claims for federal funds are in accordance with applicable federal requirements.
2. BHD shall hold DHS harmless from and indemnify DHS against any and all claims, demands, and actions based upon or arising out of any activities related to this Agreement.

3. If any funds transferred by BHD are determined to be derived from provider-related donations or health care-related taxes such that CMS adjusts future grant awards to DHS or disallows any expenditures claimed by DHS, the BHD agrees to reimburse DHS upon demand by DHS, in the amount of the adjustment or disallowance that is attributable to the impermissible provider-related donation and/or health care-related tax.

4. Any written notice required by this Agreement shall be sent to:

For DHS:

\_\_\_\_\_  
Email address:

\_\_\_\_\_  
Mailing address:

\_\_\_\_\_

\_\_\_\_\_

For BHD:

\_\_\_\_\_  
Email address:

\_\_\_\_\_  
Mailing address:

\_\_\_\_\_

\_\_\_\_\_

The parties have duly executed this agreement, and each party acknowledges the receipt of a duly executed copy of this Agreement with original signatures.

WISCONSIN DEPARTMENT OF  
HEALTH SERVICES

MILWAUKEE BEHAVIORAL  
HEALTH DIVISION

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

