

2022 PURCHASE OF SERVICE CONTRACT

Department's Internal Contract No.:

Infor Contract No.:

Department of Health and Human Services

Federal I.D. No.:

Funding Source: Refer Attachment 1

This Contract between Milwaukee County (County), a Wisconsin municipal body corporation represented by the Milwaukee County Department of Health and Human Services (DHHS), **DHHS Division**, (hereinafter called County/Purchaser) and **Provider Name**, (hereinafter called Contractor/Provider/Agency/Vendor) becomes effective on January 1, 2022.

Purchaser Contact Information:
DHHS Contract Administrator:
1220 W. Vliet St Suite 304
Milwaukee, WI 53205
dhhsca@milwaukeecountywi.gov

Provider Contact Information:
Contact Person:
Address:

Email Address:

WITNESS THAT:

WHEREAS, Purchaser is a governmental subunit of Milwaukee County managing and providing mental health, substance abuse and/or health and social services.

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, Contractor desires to provide such services for Purchaser.

WHEREAS, as a governmental body, Milwaukee County recognizes its power to make change at a systemic level, Milwaukee County passed an ordinance (*Code of Ordinances - Chapter 108, Achieving Racial & Health Equity*) that commits itself to identify and address policies, practices and power structures that, whether intentionally or unintentionally, that work in favor of white people and create barriers for Black, Brown, Indigenous people and people of color (BIPOC).

WHEREAS, the ordinance ensures racial equity is a top priority of Milwaukee County government and remains larger than any one government leader.

WHEREAS, the institutionalization of racial equity in the County's mission, vision, values, and services are of the utmost priority.

WHEREAS, racism has been, is, and will continue to be, a public health crisis until race is no longer a predictor of quality or length of life in Milwaukee County.

WHEREAS, the vision of the County is "By achieving racial equity, Milwaukee County is the healthiest county in Wisconsin."

WHEREAS, equity involves trying to understand and give people what they need to enjoy full, healthy lives.

WHEREAS, Milwaukee County has a county-wide goal to improve equitable service delivery and develop an organizational culture of equity.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties that the Contractor shall provide the services at the rates set forth in the attachment identified as "Attachment 1 – Schedule of Services to be Purchased" and that said services will cover the following duties and obligations.

1. SCOPE OF WORK

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in the Attachment 1, Schedule of Services to be Purchased including those mentioned on Statement of Work or Scope of Work attachment(s). It is understood that services may be added and/or removed throughout the duration of the contract and the notification of changes will come via an emailed letter from County. The *Milwaukee County Department of Health and Human Services Year 2022 Purchase of Service Guidelines - Program and Technical Requirements*, the provisions of Contractor's proposal, and the *Milwaukee County Department of Health and Human Services Administrative Probation Policy for Noncompliance with Contract and Fee-for-Service Requirements*, are incorporated herein by reference and made a part of this Contract as if physically attached hereto and Contractor shall comply therewith.

2. DATES OF PERFORMANCE

This Contract is for the period of January 1, 2022 through December 31, 2022 and may be renewed or extended for up to three additional one-year options by written notification, by the County, via U.S. mail or email, 10 days prior to expiration of the then current contract term, or on terms and conditions as mutually agreed upon by all parties. Contract renewal(s) as permitted, beyond the initial term, shall be contingent upon appropriation of the necessary funds and may only be exercised by written notification by Purchaser to Contractor.

3. CONTRACTOR/PROVIDER OBLIGATIONS

Provider/Contractor is required to comply with Provider Obligations per DHHS Policy 005, Contractor/Provider Obligations. Policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>.

Critical Incidents and Complaints:

To ensure timely and accurate documentation and notification of Critical Incidents (CI) involving Milwaukee County Department of Health & Human Services (DHHS) service recipients and/or their families/guardians/visitors and/or any other contacts, DHHS contractors and service providers, It is the policy of DHHS that all "critical incidents" must be documented and reported to DHHS within **24 hours of becoming aware of the critical incident** to confirm that necessary actions are taken in an attempt to ensure the health, safety and welfare of clients and providers. Refer to **DHHS Policy 010, Critical Incident Policy** (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

Complaints/Grievances:

Additionally, Provider/Contractor shall maintain a record of complaints received, status and final resolution, and shall work toward the positive resolution of all complaints with an initial response and acknowledgement letter sent to complainant within ten (10) business days of receipt, or within program/service policy requirement, whichever is sooner. The complaint must be documented and reported to DHHS within ten (10) business days (or within program/service policy requirement, whichever is sooner) of receipt, or of becoming aware of complaint with a final response or report determining the investigation outcome (i.e.: substantiation or unsubstantiated) to be completed within thirty (30) days from the date the Complaint/Grievance was received. Such final response/outcome report shall be provided to DHHS upon request.

Complaints relating to challenges to the official policies or procedures of DHHS and its divisions shall not be considered for the purposes of assessing sanctions or liquidated damages.

Ownership of Data:

Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, Contract Performance Measure (CPM) data, and all other material that Contractor has collected, prepared, or produced in carrying out this Contract shall become property of the County and shall be provided to DHHS upon request. Medical Records, Protected Health Information, and client case files, including Case Notes, are the property of Provider/Contractor, are subject to audit by Purchaser or designee and shall be made available to DHHS upon request, and shall be retained by Provider/Contractor subject to County record retention policy at Provider's expense. Excluding Protected Health Information regulated under HIPAA, any reports, information, and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of DHHS. Contractor/Provider represents and warrants that Protected Health Information will only go to intended parties to whom such disclosure has been authorized or permitted under HIPAA

No reports, documents, or software produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor/Provider.

DHHS Marketing/Informing Requirements:

Provider/Contractor/Subcontractor agrees to abide by Milwaukee County Department of Health and Human Services (DHHS) Marketing/Informing requirements. Provider/Subcontractor must include the DHHS logo and acknowledge that the service is subsidized by DHHS on all print materials, including, but not limited to materials, flyers, brochures, letters, and pamphlets and press releases that directly mention or indirectly relate to

a service(s) funded or subsidized by DHHS that the Provider/Contractor/Subcontractor intends to distribute to its members and/or service recipients concerning its DHHS affiliation(s), changes in affiliation, or information relating directly to the DHHS-affiliated client/service recipient population(s). The DHHS logo can be accessed by going to this link: ([INSERT LINK HERE](#)). Electronic narrative, such as social media posts or website content, related to a DHHS-subsidized service must also acknowledge that the service is subsidized by DHHS. Services may include public service announcements, various forms of electronic advertisements, social media campaigns, etc. Refer to **DHHS Policy 005, Provider Obligations** (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

4. EMERGENCY MANAGEMENT PLAN

In order for Provider and Participants/Service Recipients that Provider serves to be prepared for a natural or man-made disaster, public emergency, or any other internal or external hazard that threatens Participant's/Service Recipient's, Provider's staff, and/or visitor's life and safety, and in order to comply with federal, state and local requirements, which includes all reporting requirements in compliance with HIPAA and Equal Employment Opportunity (EEO) standards, Provider shall have a written Emergency Management Plan (EMP), to be retained by the Provider and made available to Purchaser upon request. Refer to **DHHS Policy 002, Emergency Management Plan** (policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

4. COMPENSATION

Payment for services under this Contract will be made upon presentation of a written, itemized and verified statement upon such forms and in such detail as may be required by County.

Programs may be paid with a Performance Based reimbursement system having a separate requirement for submittal of specific evaluation measures to which incentives are linked (at an interval to be determined by DHHS), along with the annual evaluation requirement for all measures. In such cases Provider may not be paid for the incentive or part of the contract based on performance measures until those measures are met to the satisfaction of Purchaser.

- Basis for payments: This is a cost reimbursement contract. Contractor shall be compensated for the services performed as stated in Attachment 1,
- Schedule of Services and Attachment 2 Payment Method and/or Attachment A if applicable (Scope of Work), and
- Attachment 2, Payment Method, attached hereto and made a part of this Contract. Final settlement of the Contract will be based on the County review of annual independent audit. (See Section 10. "Audit Requirements"). If County has waived the audit requirement under Wisconsin Statute s.46.036 for this Contract, Contractor shall submit an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract.

Milwaukee County may not compensate Contractor for service(s) provided by a Direct Service Provider/caregiver prior to having obtained a caregiver background check and Purchaser's approval for said provider as provided for in this Contract.

Milwaukee County will not compensate any Contractor for services rendered by a provider whose credentials are not in conformity with the requirements of both the State of Wisconsin and Milwaukee County, as administered by the Department of Health and Human Services and its respective divisions, and to which Contractor shall so conform throughout the term of this Agreement.

Contractor recognizes that the total service needs of the community may not be met and shall furnish the services within the specific levels stated in the Attachment 1. County is unable to guarantee the volume of requests funded by this Contract. If Contractor requires pre-authorization of service(s), under no circumstances shall Contractor provide, nor shall Purchaser compensate, for services provided to Service Recipients for which Provider has not received prior-authorized by Purchaser. Prior Authorization shall follow Purchaser Policies and Procedures, 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. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder.

Pursuant to Wis. Stat. §§ .46.036(5m) and .49.34(5m), as affected by 1993 Wisconsin Act 380 and 2017 Wisconsin Act 59, and subject to the limitations and conditions set forth therein, Contractor may retain a surplus on programs funded by the state Department of Health Services (DHS), Department of Work Force Development (DWD), Department of Children & Families (DCF), and Department of Corrections (DOC) when revenue exceeds allowable expenses. Under 1993 Act 380, Contractor may retain a surplus which may be created if the amount paid by County for rate-based services under this contract exceeds the allowable costs attributable to those services as determined by the Wisconsin Department of Health Services (DHS) *Allowable Cost Policy Manual*, Wisconsin Department of Children and Families *Allowable Cost Policy manual* and the Wisconsin *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services.

The statutes allow a surplus when the agency is a non-profit, non-stock corporation organized under Wis. Stat. Ch. 181 and the agency provides client services on the basis of a unit rate per unit of client service (Units-times-price agreements). Provider can retain from surplus up to 5% of the revenue received under the contract unless a uniform rate is established by rule under Wis. Stat. §46.036(5m)(b)(4), in which case the contract shall allow the provider to retain the uniform percentage rate established by the rule. However, notwithstanding the above, it is hereby specified that such surplus or reserves are not allowed for any non-profit, or non-stock corporation for Federally funded programs, e.g., Social Service Block Grants (SSBG), Substance Abuse Block Grants (SABG), etc. Contractor retention of surplus or reserves will not be allowed without prior approval of DHHS and will be evaluated on a case-by-case basis, based on the compliance requirements of the Federal program under which the contract is funded. Said surplus or reserves may be allowed based on the level of non-match Milwaukee County funding involved in the program.

Wisconsin Stat. §46.036(3c) indicates that Contracts for proprietary (for-profit) agencies may include a percentage add-on for profit according to the rules promulgated by the Wisconsin Department of Health Services (DHS). The profit and reserve are limited by expenditures on allowable costs that the Contractor incurs in performing the services purchased under this

Contract. Purchaser may set the maximum allowable profit at a level less than the percentage add-on for profit according to the rules promulgated by the Wisconsin Department of Health Services (DHS).

The maximum allowable profit for profit Contractors under contract is 5%. Contractor is not allowed to retain both a Surplus and a profit on the same contract/agreement for the same period.

Allowable costs, profit, and reserve are defined in the Wisconsin Department of Health Services *Allowable Cost Policy Manual* and available online at:

<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>

and *Wisconsin Department of Children and Families Allowable Cost Policy* is available online at:

<https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf>

All Milwaukee County Department of Health and Human Services Purchase of Service contracts, regardless of payment method, are ultimately cost reimbursement contracts, as defined by Wis. Stat. §46.036. Reimbursable costs, also referred to as allowable costs, are defined by federal regulation, Wisconsin statute and regulation, and contract terms between the Contractor and Purchaser.

For each kind of Contractor (i.e., non-profit, for profit), there is a set of federal principles for determining allowable costs. Allow ability of costs shall be determined in accordance with the cost principles applicable to the entity incurring the costs. Thus, allowability of costs incurred by non-profit organizations is determined in accordance with the provisions of Uniform Grant Guidance under part 200. The allow ability for costs incurred by hospitals is determined in accordance with the provisions of Appendix E of 45 CFR part 74, *Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals*. The allow ability of costs incurred by commercial organizations and those non-profit organizations listed in Uniform Grant Guidance under part 200 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - *Contract Cost Principles and Procedures*.

Allowable Costs are also governed by Wisconsin statute and regulation. Those rules are found in the Wisconsin Department of Health Services (DHS) *Allowable Cost Policy Manual*, *Wisconsin Department of Children and Families Allowable Cost Policy*, the Wisconsin DHS *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Services Audit Guide (DHSAG)*, *Latest Revision* issued by the Wisconsin Department of Health Services, and Wis. Stat. §46.036.

In addition, Milwaukee County Purchase of Service contracts limit allow ability of costs. The *Milwaukee County Department of Health and Human Services Year 2022 Purchase of Service Guidelines - Program and Technical Requirements*, and Contractor's Year 2022 application/proposal, related exhibits, and attachments, with all required submission including final approved budget are incorporated herein by reference and made a part of this Contract as if physically attached hereto and Contractor shall comply therewith. **Those costs that are allowable under the federal and Wisconsin rules and regulations, but which exceed the**

individual budget line amounts of the approved program budget by the greater of 10% of the budget line item or 3% of the total budgeted costs are unallowable under this contract. Costs falling within a budget line item for which there are no dollars budgeted are unallowable in their entirety. In order to be compensated for costs which exceed the individual budget line amounts of the approved program budget by the greater of 10% of the budget line item or 3% of the total budgeted costs, Contractor must submit to County a proposed amended budget along with detailed justification for the proposed budget prior to the end of the contract year to which the budget relates. Contractor will not be compensated for costs in excess of the above limitations until the proposed amended budget has been received, reviewed, and accepted by the County in its entirety. County reserves the right to disallow budget changes proposed by Contractor in part or in its entirety.

Limitations to allowable costs apply to the monthly expense submissions for those contracted services compensated on either the "cost reimbursement" or the "lower of cost incurred or units provided times unit rate" basis. Limitations on allowable costs also apply to the final accounting for program costs in the annual audit provided by the Contractor.

Payor of Last Resort

Purchaser is intended to be the "**payor of last resort**" (Milwaukee County DHHS Payor of Last Resort Policy is incorporated herein by reference) after all other public and private funds restricted to the services being purchased, including medical insurance and restricted contributions, have been exhausted. Under no circumstances shall the Provider bill, charge, seek remuneration or compensation from or have recourse against the Participant, or any person acting on his/her behalf, for services provided under this Agreement. Except where prohibited by funding restrictions or exclusions, Provider agrees to seek reimbursement from third party payment source, if available. Any surplus and/or restricted program revenues (temporarily restricted net assets) are to be returned to the County as unspent funds.

No funds within this Agreement may be used to supplant Health Insurance, or services funded by, or eligible to be funded by Medicaid Title XIX, any Medicaid Waiver program, a Health Maintenance Organization, including Medicaid HMOs, Wisconsin Family Care or any other Care Management Organizations (CMO), IRIS, as applicable, or other special managed care programs.

Availability of Funds. Should Purchaser's reimbursement from state, federal, or local sources not be obtained or continued at a level sufficient to allow for payment for the services covered by this Agreement, the obligations of each party may be terminated. Any changes that impact on availability of funding shall be sufficient cause for Purchaser to immediately reduce the amount of payment or unit rate paid to the Provider with or without advance notice. All amounts collected from third parties shall be supported by Provider's records and shall be reported to the Purchaser per Policy and Procedure including billing and service documentation

Payment of the Provider's invoice does not absolve Provider from a final accounting and settlement upon submission and review of Provider's annual audit, or from audit recoveries arising from an on-site audit of Provider's Service Documentation in support of the services billed in accordance with this Contract.

If Provider's residential rate calculation was arrived at using a vacancy factor, Purchaser has the right not to pay Provider for the first 14 days per year of a resident's/client's hospitalization or incarceration. Provider agrees to notify Purchaser within 2 business days of a resident's hospitalization or incarceration

5. PROVISIONS FOR PURCHASED OR LOANED PROPERTY

Any furniture, fixtures or equipment (hereinafter called "property") purchased by Contractor or County, with program funds under this Contract, remains the sole property of County, and in its discretion, County may require such property to be returned to County upon termination of the Contract or any certified service related to the use of the property. Refer to policy

DHHS Policy 007, Provisions for Purchased or Loaned Property

Policy can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>

6. BILLING

Contractors shall have E-Mail access and the ability to submit electronic, Internet-based on-line invoices to Milwaukee County DHHS Accounting or designee. All billing and invoice content and formats and procedures shall be determined by Milwaukee County.

Contractor shall provide County with billings for services provided in accordance with Attachment 1, Payment Method (defined in Attachment 2) and shall be paid in accordance therewith. Contractor agrees to comply with all policies and procedures related to documentation of services provided under this contract as a condition of billing for said services, and shall submit to County billing reports for services provided on or before the tenth (10th) working day of the month following delivery of purchased services unless a different date is required by state/federal funder, or is agreed upon between Purchaser and Contractor. Billing reports received thirty (30) days after the termination of this Contract may not be considered for payment by County.

Contractor is responsible for the accuracy of billings for Covered Services and agrees to comply with all Purchaser Policies and Procedures related to billing for Covered Services.

Payment of the Contractor's invoice does not absolve Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an audit of Contractor's Service Documentation in support of Covered Services billed.

Contractor is under obligation to inform Purchaser if per Contractor's own estimate the contract will be underspent by 25% or more.

County reserves the right to withhold, or recover payment, in whole or in part, adjust Provider's invoice, or otherwise pursue repayment when Provider fails to deliver the Covered Services in accordance with the terms of this Agreement, notwithstanding that the service(s) may have been provided, or any other relevant Purchaser Policies and Procedures.

If a Participant has health insurance that includes coverage for a service that is both

reimbursable under said insurance and that service is also covered under the Purchaser Program, Provider must bill the third-party insurance for Covered Services.

If Provider is paid based on time or units of service, billing/invoice must be based on/or reflect actual date of service provision and actual time spent providing Covered Service(s).

7. RECORD KEEPING AND ACCESS TO RECORDS

The Contractor shall maintain in secure location/media and/or locked cabinets (for hard copies), individualized client files that include all appropriate assessments, service and treatment plans, case contact notes, and all other documents as determined by County.

In accordance with 42 CFR § 431.107 of the federal Medicaid regulations, the Contractor agrees to keep any records necessary to document the extent of services provided to recipients for a period of 7 years or as required by DHHS Policy 005, Contractor/Provider Obligations.

Upon request, Contractor further agrees to furnish to Milwaukee County DHHS, Wisconsin Department of Health Services (DHS), Department of Children and Families (DCF), Federal Department of Health and Human Services or other federal oversight agencies, or State Medicaid Fraud Control Unit and/or Office of Inspector General (OIG) , any information regarding services provided and payments claimed by the Contractor for furnishing services under any Milwaukee County DHHS program, Wisconsin Medicaid, or Wisconsin Medicaid Waiver program. For state policy related to record retention see Wis. Admin. Code Ch. DHS 106.02.

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

Contractor agrees to provide Covered Services on a one-on-one, face-to-face basis unless otherwise specified by Purchaser Policy and Procedures for program or service.

Contractor agrees to maintain and retain Service Documentation as required by this Contract and Policies and Procedures including a service specific consent as required by all applicable Federal, State or County regulations, signed and dated by the Service Recipient and/or parent/guardian.

County reserves the right not to pay for units of Covered Services reported by Contractor that are not supported by Service Documentation required under this Contract, notwithstanding that the service(s) may have been provided. See definition of Case Notes for required elements.

Any correction, creation of, or addition to Service Documentation after billing must receive prior approval by County. Service Documentation otherwise created or obtained subsequent to billing or in response to administrative review findings will not be accepted as support for payment (including affidavits from any party in support of billing).

Contractor agrees to ensure that Direct Service Providers complete and retain Case Notes prior to billing for Covered Services. Case Notes to be completed within timeframe as specified in Purchaser's Policy and Procedure for programs or services.

It is further understood that in the case of a minor, case records shall be retained until the participant becomes 19 years of age or until 7 years, or as required by DHHS Policy 005, Contractor/Provider Obligations, after treatment or other services have been completed, whichever is later.

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, intervention, and effectiveness of services rendered under the Contract. County reserves the right to deny payment of, or require repayment for units of services reported by Contractor that are not supported by documentation required under this Contract notwithstanding that Contractor may have provided the services.

Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, and cost of services covered by this Contract. Contractor shall allow authorized representatives of County, the Milwaukee County Audit Services Division, and County's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the specifications of this Contract and any current relevant policies and procedures. Purchaser may require submission of requested documentation prior to payment for Covered Services. This provision shall survive the termination of this Agreement regardless of the reason.

It is agreed that County representatives, the Milwaukee County Audit Services Division and representatives of appropriate federal, state or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, medical records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's program objectives, client case files, costs, rates and charges for the care and service or as may be necessary to evaluate or confirm Contractor's delivery of the care and service. This provision shall survive the termination of this Agreement regardless of the reason.

Such reviews may be conducted for a period of at least seven (7) years following the latter of Agreement termination, or receipt of independent audit report, if required. It is further agreed that files, records, and correspondence for this engagement must be retained for a period of at least seven (7) years from the date of issuance of certified financial and compliance audit reports or as required by DHHS Policy 005, Contractor/Provider Obligations. Records shall be retained beyond the seven-year period if an audit or review is in progress or exceptions/findings have not been resolved. This provision shall survive the termination of this Agreement regardless of the reason.

County has authority to adjust pending billings and payments due to the Contractor against any overpayment or any recovery resulting from site review, CPA reviews or other reviews by Milwaukee County representatives and/or representatives of any other local, state, or federal governmental unit. This provision shall survive the termination of this Agreement regardless of the reason.

The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor to the DHHS or the Wisconsin Medicaid program as a result of an investigation or audit conducted by the DHHS or its agents, the

Milwaukee County Audit Services Division the Wisconsin DHS, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Agreement regardless of the reason.

County reserves the right to submit findings resulting from quality or fiscal reviews to appropriate federal, state or local agencies and licensing/credentialing entities. This provision shall survive the termination of this Agreement regardless of the reason.

8. PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE

Contractor shall either utilize computer applications that comply with State, County, and other authorized third-party systems (as applicable) in maintaining program data related to the Contract or bear full responsibility for the cost of converting program data into formats useable by State, County, and other authorized third-party systems. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance as may be applicable including, but not limited to, Milwaukee County Administrative Directive on Remote Network Access for Vendors and Administrative Directive on Acceptable use for Vendors policies, which can be found at: <https://countyconnect.milwaukeecountywi.gov/MCINT/Info-Bank/Tech-Tips>

9. INSPECTION OF PREMISES AND COUNTY SITE AUDITS

Contractor shall allow visual inspection of Contractor's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection and access to requested records shall be permitted without formal notice at any times that care, and services are normally being furnished. Failure or inability to provide requested records within the timeframe specified may result in audit findings or imposition of other forfeitures or sanctions.

Contractor and County mutually agree that County or County's representatives including the Milwaukee County Department of Health and Human Services and the Milwaukee County Audit Services Division as well as state and federal officials, reserve the right to review board-approved by-laws, minutes, policies and procedures, email communications or other electronic communication media, records and/or logs, current and former Direct and/or Indirect Service Provider files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. County also reserves the right to interview current Direct and/or Indirect Service Providers. Such reviews may be conducted for a period of up to seven (7) years or as required by DHHS Policy 005, Contractor/Provider Obligations following the latter of Contract termination, or receipt of audit report, if required.

Contractor 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, quantity, and cost of services covered by this Agreement and shall allow authorized representatives of Purchaser, the Milwaukee County Audit Services Division, and Purchaser's funding sources to have access to all records necessary to confirm Provider's compliance with law and the

specifications of this Agreement and any current relevant policies and procedures. Purchaser may require submission of requested documentation prior to payment for Covered Services.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the Division of Audit Services and DHHS Division of Contract Administration (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies **at no cost to purchaser** of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to seven (7) years or as required by DHHS Policy 005, Contractor/Provider Obligations following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract shall be bound by the same terms and conditions as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and conditions of this Contract. **Provider will provide copies of such subcontracts upon County's request.** The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

These provisions shall survive the termination of this Agreement regardless of the reason.

10. AUDIT REQUIREMENTS

Contractor shall submit to Milwaukee County, on or before **June 30, 2023** or such later date that is mutually acceptable to Contractor and Milwaukee County, **one (1) original copy** mailed to address provided below and one soft copy emailed to dhhsca@milwaukeecountywi.gov (*see instructions below for subject line) of an Agency-wide Audit for Calendar Year 2022 if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$100,000 or more, unless waived by Milwaukee County. Contractor may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wis. Stat. § 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section 10, DHHS Policy No. 006, Audit Requirements, Part II, subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2022 through December 31, 2022, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by June 30, 2023. This provision shall survive the termination of this Agreement regardless of the reason.

Contractors who received aggregate federal financial assistance of \$750,000 or more, either directly or indirectly, shall submit to Milwaukee County, on or before **June 30, 2023** or such later date that is mutually acceptable to Contractor and County, **one (1)**

original copy and one (1) soft copy emailed to dhhsca@milwaukeecountywi.gov (*see instructions below – subject line) of a certified audit report for Calendar Year 2022 performed in accordance with the Office of Management and Budget (OMB) Circular Uniform Grant Guidance under Part 200 (online at http://www.whitehouse.gov/omb/grants_docs) or per 48 CFR part 31, if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. This provision shall survive the termination of this Agreement regardless of the reason.

***Subject Line for soft copy Audit Report – “Agency Name 2022 Audit Report”**

All audits submitted by Contractor/Provider per above requirements shall also be conducted in conformance with the following standards per **DHHS Policy 006, Audit Requirements** which can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>.

Contractors who subcontract with other providers for the provision of care and service are required by federal and state regulations to monitor their sub-contractors.

County may also withhold or recover a sum of \$1,500.00 from payments due to the Contractor from County as liquidated damages for not complying with Audit Requirements and for other actions County can take for failure to comply with Audit Requirements refer to **DHHS Policy 006, Audit Requirements**, which can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>.

Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor’s fiscal year (for more details refer to **DHHS Policy 006, Audit Requirements**, which can be found at: <https://county.milwaukee.gov/EN/DHHS/Provider-Portal>).

DHHS Contract Administration
1220 W Vliet Street, Suite 304
Milwaukee, WI 53205

Fiscal reviews and any related recovery from Independent Audit reports can be completed within 4 years from the date audit report submitted or the due date of Audit report, whichever is later or referenced elsewhere in the Contract.

11. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS COMPLIANCE (CRC), AND EQUAL EMPLOYMENT OPPORTUNITY

No eligible client, service recipient or patient 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, arrest or conviction record, sexual orientation, military/veteran status, or military participation.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, handicap, physical condition, developmental disability, arrest or conviction record, military/veteran status or military participation.

Contractor agrees that it will comply with the provisions of the Wis. Dept. of Health Services (DHS), *CRC Requirements for Profit and Non-Profit Entities* that receive federal financial assistance through DHS, which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, online at: <http://www.dhs.wisconsin.gov/civil-rights/Index.HTM>

Consistent with the requirements of the U.S. Department of Health and Human Services, the State of Wisconsin Department of Workforce Development (DWD) and the Department of Health Services (DHS), Contractors with 50 Employees AND any combination of funding in the amount of \$50,000 or more from County and/or the State are required to complete a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plan prior to execution of this agreement.

Contractor with fewer than 50 employees or Contractors receiving less than \$50,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County Audit Services Division, 633 W. Wisconsin Avenue, Suite 904, Milwaukee, WI 53203.

Contractor with 50 or more employees and \$50,000 or more in funding or payment from Milwaukee County must develop and submit within 120 day of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Division of Audit, 633 W. Wisconsin Avenue, Suite 904 Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

In accordance with Section 56.17 of the Milwaukee County General Ordinances, *Nondiscriminatory Contracts*, and *Title 41 of the Code of Federal Regulations, Chapter 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor*, Seller or Successful Bidder or Contractor or Lessee or Applicant, (Hence forth referred to as Vendor) represents and warrants to Milwaukee County as to the above and agrees that the terms of its certification are hereby incorporated by reference into any contract awarded.

Failure of a contractor or applicant to comply with any provision of the regulations in this part shall be grounds for the imposition of any or all of the sanctions authorized by the order. The rights and remedies of the Government hereunder are not exclusive and do not affect rights and remedies provided elsewhere by law, regulation, or contract; neither do the regulations limit the exercise by the Secretary or Government agencies of powers not herein specifically set forth, but granted to them by the order.

Completion forms, instructions, sample policies and plans are posted on the State website at: Completion forms, instructions, sample policies and plans are posted on the State website listed above.

DHHS will take constructive steps to ensure compliance of the contractor with the provisions of this subsection. Contractor agrees to comply with Civil Rights monitoring reviews performed by DHHS including the examination of records and relevant files maintained by Contractor. Contractor further agrees to cooperate with DHHS in developing, implementing, and monitoring corrective action plans that result from any reviews.

12. PERFORMANCE BOND

The Contractor will be required to provide to County a Performance Bond equal to \$0 with surety satisfactory to County, within forty-five (45) working days after notice is received from the DHHS that the Contract has been awarded to the Contractor. The cost of providing the bond shall be included in the per-unit cost or net expenses and no additional compensation will be allowed therefore. All other specifications pertaining to insurance requirements will pertain to this bond requirement. The County may, at its sole discretion, waive or reduce this requirement.

13. INDEMNITY

Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents or Subcontractor(s) or Independent Service Providers, which may arise out of or are connected with the activities covered by this Agreement.

Public Records Request:

In the event that County receives a request to disclose any Contractor information defined as "Confidential Information" or labeled as such by Contractor, County will provide Contractor notice of the public records request to enable Contractor to justify withholding the information, with specific reference to applicable exception(s) to disclosure under Wis. Stat. § 19.31 *et seq.* or applicable case law, regarding such required disclosure by County. In the event the designation of "Confidential Information" of such Contractor information is challenged by the requestor and Contractor resists disclosure by County, Contractor hereby agrees to provide legal counsel or other necessary assistance to County to defend the designation of confidentiality and agrees to indemnify and hold County harmless for any costs or damages arising out of County's agreement to withhold such Contractor information from disclosure.

14. INSURANCE

Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cnty.)** or any of its subsidiary companies must provide Milw. Cnty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

(1.) Commercial General Liability Insurance including contractual coverage:

The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

(2.) Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

(3.) Workers' Compensation Insurance:

Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

(4.) Employers Liability Insurance:

Such insurance shall provide limits of not less than \$500,000 policy limit.

Professional Liability *

(5.) Medical Malpractice insurance for Certified/Licensed Mental Health and AODA Clinics and Providers and Hospital, Licensed Physician or any other qualified healthcare provider under Chapter 655 WI. Stat. Health Care Liability and Injured Patients and Family Compensation (indicate if Claims Made or Occurrence)

\$1,000,000 Per Occurrence
\$3,000,000 Annual Aggregate or Statutory limits whichever is higher

(6.) Any other non-qualified Health Care Provider under Chapter 655 WI. Stat. Health Care Liability and Injured Patients and Family Compensation (indicate if Claims Made or Occurrence)

\$1,000,000 Per Occurrence/Claim
\$3,000,000 Annual Aggregate

Other Professionals

\$1,000,000 Per Occurrence
\$1,000,000 Annual aggregate or Statutory limits whichever is higher

*If Contractor's Professional Liability insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, Contractor shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.*

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Contractor.

(7.) *Optional - Excess/Umbrella Liability Insurance:*

The insurance coverages specified in (1.), (2.), (4.) may be obtained through any combination of primary and excess or umbrella liability insurance.

Additional Requirements:

- (8.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- (9.) The insurance specified in (1.), (2.), (4.) and (7.) above shall: (a) name Milwaukee County, including its directors, officers, employees, and agents as additional insureds by endorsement to the policies, and (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.
- (10.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cnty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- (11.) Contractor shall furnish County annually on or before the date of renewal, evidence of a Certificate indicating the above coverage (with the Milwaukee County Department of Health and Human Services named as the "Certificate Holder") shall be submitted for review and approval by County throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Contractor's responsibility to ensure that a copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER

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

- (12.) Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Mail to:

Milwaukee County Risk Management
633 W. Wisconsin Ave. Ste. 750
Milwaukee, WI 53203

The insurance requirements contained in this Agreement are subject to periodic review and adjustment by the County Risk Manager. Milwaukee County may require higher limits or other types of insurance coverage(s) as necessary and appropriate. Failure on part of the Contractor to produce or maintain the required insurance during the term of contract including any extension(s), shall constitute a material breach of the contract upon which County may immediately terminate this agreement.

15. WITHHOLDING OF PAYMENTS

Failure of Contractor to comply with contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in the Attachment 2, Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Health and Human Services' administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional documents and/or information by County. County may withhold payment entirely or impose other liquidated damages (see DHHS Policy 005, Contractor/Provider Obligations) until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

16. CONTRACT TERMINATION

- A. This contract may be terminated upon Thirty (30) days written notice by County for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the clients and patients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 Wis. Statutes, Licensing.
- B. The financial arrangements in this Contract are based on conditions existing as of January 1, 2022, including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Contract. If such conditions change due to causes beyond Contractor's control, including, but not limited to, a change in the scope of Contractor's services, a decrease in referrals or census or the availability of labor; efforts to organize labor; increases in costs, Federal State and local taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations; or other unforeseen external market conditions outside Contractor's control (each, a "Material Adverse Change"), then Contractor shall notify County in writing that a Material Adverse Change has occurred. Within the 60-day period immediately after County receives such notice of Material Adverse Change, the Contractor and County shall, in good faith, renegotiate the terms of this Contract, in order to address the altered circumstances brought about by such Material Adverse Change. In the event

Contractor and County are unable to renegotiate the terms of the Contract to their mutual satisfaction, Contractor may give notice of termination of this Contract but shall not be relieved of its obligations under this Contract until the 180th day after County first received such notice of Material Adverse Change.

- C. Provider must provide notice of Discontinuation of agreed upon service(s) under this agreement upon no less than 90 days' notice with or without cause, except termination of contract which requires 120, day prior notice. However, termination, or notice of termination, shall not release the Provider of its obligation to complete treatment and/or services of Participants receiving care or treatment and/or services until transfer/transition of the Participant/Service Recipient can be accomplished with minimal disruption to the continuity of service, or 180 days from the date of termination notice, whichever is earlier. In order to continue treatment and/or services or transfer/transition of Service Recipients, Provider will enter into a contract amendment with Purchaser extending the contract expiration date until such time as an orderly transition is accomplished. Payment by Purchaser for services as provided in the Agreement shall be contingent upon the parties to this agreement entering into a contract, or contract extension, if necessary, in order to pay Provider. Purchaser shall not pay Provider without an executed contract between the parties during the period of service. Provider should shall assist in orderly transfer/transition of Participants/Service Recipients to new provider(s) as directed by Purchaser and provide copies to Purchaser or to client's new Provider with client consent, all required service documentation, case notes, treatment and/or services records, medical files and personal records, which are required by the new Provider, or Purchaser, to provide proper services to the Participants/Service Recipients at current Provider's cost. Failure to comply with this requirement is a breach of contract and may result in liquidated damages/claims against the Provider of up to \$2,000 per client, based on the severity of the breach, for each day beyond the Purchaser's deadline for receipt of Service Recipient records, and may bar the Provider from other contracting opportunities with Milwaukee County, or may be a cause for termination of other contracts with Milwaukee County. This provision shall survive the termination of this Agreement regardless of the reason.
- D. Failure to maintain in good standing state or local required Contractor/Provider/Agency/Vendor licenses, permits and/or certifications, may, at the option of the County, result in immediate termination of this contract. Failure to comply with any part of this Contract may be considered cause for early termination by the Purchaser.
- E. It is understood that the ability of Milwaukee County to contract for these services is dependent on appropriation of the necessary funds and receipt as provided for in the adopted budget. County, therefore, reserves the unilateral right to terminate participation in such service upon ten (10) days written notice when it appears that the funds budgeted (or provided through grants) for such purpose will be exhausted or terminated.
- F. If circumstances exist which threaten imminent harm or safety and wellbeing of Participants/Service Recipients, and/or Families or which results in Provider being legally unable to deliver covered services, this may justify or require immediate termination.
- G. Failure on the part of Contractor to comply with this Contract may be cause for early termination of the Contract without the right to cure the breach of Contract.

- H. Failure on the part of Contractor to provide deliverables (reports, supporting documents etc.) or frequency thereof, as required under this contract and/or required by the County will result in immediate cessation of work under this Contract. In such instance, the work under this contract cannot be resumed unless such deliverables are provided to County's satisfaction and a written notice to resume work is received by the Contractor. Such breach may also result in early termination of the Contract without the right to cure the breach of the agreement.
- I. In the event of termination, the County will only be liable for State, Federal or other reimbursable services rendered through the date of termination and not for the uncompleted portion, or any materials or services purchased or paid for by Contractor for use in completing this Contract.
- J. This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as required in this Contract. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.
- K. Contractor shall notify County, in writing, within 5 business days (according to section 32. NOTICES) whenever it becomes aware of its inability to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.
- L. County reserves the right to withdraw any qualified service recipient from the program, service, or facility of the Contractor at any time, when in the judgment of County, it is in the best interest of County or the qualified recipient so to do.
- M. In the event of termination for cause, the County will provide Contractor 10 days notification in writing in accordance with the Section of this Contract regarding "Notices".
- N. Should County reimbursement from state, federal or other sources not be obtained or continued at a level sufficient to allow for payment for the quantity of services in this Contract, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state, federal or other sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.
- O. When agreement is terminated, the Contractor shall not incur new obligations for the terminated agreement after the effective date, except for extension, by mutual agreement, for the orderly transition of Participants, and Contractor shall be responsible for all outstanding obligations after the effective date of the termination. The Purchaser shall not allow credit to the Contractor for the Purchaser's share of any obligations incurred by the Contractor after termination except for the services provided under clause "C" above. This provision shall survive the termination of this Agreement regardless of the reason.

- P. The Contractor shall, within 60 days, refund any unearned County funds advanced to the Contractor. This provision shall survive the termination of this Agreement regardless of the reason.
- Q. The Contractor shall submit, within 30 days of the date of termination final invoice/billings and shall submit within 120 days all other financial, performance, and other reports required by the terms of the agreement. The Purchaser may extend the due date for any report upon receiving a justified request from the Contractor and may waive any report which is not needed. This provision shall survive the termination of this Agreement regardless of the reason.
- R. If a Contract is terminated without audit, the Purchaser retains the right up to five years to disallow and recover an appropriate amount, after fully considering any recommended disallowances resulting from an audit which may be conducted later. This provision shall survive the termination of this Agreement regardless of the reason.
- S. The termination of this Contract does not affect the Contractor's responsibilities with respect to return of/disposal of property purchased with Purchaser's funding or with respect to any program income or other recovery for which the Contractor is still accountable as provided by law. This provision shall survive the termination of this Agreement regardless of the reason.
- T. Amounts payable to the Purchaser under any of the provisions of this agreement shall constitute a debt or debts owed by the Contractor to the Purchaser and shall be recovered from the Contractor or its successor or assignees by setoff or other action as provided by law. This provision shall survive the termination of this Contract regardless of the reason.

17. CONTRACT RENEGOTIATION

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

18. INDEPENDENT CAPACITY AND RELATIONSHIP

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor, duly authorized to perform the acts required of it hereunder. Parties hereto agree that the Contractor, its officers, agents and employees, in the performance of this contract shall act in the capacity of an independent contractor and not as an officer, employee or agent of the Contractor or County. Further Contractor agrees to take such steps as may be necessary to ensure that each Independent Service Provider and/or subcontractor of the Contractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, officer, employee, servant, joint venture, or partner of the Contractor or County.

19. CONTRACT ADJUSTMENTS

As set forth in Section 46.09(1), Milwaukee County Code of General Ordinances, no contract or contract adjustment, except for services defined in Attachments (1 and A), shall take effect until approved by resolution of Milwaukee County board of supervisors or approved by MHB as required.

20. ASSIGNMENT AND SUBCONTRACT LIMITATION

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

Contractor may not subcontract this agreement in part or in whole, including agreements with Independent Service Providers, without prior written consent of County. Any such subcontract or Independent Service Provider agreement must be in writing and must use: for Independent Service Provider - the standard Independent Service Provider Agreement developed by County; for Subcontractors – Pre-approved Subcontract Agreement containing all the provisions of this Contract with prior approval of the County, before provision of any service under this Contract.

Billing may be disallowed for any services covered in this Agreement provided by unauthorized Independent Service Providers or subcontractors. Provider is responsible for supervision and fulfillment of the terms and conditions of this Agreement when entering into agreements with approved ISP or approved subcontractors. **All subcontractors must adhere to the same terms, requirements and provisions as required of contractor in this contract.**

21. RESOLUTION OF DISPUTES

The Contractor may file a formal grievance or otherwise appeal decisions of Purchaser in accordance with Purchaser Policies and Procedures, Milwaukee County Ordinances or for contracts with BHD, Article 1, Procurement Procedure Administrative Manual Milwaukee County Behavioral Health Division, Legal & Contractual Remedies.

22. PROHIBITED PRACTICES

During the period of the Contract, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Health and Human Services representing County or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Health and Human Services. No employee of the Milwaukee County Department of Health and Human Services representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Health and Human Services.

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances which states in part, "*No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee*

shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee. "

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. "

Contractor is prohibited from offering other providers, or any other person(s), monetary compensation or any other type of reciprocal compensation for making referrals to Contractor for services under this Contract.

The use or disclosure by any party of any information concerning eligible clients or patients who receive services from Contractor, for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or patient or the guardian of the client or patient.

23. CONFLICT OF INTEREST AND REQUIRED DISCLOSURES

When signing this contract, the Provider represents and warrants that no relationship exists between Provider and the Purchaser that interferes with fair competition or is a conflict of interest, and no relationship exists between the Provider and another person or organization that constitute a conflict of interest with respect to this agreement. If there is a conflict of interest, the Provider must notify the Purchaser's Contract Manager. Based on such notice, Purchaser's Contract manager may waive such provision in writing, if the activities of the Provider will not be adverse to the interest of the Purchaser or County.

The Contractor 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 conflict of interest that may influence service provision, the Contractor shall furnish, upon request, to the Milwaukee County DHHS and upon request, to the Wisconsin DHS and any other department of the state of Wisconsin in writing:

- (a) The names and addresses of all vendors of drugs, medical supplies or transportation, or other providers in which it has a controlling interest or ownership;
- (b) The names and addresses of all persons who own or have a controlling interest in the Contractor;
- (c) Whether any of the persons named in compliance with (a) and (b) above are related to any owner or to a person with a controlling interest as spouse, parent, child or sibling;
- (d) The names and addresses of any subcontractors who have had business transactions with the Contractor;
- (e) The identity of any person, named in compliance with (a) and (b) 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 programs since the inception of those programs.

Contractor shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract. 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.

Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to the federal government, state government, or their agents for income tax withholding, FICA, Worker's Compensation, garnishments or other employee related liabilities, sales tax, income tax of Contractor, or other monies owed in excess of \$10,000 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.

Contractor shall notify County, in writing, within 30 days of the date payment was due of any past due liabilities to any other creditors in excess of \$10,000 in the aggregate, related to the operation of this Contract, for which County has or will reimburse Contractor. 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 creditor 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 Contractor to resolve the dispute.

24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Contractor represents and warrants to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders; and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Contract:

- A. Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in any Federal health care program, or in Federal procurement or non-procurement programs; or
- 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;
- 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. Is not presently under investigation by CMS, OIG, or any other government entity.

- F. Have not within a three-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;
- G. Are not presently indicted or being investigated for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (E); and
- H. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

25. CORRECTIVE ACTION, CONDITIONAL STATUS, SUSPENSION, AND DEBARMENT

Contractor understands and agrees that Purchaser can request or impose a condition of **Corrective Action** based on a review of Service Documentation, Complaint/Grievance, violation of Policy and Procedure, performance measurement outcomes and/or any other fiscal, quality, or client safety related matter. Purchaser's authority for determination is final unless subject to appeal procedures defined by Chapter 110 of Milwaukee County Code of General Ordinances, or Article 1, Procurement Procedure Administrative Manual Milwaukee County Behavioral Health Division, Legal & Contractual Remedies, as applicable, or other applicable Federal or State laws, Purchaser has final authority for determination of substantiation of findings which may lead to a condition of Corrective Action. Contractor shall be required to implement and comply with provisions of Corrective Action as a condition of this Agreement.

Contractor understands and agrees that Purchaser has final authority for the approval, denial, modification of, and determination of adherence to, a Corrective Action Plan. A Corrective Action may or may not be associated with Conditional Status or Suspension as defined below.

Conditional Status, Suspension, and Debarment applies to agency Contractors, as well as individual Direct Service Providers, and Indirect Staff (For more details refer DHHS Policy 009, Corrective Action, Conditional Status, Suspension, and Debarment)

26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND OTHER INFORMATION SAFEGUARDS

General Provision of Intent. Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH") and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record

and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Health and Human Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.

All electronic correspondence, such as emails, instant messaging, text messages, etc. must conform with HIPAA security rules. Any electronic correspondence that includes electronic Protected Health Information (ePHI), or Personally Identifiable Information (PII) that may associate service recipients/clients with PHI must be safeguarded by the sender. HIPAA-covered entities must apply reasonable safeguards when transmitting ePHI to ensure the confidentiality and integrity of data. Safeguards may include, but are not limited to, password protection or encryption of electronic correspondence, or secure data servers and transmission of links to users. Recipient/client names and other PHI should not be included in message headers including the subject lines, or the to and from lines of emails even when messages are protected with encryption in transit. Recipient/client names and other PHI should only be sent to individuals authorized to receive that information.

Contractor/Provider represents and warrants that it will apply reasonable safeguards to ensure that email communications containing Protected Health Information only go to intended parties to whom such disclosure has been authorized or permitted under HIPAA. Sending emails containing PHI to an incorrect recipient is an unauthorized disclosure and a violation of HIPAA. Unprotected electronic communication of recipient/client PHI is high risk, and an unauthorized disclosure of PHI may result in imposition of penalties, fiscal forfeitures and/or other sanctions up to and including immediate termination of contract. Transmission of ePHI must conform to DHHS divisions' respective HIPAA and PHI Policies and Procedures' security rules. Without limiting any other indemnification obligations contained herein, Contractor/Provider will indemnify, defend and hold [County] harmless from and against any and all penalties, fees, costs, losses, damages, claims, forfeitures, and/or other sanctions arising from or related to Contractor's/Provider's violation of HIPAA and/or unauthorized disclosure of PHI, PII, or ePHI to any party.

Changes to the Contract. Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA.

Contractors shall be subject to compliance with the HIPAA regulations as "covered entities." To the extent that the HIPAA regulations apply to Contractor, Contractor agrees to comply with the HIPAA regulations and shall have required documents available for inspection upon request. Covered entities that fail to comply with the applicable standards may be subject to a written complaint filed with the Secretary of Health and Human Services. This provision shall survive the termination of this Agreement regardless of the reason.

Generally, Contractor or vendors are not business associates of Purchaser. However, if and only if Contractor is also providing administrative services for DHHS or BHD or have access to data of clients other than their own, they will also be covered by the attached Business Associates Agreement. Therefore, unless specifically identified by Purchaser via a separate business associate agreement, Contractors are not considered business associates of Purchaser.

Provider/Contractor will also be complying with confidentiality and information sharing requirements of 42 CFR Part 2 as amended and Family Educational Rights and Privacy Act of 1974, as amended (FERPA), as applicable.

27. COMPLIANCE WITH CAREGIVER BACKGROUND CHECKS

Purchaser and Provider agree that the protection of Participants/Service Recipients served under this Agreement is paramount to the intent of this Agreement. Provider represents and warrants that it will comply with the provisions of chapters 48 and 50 Wis. Stats. and DHS 12 and/or DCF 12, Wis. Admin. Code (online at <http://docs.legis.wisconsin.gov>), as applicable, and the terms of the **Milwaukee County DHHS Policy 001, Caregiver Background Checks** (<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>), prior to and when sending staff add requests to Purchaser for approval of staff and during entire duration of caregiver providing services to Purchaser's clients.

Provider is liable for compliance with Wisconsin Caregiver Law, chapters 48 and 50 Wis. Stats. and DHS 12 and/or DCF 12, Wis. Admin. Code including review of caregiver's background check **prior to submitting** any provider add requests to Purchaser. **Failure to comply may result in corrective action or further sanctions as deemed appropriate by DHHS.**

Prior to the provision of Covered Services, and dated no more than 90 days prior to requesting to add a particular staff as a DSP or Indirect Staff, Provider shall conduct background checks at its own expense on all DSPs, Indirect Staff, contract staff, Independent Service Provider or volunteers who have regular, direct contact with Service Recipients or the personal property of the Service Recipients. Background checks obtained from other entities are not transferable. Provider shall **submit and retain** in its personnel files copies of: 1) a Background Information Disclosure (BID) Form DHS F-82064 (current version); 2) a Wisconsin Criminal History Records Request (Form DJ-LE-250) from the Department of Justice Crime Information Bureau (CIB) indicating a "no record found" response or a criminal record transcript, 3) a Department of Health Services (DHS) letter that reports the status of a person's administrative findings or license restrictions; and 4) a search of out-of-state records, tribal court proceedings and military records if indicated based on DHS 12. This includes obtaining a background check from any other state in which the individual has resided during the previous three (3) years, either by obtaining the record from the other state, National Check (Nation-wide Proprietary Search Service), or by obtaining an FBI fingerprint check.

28. CONFIDENTIALITY

Contractor shall not use or disclose any information concerning eligible Participants who receive Covered Services from the Contractor for any purpose not connected with the administration of the Contractor's responsibilities under this Agreement, or those of County, except with the informed written consent of the Participant and/or the Participant's legal guardian as described in **Chapter DHS 92-Confidentiality of Treatment Records** and other such confidentiality provisions of the State of Wisconsin Administrative Code and any applicable County's Policy(s). Contractors who are providing services to Alcohol and Drug Abuse participants will comply with the Code of Federal Regulations Title 42, Chapter One, Part 2, Confidentiality of Alcohol and Drug Abuse Patient Records.

29. CLIENT RIGHTS

Contractor must honor the right of every Participant/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; The Wisconsin Administrative Code – Chapter DHS 94 – Patient Rights and Resolution of Patient Grievances, and any other applicable federal, state, local laws, or DHHS policies and procedures as identified in Attachment J.

At a minimum, client rights shall include a policy of non-retaliation and the option of filing complaints anonymously.

30. CONTRACT PERFORMANCE MEASUREMENT

Purchaser may consider Contractor performance history in consideration of Service Recipient referrals and in termination, contract award or non-renewal decisions about this Contract. For services/programs that do not have currently identified DHHS Contract Performance Measures (CPMs), Performance Measures/outcomes may be developed which reflect Service Recipient satisfaction, consumer feedback, compliance with Contract and/or Policies and Procedures, and Service Recipient outcomes, conformance with evidence-based practices or required service protocols, or other performance domains. When Performance Measures/outcomes are identified by DHHS, Contractor must adhere to Purchaser reporting requirements.

Purchaser reserves the right of non-renewal, early termination of contract, or reallocation of contract funding to other services or programs because of, but not limited to, low referral/utilization, unsatisfactory service quality, performance as identified by CPMs, or other quality reviews.

Development, evaluation, and revision of CPMs is an ongoing process under which Purchaser reserves the right to develop new CPMs or revise CPMs at any time during the term of this agreement and notify Provider of changes via email. Said changes shall be incorporated into this agreement as if physically attached hereto.

Purchaser reserves the right to publish and distribute results of CPMs or other Quality or Compliance review results and may consider Performance history in the selection of Contractors.

Purchaser reserves the right to establish and test knowledge and competency standards related to Covered Services and/or Agreement requirements for Providers, Direct Service Providers, and Indirect Staff.

If substantial deficiencies are identified by Purchaser of Provider knowledge or competencies in the delivery of services performed under the Scope of Work, Purchaser may require corrective action to correct the deficiencies.

The Purchaser will monitor the Provider's performance and may use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet contract goals and expected outcomes, the Purchaser may reduce or

terminate the contract.

ASSESSING PERFORMANCE IN DELIVERY OF SERVICES

The Purchaser retains sole authority to determine whether the Provider's performance under the contract is adequate. The Contractor agrees to the following:

- A. The Provider shall allow the Purchaser and Purchaser's representatives to inspect the Provider's facility or work site where services are being provided at any time for the purposes of ensuring that services are being provided as specified in the Contract, Service Plan, and/or statement of work.
- B. The Provider shall submit all contract performance measure reports and other required service-related reports or as requested by the Purchaser.
- C. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation deemed necessary by Purchaser to adequately assess Provider performance, such as during a compliance or fiscal audit or administrative review.
- D. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality initiatives.
- E. The Provider shall develop and implement a process for assessing client experience with services provided. The Provider shall report in a timely manner the results of its client experience assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client experience assessment process.
- F. The Provider shall cooperate with the Purchaser in implementing the Purchaser's tools and processes for assessing client experience with services.
- G. If there are identified concerns, the Purchaser reserves the right to require the Provider to develop and implement a corrective action plan to address concerns.

31. WHISTLEBLOWER 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 represents and warrants that it will comply with the provisions of the Sarbanes-Oxley Act of 2002 (SOX), as applicable to specified organizations including nonprofit as well as other state and/or federal whistleblower protection laws. The Milwaukee County Department of Health and Human Services (DHHS) requires all Providers contracting with the department under this Agreement, or any other agreement with DHHS, to adopt and implement a whistleblower policy, which shall be made available upon request, per DHHS Policy 003, Whistleblower Policy available at:

<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>

32. NOTICES

Notices to Purchaser or Provider under this Agreement shall be given in writing and be sufficient if sent by mail (USPS or other courier) or email unless otherwise agreed to by both parties to the address or email, as identified on page 1 of the agreement, except as otherwise

prescribed or prohibited by law, or as designated in Purchaser Policies and Procedures. If any party changes its address, they shall notify the other party in writing within five (5) business days.

However, notices for the following instances shall be in writing and shall be sent by registered or certified mail, return receipt requested, postage prepaid or via a national courier with return receipt requested and/or via email with acknowledgement by the recipient to the email address provided in the Agreement:

- Termination of Agreement
- Suspension of Provider in whole or in part

Provider agrees to notify Purchaser in writing within 5 business days (except where otherwise identified) of any of the following changes or conditions:

1. Agency name;
2. Agency ownership;
3. Agency director/CEO;
4. Hiring or change in status of Executive Director, senior management, or any corporate officer; (submission of staff information through the standard staff add/drop process is sufficient to meet this item)
5. Agency business or billing address(es);
6. Telephone or fax number;
7. E-mail address as provided in this agreement
8. Federal Employers Tax ID (FEIN) number;
9. Change of insurance carrier or insurance coverage;
10. Change in or restriction of Provider, DSP, and/or Indirect Staff license(s), including occurrence of negative findings such as license suspension, surrender, expiration, or revocation, or request of forfeiture, fines, or plan(s) of correction due to licensing violations that occur. This condition carries a notification requirement of ONE business DAY;
11. Any arrests, charges or convictions of DSP and/or Indirect Staff. This condition carries a notification requirement of ONE business DAY;
12. Inability to accept referrals and process intake or assessment of referrals within the timelines defined in Purchaser Policies and Procedures, including if Provider has wait lists;
13. Inability to adhere to any other schedules or timelines as required by County policies and procedures or any other County or Contractor guidelines including other published schedules. This condition carries a notification requirement of TWO business DAYS;
14. Inability to support the level of agreed upon services as contained in DHHS guidelines or contractor's proposals, budget or any other statement of work.
15. Inform Purchaser for any change of staff role for EHR system access or deactivation within two (2) business days.
16. Discontinuation of agreed upon service(s) requires ninety (90) day prior notice from Provider (except termination of contract which requires 120, day prior notice).
17. Inform Purchaser of any investigation, suspension and/or status change/outcome of the Provider organization, Provider staff and/or all other agency representatives by CMS, OIG, or any other governmental entity within two (2) business days.
18. Inform Purchaser of any complaints, whether clients/service recipients, Provider, or the public. Said complaints must be documented and reported to DHHS within ten (10)

business days of receipt, or of becoming aware of the complaint in order to confirm that necessary actions are taken to ensure the health, safety and welfare of clients, providers, and public.

33. CONTRACT CONTENT

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. The courts of Wisconsin shall have jurisdiction over an action between the Milwaukee County Department of Health and Human Services or the County Board and Contractor, for any cause of action which arises under, or by virtue of, the contract, 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.

The Contractor agrees to provide or arrange (as referenced in Section 1, Scope of Work), the provision of Covered Services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Health and Human Services and its respective divisions. Definition used in this Contract have meaning set forth in Attachment B except where the context is clear that such meanings are not intended. This document, with all attached exhibits, attachments, certifications, and policies and procedures, together with the Milwaukee County Department of Health and Human Services most recent Request for Proposal or Request for Information and Contractor's most recent application/proposal, as applicable, and as negotiated constitute the entire Contract of the parties.

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

Reimbursement rates (rate per unit of service) for services under this Contract may be changed at any time during the term of this Contract without the need for prior notification from Purchaser. Notification of any change in reimbursement rates for services during the contract term, or any extension thereof, will be provided to Contractor via email and accomplished by revision of Financial attachments without the need to amend this Contract or seek approval or authorization from any governing board, e.g., County Board of Supervisors or Mental Health Board.

If any provision(s) of this Contract is (are) waived by Milwaukee County the remaining provisions of the Contract shall remain in effect.

If any provision(s) of this Contract 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. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules, regulations and orders.

**REVIEWED AND APPROVED FOR COMPLIANCE
WITH COVID-19 PUBLIC HEALTH EMERGENCY
FISCAL ACTIONS ADMINISTRATIVE ORDER 20-9**

Director of Performance, Strategy & Budget Date
Department of Administrative Services

DRAFT REFERENCE COPY

LIST OF APPLICABLE ATTACHMENTS

Attachment List (X indicates it is included in the Agreement)	DSD, DYFS, HD, Director's Office/MSD	CARS	Wraparound Milwaukee
Attachment 1 – Schedule of Services to be Purchased and Financials (POS)	X		
Attachment 2– Billing and Payment Policy (POS)	X		
Attachment A – Scope of Work	X		
Attachment B - Definitions	X		
Attachment C – Administrative Probation Policy			
Attachment D - Financials (FFSA)			
Attachment E – Invoice Format			
Attachment F – Staff Roster			
Attachment G – Physician Referrals			
Attachment H – Loaned Property			
Attachment J – Policy & Procedures Signoff	X		
Attachment K – Compliance Indicators			
Attachment L – Performance Measures			
Attachment M – Conflict Resolutions			
Attachment N – Business Associate Agreement			

ATTACHMENT J
POLICY AND PROCEDURE SIGN-OFF FORM
ALL PROVIDERS

DEPARTMENT OF HEALTH AND HUMAN SERVICES

POLICY AND PROCEDURE ATTESTATION

Agency Name: _____

The intent of this sign-off form is to ensure Provider Agencies and their Direct Service Providers and Indirect Staff have accessed, read, understand and will implement all applicable Policies and procedures identified in the Agreement/Contract and listed below in **addition to any service guidelines/expectations/directives referenced in the Provider Programs and Network.**

I hereby represent and warrant that our Agency and all Direct Service Providers and Indirect Staff have accessed, read, understand and will implement all applicable Policies and procedures identified in the Agreement/Contract and listed above and/or as identified in the following links in addition to any service guidelines/expectations/directives referenced in the Provider Programs and Network:
<https://county.milwaukee.gov/EN/DHHS/Provider-Portal>

Signature _____

Name of the Signor _____

Title of the Signor _____

ATTACHMENT 2

MILWAUKEE COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
BILLING AND PAYMENT POLICY FOR
2021 PURCHASE OF SERVICE CONTRACT

CONTRACTOR shall submit to COUNTY on or before the tenth (10th) working day of the month following delivery of purchased services, program Expense and Revenue Reports for each service provided and/or a report of all clients served, and units of service provided as required by Attachment 2. Reports must be submitted in format approved by DHHS Accounting and provided by DHHS Contract Administration for purchased services. Reports for services provided under this contract must be emailed to DHHS Accounting for initial approval at:

dhhsaccounting@milwaukeecountywi.gov

For the months of January and February, COUNTY may make an early payment to CONTRACTOR equal to one-sixth (1/6th) of the contract amount, or in an amount as directed by the Division Administrator. In addition, early payment on contracts with a duration of more or less than 12 months (a non-standard contract term) shall be determined at the discretion of the Division Administrator.

Subsequent to the early payment if any, CONTRACTOR shall receive payment for actual, year-to-date billings submitted to COUNTY, and said billings shall result in a payment to CONTRACTOR within thirty (30) working days following receipt, review and approval of the reports, and required supporting documentation if any, by COUNTY.

However, for the last two to four months of the contract, payments to CONTRACTOR based on cumulative amount earned may be reduced to reflect the effect of the early payment on year-to-date payments. Commencement of such adjustments may be affected by contracts with a non-standard term, and may commence earlier at the sole discretion of the county. In no event shall total payments (including early payment) under the contract exceed the amount of the contract.

Computation of the amount earned under this contract will be based on the payment method specified on Attachment 1.

Payment Method Identifier No.***	Payment Method Description
1	Net Expenses (gross program expenses less other program revenues); payments not held to cumulative 1/12 th
2	Lower of Net Expenses or cumulative 1/12th ©
3	Lower of net expenses or cumulative 1/12th© or Net Units earned (All program units times budgeted contract rate less other gross revenue)**
4	Lower of net expenses or DHHS Units earned* (DHHS Units only times monthly weighted average unit rate) or cumulative 1/12th©

5	Units Billed (units of service delivered times the contract rate)
6	100% of contract paid out upon execution
7	Special conditions like match requirements or recovery of payments by payment deductions

* for all contracts for which the program serves non-DHHS clients

** This method is used only if the billing template is used for contract for which 100% of the clients are Milwaukee County clients

© the cumulative pro-rata share, of contract amount (based on a factor the numerator of which is the number of payment periods reported, the denominator of which is the number of payment periods in the contract) less previous payments. A non-standard year affects the denominator.

*** Payment Method Identifier No. designates the method to be used on the Attachment I

Reports received thirty (30) days after the termination of this contract will not be considered for payment by COUNTY. COUNTY reserves the right to withhold payment or modify the above payment schedule where CONTRACTOR fails to deliver the contracted services in accordance with the terms of this contract or fails to submit billing claims as required above.

ATTACHMENT 1

DRAFT REFERENCE COPY