MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES
PROGRAMS

2009 FEE-FOR-SERVICE AGREEMENT

REFERENCE COPY

for Fee-for-Service Providers

WRAPAROUND MILWAUKEE
2009 FEE-FOR-SERVICE AGREEMENT
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MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES

WRAPAROUND MILWAUKEE

2009 FEE-FOR-SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 2009 by and between the Milwaukee County Department of Health and Human Services - **Behavioral Health Division – Wraparound Milwaukee** (hereafter referred to as **"Purchaser"**) and _____ ___(hereinafter referred to as "**Provider**"), and shall become effective January 1, 2009 and continue in full force until December 31, 2009.

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WITNESS that:

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

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

WHEREAS, Provider desires to provide such services for Purchaser.

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties that the Provider shall provide the services at the rates set forth in the attachment identified as "Attachment A – Schedule of Services & Rates - 2009 Fee-for-Service Agreement" and that said services will cover the following duties and obligations.

SECTION ONE

Definitions

As used in this Agreement, the following terms shall have the meanings set forth herein, except where the context is clear that such meanings are not intended:

A. "**Agreement**" - this document with all attachments, exhibits, schedules, references and amendments. The *Milwaukee County Department of Health and Human Services Administrative Probation Policy for Non-Compliance with Contract and Fee-for-Service Requirement, Payer Of Last Resort Policy For Community Based Residential Facility (CBRF) Contracts And Other Fee-For-Service Agreements* and Provider's current application are incorporated herein by reference and made a part of this Agreement as if physically attached hereto and Provider shall comply herewith. Referenced policies are available at: http://www.county.milwaukee.gov.

B. "**Behavioral Health Division**" - A division of the MCDHHS administering programs to enhance the quality of life for individuals with mental health and substance abuse problems, assisting in their recovery and providing individualized opportunities to participate in the community.

C. "**Care Coordination Agency**" or "**Care Management/Support and Service Coordination Agency**" or "**Case Management Agency**" or "**Recovery Support Coordinator**" – mental health, substance abuse or social service agency which has entered into an Agreement with Purchaser to provide or arrange for the provision of Covered Services to Participants by Care Coordinators in the Wraparound Milwaukee Program, Care Management/support and Service Coordination for Disabilities Services Division Programs, Case Managers in the Family Intervention Support and Services (FISS) Program, Recovery Support Coordinators in the WIser Choice Program, or Case Management/Care Coordinators in the Community Service Branch [CSB] of the Behavioral Health Division.

D. "**Care Coordinator**" or "**Care Management/Support and Service Coordinator (CM/SSC)**" or "**Case Manager**" or **"Recovery Support Coordinator**" - person responsible for providing, coordinating and managing the provision of services in the Wraparound Milwaukee Program, Disabilities Services Division Programs, FISS Program, or WIser Choice Program respectively.

E. "**Children's Court Services Network**" (CCSN) - program of the Delinquency and Court Services Division that coordinates the delivery of comprehensive AODA, mental health, and social services to youth who are adjudicated and/or under the jurisdiction of Children's Court, and are in need of supportive services in order to avoid committing additional offenses.

F. "**CMHC**" – information management system operated by the Behavioral Health Division used for client registration, contract management, service authorizations, payments for Covered Services, and management of other client related information. Information maintained in CMHC is considered "Protected Health Information," and as such is confidential.

G. "**Complaint/Grievance**" - written and/or verbal statement of dissatisfaction with Purchaser's procedure, service, benefit, system of care representative or Provider.

H. "**Conditional Status**" - period of time for up to one year when a Provider will be more closely monitored by Purchaser and reviewed for compliance with the provisions of this Agreement.

I. "**County**"– Milwaukee County (hereinafter called County) a Wisconsin municipal body corporation represented by the Milwaukee County Department of Health and Human Services (DHHS) and its respective divisions, the Milwaukee Department of Audit, the Milwaukee County Behavioral Health Division, and any other applicable departments or offices of County and its designees.

J. "**Covered Services**" - services identified in this Agreement that are rendered by the Provider and are subject to the terms and conditions of this Agreement, for which the provider may request payment.

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K. "**Direct Service Provider**" – Provider employee, volunteer or individual provider with a contractual arrangement with a Provider (not an employee of the Provider), who provides direct care and/or Covered Services to a Participant/Service Recipient on behalf of a Provider, for which the Provider receives compensation from the Purchaser under this Agreement.

L. "**Disabilities Services Division**" – A division of the MCDHHS administering programs to enhance the quality of life for individuals with physical, sensory and developmental disabilities and their support networks living in Milwaukee County by addressing the participant's identified needs and meeting her/his desired individual outcomes and providing individualized opportunities to participate in the community.

M. "**Family Intervention Support and Services**" (FISS) – program under contract with the Bureau of Milwaukee Child Welfare to coordinate the delivery of services to intact families exhibiting a need for resources/services for their adolescent, ages twelve (12) to seventeen (17) in Milwaukee County.

N. "**Milwaukee County Department of Health and Human Services**" (DHHS) – A governmental subunit of Milwaukee County created by action of the Milwaukee County Board of Supervisors as authorized by state statute to provide or purchase care or treatment services for residents of Milwaukee County. The Department of Health and Human Services consists of the following six divisions: Economic Support, Delinquency and Court Services, Disabilities Services, Management Services, Behavioral Health and County Health Programs. **The mission of DHHS is *to secure human services for individuals and families who need assistance in living a healthy, independent life in our community.***

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O. "**Participant** " - individual who is enrolled in the Purchaser's Program.

P. "**Policies and Procedures**" – Purchaser policies and procedures, service descriptions, Provider Bulletins, memos, other program specific written requirements and all applicable federal, state and county statutes and regulations which are in effect at the time of the delivery of covered services.

Q. "**Provider**" - agency or individual with whom this Agreement has been executed.

R. "**Provider Network**" – All Providers with whom an Agreement has been executed with Purchaser.

S. "**Quality Assurance/Utilization Management**" - a system that provides ongoing monitoring activities related to the quality, appropriateness, effectiveness, cost and utilization of Covered Serviced including implementation of corrective actions determined and authorized by the Purchaser or County to be appropriate, including recoupment of monies if deemed necessary.

T. "**Service Access to Independent Living**" **(**SAIL) - refers to the Community Services Branch of the Behavioral Health Division that offers a central access point for Milwaukee County residents seeking mental health or alcohol or other drug abuse services.

U. "**Service Documentation**" – Consents, assessments, service plans, reviews, case notes, monthly reports, ledgers, budgets, and all other written or electronic program and/or fiscal records relating to Covered Services.

V. "**Service Plan**" - written document that describes the type, frequency and/or duration of the Covered Services that are to be provided to enrolled Participant and/or Participant's family. For WIser Choice, Service Plan refers to a Single Coordinated Care Plan. For Wraparound Milwaukee, Service Plan refers to the Plan of Care. For SAIL, Service Plan refers to an Individualized Service Plan. For Children's Court Services Network, Service Plan refers to the Service Plan Authorization Form and/or the Service Plan Amendment. For Disabilities Services Division, Service Plan refers to an Individualized Service Plan.

W. "**Service Recipient**" - person or persons identified in a service authorization as the recipient of Covered Services provided by the Direct Service Provider.

X. "**Site Review**" – Visual inspection of Provider's premise, employee records, service documentation, interview of appropriate persons or individuals including but not limited to: employees, participants, service recipients, parent/guardians, individuals with knowledge of the services recipient's receipt of the Covered Service. The above may be conducted by Purchaser representatives, the Milwaukee County Department of Audit and representatives of appropriate federal, state or local agencies.

Y. "**State**" - The word state when used in this Agreement shall mean the State of Wisconsin.

Z. "**Synthesis" -** information management system owned and operated by Wraparound Milwaukee used for client registration, contract management, service authorizations, payments for Covered Services and management of other client related information. Information maintained in Synthesis is considered "Protected Health Information," and as such is confidential.

AA. "**WIser Choice**" - continuum of services that support the Recovery of persons with substance use and/or co-occurring mental health disorders. Services to be provided by the network include AODA clinical treatment as well as non-clinical services supporting recovery such as transportation, childcare, pre-employment education/training, parenting assistance, life skills training, and housing.

BB. "**Wraparound Milwaukee**" - a program serving children with severe emotional or mental health needs at risk of institutional placement referred through child welfare, Probation, the public school system or self-referred.

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SECTION TWO

General Obligations of Provider

A. Provider agrees to abide by the terms of the Milwaukee County Caregiver Resolution and the Wisconsin Caregiver Law requiring Background Checks on all caregivers as set forth in Section Three (Compliance with Caregiver Background Checks) of this Agreement.

B. Provider shall provide all personnel required to perform the Covered Services listed in Attachment A with a minimum of one Direct Service Provider for each Covered Service. Replacement personnel shall be by persons of like qualification. Written notification of new or replacement personnel shall be made per Purchaser Policies and Procedures prior to the provision of Covered Services. Written notification to include notice and approval of the Purchaser if Provider personnel are employees of or have any other contractual relationship with County. It is understood that final authority for determining eligibility to be a Direct Service Provider rests with the Purchaser.

C. Provider agrees to maintain current credentials and licenses for Provider and all Direct Service Providers and subcontractors as required by federal, state, and county regulations and Purchaser service descriptions and/or Policies and Procedures throughout the term of this Agreement. Provider agrees to cooperate with any credentialing procedures, which Purchaser may elect to establish.

D. Purchaser reserves the right to remove a Direct Service Provider from the Provider Network at any time. If Provider is unable to provide authorized Covered Services, this must be reported to Purchaser. Failure to provide such notice may result in termination from the Provider Network or other sanctions provided for in this Agreement.

E. Purchaser agrees not to use Direct Service Providers in the provision of Covered Services who are suspended, debarred, or under investigation by Purchaser or other Federal, State, or Local entities.

F. Provider shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing Covered Services to the Service Recipient, except as provided herein, or as identified in Purchaser Policies and Procedures.

G. Provider agrees to provide Covered Services for Participants/Service Recipients in accordance with Purchaser's referral form and Service Plan.

H. Provider agrees to provide Covered Services on a one on one, face-to-face basis unless otherwise specified by Purchaser Policy or Procedure.

I. Provider agrees to maintain Service Documentation as required by this Agreement and Policies and Procedures including a consent for services signed and dated by the Service Recipient or parent/guardian.

J. Provider agrees to maintain and retain service documentation records as required by all applicable Policies and Procedures including the following minimum elements: the date, time, duration, location, intervention, summary of the activity engaged in, Participant's response to the Covered Service, Direct Service Provider signature and signature date. Purchaser reserves the right not to pay for units of Covered Services reported by Provider that are not supported by documentation required under this Agreement.

For Children's Court Services Network and WIser Choice, all Covered Services require the Participant or Service Recipient signature on Service Documentation.

K. **For Wraparound Milwaukee and SAIL**, Service Documentation is required per Policy and Procedure. In the case of a minor, records shall be retained until the Participant becomes 19 years of age or until seven (7) years after Cover Services have been completed, whichever is longer. In the case of an adult, records shall be retained for a minimum of seven (7) years after Covered Services have completed.

L. Provider agrees to work collaboratively with Purchaser and its agents, and other Providers in the provision of Covered Services to Participants/Service Recipients.

M. Provider agrees to notify purchaser in writing within 5 business days of any of the following changes or conditions:
1. Agency name;
2. Agency ownership;
3. Agency director/CEO;
4. Agency business or billing address(es);
5. Telephone or fax number;
6. E-mail address;
7. Federal Employers Tax ID (FEIN) number;
8. Change of insurance carrier or insurance coverage
9. Change in or restriction of license(s)
10. Discontinuation of agreed upon service(s).

N. Provider agrees that in cases of a physical illness or injury of a Participant or Service Recipient, Provider shall notify the emergency contact as identified in the Referral Form. (Note: Purchaser is not responsible to pay for services related to a physical illness or injury of a Participant or Service Recipient.) In cases of a Participant/Service Recipient psychiatric emergency (situation involving significant risk and/or verbal threats to harm oneself or others), the Provider shall contact: the Mobile Urgent Treatment Team for Wraparound Milwaukee and Children's Court Services Network, the Behavioral Health Division Mobile Crisis Team for WIser Choice Participants/Service Recipients, unless otherwise specified in the Participant's Service Plan.

O. In order for Provider and the Participants/Service Recipients that Provider serves to be prepared for an emergency such as a tornado, blizzard, electrical blackout, pandemic influenza or other natural or man-made disaster, Provider shall develop a written plan, to be retained in the Provider's office, that addresses:

1. The steps Provider has taken or will be taking to prepare for an emergency;
2. Which, if any, of Provider's services will remain operational during an emergency;
3. The role of staff members during an emergency;
4. Provider's order of succession and emergency communications plan; and

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5. How Provider will assist Participants/Service Recipients to individually prepare for an emergency.

Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk Participants/Service Recipients are actively encouraged to develop an individualized emergency preparedness plan and have been offered any assistance they might require to complete the plan.

SECTION THREE

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 certifies that it will comply with the provisions of HFS 12, Wis. Admin. Code *State of Wisconsin Caregiver* Law (online at http://nxt.legis.state.wi.us/nxt/gateway.dll/?f=templates&fn=default.htm). Provider further certifies that it will comply with the provisions of the Milwaukee County Caregiver Resolution requiring Background Checks as set forth in Attachment B of this Agreement.

Prior to the provision of Covered Services, Provider shall conduct background checks at its own expense on all employees, contract staff or volunteers who provide direct care and Covered Services to or have contact with Participants/families under this Fee-for-Service Agreement. Provider shall retain in its personnel files all pertinent information to include: 1) a *Background Information Disclosure* (BID) Form (HFS-64); 2) a *Wisconsin Criminal History Records Request* (Form DJ-LE 250 or 250A) 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 and Family Services (DHFS) 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 the Wisconsin Caregiver Program Manual guidelines. This includes a good faith effort to obtain a background check from any other state in which the individual has resided during the previous three (3) years. Provider shall ALSO obtain a Federal Background Check (national fingerprint-based criminal history check http://www.doj.state.wi.us/dles/CIB/forms/) for employees, Direct Service Providers and others who have lived outside the State of Wisconsin during the previous three (3) years. Notwithstanding the above, for students and other temporary seasonal employees whose principal state of residence is not Wisconsin, Provider may obtain a Criminal Background Check from the individual's principal state of residence, plus a Background Check from the Wisconsin Department of Justice, Crime Information Bureau, in lieu of a Federal Background Check. All other exceptions for Federal Background Checks require prior Purchaser administrative approval.

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In addition, Provider agrees to the following:

A. After the initial background check, Provider is required to conduct a new background check every four (4) years, or at any time within that period when Provider has reason to believe a new check should be obtained.

B. Provider shall maintain the results of background checks on its own premises for a period of at least four (4) years following the termination of this Fee-for-Service Agreement. Purchaser may audit Provider's personnel files to assure compliance with the *Wisconsin Caregiver Program Manual.* (online at http://dhfs.wisconsin.gov/caregiver/publications/CgvrProgMan.htm).

C. Provider must notify Purchaser within two (2) business days if an existing employee, direct service provider or caregiver has been charged with or convicted of any crime specified in HFS 12.07(2) and/or of any offenses referenced in numbers 6, 7, and 11 of the *Milwaukee County Resolution Requiring Background Checks on Department of Health and Human Services Contract Agency Employees Providing Direct Care and Services to Children and Youth*.

D. Provider shall read, sign, and return Attachments B and C with this agreement.

SECTION FOUR

Confidentiality

Provider shall not use or disclose any information concerning eligible Participants who receive Covered Services from the Provider for any purpose not connected with the administration of the Provider's

responsibilities under this Agreement, or those of Purchaser, except with the informed written consent of the Participant and/or the Participant's legal guardian as described in *Chapter HFS 92-Confidentiality of Treatment Records* and other such confidentiality provisions of the State of Wisconsin Administrative Code and any applicable Purchaser's Policy(s). Providers 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.*

SECTION FIVE

Client Rights

Provider must honor the right of every Participant/Service Recipient as stated in the Mental Health Act – Wisconsin Statute, Chapter 51, 51.30 – Records & 51.61 – Patient Rights; The Wisconsin Administrative Code – Chapter HFS 94 – Patient Rights and Resolution of Patient Grievances, Milwaukee County General Ordinances and Resolutions, and any other applicable federal, state, local laws, or Purchaser Policies and Procedures.

SECTION SIX

Protecting Privacy of Patient Health Information

The Health Insurance Portability and Accountability Act of 1996 (known as HIPAA) was enacted by the U.S. Congress as part of Title II – Administrative Simplification.

Provider may be subject to compliance with the HIPAA regulations as "covered entities." To the extent that the HIPAA regulations apply to Provider, Provider 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.

Generally, Providers or vendors are not business associates of payers. Therefore, unless specifically identified by Purchaser via a separate business associate agreement, Providers are not considered business associates of Purchaser.

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SECTION SEVEN

Independent Contractor

Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture or employee-employer relationship between Purchaser or its successors or assigns and Provider or its successors or assigns. In entering into this Agreement and in acting in compliance herewith, Provider is at all times acting and performing as an independent provider, duly authorized to perform the acts required of it hereunder.

SECTION EIGHT

Assignment Limitation

This Agreement shall be binding upon and accrue to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Provider shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of Purchaser, unless otherwise provided herein.

SECTION NINE

Required Disclosures and Prohibited Practices

A. During the period of this Agreement, Provider 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 Provider, 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 Provider's business unless approved in writing by the Director of the Department of Health and Human Services.

B. Pursuant to Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Ordinances which states in part, "No person may offer to give to any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."

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.”

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

D. Provider is prohibited from offering other Providers reciprocal compensation for referrals for services.

E. Provider shall notify Purchaser, 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 Provider, or other monies owed. 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.

F. Provider shall notify Purchaser, in writing, within 30 days of the date payment was due of any past due liabilities to any government entity in excess of $5000, or when total past due liabilities exceed $10,000, related to the operation of this Agreement for which Purchaser has or will reimburse Provider. 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 Provider to resolve the dispute.

SECTION TEN

Equal Rights and Civil Rights Compliance

A. Non-Discrimination, Equal Employment Opportunity and Affirmative Action:

1. No eligible Participant/family or patient shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

2. Provider agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, physical disability, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

3. Provider agrees to comply with the provisions of Section 56.17 County General Ordinances regarding non-discriminatory contracts, which is attached hereto by reference and incorporated herein as though fully set forth herein. (Referenced Section of County General Ordinances is

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available upon request).

B. Civil Rights Compliance:

Provider certifies that it will comply with the provisions of the *CRCP for Profit and Non-Profit Entities* (online athttp://dcf.wisconsin.gov/civil_rights/plans_instructions.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 and Family Services (DHFS), Providers with 25 Employees AND any combination of funding in the amount of $25,000 or more from Purchaser and/or the State are required to complete and submit a copy of a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plans prior to execution of this Agreement **or** Provider may submit a copy of the State approval letter to Purchaser in lieu of the CRCP.

Providers with direct State contracts with DWD or DHFS with fewer than 25 employees, or Providers receiving less than $25,000 in direct State funding are required to file a Letter of Assurance with DWD or the DHFS, and a copy with Milwaukee County. Providers with fewer than 25 employees or Providers receiving less than $25,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County.

Completion forms, instructions, sample policies and plans are posted on the State website at: http://dcf.wisconsin.gov/civil_rights/plans0708/default.htm.

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

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SECTION ELEVEN

Compensation

A. It is understood and agreed by all parties that Purchaser assumes no obligation to purchase from Provider any minimum amount of services and Purchaser is unable to guarantee the volume of referrals funded under this Agreement. Purchaser will only compensate Provider for pre-authorized Covered Services as defined in this agreement and Purchaser Policies and Procedures. The number of pre-authorized units of service may be modified by Purchaser in response to changes in the Participant/Services Recipient's level of care.

B. Provider agrees to provide, within the scope of certification or competencies, Covered Services listed in Attachment A at the rate therein and specified in accordance with Purchaser Policies and Procedures. Provider may not bill Participants for Covered Services unless allowed as identified in a Purchaser Policy and Procedure or other addendum to this Agreement. This condition to remain in effect in the event the Purchaser is unable to provide compensation for Covered Service.

C. Purchaser will not compensate Provider for Covered Service rendered by a Direct Service Provider prior to having obtained a statewide criminal background check for the Direct Service Provider as covered in Section Three (Compliance with Caregiver Background Checks) of this Agreement. Purchaser will not compensate Provider for Covered Services rendered by a Direct Service Provider whose credentials are not in conformity with the requirements Purchaser service descriptions and Policies and Procedures.

D. Failure of Provider to comply with Agreement requirements may result in withholding or forfeiture of any payments otherwise due Provider from County by virtue of any County obligation to Provider until such time as the Agreement requirements are met. Purchaser reserves the right to withhold payment or adjust Provider's invoice where Provider fails to deliver the contracted services in accordance with the terms of this Agreement, or any other relevant Milwaukee County Department of Health and Human Services' Policies and Procedures. Provider 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 information by County. Purchaser may withhold payment entirely 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.

E. Provider shall follow the principles related to **Allowable Costs**. In addition to allowability as determined according to the Wisconsin Department of Health and Family Services (DHFS) *Allowable Cost Policy Manual,* there is a set of Federal principles for determining allowable costs. Allowability 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 OMB Circular A-122, *Cost Principles for Non-Profit Organizations.* The allowability of costs incurred by commercial organizations and those non-profit organizations listed in Attachment C to Circular A-122 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR part 31, *Contract Cost Principles and Procedures.*

F. This is a cost reimbursement agreement. **Payments for Covered Services** shall be made on a unit-times-unit-rate basis with limited profit or reserve. Payments in excess of Allowable Cost (see item E) plus allowable profit (For Profit Providers only – see item H) or allowable addition to reserve (Non-Profits only – see item G) will be remitted to Milwaukee County. Final settlement of this Agreement will be based on audit. (See Section Seventeen (Audit Requirements) of this Agreement.) If the County has waived the audit requirement under Wisconsin Statute s.46.036 for this Agreement, Provider shall submit an un-audited schedule of program revenue and expenses, compiled by a CPA licensed to practice by the State of Wisconsin, as a final accounting to determine final settlement under this Agreement.

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

Allowable costs, profits and reserves are defined in the *Allowable Cost Policy manual* (online at http://www.dhfs.state.wi.us/grants/Administration/ACPM.HTM).

G. **Reserve (Non-Profit Providers Only)**. Pursuant to s.46.036(5m) and s.49.34(5m) of Wisconsin Statutes, as affected by 1993 Wisconsin Act 380, and subject to the limitations and conditions set forth therein, under certain circumstances, Providers can maintain a reserve funded by state programs, Department of Health and Family Services (DHFS), Department of Work Force Development (DWD) and Department of Corrections (DOC) when revenue exceeds allowable expenses. The statutes allow reserves when the Provider is a non-profit, non-stock corporation organized under Wisconsin Statute 181 and the Provider provides Covered Services to Participant on the basis of a unit rate per unit of Participant service (units-times-rate agreements). Retained and accumulated reserves shall not be considered an allowable cost for purposes of calculating the amount of such a surplus. Purchaser reserves the right to require the Provider to repay to the Purchaser the full amount of any such surplus.

H. **Profit (For Profit Providers Only).** Pursuant to Wisconsin Statute 46.036(3c), Agreements for proprietary (For-Profit) agencies may include a percentage add-on for- profit according to the rules promulgated by the department. The profit is limited by expenditures on allowable costs that the Provider incurs in performing the Covered Services purchased under this Agreement. The maximum allowable profit is 10%. A Provider is not allowed to retain both a reserve and a profit on the same contract/Agreement for the same period.

I. **Prompt Payment Law.** The parties agree that Section 66.0135, Wisconsin Statutes, Interest on Late Payments, shall not apply to payment for Covered Services provided hereunder.

J. Purchaser is intended to be the "**payor of last resort**" (Milwaukee County DHHS Payor of Last Resort

Reference Copy

Policy is incorporated here and by reference) after all other public and private funds restricted to the Covered Services being purchased, including medical insurance and restricted contributions, have been exhausted. Payments for Covered Services shall be made in accordance with the "order of payment" requirements for the funding agency, funding program, and other collections made by the Provider for Covered Services. 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 Covered Services provided under this Agreement. Any surplus restricted program revenues (temporarily restricted net assets) are to be returned to Purchaser as unspent funds. If the Provider recovers payment from third-party insurance, the Provider agrees to re-pay the recovered amount to Purchaser.

K. No funds within this Agreement may be used to supplant Health Insurance, other Health Maintenance Organizations, or Preferred Provider Organization funded services.

L. **Availability of Funds.** Should Purchaser reimbursement from state, federal, or local sources not be obtained or continued at a level sufficient to allow for payment for the Covered Services, 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.

Reference Copy

SECTION TWELVE

Indemnity & Insurance

A. Provider 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 Provider, or its (their) agents which may arise out of or are connected with the activities covered by this Agreement.

B. Provider agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, malpractice, errors and omissions, statutes and benefits under Workers' Compensation laws and/or vicarious liability arising from employees, board members and volunteers. Such evidence shall include insurances covering Workers' Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner's Liability, Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

C. Automobile insurance that meets the Minimum Limits as described in this Agreement is required for all agency vehicles (owned, non-owned, and/or hired). In addition, if any Direct Service Provider of Provider uses a personal vehicle to transport Purchaser participants/service recipients, or for any other purpose related to the provision of Covered Services, the Direct Service Provider shall have Automobile Liability Insurance providing the same liability limits as required of the Provider through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while Direct Service Provider is acting as agent of employer, on the Direct Service Provider's vehicle in the same amount as required of the Provider.

D. Provider hereby certifies that Provider's Direct Service Providers who use personal vehicles for any purpose related to the provision of Covered Services have in effect insurance policies in companies licensed to do business in the State of Wisconsin providing protection against all liability, including public liability and property damage, arising out of the use of their automobiles during the course of their employment. Provider further certifies that said Direct Service Providers have a Driver's License valid in the state of Wisconsin.

E. If the services provided under the contract constitute professional services, Contractor shall maintain

Professional Liability coverage as listed below. Treatment providers (including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

F. It being further understood that failure to comply with insurance requirements may result in suspension:

TYPE OF COVERAGE	MINIMUM LIMITS
Wisconsin Workers' Compensation or Proof of all States Coverage	Statutory
Employer's Liability	$100,000/$500,000/$100,000
Commercial General and/or Business Owner's Liability	
Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal Contractual & Products/Completed Operations)	$1,000,000 - Per Occurrence $1,000,000 - General Aggregate
Automobile Liability	
Bodily Injury & Property Damage All Autos - Owned, Non-Owned and/or Hired	$1,000,000 Per Accident
Uninsured Motorists	Per Wisconsin Requirements
Professional Liability	
To include Certified/Licensed Mental Health and AODA Clinics and Providers	$1,000,000 Per Occurrence $3,000,000 Annual Aggregate
and Hospital, Licensed Physician or any other qualified healthcare provider under Sect 655 Wisconsin Patient Compensation Fund Statute	As required by State Statute
Any non-qualified Provider under Sec 655 Wisconsin Patient Compensation Fund Statute State of Wisconsin (indicate if Claims Made or Occurrence)	$1,000,000 Per Occurrence/Claim $3,000,000 Annual Aggregate
Other Licensed Professionals	$1,000,000 Per Occurrence $2,000,000 Annual aggregate or Statutory limits whichever is higher

Reference Copy

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well

G. Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation, or a non-renewal disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with "additional insured" endorsement are:

1. Transport companies insured through the State "Assigned Risk Business" (ARB).
2. Professional Liability where additional insured is not allowed.

H. Provider shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Department of Health and Human

Services named as the "Certificate Holder") shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Provider'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 109
Milwaukee, WI 53205

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

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

J. Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

K. All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Purchaser, if requested, to obtain approval of insurance requirements.

L. 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:

Milwaukee County Risk Manager
Milwaukee County Courthouse – Room 302
901 North Ninth Street
Milwaukee, WI 53233

SECTION THIRTEEN

Obligations of Purchaser

Purchaser agrees to provide the following to the Provider:

A. Participant/Service Recipient written referral information.

B. Information to Participants/Service Recipients and Providers related to the Complaint and Grievance process.

C. Notification of the number of pre-authorized service units per Purchaser Policy and Procedures.

D. Purchaser Policies and Procedures.

SECTION FOURTEEN

Purchaser Site and Service Documentation Review

A. Provider shall allow visual inspection of Provider's premises to Milwaukee County representatives and to representatives of any other local, state, or federal government unit. Site Review shall be permitted without formal notice at any time that care and Covered Services are being provided.

Reference Copy

B. Provider shall upon request, 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 Department of Audit, 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

C. It is agreed that Purchaser representatives, the Milwaukee County Department of Audit 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 Provider as may be requested to evaluate or confirm Provider's program objectives, client case files, costs, rates and charges for the care and service or as may be necessary to evaluate or confirm Provider's delivery of the care and service.

D. Such reviews may be conducted for a period of at least four (4) years following the latter of Agreement termination, or receipt of audit report, if required. Records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

Reference Copy

SECTION FIFTEEN

Billing

A. Provider shall submit billing to Purchaser in accordance with Purchaser Policies and Procedures.

For Children's Court Services Network:
By the 15th of the month following the month of the provision of service, Provider must submit completed and signed original billing vouchers indicating the number of units of authorized services provided to Participants during the previous month. Billing vouchers must be supported by documentation of services provided on monthly reports for each authorized service for each Participant. Monthly reports must be fully completed using forms and formats required by Children's Court Services Network and in accordance with all Policies and Procedures.

For SAIL:
By the 15th of the month following the month of the provision of service, Provider must submit completed and signed original billing vouchers indicating the number of units of authorized services provided to Participants during the previous month. Billing vouchers must be supported by documentation of services provided on monthly reports for each authorized service for each Participant. Monthly reports must be fully completed using forms and formats required by SAIL and in accordance with all Policies and Procedures.

For WIser Choice:
Provider should record and report detailed service information to WIser Choice at least once a week on Service Capture Worksheets provided weekly by WIser Choice. Providers may only provide and bill for those services that have prior authorization, and for services actually provided. Services provided without prior authorization will not be reimbursed by WIser Choice. Providers may not bill for services to a client prior to the service being provided or if the client does not show up for services (No Show). Provider is required to bill in accordance with the authorization and billing process as outlined in the SAIL Quality Assurance General Requirements in effect at the time of the provision of Covered Services.

For Disabilities Services Division:
Provider shall submit monthly invoices to Disabilities Services Division (DSD) by the 15th of the month following the month in which services are provided. The invoice must include the names of the clients served and the total number of units provided for each client during the billing period. Invoices must be prepared using forms and formats required by DSD and in accordance with all Policies and Procedures.

For Wraparound Milwaukee:

Beginning the 1st of each month following the month in which the service was provided, Provider may invoice Wraparound Milwaukee electronically using Synthesis, or in writing using the Wraparound Milwaukee Invoice Form or a HCFA 1500 or UB92 form. Invoices should contain the name of the Participant, the name of the Direct Service Provider, the name of the Service Recipient, a record of units of service provided by date, unit cost, and total cost per Participant.

B. Provider agrees to comply with all Purchaser Policies and Procedures related to Service Documentation of Covered Services provided as a condition of billing for said Covered Services, and shall provide with billings for Covered Services provided no later than sixty (60) days following the last day of the month in which the service was rendered.

C. 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 case records or other documentation in support of Covered Services billed.

D. Payment for all Covered Services, is based on the unit rate identified in Attachment A, and will be in effect for the Agreement period or until amended and approved by Purchaser as of the date identified in written notification to the Providers regardless of preauthorization for the Covered Services.

E. Purchaser reserves the right to withhold payment or modify Provider's invoice where Provider fails to deliver the Covered Services in accordance with the terms of this Agreement, or any other relevant Purchaser Policies and Procedures.

F. If a Participant has a health insurance policy that includes coverage for a service that is both reimbursable under said policy and that service is also covered under the Purchaser Program, Provider must bill the third-party insurance for Covered Services.

Reference Copy

SECTION SIXTEEN

Audit Requirements

Provider receiving a total amount in annual funding of $25,000 or more from the County through this and any other contract is required to obtain an annual independent audit.

AUDIT REQUIREMENTS:

A. Provider shall submit to County, on or before **June 30, 2010**or such later date that is mutually acceptable to Provider and County, **two (2) original copies** of an annual program audit, or a Provider agency-wide audit for Calendar Year 2009 if the total amount of annual funding provided by County through this and other contracts and agreements is $25,000 or more, unless waived by County. 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 Wisconsin Statutes, Section 46.036 (4)(c).

Providers reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Provider's fiscal year audit, meeting the audit requirements in Section Seventeen, part A 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 2009 through December 31, 2009, compiled by a CPA licensed to practice by the State of Wisconsin.

Non-profit Providers who received aggregate federal financial assistance of $500,000 or more, **either directly or indirectly**, shall submit to County, on or before **June 30, 2010** or such later date that is mutually acceptable to Provider and County, **two (2) original copies** of a certified audit report for Calendar Year 2009 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations* (on line at http://www.whitehouse.gov/omb/circulars) if the Provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit submitted by Provider shall also be

conducted in conformance with the following standards:

1. The Wisconsin Department of Health and Family Services *Provider Agency Audit Guide*, 1999 revision (on line at http://www.dhfs.state.wi.us/grants);

2. Standards applicable to financial audits contained in *Government Auditing Standards* (GAS) most recent revision published by the Comptroller General of the United States; and

3. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for waiver, and/or extension must be in writing and submitted before the original due date of the audit. Audit reports and requests for waiver and/or extension must be sent to the following address no later than five months after the end of the Provider's fiscal year, or such later date mutually agreed to by Provider and County:

Milwaukee County Department of Health and Human Services
Contract Administrator
1220 W. Vliet Street, Suite 109
Milwaukee, WI 53205

Reference Copy

CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

(1) **Financial Statements and Supplemental Schedules:**

(a) **Comparative Statements of Financial Position.** For Provider agency-wide audits only.

(b) **Statement of Activities.** For Provider agency-wide audits only.

(c) **Statement of Cash Flows.** For Provider agency-wide audits only.

(d) **Program Revenue and Expense Schedule** for each program identified as a Fee-for-Service Agreement with County, a single line item on Attachment I of the Purchase of Service Contract, or for each facility or rate-based service provided under a Community Based Residential Facility (CBRF) or Adult Family Home (AFH) Services Contract with the County. If more than one program or rate-based service is provided under this Agreement, Purchase of Service Contract with this or other divisions of County, Community Based Residential Facility (CBRF) or Adult Family Home (AFH) Services Contract, a separate Program Revenue and Expense Schedule must be prepared for each program, facility or rate-based service.

(e) **Schedule of Revenue and Expense by Funding Source** (Provider agency-wide) is required of all Providers. This schedule must follow the format and content of the sample schedule contained in Exhibit One (1). Do not combine multiple line items into a single line item or separate a single line item into multiple line items.

(f) **Reserve Supplemental Schedule** is required for all non-profit Providers that provide Participant Covered Services on the basis of a unit rate per unit of Participant service (units-times-price agreements). A separate schedule must be completed for each contract/facility, or for each rate-based program (service) within a facility. For agencies whose fiscal year is other than a calendar year, the period covered by the schedule must be the most recently completed calendar year for all DHHS-funded programs.

The schedule must identify revenue from each Purchaser separately, and include total units of service provided to all Purchasers for each contract/facility or rate-based service within a facility, and total units of service provided under the Contract with County, as well as the items required by the *Provider Agency Audit Guide* (Section 7.1.6), for the most recently completed calendar year. The schedule and allowable additions to reserves shall be by contract/facility or by program category.

(g) **Schedule of Profit for For-Profit Providers Which Provide Participant Care.** For-profit Providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract/facility, or for each rate-based program (service) within a facility. Wis. Stat. 46.036 (3) (c) indicates that contracts for proprietary agencies may include a percentage add-on for profit according to the rules promulgated by the Department of Health and Family Services. These requirements are in the *Allowable Cost Policy Manual* (Section III.16), which indicates that allowable profit is determined by applying a percentage equal to 7 1/2% of net allowable operating costs plus 15% applied to the net equity, the sum of which may not exceed 10% of net allowable operating costs.

(h) **Units of service provided under the Agreement**, if not disclosed on the face of the financial statements, are required for Providers that provide Participant Covered Services on the basis of a unit rate per unit of Participant service (units-times-price agreements). Provider's auditors shall review and report on the extent of support for the number of units for each type of service billed to Purchaser, and compare units billed to Provider's accounting/billing records that summarize units provided per Participant. Provider's auditors shall reconcile billing records to supporting underlying documents in Participant case files on a test basis, and report on any undocumented units billed to Purchaser that exceed the materiality threshold of the DHFS *Provider Agency Audit Guide*, 1999 revision. The disclosure must include total units of service provided to all Participants for each facility, or rate-based program within a facility; and total units of service provided under the Contract or Service Agreement with Purchaser for the most recently completed calendar year.

(i) **Notes to financial statements including disclosure of related-party transactions, if any**. Rental cost under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested with the Provider. Rental cost under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the Provider continued to own the property.

Provider's auditors must disclose the actual costs of ownership, <u>by property</u>, for the property(ies) in question, as well as the amount of such costs to be allocated to each DHHS program, the amount of rent originally charged, and the amount of such rent that is an unallowable cost.

(j) **Schedule of Federal and State Awards broken down by contract year.** The schedule shall identify <u>the contract number and the program name and number from Attachment A of the Agreement.</u> Each program or service under County contract must be reported as a separate line item by contract year.

(2) **Independent Auditors Reports and Comments:**

(a) "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire Provider agency.

<u>Or, for Program Audits</u>

"Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

(b) Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS), and the *Provider Agency Audit Guide*, 1999 revision.

<u>Or, for Program Audits</u>

"Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit."

(c) "Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133" (applicable only if the audit is also in accordance with OMB Circular A-133).

Reference Only

(d) Schedule of findings and questioned costs to include:

- Summary of auditor's results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report the auditor issued on Compliance for Major Federal Programs
- Findings related to the financial statements of the Provider or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
- Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in Section .510(a) of OMB Circular A-133, if applicable;
- Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;
- Other audit issues related to grants/contracts with funding agencies that require audits to be performed in accordance with the Provider Agency Audit Guide, 1999 revision;
- Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.

(e) A copy of the Management Letter or other document issued in conjunction with the audit shall be provided to County. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

(3) **Provider Prepared Schedules and Responses:**

(a) Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. The schedule shall include the items required by the *Provider Agency Audit Guide*, 1999 revision. If no prior year findings were reported, the schedule must state that no prior year findings were reported.

(b) Corrective action plan for all current-year audit findings related to County funded programs and/or financial statements of the Provider. The corrective action plan shall be prepared by Provider, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective action plan; the planned corrective action; and, the dates of implementation and anticipated completion.

(c) Management's responses to each audit comment and item identified in the auditor's Management Letter.

(4) **General:**

The following is a summary of the general laws, rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit,

(a) Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), June 2003 Revision.

(b) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, including revisions published in *Federal Register* 06/27/03.

(c) OMB Circular A-133, - Appendix B: 2000 Compliance Supplement.

(d) OMB Circular A-122, Cost Principles for Non-Profit Organizations.

(e) OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.

(f) OMB Circular A-21, Cost Principles for Educational Institutions.

(g) The allowability of costs incurred by commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR part 31 - Contract Cost Principles and Procedures.

(h) OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments.

(i) OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With

Reference Copy

Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

(j) Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.

(k) State of Wisconsin, Department of Administration Single Audit Guidelines - Current Revision.

(l) State of Wisconsin Department of Health and Family Services, Provider Agency Audit Guide - 1999 Revision.

(m) State of Wisconsin Department of Health and Family Services, Allowable Cost Policy Manual - Current Revision.

(n) AICPA Generally Accepted Auditing Standards.

B. Provider hereby authorizes and directs its Certified Public Accountant, if requested, to share all workpapers, reports, and other materials generated during the audit with Purchaser or Purchaser representative(s) including the County Department of Health and Human Services and the County Department of Audit as well as state and federal officials. Such direct access shall include the right to obtain copies of the workpapers and computer disks, or other electronic media, which document the audit work. Provider shall require its CPA to retain workpapers for a period of at least four (4) years following the latter of Contract termination, or receipt of audit report.

C. Provider and Purchaser mutually agree that Purchaser or Purchaser's representative(s), including the County Department of Health and Human Services and the County Department of Audit, as well as state and federal officials, reserve the right to review certified audit reports, supporting workpapers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.

Reference Copy

D. Providers reporting on a fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements upon submittal of the following unaudited schedules:

1. A schedule of revenue and allowable costs allocated by funding source, and by program, for each program or activity identified as a Fee-for-Service Agreement with Purchaser, referenced as a line item on the Attachment I of a Purchase of Service Contract and for each Community Based Residential Facility (CBRF). The schedule(s) shall be compiled by Provider's independent public accountant, with an accountant's compilation report, for the period from the close of Provider's fiscal year through the end of the calendar year, on or before June 30, 2010, or such later date that is mutually acceptable to Provider and County.

2. If Provider's fiscal year encompasses two contract years, Provider shall submit a "bridging schedule" prepared by a CPA accountant, which identifies program revenues and allowable costs for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.

E. Provider shall maintain records for audit purposes for a period of at least four (4) years following the latter of contract termination or receipt of audit report.

F. Provider who subcontracts (subrecipients) with other providers for the provision of care and Covered Services is required by federal and state regulations to monitor its subrecipients.

Provider shall have on file, and available for review by County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.

Subrecipient 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, or cost of services covered by the subcontract and shall allow authorized representatives of County, the Milwaukee County Department

of Audit and County's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the specifications of this Contract and the subcontract.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate state or federal agencies shall have the right of access to Service Documentation as may be requested to evaluate or confirm subrecipient's program objectives, Participant case files, costs, rates and charges for the care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least four (4) years following the latter of contract termination, or receipt of subrecipient's audit report, if required.

Subrecipient shall allow visual inspection of subrecipient's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time that care and Covered Services are being furnished.

G. Failure to Comply with Audit Requirements:

If Provider fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County within the specified timeframe, County may:

1. Conduct an audit or arrange for an independent audit of Provider and charge the cost of completing the audit to Provider;
2. Charge Provider for all loss of federal or state aid or for penalties assessed to County because Provider did not submit a complete audit report within the required time frame;
3. Disallow the cost of the audit that did not meet the applicable standards; and/or
4. Withhold payment, cancel the contract/Agreement, or take other actions deemed by Purchaser to be necessary to protect the Purchaser's interests.

Reference Copy

H. County Waiver of Audit Requirements under this Section:

If County has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Provider from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Provider to receive Purchaser funding under this Contract and other County Agreements at a level that would require an audit does not absolve Provider from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract.

SECTION SEVENTEEN

Conditional Status & Suspension

A. **Conditional Status:**

Monitoring of agencies on Conditional Status may include but is not limited to site visits and requests for documentation/records review and/or interviews of the Direct Service Provider, Participant or Service Recipient or their parent, guardian or caretaker.

For agencies on Conditional Status, the following conditions may apply solely or in combination:

1. Restriction in the number of new referrals the Provider may receive;
2. Restriction or reduction in the number of currently approved Covered Services the Provider is allowed to provide;
3. Suspension of currently approved Covered Services the Provider is providing;
4. Withholding payment to Provider for Covered Services pending receipt and satisfactory review of requested information and/or documentation.

B. **Provider subject to Conditional Status includes:**

1. New Providers

   New Providers will be subject to Conditional Status for one year from the effective date of the initial Fee-for-Service Agreement.

2. Current Providers (providers with Agreements in effect with Purchaser)

   Current Providers may be placed on Conditional Status when one of the following conditions occurs:

   a. Previous or current suspension, which may or may not include compliance with a corrective action plan.

   b. Critical incident/complaint, which may or may not include compliance with a corrective action plan.

   c. Addition of new service(s), for the newly added service(s) only.

Lack of compliance with a corrective action plan can lead to further sanctions as referenced in this Agreement or any further sanction as referenced in the Agreement elsewhere and/or "*The County Department of Health and Human Services Administrative Probation Policy for Non-Compliance with Contract and Fee-For-Service Requirements.*" (See http://www.county.milwaukee.gov/.)

C. **Suspension:**

Purchaser shall have the right to suspend the Provider for a period to be determined by Purchaser for any or all of the following reasons:

1. Failure to maintain in good standing required licenses, permits, certifications and/or insurance required by this Agreement.
2. Failure to comply/cooperate with a Purchaser Milwaukee County Quality Assurance Site Review or audit.
3. Entity has failed to correct findings or other conditions identified in a Milwaukee County quality assurance Site Review, audit or annual independent audit.
4. Entity is under investigation as a result of a critical incident/complaint.
5. Entity is under investigation for fraudulent business practices.
6. Entity has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
7. Findings resulting from a Site Review/audit by Purchaser representatives, the Milwaukee County Department of Audit and/or representatives of appropriate federal, state or local agencies that document quality concerns related to applicable Policies and Procedures.
8. Provider failure to respond to communication from Purchaser for a period of thirty (30) days or more.
9. Other breaches of this Agreement.

Providers that are suspended will be prohibited from receiving new referrals and/or may be prohibited from providing any and all Covered Services to existing Participants/families. Suspension may apply to a single service or to all Covered Services within a program or to all programs/services under a contractual relationship with Milwaukee County. Additionally, if the safety or well being of Participants/families is deemed by Purchaser to be at risk, Purchaser has the right to immediately remove existing Participants from said Provider without notice.

Purchaser reserves the right to determine the scope and duration of the suspension, as well as the process/methodology of any investigation resulting from the circumstances leading to the suspension.

Provider will be notified in writing in accordance with Section Twenty-Two (Notices) of this Agreement of the reason for the suspension and the decision regarding reinstatement or termination.

Reference Copy

D. **Payments to Providers Under Suspension:**
Suspended Providers may be paid for authorized and substantiated Covered Services provided to Participants/Service Recipients before or during a suspension. If the suspension is for a specific service or specific service within a specific program, the Provider may be paid for other approved Covered Services provided during the suspension period. However, Purchaser reserves the right to withhold payment for all authorized and billed Covered Services if the nature of the suspension is for undocumented or otherwise unsubstantiated care provided by the Provider to a Purchaser Participant/Service Recipient or other actions by Provider which have harmed or threaten to harm the welfare of Participants/Service Recipients. Withholding such payments will remain in effect until a Purchaser review of the suspension is completed and a determination for reinstatement or termination of the Provider is made.

SECTION EIGHTEEN

Certification Regarding Debarment

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

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

B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (B); and

D. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Reference Copy

Debarment by Milwaukee County

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

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

Any Provider that has had one or more agreements with the DHHS terminated for cause or default, or that has been debarred from contracting opportunities with the DHHS for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Covered Services under any

agreement with the DHHS for a minimum of two (2) years from commencement date of termination or debarment.

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

SECTION NINETEEN

Provider Complaints/Appeals/Grievances

The Provider may file a formal grievance or otherwise appeal decisions of Purchaser in accordance with Purchaser Policies and Procedures, Milwaukee County Ordinances. The complainant may choose to appeal to Purchaser and may use Purchaser's formal grievance process or may appeal directly to the Wisconsin Department of Health and Family Services (DHFS).

SECTION TWENTY

Revision & Termination of Agreement

Reference Copy

A. This Agreement may be terminated thirty (30) days following written notice by Purchaser or Provider for any reason, with or without cause, unless an earlier date is determined by Purchaser to be essential to the safety and well-being of the Participants/families covered by this Agreement with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 (Uniform Licensing) of the Wisconsin Statutes and Annotations. Termination shall not release the Provider of its obligation to complete treatment of Participants receiving treatment until transfer of the Participant/Service Recipient can be accomplished for which Purchaser shall pay for Covered Services as provided.

B. Failure to maintain in good standing required licenses, permits, certifications and/or insurance as required by this Agreement, may, at the option of Purchaser, result in immediate termination of this Agreement.

C. Failure on the part of Provider to comply with this Agreement may be cause for early termination of the Agreement without the right to cure the breach of Agreement.

D. In the event of termination, Purchaser will only be liable for reimbursement of Covered Services rendered through the date of termination.

E. This Agreement 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 Agreement. Revision of this Agreement must be agreed to by both parties by an addendum signed by their authorized representative, except as such revision relates to the addition or discontinuance of Covered Services or change in rates as provided in Section Eleven (Compensation), Paragraph L (Availability of Funds).

F. Provider shall notify Purchaser, in writing, whenever it is unable to provide the required quality, agreed upon Covered Service or Services or agreed upon volume of Covered Services. Upon such notification, Purchaser and Provider shall determine whether such inability to provide the required` quality or quantity of Covered Services will require a revision or early termination of this Agreement.

G. Purchaser reserves the right to withdraw any qualified Participant/Service Recipient from the program, service, institution or facility of the Provider at any time, when in the judgment of Purchaser, it is in the best interest of Purchaser or the qualified Service Recipient to do so and may also proceed to terminate the Agreement.

H. In the event of termination, the Provider will be notified in writing in accordance with Section Twenty-Two (Notices) of this Agreement.

I. Should Purchaser 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 Agreement, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state, federal or other sources shall be sufficient basis for Purchaser to reduce the amount of payment to Provider notwithstanding that Provider may have provided the services.

SECTION TWENTY-ONE

Notices

Notices to Purchaser provided for in this Agreement shall be sufficient if sent by United States mail, postage prepaid unless otherwise agreed to by both parties. Notices to Provider shall be sufficient if sent by United States mail, postage prepaid to the respective addresses stated in this Agreement or to such other respective addresses as the parties may designate to each other in writing unless otherwise agreed to by both parties. Any party changing its address shall notify the other party in writing within five (5) business days.

SECTION TWENTY-TWO

Agreement Content

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

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective proper officers:

Reference Copy

FOR PURCHASER

_____ _____

Bruce Kamradt, Director Date
Wraparound Milwaukee

_____ _____

Jeannine P. Maher Date
Provider Network Coordinator

FOR PROVIDER

_____ _____

Signature of Provider Date

_____

Provider Name and Title *(please print)*

_____

Agency Name (if applicable) *(please print)*

ATTACHMENT B

CERTIFICATION REGARDING FILE 99-233 REQUIRING BACKGROUND CHECKS FOR AGENCIES SERVING YOUTH

Applicant certifies that it will comply with the provisions of the Milwaukee County Resolution Requiring Background Checks, File No. 99-233. Agencies under contract shall conduct background checks at their own expense.

RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HEALTH AND HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO CHILDREN AND YOUTH

Provisions of the Resolution requiring criminal background checks for current or prospective employees of DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements providing **direct care and services to Milwaukee County children and youth** were initially passed by the County Board in September, 1999.

In May 2000, the County Board adopted a modification of the resolution that separates individuals who have committed crimes under the Uniform Controlled Substances Act under Chapter 961 Wisconsin Statutes from the felony crimes referenced in the original Resolution and those referenced under Chapter 948 of the Statutes.

The Resolution shall apply only to those employees who provide direct care and services to Milwaukee County children and youth in the ordinary course of their employment, and is not intended to apply to other agency employees such as clerical, maintenance or custodial staff whose duties do not include direct care and services to children and youth.

Reference Copy

1. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they have a written screening process in place to ensure background checks, extending at least three (3) years back, for criminal and gang activity, for current and prospective employees providing direct care and services to children and youth. The background checks shall be made prior to hiring a prospective employee on all candidates for employment regardless of the person's place of residence.

2. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall certify, by written statement to the DHHS, that they are in compliance with the provisions of the Resolution; that the statement shall be subject to random verification by the DHHS or its designee; and, that the DHHS or its designee shall be submitted, on request, at all reasonable times, copies of any or all background checks performed on its employees pursuant to this Resolution.

3. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which do not submit to the DHHS or its designee, copies of any or all background checks, on request, at all reasonable times, pursuant to this Resolution, shall be issued a letter of intent within 10 working days by the DHHS or its designee to file an official 30-day notice of termination of the contract, if appropriate action is not taken by the contract agency towards the production of said documents.

4. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall perform criminal background checks on current employees who provide direct care and services to children and youth by January 31, 2001 and, after 48 months of employment have elapsed, criminal background checks shall be performed every four (4) years within the year thereafter.

5. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements shall hire prospective employees after January 31, 2001 conditioned on the provisions stated above for criminal background checks and, after four (4) years within the year thereafter, and for new employees hired after January 31, 2001.

6. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of one or more of the following offenses shall notify the DHHS or its designee immediately. Offenses include: homicide (all degrees); felony murder; mayhem; aggravated and substantial battery; 1st and 2nd degree sexual assault; armed robbery; administering dangerous or stupefying drugs; and, all crimes against children as identified in Chapter 948 of Wisconsin Statutes.

7. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any other offense not listed in Number 6 shall notify the DHHS or its designee immediately. Offenses include but are not limited to: criminal gang member solicitations; simple possession; endangering public safety; robbery; theft; or, two (2) or more misdemeanors involving separate incidences within the last three (3) years.

8. DHHS contract agency employees and employees of agencies/organizations with which the DHHS has reimbursable agreements who provide direct care and services to children and youth, charged with any of the offenses referenced in Number 6 and Number 7, shall notify the DHHS or its designee within two (2) business days of the actual arrest.

9. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction as stated in Number 6, or a conviction that occurred less than three (3) years from the date of employment as stated in Number 7, the DHHS or its designee shall issue a letter of intent within 10 working days to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth.

10. The DHHS or its designee, upon receipt of notification of potentially disqualifying past criminal misconduct or pending criminal charges as stated in Number 6 and Number 7 of this Resolution, shall terminate the contract or other agreement if, after 10 days' notice to the contract agency, the DHHS or its designee has not received written assurance from the agency that the agency has taken appropriate action towards the convicted current or prospective employee consistent with the policy expressed in this Resolution.

11. DHHS contract agencies and agencies/organizations with which the DHHS has reimbursable agreements which determine that a current or prospective employee was convicted of any crime under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, and the conviction occurred within the last five (5) years from the date of employment or time of application, shall notify the DHHS or its designee immediately.

12. Upon notification from a contract agency or from agencies with other reimbursable agreements that their screening process has identified a current or prospective employee with a conviction under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, the DHHS or its designee shall issue a letter of intent, within 10 working days, to file an official 30-day notice of termination of the contract if appropriate action is not taken towards the exclusion of said individual from having any contact with children or youth in the direct provision of care and services to children and youth.
Current or prospective employees of DHHS contract agencies or other reimbursable agreements who have not had a conviction within the last five (5) years under the Uniform Controlled Substances Act under Chapter 961 of Wisconsin Statutes, excluding simple possession, shall not be subject to the provisions of this Resolution.

Reference Copy

MILWAUKEE COUNTY
DEPARTMENT OF HEALTH AND HUMAN SERVICES (DHHS)

Certification Statement – Resolution Regarding Background Checks on Employees of DHHS Contract Agencies and Agencies/Organizations having Reimbursable Agreements Providing Direct Services to Children and Youth

CERTIFICATION REGARDING FILE 99-233 REQUIRING BACKGROUND CHECKS FOR AGENCIES SERVING YOUTH

Reference Copy

This is to certify that _____
(Enter Name of Agency/Organization)

(1) has received and read the enclosed, "PROVISIONS OF RESOLUTION REQUIRING BACKGROUND CHECKS ON DEPARTMENT OF HUMAN SERVICES CONTRACT AGENCY EMPLOYEES PROVIDING DIRECT CARE AND SERVICES TO MILWAUKEE COUNTY CHILDREN AND YOUTH;"

(2) has a written screening process in place to ensure background checks on criminal and gang activity for current and prospective employees providing direct care and services to children and youth; and,

(3) is in compliance with the provisions of File No. 99-233, the Resolution requiring background checks.

_____ _____
Authorized Signature Date

_____
Authorized Party Name and Title *(please print)*

_____
Agency Name *(please print)*

RETURN SIGNED FORM WITH 2009 FEE-FOR-SERVICE AGREEMENT

CERTIFICATION STATEMENT

ATTACHMENT C

RESOLUTION REGARDING CAREGIVER AND CRIMINAL BACKGROUND CHECKS

(Applies to all agencies with employees who meet the definition of "caregiver", per definition below)

Contract agencies and agencies with which the DHHS has reimbursable agreements shall certify, by written statement, that they will comply with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and HFS 12 and HFS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program* (all are online at http://www.legis.state.wi.us/rsb/code.htm). **Agencies under contract shall conduct background checks at their own expense.**

DEFINITION: EMPLOYEES AS CAREGIVERS (Wisconsin Caregiver Program Manual, http://dhfs.wisconsin.gov/caregiver/pdffiles/Chap2-CaregiverBC.pdf)

A caregiver is a person who meets all of the following:
- is employed by or under contract with an entity;
- has regular, direct contact with the entity's clients or the personal property of the clients; and
- is under the entity's control.

This includes employees who provide direct care and may also include housekeeping, maintenance, dietary and administrative staff, if those persons are under the entity's control and have regular, direct contact with clients served by the entity.

Reference Copy

This is to certify that _____
(Enter Name of Agency/Organization)

is in compliance with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and HFS 12 and HFS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program*

_____ _____
Authorized Signature Date

_____
Authorized Party Name and Title *(please print)*

_____
Agency Name *(please print)*

EXHIBIT ONE

SCHEDULE OF REVENUES AND EXPENSES BY FUNDING SOURCE

NAME OF AGENCY
Schedule of Revenues and Expenses By Funding Source
For the Year Ended December 31, 2XXX

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

Reference Copy

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