

This contract is between BEHAVIORAL HEALTH SERVICES OF RACINE COUNTY whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and WHEATON FRANCISCAN HEALTHCARE-ALL SAINTS, whose principal business address is 1320 Wisconsin Avenue, Racine, Wisconsin 53403, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2016 through December 31, 2016.

The Provider employee responsible for day-to-day administration of this contract will be Kris Krueger, whose business address is 400 West River Woods Parkway, Milwaukee, Wisconsin 53212, telephone number (414)465-3106, e-mail address kris.krueger@wfhc.org. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

The Purchaser employee responsible for day-to-day administration of this contract will be Mary Perman, (262) 638-6650, e-mail mary.perman@goracine.org, whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

This contract becomes null and void if the time between the Purchaser's authorized signature and the Provider's authorized signature exceeds sixty days.

(signed) *[Signature]* CEO
PROVIDER'S AUTHORIZED REPRESENTATIVE
5/13/16
DATE

(signed) *[Signature]*
COUNTY EXECUTIVE JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE
6-6-16
DATE

(signed) *[Signature]*
COUNTY CLERK
6/6/16
DATE

(signed) _____
COUNTY BOARD CHAIRPERSON
DATE

(Two Purchasers' signatures required for fully executed agreement.)

CERTIFIED TO BE CORRECT AS TO FORM
By *[Signature]*
Racine County Corporation Counsel
6.2.16
Date

REVIEWED BY FINANCE DIRECTOR
[Signature]
Signature
5/31/16
Date

This agreement (including the Exhibits) and the Racine County Human Services *Contract Administration Manual* (revised August 2006), which is incorporated herein by references as if set forth in full, constitute the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein. This agreement may be amended in accordance with the Racine County *Contract Administration Manual*.

I. CERTIFICATION OF SERVICES

- A. Provider agrees to meet the program standards as expressed by State, Federal and County laws, rules, and regulations applicable to the services covered by this agreement.
- B. Provider agrees to notify Purchaser immediately whenever it is unable to comply with the applicable State, Federal and County laws, rules and regulations. Non-compliance will result in termination of Purchaser's obligation to purchase those services.
- C. Provider agrees to cooperate in site reviews and to take such action as prescribed by the Purchaser to correct any identified noncompliance with Federal, State and County laws, rules, and regulations.

II. RECORDS

- A. Provider shall maintain records as required by State and Federal laws, rules and regulations.
- B. All records of treatments provided by Provider to clients are property of the Provider, but are subject to disclosure to Purchaser, as allowed by State and Federal laws, rules and regulations on disclosure of patient treatment records. Provider will permit inspection and/or copying of patient and program records by representatives of the Purchaser and by representatives of the Department of Health and Family Services. Duly authorized representatives of Purchaser shall have the right to review records relating to clinical goals and to the client's treatment progress. The parties agree to comply with State and Federal laws, rules and regulations relating to confidentiality of records.
- C. In the event that the Provider meets the criteria of a qualified service organization as defined in 42 CFR § 2.11, the Provider acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records, it is fully bound by 42 CFR § 2 et. Seq. and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR § 2 et. Seq. However, the parties further agree that pursuant to 42 CFR § 2.12 (c) (4) that the restrictions on disclosure in 42 CFR § et. Seq. do not apply to communications between the Racine County Section 51.42 board and the Provider regarding information needed by the Provider to provide services to the Racine County 51.42 board.
- D. Provider shall assist the Purchaser in meeting any obligations under the Public Records Law.

III. REPORTING

- A. Provider shall submit all required Fiscal reports within the time frames identified in this contract (see Section IX). Failure to submit required reports according to identified time frames will result in Purchaser withholding pending payments until the reports are received by Purchaser. Provider may seek from the appropriate Purchaser representative an extension on the identified time frames if it is determined the delay is a result of circumstances beyond Provider's control.

IV. FISCAL RESPONSIBILITIES

Provider agrees that its charges under this agreement shall not exceed the usual and customary charges for comparable services as identified in Section VII.

V. INDEMNITY AND INSURANCE

- A. To the fullest extent permitted by law, the Provider agrees to indemnify and hold harmless the Purchaser, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the Provider or any subcontractor of the Provider, or any officer, employee or agent of the subcontractor of the Provider, or any other person for whom Provider is responsible. The Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the Purchaser. Provider shall immediately notify Purchaser of any injury or death of any person or property damage on Purchaser's premises or any legal action taken against Provider as a result of any said injury or damage.
- B. Provider shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by Purchaser. Upon the execution of this Contract and at any other time if requested by Purchaser, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to Wheaton Franciscan All Saints-St. Luke's, 1320 Wisconsin Avenue, Racine, WI 53403.

VI. COST OF SERVICES

Purchaser agrees to pay Provider for the actual units of services provided up to the authorized level of services as reflected on the Individual Authorization Form, Fiscal A-6. The maximum total payment to the Provider shall not exceed the contracted dollar amount specified in Section VII.

VII. SERVICES TO BE PROVIDED

Subject to the terms and conditions set forth in this Contract, Purchaser agrees to purchase for and the Provider agrees to provide to adult clients Mental Health Inpatient service days at a daily rate of \$705.00 as authorized. The above described rate does not include fees for physician services. Provider shall set fees for physician services which shall be \$148.00 for the initial visit and \$70.00 per day thereafter for services rendered. Physician services will be billed by individual physicians.

Outpatient Lab Services: Outpatient lab services will be billed at a flat fee of \$105.00 discounted 10% to \$94.50 (Account #5715500).

Counseling and Therapeutic Resources at a rate to not exceed \$176.00 per hour as authorized by Contract Exception (Account #5715500).

Strategic Prevention Prescriber Education:

Wheaton Franciscan Healthcare-All Saints will develop and deliver educational programs/materials that will provide clinicians with the education necessary to assist them in the appropriate prescribing of pain medications and other medications subject to non-medical use; the role of the provider in preventing prescription drug diversion, misuse, and addiction; and the role of the clinician in providing education to patients. These providers include physicians, nurse practitioners, physician assistants, veterinarians, and dentists.

VIII. AUTHORIZATION PROCESS

A. General

1. Provider and Purchaser understand and agree that the eligibility of individuals to receive authorization for services under this agreement are as follows:
2. It is the policy of the Purchaser that no care or service will be reimbursed unless authorized by the Purchaser, or the Purchaser's designee, prior to the psychiatrist's admitting a client to the psychiatric ward. Authorization will be based on need and on the client's ability to pay under HSS 1.02. Purchaser will not assume liability for individuals who have the ability to pay, who have exhausted private insurance, who have Title XIX or Medicare, who belong to a Health Maintenance Organization that does not cover services at Provider's facility or who by their own choice have refused private insurance through employer or other means. Purchaser will not assume financial liability if the decision to admit a client is made by the hospital without following the authorization process.
3. Initial authorization or extensions can be amended or rescinded if HSD determines that the client has insurance or that HSS 1.02 applies. Purchaser will not rescind an authorization for a patient who has retroactively been made eligible for Medicaid if Provider is prohibited by the rules of the Wisconsin Medical Assistance from collecting for that treatment, except that any Medicaid benefit that can be collected shall be collected and shall be reimbursed to Purchaser.
4. HSD will not assume liability for insurance co-payments, spend downs or other forms of joint payment.

B. Procedure for Psychiatric Inpatient Authorization

1. Initial Intake
 - a. The hospital staff or police shall contact Purchaser (HSD duty worker).
 - b. HSD duty worker shall go to the hospital within 45 minutes of the request. If the HSD duty worker is unable to respond within that time period, a verbal authorization can be given over the phone.
 - c. HSD duty worker staffs the case with appropriate parties. Based on the prospective patient's history, presenting symptomatology, ability to pay, insurance coverage, and availability of less restrictive treatment, the HSD duty worker shall make a decision to divert to the Crisis House or other appropriate treatment alternative or to authorize payment for hospitalization. If there is a disagreement concerning admission or authorization, either party can initiate a third party review.
 - d. The HSD duty worker shall completely fill out the HSD Diversion Review sheet (Exhibit A) and leave one copy with the hospital. Psychiatric admissions will initially be authorized for 24-72 hours. If a patient is admitted under 51.15, the psychiatrist shall discharge the patient if the grounds for detention no longer exist. Discharge is upon the advice of the treatment staff per 51.15(5).
 - e. The Diversion Review Form or Patient Admission Form generates the authorization form, Fiscal A-6, which is distributed to the case manager, St. Luke's Patient Accounts Department billing clerk.
2. Extensions for Inpatient

- a. HSD duty worker shall check with St. Luke's patient accounts to pick up extension request sheets (Patient Admission Form and completed financial information sheet showing name, date of birth, insurance, spouse, income and employer).
- b. The duty worker shall review the case in the chart and shall interview the patient and treatment staff. Based on this information, the HSD duty worker shall make the decision to extend or not to extend authorization for payment and shall inform the hospital case manager coordinator of that decision.
- c. If an extension is granted, a new authorization is completed and placed in the patient's chart.
- d. Refusals for extensions will be made after a face-to-face contact and an on-site review of the case.

3. Psychiatric Consultations

Psychiatric consultations performed on clients not admitted for psychiatric treatment may be authorized on a client specific basis by calling the supervisor of the Mental Health/Alcohol Case Manager Unit. All authorizations must be requested prior to the service being delivered. Psychiatric consultations are to be billed directly to the Human Services Department.

4. Other Treatment

Treatment of medical or physical problems or conditions not directly related to the patient's psychiatric problems are not covered services under this contract.

IX. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) by the 20th day following the close of the month. Purchaser shall reimburse Provider within 15 business days of receipt of billings. Billings not received by the 20th of the month following service will not require a 15 day turnaround time for payment. Provider agrees to net bill on forms submitted by Provider and approved by Purchaser.
- B. All 2016 Provider billings must be received by the Purchaser on or before January 20, 2017 or, in the case of termination of contract during the contract period, 20 days after effective date of termination.
- C. Provider agrees not to bill for any services provided to a client in instances where the Provider has verified that the individual has private insurance, Title XIX, or the ability to pay. Purchaser will not assume liability for co-payment, spend downs, or in cases where the individual has exhausted private insurance or belongs to a Health Maintenance Organization (HMO) where services at St. Luke's Hospital are not covered.
- D. Collections
 1. The Provider has the responsibility to verify other sources of revenue for all clients covered by this contract. If it is determined after verification that other revenue sources exist, Purchaser will not authorize. Provider is then responsible for arranging payment with other sources of revenue.
 2. If Purchaser authorizes and pays, and it is later determined that another source of revenue exists or the patient becomes a recipient of Title 19 or Badger Care, the authorization will be void; and payments made will be refundable to Purchaser or deducted from the current billing.

- 3. Provider and Purchaser agree to cooperate in pursuing alternative revenue sources, such as Title 19 and Badger Care. Purchaser will pursue the application process on potentially eligible clients; Provider will assist when asked by Purchaser to bill clients for services.
- E. Purchaser shall not be held financially liable for any payment for service received from Provider if the billing for such service is received 90 days or more from the date of the service provided to the respective client.

X. GENERAL CONDITIONS

- A. To the extent any of their provisions are clearly applicable, the policies and procedures adopted by Racine County Ordinance 87-87S and the Racine County Human Services Department Contract Administration Manual shall control the administration of this contract.
- B. Whenever under this agreement an amendment or cancellation is warranted, the Director of the Human Services Department or his designee are the persons authorized by Purchaser to amend or cancel this contract.
- C. In the event the Provider is unable to provide the required quality or quantity of services as called for by this agreement, Provider shall immediately notify Purchaser, in which event this agreement shall be subject to amendment or cancellation at Purchaser's option.
- D. This agreement, or any part thereof, may be amended or may be terminated at Purchaser's option in case of (1) changes required by Federal law or regulation or court action; or (2) a reduction in funds available to Racine County affecting the substance of this agreement.
- E. Any agreement to increase the dollar amounts of contracted services shall be in writing and signed by authorized representatives of both parties.
- F. Either party may terminate this agreement by giving written notice of intent to terminate at least thirty (30) days prior to the date of termination.
- G. Upon termination of this agreement for any reason, Purchaser shall pay Provider for each unit of service actually authorized and provided prior to termination at the rate and terms set forth in this agreement.
- H. Failure to comply with any part of this agreement shall be considered cause for revision or termination at Purchaser's option.

XI. DISCRIMINATION

- A. The Provider agrees to submit to the Purchaser a Civil Rights Compliance Letter of Assurance (CRC LOA) regardless of the number of employees and the amount of funding received. A current copy of the Subrecipient Civil Rights Compliance Action plan for Meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Omnibus Budget Reconciliation Act of 1981, the Americans with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act is also required if Provider employs more than 25 employees and receives more than \$25,000 in funding.. The Provider shall attach its CRC LOA and individual CRC Action Plan as part of this contract. Affirmative Action plans are required from vendors which receive \$50,000 or more in state money and have 50 or more employees as of the award date of the contract.
- B. In accordance with the terms of the contract, Provider agrees to comply with the Affirmative Action/Civil Rights Compliance incorporated in Section Three (III) of the Racine County Human Services Department *Contract Administration Manual*.

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

XII. MISCELLANEOUS PROVISIONS

- A. Provider shall maintain accreditation with the Joint Commission of Accreditation of Health Care Organizations and shall maintain its approval as a hospital under Wisconsin law. Provider will make available to Purchaser upon request proof of such certifications.
- B. Provider shall notify Purchaser in writing of any notice of violation, investigation conducted where the entity conducting the investigation provides a written determination of material non-compliance, or citation issued to Provider by a licensing, regulatory, or accreditation entity within five (5) business days of occurrence.
- C. Provider agrees to have in effect a conflict of interest policy in accord with Racine County Ordinance 84-179S. A breach of that policy by Provider shall constitute a breach of this contract
- D. This agreement (including the Exhibits) constitutes the entire agreement of the parties, and it supersedes any prior understandings. This agreement may be amended only by a written instrument signed by the parties.

XIII. HEALTH INSURANCE AND ACCOUNTABILITY ACT OF 1996 "HIPAA" APPLICABILITY

- A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.
- B. If during the contract term (Purchaser) determines that a business associate relationship exists between the parties as defined by HIPAA the (Purchaser) and (Provider) mutually agree to modify the Agreement to incorporate the terms of a Business Associate Agreement, as defined by HIPAA, to comply with the requirements HIPAA and of HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), dealing with the confidentiality of health or health-related information, and Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), dealing with the standards for the security of individual health information that is electronically maintained or transmitted, and Title 45, Part 162 of the Code of Federal Regulations ("Transaction Rule") dealing with standards for electronic transactions.

XII. COST AND SERVICES TO BE PROVIDED

- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this agreement will be determined by the Purchaser.
- B. Purchaser agrees to pay Provider for the actual services which are described in Exhibit A and which are rendered by Provider and authorized by Purchaser at the contracted amount.
- C. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section will not exceed the total contracted dollar amount.

Account #	Program	Total	Units	Unit Rate	Method of Payment
5715500	Mental Health Inpatient Services	As Authorized	As Authorized	\$705/day	Unit Rate
5715500	Physician Services initial visit	As Authorized	As Authorized	\$148	Unit Rate
5715500	Physician Services ongoing	As Authorized	As Authorized	\$70/day	Unit Rate
5715500	Outpatient Lab Services	As Authorized	As Authorized	\$94.50	Unit Rate
5715500	Counseling and Therapeutic Resources	As authorized by Contract Exception		\$176/hour	Unit Rate
5711408	Strategic Prevention Prescriber Education	\$ 7,000	N/A	N/A	Actual
	period 1/1/16-9/29/16				

Approved by HSD Fiscal Manager 

RACINE COUNTY HSD FUNDING ASSESSMENT

Name: _____ DOB _____ SSN# _____

Date of Admission: _____ Date of Discharge: _____ Date of HSD Funding Denial: _____

Patient Insured. Name of Insurance Carrier: _____

HSD Funding/Diversion. Contact not made prior to admission to St. Luke's Psychiatric Unit.

Non-Resident of Racine County. Resident of _____ County/State.
Address: _____

Disagree with Hospital Admission.

Assets. Explain _____

Other Reasons: _____

PENDING BENEFITS: HSD Funding approved pending client cooperation with benefit process.

Pending T-19

Pending Badger Care

Gave Application to Consumer on: _____
(Date)

Pending SSI Application

Comments: _____

Signature: _____ Date: _____
Mental Health Diversion Worker