



BROWN COUNTY COMMUNITY TREATMENT CENTER (CTC) AND SHELTER CARE SERVICE CONTRACT

I. Parties and Contract Period

This contract is between **Racine County Human Services Department** whose business address is **1717 Taylor Avenue, Racine, WI 53403** hereinafter referred to as "Purchaser" and **Brown County Human Services/Community Treatment Center** whose business address is **111 N. Jefferson Street, Green Bay, WI 54301**, 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 **Molly Hillmann, (920) 448-6237, hillmann_mm@co.brown.wi.us**. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

If you have questions regarding an admission to Nicolet Psychiatric Center or Bay Haven Crisis Stabilization CBRF, please call the RN Charge Admissions Nurse at (920)391-4790. If you have questions regarding an admission to Shelter Care please call (920)391-4625.

Purchaser's 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, WI 53403**. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

II. Services to be Provided

Subject to the terms and conditions set forth in the contract, the Purchaser agrees to purchase for and Provider agrees to provide to eligible client(s) inpatient services, community based residential services or shelter care services as described in detail in this contract.

The Provider shall make available to the Purchaser adult inpatient services at Nicolet Psychiatric Center, inclusive of placement of clients on Statements of Emergency Detention, Voluntary Placements, adult crisis services at Bay Haven CBRF and/or shelter care services at the Brown County Shelter Care facility.

Voluntary services to clients (inpatient services at Nicolet Psychiatric Center, adult crisis services at Bay Haven CBRF and/or shelter care services at Brown County Shelter Care Facility) must be authorized by the Purchaser. If Purchaser does not authorize voluntary services to a client, the Purchaser is not financially responsible for said services.

III. Payment for Services

Purchaser and Provider agree:

A. The total amount to be paid to Provider by Purchaser for services provided in accordance with this Contract shall not exceed the contracted dollar amount of **\$25,000**. The Provider agrees that the total cost for service provided and the rate (per hour, day, month, and year) and the number of clients served will be:

***Please see attachment A**

B. Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided. If the Provider fails to return funds paid in excess of the allowable cost of standard programs categories/clusters provided, Purchaser shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider. The allowable cost of standard programs shall be determined pursuant to the Department of Health Services' *Allowable Costs Policy Manual*.

C. The Purchaser agrees to reimburse the Provider an additional fee per shift (see Attachment A) for intensive care charge when treating physician orders 1:1 staffing for their client. The Provider agrees to notify the Purchaser within 24 hours, excluding weekends, of the intensive care order.

D. The Purchaser agrees to pay for additional days of care that are not medically necessary or are considered a "hold" waiting a court date or placement. These days of care, if not covered by Medicaid or insurance will be the responsibility of the Purchaser.

E. The co-payments, coinsurance and deductibles associated with Medicare Parts A and B will be paid by the Purchaser. Medicaid co-payments associated with professional services shall also be paid by the Purchaser.

F. Psychiatric fees, outside medical charges such as out of the facility laboratory exams, C.T. Scans, emergency room charges, etc., if ordered by a physician, will be billed to the Purchaser when third party insurers do not pay for the charges.

G. In the event that a voluntary patient requires involuntary detention through either a Statement of Emergency Detention by Law Enforcement ("EM-1") or a Statement of Emergency Detention by Clinical Director ("Director's Hold") establishing Brown County as the venue of conflict, the Purchaser shall be liable for all costs associated with such legal action.

IV. Billing and Collection Procedures

A. The Provider shall charge a uniform schedule of fees as defined in §46.03(18), Wis. Stats., unless the parties agree in writing to a change in the uniform schedule of fees, including where the uniform schedule of fees are waived by the Purchaser with written approval of the Department of Health Services.

B. Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

C. Provider shall bill the purchaser for services within twelve (12) months from date of service. Unless there are extenuating circumstances mutually agreed upon by Provider and Purchaser that prevent the Provider from billing within the twelve (12) month period, Purchaser will not be responsible for payment of services billed after that time.

D. The billing and collection effort of the Provider may be limited at the discretion of the Provider to the submission of not more than two statements to the client's responsible party or the processing of their third party payment claim forms. Although the Provider may, at its discretion, use more extensive billing and collection procedures, Provider shall not be obligated to institute suit to collect sums due, nor to undertake any other collection procedure with respect to third party payment sources for their client. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.

V. Eligibility Standards for Recipients of Services

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by Purchaser. An individual is entitled to the right of an administrative hearing concerning eligibility and the Provider shall inform individuals of this right.

VI. Indemnity and Insurance

A. Provider agrees that it will at all times during the existence of this Contract indemnify Purchaser against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser. Notwithstanding, the Purchaser does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the above paragraph, Provider will 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 the State of Wisconsin and licensed by the Wisconsin Insurance Department. Upon the execution of this Contract, Provider will furnish Purchaser with a certificate of insurance verifying the existence of such insurance. In the event of any action, suit, or proceedings against Provider upon any matter herein indemnified against, Provider shall, within five working days, cause notice in writing thereof to be given to Purchaser by certified mail, addressed to its address listed on page one of this document.

VII. Civil Rights Compliance

Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan as outlined at <https://www.dhs.wisconsin.gov/civil-rights/index.htm>.

VIII. Renegotiation

This contract or any part thereof must be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) monies available affecting the substance of this Agreement.

IX. Contract Revisions and/or Terminations

A. Failure to comply with any part of this contract may be considered cause for revision, suspension, or termination.

B. Revisions of this contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.

C. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this contract.

D. If Purchaser finds it necessary to terminate the contract prior to the contract expiration date for reasons other than non-performance by the Provider, actual costs incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.

E. This contract can be terminated by a thirty (30)-day written notice by either party for any reason.

F. If during the term of this agreement, the Brown County Board of Supervisors shall fail to appropriate sufficient funds or approve necessary revenue amounts to carry out Brown County's financial obligations under this agreement, this agreement shall be terminated as of the date existing funds have been exhausted and no funds are available and such termination under this non-funding provision becomes effective immediately and without further notice of any kind to the Purchaser. The provisions of this article of the agreement control over any other provisions or terms set forth in other articles of this agreement.

X. Resolution of Disputes

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats. Should such appeal be sought, Provider will submit in writing documentation stating the decision being disputed and a brief summary of why the decision is being disputed to the Program Director of the **Racine County Human Services Department, 1717 Taylor Avenue, Racine, WI 53403**. The Department will offer initial response to the appeal within 10 working days of the receipt of such documentation.

XI. Records

A. Provider shall maintain such records and financial statements as required by state and federal laws, rules and regulations.

B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the Purchaser, the Department of Health Services and its authorized agents, and Federal agencies, in order to confirm Provider's compliance with the

specifications of this contract.

C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.

XII. Reporting

Provider shall comply with the reporting requirements of Purchaser. Provider shall maintain documentation on client service relevant to the specific standards of their corporate and individual licensure. This may include progress notes/reports and staffing notes.

XIII. Provider Responsibilities

Provider agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contractual agreement. In addition, Provider shall:

A. Cooperate with the Purchaser in establishing costs for reimbursement purposes. [Refer to Number 1 in the commentary following this section.]

B. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See *DHSS Allowable Costs Policy Manual*.) [Refer to number 2 in the commentary following this section. Refer to section VI of instructions for exceptions on small residential providers.]

C. Transfer a client from one category of care or service to another only with the approval of the Purchaser. [Refer to number 3 in the commentary following this section.]

D. If the Provider obtains services for any part of this Agreement from another vendor, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Purchaser for approval.

Commentary:

1. *This is a requirement of §46.036(4)(b), Wis. Stats.*
2. *This is a requirement of §46.036(4)(a), Wis. Stats.*
3. *This is a requirement of §46.036(4)(d), Wis. Stats.*

E. At the time of discharge a client (adult or child/adolescent) will be supplied with three days of medication and a prescription to suffice until the scheduled outpatient psychiatric appointment.

F. The **Racine County Human Services Department** may request independent psychiatric evaluation of a patient. The **Racine County Human Services Department** will bear the cost of such an independent evaluation.

G. Requests for extra medical examinations (i.e. CT scans) must be approved in advance by the **Racine County Human Services Department**.

XIX. Conditions of the Parties Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health Services shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. The Purchaser shall insure that the Provider meets applicable state certification and licensure requirements.
- D. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- E. Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing with their understanding of the resolution of the complaint.
- F. Purchaser shall receive from the Provider a copy of the most recent licensing or certification report concerning the Provider.

XV. Access to Provider Records

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review compliance with contract requirements for the use of the funding.

XVI. Audit Requirements

1. The Provider shall submit an annual agency-wide audit to the Purchaser if the total amount of annual funding provided by the Purchaser through this and other contracts is \$25,000 or more. Costs of completing that audit are to be borne by the Provider and included as an allowable cost of operating their business.
2. The audit shall be in accordance with the requirements of OMB Circular A-133 if the provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit shall also be in accordance with:
 - The *State Single Audit Guidelines*, if the provider is a local government that meets the criteria of OMB Circular A-133 for needing an audit in accordance with that Circular or
 - The *Department of Health Services Audit Guide*, 1999 revision, for all other providers.
3. Source of funding: This contract may be funded by a variety of state, federal and local sources. In order to determine the mix of funds associated with payments by Purchaser, Provider should contact the **Racine County Human Services Department**, or can access this information from the State Department of Health Services listing of CARS (Community Aids Reporting System) and non-CARS program funding sources online at: <http://www.dhfs.state.wi.us/bfs/CARS/index.htm>.

4. Reporting Package: The Provider shall submit to the Purchaser a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); and (d) management responses/corrective action plan for each audit issue identified in the audit.

5. Submitting the Reporting Package: The Provider shall submit the required reporting package to the Purchaser within 180 days of the end of the Provider's fiscal year.

6. Access to auditor's work papers: When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Purchaser. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.

XVII. Health Insurance Portability 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. In addition, certain functions included in this agreement may be covered within HIPAA rules. As such, the Purchaser must comply with all provisions of the law and has determined that Provider is a "Business Associate" within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVIII. Miscellaneous

A. Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the Provider and Purchaser shall submit to the jurisdiction of the Circuit Court for such lawsuits. In all respects, this Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

B. One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

C. The provisions of this Contract are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the Contract shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the Contract.

- D. All parties have contributed to the drafting of this Contract. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this document or any of its terms or conditions, there shall be no inferences, presumption or conclusion drawn whatsoever against any party by virtue of that party having drafted the document or any portion thereof.
- E. The section titles inserted in this Contract are primarily for convenience, and do not define, limit or construe the contents of such paragraphs. If headings conflict with the text, the text shall control.

XIX. Signatures

A. This contract is agreed upon and approved by the authorized representatives of **Racine County** and Brown County Human Services/Community Treatment Center as indicated below.

B. This contract becomes null and void if the time between the Purchaser's authorized representative's signature and the Provider's authorized representative's signature on this contract exceeds sixty (60) days.

For Purchaser:

Printed Name Jonathan Delagrave
 Signature/Title see signature below ←
 Date _____

For Provider:

Printed Name Molly Hillmann
 Signature/Title Molly Hillmann 2/9/16
 Contract & Provider Relations Manager Date

REVIEWED BY FINANCE DIRECTOR

Alexandra Tillman 1/9/16
 Sign Date

[Handwritten signature of Jonathan Delagrave]

Date 1-29-16
 Certified to be correct as to form
 By [Signature]
 Racine County Corporation Counsel

Wendy M. Christensen
 Wendy M. Christensen
 Racine County Clerk 2/1/16

ATTACHMENT A
Effective January 1, 2016

Nicolet Psychiatric Center Rates for 2016

Adult Inpatient	\$1,020 per day
Professional Fees	\$190 per hour*
Intensive Supervision.....	\$280 per shift*
In/Out on same day	\$845 *

*Professional Fees and Intensive Supervision are in addition to the daily rate.

Bay Haven CBRF Rates for 2016

Crisis Rates

MD	\$334/hour
APNP	\$173/hour
MS.....	\$89/hour
PhD	\$161/hour
BA/BS/RN	\$71/hour
Other (Tech).....	\$61/hour

Non-Crisis Rate..... \$61/hour

Brown County Shelter Care Rates for 2016

Daily Rate\$210 per day

For Purchaser:

Printed Name Jonathan Delagrave
Signature/Title see signature below ←
Date

For Provider:

Printed Name Molly Hillmann
Signature/Title Molly Hillmann 2/9/16
Contract & Provider Relations Manager Date

REVIEWED BY FINANCE DIRECTOR

Alpanda Hillman 1/9/16
Sign Date

Date 1.29.16
Certified to be correct as to form
By [Signature]
Racine County Corporation Counsel

[Signature]
Wendy M. Christensen
Racine County Clerk 2/1/16