

CONTRACT #19-1

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 ASCENSION ALL SAINTS HOSPITAL, 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, 2019 through December 31, 2019.

The Provider employee responsible for day-to-day administration of this contract will be Jerod Satzer, whose business address is 1506 S Oneida St, 4S Room 419, Appleton, WI 54915, telephone number 920-628-9143, e-mail address [Jerod.Satzer@ascension.org](mailto:Jerod.Satzer@ascension.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 Bethany Tangerstrom, (262) 638-6671, e-mail [Bethany.Tangerstrom@RacineCounty.com](mailto:Bethany.Tangerstrom@RacineCounty.com), 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) _____ JON SOHN, CHIEF FINANCIAL OFFICER	9/23/2019 DATE
(signed) _____ COUNTY EXECUTIVE	10-4-19 DATE
(signed) _____ COUNTY CLERK	10/5/19 DATE
(signed) _____ COUNTY BOARD CHAIRPERSON	_____ DATE

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

CERTIFIED TO BE CORRECT AS TO FORM

REVIEWED BY FINANCE DIRECTOR

By \_\_\_\_\_  
Racine County Corporation Counsel  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Date

This agreement (including the Exhibits) constitutes the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein.

I. CERTIFICATION OF SERVICES

- A. Provider agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and Provider's response thereto, if any; and on the attached Exhibits, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of this Agreement or any of them, it is agreed that the terms of this Agreement, to the extent of any conflict, are controlling.
- B. 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. If the Provider obtains services for any part of this Agreement from another subcontractor, the Provider remains responsible for fulfillment of the terms and conditions of the contract. Provider shall give prior written notification of such subcontractor to the Purchaser for approval.
- C. Provider agrees to secure at Provider's own expense all personnel necessary to carry out Provider's obligations under this Agreement. Such personnel shall not be deemed to be employees of Purchaser. Provider shall ensure Provider's personnel are instructed that they will not have any direct contractual relationship with Purchaser. Purchaser shall not participate in or have any authority over any aspect of Provider's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- D. Provider shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. 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.
- E. Where required by law, Provider must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. Provider shall fully cooperate with licensing and certification authorities. Provider shall submit copies of the required licenses or certifications upon request by Purchaser.
- F. The authorized official signing for the Provider certifies to the best of his or her knowledge and belief that the Provider defined as the primary participant in accordance with 45 CFR Part 76, and its principles:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - 2. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - 4. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be included with the signed contract.

The Provider agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction." Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

- G. Provider agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law. Provider agrees to follow the requirements of Administrative Code DHS 12, and Wisconsin Statute 48.685 and 50.065 regarding Caregiver Background Checks. Provider agrees to cooperate with Purchaser to implement Caregiver Background Checks, if Provider is licensed by, or certified by Purchaser. If Provider is licensed by, or certified by, the State of Wisconsin, and is required by ss 48.685 and 50.685 to perform Caregiver Background Checks, Provider will maintain the appropriate records showing compliance with the law and the Administrative Code HFS 12.

II. RECORDS

- A. Provider shall maintain records as required by State and Federal laws, rules and regulations.
- B. Provider shall retain any record required to be kept on behalf of Purchaser for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. It is understood that in the event this Agreement terminates as the result of the expiration or termination of this Agreement, Provider discontinues services provided under this Agreement to any client who continues to require such service, Provider will provide Purchaser with records to assist in appropriate transfer of client including, but not limited to, all documents, electronic data, products and services prepared or produced by Provider under this Agreement.
- D. 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 and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian or except as otherwise permitted by law.
- E. 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.
- F. Provider agrees to assist Purchaser in promptly fulfilling any public records request, in the manner determined by Purchaser, of a record not protected by a law requiring confidentiality that Provider keeps or maintains on behalf of Purchaser.

III. REPORTING

- A. Provider shall submit all required evaluation reports within the time frames identified in this contract. Failure to submit required reports according to identified time frames will result in Purchaser withholding payments until the reports are received by Purchaser. Provider may seek an extension 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, regarding clients funded by the Purchaser.
- 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 its post office address.
- C. The Provider shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
  - 1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
  - 2. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate.
- D. Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to

this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.

- E. Provider is prohibited from waiving Purchaser's right to subrogation. When obtaining required insurance under this Agreement and otherwise, Provider agrees to preserve Purchaser's subrogation rights in all such matters that may arise that are covered by Provider's insurance.
- F. Purchaser, acting at its sole option, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Purchaser's risk manager taking into account the nature of the work and other factors relevant to Purchaser's exposure, if any, under this agreement."

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 \$778.00 as authorized. The above described rate does not include fees for physician services. Provider shall set fees for physician services which shall be \$164.00 for the initial visit and \$77.00 per day thereafter for services rendered. Physician services will be billed by individual physicians.

Outpatient lab services must be preapproved by Purchaser and billed at \$104.26 per unit as authorized by Contract Exception Only.

Counseling and Therapeutic Resources must be preapproved by Purchaser and billed at a rate to not exceed \$195 per hour as authorized by Contract Exception Only.

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 only pay for services that are authorized by Purchaser, if insurance coverage is later identified, Purchaser will not supplement insurance coverage. 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. A third party review may be initiated upon mutual agreement of both parties, such consent not to be reasonably withheld.
- 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 and Provider's Patient Accounts Department billing clerk.

2. Extensions for Inpatient

- a. HSD duty worker shall check with Provider 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 with Provider's staff 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 must submit monthly billings within 60 days of the close of the month. Purchaser shall reimburse Provider within 15 business days of receipt of billings. Billings not received by 60 days after the close of the month, 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 2019 Provider billings must be received by the Purchaser on or before February 28, 2020 or, in the case of termination of contract during the contract period, within 60 days of the termination date of contract.
- 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.
- 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. NON-DISCRIMINATION

- A. During the term of this agreement, Provider agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

- B. Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. Provider and all subcontractors agree not to discriminate on the basis of disability in accordance with the Americans With Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and the Racine County Ordinances. Provider agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting.
- E. Provider agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. Provider agrees to train staff in human relations techniques and sensitivity to persons with disabilities. The Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in Provider's programs and services.
- F. Provider agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. Provider agrees that it will employ staff with bilingual or special foreign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. Provider will provide, free of charge, all documents necessary to its clients' meaningful participation in Provider's programs and services in alternative languages appropriate to the needs of the client population. Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in Provider's programs and services.
- G. Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is available at <https://www.dhs.wisconsin.gov/civil-rights/index.htm>. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this Agreement. Provider agrees to develop and attach to this Agreement a Civil Rights Compliance Letter of Assurance regardless of the number of employees and the amount of funding received.
- H. Provider agrees to comply with the Purchaser's civil rights compliance policies and procedures.  
  
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. Provider agrees to furnish all information and reports required by the Purchaser as they relate to affirmative action and non-discrimination. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- I. Provider shall post the Equal Opportunity Policy; the name of the Provider's designated Equal



Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be consistent with Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Provider shall supply to the Purchaser's contract administrator upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

- J. In all solicitations for employment placed on Provider's behalf during the term of this Agreement, Provider shall include a statement to the effect that Provider is an "Equal Opportunity Employer."

XI. GENERAL CONDITIONS

- A. Provider shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of Purchaser, unless otherwise provided herein. Claims for money due to Provider from Purchaser under this Agreement may be assigned to a bank, trust company or other financial institution without County consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to Provider shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. Provider shall furnish Purchaser with notice of any assignment or transfer.

B. CONFIDENTIALITY.

- 1. Provider agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, the parties agree that:
  - a. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
  - b. Provider knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
  - c. Upon request from Purchaser, client specific information, including, but not limited to, treatment information, shall be exchanged between the parties consistent with applicable federal and state statutes, for the following purposes:
    - i. Research (names and specific identifying information not to be disclosed);
    - ii. Fiscal and clinical audits and evaluations;
    - iii. Coordination of treatment or services; and
    - iv. Determination of conformance with court-ordered service plans.
- 2. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.
  - a. The Provider agrees to comply with the federal regulations implementing the HIPAA and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Agreement.

- 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. If Purchaser has determined that Provider is a "Business Associate" within the context of the law, Provider will sign and return an approved Business Associate Agreement, which will be included and made part of this Agreement.
- C. Provider agrees to cooperate with departments, agencies, employees, and officers of Purchaser in providing the services described herein. Where Provider furnishes counseling, care, case management, service coordination or other client services and Purchaser requests Provider or any of Provider's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this agreement include Provider making itself or its employees available to provide such evidence requested by Purchaser as authorized by law.
- D. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this agreement. Any party changing its address shall notify the other party in writing within five (5) business days.
- E. In order for Provider and the people Provider serves to be prepared for an emergency such as tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, Provider shall develop a written plan that at a minimum addresses: (1) the steps Provider has taken or will be taking to prepare for an emergency; (2) which 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, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility; (5) evacuation routes, means of transportation and use of alternate care facilities and service providers (such as pharmacies) with which Provider has emergency care agreements in place; (6) how Provider will assist clients/consumers to individually prepare for an emergency; and (7) how essential care records will be protected, maintained and accessible during an emergency. A copy of the written plan should be kept at each of Provider's office(s). Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.
- F. During the term of this Agreement, Provider shall report to the Purchaser's contract administrator, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Provider has violated a statute or regulation regarding labor standards or relations. If an investigation by the Purchaser results in a final determination that the matter adversely affects Provider's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, Purchaser may take such action. Provider may appeal any adverse finding as set forth at Article XIII.
- G. This Contract is contingent upon authorization of Wisconsin and United States Law and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- H. Purchaser may investigate any complaint received concerning the operation and services purchased including review of clinical service records and administrative records subject to restrictions by law. This may include contacting clients both past and current as required.
- I. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

- J. Provider shall acknowledge Racine County as a funding source in all manner of communication including letterhead, brochures, pamphlets, and other forms of media exposure. Racine County may at its discretion identify the type of acknowledgment necessary for recognition.
- K. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by Purchaser of any breach of the covenants of this Agreement or a waiver of any default of Provider. The making of any such payment or acceptance of any such service or product by Purchaser while any such default or breach shall exist shall in no way impair or prejudice the right of Purchaser with respect to recovery of damages or other remedy as a result of such breach or default.
- L. Provider may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by the parties, the invention(s) shall be jointly owned.
- M. PENALTIES.
  - 1. Provider shall provide notice as soon as reasonably possible in the event it will be unable to meet any deadline, including deadlines for filing reports, set by Purchaser. Concurrent with notification, Provider shall submit either a request for an alternative deadline or other course of action or both. Purchaser may grant or deny the request. Purchaser has the prerogative to withhold payment to Provider upon denial of request or until any condition set by Purchaser is met. In the case of contracts that have been renewed or continued from a previous contractual period, Purchaser may withhold payment in the current period for failures that occurred in a previous period.
  - 2. If Purchaser is liable for damages sustained as a result of breach of this Agreement by Provider, Purchaser may withhold payments to Provider as set off against said damages.
  - 3. If, through any act of or failure of action by Provider, Purchaser is required to refund money to a funding source or granting agency, Provider shall pay to Purchaser within ten (10) working days, any such amount along with any interest and penalties.
- N. This Agreement or any part thereof, may be renegotiated at the option of Purchaser in the case of: (1) increased or decreased volume of services; (2) changes required by Federal or State law or regulations or court action; (3) cancellation, increase or decrease in funding; (4) changes in service needs identified by Purchaser; (5) Provider's failure to provide services purchased; or (6) upon any mutual agreement. Provider agrees to renegotiate in good faith if Purchaser exercises this option. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by both parties. If Provider refuses to renegotiate in good faith as required by this section, Purchaser may either terminate the Agreement or unilaterally adjust payments downward to reflect Purchaser's best estimate of the volume of services actually delivered by Provider under this Agreement.

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

XIII. RESOLUTION OF DISPUTES: The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of this Agreement and Chapter 68, Wis. Stats.

- A. **Good Faith Efforts.** In the event of a dispute between the parties involving the interpretation or application of the contents of this Agreement, the parties agree to make good faith efforts to resolve grievances informally.

- B. **Formal Procedure.** In the event informal resolution is not achieved, the parties shall follow the following procedure to resolve all disputes:

**Step 1:** Provider shall present a description of the dispute and Provider's position, in writing, to Purchaser's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting Provider's position. Failure to timely provide said document constitutes a waiver of Provider's right to dispute the item.

**Step 2:** Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

**Step 3:** If resolution is not reached in Step 2, Purchaser's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

**Step 4:** Provider's Chief Executive Officer or designee may request a review of the initial decision by mailing a written request to Purchaser's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

**Step 5:** Purchaser's Human Services Director shall respond to the request for review by mailing a final written decision to Provider within fifteen (15) working days of receipt of the request.

**Step 6:** Provider's Chief Executive Officer or designee may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

**Step 7:** The County Executive shall provide a final decision by mailing it to Provider within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

- C. **Client Grievance Procedure.**

1. Provider shall have a written client grievance procedure approved by Purchaser, posted in its service area, at all times during the term of this Agreement.
2. Where clients may be entitled to an administrative hearing concerning eligibility, Provider will cooperate with County in providing notice of said eligibility to clients.

XIV. TERMINATION, SUSPENSION AND/OR MODIFICATION

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon sixty (60) days written notice.
- B. Failure of Provider to fill any of its obligations under the Agreement in a timely manner or violation by Provider of any covenants or stipulations contained in this Agreement shall constitute grounds for Purchaser to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
  - 1. Violation by Provider of any state, federal or local law, or failure by Provider to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. Failure by Provider to carry applicable licenses or certifications as required by law.
  - 3. Failure of Provider to comply with reporting requirements contained herein.
  - 4. Inability of Provider to perform the work provided for herein.
  - 5. Exposure of a client to immediate danger when interacting with Provider.
- D. In the event of cancellation or reduction of state, federal or county funding upon which Purchaser relies to fulfill its obligations under this Agreement, Provider agrees and understands that Purchaser may take any of the following actions:
  - 1. Purchaser may terminate this Agreement, upon thirty (30) days written notice.
  - 2. Purchaser may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
  - 3. Purchaser may reduce funding to Provider upon thirty (30) days written notice. If Purchaser opts to reduce funding under this provision, Purchaser may, after consultation between Provider and Purchaser's contract manager or designee, specify the manner in which Provider accomplishes said reduction, including, but not limited to, directing Provider to reduce expenditures on designated goods, services and/or costs.
- E. Failure of Racine County or the State or Federal governments to appropriate sufficient funds to carry out Purchaser's obligations hereunder or failure of Provider to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by Purchaser under this Agreement are not subject to the review process set forth in Article XIII of this document.

XV. CONTRACT CONSTRUCTION AND LEGAL PROCESS

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.

- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to Provider for examination does not constitute an offer. Provider warrants that the persons executing this Agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where Provider intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, Provider shall first obtain the written permission of Purchaser; and further, Provider shall ensure that it requires of its subcontractor the same obligations incurred by Provider under this Agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Racine County Circuit Court.

**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
71740.002.900.404600	Mental Health Inpatient Services	As Authorized	As Authorized	\$778/day	Unit Rate
71740.002.900.404600	Physician Services Initial visit	As Authorized	As Authorized	\$184	Unit Rate
71740.002.900.404600	Physician Services ongoing	As Authorized	As Authorized	\$77/day	Unit Rate
71740.002.900.408000	Outpatient Lab Services	As authorized by Contract Exception	As Authorized	\$104.26/unit	Unit Rate
71740.002.900.408000	Counseling and Therapeutic Resources	As authorized by Contract Exception	As Authorized	\$198/hour	Unit Rate

Approved by HSD Fiscal Manager *[Signature]*

Approved by Contracted Agency *[Signature]*

**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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

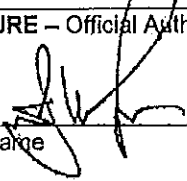
Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Mental Health Diversion Worker




CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by an Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: [www.sam.gov](http://www.sam.gov) and <https://acquisition.gov/far/index.html> (see section 52.209-6).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application 	Date Signed  9/23/2019
Printed Name  JON SOHN	Title  CHIEF FINANCIAL OFFICER
For (Name of Vendor)  Ascension All Saints	DUNS Number (Dun & Bradstreet, if applicable)  100037025

<b>INTERNAL USE ONLY</b>	
Contract # 19-1	
Contract Description:  Mental Health Services	
The Division of Racine County Human Services has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of 9/25/19 the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE – Contract Administrator  	Date Signed  9/25/19

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements


The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

  
\_\_\_\_\_  
Signature  
Agency Director's Name or Designee  
(If designee, attach Designee Authorization)

9/23/2019  
\_\_\_\_\_  
Date

JON SOHN, CHIEF FINANCIAL OFFICER  
Name printed

DISCLOSURE OF LOBBYING ACTIVITIES FORM  
(Required for a W-2 agency that has lobbying activities.)

Approved by OMB  
0348-0046

Reproduced by DWD/DWS/BDS

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<p><b>1. Type of Federal Action:</b></p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e.</p> <p><input type="checkbox"/> f. loan insurance</p>	<p><b>2. Status of Federal Action:</b></p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post award</p>	<p><b>3. Report Type:</b></p> <p><input type="checkbox"/> a.</p> <p><input type="checkbox"/> b.</p> <p><b>For Material Change Only:</b></p> <p>Year _____ quarter _____</p> <p>_____ Date of last report _____</p>
<p><b>4. Name and Address of Reporting Entity:</b></p> <p><input type="checkbox"/> Prime      <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p><b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b></p> <p>Congressional District, if known:</p>	
<p><b>6. Federal Department/Agency:</b></p>	<p><b>7. Federal Program Name/Description:</b></p> <p>CFDA Number, if applicable:</p>	
<p><b>8. Federal Action Number, if known:</b></p>	<p><b>9. Award Amount, if known:</b></p> <p>\$ _____</p>	
<p><b>10. a. Name and Address of Lobbying Entity</b> (If individual, last name, first name, MI):</p>	<p><b>10. b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):</p>	
<p><b>11. Amount of Payment (check all that apply):</b></p> <p>\$ _____      <input type="checkbox"/> actual    <input type="checkbox"/> planned</p>	<p><b>13. Type of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p><b>12. Form of Payment (check all that apply):</b></p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		

<b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</b>	
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____
	<b>Print</b> _____ <b>Name:</b> _____
	<b>Title:</b> _____
	<b>Tele. No.:</b> _____ <b>Date:</b> _____

DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET

0348-0046  
(cont.)

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks (Subawardee), then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.