

A G R E E M E N T

This contractual agreement is entered into for the period 7/1/2014 through 6/30/2015, by and between the State of Wisconsin represented by its Department of Health Services, on behalf of the Division of Long Term Care, whose principle business address is 1 West Wilson Street, PO Box 7851, Madison, WI 53707-7851, hereinafter referred to as PURCHASER, and Luxvida, LLC, whose principal business address is 2601 Highway MM, Oregon, WI 53575, hereinafter referred to as PROVIDER.

The Department of Health Services employee responsible for administration of this contract will be Camille Rodriguez, whose principle business address is 1 West Wilson Street, PO Box 7851, Madison, WI 53707-7851. In the event that the Contract Administrator is unable to administer this agreement, Purchaser will contact Provider and designate a new Contract Administrator.

WHEREAS, Purchaser wishes to purchase services from Provider as it is authorized to do so by Wisconsin law; and

WHEREAS, Provider is engaged in furnishing the desired services;

NOW, THEREFORE, in consideration of the mutual undertaking and agreements hereinafter set forth, Purchaser and Provider agree as follows:

I. SERVICES TO BE PROVIDED

- A. A detailed description of the services to be provided and Provider's means of delivering them is included in Exhibit 1 which is attached to and incorporated in this contract by reference.
- B. No services are to be provided until an official State of Wisconsin Purchase Order is issued by Purchaser to Provider.

II. COST OF SERVICES

- A. Payment for services provided in accordance with the terms and conditions of this contract shall not exceed \$944,936.
- B. A detailed budget breakdown and explanation is included in Exhibit 2 (1 page(s)) which is attached to and incorporated in this contract by reference.

III. PAYMENT FOR SERVICES

- A. Payment to Provider shall be initialized upon receipt of an invoice itemizing expenditures.
- B. Invoices shall be sent in triplicate to Purchaser's Contract Administrator, who will verify the appropriateness and necessity of the expenditures and forward to the proper office for payment.
- C. Provider shall return to Purchaser any funds paid to Provider in excess of the allowable costs of services provided under this agreement. If Provider fails to return funds paid by Purchaser in excess of the allowable cost of the services provided, Purchaser may recover from Provider any money paid in excess of the conditions of this agreement from subsequent payments made by Purchaser to Provider or may recover such funds by any legal means.

IV. REPORTING

- A. Provider shall comply with the reporting and auditing requirements of Purchaser. Any required reports shall be forwarded to Purchaser's Contract Administrator according to the schedule of Purchaser.

V. STATE AND FEDERAL RULES AND REGULATIONS

- A. The Provider agrees to meet state and federal laws, rules and regulations, and program policies applicable to this Agreement.
- B. Provider will be acting in its independent capacity and not as an employee of the Department. Provider shall not be deemed or construed to be an employee of the Department for any purpose whatsoever.
- C. The Provider agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994, which prohibits tobacco smoke in any portion of a facility owned or leased or contracted for by an entity which receives federal funds, either directly or through the State, for the purpose of providing services to children under the age of 18.

VI. AFFIRMATIVE ACTION PLAN/CIVIL RIGHTS COMPLIANCE

- A. An Affirmative Action Plan is required from a Provider who receive a contract from the Purchaser in the amount of \$25,000 or more and who has a work force of twenty-five (25) or more employees as of the award date, unless the Provider is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors Affirmative Action Requirements (DOA-3021P (R06/96) s. 16765, Wis. Stats.), page 2. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other Providers.
- B. "Affirmative Action Plan" is a written document that details an affirmative action program. Key parts of an affirmative action plan are: (1) a policy statement pledging nondiscrimination and affirmative action employment, (2) internal and external dissemination of the policy, (3) assignment of a key employee as the equal opportunity officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals must be directed to achieving a balance work force, specific and measurable, having an implementation target date between six months an two years, have a plan of action or description of procedures to implement the goals, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to measure progress regularly.
- C. In addition, for agreements of twenty-five thousand (\$25,000) or more, regardless of work force size, Provider shall conduct, keep on file, and update annually, a separate and additional accessibility self-evaluation of all programs and facilities, including employment practices for compliance with ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation Act of 1973 exists which meets the ADA requirements. Providers are to contact the Department of Affirmative Action/Civil Rights Compliance Office, Department of Health Services, 1 W. Wilson Street, Room 561, P.O. Box 7850, Madison, Wisconsin 53707-7850, for technical assistance on Equal Opportunity.
- D. Civil Rights Compliance
 - 1. For agreements for the provision of services to clients, the Purchaser must comply with Civil Rights requirements. Providers with an annual work force of less than twenty-five (25) employees, and Providers with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Plan, however, they must submit a Civil Rights Compliance Letter of Assurance. Providers with an

annual workforce of twenty-five employees or more and contract agreements of \$25,000 or more, Provider shall submit a written Civil Rights Compliance Plan which cover a three year period within fifteen (15) working days of the award date of the agreement or contract.

2. The Provider assures that it has submitted to the Purchaser's Affirmative Action /Civil Rights Compliance Office a current copy of its three-year 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 Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the American with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update must be submitted for this agreement period.
 - a) No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for and access to service delivery, and treatment in all programs and activities. All employees of the Provider are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.
 - b) No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or team of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 and the American with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, or military participation, unfair honesty testing and genetic testing, and use or non-use of lawful products outside of working hours. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
 - c) The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency 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 according to Purchaser's standards and post the compliant process notice translated into the major primary languages of the Limited English Proficient (LEP) participants in their service area. The notice will announce the availability of free oral interpretation of services if needed. The Provider shall not request interpretation services from family members, friends and minors.
 - d) The Provider agrees to comply with the Purchaser's guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan DWSD-14045 (R. 2006) or subsequent revisions.
 - e) Requirements herein stated apply to any subcontracts or grants. The Provider has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity, Limited English Proficiency and Civil Rights Compliance Plan DWSD-14045 (R. 2006), to ensure the compliance of its subcontractors.

However, where the Purchaser has a direct contract with another Provider's subcontractor, the Provider need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that subcontractor.

- f) The Purchaser will monitor the Civil Rights Compliance of the Provider. The Purchaser will conduct reviews to ensure that the Provider is ensuring compliance by its subcontractors or grantees according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health Services, Affirmative Action, Equal Opportunity and Limited English Proficiency, Civil Rights Compliance Plan DWSD- 14045 (R. 2006). The Provider agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by Provider, as well as interviews with staff, clients, and applicants for services, subcontractors, Providers, and referral agencies. The reviews will be conducted according to Department procedures. The Purchaser will also conduct reviews to address immediate concerns of complainants.
 - g) The Provider agrees to cooperate with the Purchaser in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
3. The Provider agrees that it will: (1) hire staff with non-English language skills, sign language skills and or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate accurately, and effectively with limited or non-English speaking or speech or hearing-impaired clients at no cost to the client; (2) provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the process of complaint or appeals; (3) train staff in human relations techniques, sensitivity to persons with disabilities and cultural sensitivity/cultural competency; (4) make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired; (5) post and/or make available informational material in languages and formats appropriate to the needs of the client population.

VI. SUBCONTRACTS

Provider may subcontract part of this agreement only with the prior written approval of Purchaser. Provider retains responsibility for fulfillment of all terms and conditions of this agreement when it enters into subcontractual agreements.

VII. GENERAL PROVISIONS

- A. Any moneys advanced to Provider by Purchaser for services provided under this Agreement shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.
- B. Provider shall conduct all procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value of the transactions, in a manner that provides maximum open and free competitions.
- C. The Provider will not engage the services of any person or persons now employed by the State of Wisconsin, including any department, commission or board thereof, to provide services relating to this agreement without the written consent of the employer of such person or persons and of the Purchaser.

- D. If a state public official (section 19.42, Stats.) or an organization in which a state public official holds at least a 10% interest is a party to this agreement, this agreement is voidable by the state unless appropriate disclosure is made to the State of Wisconsin Ethics Board, 44 E. Mifflin St., Ste 601, Madison, Wisconsin 53703, Telephone (608) 266-8123.
- E. Foreign corporations (corporations other than a Wisconsin corporation) which become a party to a contract must possess a certificate of authority from the Wisconsin Secretary of State and must have and continuously maintain a registered resident agent, and otherwise conform to all requirements of Chapter 180, Wisconsin Statutes, relating to foreign corporations.

VIII. ACCOUNTING REQUIREMENTS

For contracts of twenty-five thousand dollars (\$25,000) or more, Provider shall maintain a uniform double entry accounting system and a management information system compatible with standard cost accounting and control systems. (See DHS Accounting Principles and Allowable Cost Policies Manual, available upon request to Purchaser's Contract Administrator, or from the Office of Audit, Division of Enterprise Services, Department of Health Services, 1 W. Wilson Street, P.O. Box 7850, Madison, Wisconsin 53707-7850).

IX. PROPERTY MANAGEMENT REQUIREMENTS

- A. If this agreement results in a book or other material, Purchaser reserves a royalty-free, non-exclusive irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all material from the approved program.
- B. Any discovery or invention arising out of, or developed in the course of work aided by this agreement, shall be promptly and fully reported to the Purchaser.

X. AUDIT REQUIREMENTS

- A. Requirement to Have an Audit: Unless waived by the Purchaser, the Provider shall submit an annual audit to the Purchaser if the total amount of annual funding provided by the Purchaser (from any and all of its Divisions taken collectively) through this and other contracts is \$25,000 or more. In determining the amount of annual funding provided by the Purchaser, the Provider shall consider both: (a) funds provided through direct contracts with the Purchaser; and (b) funds from the Purchaser passed through another agency which has one or more contracts with the Provider.
- B. Audit requirements: The audit shall be performed in accordance with auditing standards generally accepted in the United States of America, s.46.036, Wis. Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the Provider is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of Provider and the nature and amount of financial assistance received from all sources, including the following state audit requirements:
 - The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having audits in accordance with OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations".
 - The *Provider Agency Audit Guide (PAAG)*, which are applicable to all other organizations.
- C. Reporting package: The Provider shall submit to the Purchaser a reporting package which includes the following:
 - 1. Financial statements and other audit schedules and reports required for the type of audit applicable to the Provider.

2. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
 3. Management responses/corrective action plan for each audit issue identified in the audit report and the Management Letter.
- D. Submitting the Reporting Package: The Provider shall submit the required reporting package to the Purchaser either: (1) within 9 months of the end of the Provider's fiscal year if the Provider is a local government; or (2) within 180 days of the end of the Provider's fiscal year for non-governmental Provider agencies. Two copies of the audit report must be sent to the Purchaser at the following address:
- Office of Audit
Division of Enterprise Services
Department of Health Services
P.O. Box 7850
Madison, WI 53707-7850
- E. Access to auditor's workpapers: 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 Department. Such access shall include the right to obtain copies of the workpapers and computer disks, or other electronic media, upon which records/working papers are stored.
- F. Access to Provider records: The Provider shall permit appropriate representatives of the Department and/or the Purchaser to have access to the Provider's records and financial statements as necessary to review Provider's compliance with the federal and state requirements for the use of the funding.
- G. Failure to comply with the requirements of this section: In the event that the Provider fails to have an appropriate audit performed or fails to provide a complete audit report to the Purchaser within the specified timeframes, in addition to applying one or more of the sanctions available in Section XVI of this contract, the Purchaser may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 2. Charge the Provider for all loss of Federal or State aid or for penalties assessed to the Purchaser because the Provider did not submit a complete audit report within the required time frame; and/or
 3. Disallow the cost of audits that do not meet these standards.
- H. Close-out Audits:
1. A purchase of services audit of an accounting period of less than twelve (12) months is required when a Purchase of Services Agreement is terminated for cause, when the Provider ceases operations or when the Provider changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out grant specific audit may be waived by the Purchaser upon written request from the Provider, except when the Grant Agreement is terminated for cause. The required close-out audit may not be waived when a Grant Agreement is terminated for cause.
 2. The Provider shall ensure that its auditor contacts the Purchaser prior to beginning the audit. The Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the

auditor. Payment of increased audit costs, as a result of the additional testing requested by the Purchaser, is the responsibility of the Provider.

3. The Purchaser may require a close-out audit that meets the audit requirements specified in XII, B above. In addition, the Purchaser may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
4. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

XI. RECORDS

- A. Provider shall maintain such records as required by State and Federal law.
- B. Provider will allow inspection of records and programs, insofar as is permitted by State and Federal law, by representatives of Purchaser and its authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- C. Provider agrees to retain and make available to Purchaser all program and fiscal records until the audit and subsequent audit resolution processes have been completed.
- D. The use or disclosure by any party of any information concerning eligible individuals 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 individual or the individual's legal guardian.

XII. CONTRACT REVISIONS AND/OR TERMINATION

- A. Failure to comply with any part of this agreement may be considered cause for revision, suspension or termination of this contract.
- B. This contract or any part thereof may be renegotiated in such circumstances as:
1) increased or decreased volume of services; 2) changes required by State or Federal law or regulations, or court action; or 3) monies available affecting the substance of this contract.
- C. Revision of this agreement may be made by mutual agreement. The revision will be effective only when the Purchaser and the Provider attach an addendum or amendment to this agreement which is signed by the authorized representatives of both parties, except in circumstances in which increased caseload or award amount, where such increase in funds is for the same purpose as originally agreed upon, the agreement may be amended by a unilateral amendment made by the Purchaser.
- D. This contractual agreement can be terminated by a 30-day written notice by either party.
- E. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, Purchaser shall determine whether such inability will require revision or cancellation of this agreement.
- F. If Purchaser finds it necessary to terminate this agreement prior to the stated expiration date for reason other than non-performance by Provider, actual costs incurred by Provider may be reimbursed for an amount determined by mutual agreement of both parties.

XIII. RESOLUTION OF DISPUTES

Provider may appeal decisions with Purchaser in accordance with Chapter 788, Wis. Stats.

XIV. INDEMNITY AND INSURANCE

- A. Provider agrees that it will at all times during the existence of this agreement indemnify Purchaser against any and all loss, damages, and costs of 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 Provider's acts or omissions while any eligible client is participating in or receiving the care and services to be furnished by Provider under this agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, or charges, costs, or expenses caused by Purchaser.
- B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity agreement provision set forth in above paragraph, Provider will at all times during the terms of this agreement 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. Within thirty (30) days of the execution of this agreement, 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, Provider shall within five (5) working days, cause notice in writing thereof to be given to Purchaser by certified mail, addressed to its post office address.

XV. ELIGIBILITY STANDARDS

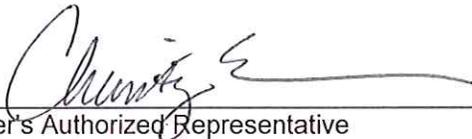
- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this agreement from Provider will be determined by Purchaser.
- B. Services to be delivered under this agreement by Provider to the eligible individuals must be authorized by Purchaser.
- C. Provider shall transfer an individual from one category of care or service to another only with Purchaser's prior written approval.
- D. Individuals are entitled to a fair hearing under Chapter 227, Wis. Stats., concerning eligibility for services. Provider shall inform each individual of this right. If an individual requests such a hearing, his/her benefits shall continue until a decision is rendered.

XVI. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. 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 Purchaser shall serve to revise or terminate this agreement, except as further agreed to by the parties hereto.
- B. Purchaser and Provider understand and agree that no clause, term or condition of this contract shall be construed to supersede the lawful powers or duties of either party.
- C. 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.

XVII. TIMELY CONTRACT SIGNING

This agreement becomes null and void if the time between the earlier dated signature and the later dated signature on this agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.



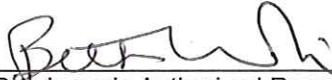
Provider's Authorized Representative
Name - Charity Eason
Title - President & Owner

8.12.14
Date



Purchaser's Contract Administrator
Name - Camille Rodriguez
Title - Contract Administrator

8/6/14
Date



Purchaser's Authorized Representative
Beth Wroblewski, Deputy Administrator
Division of Long Term Care
Department of Health Services

8/8/14
Date

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Statement of Work-Luxvida, LLC-RFP #S-0090 DLTC-14

The following table provides a description and general timeframe for deliverables associated with the project and project expenses. Following the table is a timeline for the first year of the project that provides anticipated products and services that go beyond the basic expectations of the contract detailed in the table below.

Activity Funded	Year 1	Year 2	Year 3	Year 4	Year 5
Director: Contracts, quality support, training, CLTS system planning-Madison	Provides all lead administrative activities associated with the project	Provides all lead administrative activities associated with the project	Provides all lead administrative activities associated with the project	Provides all lead administrative activities associated with the project	Provides all lead administrative activities associated with the project
Director Operational Expense: travel, insurance, office expense to support all activities of the director	Covers all operational supports for the director's function.	Covers all operational supports for the director's function.	Covers all operational supports for the director's function.	Covers all operational supports for the director's function.	Covers all operational supports for the director's function.
Professional Services -accounting, audit and legal	Provides accounting, audit and legal services for the prudent administration of the contract	Provides accounting, audit and legal services for the prudent administration of the contract	Provides accounting, audit and legal services for the prudent administration of the contract	Provides accounting, audit and legal services for the prudent administration of the contract	Provides accounting, audit and legal services for the prudent administration of the contract
Training-will provide quarterly training to 19 sub-contract and DHS staff annually	Covers four statewide trainings meetings annually and new consultant training	Covers four statewide trainings meetings annually and new consultant training	Covers four statewide trainings meetings annually and new consultant training	Covers four statewide trainings meetings annually and new consultant training	Covers four statewide trainings meetings annually and new consultant training
Contract and	Provides funding				

Activity Funded	Year 1	Year 2	Year 3	Year 4	Year 5
Consulting-Ensures services are delivered statewide to an estimated 2,000 to 2,500 children and their families annually.	for 7 sub-contractors for direct services and multiple contracts to ensure family centered services, including clinical consultation, translation and other family supports. Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors	for 7 sub-contractors for direct services and multiple contracts to ensure family centered services, including clinical consultation, translation and other family supports. Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors	for 7 sub-contractors for direct services and multiple contracts to ensure family centered services, including clinical consultation, translation and other family supports. Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors	for 7 sub-contractors for direct services and multiple contracts to ensure family centered services, including clinical consultation, translation and other family supports. Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors	for 7 sub-contractors for direct services and multiple contracts to ensure family centered services, including clinical consultation, translation and other family supports. Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors
Communications and Advertising-website, brochures, fact sheets, and other outreach material assuring families and referral organizations are aware of and knowledgeable about services provided under the project	Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors	Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors	Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors	Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors	Provides multiple resources for families wishing to access CLTS programs through CWT or KB consultant sub-contractors

Products and Services-Year 1 (Luxvida expects to continue to develop and implement annual plans for product and service delivery in each subsequent year of the project. These plans have been and will continue to be shared with the DHS contract administrator each year. What follows is a plan for deliverables in the *first year* that go *beyond* the basic expectations and requirements of on-going service delivery for the five year period that are outlined in the table above.):

1. Expand the service region of CompassWisconsin: Threshold-through a collaborative planning process with DHS and prospective counties, develop and implement an expansion of CompassWisconsin: Threshold (CWT).
 - a. Meet with targeted prospective counties to review CWT services, quality assurance targets and performance outcomes and address questions.
 - b. Obtain confirmation of county interest and develop implementation timeline and workplan.
 - c. Train consultant and affected DHS staff in CWT practices and system: classroom training and intake/home visit shadowing.
 - d. Revise all CWT publications and website to reflect expanded region and sub-contract staff and make other modifications in publications and website to reflect any program changes. Translate publications.
 - e. Provide CWT orientation to all affected county staff and referral organizations.
 - f. Implement outreach activities to referral organizations and families.
 - g. Launch expansion.
2. Develop, test and complete first two modules for Children's Long-Term Support (CLTS) training.
 - a. In collaboration with CLTS training workgroup, develop content and training format for first two modules for a web-based CLTS training for new CLTS staff.
 - b. Test content and format effectiveness with county and state staff.
 - c. Revise based on feedback.
 - d. Finalize content and provide to DHS technical staff for web-based formatting.
3. Review results of first year of CLTS-FS quality assurance initiative. Modify processes as needed. Share quality assurance model with CLTS statewide workgroup. Determine feasibility of sharing the model with other CLTS programs using the CLTS-FS.

Attachment A, Part 1 - Total Contracting Costs, Luxvida, LLC

A.1 - Contracting Costs:

Please identify the costs associated with the mandatory requirements and proposer solutions of this contract in a lump sum amount for each year of the contract term.

Mandatory Requirement or Proposer Solution	Number of Assigned Staff	Annual Projected Hours	Total				
			Year 1	Year 2	Year 3	Year 4	Year 5
Director-Total Salaries	1	2080	\$85,218.00	\$87,776.00	\$90,418.00	\$93,122.00	\$95,909.00
Fringe			\$26,418.00	\$27,211.00	\$28,030.00	\$28,866.00	\$29,732.00
Liability, Workers Compensation and UI			\$900.00	\$900.00	\$900.00	\$900.00	\$900.00
Professional Costs: Accounting, Audit and Legal			\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
Total Supplies and Operating			\$3,700.00	\$3,700.00	\$3,700.00	\$3,900.00	\$3,900.00
Training Expenses			\$5,000.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00
Travel			\$3,800.00	\$3,800.00	\$3,800.00	\$5,000.00	\$5,000.00
Contract and Consulting Costs			\$803,400.00	\$827,502.00	\$852,327.00	\$877,897.00	\$904,294.00
Advertising and Communications			\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Total Direct			0	0	0	0	0
Indirect			\$844,938	\$972,389	\$1,000,675	\$1,031,185	\$1,061,175
Total Costs			0	0	0	0	0
Start-Up Costs							
Total Contracting Costs for Each Year			\$944,938	\$972,389	\$1,000,675	\$1,031,185	\$1,061,175

Please describe your assumptions for the total number of staff requested for each requirement or solution and for the total contracting cost.

Director: Salary for a full-time administrative lead and director of the project for the five year period.
 Fringe: Fringe at 31% covers director's health insurance, retirement, FICA and Medicare.
 Liability, Workers Compensation and UI: Covers cost of liability insurance and workers compensation and UI.
 Professional Costs: Accounting, Audit and Legal: Covers cost of accounting services, annual audit and legal consultation for sub-contract review.
 Total Supplies and Operating: Covers cost for office supplies, telephone, and internet.
 Training Expenses: Covers the cost of hosting and providing quarterly meetings each year, new consultant training and proposed CLTS training.
 Travel: All travel costs for weekly and monthly meetings, contract monitoring visits and regional meetings.
 Contracting and Consulting Costs: Covers costs for 7 sub-contractors providing direct services to families, professional services including clinical advisor and administrative supports, CWT expansion, and family supports.
 Advertising and Communication: Covers the cost of producing all publications for CWT brochures, fact sheets, website development and hosting and other outreach activities.
 None requested
 Indirect: None requested
 Start Up: None requested

Contract Name: Katie Beckett Special Medicaid Eligibility Verification Function and Children's

Contract Number: S-0090 DLTC-14

BUSINESS ASSOCIATE AGREEMENT Commercial Version

This Business Associate Agreement is incorporated into the Underlying Contract known as **Katie Beckett Program Special Medicaid Eligibility and Compass Wisconsin: Threshold Application Intake Services** and is made between the Wisconsin Department of Health Services, **Division of Long Term Care** ("Covered Entity") and the **Luxvida, LLC** ("Business Associate"), collectively the "Parties."

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to:

Fulfill administrative staff and day-to-day management of the Katie Beckett Program Special Medicaid Eligibility, Children's Long-Term Support (CLTS) Waiver, and Family Support Program consolidated intake functions, including addressing policy and programmatic needs of subcontracted consultants and staff, addressing urgent issues related to client and programmatic needs, obtaining program data, including confidential client records on the Katie Beckett Program and CLTS databases, for children's longterm support unified point of intake.

The Covered Entity and Business Associate agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security and the transmission of individually identifiable health information created, used or maintained by the Business Associate during the performance of the Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information and Use.

Specific definitions:

- a. Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [Insert Name of Business Associate].
- b. Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103 and in reference to the party in this agreement shall mean the Wisconsin Department of Health Services.
- c. HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall not use or disclose any PHI except as permitted or required by the Contract or this Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose PHI for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.
- b. Business Associate shall not request, use or disclose more than the minimum amount of PHI necessary to accomplish the purpose of the use or disclosure.

- c. Business associate shall inform the Covered Entity if it or its subcontractors will perform any work outside United States America that involves access to, or the disclosure of PHI.

3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

- a. Business Associate shall use appropriate safeguards, including complying with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement.
- b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

4. REPORTING OF A VIOLATION TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410 and any security incident.

- a. **Discovery of a Violation.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax within the next business day following the discovery of any violation,
- (i) The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate, or, by exercising reasonable diligence would have been known to the Business Associate.
 - (ii) Notification shall be provided to one of the contact persons as listed in section d.
 - (iii) Notification shall occur within the first business day that follows discovery of the Violation.
- b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI including complying with a reasonable Corrective Action Plan.
- c. **Investigation of Breach.** The Business Associate shall immediately investigate the Violation and report in writing within one week, to a contact listed in section 5d with the following information:
- (i) Each Individual who's PHI has been or is reasonably to have been accessed, acquired, or disclosed during the Incident,
 - (ii) A description of the types of PHI that were involved in the Violation (such as full name, social security number, date of birth home address, account number and etc.).
 - (iii) A description of unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - (iv) A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - (v) A description of probable causes of the improper use or disclosure,
 - (vi) A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses and to protect against further Violations,
 - (vii) The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence, and
 - (viii) A corrective action plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.
- d. **Covered Entity Contact Information.** To direct communications to above referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

Covered Entity Program Manager: Camille Rodriguez 1 W. Wilson St, Room 416, Madison, WI 53707 608-266-9366	DHS Privacy Officer c/o Office of Legal Counsel Department of Health Services 1 W. Wilson St. Madison, WI 53707 608-266-5484	DHS Security Officer Department of Health Services 1 W. Wilson St. Madison, WI 53707 608-261-8310
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5. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE BUSINESS ASSOCIATE

In accordance with 45 CFR 164.502(e)(1) and 164.308(b) , if applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

6. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS

If the Business Associate conducts any Standard Transaction for, or on behalf, of a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s);
- d. Changes the meaning or intent of the Standard's Implementations Specification(s).

7. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any PHI held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet requirements under the Privacy Rule.

8. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to amend or correct PHI held by the Business Associate which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

9. DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE

The Business Associate agrees to document and make available to the Covered Entity or (at the direction of the Covered Entity) to an Individual such disclosures of PHI to respond to a proper request by the Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.

10. INTERNAL PRACTICES

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Covered Entity, or to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the Covered Entity or the HHS Secretary or designee, for purposes of determining compliance with the requirements of HIPAA.

11. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
 - (i) Exercise any of its rights to reports, access and inspection under this Agreement;
 - (ii) Require the Business Associate within a 30 day period to cure the breach or end the violation;
 - (iii) Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

- (iv) Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either (ii) or (iii), the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

12. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity or, if return is not feasible, destroy all PHI and any compilation of PHI in any media or form. The Business Associate agrees to ensure that this provision also applies to PHI of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of PHI in any media is included in and covered by this provision, as well as all original or copies of PHI provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than **thirty (30)** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all PHI has been completed.
- b. If the Business Associate destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include:
 - (i) For paper, film, or other hard copy media: shredded or destroyed in order that PHI cannot be read or reconstructed; and
 - (ii) For electronic media: cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST).

Redaction is specifically excluded as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.

- c. If the Business Associate believes that the return or destruction of PHI is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate and Covered Entity agree that return or destruction of PHI is not feasible, the Business Associate shall extend the protections of this Agreement to PHI and prohibit further uses or disclosures of the PHI of the Covered Entity without the express written authorization of the Covered Entity. Subsequent use or disclosure of any PHI subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

13. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that PHI from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of PHI.

14. MISCELLANEOUS PROVISIONS

- a. Indemnification for Breach. Business Associate shall to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under HIPAA Rules.
- b. Automatic Amendment. This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- c. Interpretation of Terms or Conditions of Agreement. Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- d. Survival. All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COVERED ENTITY

BUSINESS ASSOCIATE

Name: Camille Rodriguez
Title: DIRECTOR, BUREAU OF LONG TERM SUPPORT
Date: 8/6/14

Name: [Signature]
Title: President and owner
Date: 8-12-14