

State Copy: \_\_\_\_\_  
Agency Copy: \_\_\_\_\_  
Purchase Order #: \_\_\_\_\_  
CFDA#: \_\_\_\_\_

## **AGREEMENT**

This contractual agreement is entered into for the period July 1, 2013 through June 30, 2014 by and between the State of Wisconsin represented by its Department of Health Services, on behalf of the Division of Mental Health and Substance Abuse Services, whose principle business address is 1 West Wilson Street, P. O. Box 7851, Madison, Wisconsin 53707-7851, hereinafter referred to as PURCHASER, and Lutheran Social Services-Northern Region, whose principal business address is 647 W Virginia St, Suite 200, Milwaukee WI 53204 hereinafter referred to as PROVIDER.

The Department of Health Services employee responsible for administration of this contract will be Jennifer Fahey, whose principle business address is 1 West Wilson Street, P. O. Box 7851, Madison, Wisconsin 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 attachment 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 Agreement shall not exceed \$748,992 based on an average daily population of 58.
- B. A detailed budget breakdown and explanation is included in Exhibit 2 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 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 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 AND CIVIL RIGHTS COMPLIANCE**

- A. Affirmative Action Plan
  - 1. As required by Wisconsin's Grant Compliance Law (s. 16.765, Wis. Stat.), every Provider contacting with the Purchaser must agree to equal employment and affirmative action policies and practices in its employment programs. The Provider must submit an Affirmative Action Plan to the Purchaser in accordance with the Wisconsin Office of Grant Compliance instructions posted on the following website:  
<http://vendornet.state.wi.us/vendornet/Grant/contcom.asp>.
  - 2. An Affirmative Action Plan is required from a Provider who receives a state Agreement over \$50,000 AND who has a workforce of fifty (50) or more employees as of the award date, unless the Provider is exempt by established criteria. The plan is due to the Provider within fifteen (15) working days of the award date of the Provider's Agreement. The plan must have been prepared or revised not more than one year prior to the award date of the Agreement. Universities, other states, and local governments, except those of the State of Wisconsin who receive state or federal Grants over \$50,000, must submit Affirmative Action Plans in the same manner as other Providers.
  - 3. The Provider must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan in accordance to the Wisconsin Office of Grant Compliance within fifteen (15) working days to:

Department of Health Services  
Bureau of Strategic Sourcing  
Affirmative Action Plan Coordinator  
1 West Wilson Street, Room 665  
P.O. Box 7850

B. Civil Rights Compliance (CRC)

1. In agreements for the provision of services to clients, the Provider must comply with all Federal Civil Rights laws applicable to service delivery requirements. All Providers must submit a CRC Plan within fifteen (15) working days of the award date of the agreement or contract in accordance with the procedures outline on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.
2. The Provider agrees that it will comply with all Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Sections 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, the Wisconsin Fair Employment Act and applicable amendments and other Federal Civil Rights laws listed in the CRC Plan. If Purchaser received a Civil Rights Letter of Assurance during the previous year that covers the applicable compliance period, the Provider need not submit a new Letter of Assurance. The Provider will further insure that:
  - a. No otherwise qualified person will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin disability (USDA-FNS program funding protects political belief or political affiliation when Food Stamp Act funding is received). 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, arrest record, color, conviction record, disability or association with a person with a disability, honesty testing, genetic testing, marital status, military service membership, national origin or ancestry, political beliefs, pregnancy or childbirth, race, religion, sex, sexual orientation, and use or non-use of lawful products outside of working hours. Unless otherwise exempted under Executive Order 11246, as amended, and Section 503 of the Rehabilitation of 1973, or if the Provider is considered to be a Federal Contractor, the Provider assures that it will comply with these requirements. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
  - c. The Provider shall post its Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator when the Provider is engaged in the provision of service delivery. The discrimination complaint process must be posted in conspicuous places available to applicants and recipients of services. The complaint process will be according to Purchaser's standards. The compliant process notice shall be translated into the major primary languages of the limited English Proficient (LEP) participants in the service area when the Provider is engaged in providing services. The notice will announce the

availability of free oral interpretation for services if needed. The Provider shall not request interpretation services from family members, friends and minors. However, the participant may request a family member or friend to serve as interpreter. Under no circumstance will a minor be allowed to serve as interpreter.

- d. The Provider agrees to comply with the Purchaser's guidelines for ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs, Services and Activities issued by the State of Wisconsin, Department of Health Services, Department of Children and Families and Department of Workforce Development; which can be found on the following website: <http://dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.
  - e. The Purchaser will monitor the CRC of the Provider. The Purchaser may 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 Health Services, Department of Children and families and Department of Workforce Development most recent CRC Plan requirements. The Provider agrees to comply with Civil Rights monitoring reviews, including allowing the examination of records and relevant files maintained by Provider, as well as interviews with staff, clients, and applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to Department procedures. The Purchaser will also conduct reviews to address immediate concerns of complainants.
  - f. Where the Purchaser has a direct contract with another Provider's subcontractor, the Provider need not monitor the Subcontractor's or Sub-grantee's compliance with the requirements of the CRC Plan.
  - 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:
- a. 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;
  - b. provide reasonable accommodations and/or language assistance to the clients during the application process, in the receipt of services, and in the process of complaint or appeals;
  - c. train staff in human relations techniques, sensitivity to persons with disabilities and cultural sensitivity / cultural competency;
  - d. make programs and facilities accessible, as appropriate, e.g., outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, Braille, large print or taped information for the visually or cognitively impaired;
  - e. post and / or make available vital informational material in languages and formats appropriate to the needs of the client population.

## **VII. 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.

## **VIII. 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 (s.19.42, Wis. Stats.), a member of a state public official's immediate family or any organization in which a state public official or a member of the official's immediate family owns or controls a ten (10) percent interest is a party to this Agreement; and, if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate disclosure is made according to s.19.45 (6), Wis. Stats., before signing the Agreement. Disclosure must be made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave. 3<sup>rd</sup> floor, Madison, Wisconsin 53703 (telephone 608/266-8005).
- 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.

## **IX. ACCOUNTING REQUIREMENTS**

- A. The Provider's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports (required by the Contactor as defined in Section IV), and support expenditure reports submitted to the Purchaser.
- B. The Provider shall reconcile costs reported to the Purchaser for reimbursement or as match to expenses recorded in the Provider's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Provider agrees that reconciliation will be completed at least quarterly, will be documented, and supplied to the Purchaser upon request. The Provider shall retain the reconciliation documentation in accordance with the records retention requirement.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual.

**X. CHANGES IN ACCOUNTING PERIOD**

- A. The Provider shall notify the Purchaser of any change in its accounting period and provide proof of Internal Revenue Service approval for the change.
- B. Proof of Internal Revenue Service approval shall be considered verification that the Provider has a substantial business reason for changing its accounting period
- C. A change in accounting period shall not relieve the Provider of reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

**XI. PROPERTY MANAGEMENT REQUIREMENTS**

- A. Property insurance coverage will be provided by the Provider for fire and extended coverage of any equipment funded under this Agreement which the Purchaser retains ownership of, and which is in the care, custody and control of the Provider.
- B. The Purchaser shall have all ownership rights in any hardware funded under this Agreement or supplied by the Purchaser and in any software or modifications thereof and associated documentation designed, developed or installed as a result of this Agreement. The Provider is responsible for keeping all of Purchaser's property secure from theft, damage or other loss.
- C. The Provider agrees that if any materials are developed under this Agreement, the Purchaser shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. 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.

**XII. 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 Agreements 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 Awards with the Purchaser; and (b) funds from the Purchaser passed through another agency which has one or more Awards 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, issued by the U.S. Government Accountability Office; and the Department of Health Services Audit Guide ([www.ssag.state.wi.us](http://www.ssag.state.wi.us)).
- C. Reporting Package: The auditor shall send 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.
- B. Sending the Reporting Package: Audit reports shall be sent by the auditor via email to [DHSAuditors@Wisconsin.gov](mailto:DHSAuditors@Wisconsin.gov) with cc to the auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- C. Access to Auditor's Work Papers: When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- D. 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.
- E. 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 liquidated damages available in Section XV of this Agreement, 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 timeframe; and/or
  3. Disallow the cost of audits that do not meet these standards.
- F. Closeout Audits:
1. A specific audit of an accounting period of less than twelve (12) months is required when an 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 closeout the short accounting period. The required closeout audit may be waived by the Purchaser upon written request from the Provider, except when the agreement is terminated for cause. The required closeout audit may not be waived when an 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 closeout audit that meets the audit requirements specified in XII, B. above. .
4. All other provisions in the Audit Requirements section apply to Closeout Audits unless in conflict with the specific Closeout Audits requirements.

### **XIII. 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 for six (6) years after end of contract period.
- 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.

### **XIV. PRIVACY AND CONFIDENTIAL INFORMATION**

- A. Definitions used herein:
  1. "Confidential Information" means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Individually Identifiable Health Information; (iii) non-public information related to the State's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information designated as confidential in writing by the State.
  2. "Individually Identifiable Health Information" means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
  3. "Personally Identifiable Information" means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state

identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

- B. The Provider shall not use Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations thereunder. The Provider shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.
- C. Provider shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.
- D. Provider shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Provider on any reproduction, modification, or translation of such Confidential Information. If requested by the State, Provider shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed.
- E. If requested by the State, Provider shall return or destroy all Individually Identifiable Health Information and Personally Identifiable Information it holds upon termination of this Agreement.

#### **XV. NON-COMPLIANCE, LIQUIDATED DAMAGES AND REMEDIAL MEASURES**

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid the Provider under this Agreement, temporarily having others perform, and receive reimbursement for, the services to be provided under this Agreement and any other measure that suspends the Provider's participation in the Agreement if the Grantor determines it is necessary to protect the interests of the state.
- B. The Provider shall provide written notice to the Purchaser of all instances of non-compliance with the terms of this Agreement by itself or its subcontractors, including non-compliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Provider knows, or should have known, about the non-compliance. The written notice shall include information on reason(s) for and effect(s) of the non-compliance. The Provider shall provide the Purchaser with a plan to correct the non-compliance. At its sole discretion, the Purchaser may take whatever action it deems necessary to protect the interests of the state, including withholding part or all of the Provider's funding, if it reasonably believes that the non-compliance is continuing or will reoccur.

- C. If Provider determines that non-compliance with this Agreement, including the Exhibit(s), has occurred, or is occurring, it shall demand immediate correction of continuing non-compliance and it may impose whatever liquidated damages or remedial measures it deems necessary to protect the interests of the state. Such liquidated damages and measures may include termination of the Agreement, suspension of the Agreement as defined in paragraph 1 above, imposing additional reporting requirements and monitoring of subcontractors and any other measures it deems appropriate and necessary.
- D. If audits are not submitted when due, the Purchaser may take action as provided in the Auditing Requirements section of this Agreement.
- E. If required statistical data, reports and other required information, other than audits, are not submitted when due, the Purchaser may withhold all payments that otherwise would be paid the Provider under this Agreement until such time as the reports and information are submitted.

#### **XVI. 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:
  - increased or decreased volume of services;
  - changes required by State or Federal law or regulations, or court action; or
  - 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.

#### **XVII. RESOLUTION OF DISPUTES**

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

#### **XVIII. 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.

#### **XIX. ELIGIBILITY STANDARDS**

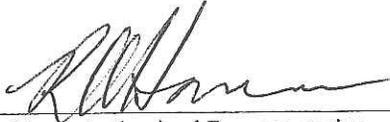
- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this agreement from Provider will be determined by Purchaser.
- B. Services to be delivered under this agreement by Provider to the eligible individuals must be authorized 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.

#### **XX. 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.

XXI. 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 - RONALD A HAUSER  
Title - CPO

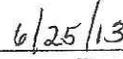
Provider DUNS#: 06046-7030



Date



Purchaser's Authorized Representative  
Linda Harris, Administrator  
Division of Mental Health and Substance Abuse Services  
Department of Health Services



Date

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