Independent Contractor Agreement

Agreement Between Provider and Independent Service Provider

(For Use by Providers with 202X Milwaukee County Behavioral Health Division, Community Access to Recovery Services

And Children's Community Mental Health Services & Wraparound Milwaukee Fee-for-Service Agreements

This Independent Contractor Agreement is made and entered into this _____ day of _____, 202X between (INSERT Provider Agency Name), hereafter referred to as Provider and (INSERT Practitioner Name, Credential), hereafter referred to as Independent Service Provider (ISP).

The following terms and conditions are added to the existing Independent Contractor Agreement between the parties identified above as a requirement to provide Covered Services as a Direct Service Provider as defined in the latest versions of the Milwaukee County Behavior Health Division, Community Access to Recovery Services (CARS) and Children's Community Mental Health Services & Wraparound Milwaukee Fee-for-Service Agreements (FFS Agreement). In case of conflict between provisions in other agreements and language included herein, the provisions of this agreement shall govern and supersede all prior agreements. If no agreement exists, this agreement will form the agreement between the parties as it relates to services provided under abovenamed FFS Agreement.

1. None of the provisions of this agreement are intended to create, nor shall be deemed or construed to create any relationship between the parties other than that of independent contractors. Each party agrees to maintain State of Wisconsin certification or licensure requirements as required to provide the CARS and Children's Community Mental Health Services & Wraparound Milwaukee related Covered Services and to practice within contemporary ethical standards.

2. The ISP is subject to the terms and conditions set forth in the latest version of the CARS/Wraparound Fee for Service agreements (FFS Agreement) in affect at the time the Covered Service is provided. ISP agrees to Provide Covered Service(s) to eligible Participants in conjunction with the requirement described in detail in the FFS Agreement or BHD Program Service Specific Policy and Procedure.

3. ISP is an Independent Service Provider as defined in the FFS Agreement; and is not an employee or a sub-contractor of Provider or Milwaukee County Department of Health and Human Services Behavioral Health Division. The ISP, under the code of the Internal Revenue Service (IRS), is an independent contractor, and neither the ISP's employees or contract personnel are, or shall be deemed, the Provider's or BHD's employees.

4. In its capacity as an independent contractor, ISP and Provider agree and represent: ISP has the right to perform services for others during the term of this Agreement; ISP has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. ISP shall select the routes taken, starting and ending times, days of work, and order the work is performed; The Services required by this Agreement shall be performed by the ISP, ISP's employees or personnel, and the Provider will not hire, supervise, or pay assistants to help the ISP;

Neither ISP nor ISP's employees or personnel shall receive any training from the Provider in the professional skills necessary to perform the Services required by this Agreement; and Neither the ISP nor ISP's employees or personnel shall be required by the Provider to devote full-time to the performance of the Services required by this Agreement.

5. ISP will comply with all relevant provisions of the current version of the FFS Agreement, particularly the following clauses as they apply to ISP:

    - Confidentiality
    - Clients Rights
    - Health Insurance Portability and Accountability Act of 1996
    - Indemnity & Insurance
    - DHHS Policy and Procedure #005, Provider Obligations

ISP is required to comply with the latest version of DHHS Policies and Procedures (policies can be found at: https://county.milwaukee.gov/EN/DHHS/Provider-Portal).

6. **Expenses**. The ISP shall be: (check one)

    ☐ - Responsible for all expenses related to providing the Services under this Agreement. This includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions/payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided Provider Agency.

    ☐ - Reimbursed for the following expenses that are attributable directly to the Services performed under this Agreement: _____.

7. The ISP will maintain and update his/her credentialing file, including proof of State of Wisconsin License/Certification, all required insurance coverages (including Commercial Liability; Malpractice (E&O) and Auto Liability insurance, if applicable, and all other BHD FFS Agreement and CARS/Wraparound Covered Service specific requirements. ISP shall inform Provider of any change or lapse thereof within 48 hours of any such change or lapse to include change in status of the ISP license/credentials, insurance coverage, and with 24 hours of, charges and/or convictions of any crime specified in DHS 12.115 and/or of any offenses referenced in Amended Milwaukee County Caregiver Resolution File No. 20-287 Requiring Background Checks on Department of Health and Human Services Contract Agency Employees/ISPs Providing Direct Care and Services to Children and Youth. ISP failure to inform Provider of changes to the above may result in sanctions including loss of approved provider status with CARS/Wraparound and/or recovery or non-payment for Covered Services provided.

8. The ISP operates under this agreement to perform specific FFS Agreement Covered Services for specific amounts of money under which the ISP controls the means and methods of performing such Covered Services, but will be subject to quality assurance supervision and/or reviews by the Provider and/or CARS/Wraparound and Milwaukee County DHHS to verify and maintain the standard of services being provided as required by the FFS Agreement and where applicable, CARS/Wraparound service specific Policies and Procedures.

9. The ISP is responsible for the satisfactory completion of Covered Service(s) that they are contracted to perform and is liable for failure to satisfactorily complete the services. The ISP will be required to provide adequate Case Notes, records and other CARS/Wraparound required documentation for the Covered Services provided as mandated by Current FFS Agreement, and/or any applicable policy/procedure(current

version), service description, statements of work (SOW) or state/federal mandated requirements in effect the time the Covered Service is provided in order to be compensated for such Covered Service(s).

10. Provider and CARS/Wraparound shall be notified in writing of all complaints filed in writing against the ISP. ISP shall inform the Provider in writing with their understanding of the resolution of the complaint and provide any other information request by the Provider or

11. Provider reserves the right to terminate the agreement with a 30-day notice. The ISP agrees to fulfill their professional responsibilities and to cooperate in an orderly transition of those clients with whom they are working at the time of termination of this agreement.

A sample copy of the latest version of the Milwaukee County Department of Health and Human Service Fee-for-Service Agreement can be found on the Milwaukee County website at https://county.milwaukee.gov/EN/DHHS/Provider-Portal

OTHER POLICY REFERENCES - **BHD:**
Providers of CARS –
http://milwaukeebhd.policystat.com/

Providers of Children's Community Mental Health Services & Wraparound Milwaukee –
"PROVIDER AGENCY RESPONSIBILITIES / GUIDELINES, Policy No. 054"
http://wraparoundmke.com/wp-content/uploads/2013/07/054-Provider-Agency-Responsiblities-Guidelines.pdf

This contract is agreed upon and approved by the authorized representatives of Provider and ISP as indicated below.

FOR INDEPENDENT SERVICE PROVIDER:

Signature of Independent Service Provider	Date
Print Independent Service Provider Name	Title

FOR PROVIDER:

Signature of Provider	Date
Print Provider Name	Title