



CONTRACT FOR SERVICES

Between

State of Wisconsin Department of Health Services (DHS)

and

Children's Community Health Plan

for

Foster Care Medical Home

This Contract is between the State of Wisconsin Department of Health Services (DHS), at 1 West Wilson Street, Madison, Wisconsin 53703, and Children's Community Health Plan at 637 W. Washington St., Milwaukee, WI 53214. With the exception of the terms being modified by this Contract modification, all other terms and conditions of the existing contract, including funding, remain in full force and effect. This Modification, including any and all attachments herein and the existing contract, collectively, are the complete contract of the parties and supersede any prior contracts or representations. DHS and the Contractor acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing contract as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

Contract ID Number: 435400-019-FosterCare-01 M3

Contract Amount: See payment rates in earlier amendments

Contract Term: 01/01/2020-12/31/2021

Optional Renewal Terms: N/A

DHS Division: Division of Medicaid Services

DHS Contract Administrator: Isabelle Leventhal

DHS Contract Manager: Rebecca Granger

Contractor Contract Administrator: Robert Duncan

Contractor Telephone: 414--266-6410

Contractor Email: [RDuncan@chw.org](mailto:RDuncan@chw.org)

Modification Description: The following changes are made to the contract through this amendment.

**Effective January 1, 2021**

**Article XI: PIHP Administration**

Add new section Article XI, Section B(1)(d) to read:

d. Foreign Entities

1) Pursuant to 42 C.F.R. § 438.602(i), the State is prohibited from contracting with a PIHP located outside of the United States. In the event an PIHP moves outside of the United States, this contract will be terminated.

2) Pursuant to 42 C.F.R. § 438.602(i), no claims paid by a PIHP to a network provider, out-of-network provider, subcontractor or financial institution outside of the United States will be considered in the development of actuarially sound payments.

**Article XVI: Financial Requirements and Reimbursement**

Amend Article XVI, Section E to read:

Should any part of the scope of work under this contract relate to a state program that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), the PIHP must do no work on that part after the effective date of the loss of program authority. The state must adjust payments to remove costs that are specific to any program or activity that is no longer authorized by law. If the PIHP works on a program or activity no longer authorized by law after the date the legal authority for the work ends, the PIHP will not be paid for that work. If the state paid the PIHP in advance to work on a no-longer-authorized program or activity and under the terms of this contract the work was to be performed after the date the legal authority ended, the payment for that work should be returned to the state. However, if the PIHP worked on a program or activity prior to the date legal authority ended for that program or activity, and the state included the cost of performing that work in its payments to the PIHP, the PIHP may keep the payment for that work even if the payment was made after the date the program or activity lost legal authority.

<b>FCMH Name</b>	<b>Department of Health Services</b>
<b>Care4Kids</b>	
Official Signature	Official Signature

<p>DocuSigned by: <i>Robert Duncan</i></p>	<p>DocuSigned by: <i>James D. Jones</i></p>
<p>Printed Name Robert Duncan</p>	<p>Printed Name James D. Jones</p>
<p>Title Executive Vice President</p>	<p>Title State Medicaid Director</p>
<p>Date 12/14/2021</p>	<p>Date 12/15/2021</p>