2004 CBRF CONTRACT

I. Parties, Contract Period, and Contract Administrators

A. Parties

This contract is between **Lincoln County Department of Social Services** whose business address and phone number are **607 North Sales Street, P. O. Box 547, Merrill, Wisconsin 54452, (715) 536-6200,** hereinafter referred to as "Purchaser," and *****, whose business address and phone number are * hereinafter referred to as "Provider."

B. Contract Period

This contract is to be effective for the period from **January 1, 2004** through **December 31, 2004**.

C. Contract Administrators

The Purchaser employee responsible for day-to-day administration of this contract will be **David J. Chapleau, Director,** whose business address is **607 North Sales Street, P. O. Box 547, Merrill, Wisconsin 54452.** In the event that this Purchaser employee is unable to administer this contract, the Purchaser will contact the Provider and designate a replacement Purchaser employee.

The Provider employee responsible for day-to-day administration of this contract will be *****, whose business address is *****. In the event that this Provider employee is unable to administer this contract, the Provider will contact the Purchaser and designate another Provider employee to do so.

II. Services to be Provided to Eligible Individuals

A. General Terms and Conditions

This contract is subject to the terms and conditions set forth in the State/County Contracts Covering the Administration of Income Maintenance Programs, W-2 Program, Community Social Service Programs, Community Youth and Family Aids Programs, Child and Spousal Support, Establishment of Paternity Program, and Medical Support Liability. Services provided under the terms of this contract shall be provided in compliance with all applicable requirements of Chapter HSS 83 of the Wisconsin Administrative Code, Chapter 50, Stats., and applicable policies and procedures of the Department of Health and Family Services.

B. Eligibility Standards for Recipients of Services

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this Agreement from Provider will be determined by Purchaser. In the event of a finding of non-eligibility, the individual is entitled to an administrative hearing concerning eligibility and the Purchaser shall inform individuals of this right.

C. Pre-Admission Screen

The CBRF is required to inform all prospective residents of the mandate for a Pre-Admission Screen to be conducted by the Department of Social Services <u>prior</u> to any admission, if it is anticipated the prospective resident will need county funding at <u>any</u> time in the future.

D. Services

1. Relationship Between the CBRF and the Purchaser

The Purchaser reserves the following rights:

a. To determine for the purposes of the contract the CBRF's compliance with all applicable statutes and regulations.

b. To authorize payment only for services rendered in compliance with applicable statutes and regulations, and to withhold or execute authorization of payment consistent with the degree to which the terms of the Purchaser's care plan for the resident have been fulfilled.

c. To designate the case manager of each purchaser-supported CBRF resident as the agent for the Purchaser in all matters regarding the care of that resident. The authority of the case manager as agent includes but is not limited to the following:

(1) To participate in the development of and approve or disapprove the individual care plan of each purchaser-supported CBRF resident.

(2) To approve or disapprove the care provided for each purchaser-supported CBRF resident.

(3) To visit the CBRF and to contact any purchaser-supported CBRF resident at any time.

(4) To review the records of any purchaser-supported CBRF resident during normal business hours and to monitor the performance of services provided to purchaser-supported CBRF residents. The CBRF will cooperate with the Purchaser in these efforts, and will comply with the requirements of monitoring plans specified as attachments to this contract, if any.

(5) To be notified by the CBRF within one (1) business day of any significant change in the condition of any purchaser-supported resident. Significant change includes but is not limited to:

(a) Hospital admission
(b) New illness, condition, or trauma requiring a physician or hospital visit, or requiring attention at the CBRF of a physician or emergency personnel
(c) Any emergency visit to hospital or physician
(d) Loss of ability to perform an activity of daily living
(e) Allegation of physical, sexual, or mental abuse of any purchaser-supported resident
(f) Death of any purchaser-supported resident
(g) Any fall of any purchaser-supported resident

d. To undertake such quality assurance efforts relating to the care of purchaser-supported CBRF residents as the Purchaser deems appropriate. The CBRF will cooperate with the Purchaser in these efforts.

2. Services to be Provided to Residents

For each eligible client referred by the Purchaser, the Provider agrees to provide the following services: supervision, information and referral, leisure time activities,

community activities, family contacts, transportation, health monitoring, medical services and advance directives. (Attachment # 1) The goals of these services are to safe-guard and promote the health, safety, well-being, rights and dignity of each resident. The CBRF shall provide a living environment for their residents which is as homelike as possible, is the least restrictive, and is compatible with the resident's need for care and services. The care and services a resident needs are to be provided in such a manner that the resident is encouraged to move toward functional independence in daily living or to continue functioning independently to the extent possible.

The Provider shall develop an Individual Service Plan for each client within 30 days following the date the Purchaser referred the client to the Provider. The case manager shall be invited to participate in developing the Individual Service Plan. The Provider shall: (a) ensure that the Individual Service Plan complies with applicable standards; and (b) promptly submit a copy of the plan upon completion to the Purchaser for review and approval. The Provider agrees to work with the Purchaser as necessary when the Provider is developing an Individual Service Plan.

The Provider shall provide the services specified in the Provider's Individual Service Plan for each client, as authorized by the Purchaser. In providing services, the Provider shall: (a) transfer a client from one category of care or service to another only with the approval of the Purchaser; (b) coordinate with other service providers as necessary to achieve the client's goals as identified in the Purchaser's and Provider's Individual Service Plans; and (c) obtain services from another party only with prior written approval from the Purchaser. If the Provider obtains services for any part of this contract from another party, the Provider is responsible for fulfillment of the terms of the contract.

The Provider shall notify the Purchaser in writing, and deliver in person or by registered mail, whenever it is unable to provide the required quality or quantity of services. Upon such notification, the Purchaser and Provider shall determine whether such inability will require a revision or termination of this contract.

The Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under the contract. The Purchaser reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract.

The Purchaser will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet contracted goals and expected results, the Purchaser may reduce or terminate the contract. When providing these services, the Provider agrees to meet the following standards of performance:

a. Privacy:

(1) Choose own roommate (chart)
(2) Visitors encouraged/Open Door Policy (questionnaire)
(3) Area for private visits (chart)
(4) Staff respects privacy (resident satisfaction evaluation and case manager observation)
(5) Confidentiality respected (case manager observation)

b. BQA:

(1) Notification of BQA visit or investigation (Attachment # 2)
(2) Submission of findings
(3) Submission of copy of Plan of Correction

c. Individual needs addressed:

(1) Individual Service Plans

(a) Case manager involved in planning Individualized Service Plans (case manager feedback)
(b) Service Plans address individualized changing needs over time (copies received and placed in client's file)
(c) Interdisciplinary development of Service Plans

(2) Other

(a) Staff is well-trained, competent, sufficient number (case manager observation, BQA report, resident satisfaction evaluation)
(b) CBRF plan to identify and respond to medical needs (questionnaire results on Medical Plan Outline, case manager observation and resident satisfaction evaluation)
(c) Appropriate atmosphere and environment (resident satisfaction evaluation and case manager observation)

d. Individual preferences addressed:

(1) Variety of social and recreational activities (resident satisfaction evaluation and submit activity calendars twice per year to Purchaser)
(2) In-house and community activities (resident satisfaction evaluation and submit calendar twice per year to Purchaser)
(3) Variety of nutritious and tasty meals (resident satisfaction evaluation)
(4) Meal preferences considered (resident satisfaction evaluation)
(5) Room decorations encouraged (addendum to resident satisfaction evaluation)
(6) Opinions of residents sought and respected (addendum to resident satisfaction evaluation)
(7) Opinions of significant others sought and respected (addendum to resident satisfaction evaluation)
(8) Choices available about things that matter (addendum to resident satisfaction evaluation.

e. Open door policy:

(1) Questionnaire results on Open Door Policy Outline.

The Purchaser retains sole authority to determine whether the Provider's performance under the contract is adequate. The Provider agrees to the following:

a. The Provider shall allow the Purchaser's case manager and contracting staff to visit the Provider's facility at any time for the purposes of ensuring that services are being provided as specified in the Individual Service Plan and the contract.

b. Upon request by the Purchaser or it's designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.

c. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.

d. The Provider shall implement a process for assessing client satisfaction with services provided. (DSL-2372) The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the Purchaser. The Purchaser reserves the right to review and approve the Provider's client satisfaction assessment process, and to require the Provider to submit a corrective action plan to address concerns identified in the review.

3. Residents' Rights and Grievances

The Provider shall, prior to or at the time of admission to the program, provide oral and written notification to each resident of his or her rights and the grievance procedure. The Provider agrees to comply with all applicable statutes and regulations that define the rights of CBRF residents (see Attachment # 3). In addition, the Purchaser requires the CBRF to honor the constitutional rights defined in Attachment # 4. The Provider shall post the residents' rights and the grievance procedure in an area readily available to residents and staff of the facility.

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider shall give the Purchaser a written report for each grievance that is filed in writing against the Provider by any residents or their guardians. The Provider shall also inform the Purchaser in writing of the resolution of each grievance.

At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary report of all grievances that have been filed with the facility by residents or their guardians since the period covered by the previous summary report and of the resolution of each grievance. All reports shall be delivered to the Purchaser in person or via registered mail.

4. CBRF Staffing

a. The CBRF shall provide staff of a sufficient number and at the times necessary to insure that CBRF residents receive services of a sufficient quality and amount to properly execute the terms of this contract and meet the requirements in s. HSS 83.15 and the Purchaser's service plan for the resident.

b. The CBRF shall insure that its staff is sufficiently trained to meet the requirements in s. HSS 83.14 and to provide care specified by this contract and the Purchaser's service plan for each purchaser-supported resident. The CBRF will make documentation of this training available to the Purchaser upon request. The Purchaser shall determine the CBRF's compliance with this requirement.

c. The Purchaser shall specify the requirements necessary to meet the terms of sections a. and b. above.

d. The CBRF will need to comply with the Caregiver Background Law (s.50.065, Stats.) which requires a criminal background check on all persons who are employed by the CBRF or who have access to people who receive the care. This law also expands the requirements for reporting any investigations related to claims of abuse or neglect or misappropriation of the property of individuals who receive care. Information received from the Criminal Background Check must be on file at the CBRF and available for inspection.

e. After the initial background check, the Provider must conduct a new caregiver background search every four years, or at any time within that period when the Provider has reason to believe that a new check should be obtained.

f. The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

g. The Provider shall notify the Purchaser in writing within one (1) business day if an employee has been charged with or convicted of any crime specified in HFS 12.07(2).

III. Payment for Services

Purchaser and Provider agree:

A. Maximum Contract Amount

The maximum payment under this contract is $ *. Actual total payment will be based upon the amount of service authorized by the Purchaser and the amount of service performed by Provider. It is understood and agreed by all parties that the Purchaser assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

B. Rates and Units of Service

1. Facility Rate. The rate, unit type, estimated number of units and estimated number of persons served are shown in the table below entitled "Facility Rate Based on Days or Months of Care". Purchaser reserves the right to decrease the units of service to meet actual needs. An increase in the units of service to be provided may be negotiated.

Facility Rate Based on Days or Months of Care

Funding Source [Optional (1)]	SPC # Code	Description	Rate in dollars (2)	Unit Type per day or mo. (3)	Estimated number of units to be purchased (4)	Total Estimated Cost of Service (5)	Estimate of persons served

Notes from table headings:

(1) Community Aids, COP, MA Waiver. This information will be provided by purchaser.
(2) Includes the combined total of resident share and purchaser share.
(3) Rates may be expressed as per day, per month or both.
(4) The Number of units shown is an estimate.
(5) This number should not exceed Maximum Contract Amount..

Breakout of Facility Rate

Room and Board	Service	Total

What is the licensed capacity of the facility?	

C. Purchaser and Provider agree that the rate shall include only items and amounts permitted by the Department of Health and Family Services' *Allowable Costs Policy Manual* and rate-setting worksheets provided by the Purchaser. The rate shall not exceed total allowable costs for the facility divided by the total anticipated units of service to be provided to all clients including all clients not covered by this contract.

The worksheets showing rate computations are attached to this contract as Attachment # 5.

Except as permitted by s. 46.036(5m), Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided. If the Provider fails to return funds paid in excess of the allowable cost of standard programs categories/clusters provided, Purchaser shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider; however, the recovery of excess payments need not be limited to recovery from any future payments.

The allowable cost of standard programs shall be determined pursuant to the Department of Health and Family Services' *Allowable Costs Policy Manual.*

D. In the event that a purchaser-supported resident is absent from the Provider's facility, the Purchaser may agree to pay a daily rate to reserve space for the resident. This daily rate will be 80% of the normal daily rate. The Purchaser will pay this rate for a period not to exceed 14 consecutive days or 14 days in a calendar month, unless extended by the Purchaser in writing. The Purchaser may terminate this payment at any time if the Purchaser determines that the resident will not return to the facility.

E. If the Provider requests an advance payment in excess of $10,000, the Provider agrees to supply a Surety Bond per s. 46.036(3)(f), Stats. The Surety Bond must be for an amount equal to the amount of the advance payment applied for. The advance payment may be up to one-twelfth (1/12) of an annual contract. If the contract period is for less than twelve months, the contract amount may be adjusted in amounts no greater than the amount determined by dividing the contract amount by the number of months in the contract period.

IV. Billing and Collection Procedures

A. Residents placed and funded under this agreement and the spouses of residents may be liable to pay for services under this agreement according to provisions of Chapter HSS 1 of the Wisconsin Administrative Code and forms and procedures developed under these rules which include, but are not limited to, the *Community Options Program Cost Sharing Guidelines* and the *Medicaid Waiver Guidelines.* Provider shall make no billing or request for funds from the resident or any relative of the resident except as required by ch. HSS 1 and approved by Purchaser.

B. The amounts to be paid by the resident and/or spouse shall be determined by Purchaser.

C. Billing to residents and spouses shall be performed by Provider.

D. If Provider has billing responsibility under this agreement and also has control of the resident's funds, the Provider shall assure that there is informed consent to apply the resident's funds to pay the bill. Such consent should be obtained from the resident if competent, the resident's guardian of the estate, or person with power of attorney to handle the resident's financial matters. The Provider shall inform the Purchaser if, in the opinion of the Provider, the resident is not competent to make financial decisions and does not have a guardian of the estate or a person assigned with durable power of attorney to handle financial matters.

E. If Provider has billing responsibility under this agreement, Provider shall inform Purchaser whenever a resident or spouse is more than 30 days late in making a required payment.

F. Provider shall assume collection activity for past due payments according to s. HSS 1.05 of the Wisconsin Administrative Code.

G. Provider shall issue a receipt for any and all payments made by, or on the behalf of, a purchaser-supported resident that are made directly to the Provider for services provided under this agreement. A copy of each receipt shall be sent to the Purchaser.

H. Monies collected on behalf of a resident from any source for services under this agreement will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Indemnity and Insurance

A. Provider agrees that it will at all times during the existence of this Contract indemnify Purchaser against any and all loss, damages, and costs or 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 participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser.

B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance. Upon the execution of this Contract, Provider will furnish Purchaser with a Certificate of Insurance verifying the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five (5)working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.

VI. Civil Rights Compliance

The Civil Rights Compliance (CRC) Plan contains three components: Affirmative Action, Civil Rights/Equal Employment Opportunity, and Language Access. Providers that have more than twenty-five (25) employees must develop and submit a Civil Rights Compliance Plan with all the three components mentioned above.

Providers that have less than twenty-five (25) employees must develop and submit a Letter of Assurance. (Attachment # 6)

A. Affirmative Action (AA) is the first component of the CRC Plan. A Provider must develop and submit an Affirmative Action Plan that covers a two or three-year period. A Provider may request an exemption from submitting an AA Plan if it:

1. Has an annual work force of less than twenty-five employees,

2. Is a governmental entity (e.g., county, municipality or state university), or

3. Has a balanced work force.

Nevertheless, exempt Providers that do not have a balanced work force in specific job groups are required to develop and submit a recruitment strategy to address under-representation of the job group.

An 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 Coordinator,

4. a workforce analysis that identifies job classifications where representation of women, minorities and the disabled are deficient,

5. goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balanced workforce,

6. a revision of employment practices to ensure that they do not have discriminatory effects, and

7. the establishment of internal monitoring and reporting systems to measure progress regularly.

A non-exempt 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 the Americans with Disabilities Title I regulations, unless an updated self-evaluation under Section 503 of the Rehabilitation Act of 1973 exists which meets the ADA requirements.

B. Civil Rights and Equal Employment Opportunity are the second component of the CRC Plan that must be developed and submitted. The civil rights requirements address non-discrimination in service delivery and equal treatment in all programs and activities to clients, consumers, or patients.

The Provider agrees to the following provisions:

1. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject 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.

2. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race/ethnicity, religion, gender, sexual orientation, color, national origin or ancestry, disability, arrest or conviction record, marital status, political affiliation, military participation, the use of legal products during non-work hours, or non-job related genetic and honesty testing. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

3. The Provider shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to the Department's standards and made available in languages and formats understandable to applicants, clients and employees. The Purchaser will continue to provide appropriate translated program brochures and forms for distribution.

4. The Provider agrees to comply with the Purchaser's guidelines in the Civil Rights Compliance Plan Standards and the Resource Manual for Equal Opportunity in Service Delivery and Employment for the Wisconsin Department of Health and Family Services, its Service Providers and their Subcontractors.

5. Requirements herein stated apply to any subcontracts or grants. The Purchaser has primary responsibility to take constructive steps, as per the CRC Standards, to ensure the compliance of its subcontractors or grantees.

6. If a Provider of a county is a direct provider of the Department, this Provider will be required to develop and submit a CRC Plan to the Department. The county need not require this Provider to submit a second copy to the county.

7. 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 CRC Standards. The Provider agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the Provider, as well as interviews with staff, clients, and applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to the Department of Health and Family Services procedures. The Purchaser will also conduct reviews to address immediate concerns of complainants.

8. The Provider agrees to cooperate with the Purchaser in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

C. Language Access is the third component in the CRC Plan. It addresses the way programs and services are provided for persons with disabilities and Limited English Proficient (LEP) speakers.

For persons with disabilities, the Provider agrees that it will:

1. Provide competent sign language interpreters for deaf or hard of hearing participants free of charge at any stage of application or receipt of services;

2. Provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services and in the processing of complaints or appeals;

3. Train staff in human relations techniques, sensitivity to persons with Disabilities and sensitivity to cultural characteristics;

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 materials in formats appropriate to the needs of the client population.

For Limited English Proficient (LEP) participants, the Provider must weigh the following four factors:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the Provider;

2. The frequency with which LEP individuals come in contact;

3. The nature and importance of the program, activity, or service provided by the program to people's lives, and

4. The resources available to the Provider.

Upon the consideration of the four factors, the LEP policies require that the provider have the following program components:

1. Analyze its service area to assess the primary language needs of the participants that it serves or encounters;

2. Establish a plan that will make oral interpretation available and free of charge upon request;

3. Disseminate written notice in the primary language of the LEP group that interpretation is available and free of charge to groups that constitute less than 50 individuals eligible to be served or encountered;

4. Provide written translations of vital documents to LEP participants that constitute at least 5% or 1,000 LEP individuals, whichever is less, of the populations served or encountered.

5. Train staff on the Provider's LEP policies and procedures;

6. Collect data on primary language use of LEP participants to evaluate the program's effectiveness; and

7. Identify the LEP Coordinator and establish a complaint process that is accessible to LEP participants.

The Provider will, to the extent possible, hire bilingual staff, work with community associations, contract with competent interpreters or use other methods to ensure accurate interpretation while providing critical health care to an LEP consumer or patient.

VII. Renegotiation

This contract or any part thereof may be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) changes in funding or monies available affecting the substance of this Agreement.

VIII. Contract Revisions and/or Terminations

A. Failure to comply with any part of this contract may be considered cause for revision or termination of this contract.

B. Either party may initiate revision of this contract. Revision of this contract must be agreed to by both parties by an addendum signed by their authorized representatives.

C. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this contract.

D. Either party may terminate this contract by a 60-day written notice to the other party.

Upon termination, the Purchaser's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the Purchaser terminates the contract for reasons other than non-performance by the Provider, the Purchaser may compensate the Provider for an amount determined by mutual agreement of both parties.

E. Both parties understand that if the cancellation of the contract by either party results in the closing of a CBRF, both parties have certain statutory obligations. Chapter 50.03(14), Stats., governs the closing of a Community Based Residential Facility (CBRF). It states that, upon DHFS approval of the facility's plan to relocate its residents (or the imposition of such a plan by the DHFS), the facility must establish a closing date not earlier than 90 days from the date of DHFS approval or imposition of the relocation plan when 5 to 50 residents will be relocated. This same statute also requires a minimum 120-day period when more than 50 residents will be relocated.

In addition, s. 50.03(14)(b), Stats., mandates that county agencies of the county in which the facility is located shall participate in the development and implementation of individual relocation plans. It also requires that agencies of other counties which have responsibility for facility residents shall participate in the development and implementation of individual relocation plans for those residents. Therefore, county agencies clearly have a responsibility to be actively involved in resident relocation when a CBRF is closing.

IX. Resolution of Disputes

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract and Chapter 68, Wisconsin Stats.

X. Records

A. Provider shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. These records shall include the Statements of Non-Compliance from the

previous two year period issued by the Department of Health and Family Services (DHFS), Plans of Correction submitted by the Provider, the results of any complaint investigation, and any notices of enforcement action initiated by the DHFS over the previous two year period.

B. Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review Provider's compliance with contract requirements for the use of the funding.

C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited, except with the informed, written consent of the eligible client or the client's legal guardian.

D. Provider shall cooperate with the Purchaser and Department of Health and Family Services in program compliance monitoring and quality assurance reviews.

XI. Reporting

Provider shall comply with the reporting requirements of Purchaser and the Department of Health and Family Services. These reports include but are not limited to:

A. Provider shall report contracted CBRF services and related costs to the Purchaser by the second day of each month following provision of services. When reporting service for the Human Services Reporting System, the Provider will use codes as provided by the Purchaser or the Department of Health and Family Services.

B. Notifications of resident deaths as required by Wisconsin Statute and instructional memos and procedures issued by the Department of Health and Family Services.

C. Liabilities and Other Assurances

The Provider shall notify the Purchaser, in writing, within 30 days of the date payment was due of any past due liabilities to the federal government, state government or their agents for income tax withholding, FICA, Worker's Compensation, Unemployment Compensation, garnishments or other employee related liabilities, sales tax, income tax of the Provider, or other monies owed. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the unit of government to which the monies are owed, the expected payment date and other related information.

The Provider shall notify the Purchaser, in writing, within 30 days of the date payment was due of any past due liabilities to public or private creditors in excess of $500, or when total past due liabilities exceed $1,000, related to the operation of this contract for which the Purchaser has or will reimburse the Provider. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and information on steps being taken by the Provider to resolve the dispute.

The Purchaser may require written assurance, quarterly, that the Provider has reconciled costs, receipts and refunds reported to the Purchaser, for reimbursement or as match, to the expenses and revenues recorded in the Provider's accounting records and that all necessary adjustments have been reported to the Purchaser or recorded in the accounting records, as appropriate. Upon request from the Purchaser, written documentation of reconciliations may be required.

XII. Provider Responsibilities

Provider agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contractual agreement. In addition, Provider shall:

A. Cooperate with the Purchaser in establishing costs for reimbursement purposes.

B. Adhere to the following audit requirements:

1. The Provider shall submit an annual agency-wide audit to the Purchaser if the total amount of annual funding provided by the Purchaser through this and other contracts is $25,000 or more.

2. The audit shall be in accordance with the requirements of OMB Circular A-133 if the Provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit shall also be in accordance with:

   - The *State Single Audit Guidelines*, if the Provider is a local government that meets the criteria of OMB Circular A-133 for needing an audit in accordance with that Circular, <u>or</u>

   - The *Provider Agency Audit Guide*, 1999 revision, for all other providers.

3. Reporting Package: The Provider shall submit to the Purchaser a reporting package that includes:

   a. all audit schedules and reports required for the type of audit applicable to the agency;

   b. a summary schedule of prior year findings and the status of addressing these findings;

   c. a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); and

   d. management response/corrective action plan for each audit issue identified in the audit.

   e. supplemental schedule showing revenue and expenses for this contract (optional).

4. Submitting the Reporting Package: The Provider shall submit the required reporting package to the Purchaser within 180 days of the end of the Provider's fiscal year.

5. 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 Purchaser. 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.

6. 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 timeframe, the Purchaser may:

a. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;

b. 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;

c. Disallow the cost of audits that do not meet these standards; and/or

d. Withhold payment, cancel the contract, or take other actions deemed by the Purchaser to be necessary to protect the Purchaser's interests.

7. All penalties assessed to the County because of the Provider not submitting a required audit report or not submitting the audit report within the required timeframe will be passed on to the Provider in order to reimburse the Purchaser for this expense.

C. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.

D. Transfer a client from one level of care or service to another only with the approval of the Purchaser.

E. If the Provider obtains services for any part of this agreement from another vendor, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Purchaser for approval.

XIII. Conditions of the Parties' Obligations

A. This contract is contingent upon authorization of Wisconsin and United States laws, and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health and Family Services shall serve to terminate this agreement, except as further agreed to by the parties hereto.

B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

C. Provider shall submit to Purchaser evidence of licensure for the contract period. This evidence shall include a copy of the current License Certificate and Transmittal Letter from the Department of Health and Family Services.

D. Except for those matters incorporated herein by reference and individual services plans, it is understood and agreed that the entire contract between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

E. Purchaser shall be notified in writing of all complaints, BQA investigations, and grievances filed in writing against the Provider. Purchaser shall inform the Provider in writing of their understanding of the resolution of the complaint.

XIV. Health Insurance Portability and Accountability Act of 1996 "HIPAA" Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

XV. Signatures

A. This contract is agreed upon and approved by the authorized representatives of the **Lincoln County Department of Social Services** and * as indicated below.

B. This contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty (60) days.

For Purchaser: _____ _____
David J. Chapleau, Director Date

For Provider: _____ _____
Date

ATTACHMENT # 1 GENERAL SERVICES (HFS 83.33(2))

Each CBRF shall provide all of the general services at a level and frequency needed by residents and document each service in each resident's individualized service plan. General services include all of the following:

(a) Supervision. Each CBRF shall provide supervision of its residents.

(b) Information and referral. Each CBRF shall provide information and referral to appropriate community services to its residents.

(c) Leisure time activities. Each CBRF shall provide and actively promote resident participation in a program of daily activities designed to provide needed stimulation consistent with the interests of the resident.

(d) Community activities. Each CBRF shall provide information and assistance to facilitate each resident's participation in personal and community activities outside the CBRF. Monthly schedules and notices of community and CBRF activities, including costs to the resident, shall be developed, updated and made visually accessible to all residents. For residents who are unable or choose not to leave the CBRF, the CBRF shall make a good faith effort to involve persons not living in the CBRF in activities provided in the CBRF.

(e) Family contacts. Each CBRF shall encourage its residents to maintain family contacts and shall, if needed, help in arranging family contacts.

(f) Transportation. Each CBRF shall provide or arrange for transportation for residents when needed for medical appointments, work, an educational or training program, religious services and for a reasonable number of community activities of interest to the residents.

(g) Health monitoring. Each CBRF shall ensure that each person being admitted to the CBRF receives a health examination to identify health problems and to screen for communicable disease, with the report signed and dated by a licensed physician, physician's assistant, clinical nurse practitioner or a registered professional nurse. That examination shall take place within 90 days before admission or within 7 days after admission. Each resident shall have a follow-up health examination at least annually after admission, unless the resident is being seen by a physician not less than once every 6 months.

(h) Medical services. Each CBRF shall ensure that there is a physician's written order for nursing care, medications, rehabilitation services and therapeutic diets provided or arranged by the CBRF. All these medical services received by a resident shall be documented in the resident's record.

(i) Advance directives. A CBRF shall comply with the provisions of chs. 154 and 155, Wisconsin Statutes, regarding advance directives. Staff of the CBRF shall provide prompt and adequate treatment, consistent with an advance directive. A CBRF shall not require an advance directive as a condition of admission or as a condition of receiving any health care services.

ATTACHMENT # 2

Has a State Inspection Taken Place at Your CBRF?

Lincoln County DSS needs to know!

Contact Long-Term Support Supervisor Faye R. Maschke (539-1331) within 30 days

	Action *the actions that YOU are responsible for are in bold*	***Date***
1	BQA investigation or routine visit takes place	_____
2	**CBRF Notifies LTS within 30 days** LTS will need to know: 1. Your name and name of CBRF 2. Was the visit routine or in response to a complaint? 3. Was the visit specific to a COP client? If so, who? 4. If the visit was not about a COP client... DSS still needs to know about the visit (Confidentiality will not be violated).	_____
3	CBRF receives paperwork documenting findings by State	_____
4	**CBRF sends copy of paperwork to LTS within 10 days**	_____
5	**CBRF submits copy of Plan of Correction to BQA and LTS** (timeframe set by BQA)	_____

ATTACHMENT # 3 RESIDENT RIGHTS (Wisconsin Statute 50.09 and HFS 83.21(4))

Every resident in a community-based residential facility shall have the right to:

(a) Private and unrestricted communications with the resident's family, physician, attorney and any other person, unless medically contraindicated as documented by the resident's physician in the resident's medical record. Communications with public officials or with the resident's attorney shall not be restricted in any event. The right to private and unrestricted communications shall include, but is not limited to, the right to:

1. Receive, send and mail sealed, unopened correspondence, and no resident's incoming or outgoing correspondence shall be opened, delayed, held or censored.
2. Reasonable access to a telephone for private communications.
3. Opportunity for private visits.

(b) Present grievances on the resident's own behalf or others to the facility's staff or administrator, to public officials or to any other person without justifiable fear of reprisal, and to join with other residents or individuals within or outside of the facility to work for improvements in resident care.

(c) Manage the resident's own financial affairs, including any personal allowances under federal or state programs, unless the resident delegates, in writing, such responsibility to the facility and the facility accepts the responsibility, or unless the resident delegates to someone else of the resident's choosing and that person accepts the responsibility. The resident shall receive, upon written request by the resident or guardian, a written monthly account of any financial transactions made by the facility under such a delegation of responsibility.

(d) Be fully informed, in writing, prior to or at the time of admission of all services included in the per diem rate, other services available, the charges for such services, and be informed, in writing, during the resident's stay of any changes in services available or in charges for services.

(e) Be treated with courtesy, respect and full recognition of the resident's dignity and individuality, by all employees of the facility and licensed, certified or registered providers of health care and pharmacists with whom the resident comes in contact.

(f) Physical and emotional privacy in treatment, living arrangements and in caring for personal needs, including, but not limited to:

1. Privacy for visits by spouse. If both spouses are residents of the same facility, they shall be permitted to share a room unless medically contraindicated as documented by the resident's physician in the resident's medical record.
2. Privacy concerning health care. Case discussion, consultation, examination and treatment are confidential and shall be conducted discreetly. Persons not directly involved in the resident's care shall require the resident's permission to authorize their presence.
3. Confidentiality of health and personal records, and the right to approve or refuse their release to any individual outside the facility, except in the case of the resident's transfer to another facility or as required by law or third-party payment contracts.

(g) Not to be required to perform services for the facility that are not included for therapeutic purposes in the resident's plan of care.

(h) Meet with, and participate in activities of social, religious and community groups at the resident's discretion, unless medically contraindicated as documented by the resident's physician in the resident's medical record.

(i) Retain and use personal clothing and effects and to retain, as space permits, other personal possessions in a reasonably secure manner.

(j) Be transferred or discharged, and be given reasonable advance notice of any planned transfer or discharge, and an explanation of the need for and alternatives to the transfer or discharge. The facility to which the resident is to be transferred must have accepted the resident for transfer, except in a medical emergency or if the transfer or discharge is for nonpayment of charges following a reasonable opportunity to pay a deficiency. No person may be involuntarily discharged for nonpayment under this paragraph if the person meets all of the following conditions:

1. He or she is in need of ongoing care and treatment and has not been accepted for ongoing care and treatment by another facility or through community support services.
2. The funding of his or her care in the community-based residential facility is reduced or terminated because the resident requires a level or type of care which is not provided by the CBRF.

(k) Be free from mental and physical abuse, and be free from chemical and physical restraints except as authorized in writing by a physician for a specified and limited period of time and documented in the resident's medical record. Physical restraints may be used in an emergency when necessary to protect the resident from injury to himself or herself or others or to property. However, authorization for continuing use of the physical restraints shall be secured from a physician within 12 hours. Any use of physical restraints shall be noted in the resident's medical records. "Physical restraints" includes, but is not limited to, any article, device or garment which interferes with the free movement of the resident and which the resident is unable to remove easily, and confinement in a locked room.

(l) Receive adequate and appropriate care within the capacity of the facility.

(m) Use the licensed, certified or registered provider of health care, mental health care and pharmacist of the resident's choice.

(n) Receive all treatments prescribed by the resident's practitioner, and to refuse any form of treatment unless the treatment has been ordered by a court. The written informed consent of the resident or the resident's guardian or agent is required for any treatment administered by the CBRF. General non-intrusive treatments typically provided by the CBRF may be provided to the resident under a written general informed consent agreement.

(o) Be permitted to participate in religious activities of his or her choice, to entertain visits from a clergy person or lay representative of his or her choice, and to obtain the help of staff, if needed, to contact such clergy person or lay representative. No resident may be required to engage in any religious activities.

(p) Not be treated as mentally incompetent. A resident who has been adjudicated incompetent has a right to have his or her guardian fully informed and involved in all aspects of his or her relationship to the CBRF. The guardian may exercise any and all rights to consent or refuse which the resident is granted under this section. A resident