

ADULT FAMILY HOME/RESPITE SERVICES
AGREEMENT

Agreement #: «ContractID»

This Agreement is made and entered into this, «EffectiveDatePhrase», by and between La Crosse County, a Wisconsin Municipal Body Corporate represented by the La Crosse County Department of Human Services, whose principal business address is 300 Fourth Street North, La Crosse, Wisconsin 54601, referred to as “Purchaser”, and «VendorName», whose address is, «StreetAddress», «CityName», «StateID» «ZipCode», referred to as “Provider”.

I. PURCHASE AND PAYMENT OF SERVICES.

- A. Purchaser will purchase Adult Family Home and/or Respite Services from Provider during the period of «EffectiveDate», through «TerminateDate», in the amount of:

<u>Service Description</u>	<u>Rate</u>	<u>Unit</u>
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- B. Individual clients whose funding source requires termination of payment on the date of removal from the service shall be identified to the Provider at the onset of that service.
- C. All services shall be invoiced once per month, after the month is completed. *Failure of the Provider to meet reporting requirements shall result in the withholding of payment to the Provider until the required reports are received.*
- D. Purchaser shall recover from Provider, money paid in excess of the terms of this Agreement or money paid for services not received or provided. Under Purchaser’s written demand for repayment, Provider shall tender the amount of repayment demanded within thirty (30) days unless other repayment terms are agreed upon in writing.
- E. All payments made for respite services are taxable income and a 1099 will be sent out for any providers in which La Crosse County make payments for respite services exceeding \$600 per year.
- F. Provider will sign Appendix 1, when client is funded by Community Recovery Services.

II. INDEMNITY AND INSURANCE.

- A. Indemnification. Provider agrees to indemnify, hold harmless and defend Purchaser, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, fees, and expenses of every kind, for damages to persons or property, including, without limitation, claims arising out of State or Federal anti-discrimination laws, which either arise out of, in connection with, or occur during the course of this Agreement, where such liability is founded upon or grows out of the acts or omissions of the Provider, or its (their) agent or employee. Provider agrees to indemnify Purchaser for any amount Purchaser may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Provider by Purchaser under this Agreement that the Department of Health Services determines to be overpayments or inappropriate payments.
- B. If Provider receives any claim or legal process based on an act, error or omission related to services rendered under the terms of this Agreement, or has reason to believe a demand for

damages may be made, Provider shall immediately notify Purchaser. Provider shall keep in force and effect at all times during the terms of this Agreement the following insurance coverage with the minimal limits as defined below. Such insurance coverage shall be primary.

1. Homeowners' or Renters' Insurance.

\$300,000 combined single limit (bodily injury and property damage)

2. Automobile Liability Insurance.

a. Comprehensive Automobile Liability or Business Auto Policy form covering all owned, hired, and non-owned private passenger autos and commercial vehicles.

b. Split limits of \$250,000 each person, \$500,000 each occurrence, or a combined single limit of \$300,000 each accident.

C. Upon execution of this Agreement, Provider shall furnish Purchaser with a Proof of Insurance verifying the existence of such coverage.

III. PROVIDER RESPONSIBILITIES.

A. Provider agrees to comply with State, and Federal Rules and Regulations, applicable to the services covered by this Agreement. Failure to comply with any part of this Agreement which results in an audited exception of state funding will be reimbursed by Provider.

B. If services provided by you provider, in whole or part, funded by MA-Waiver Dollars, provider's signature on this Agreement certifies that MA-Waiver Funds will not be used for any room and/or board expenses.

C. Notify Purchaser in writing, sixty (60) days prior to any changes in location of the delivery of the provided services, and of any major changes in the officers, management, or ownership of Provider's agency.

IV. CLIENT ELIGIBILITY.

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased from Provider under this Agreement will be determined by Purchaser. An individual is entitled to the right of a fair hearing concerning eligibility. Purchaser shall inform individuals of this right. Purchaser shall inform the client or guardian and the Provider in writing of a denial of eligibility. If a client requests a hearing, benefits shall continue until a decision is rendered.

V. RESOLUTION OF DISPUTES.

Provider may appeal decisions of Purchaser in accordance with Chapter 68 of the Wisconsin Statutes.

VI. REVISIONS AND TERMINATION OF THE AGREEMENT.

A. Failure to comply with any portion of this Agreement or its attachment(s) may be considered cause for revision or termination. Any breach of this Agreement shall empower Purchaser to cancel said Agreement.

- B. Any and all revisions of this Agreement shall be agreed to by Purchaser and Provider in an Addendum, to be signed by the authorized representatives of both parties.
- C. Provider shall notify Purchaser whenever it is unable to provide the required quality and quantity of services. Upon such notification, Purchaser shall determine whether such inability will require a revision or termination of this Agreement.
- D. This Agreement may be terminated by a thirty (30) day written notice by either party when not in conflict with other licensing requirements.
- E. If Purchaser finds it necessary to terminate the Agreement prior to the Agreement expiration date 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.
- F. The issuance of any criminal charges against Provider or its (their) agent or representative, within the scope of services to be purchased in this Agreement, can constitute a substantial breach of Agreement and may empower Purchaser to immediately cancel said Agreement.
- G. This Agreement, or any part thereof, may be renegotiated or terminated in the event of: increased or decreased volume of services, changes required by federal laws, regulations or court actions, or fiscal funding available affecting the substance of this Agreement.
- H. In the event that the Provider's license or certification ends, this Agreement also ends.

VII. PROHIBITED PRACTICES.

During the period of this Agreement, Provider shall not hire, retain, or utilize for compensation, any member, officer, or employee of the La Crosse County Human Services Department who represents the Purchaser, or any person, whom, to the knowledge of the Provider, has a conflict of interest. No employee of the La Crosse County Human Services Department who represents the Purchaser shall be an officer, member of the Board of Directors, or have a proprietary interest in the Provider's business. Any exceptions to this term must be approved in advance by the Purchaser.

VIII. ASSIGNMENT LIMITATION.

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Provided, however, neither party shall assign its obligation hereunder without the prior written consent of the other.

IX. INDEPENDENT CONTRACTOR.

Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the Purchaser or its successors or assigns and Provider or its successors or assigns. By entering into this Agreement and by acting in compliance herewith, Provider is at all times acting and performing as an independent contractor, duly authorized to perform the acts required hereunder, and in no sense shall be considered employees, agents or volunteers of the Purchaser.

X. INSPECTION OF PREMISES.

Provider shall allow Purchaser's representatives and the representatives of any local, state or federal unit to visually inspect the Provider's premises. Inspection shall be permitted without formal notice whenever care and services are being furnished.

XI. CONDITIONS OF THE PARTIES OBLIGATION.

- A. This Agreement is contingent upon authorization of state and federal laws. Any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this Agreement, except as agreed to by the parties.
- B. Nothing contained in this Agreement shall be construed to supersede the powers and duties of either party.
- C. This Agreement is subject to sufficient funding being available to Purchaser.
- D. Purchaser will make payments for this Agreement period only when all insurance and other compliance requirements have been met (or waived by the Department).
- E. Purchaser reserves the right to withdraw any recipient from the program, service, institution, or facility of Provider at any time, when in the judgment of Purchaser, it is in the best interest of Purchaser or the recipient to do so.
- F. This Agreement shall terminate on **«TerminateDate»**, unless Purchaser provides otherwise in writing to Provider.

This Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first written above.

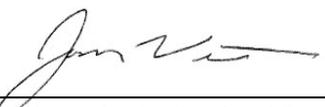
Provider's Authorized Representative
«VendorName»
«ContractID»

Date



Purchaser's Authorized Representative
County Board Chair

«PublishDate»
Date



Purchaser's Authorized Representative
Human Services Director

«PublishDate»
Date

APPENDIX 1

DEPARTMENT OF HEALTH SERVICES
Division of Mental Health and Substance Abuse Services
F-00312A (01/2011)

STATE OF WISCONSIN
42 CFR 431.107

WISCONSIN MEDICAID CRS BENEFIT PROVIDER AGREEMENT AND ACKNOWLEDGEMENT OF TERMS OF PARTICIPATION FOR INDIVIDUAL OR NON-SPECIFIED COMMUNITY RECOVERY SERVICES PROVIDERS¹

Completion of this form is required under Federal Law by the Centers for Medicare & Medicaid Services, Department of Health and Human Services, under the Code of Federal Regulations 42 CFR 431.107.

¹ Note: This agreement is intended to be used for providers who are individuals, unaffiliated with an agency or service. It is also to be used by a company or organization that provides Medicaid funded services and who are not typically Medicaid program providers and who may not be specifically listed in the Medicaid Provider's Handbook.

Name of Provider (Typed or Printed-Must exactly match name used on all other documents)		Telephone Number	
Address – Street	City	State	Zip Code

The above-referenced provider of home and community based services under Wisconsin’s Medicaid program, hereinafter referred to as the provider, hereby agrees and acknowledges as follows:

1. To provide only the items or services authorized by the local CRS benefit administrative agency.
2. To accept the payment issued by the local CRS benefit administrative agency as payment in full for provided services.
3. To make no additional claims or charges for provided services.
4. To refund any overpayment to the local CRS benefit administrative agency.
5. To keep records of the services provided.
6. To provide, upon request by the local CRS benefit administrative agency or Department of Health Services (DHS) or its designee, information regarding the services provided.
7. To comply with all other applicable federal and state laws, regulations and policies relating to providing home and community-based services under Wisconsin’s Medicaid program.
8. Medicaid Confidentiality Policies and Procedures: To maintain the confidentiality of all records or other information relating to each participant’s status as a Medicaid participant and services the participant receives from the Provider.
9. To respect and comply with the Medicaid participant’s right to refuse medication and treatment and other rights granted the participant under federal and state law.
10. Medicaid Fraud Prevention Policies and Procedures (including records retention): To keep records necessary to disclose the extent of services provided to Medicaid participants **for a period of seven (7) years** and to furnish upon request to the Department, the federal Department of Health and Human Services, or the state Medicaid Fraud Control Unit, any information regarding services provided and payments claimed by the Provider for furnishing services under the Wisconsin Medicaid Program. (For state policy related to record retention see DHS 106.02, Wis. Administrative Code.
11. The provider agrees to comply with the disclosure requirements of 42 CFR Part 455, Subpart B, as now in effect or as may be amended. To meet those requirements and address real or potential conflict of interest that may influence service provision, among other things the provider shall furnish to the CRS benefit administrative agency and upon request, to the Department in writing:

- a) The names and addresses of all vendors of drugs, medical supplies or transportation, or other providers in which it has a controlling interest or ownership;
- b) The names and addresses of all persons who have a controlling interest in the provider;
- c) Whether any of the persons named in compliance with (a) and (b) above are related to any owner or to a person with a controlling interest as spouse, parent, child or sibling;
- d) The names and addresses of any subcontractors who have had business transactions with the provider;
- e) The identity of any person named in compliance with (a) and (b) above, who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid or Title XIX services programs since the inception of those programs.

Pursuant to 42 CFR § 447.10 (e), I hereby voluntarily reassign my right to direct payment from the State to each local CRS benefit administrative agency that has authorized me to provide CRS services to individual participants.

If you check yes, it means that you will receive payment from the local CRS benefit administrative agency that is responsible for the participants to whom you are authorized to provide CRS services rather than directly from the State Medicaid Agency.

Yes No

MODIFICATIONS TO THIS AGREEMENT CANNOT AND WILL NOT BE AGREED TO. THIS AGREEMENT IS NOT TRANSFERABLE OR ASSIGNABLE.

Name – Provider (Typed or Printed)

SIGNATURE – Provider	Date Signed 1/1/2014
SIGNATURE – CRS Benefit Agency Representative (Witness) 	Date Signed 1/1/2014
Print Name – Local CRS Benefit Agency Representative Jason Witt	