

CHILD FOSTER HOME/RESPIITE PROVIDER 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 Child Foster Care and/or Respite Services from Provider during the period «EffectiveDate» through «TerminateDate», in an amount to be determined by the child’s age and circumstances as set forth in the attached Appendix A entitled “Foster Care Rate Schedule” and Appendix C entitled “Foster Care Respite Policy”. The supervisor of the Permanency Resource Unit shall determine the rate for each child by completing the rating form attached as Appendix B.
- B. CHILD FOSTER HOMES ONLY - If the placement is less than an entire month, the amount is prorated based on the actual days of care. The first day of placement is counted as a day of care, but the day of removal is not. Payment shall cease upon the date of the child’s removal unless otherwise notified.
- C. RESPIITE PROVIDERS ONLY – Provisions as set forth in Appendix C must be followed in order to receive timely payment for services. All Respite Care Agreement Forms must be received by the Purchaser no later than the third (3rd) day of each month to receive payment for the services provided. 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.
- 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.

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 Children and Families by virtue of payments made to Provider by Purchaser under this agreement that the Department of Children and Families determines to be overpayments or inappropriate payments.

B. Insurance. Provider agrees that in order to protect itself as well as Purchaser under the indemnity provisions set forth in the paragraph above, Provider will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in Wisconsin statutes, the types of insurance coverage and minimum amounts shall be as follows:

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 \$100,000 each person, \$300,000 each occurrence, or a combined single limit of \$300,000 each accident.

C. 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.

D. Upon execution of this agreement, Provider shall furnish Purchaser with written verification of the existence of such insurance.

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 are, in whole or part, funded by MA-Waiver Dollars, your 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 and Provider shall determine whether such inability will require a revision or termination of this agreement.
- D. This agreement can 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, actual costs incurred by the Provider may be reimbursed 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. In the event that a Provider's license ends, this Agreement also ends.

VII. **RENEGOTIATIONS**

This agreement, or any part thereof, must be renegotiated 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.

VIII. **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.

IX. **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.

X. **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.

XI. **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.

XII. **HIPAA COMPLIANCE**

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.

XIII. **SOCIAL MEDIA, PICTURE TAKING, VIDEO RECORDING**

Provider is prohibited from publishing any written articles, pictures or video of any client that receives services under this agreement unless Purchaser and Parent sign "Agreement to Allow Posting of Pictures to Social Media Sites" consent form. If consent form is signed, the following conditions apply:

- A. The pictures will be socially acceptable and present no nudity.
- B. The pictures will not contain any illegal activities.
- C. The pictures will have no name-identifying information either in the picture or in the description.

XIV. **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 contract period only when all insurance and other compliance requirements have been met (or waived by the Department). Evidence of compliance with the insurance requirement could be through a Certificate of Insurance.

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 instrument embodies the entire agreement of the parties. 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.

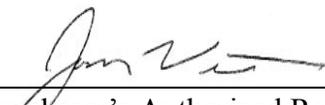
Provider's Authorized Representative
«**VendorName**»
«**ContractID**»

Date



Purchaser's Authorized Representative
County Board Chair

«PublishDate»
Date



Purchaser's Authorized Representative
Human Services Director

«PublishDate»
Date

APPENDIX A

2016 FOSTER CARE RATE SCHEDULE

Level 1- FOSTER CARE RATES

All ages:	<u>DAILY</u> \$7.63	<u>MONTHLY</u> \$232.00	
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BASIC FOSTER CARE RATES

	<u>DAILY</u>	<u>MONTHLY</u>	<u>DAILY/MONTHLY EMERGENCY</u>
Ages: 0- 4	\$12.62	\$384.00	\$19.91/\$605.58
5-11	\$13.81	\$420.00	\$23.62/\$718.43
12-14	\$15.72	\$478.00	\$22.05/\$670.67
15+	\$16.41	\$499.00	\$21.49/\$653.64

*Note – the rates above are the basic foster care rates for 2016, set by the Wisconsin Department of Children and Families(DCF). Provider will be notified in writing of adjustments made to the rates by DCF, prior to the end of the contract period.

SUPPLEMENTAL POINT VALUES

Each point, as assigned in the Child and Adolescent Needs and Strength (CANS) Assessment, is equal to \$5.50 per month.

EXCEPTIONAL DOLLAR VALUES

<u>MONTHLY DOLLAR AMOUNT</u>	<u>DAILY</u>	<u>MONTHLY DOLLAR AMOUNT</u>	<u>DAILY</u>
\$ 100.00	\$ 3.28	\$ 550.00	\$18.03
\$ 150.00	\$ 4.92	\$ 600.00	\$19.67
\$ 200.00	\$ 6.56	\$ 650.00	\$21.31
\$ 250.00	\$ 8.20	\$ 700.00	\$22.95
\$ 300.00	\$ 9.84	\$ 750.00	\$24.59
\$ 350.00	\$11.48	\$ 800.00	\$26.23
\$ 400.00	\$13.11	\$ 850.00	\$27.87
\$ 450.00	\$14.75	\$ 900.00	\$29.51
\$ 500.00	\$16.39	\$ 950.00	\$31.15
		\$ 1000.00	\$32.79

CLOTHING ALLOWANCE

An initial clothing allowance, in the amount of the actual cost but not exceeding established maximums, may be paid for children initially entering foster care without sufficient clothing. If a child is placed in foster care 120 days or more after a previous out-of-home care placement episode was terminated, the placement shall be considered an initial placement for the purposes of eligibility for an initial clothing allowance. A child who re-enters foster care within 120 days whose clothing allowance has not been exhausted may use the remaining balance. The current maximum rates per child are:

<u>Age Group</u>	<u>Clothing Allowance</u>
0-4	Up to \$225
5-11	Up to 263
12-14	Up to \$300
15-18	Up to \$300

APPENDIX B UNIFORM FOSTER CARE RATE SETTING

Name – Child (Last, First, MI)	Birthdate – Child (mm/dd/yyyy)	Age – Child
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Name – Foster Parent(s)

Address – Foster Parent(s) (Street, City, State, Zip Code)	Telephone Number – Daytime
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Date – Child Placed in This Foster Home (mm/dd/yyyy)	Date – Supplemental Request (mm/dd/yyyy)
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<u>Basic Rate</u>	<u>Effective January</u>
<u>Age Group</u>	<u>2016</u>

0 – 4 years	\$384.00
5 – 11 years	\$420.00
12 – 14 years	\$478.00
15 – 18 years	\$499.00

Supplemental Payment Summary

Child’s Level of Need (LON)	
Provider’s Level of Care (LOC)	
Supplemental Points	
LON / LOC Value	
TOTAL Supplemental Rate \$	

Exceptional Payment

Recommended UFCR

Basic	\$ _____
+	
Supplemental	\$ _____
+	
Exceptional	\$ _____
=	
Total	\$ _____

Effective Date: _____

SIGNATURE – Worker

Date Signed

SIGNATURE – Rate Setter

Date Signed

APPENDIX C

Foster Care Respite Policy

PURPOSE: Respite Care is meant to provide a “break” or “rest” for the primary caregiver(s) of children placed in foster care who are residing in their home. Fostering children can be exhausting and can place stress upon members of the family. This increase in stress is especially evident when child(ren) placed in the home exhibit significant behavioral and emotional needs and/or have significant physical care needs. The respite that is used by the foster family is intended to relieve stress and prevent “burnout” and thereby reduce the chance of a disruption of the child’s placement. Appropriate use of respite services are an important part of the treatment for the children in foster care because prevention of disruption also prevents further trauma to the child.

Respite care is available to La Crosse County foster homes that are caring for children placed in their home. Respite care must be coordinated with a child's visitation or reunification plan (i.e. if child is having all day and/or overnight visits that is considered a break from caring for the child and respite is not earned or to be used in addition without prior approval from the department). Formal respite days, if received, are accrued each month but must be used by the end of the calendar year earned. Any unused respite will be lost as of January 1st.

Children who are in care for more than thirty (30) days must be assessed for a **level of need rating** (based on the Child Adolescent Strengths and Needs or CANS tool). Through the use of the CANS assessment tool, the child’s behavioral, emotional and/or physical care needs as well as functioning determine a level of need (LON) rating. Some of the scored items within the LON rating also calculate supplemental points. We have established a standardized system of determining how many days of respite the foster family will receive per calendar year for the identified foster child based on LON and supplemental points.

APPLICABILITY: This policy applies to all La Crosse County foster homes and La Crosse County foster children.

DEFINITIONS: Throughout the Permanency Resource Unit policies these definitions apply:

U.F.C.R. – Uniform Foster Care Rate (State of Wisconsin)

Supplemental/Exceptional – as defined per Ch DCF 56.23 (2) and (3)

Informal respite – unpaid, non-certified provider, informal connection to the child

Formal respite – paid, certified provider

Regular respite – the monthly allotment of authorized respite

Extended respite – respite that is longer than a two-day period.

POLICY/PROCEDURE:

- 1.) Respite shall be included in a child’s case plan and may be informal or formal. Informal respite should always be utilized, with the team’s approval, prior to formal respite. If informal respite is occurring regularly, foster parents will not be entitled to additional formal respite days per month. Exceptions will be determined on rare occasion a case-by-case basis and based on the needs of the child and the provider.
- 2.) Use of formal respite is at the discretion of the foster parents however, formal respite earned must be used within the calendar year as respite does not carry over into the next calendar year.
- 3.) All formal respite providers must have either a foster care license or a respite certificate, this includes a completed respite application, criminal background checks including fingerprinting, an interview with a Permanency Resource social worker, and a home inspection. The provider must also meet all insurance requirements **prior** to being designated as a certified respite provider for the La Crosse

County Foster Care program. All La Crosse County foster parents automatically qualify as a certified respite care providers for La Crosse County.

- 4.) Foster parents utilizing respite for the foster children residing in their home **may not** provide respite care to other foster children during the same period of time.
- 5.) **Initial** requests for regular respite care shall be made to the home's Permanency Resource worker not less than two weeks in advance of the dates that respite is needed unless an emergency exists. Respite needs will not automatically be identified at the time of the first rate setting.
- 6.) The Permanency Resource worker will assist the foster parents in selecting an appropriate provider and the foster parent will make final arrangements (i.e. set dates, times and arrange transportation). The foster parent can then utilize respite on an ongoing basis, consistent with the authorized amount.
- 7.) A request for **extended respite** care shall be made to the Permanency Resource worker not less than **fifteen (15) days** in advance of the dates that respite is needed unless an emergency exists.
- 8.) Respite care must be earned prior to use or must have the prior approval of the Permanency Resource Unit Supervisor. In emergency situations (i.e. hospitalization or death of family member) exceptions will be made.
- 9.) At the time of respite use, the foster parent must fill out the **Respite Care Agreement** form and provide this to the respite care provider.
- 10.) The respite care provider must complete the Respite Care Agreement, sign and send it to the agency. **All forms** must be received by the agency no later than the **third (3rd) day of each month** to receive payment for the services provided.
- 11.) The Permanency Resource Unit support staff will monitor respite care earned and respite care used for each child in placement.
- 12.) When Supplemental/Exceptional payment rates are set and take effect the following scale will be used to determine level of care, respite per placement year and respite rate:

2016 Rates

<u>CANS Supplemental Points</u>	<u>Days per placement year</u>	<u>Provider rate/day</u>
0 - 40	up to eighteen (18)	\$30.00 - 40.00
41+	up to twenty-four (24)	\$45.00 – 55.00

- 13.) The respite rate per day will become effective on the month following the rate setting and respite pay will not be retroactive unless previously approved by the Permanency Resource Unit supervisor.
- 14.) Additional respite provider qualifications are outlined in the new foster care licensing rule, Ch. DCF 56.21(3)(a-n)
- 15.) Four (4) respite children is the maximum allowable during any one respite period, or no more than eight (8) total (including all respite, biological, adopted, related or non-related visiting children, and adults requiring care and supervision) shall be in the care of the provider at the same time.
- 16.) Respite provided for a fraction of a day will be reimbursed as follows:
 - 7.5 – 20 hours = full daily rate
 - 4.5-7 hours = $\frac{3}{4}$ daily rate (i.e. for a child with a \$40 rate, provider would get 3/4 of \$40 for 4.5 – 7 hours of care: \$30.00)
 - 2.5 - 4 hours = $\frac{1}{2}$ daily rate (i.e. for a child with a \$40 rate, provider would get 1/2 of \$40 for 2.5 – 4 hours of care: \$20.00)
 - Up to 2 hours = $\frac{1}{4}$ daily rate (i.e. for a child with a \$40 rate, provider would get 1/4 of \$40 for respite up to 2 hours in length: \$10.00)

Respite utilized in increments less than 24 hours will be allowed only for emergency situations, care necessary while foster parents attend training, or upon approval of the Permanency Resource Unit supervisor.