

**LA CROSSE COUNTY DEPARTMENT OF HUMAN SERVICES
PURCHASE OF SERVICE CONTRACT**

CONTRACT NUMBER «ContractID»

I. PARTIES:

This contract 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, hereinafter referred to as Purchaser, and «VendorName», hereinafter referred to as Provider. This contract is to be effective for the period «EffectiveDate» through «TerminateDate».

II. CONTACT PERSONS AND CONTRACT ADMINISTRATORS:

Purchaser's employee responsible for administration of this contract will be Jason Witt, whose principal business address is 300 4th Street N, La Crosse, WI 54601. Provider's employee responsible for administration of this contract is «AdministratorName», whose principal business address is «StreetAddress», «CityName», «StateID» «ZipCode». If either party changes its contract administrator, it will notify the other party of the name and address of the new contact person in writing within 10 days of the change.

III. PURPOSE:

It is understood that Purchaser has entered into contracts with various departments of the State of Wisconsin. The purpose of this contract is to formalize the terms and conditions of the Provider's services to eligible clients receiving authorized services.

IV. STATUS OF PARTIES:

- A. Purchaser and Provider agree that each acts in an independent capacity in the performance of this contract and not as an employee or agent of the other. Provider acknowledges responsibility for collection and payment of social security and other payroll taxes and expenses associated with contracting services with Purchaser.
- B. Nothing contained in this Contract shall constitute or be construed to create a partnership or joint venture between the Purchaser and its successors or assigns and Provider and its successors or assigns. In entering into the Contract and in acting in compliance herewith, Provider is at all times acting and performing as an independent Provider, duly authorized to perform the acts required of it hereunder.
- C. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

V. PAYMENT FOR SERVICE:

Purchaser agrees to pay Provider for the services provided in accordance with this contract at the rate(s) specified in Appendix 1. Payment for Medicaid state plan services (as specified in s. 49.46 (2) Wis. Stats. and DHS 1.07 Wis. Admin. Code) for Medicaid recipients who are covered clients will occur through the Medicaid program in accordance with the Medicaid program policies and procedures.

- A. Provider agrees to bill Purchaser by the 5th of each month, but no later than sixty (60) calendar days from the last day of the month that the services were provided. In the case where the provider is awaiting a response from other third party payers, the provider shall submit the bill to the purchaser within forty-five (45) days from getting a response from all third party payers, but within a year from the date the service was provided. **For the Comprehensive Community Services (CCS) Program, payment of bills will be denied permanently unless received within 60-days from the last day of the month that the services were provided.** All billings and/or report of outstanding expenses shall be submitted to Purchaser no later than January 31st of the following year or payment will not be made. This report of outstanding expenses should include any claims that are still outstanding and/or waiting for a response from other third party payers, that could possibly be billed to the Purchaser.

- B. Provider agrees to bill Wisconsin Physicians Services (WPS) Health Insurance for services funded through Children's Long Term Support Waiver (CLTSW) Program as outlined in Appendix 12.
- C. Claims will be submitted on forms deemed appropriate by Purchaser as documentation of services provided. If applicable, Provider agrees to bill and collect payment from other third party payers (Medicare, insurance, other health liability) prior to submitting bills to Purchaser. Purchaser will in this case be the payer of last resort. **This is not applicable to services authorized by the Comprehensive Community Services (CCS) program. With CCS, Purchaser is responsible for billing all third party payers and Provider should only bill Purchaser.**
- D. For services performed under this contract and provided to an eligible client, the Provider agrees to accept payments made by the Purchaser and/or any third party payers as payment in full and will not bill clients or the State of Wisconsin for amounts not fully paid by the Purchaser. This provision continues in effect even if the Purchaser becomes insolvent.
- E. Purchaser shall reject any claim that does not include the elements of a clean claim. Purchaser shall send the rejected claim back to the Provider for correction. For the Comprehensive Community Services (CCS) Program, no processing and payment of any claims will occur until a clean claim is received. Claims must be clean and submitted to purchaser within 60 days from the last day of the month that the service was provided to qualify for processing and payment by Purchaser. Claims filed after the 60 days will not be paid.
- F. Clean claims are those claims that are submitted to the Purchaser which are completely and correctly filled out, and do not require correction, editing or resubmission by the claiming agency (Provider)
Elements of a clean claim are as follows:
 - 1. Client Name
 - 2. Number of units of service provided by day or by month.
 - 3. Total fee
 - 4. Amount paid by third party payer (if applicable)
 - 5. Net fee
 - 6. Dates of Service (one calendar month on an invoice)
 - 7. If applicable, PPS item codes (this number is listed as the SPC Code on the Service Authorization).
 - 8. Contract Rate

Invoice submitted must match provider notes submitted.

If applicable, performing providers shall be listed accurately with the respective educational degree for each service provided. Please note it is the provider's responsibility to update La Crosse County Human Services (LCHS) Quality Assurance Unit as new performing providers start employment or there is a change in degree status or name, prior to submission of claims.

VI. FALSE CLAIMS AND WHISTLEBLOWER PROTECTION

- A. La Crosse County has adopted a False Claims and Whistleblower Protection Education Policy for certain Purchaser and Provider employees. The purpose of this policy is to provide information to employees and Providers of Purchaser regarding certain federal and state laws that concern the submission of false and fraudulent claims for payment to the government.
- B. False Claims:
 - 1. Providers, their agents, employees or subcontractors shall not make fraudulent or false claims related to health care programs.
 - 2. Rule violations may result in the imposition of penalties under state and federal law.
 - 3. Rule Violations. The following conduct is prohibited:
 - a. Knowingly making false statements on a cost report.
 - b. Knowingly falsifying records such as treatment plans to maximize payments.
 - c. Falsifying certificates of medical necessity or billing for services not medically necessary.

- d. Unlawfully giving health care providers inducements in exchange for services or referrals.
 - e. Knowingly submitting bills for services never performed.
- C. Whistleblower Protections:
- a. A variety of state and federal statutes protect an employee who opposes an illegal act, files a complaint or report with a governmental agency, cooperates in a governmental investigation, or testifies in a legal proceeding. Commonly referred to as *whistleblower or anti-retaliation statutes*, these laws generally prohibit employers from discharging or otherwise discriminating against an employee who engages in such conduct.
 - b. For example, employees who report false or fraudulent claims violations are protected under state and federal law from any retaliation for doing so.
 - c. Individuals within an organization who observe activities or behavior that may violate the law in some manner and who report their observations either to management or to governmental agencies are provided protections under the Federal False Claims Act (FCA); Wisconsin Statutes section 146.997; and La Crosse County Policy governing Retaliation Protection Law for Health Care Workers.

VII. RECORDS AND REPORTING:

- A. The Provider shall maintain such records and financial statements as required by Local, State and Federal laws, rules and regulations.
- B. Individuals shall have access to their records in accordance with applicable state or federal law. Provider shall use its best efforts to make records available to eligible clients or their authorized representatives within ten (10) working days of the record request.
- C. Provider shall have procedures to provide for the prompt transfer of records and exchange of information to Purchaser and other providers for the purposes of managing the eligible client's medical and long term care and providing referral services.
- D. The use or disclosure, as well as access to, any information by any party concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the person or their legal guardian.
- E. The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in the format specified by the Purchaser.
- F. Provider shall maintain and, upon request, furnish to Purchaser any information requested by Purchaser relating to the quality and quantity of services covered by this contract.
- G. Provider shall maintain written description of care and service verification, including the dates of services performed for all the purchased services rendered, as specified by Purchaser. Provider shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the services provided.
- H. Provider agrees to maintain and preserve its accounting and other financial management records pertaining to this contract in a form and manner consistent with all applicable state and federal laws and principles of proper accounting and financial management.
- I. If the Provider subcontracts any part of this Contract, the Provider is responsible for fulfillment of the terms of the Contract and shall give prior notification of such subcontracting to the Purchaser for approval.
- J. Provider agrees to provide a copy of any record produced or collected as a result of this Contract to the Purchaser, upon request, to enable Purchaser to comply with any request under the Wisconsin Public Records Law.
- K. Provider agrees that there shall be no charge to Purchaser for any requested copies of records produced or collected as a result of this Contract.

VIII. CIVIL RIGHTS COMPLIANCE

- A. Provider agrees to comply with all non-discrimination requirements and all applicable affirmative action and civil rights compliance laws and regulations, both state and federal, including those listed at <https://www.dhs.wisconsin.gov/civil-rights/index.htm>.
- B. Documentation demonstrating compliance with this article will be available for review and submission upon request of Purchaser.

IX. CLAIMS DISPUTE, APPEALS AND GRIEVANCES:

- A. If Provider wishes to dispute a claim denial or claims payment, it may request that the Purchaser reconsider its action by filing a written request with Purchaser's Financial Manager within sixty (60) days of Purchaser action. Provider may appeal Purchaser's reconsideration decision or failure of the Purchaser to respond within forty-five (45) days of a reconsideration request, by filing a written request to the State of Wisconsin within sixty (60) days of the Purchaser's final decision or failure to respond. In filing a request for reconsideration or appeal, Provider shall clearly mark it as an "appeal" and indicate the Provider's name and address, date of service, date of billing, date of rejection, and reasons for Provider's request for reconsideration or appeal.
- B. If Provider wishes to dispute a CLTSW claims denial or claims payment, Provider will need to submit a claims resolution form to the Purchaser with supporting documentation (i.e. copy of Explanation of Benefits) and a reason for the request. When the review is completed, Purchaser will notify Provider of the result.
- C. Purchaser shall be notified in writing of all written complaints filed against the Provider, related to services performed hereunder. Provider agrees to fully cooperate with Purchaser in researching and resolving complaints and grievances regarding Provider's services. Such cooperation will include furnishing information to Purchaser within fifteen (15) working days of its request. If the Provider does not meet the fifteen (15) working day requirement, the Provider must explain why and indicate when the records will be provided. Purchaser shall inform the Provider in writing with their understanding of the resolution of the complaint.

X. ACCESS TO SERVICES, PREMISES AND RECORDS:

- A. Provider must not create barriers to access of necessary services by any requirements it imposes. At Purchaser's request, Provider will submit to Purchaser any policies and procedures it develops that are material to providing services so that Purchaser is able to assure that barriers are not created.
- B. Provider certifies that services will be conducted in compliance with federal and state Civil Rights Compliance regulations. The United States Department of Justice and/or the State of Wisconsin retain the right to seek the enforcement of these regulations.
- C. Provider shall allow duly authorized representatives of the Purchaser, State of Wisconsin, or Federal Government, during normal business hours, access to its premises to inspect, audit, monitor or otherwise evaluate the performance of Provider and its subcontractors, if any.
- D. In the event access is requested, Provider shall make staff available to assist in the audit or inspection effort and provide adequate space on the premises to reasonably accommodate personnel. All inspections and audits will be conducted in a manner that will not unduly interfere with the performance of the Provider's activities.
- E. Purchaser and duly authorized state and federal representatives shall have the right upon request to inspect, examine, or copy records, including individual records, pertaining to this contract and maintained by the Provider.
- F. 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.

XI. WITHHOLDING:

- A. Purchaser may withhold any payments otherwise due to Provider if Provider fails to perform in accordance with this contract, and may hold the payments until Provider corrects its failure to perform.
- B. Purchaser may withhold any new authorizations and/or admissions if Provider is found to be in violation of this contract.

XII. LIABILITY OF PURCHASER:

Purchaser and Provider acknowledge that Purchaser has legal liabilities under its contract with various State and Federal agencies and that nothing herein shall relieve, or be construed to relieve, Purchaser of its obligations under those contracts. Any term in this contract that is later determined to be inconsistent with Purchaser's obligations under its contract with the above stated agencies, or that in any way terminates Purchaser's legal liability to the above stated agencies, shall become null and void.

XIII. LICENSURE AND CERTIFICATION:

- A. If applicable, Provider shall maintain required licensure, certification, and/or accreditation during the term of this contract and provide evidence of such to Purchaser upon execution of this contract. If Provider fails to provide this to Purchaser, sanctions in Section XI. Withholding will apply.
- B. Provider shall immediately notify Purchaser of any changes or threatened changes to its Medicaid certification/licensure or other certification or accreditation.

XIV. EXCLUSION FROM STATE AND FEDERAL HEALTH CARE PROGRAMS:

Both parties represent and warrant that Provider and Purchaser and their owners and employees are not excluded from participation, in any Federal health care programs, as defined under 42 U.S.C. S. 1320a-7b(f), or any form of state Medicaid program, and to each party's knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. Each party agrees to notify the other party of the commencement of any such exclusion or investigation within seven (7) business days of first learning of it. Both parties shall have the right to immediately terminate this contract upon learning of any such exclusion and shall be kept apprised by the other party of the status of any such investigation.

XV. QUALITY ASSURANCE/QUALITY IMPROVEMENT PROGRAMS

- A. Provider agrees to participate to the extent requested by Purchaser in Purchaser's quality assurance/quality improvement programs and procedures.
- B. Provider shall meet reporting requirements imposed by Purchaser for the purposes of reviewing and auditing Provider's performance under this contract and Purchaser's performance under its contracts with State and Federal agencies. Specifically, Provider shall timely provide all utilization data, in the agreed upon format by Purchaser, which is requested by Purchaser related to Provider's quality assurance/quality improvement programs and utilization review.
- C. Provider will participate in outcome measurements, as required by each service category. These outcomes will be reported on a quarterly basis in a format specified by Purchaser. If Provider fails to measure and report on outcomes, sanctions in Section XI. Withholding will apply.

XVI. SAFETY:

- A. Provider attests to meeting applicable OSHA requirements and similar state and federal laws. If requirements and laws conflict, Provider attests to meeting the most stringent.

XVII. INDEMNIFICATION:

- A. The Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused

by any wrongful, intentional, or negligent act or omission of the Provider, or its (their) agents and/or subcontractors which may arise out of or are connected with the activities covered by this Contract. Provider shall indemnify and hold Purchaser harmless from any award of damages and costs against Purchaser for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Contract.

- B. Purchaser agrees that it shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributed to the acts or omissions of its respective officers or employees as they relate to this Contract.

XVIII. INSURANCE

A. Provider agrees that in order to protect itself as well as Purchaser and La Crosse County, its officers, Boards, and employees 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:

- i. Workers' Compensation: minimum amount statutory
- ii. Comprehensive general liability: \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
- iii. Auto Liability (if applicable): \$1,000,000 per occurrence and in aggregate for bodily injury and property damage
- iv. Professional Liability (if applicable): minimum amount \$500,000
- v. Excess Liability Coverage: \$1,000,000 over the General Liability and Automobile Liability Coverages.

- B. Upon execution of this contract, the Provider shall furnish Purchaser with written verification of the existence of such insurance required in Section XVIII.A. above. If Provider does not furnish written verification, sanctions in Section XI. Withholding will apply. The Purchaser shall be given thirty (30) days advanced written notice of any cancellation or non-renewal of insurance during the term of this contract. Provider may list Purchaser as additional insured on the insurance policy.
- C. 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. Purchaser shall cooperate with Provider and its attorneys in defense of any action, suit or other proceeding.

XIX. AUDIT REQUIREMENTS (see Appendix 3 for specific requirements):

- A. The Provider shall submit **one electronic** copy of an annual agency-wide audit to the Purchaser if the total amount of annual governmental funding through this and other contracts is \$100,000 or more.
- B. The audit shall be in accordance with the requirements of OMB Uniform Guidance "Audits of State, Local Government, and Non-Profit Organizations" (online at www.whitehouse.gov/omb/circulars) 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 (SSAG) (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>), if the provider is a local government that meets the criteria of OMB Uniform Guidance for needing an audit in accordance with that Circular or
 - Department-specific appendices of SSAG (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>), for all other providers.
- C. The Provider agrees to electronically deliver to the Purchaser **one** copy of the resultant audit report no later than 180 days after the completion of the Provider's fiscal year.
- D. The Purchaser shall notify the Provider within 180 days of receipt of the audit completed by the independent auditor, whether or not the audit meets the requirements of the audit guidelines.
- E. In the event that the Provider fails to have an appropriate audit performed or fails to provide it to the Purchaser within the specified timeframes, the Purchaser will follow the appropriate steps in the Human Services Vendor Audit Policy which are:

1. A reminder email will be sent out to the provider if the audit is not received 180 days after year-end. An extension of up to 90 days may be granted at that time if the Provider submits the request in writing to La Crosse County Human Services. The extension will be granted in writing from La Crosse County Human Services to the Provider.
 2. If the audit is not received by 270 (180 + 90) days after the Provider's year-end, the Provider will stop receiving payment for services until the Provider provides La Crosse County Human Services with an engagement letter from their auditor. At the time La Crosse County Human Services receives the engagement letter from the Provider, payment for services will resume and back payments that were held will be made within 45 days.
 3. If the Provider's audit report is not received by 360 (270 + 90) days after the Provider's year-end, the provider will stop receiving payment for services until the Provider provides La Crosse County Human Services with the audit report. If the Provider has not provided La Crosse County Human Services with an engagement letter from an auditor, La Crosse County Human Services will evaluate whether to hire an auditor to perform the Provider's audit. The payments being held will be used to pay the auditor for the audit, not to exceed a predetermined hourly rate multiplied by the number of hours reported by the auditor. At the time when La Crosse County Human Services receives the Provider's audit report, payment for services will resume and back payments that were held will be made within 45 days. La Crosse County Human Services will subtract the amount La Crosse County Human Services paid to the auditor from the amount owed to Provider or may serve the Provider with a 60-day written termination notice.
- F. When contracting with an audit firm, Provider shall authorize its auditors to provide access to applicable work papers, reports, and other materials generated during the audit to the appropriate representatives of the Purchaser and the State and/or Federal Government. Such access shall include the right to obtain copies of applicable work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- G. Since contracts with group homes and residential care centers for out-of-home care for children AND adult family homes and CBRF's for residential care for adults constitute a vendor relationship, they are not subject to OMB Uniform Guidance, although these agencies may still need to have single audits if they are non-profit and if they expend more than \$750,000 in federal awards for other activities. Therefore, group homes, residential care centers, adult family homes and community-based residential facilities will typically need to have audits in accordance with the provisions of the department specific appendices of the SSAG.
- H. If Provider feels that a waiver of the audit requirement should be granted, Provider should initiate the waiver request before the Purchase of Service Contract is signed by the Provider. Providers of goods only are not required to submit an audit report.

XX. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES:

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this contract from Provider will be determined by Purchaser. An individual is entitled to the right of an administrative hearing concerning eligibility and the Purchaser shall inform individuals of this right.

XXI. 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 State of Wisconsin shall serve to terminate this contract, except as further agreed to by the parties hereto. This contract is not assignable by Provider either in whole or in part, without the prior written consent of Purchaser.
- B. Provider must be in compliance with the provisions and requirements of Title 2 CFR Part 200 http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5#_top.
- C. Nothing contained in this contract shall be construed to supersede the lawful powers and duties of either party.

- D. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- E. It is further understood, that if this contract was awarded pursuant to a Request For Proposal or Preferred Provider Solicitation Package, that the requirements in those solicitations, along with proposal from the Provider, shall be considered a part of this contract.
- F. Providers of services that are funded through grants, where the Purchaser is the fiscal agent, agree to abide by the Purchaser's travel policy's reimbursement rate structure.

XXII. CONTRACT SANCTIONS, REVISIONS, RENEWAL, AND/OR TERMINATIONS:

- A. This contract can be terminated for any reason by 60-day written notice by either party.
- B. In the event that Purchaser is audited and found to be in non-compliance with auditors' requirements relating to actions of the Provider (i.e. inadequate documentation, background checks, training hours, etc.), the Provider shall be held financially responsible for any cost to Purchaser as a result of auditors findings.
- C. Failure to comply with any part of this Contract may be considered cause for revision, suspension or termination.
- D. Revision of this contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.
- E. This contract may be terminated or suspended due to deficiencies in quality or quantity of services. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser shall determine whether such inability will require a revision or early termination of this Contract.
- F. If Purchaser finds it necessary to terminate the contract prior to the contract 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.
- G. In the event that the contract is terminated or not renewed by either Purchaser or Provider, Provider agrees to cooperate in transitioning services provided to eligible clients under this contract to Purchaser or to another Provider designated by Purchaser.
- H. 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 law or regulations or court action; 3) monies available affecting the substance of this contract.
- I. The Purchaser reserves the right to cancel any contract in whole or in part without required notice and without penalty due to non-appropriation of funds by the State of Wisconsin, County of La Crosse or any other funding source.
- J. Chapter 50.03(14), Wis. Stats., governs the closing of a Community Based Residential Facility (CBRF). It states that, upon DHS approval of the facilities plan to relocate its residents (or the imposition of such a plan by the DHS), the facility must establish a closing date not earlier than 90 days from the date of DHS approval or imposition of the relocation plan when 5 to 50 residents will be relocated. This same statute also requires a minimum of 120 day period when more than 50 residents will be relocated.
- K. Annual rate adjustments for multi-year contracts will be made automatically following the July Consumer Price Index for Urban Regions (CPI-U).
 - 1. The rate will be determined from tables from the U.S Department of Labor-Bureau of Labor Statistics for the Midwest Urban region for areas of 50,000 or more.
 - 2. Should the CPI-U ever be less than 0%, the provider rates will stay the same as the current year. Should the CPI-U be more than 3%, Provider rates will go up 3%.
 - 3. Automatic Rate Adjustments exclude services that are purchased at Retail Price, Market Rate and reimbursement rates set by the State (i.e. children's group homes/residential care centers, CLTSW, etc.) Also excluded are some contracted rates that are covered by grant funding which does not increase annually.

4. Rates agreed upon for more than one year will appear in Appendix 1, if agreed upon at the onset of the contract period, or will be done through an addendum to the contract at the time the current period is ending.
5. If Purchaser and Provider fail to agree to these automatic rate changes, the contract will terminate at the end of the current period.

XXIII. HIPAA COMPLIANCE

- A. 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.
- B. If Provider is considered to be a "Business Associate", as determined by the Purchaser, the Provider will receive a Business Associate Agreement under separate cover.

XXIV. SOCIAL MEDIA, PICTURE TAKING, VIDEO AND AUDIO RECORDING

- A. Provider is prohibited from publishing any written articles, pictures or video of any client that receives services under this contract unless Purchaser specifically approves of the intended written information or pictures to be released. The provider is prohibited from publishing any written articles, pictures or video of any client, client belongings or client activities whether the client is identified or not. All reference to clients of the La Crosse County Department of Human Services is strictly prohibited. Further the Provider is prohibited from publishing any written articles, pictures or video of any client family member or person visiting the client that receives services under this contract unless Purchaser specifically approves of the intended written information or pictures to be released. Provider is prohibited to publish any anonymous article(s) that could be linked back to a specific client, client family member or person visiting the client that receives services under this contract.
- B. Publishing or image creation of actual program recipients and/or clients in any form of social media is prohibited. Prohibited publishing of client written information or images includes, but is not limited to newspaper, newsletters, Facebook, Twitter, Caring Bridges, Blogs, any internet websites, any social media. Prohibited publishing and image sharing includes any form of electronic exchange, personal camera, cell phones, internet websites, social media and any websites, media or social media that is not listed or websites or media forms created in the future.
- C. Exceptions to XXIV.A. and B. can occur only when a client has completed and signed off on La Crosse County's Social Media Consent/Release Form or other form acceptable to Purchaser.

XXV. APPENDICES

The following Appendices are attached and considered part of this Contract:

- Appendix 1 – Reimbursement for Authorized Services
- Appendix 2(1) – Family and Children's Section Authorization Procedures
- Appendix 2(2) – Integrated Support and Recovery Services Section Authorization Procedures
- Appendix 2(3) – Justice Support Services Authorization Procedures
- Appendix 3 – Audit Requirements (**due 180 days after Provider Year End**)
- Appendix 5 – Certification Regarding Debarment and Suspension (**sign & return**)
- Appendix 6 – Certification Regarding Lobbying (**sign & return**)
- Appendix 7 – Caregiver Background Check (**sign & return**)
- Appendix 8 – Business Continuity Plan and Disaster Plan (**complete and return**)
- Appendix 9 – Integrated Support and Recovery Services Confidentiality Contract
- Appendix 10 – Community Recovery Services (CRS) Requirements (**complete and return**)
- Appendix 11 – Comprehensive Community Services (CCS) Program Information

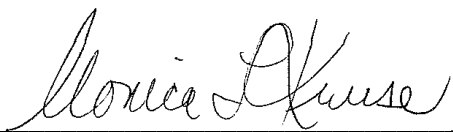
_____ Appendix 12 – Children’s Long Term Support Waiver (CLTSW) Requirements
_____ **(complete and return)**

XXVI.SIGNATURES:

- A. This contract is agreed upon and approved by the authorized representatives of La Crosse County Department of Human Services and «VendorName».
- B. The parties in execution of this contract certify that each has lawful authority to enter the agreement and that each has read and agreed to abide by all of its terms.
- C. If Provider does not return a signed copy of this contract within 45 days of Purchaser's signature date, Purchaser will withhold payment until it is received.

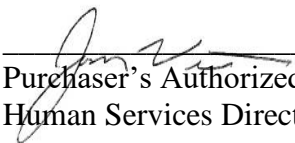
«VendorName»
«ContractID»
Provider's Authorized Representative
Title:

Date



Purchaser's Authorized Representative
County Board Chair

«PublishDate»
Date



Purchaser's Authorized Representative
Human Services Director

«PublishDate»
Date

APPENDIX 1(Page 1) – REIMBURSEMENT FOR AUTHORIZED SERVICES

PURCHASER AND PROVIDER AGREE:

Reimbursement for authorized services provided to eligible clients will be determined in accordance with this Appendix.

The maximum payment under this contract is

The Provider agrees that the total amount to be paid pursuant to the Contract shall not exceed an amount equal to the number of authorized actual units of service delivered by the Provider multiplied by the appropriate unit rate set forth below.

No Minimum Requirement – It is understood and agreed by all parties that the Purchaser assumes no obligation to purchase from Provider any minimum amount of services as defined in the terms of this contract.

Method of Payment:

Purchaser will reimburse Provider monthly, based on billed authorized units of service delivered, at the agreed upon rate.

If Rate below indicates “Quote”, a written quote is **required** prior to each purchase.

If Rate below indicates “MA Rates”, Purchaser will reimburse Provider monthly based on current Medical Assistance (MA) rates as published by the Wisconsin Medical Assistance Program. Providers are reimbursed at the lesser of their billed amount or the maximum allowable fee for the procedure. Provider will bill Purchaser using MA Procedure Codes per service.

If services listed below are for treatment foster care, the administrative portion of the rate will be paid to the Provider listed in this contract. The client-specific care portion will be paid directly to each treatment foster home.

If services listed below are funded by the Children’s Long Term Support Waiver program, rates contracted are the statewide maximum rate and providers should bill their usual and customary service rate up to that amount.

The rates below are effective for the current period (generally calendar year of contract effective date) and not the full term of the Contract, unless otherwise agreed upon.

<u>Service Description</u>	<u>Rate</u>	<u>Unit Type</u>	<u># of Units</u>	<u>Total Amount</u>
_____	_____	_____	_____	_____

APPENDIX 2 (1) - FAMILY AND CHILDREN'S SECTION AUTHORIZATION PROCEDURES:

- A. Provider agrees to comply with Purchaser's process to receive required prior authorization for providing the services under this contract.
- B. All services provided to eligible clients under this Contract must be authorized by Purchaser prior to the delivery of services, and the total services provided each month to individual clients under this Contract may not exceed the amounts authorized by Purchaser. A Social Worker and the eligible client will develop a Treatment Plan. An Individual Service Plan (ISP) will specify each and every service to be authorized by the Purchaser. A written (and/or electronic) authorization for each and every service to be provided will be sent (either electronically or via mail) to the service provider specifying the specific service to be provided, the amount of service (number of units) to be provided, the funding source and/or the duration of the service to be provided. Provider may request additional service authorization(s) (new/additional service(s)) or extensions of existing authorizations by contacting the Social Worker. Requests for new/additional or extensions of existing authorizations MAY be considered by the Purchaser, but the mere factor of a request does not in any way imply that there will be any change in service level, service type or duration of service. The final decision for any change or increase in services rests with the Purchaser.
- C. It is understood that the final authority for determining client eligibility for service and the amount of services to be provided to individual clients rest with Purchaser and that Provider will not be reimbursed for unauthorized services provided to clients or provided in amounts that exceed those authorized for individual clients. Also, Provider will not be reimbursed for providing services to clients who have lost their eligibility for services, if such services have been provided after the Provider receives notice of loss of eligibility.
- D. Provider must comply with Purchaser's Service Authorization Procedures to be reimbursed for client services provided under this contract.
- E. Provider will initiate services on the date indicated in the Purchaser's Service Authorization, and will immediately report to the Purchaser any anticipated lag or delay in the provision of services.
- F. Provider agrees to provide services to clients each month only in the amounts authorized by Purchaser and to accept full responsibility for the cost of any services provided by Provider that exceed the amounts authorized by Purchaser. Under no circumstances shall Provider seek payment from Purchaser, or client, for the cost of services exceeding the total amount(s) authorized under this Contract.
- G. Provider agrees that services will be available to eligible clients throughout the entire period of this Contract and to accept all clients referred by Purchaser as long as Provider has capacity to serve authorized clients.
- H. Provider may not transfer a client from one category of care or service to another without written authorization by the Purchaser. In case of urgent or emergency service need, telephone authorization will be permitted.
- I. In instances when the Provider feels that a client needs additional services immediately, due to a change in condition or level of care, the Provider may get this prior authorization by contacting the Social Worker/Supervisor during regular business hours. If the prior authorization is needed outside of regular business hours, the Provider can contact the on-call Social Worker by phone. The Purchaser will furnish the Provider the phone number to use in such instances.
- J. Purchaser reserves the right to withdraw any client from the program, service, institution or facility of the Provider at any time when in the judgment of Purchaser it is in the best interest of Purchaser or the client to do so.
- K. Purchaser shall notify its providers, if applicable, of different procedures than A-J.

**APPENDIX 2 (2) – INTEGRATED SUPPORT AND RECOVERY SERVICES SECTION
AUTHORIZATION PROCEDURES:**

- A. Provider agrees to comply with Purchaser's process to receive required prior authorization for providing the services under this contract.
- B. All non-emergency services provided to eligible clients under this Contract must be authorized by Purchaser prior to the delivery of services and the total services provided each month to individual clients under this Contract may not exceed the amounts authorized by Purchaser. Detoxification services do not require prior authorization but do require that the Purchaser be notified within 24 hours of the initiation of the service, exclusive of weekends and holidays. The Crisis Mobile Outreach service must prior authorize Crisis Stabilization services. **The Crisis Mobile Outreach Service must be notified and be given the opportunity to participate in the decision to hospitalize before admissions to Mental Health Inpatient Services.** A written (and/or electronic) authorization will be furnished to the service provider specifying the service to be provided, the amount of service (number of units) to be provided and/or the duration of the service to be provided. Provider may request additional service authorization(s) or extensions of existing authorizations by contacting the case manager. Requests for new/additional or extensions of existing authorizations MAY be considered by the Purchaser, but the mere factor of a request does not in any way imply that there will be any change in service level, service type or duration of service. The final decision for any change or increase in services rests with the Purchaser.
- C. It is understood that the final authority for determining client eligibility for service and the amount of services to be provided to individual clients rest with Purchaser and that Provider will not be reimbursed for unauthorized services provided to clients or provided in amounts that exceed those authorized for individual clients. Also, Provider will not be reimbursed for providing services to clients who have lost their eligibility for services, if such services have been provided after the Provider receives notice of such loss of eligibility.
- D. Provider must comply with Purchaser's Service Authorization Procedures to be reimbursed for client services provided under this contract.
- E. Provider will initiate services on the date indicated in the Purchaser's Service Authorization, and will immediately report to the Purchaser any anticipated lag or delay in the provision of services.
- F. Provider agrees to provide services to clients each month only in the amounts authorized by Purchaser and to accept full responsibility for the cost of any services provided by Provider that exceed the amounts authorized by Purchaser. Under no circumstances shall Provider seek payment from Purchaser, or client, for the cost of services exceeding the total amount(s) authorized under this Contract.
- G. Provider agrees that services will be available to eligible clients throughout the entire period of this Contract and to accept all clients referred by Purchaser as long as Provider has capacity to serve authorized clients.
- H. Provider may not transfer a client from one category of care or service to another without written authorization by the Purchaser.
- I. In instances when the Provider feels that a client needs additional services immediately, due to an emergency, the Provider may follow the procedures for emergency services above. Assistance with emergencies can be obtained by contacting the Crisis Mobile Outreach worker. The Purchaser will furnish the Provider with information on how to access Mobile Outreach.
- J. Purchaser reserves the right to withdraw any client from the program, service, institution or facility of the Provider at any time when in the judgment of Purchaser it is in the best interest of Purchaser or the client to do so.
- K. Purchaser shall notify its providers, if applicable, of different procedures than A-J.

APPENDIX 2 (3) – JUSTICE SUPPORT SERVICES AUTHORIZATION PROCEDURES:

- A. Provider agrees to comply with Purchaser's process to receive required prior authorization for providing the services under this contract.
- B. All non-emergency services provided to eligible clients under this Contract must be authorized by Purchaser prior to the delivery of services and the total services provided each month to individual clients under this Contract may not exceed the amounts authorized by Purchaser. A written (and/or electronic) authorization will be furnished to the service provider specifying the service to be provided, the amount of service (number of units) to be provided and/or the duration of the service to be provided. Provider may request additional service authorization(s) or extensions of existing authorizations by contacting the case manager. Requests for new/additional or extensions of existing authorizations MAY be considered by the Purchaser, but the mere factor of a request does not in any way imply that there will be any change in service level, service type or duration of service. The final decision for any change or increase in services rests with the Purchaser.
- C. It is understood that the final authority for determining client eligibility for service and the amount of services to be provided to individual clients rest with Purchaser and that Provider will not be reimbursed for unauthorized services provided to clients or provided in amounts that exceed those authorized for individual clients. Also, Provider will not be reimbursed for providing services to clients who have lost their eligibility for services, if such services have been provided after the Provider receives notice of such loss of eligibility.
- D. Provider must comply with Purchaser's Service Authorization Procedures to be reimbursed for client services provided under this contract.
- E. Provider will initiate services on the date indicated in the Purchaser's Service Authorization, and will immediately report to the Purchaser any anticipated lag or delay in the provision of services.
- F. Provider agrees to provide services to clients each month only in the amounts authorized by Purchaser and to accept full responsibility for the cost of any services provided by Provider that exceed the amounts authorized by Purchaser. Under no circumstances shall Provider seek payment from Purchaser, or client, for the cost of services exceeding the total amount(s) authorized under this Contract.
- G. Provider agrees that services will be available to eligible clients throughout the entire period of this Contract and to accept all clients referred by Purchaser as long as Provider has capacity to serve authorized clients.
- H. Provider may not transfer a client from one category of care or service to another without written authorization by the Purchaser.
- I. Purchaser reserves the right to withdraw any client from the program, service, institution or facility of the Provider at any time when in the judgment of Purchaser it is in the best interest of Purchaser or the client to do so.
- J. Purchaser shall notify its providers, if applicable, of different procedures than A-I.

**APPENDIX 2 (4) – AGING & DISABILITY RESOURCE CENTER (ADRC) OF LA CROSSE COUNTY
SECTION AUTHORIZATION PROCEDURES:**

- A. Provider agrees to comply with Purchaser's process to receive required prior authorization for providing the services under this contract.
- B. All services provided to eligible clients under this Contract must be authorized by Purchaser prior to the delivery of services, and the total services provided each month to individual clients under this Contract may not exceed the amounts authorized by Purchaser. A written (and/or electronic) authorization for each and every service to be provided will be furnished to the service provider specifying the specific service to be provided, the amount of service (number of units) to be provided, the funding source and/or the duration of the service to be provided. Provider may request additional service authorization(s) (new/additional service(s)) or extensions of existing authorizations by contacting the Purchaser. Requests for new/additional or extensions of existing authorizations MAY be considered by the Purchaser, but the mere factor of a request does not in any way imply that there will be any change in service level, service type or duration of service. The final decision for any change or increase in services rests with the Purchaser.
- C. It is understood that the final authority for determining client eligibility for service and the amount of services to be provided to individual clients rest with Purchaser and that Provider will not be reimbursed for unauthorized services provided to clients or provided in amounts that exceed those authorized for individual clients. Also, Provider will not be reimbursed for providing services to clients who have lost their eligibility for services, if such services have been provided after the Provider receives notice of loss of eligibility.
- D. Provider must comply with Purchaser's Service Authorization Procedures to be reimbursed for client services provided under this contract.
- E. Provider will initiate services on the date indicated in the Purchaser's Service Authorization, and will immediately report to the Purchaser any anticipated lag or delay in the provision of services.
- F. Provider agrees to provide services to clients each month only in the amounts authorized by Purchaser and to accept full responsibility for the cost of any services provided by Provider that exceed the amounts authorized by Purchaser. Under no circumstances shall Provider seek payment from Purchaser, or client, for the cost of services exceeding the total amount(s) authorized under this Contract.
- G. Provider agrees that services will be available to eligible clients throughout the entire period of this Contract and to accept all clients referred by Purchaser as long as Provider has capacity to serve authorized clients.
- H. Provider may not transfer a client from one category of care or service to another without written authorization by the Purchaser. In case of urgent or emergency service need, telephone authorization will be permitted.
- I. Purchaser reserves the right to withdraw any client from the program, service, institution or facility of the Provider at any time when in the judgment of Purchaser it is in the best interest of Purchaser or the client to do so.
- J. Purchaser shall notify its providers, if applicable, of different procedures than A-I.

APPENDIX 3

AUDIT REQUIREMENTS

- A. Provider must cooperate with the Purchaser in establishing costs for reimbursement purposes.
- B. An entity that receives less than \$100,000 in governmental funding is not required to have an audit of any kind.
- C. Provider must maintain a uniform double entry accounting system compatible with cost accounting and control systems. (See Allowable Cost Policy Manual)
- D. Providers that are required to do an audit in accordance with the department specific appendices of the State Single Audit Guidelines should also submit the following, when applicable:
 - Non-profit providers shall include a Reserve Supplemental Schedule in their audit reports and this schedule shall also be by contract or service category. Any reserves exceeding the reserve cap on the Purchaser's contract, per Wis. Stats. 46.036(5m) and 49.34(5), shall be returned to the Purchaser over a period of time mutually agreed upon by both parties, withheld from future payments, or through a future rate adjustment. The "Reserve Supplemental Schedule" will assist Provider in determining excess reserves.
 - For-profit providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract or by service category. Any profit exceeding the allowable profit on the Purchaser's contract, per Wis. Stats. 46.036(3)(c) and 49.34(5), shall be returned to the Purchaser over a period of time mutually agreed upon by both parties, withheld from future payments, or through a future rate adjustment. The "Allowable Profit Supplemental Schedule" will assist Provider in determining excess profits.
- E. According to many department specific appendices of the SSAG, the requirement of audits specifically refers to care and services purchased. Therefore, providers of **goods only** are not required to submit an audit. If you are a provider of goods and services, then you may be required to submit an audit.
- F. This provision does not absolve the provider from needing to meet any federal audit requirements that may be applicable or any audit requirements of other contracts.

APPENDIX 5

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief that the applicant defined as the primary participant in accordance with 45 CFR Part 76, and its principles:

- (1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
- (2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (3) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be placed after the assurances page.

The applicant agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction". Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

BY _____

Date _____

(Signature of official authorized to sign)

«VendorName»

APPENDIX 6

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
(Signature of Official Authorized to Sign Application)

Date: _____

For: «VendorName»

APPENDIX 7

CAREGIVER BACKGROUND CHECKS:

- A. Provider shall comply with the provisions of DHS 12, Wis. Admin Code.
- B. Provider shall conduct background checks at its own expense of all employees assigned to do work, with direct client contact, for the Purchaser under this contract.
- C. Provider shall conduct background checks with other states where the employee has lived, any time an employee required to have a background check, has lived out of state within the last 3 years.
- D. Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, and the Department of Regulation and Licensing as well as out of State records, tribal court proceedings and military records.
- E. Provider shall not assign any individual to conduct work under this contract who does not meet with requirement of this law.
- F. Provider shall train its staff to immediately report all allegations of misconduct to their immediate supervisor, including abuse and neglect of a client or misappropriation of client's property. Staff shall also report to their immediate supervisor, as soon as possible, but no later than the next working day, when they have been convicted of any crime or have been, or are being investigated by any government agency for any act or offense (DHS 12.07(1)).
- G. The Provider shall notify the Purchaser, as soon as possible, but no later than the Purchaser's next business day, when any of the following occurs with regard to its personnel pursuant to DHS 12.07(2):
 - a. The Person has been convicted of any crime
 - b. The person has been or is being investigated by any governmental agency for any other act, offense or omission, including an investigation related to the abuse or neglect, or threat of abuse or neglect, to a child or other client, or an investigation related to misappropriation of a client's property.
 - c. The person has a governmental finding substantiated against them of abuse or neglect of a client or of misappropriation of a client's property.
 - d. In the case of a position for which the person must be credentialed by the department of regulation and licensing, the person has been denied a license, or the person's license has been restricted or otherwise limited.
- H. Upon notification from Provider, Purchaser will follow its internal procedures.
- I. Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. Purchaser may audit Provider Personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Policy.
- J. After the initial background check at the time of employment, licensure or contracting, the Provider must conduct a new Caregiver Background Check every four (4) years, or at any time within that period if the Provider has reason to believe a new check should be obtained.

Provider signature certifies that it meets all applicable requirements for Caregiver Background Checks.

«VendorName»

Date

APPENDIX 8

BUSINESS CONTINUITY PLAN (BCP) AND DISASTER PLAN

- A. La Crosse County has a Business Continuity Plan (BCP) and Disaster Plan in place. The BCP allows La Crosse County, as an entity, to continue to perform critical functions if there was a natural or man-made disaster. The Disaster Plan addresses all hazards planning (fire, flooding, hazardous materials release, weather, cold/heat emergencies, health emergencies, terrorist acts, etc.).
- B. As a contracted provider, you will also be required to have these plans in place.
- C. Provider shall develop a written BCP that addresses: Employee Contact List; Key Supplier/Vendor Information; Key Contacts; Critical Business Functions; Recovery Location; Vital Records; Critical Telephone Numbers; Supplies; Equipment/Machinery/Vehicles; Computer Equipment and Software; Voice/Data Communications; Miscellaneous Resources; Disaster Response Checklist
- D. All Staff employed by Provider shall receive training on these plans as part of their orientation and annually thereafter. Documentation of such training will be maintained by the Provider.
- E. If the Provider is a Residential Care Center for Children and Youth, Group Foster Home or Child Placing Agency, Provider is required to meet conditions for child welfare disaster planning identified in the “Child and Family Services Improvement Act of 2006”. As a condition of receipt of child welfare funding from Purchaser, the Provider agrees to comply with the conditions stated above, along with the following:
 - 1. If the child is placed by Purchaser in the care of the facility or foster/treatment foster home licensed by the vendor agency is residing in another county, Provider will provide a copy of the written disaster plan to the child welfare agency in the child’s county of residency.
 - 2. Upon admission to the residential care center, group foster home or licensed family/treatment foster home, the child (if age appropriate) and his/her caseworker will be provided information addressing the facility disaster plan including contact information and evacuation location. Provider shall provide documentation of this in the child’s file.
 - 3. Provider shall maintain a roster of phone/pager numbers to be used in an emergency to contact agency staff, agency licensed foster/treatment foster homes, and Purchaser to advise them of the emergency. Contact numbers shall also include local law enforcement and emergency numbers for fire and rescue.
- F. Purchaser has resources that may assist the Provider in putting this plan together. They can be found at www.ready.gov. Another resource is www.disastersafety.org.
- G. In lieu of submitting this plan to the Purchaser, please provide Purchaser with two to three contact persons in your organization below that would be available 24 hours per day, seven (7) days per week, in case we would need to contact you due to any of the events described above:

Name

Phone

Name

Phone

Name

Phone

«VendorName»

APPENDIX 9

INTEGRATED SUPPORT & RECOVERY SERVICES CONFIDENTIALITY CONTRACT

Supplement to Substance Use Disorder Programs

The La Crosse County Human Services Department is hereby designated as the Program as specified in 42 CFR, Subchapter A, Part 2 “Confidentiality of Substance Use Disorder Patient Records”. The Program has delegated specific services responsible to

«VendorName»

identified in the body of this contract; and this contract agency is hereby designated as the Qualified Service organization as specified in the 42 CFR, Subchapter A, Part 2 “Confidentiality of Substance Use Disorder Patient Records”. Both Program and Qualified Service Organization acknowledge that in receiving, sorting, processing, or otherwise dealing with an information about patients in the program, they are bound by the provisions of 42 CFR, Subchapter A, Part 2 “Confidentiality of Substance Use Disorder Patients Records”. The Program and the Qualified Service Organization will undertake to institute appropriate procedures for safeguarding such information with particular reference to patient identifying information; will resist in judicial proceedings any efforts to obtain access to information pertaining to patients otherwise than as expressly provided for by the Provision of 42 CFR, Subchapter A, Part 2 “Confidentiality of Substance Use Disorder Patient Records.”

The Program and the Qualified Service Organization agree that any employee of either organization who violates any provision of the Federal regulations may be subject to sanctions and fines.

APPENDIX 10 – Community Recovery Services

Wisconsin's Medicaid State Plan Amendment under 1915(i) State Plan Home and Community-Based Services is called Community Recovery Services (CRS) and provides three (3) specific services: Community Living Supportive Services, Supportive Employment and Peer Supports, under the umbrella of psychosocial rehabilitation.

Providers of CRS Services are required to submit documentation monthly with their invoice. Documentation will be reviewed by Purchaser to assure it meets CRS quality standards. Purchaser may request correction by Provider, if quality standards are not met.

The CRS Program requires that the Purchaser has a staff listing with caregiver background check information as outlined in Appendix 7 and training logs for each staff as outlined below in the Purchaser's file. This will need to be submitted to the Purchaser by January 31st of every year.

As a Provider of CRS Services, you are required to complete the CRS Benefit Provider Agreement and Acknowledgement of Terms and Participation form annually. This form is part of this Appendix.

APPENDIX 10 – COMMUNITY RECOVERY SERVICES PROVIDER TRAINING REQUIREMENTS

ORIENTATION AND TRAINING PROGRAM LOG

Provider: _____ Staff Name: _____

Position: _____ Required by (date): _____

Background:

- ❖ **20 hours of orientation** training for all CRS program staff within 3 months of beginning employment
- **Note:** CRS Program staff may be exempt from some, or all, of the required orientation and ongoing training. Exemptions only are granted if duplicative training was completed through requirements of an administrative rule governing a program or facility within the last 12 months and there is documentation
- CRS program staff with documentation (ex. Transcript) of completion of a college-level course relating to the content listed under #6 & #7 on training log within the past 3 years can request an exemption from those particular orientation topics. This course related exemption does not extend toward orientation topics 1-5.
- ❖ **8 hours of annual** training for all CRS program staff

Date of Completion	Duration in hours	Employee Initials	Supervisor Initials	TOPIC 1-7 required within three months of employment start date
				1. Review of Forward Health updates 2010-94 and 2018-17
				2. Review of Wis. Stat. chs. 48 51 55 and CSP or CCS
				3. Review of the basic provisions of civil rights laws including the Americans with Disabilities Act of 1990 and the Civil Rights Act of 1964.
				4. Review Documentation Expectations & provisions of HIPAA, WI Stat 51.30 , DHS 92 , and 42 CFR Part 2 if applicable
				5. Review of WI stat 51.61 & DHS 94 patient rights
				6. Review of current knowledge about mental disorder, substance use disorders, co-occurring disabilities, & treatment methods
				7. Review of MH and AODA topics (i.e. recovery model, trauma informed care, person centered planning, motivational interviewing, self-directed care, culturally humble care, strength based care/treatment
				Other Topic:

Employee Signature: _____ Date: _____

Supervisor Signature: _____ Date: _____

HSD Approval: _____ Date: _____

Return this form annually on or before January 31st to:

hsinvoices@lacrossecounty.org

La Crosse County Human Services

300 4th Street North – 3rd Floor

La Crosse, WI 54601

Other online training options

- **CRS State Website:** <https://www.dhs.wisconsin.gov/crs/index.htm>
- **Client Rights (WI-DHS)** <https://connect.wisconsin.gov/dhscromod1>
- **Suicide Risk Assessment (Columbia Suicide Risk Assessment):**
 - **Web training:**
http://zerosuicide.sprc.org/sites/zerosuicide.actionallianceforsuicideprevention.org/files/cssrs_web/course.htm
 - **Resources:** <http://cssrs.columbia.edu/the-columbia-scale-c-srs/cssrs-for-communities-and-healthcare/#filter=.general-use.english>
- **WI Mandated Reporting:** <http://wcpds.wisc.edu/mandatedreporter/>
- **Medication Management for Non-Prescribers (SAMHSA):**
- <https://ahpnet.adobeconnect.com/p0ek1w8azy5t/?launcher=false&fcsContent=true&pbMode=normal>
- **Mental Health Disorder:**
 - <https://www.nami.org/Learn-More/Mental-Health-Conditions>
 - <https://www.nimh.nih.gov/index.shtml>
- **Substance Use Disorders:**
 - <https://healthknowledge.org/>
 - [Everything You Think You Know About Addiction Is Wrong](#)
 - <https://www.drugabuse.gov/>
- **Recovery Concepts and Principles:**
 - <https://www.samhsa.gov/recovery-to-practice>
 - <https://www.samhsa.gov/brss-tacs>
 - <https://www.samhsa.gov/wellness-initiative>
- **Trauma Informed Care:**
 - [The 12 Core Concepts of Understanding Traumatic Stress Responses](#)
 - Understanding the Science of Trauma & Gestures that Heal <https://changingmindsnow.org/>
 - <http://www.rememberingtrauma.org/>
 - [How Experiences Build Brain Architecture](#)

APPENDIX 10

DEPARTMENT OF HEALTH SERVICES
Division of Care and Treatment Services
F-00312 (8/2016)

STATE OF WISCONSIN
42 CFR 431.107

WISCONSIN MEDICAID CRS BENEFIT PROVIDER AGREEMENT AND ACKNOWLEDGEMENT OF TERMS OF PARTICIPATION FOR COMMUNITY RECOVERY SERVICE (CRS) PROVIDER ENTITIES¹

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.

Name Of Provider (Typed or Printed)		Telephone Number
Address – Street	City (WI only)	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. The provider acknowledges it is subject to certain federal and state laws, regulations and policies, including those relating to Title XIX of the Social Security Act, those pertinent to Wisconsin's Medicaid program, official written policy as transmitted to the provider in the Wisconsin Medicaid program handbooks and bulletins, the standards for the specific Medicaid service (s) the provider will deliver and the other requirements as defined in the Medicaid Provider Handbook. The provider acknowledges that it is responsible for knowing the provisions of federal and state laws, regulations, and policies that apply to it and for complying with applicable federal and state law as a condition of its participation as a provider of home and community-based services under Wisconsin's Medicaid program.
2. The provider shall claim reimbursement only for covered services provided to eligible Medicaid participants that are authorized by the local CRS benefit administrative agency in the participant's individual service plan.
3. In accordance with 42 CFR § 431.107 of the federal Medicaid regulations, the provider agrees to keep any records necessary to document the extent of services provided to recipients **for a period of 7 years** and upon request, to furnish 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.
4. 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, the provider shall furnish to the local 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 controlling interest or ownership;
 - (b) The names and addresses of all persons who own or 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 the person's involvement in any program under Medicare, Medicaid, or Title XIX services programs since the inception of those programs.
5. The provider hereby affirms that it and each person employed by or under contract with it for the purpose of providing services holds all licenses and/or similar entitlements or meets the qualifications specified in the Medicaid Provider Handbook, or as required by federal or state statute, regulation, or rule for the provision of services.
6. The provider consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the provider to the Medicaid program as a result of an investigation or audit conducted by the Department, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the

¹ Entities here means Medicaid-certified providers (pharmacies, clinics, therapists, etc.) or Medicaid service providers including, but not limited to, substitute care providers, personal care agencies, supportive home care providers, transportation service providers and other entities that have been specifically identified as covered service providers in the Medicaid Provider Handbook.

Federal Bureau of Investigation, or and authorized agent of any of these.

- 7. Unless earlier terminated as provided in paragraph 8 below, this agreement shall remain in full force and effect for a maximum of one year. In the absence of a notice of termination by either party, the agreement shall automatically be renewed and extended for a period of one year. Automatic annual extensions may not continue for more than four years.
- 8. This agreement may be terminated as follows:
 - (a) By the provider as provided at s. DHS 106.05, Wisconsin Administrative Code.
 - (b) By the Department upon grounds set forth at s. DHS 106.06, Wisconsin Administrative Code or pursuant to terms set forth in the Medicaid Provider Handbook.
- 9. The provider agrees to provide the Wisconsin Medicaid program or any local CRS benefit administrative agency with any information it requests to enable it to certify providers and to authorize payment for Medicaid-covered services provided to eligible recipients and to assess the health and safety of any Medicaid participant served by the provider. Failure to supply the information requested by the Wisconsin Medicaid program may result in denial of Medicaid payment or sanctions related to the provider's continued participation in the program.
- 10. The provider acknowledges that any statement made in this document or the provider application process, constitutes a statement or representation of a material fact made in an application for a benefit or payment, or made for use in determining rights to such benefit or payment, that is knowingly and willfully made or caused to be made by provider, within the meaning of Wis. Stat. § 49.49 (1) (a) 1 and 2, which imposes criminal penalties for fraud committed in connection with a Medical Assistance Program.

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 an individual participant.

If you check yes, it means that you will receive payment from the local CRS benefit administrative agency that is responsible for the participant 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 Agency Head (Typed or Printed)		Title – Agency Head
SIGNATURE – Provider Agency Head		Date Signed
SIGNATURE – CRS Benefit Administrative Agency Representative (Witness)		Date Signed
Print Name – CRS Benefit Administrative Agency Representative		

APPENDIX 11 (page 1) - CCS PROGRAM INFORMATION AND REQUIREMENTS

The Comprehensive Community Services (CCS) program is a community based psychosocial rehabilitation service that provides or arranges for psychosocial rehabilitation services for eligible adult or child consumers.

**Psychosocial rehabilitation services are medical or remedial services and supportive activities that assist the consumer to achieve his or her highest possible level of independent functioning, stability and to facilitate recovery.*

Who is eligible:

- The program is an entitlement for MA eligible persons.
- Person of any age with a mental health or substance abuse diagnosis AND
- Functional impairment that interferes with or limits three or more major life domains and results in needs for services that are described as ongoing, comprehensive and either high-intensity or low-intensity.

The following is the Service Array for Children, Adolescents and Adults:

- *Screening and Assessment
- *Service Planning
- *Service Facilitation
- *Individual Skill Development and Enhancement
- *Diagnostic Evaluations
- *Employment Related Skill Training
- *Peer Support
- *Individual and/or Family Psycho-education
- *Psychotherapy
- *Wellness Management & Recovery/Recovery Support Services
- *Medication Management for prescribers and non-prescribers
- *Substance Abuse Treatment
- *Physical Health Monitoring

Services that will remain fee for service through Medical Assistance:

- Pharmaceutical Medication Management when performed by a psychiatrist

The CCS Program requires all contracted providers meet requirements within both DHS 36 and the Forward Health Handbook. These requirements include:

- Criminal and caregiver background checks must be conducted by the agency on all staff providing CCS services ***prior to contracting and/or initiating service. Contracted agencies are responsible for submitting all CCS performing providers' background verification (BID, DOJ, Caregiver, Out of State checks) for new staff and every 4 years***
- The Background Check process includes each of the following:
 - Completed Background Information and Disclosure (BID) form for every background check conducted
 - Copy of Department of Justice (DOJ) criminal background check results
 - Copy of Caregiver background check results
 - Copy of Out of State background checks, if applicable
 - Results of any subsequent investigation related to the information obtained from the background check
 - Note: contracted agency shall review background check results to ensure in compliance with DHS regulations)
- 2 references (professional or educational) for each staff
- Copy of each staffs' diploma/degree, licensure, certification, etc

APPENDIX 11 (page 2)

- Training logs for each staff as outlined below:
 - Training logs for all current and terminated staff who have provided services within the calendar year must be submitted to the Purchaser within 90 days of start of services and annually by January 31st for payment to be made to the Provider.
- Rehabilitation workers need to successfully complete 30 hours of training during the past two years prior to providing services to CCS consumers. The training must be in the following topics below:
 - Recovery Concepts
 - Consumer Rights
 - Consumer-Centered Individual Treatment Planning
 - Mental Illness
 - Co-occurring mental illness and substance abuse
 - Psychotropic medications and side effects
 - Functional Assessment
 - Local Community Resources
 - Adult Vulnerability
 - Consumer Confidentiality
- Note: The above 30 hours of training is for Rehabilitation worker only, and in ADDITION to the necessary training logs hours.
- Each staff member shall receive clinical supervision/collaboration:
 - Provider is required meet supervision requirements established within DHS 36 for staff providing CCS services.
 - Each staff member qualified under s. DHS 36.10 (2) (g) 9. to 22. shall receive, from a staff member qualified under s. DHS 36.10 (2) (g) 1. to 8., day-to-day supervision and consultation and at least one hour of supervision per week or for every 30 clock hours of face-to-face psychosocial rehabilitation services or service facilitation they provide. Day-to day consultation shall be available during CCS hours of operation.
 - Each staff member qualified under s. DHS 36.10 (2) (g) 1. to 8. shall participate in at least one hour of either supervision or clinical collaboration per month or for every 120-clock hours of face-to-face psychosocial rehabilitation or service facilitation they provide.
- Provider is required to submit the performing provider form monthly
 - Update when staff are hired on to agency
 - Update when staff leave agency
 - Submit all the above documentation and update on form
- Documentation for CCS services must be submitted from Provider to Purchaser. Provider must follow 60 day clean claim policy as listed within the Purchase of Service Contract Section V: A-F.
- Documentation for CCS services must show a clinical service was provided or payment will be denied.
- Providers are responsible to insure they are providing service within their scope of practice that is set out by their respective guiding statute.
- If the contracted provider bills and gets paid by any other third party payers or Medicaid, it is the understanding that the Provider will need to refund those Providers and bill the County within the timelines as outlined in the Purchase of Service Contract Section V.

Non-compliance of any of the above requirements could lead to a termination of the contract with the provider or fiscal recoupment if vendor is found in non-compliance by an audit.

APPENDIX 12 – Children’s Long Term Support Waiver

The CLTS Waiver Program provides a structure within which Medicaid funding is available to support children and youth who live at home or in the community and have substantial limitations, in multiple daily activities as a result of one or more of the following disabilities:

- Intellectual and/or developmental disabilities
- Severe emotional disturbances
- Physical disabilities

Service Descriptions:

Willing and qualified providers must adhere to the service description requirements as detailed in Chapter 4 of the Medicaid Home and Community-Based Services Waiver CLTSW Program Manual. The manual can be found at the following link <https://www.dhs.wisconsin.gov/publications/p02256.pdf>.

Billing:

Provider agrees to bill Wisconsin Physicians Services (WPS) Health Insurance for services performed.

Claims may be submitted via:

- A. Paper Claims (submission & billing questions – 877-298-1258):
 1. HCFA (CMS 1500)
 2. UB04 (CMS 1450)
 3. CLTS Waivers Claim Form
- B. Excel Spreadsheet Submission (set up & questions – FCWPS@wpsic.com)
- C. Electronic Filing (contact for EFT, ERA and electronic claim submission (PC-Ace) – 800-782-2680 option 2)

Claims must be received by WPS within 90 days of the date of service or 90 days from other carrier’s processed date. If denied by other carrier, an Explanation of Benefits (EOB) from the other carrier must be submitted with the claim.

If a claim is denied by WPS and Provider wants to dispute the denial, Provider will need to submit a claims resolution form to the Purchaser with supporting documentation (i.e. copy of EOB) and a reason for the request. When the review is completed, Purchaser will notify Provider of the result.

Website: <https://www.dhs.wisconsin.gov/clts/tpa.htm>

Payment:

For in-scope services, the contracted amount represents the CLTSW statewide rate, which is the maximum amount that can be paid for each service unit without an outlier rate. Services should be billed at the service provider’s usual and customary rate, if lower than the CLTSW statewide rate, and will be paid at the lower amount. For services that are exempt from the statewide rate schedule, providers are reimbursed at the lesser of their billed amount or the negotiated contract rate for the procedure. More information on the CLTSW statewide rates is available at <https://www.dhs.wisconsin.gov/hcbs/ratestructure.htm>.

Background Checks:

The CLTSW Program requires providers to maintain current documentation of completed criminal, caregiver and licensing background checks, as outlined in Appendix 7. If Provider is a sole proprietor, Provider must complete a Background Information Disclosure form and return that to Purchaser to complete these checks. This documentation must be accessible for further review by Purchaser.

Training:

The CLTSW Program requires that each Provider staff complete the necessary training outlined in the attached approved training log. This documentation will need to be submitted to the Purchaser for new employees by January 31st of the following year.

Incident Reporting:

Provider should adhere to requirements to report allegations of abuse, neglect and exploitation as detailed in Chapter 9 of the Home and Community Based Services Medicaid Waiver Manual. The following link outlines those requirements: <https://www.dhs.wisconsin.gov/publications/p02256.pdf>.

APPENDIX 12 – CLTSW ORIENTATION AND TRAINING PROGRAM LOG

Vendor: «VendorName» Service(s) Provided: _____

TRAINING: Performed prior to the staff providing service independently for CLTSW:

- HCBWM - Chapter 8 – 8.5 Participant Rights: Restrictive Measures
- HCBWM - Chapter 9 – 9.6 Incident Reporting/Mandated Reporting
- Home and Community Based Waiver Manual (HCBWM)
 - Chapter 4. Allowable Services (pertaining to services provided)
 - 4.07 Participant Contributions – specific to service provided.
- HSS 92 – Confidentiality
- Specific Client Training/Information
- HCBWM – Appendix T (*Supportive Home Care and Respite Service Providers ONLY*)
- Training specific to the service provided, as outlined in Chapter 4 of the HCBWM:
<https://www.dhs.wisconsin.gov/publications/p02256.pdf>

Vendor Employee Names, Training Topic and Date of Training (please attach a separate sheet, if needed):

EMPLOYEE NAME	TRAINING TOPIC	DATE OF TRAINING

Please submit this form after initial training of new employees by January 31st of the following year.

Forms should be submitted to La Crosse County Human Services - Contract Unit at hscontractunit@lacrossecounty.org or 300 4th Street N, La Crosse, Wisconsin 54601.

Vendor Signature: _____ Date: _____

La Crosse County Program Signature _____ Date: _____