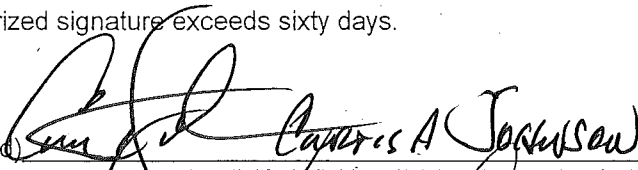


This contract is between BEHAVIORAL HEALTH SERVICES OF RACINE COUNTY whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and TREMPLEAU COUNTY HEALTHCARE CENTER, whose principal business address is W20298 State Road 121, Whitehall, Wisconsin 54773, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2016 through December 31, 2016.

The Provider employee responsible for day-to-day administration of this contract will be Curtis Johnson, whose business address is W20298 State Road 121, Whitehall, Wisconsin 54773, telephone number (715)538-4312 ext. 3025, e-mail address cjohnson@tchcc.com. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

The Purchaser employee responsible for day-to-day administration of this contract will be Mary Perman, (262) 638-6650, e-mail mary.perman@goracine.org, whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.


This contract becomes null and void if the time between the Purchaser's authorized signature and the Provider's authorized signature exceeds sixty days.

(signed) 
PROVIDER'S AUTHORIZED REPRESENTATIVE

12/2/2015
DATE

(signed) 
COUNTY EXECUTIVE

12-21-15
DATE

(signed) 
COUNTY CLERK

12/22/15
DATE

(signed) _____
COUNTY BOARD CHAIRPERSON

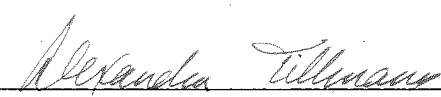
DATE

(Two Purchasers' signatures required for fully executed agreement.)

CERTIFIED TO BE CORRECT AS TO FORM

REVIEWED BY FINANCE DIRECTOR

By 
Racine County Corporation Counsel


Signature

12.18.15
Date

12/10/15
Date

This agreement (including the Exhibits) and the Racine County Human Services *Contract Administration Manual* (revised August 2006), which are incorporated herein by references as if set forth full herein, constitute the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein. This agreement may be amended in accordance with the Racine County *Contract Administration Manual*.

I. CERTIFICATION OF SERVICES

- A. Provider agrees to meet the program standards as expressed by State, Federal and County laws, rules, and regulations applicable to the services covered by this agreement. If the Provider obtains services for any part of this Agreement from another subcontractor, the Provider remains responsible for fulfillment of the terms and conditions of the contract. Provider shall give prior written notification of such subcontractor to the Purchaser for approval.
- B. Provider agrees to notify Purchaser immediately whenever it is unable to comply with the applicable State, Federal and County laws, rules and regulations. Non-compliance will result in termination of Purchaser's obligation to purchase those services.
- C. Provider agrees to comply with all applicable state certification and licensing requirements as well as state, local and municipal zoning laws and ordinances when applicable. The contract agency must provide copies of the current license certification and transmittal letter from the Department of health services.
- D. The authorized official signing for the Provider certifies to the best of his or her knowledge and belief that the Provider defined as the primary participant in accordance with 45 CFR Part 76, and its principles:
 - 1. Has 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 contract 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 indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 - 4. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the Provider not be able to provide this certification, an explanation as to why should be included with the signed contract.

The Provider 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.

- E. Provider agrees to follow the requirements of Administrative Code HFS 12, and Wisconsin Statute 48.685 and 50.065 regarding Caregiver Background Checks. Provider agrees to cooperate with Purchaser to implement Caregiver Background Checks, if Provider is licensed by, or certified by Purchaser. If Provider is licensed by, or certified by, the State of Wisconsin; and is required by ss 48.685 and 50.685 to perform Caregiver Background Checks, Provider will maintain the appropriate records showing compliance with the law and the Administrative Code HFS 12.

- F. Provider agrees to cooperate in site reviews and to take such action as prescribed by the Purchaser to correct any identified noncompliance with Federal, State and County laws, rules, and regulations.

II. RECORDS

- A. Provider shall maintain records as required by State and Federal laws, rules and regulations.
- B. All records of treatments provided by Provider to clients are property of the Provider, but are subject to disclosure to Purchaser, as allowed by State and Federal laws, rules and regulations on disclosure of patient treatment records. Provider will permit inspection and/or copying of patient and program records by representatives of the Purchaser and by representatives of the Department of health services. Duly authorized representatives of Purchaser shall have the right to review records relating to clinical goals and to the client's treatment progress. The parties agree to comply with State and Federal laws, rules and regulations relating to confidentiality of records.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. In the event that the Provider meets the criteria of a qualified service organization as defined in 42 CFR § 2.11, the Provider acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records, it is fully bound by 42 CFR § 2 et. Seq. and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR § 2 et. Seq. However, the parties further agree that pursuant to 42 CFR § 2.12 (c) (4) that the restrictions on disclosure in 42 CFR § et. Seq. do not apply to communications between the Racine County Section 51.42 board and the Provider regarding information needed by the Provider to provide services to the Racine County 51.42 board.
- E. Provider shall assist the Purchaser in meeting any obligations under the Public Records Law.

III. REPORTING

- A. Provider shall submit all required Evaluation and Program reports within the time frames identified in this contract. Failure to submit required reports according to identified time frames will result in Purchaser withholding pending payments until the required reports are received by Purchaser. Provider may seek an extension if it is determined the delay is a result of circumstances beyond Provider's control.
- B. Provider shall notify Purchaser of resident deaths as required by Wisconsin Statute and instructional memos from the Department of health services.

IV. FISCAL RESPONSIBILITIES

- A. Charge no more than 10% for management and general expenses as defined in proposal application. The 10% costs can be computed on program expenses only.
- B. Charge no greater amount than defined in proposal application for profit which will be computed as per the Allowable Cost Policy (private for-profit provider).
- C. Provider agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.

- D. In accordance with s.s.46.036, each vendor agency must provide an annual audit to the county agency, unless the audit requirement is waived by the Department. The standards for the vendor agency annual audits vary by type of agency and amount of Federal funds received as shown below.
 - 1. Non-Profit Agencies and Institutions: audits must be completed pursuant to the *Provider Agency Audit Guide* or DHS Audit Guide and, if the vendor expends more than \$500,000 annually in Federal financial assistance, to OMB Circular A-133. See OMB Circular A-133 for the distinction between vendors and subrecipients.
 - 2. For Profit Agencies: audits must be completed pursuant to the purchase contract language, the Department's *Provider Agency Audit Guide or DHS Audit Guide* and current DHS or DCF Purchase of Service Instructions.
 - 3. Governmental Units: audits must be completed pursuant to the *State Single Audit Guidelines* and appendices and, if the governmental unit expends more than \$500,000 annually in federal financial assistance, to federal OMB Circular A-133.
- E. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See DHS or DCF *Allowable Costs Policy Manual*.)
- F. Transfer a client from category of care or service to another only with the approval of the Purchaser.
- G. Audits shall be due no later than June 30 following the end of the contract period, or in the case of a termination of the contract during the contract period, 120 days after effective date of termination. Audits which are not in compliance will be returned for corrective action by Provider agency, at the expense of the Provider agency. Noncompliance may result in nonpayment of current contracted services and termination of current contract.
- H. Submit a written request to Racine County to expend any reserve amounts. The request must be submitted no later than 30 days after receipt of the audit. The request for expenditure of reserve amounts must specify the proposed purpose of utilizing the reserve amount. Reserve amounts not approved by Behavioral Health Services of Racine County will be refunded to Racine County.
- I. Upon completion of the audit review by Purchaser, if Provider received funds in excess of actual allowable costs or actual unit costs, or if Purchaser has identified disallowed costs, Provider shall refund excess monies to Purchaser at the time of audit submission as per Section IV G. If Provider fails to return funds paid in excess and fails to request expenditure of any reserve amount or is denied the request to expend any reserve amount, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- J. If the Provider requests an advance payment in excess of \$10,000.00, the Provider agrees to supply a surety bond per s. 46.036(3)(f) Wis. Stats. The surety bond must be an amount equal to the amount of the advance payment Provider has requested.
- K. Provider agrees to cooperate with the Purchaser in establishing costs for reimbursement purposes.
- L. Provider will participate in billing Title XIX for personal care services in the facility when requested by Purchaser. Responsibilities will include doing proper documentation for Title XIX, insuring staff is qualified to provide personal care, and may include working with a local personal care agency for oversight and billing purposes (refer to Exhibit A).

V. INDEMNITY AND INSURANCE

- A. To the fullest extent permitted by law, the Provider agrees to indemnify and hold harmless the Purchaser, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise

out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the Provider or any subcontractor of the Provider, or any officer, employee or agent of the subcontractor of the Provider, or any other person for whom Provider is responsible. The Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the Purchaser. Provider shall immediately notify Purchaser of any injury or death of any person or property damage on Purchaser's premises or any legal action taken against Provider as a result of any said injury or damage.

- B. Provider shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by Purchaser. Upon the execution of this Contract and at any other time if requested by Purchaser, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.
- C. The Provider shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
 - 1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
 - 2. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate.
- D. Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.

VI. COST AND SERVICES TO BE PROVIDED

- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this agreement from Provider will be determined by Purchaser.
- B. The facility shall make available to each Purchaser-supported resident all services that are identified in Exhibit B and that are identified in the Purchaser's care plans for that resident. Such services shall include all those specified in applicable regulations and statutes, including those services the facility is required to make available to all residents and those required to be available for any specific client group to which the Purchaser-supported resident belongs.
- C. Rates and Units of Service

Facility Rate. The rate, type of unit, estimated number of units and estimated number of persons served are shown in the table below entitled "Facility Rate Based on Days or Months of Care".

Purchaser reserves the right to decrease the units of service to meet actual needs.

An increase in the units of service to be provided may be negotiated, according to procedures outlined in the *Contract Administration Manual*.

Facility Rate Based on Days or Months of Care

Description	Rate in Dollars	Unit Type Per day or mo. (1)	Estimated number of units to be purchased (2)	Total Estimated Cost of Service (3)	Estimate of persons served	Account #
Inpatient Care*	\$333*	Per day	As Authorized	As Authorized	As Authorized	5715500
Supportive Apartments	\$235.85	Per day	As Authorized	As Authorized	As Authorized	5714104

** Plus ancillary costs and authorized medical expenses as defined in Appendix B – Page iv*

Notes from table headings:

- (1) Rates may be expressed as per day, per month or both.
- (2) The Number of units shown is an estimate.
- (3) This number should not exceed Maximum Contract Amount. If all services are included in the Facility rate, this amount should equal the Maximum Contract Amount.

The CBRF shall make available to each Purchaser-supported resident all services that are identified in Exhibit A and that are identified in the Purchaser's care plans for that resident. Such services shall include all those specified in applicable regulations and statutes including those services the CBRF is required to make available to all residents and those required to be available for any specific client group to which the Purchaser-supported resident belongs.

VII. AUTHORIZATION PROCESS

- A. No services will be paid for unless the services are authorized by the Purchaser or the Purchaser's designee. Authorization will be determined solely on the prospective client's need for services as determined by Purchaser. Purchaser shall not be liable for payment of services rendered to potentially eligible clients unless Provider complies with the request for authorization procedures as outlined in this agreement and as may be agreed to from time to time by the parties in writing.
- B. Purchaser designates the case manager as the agent for the Purchaser in all matters regarding the care of the person for whom service is being sought. The authority of the case manager as agent includes but is not limited to the following:

1. To participate in the development of and approve or disapprove the individual care plan for each authorized individual.
 2. To approve or disapprove the care provided.
 3. To visit the facility and to contact the authorized resident at any time.
 4. To review the records of any authorized individual during normal business hours and to monitor the performance of services provided to authorized individuals. The Provider will cooperate with the Purchaser in these efforts and will comply with the requirements of monitoring plans.
 5. To be notified by the Provider within one business day of any significant change in the condition of any purchaser-supported resident. Significant change includes but is not limited to:
 - a. Hospital admission
 - b. New illness, condition, or trauma requiring physician or hospital visit, or requiring attention at the AFH/CBRF of a physician or emergency personnel
 - c. Any emergency visit to hospital or physician
 - d. Loss of ability to perform an activity of daily living
 - e. Allegation of physical, sexual, or mental abuse of any purchaser-supported resident
 - f. Death of any provider-supported resident
 6. To undertake such quality assurance efforts relating to the care of authorized individuals as the Purchaser deems appropriate. The Provider will cooperate with the purchaser in these efforts.
- C. AFH/CBRF's receiving, or requesting payment for clients under the Community Options Program must request a pre-admission assessment by Purchaser before the client moves into the facility. The Department will not authorize funding for placements that have not complied with the pre-assessment requirement.
- D. Provider may not transfer a client from one level of care or service to another without the prior approval of the Purchaser.

VIII. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) and the Contract Information/Agency cover sheet by the 10th day following the close of the month. Billings received by the 10th day shall be reimbursed within 15 business days.
- B. All 2016 Provider billings must be received by the Purchaser on or before January 20, 2017, or in the case of termination of contract during the contract period, 20 days after effective date of termination.
- C. Purchaser shall not be held financially liable for any payment for service received from Provider if the billing for such service is received 90 days or more from the date of the service provided to the respective client.
- D. Method of payment shall be:

Unit Rate Billing:

Provider shall bill per client on Purchaser authorization/billing form (Fiscal A-5 or A-6). Such billings will include authorized clients, authorized units per client, units of service provided per client, the unit rate, the gross monthly charge, collections, and net cost per client. Purchaser will pay the net cost for authorized only services.

The Purchaser agrees to pay a daily rate to reserve space for the resident if pre-approved by Purchaser. This daily rate will be 85% of the normal daily rate. The Purchaser will pay this rate for a period not to exceed 14 consecutive days or 14 days in a calendar month, unless extended by the Purchaser in writing. The Purchaser may terminate this payment at any time if the Purchaser determines that the resident will no longer need the space.

E. Collections

1. Residents placed and funded under this agreement and the families of individuals may be liable to pay for services under this agreement according to provisions of Chapter HSS 1 of the Wisconsin Administrative Code and forms and procedures developed under these rules which include but are not limited to the *Community Options Program Cost Sharing Guidelines* and the *Medicaid Waiver Guidelines*. Provider shall make no billing or request for funds from the resident or any relative of the resident except as required by ch. HSS 1 and approved by Purchaser.
2. Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.
3. If Provider has billing responsibility under this agreement and also has control of the resident's funds, the Provider shall assure that there is informed consent to apply the resident's funds to pay the bill. Such consent should be obtained from the resident if competent, the resident's guardian of the estate or person with power of attorney to handle the resident's financial matters. The Provider shall inform the Purchaser if in the opinion of the Provider the resident is not competent to make financial decisions and does not have a guardian of the estate or a person assigned with durable power of attorney to handle financial matters.
4. If Provider has billing responsibility under this agreement, Provider shall inform Purchaser whenever a resident or spouse is more than 30 days late in making a required payment.

D. Purchaser reserves the right to decrease units of service to meet actual needs. An increase in the units of service to be provided may be negotiated at the discretion of Purchaser.

E. No payments shall be made to Provider for AFH/CBRF services when the participant is receiving respite services.

IX. DISCRIMINATION

- A. The Provider agrees to submit to the Purchaser a Civil Rights Compliance Letter of Assurance (CRC LOA) regardless of the number of employees and the amount of funding received. A current copy of the Subrecipient Civil Rights Compliance Action plan for Meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Omnibus Budget Reconciliation Act of 1981, the Americans with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act is also required if Provider employs more than 25 employees and receives more than \$25,000 in funding. The Provider shall attach its CRC LOA and individual CRC Action Plan as part of this contract. Affirmative Action plans are required from vendors which receive \$50,000 or more in state money and have 25 or more employees as of the award date of the contract.
- B. In accordance with the terms of the contract, Provider agrees to comply with the Affirmative Action/Civil Rights Compliance incorporated in Section Three (III) of the Racine County Human Services Department *Contract Administration Manual*.
- C. The Purchaser will take constructive steps to ensure compliance of the Provider with the provisions of the subsection. The Provider agrees to comply with Civil Rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. The

Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.

X. GENERAL CONDITIONS

- A. This Contract is contingent upon authorization of Wisconsin and United States Law and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. It is agreed that the parties' obligations hereunder are conditional upon securing the approval of the necessary State authorities of this purchase Contract. It is further agreed that, in the event the State reimbursement which is contemplated under this Contract is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the contracted obligations of each party shall be terminated, without prejudice to any obligations or liabilities of either party.
- C. Purchaser may investigate any complaint received concerning the operation and services purchased including review of clinical service records and administrative records subject to restrictions by law. This may include contacting clients both past and current as required.
- D. Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing with the understanding of the resolution of the complaint.
- E. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- F. Either party may terminate this agreement by giving written notice of intent to terminate at least thirty (30) days prior to the date of termination. If the cancellation of the contract by either party results in the closing of a CBRF, Wis. Stats. 50.03(14)(1) governs the closing.
- G. All capital equipment purchased with funds from this contract may at the discretion of Racine County revert to Racine County at the termination of this contract period or subsequent contract periods. Computer equipment authorized within this contract budget will require Purchaser's approval prior to purchase and authorized payment.
- H. Provider shall acknowledge Racine County as a funding source in all manner of communication including letterhead, brochures, pamphlets, and other forms of media exposure. Racine County may at its discretion identify the type of acknowledgment necessary for recognition.
- I. Provider agrees to list all external job vacancies on Job Net.
- J. Renegotiation or termination of this contract shall be determined by procedures outlined in the Racine County *Contract Administration Manual* and Chapter 68, Wis. Stats.

XI. RESOLUTION OF DISPUTES

The Provider may appeal decisions of the Purchaser in accordance with Racine County Human Services Department *Contract Administration Manual* and Chapter 68, Statutes.

XII. HEALTH INSURANCE AND ACCOUNTABILITY ACT OF 1996 "HIPAA" APPLICABILITY

- 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 during the contract term (Purchaser) determines that a business associate relationship exists between the parties as defined by HIPAA the (Purchaser) and (Provider) mutually agree to modify the Agreement to incorporate the terms of a Business Associate Agreement, as defined by HIPAA, to comply with the requirements HIPAA and of HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), dealing with the confidentiality of health or health-related information, and Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), dealing with the standards for the security of individual health information that is electronically maintained or transmitted, and Title 45, Part 162 of the Code of Federal Regulations ("Transaction Rule") dealing with standards for electronic transactions.

XIII. CRITERIA FOR QUALITY

That in accordance with Wisconsin State Statutes 46.27(7)(cj)3.d., 46.27(11)(c)5n.d., and 46.277(5)(d) and state policy, Racine County has established criteria for quality in specified Adult Family Care Homes and Community Based Residential Facilities. The AFCH/CBRF shall adhere to the standards in order to receive funding from Racine County.

To determine that the AFCH/CBRF provides quality care services within a quality environment, AFCH/CBRF provider shall develop provisions related to the following minimum standards or criteria:

- A. The facility allows for privacy.
- Facilities that do not offer a private room allow the person to choose with whom they share their room;
 - Residents are encouraged to invite visitors and there are areas where visits can take place with privacy;
 - Staff respect privacy of residents;
 - Confidentiality is respected.
- B. The facility has corrected any sanction, penalty, or deficiency imposed by the Department in accordance with processes outlined in HFS 83 and to the satisfaction of Racine County.
- The facility shall submit to the Purchaser a copy of the Department's survey findings;
 - The facility shall notify the Purchaser of any investigation, penalties, sanctions or deficiencies by the State of Wisconsin Bureau of Quality Assurance;
 - The facility shall submit to the Purchaser a copy of the facility's Plan of Correction;
 - The facility shall submit to the Purchaser documentation of compliance with the facility's Plan of Correction. Refer to Procedures, page 3, for timelines.
- C. Care, services, and the physical environment of the AFCH/CBRF address the individual needs of the client.
- In accordance with HFS 83.32 and 88.06 the facility will include the Purchaser's case manager in the development and/or modification of individualized service plan;
 - The individualized service plans and services evolve over time to meet the changing needs of the residents;
 - An interdisciplinary approach is used to develop the care plan;
 - Services and activities are designed according to individual needs;
 - The facility has a plan to identify and respond to medical needs and emergencies;
 - Staff are well-trained and competent, and ratios are sufficient to meet the needs of clients;
 - The furnishings and decorations are appropriate, respecting both the age and levels of disability;
 - There is safe access to outdoor activities;
 - The home appears to be safe and secure;
 - Doorways, hallways, and rooms are large enough to accommodate wheelchairs if applicable;
 - Architectural modifications and equipment respond to resident needs.
- D. Care, services, and the physical environment provided by the AFCH/CBRF address the individual preferences of the client.
- A variety of social and recreational activities are offered in-house and in the community;

- Efforts are made to provide a variety of nutritious and good tasting meals, while taking resident's preferences into consideration;
- Residents are encouraged to decorate their own rooms;
- The opinions of residents and significant others are sought and respected;
- Choices are available about things that matter to the residents;
- The facility schedule for daily activities allows for individual preferences.

E. The CBRF provides opportunities for potential new residents, their families and county care managers to observe, experience and evaluate everyday activities.

METHOD TO DETERMINE ADHERENCE TO QUALITY STANDARDS:

Each CBRF shall provide a full range of program services based on the needs of the resident that are consistent with the requirements of HFS 83.33 and/or 88.07 relating to services provided. Each AFCH/CBRF shall be monitored by using the quality standards outlined above. Quality indicators shall be used by Racine County to evaluate the functioning and capability of the AFCH/CBRF to provide adequate services to program participants.

The following measures/vehicles will be used to determine compliance with the above standards:

1. Any investigation, sanction, penalty, or deficiency imposed by the State of Wisconsin Bureau of Quality Assurance;
2. Purchaser's Case Manager Evaluation and Satisfaction (including, but not limited to, the case manager's observations of the facility and the facility's adherence to the quality standards presented in this document);
3. Consumer Satisfaction (including, but not limited to, a review of the CBRF Resident Satisfaction Evaluations).

PROCEDURES:

The provider shall provide a copy of any State of Wisconsin imposed finding of deficiency to Purchaser within two (2) working days;

When a notice of violation is issued by DHFS, the Provider shall submit the Plan of Correction to the Purchaser no more than 30 days after the date of notice. If DHFS requires modifications in the proposed Plan of Correction, the Provider shall submit a copy to the Purchaser;

If the Provider fails to make a correction by the date specified in the Plan of Correction, the Purchaser reserves the right to freeze new county admissions, remove consumers, require additional staff training in one or more specific areas; withhold payments, terminate or suspend contract.

This contract will be terminated by the Purchaser under the following circumstances:

- Fraudulent billing for care and services;
- Mismanagement of consumer funds;
- Resident abuse;
- Intentional violation of contract.

**RACINE COUNTY
MA PERSONAL CARE SERVICES AGREEMENT & ASSURANCES**

This agreement between the BEHAVIORAL HEALTH SERVICES OF RACINE COUNTY and the CBRF/AFCH Provider is for the provision of Medical Assistance Personal Care (MAPC) by the Provider and billed to Medical Assistance through the Medical Assistance Purchaser number of a contracted home health agency licensed under 50.49 WI Stats and HFS 133 WI Admin. Code or an independent living center as defined in s. 46.96(1) (ah) WI Stats.

General Terms and Conditions:

1. The Purchaser and the home health agency/independent living center shall have access to any and all documentation of consumers, workers, operations, and training related to the provision of MAPC for the purpose of monitoring and review. Provider will also make available the hiring procedures and personnel policies.
2. Provider will maintain employee record files, which will include time card or time sheets detailing hours worked itemized by consumer, services provided itemized by consumer with times allocated to individual services and documentation of required Personal Care Worker (PCW) training or waiver of that training. Provider insures that the Purchaser and the home health agency/independent living center will have access to MAPC worker files for review and monitoring purposes to insure training requirements and accuracy of time sheets and invoices.
3. In the event of a State Audit which results in the Purchaser or home health agency/independent living center being required to repay any recoupment amounts assessed by the State which arise out of, or are related to, in any form or manner, the performance of Provider, the Provider shall reimburse Purchaser/personal care agency for these amounts. Provider will indemnify and hold Purchaser harmless for any and all costs, expenses and attorney's fees associated with these amounts. Purchaser/personal care agency is entitled to retain MAPC funds due and owing Provider pending resolution of the request for recoupment. Upon final and binding determination, these funds may be applied to the recoupment amount due the State.

Provider agrees to provide personal care services to residents of Racine County in compliance with the Medical Assistance Certification requirements found in HFS 105.17. Specifically, Provider agrees to perform the following functions.

1. Employ or contract with personal care workers to provide personal care services;
2. Employ trained workers or train or arrange and pay for training of employed or subcontracted personal care workers as necessary;
3. Coordinate with the home health agency and/or independent living center registered nurses assigned to personal care;
4. Supervise the provision of personal care workers, with the input of the home health agency and/or independent living center nurses;
5. Document a grievance mechanism to resolve recipient's complaints about personal care services, including a personal care provider's decision not to hire a recipient's choice of a personal care worker;
6. Perform all functions and provide all services specified in a written personal care provider contract between the personal care provider and personal care workers under contract, and maintain a copy of that contract on file. Document performance of personal care workers under contract by maintaining time sheets of personal care workers which will document the types and duration of services provided by funding source;
7. Provide a written plan or operation describing the entire process from referral through deliver of service and follow-up;
8. Provide the personal care worker with the basic materials and equipment needed to deliver personal care services;
9. Cooperate with other health and social service agencies in the area and with interested community referral groups to avoid duplication of services and to provide coordination of personal care services to recipients;
10. Evaluate each personal case worker's performance on a periodic basis;
11. Personal care services are those services provided beyond the scope of basic residential care and, as such, are not a usual and expected service. On hands personal care is a support that must be contracted in addition to the basic support of room, board, care and supervision;
12. Provider recognizes that the home health agency or independent living center is a certified Personal Care Provider and that Provider subcontracts with the home health agency/independent living center and Purchaser as a provider of services.

Provider will sub-contract with a home health agency and/or independent living center for registered nursing supervision services. The personal care registered nurse supervisor listed in #3 above will have the following qualifications:

1. Be licensed as a registered nurse in the State of Wisconsin pursuant to s.441.06 Wis. Stats;
2. Be a public health nurse or employed by a home health agency, an independent living center or a hospital rehabilitation unit; and
3. Provide documentation of experience in providing personal care services in the home.

The personal care registered nurse supervisor listed in #3 above will perform the following duties:

1. Evaluate the need for service and make referrals to other services as appropriate;
2. Secure written orders from the recipient's physician. These orders are to be renewed once every three months unless the physician specifies that orders covering a period of time up to one year are appropriate, or when the recipient's needs change, whichever comes first;
3. Develop a plan of care for the recipient giving full consideration to the recipient's preferences for service arrangements and choice of personal care worker, include a copy of the plan in the recipient's health record, and review the plan at least every 50-60 days and update it as necessary;
4. Assist the supervisory staff of the Provider to interpret the plan to the personal care worker(s);
5. Assist the supervisory staff of the Provider to develop appropriate time and service reporting mechanisms for personal care workers and instruct the workers on their use;
6. Assist the supervisory staff of the Provider to give the worker written instructions about the services to be performed and demonstrate to the worker how to perform the services, and
7. Assist the supervisory staff of the Provider to evaluate the competency of the worker to perform the services;
8. Waive training requirements for personal care workers who demonstrate sufficient training and/or experience in providing personal care.

All personal care workers employed by the Provider to serve residents will meet the following qualifications:

1. Be trained in the provision of personal care services. Training shall consist of a minimum of 40 class room hours, at least 25 of which shall be devoted to personal and restorative care, or 6 months of equivalent experience. Training shall emphasize techniques for and aspects of caring for the population served by the Provider;
2. Document successful completion or required training to the personal care provider for the Provider's records;
3. Be a person who is not a legally responsible relative of the recipient under s.s. 49 through 90 (1), Wis. Stats.; and
4. Be a person who has not been convicted of a crime which directly relates to the occupation of providing personal care or other health care services.

All personal care workers employed by the Provider to serve residents will perform the following duties assigned by their supervisor with the input of the personal care RN:

1. Perform tasks as assigned;
2. Report in writing on each assignment;
3. Report any changes in the recipient's condition to their supervisor; and
4. Confer as required regarding the recipient's progress.

This agreement shall continue in affect until amended or terminated by the parties. The agreement can only be amended in writing and agreed to by both parties. Purchaser reserves the right to terminate the agreement immediately upon receipt of evidence of inappropriate care being provided by Provider, or of fraudulent billing by the same. Otherwise, the agreement may be terminated by giving the other party 30 days written notice.

MI Inpatient

The Trempealeau County Health Care Center IMD will provide room and board, nursing care, medication monitoring, physician services, psychiatric care, psychotherapy, speech therapy, occupational therapy, and transportation for medical treatment.

The following services will be ancillary services covered by the contract and billed as a separate charge: laboratory, radiology, over-the-counter drugs, legend prescription drugs, dental care, optometry, emergency medical care (outside facility), podiatry care, respiratory care, equipment rental. Services outside of this list will require a special request.

Community Based Residential Facility
CBRF

PROGRAM REQUIREMENTS

Treatment programs shall be geared toward providing a transitional living environment which is treatment-oriented and has as its goal to prepare the client for independent living.

1. The program requirements include the following:

Services:

- a. 24-hour per day Coverage
 - b. Health Monitoring
 - c. Information & Referral
 - d. Recreation & Leisure Time Service
 - e. Medication Monitoring
 - f. Counseling Services
 - g. Vocational Services
 - h. Transitional Services
 - (1) Develop skill attainment levels with regard to entry or reentry into the community: (a) banking; (b) budgeting; (c) menu-planning; (d) socialization; (e) developing resources.
 - i. Transportation Services
 - j. Education Services
 - (1) Academic training will be arranged for residents.
2. There shall be sufficient staff and facilities to provide such services 24 hours per day, 7 days per week.
 3. Treatment records shall be maintained and shall include:
 - a. Admission Data
 - b. Physical/Medical Data
 - c. Medication Data
 - d. Progress Notes
 - e. Development of individualized treatment plans and goals
 - f. Provisions of a Grievance Procedure

Normalization principles which foster adjustment and reintegration, independence, support, and observation is the essence of the program design. Emphasis will be placed on evaluating and providing experiences which facilitate socially appropriate behaviors, relationships, and independent living skills within the home as well as the community. The supportive orientation of the program provide the opportunity and structure for each individual resident to live successfully in the least-restrictive setting as possible, and will serve as a "buffer" to help each the individual back into the mainstream of society. The observation/evaluative components of the program will assist HSD case management in assessing how each resident responds to community placement, so an informed determination can be made regarding the future placement needs of the resident.

The purpose of the program is to provide the services within the Racine County continuum of care. These services will be based on each client's individual needs. The home will maintain these services in the most open and free environment as possible, providing an alternative to institutional living and/or hospitalization. The program will assure the development and implementation of quality services, including, but not limited to: information and referral; observation and evaluation; recreational and leisure-time activities; self-care (health and medication monitoring); dietary, transportation, transitional (independent living, social and communication skills); supervision; support; and room and board. These services will be provided in a relationship-oriented, consistent, secure, and supportive environment which presents the opportunity for each resident to develop a positive self-image and increases the possibility of a positive adjustment and integration within a community placement. The resident will be offered these

services as they are needed, based on individual assessment and with the least-restrictive supervision possible in order to further encourage independence and self-sufficiency.

Service/Treatment Process (including eligibility determination and description of service delivery)

A. Admissions Policy and Process

Due to the target population being of decidedly varying developmental levels and behavior patterns, and the program design of support and observation, placement "accessibility" will be essential. Consequently, the "Admission Policy and Process" presented here will fluctuate with each placement situation, consequently lending HSD Case Management a flexible placement process.

1. Resident must be 18 years of age or older.
2. Resident is initially willing to minimally cooperate with the program (this may not be the case in a commitment situation).
3. Resident's needs generally intersect with program services in the areas of: personal hygiene, personal care skills, daily living skills, social and behavioral skills, etc.
4. Resident cannot have actively combative or aggressive personality.
5. A physical examination, performed by a licensed medical doctor, within 90 days prior to admission or three days after admission, stating that the client is free from communicable disease.
6. Medical releases and informational releases signed by the resident or guardian.
7. The resident or guardian will sign and understand an Admissions Agreement, House Rules, Resident Rights, Grievance Procedure, and the Emergency and Disaster Plan.

Upon admission, the following will be done:

1. The resident must have a physical examination either 90 days prior to, or within three days after admission, showing that he/she is free of communicable disease.
2. All appropriate "release" forms signed by the resident or guardian must be on record and available on admission.
3. A copy of the "House Rules", "Resident's Rights", "Grievance Policy and Procedure," and "Emergency and Disaster Plan" will be thoroughly explained and signed by the resident or guardian. A copy of each will be given to the resident and/or guardian and a signed copy of each placed in his/her Confidential file, along with identifying information, past records, all medical information, and release and legal information.
4. A signed "Admissions Agreement" will be kept in the Confidential File and will contain specifications outlined in HSS 3.14, including the basic daily rate.

INDIVIDUAL SERVICE PLANS will be written. The Individual Service Plans will include long-term objectives and short-term goals and methods based on an appropriate discharge plan. The actual discharge plan may vary considerably from one resident to the next.

The following procedures will be followed to guarantee accountability:

- A. A thorough and complete confidential file will be maintained on each resident.
- B. A continued record of all documentation and assessments made on the residents will be kept on file in the backlogs. The entire service planning process for each individual will be kept on file in the program Service Plan folder.
- C. Progress Staffings on each individual resident will be held regularly. Emergency staffings will be held as needed.

- D. In-service training of staff in the areas of observation and evaluation techniques, active/passive restraint, service planning, support and relationship building, crisis intervention, first aid, medication, etc. First aid training will occur per State Code 5.50.035(1).
- E. The owners, administrators, operators and staff members shall comply with the following requirements:
1. Report all significant illness/accidents which require a physician's attention to HSD or its designated representative within 24 hours of the onset of same.
 2. Enable HSD or its designated representative access to the resident upon the request of HSD or its designated representative or the resident.
 3. Respect the resident's need for privacy in respect to mail, telephone calls, personal needs, etc.
 4. Respect the resident's religious and cultural beliefs.
 5. Permit visitation by family and friends of the residents at reasonable and appropriate times. (CBRF operators will receive at least 24-hour notification from resident's natural family of on or off premises visitation.)
 6. Notify HSD or its designated representative when any resident is to be away from the premises for 24 hours or more or is to leave the State of Wisconsin.
 7. Notify HSD or its designated representative when the resident leaves the CBRF without the approval or consent of the operator.
 8. Refer all inquiries regarding the resident placements (respite and long-term) to HSD or its designated representative.
 9. Arrange for annual medical and dental examinations with copies of the results to be filed with HSD or its designated representative.
 10. Work with other agencies and organizations involved in the provision of services to their residents. This includes schools, day programs, sheltered workshops, leisure time providers, medical and dental providers. This is to be done with the recognition that all residents should be considered as potential independent living residents and a support network to work toward independent living shall be a factor in programming.
 11. Record significant events (illnesses, behavioral changes, school/day program achievements, etc.) for each resident and make these records available to HSD or its designated representative.
 12. Notify HSD or its designated representative with respect to problems with the resident.
 13. The CBRF operator shall not provide or disseminate any information regarding any resident without the prior consent of HSD.
 14. At least one staff person is to be present during the hours when residents are home and will leave a number where they or a responsible party can be reached at the school, workshop, place of employment in case of emergency, if staff are not on premises when residents are out of facility.
 15. Provide appropriate supervision, housing, nutrition, clothing, recreational opportunities for each resident.
 16. Provide transportation as needed to medical appointments, job placement workshops, day care centers and recreational activities.
 17. Provide adequate and appropriate leisure time activities using community-based resources.

18. Give evidence of adequate insurance.
19. Maintain accurate financial records of the CBRF and resident accounts, including personal funds and belongings.
20. The CBRF Administrator will be responsible for their staff's adherence to the above.

The facility shall continue to meet the following administrative codes:

1. HFS 1 - Uniform Fee System
2. HFS 83 - CBRF Standards
3. HFS 61 - Community Mental Health Standards
4. To maintain client in the community and prevent their return to a more restrictive setting.
5. To promote the maximum level of functioning of all residents.
6. In-service training of staff in all relevant areas, pursuant to HFS 5.05

Emergency Preparedness/Disaster Planning

1. The Provider shall develop a written disaster plan to address all hazards planning (fire, flooding, hazardous materials release, weather, cold/heat emergencies, health emergencies, terrorist acts, etc.). The plan shall identify specific procedures and resources required for both sheltering-in-place and evacuation from the facility to an alternate site(s) should evacuation be necessary to provide for the safety and well being of individuals placed in the care of the facility.
2. The disaster plan will be updated annually and a copy shall be provided to Racine County Human Services Department by February 5th of each year for which the vendor agency is under contract.
3. If the individual placed by Racine County Human Services Department in the care of the CBRF/AFH is residing in another county, Provider will provide a copy of the written disaster plan to the Human Services Department in the county of the individual's residency.
4. Staff employed by Provider shall receive training on the disaster plan as part of their orientation and annually thereafter. Documentation of such training will be maintained by the agency.
5. Upon admission to the CBRF/AFH the individual (if appropriate) and his/her caseworker will be provided information addressing the facility disaster plan, including contact information and evacuation location(s). Provider shall provide documentation of this in the individual's file.
6. Provider shall maintain a roster of phone/pager numbers to be used in an emergency to contact agency staff, the individual's legal guardian, and Racine County Human Services to advise them of the emergency. Contact numbers shall also include local law enforcement and emergency numbers for fire and rescue.
7. Provider understands that in the event of an evacuation there are critical items that must be taken to include agency contact information; individual's medical information (e.g. prescriptions, recent medical reports, physician's name and immunization history); identifying information for the individual including citizenship information; any court orders that may be involved in the placement of the individual; guardian information, etc. at time of the event. Provider further understands that in the event of an emergency they should call the Racine County Human Services Department Information and Assistance Line at 262-638-6321 or 800-924-5137. Should any information included in the emergency evacuation plan change, Provider will update the Racine County Human Services Department within 14 days of the change.

2016 VENDOR AGENCY AUDIT CHECKLIST

A copy of this document must be completed, signed, and included in the audit submitted by your independent auditor.

Summary of Audit Results

Name of Agency _____

Period of Audit _____

1. The type of opinion issued on the financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion). _____

2. Does the auditor have substantial doubt about the auditee's ability to continue as a going concern? Yes / No

3. Does the audit report show material non-compliance? Yes / No

4. Does the audit report show material weakness(es) or other reportable conditions? Yes / No

5. Does the audit report show audit issues (i.e. material non-compliance, non-material non-compliance, questioned costs, material weakness, reportable condition, management letter comment) related to grants/contracts with funding agencies that require audits to be in accordance with the *Provider Agency Audit Guide*:

- Department of health services Yes / No / NA
- Department of Workforce Development Yes / No / NA
- Department of Corrections Yes / No / NA
- Other funding agencies (list) Yes / No

6. Was a Management Letter or other document conveying audit comments issued as a result of this audit? Yes / No

7. Signature of Partner in Charge: _____

Date of report: _____

Inter-County Placement Agreement

This agreement is drafted as an addendum to our mutual contract to assure clarity of fiscal obligation for care services provided to individuals placed by Racine County at the Trempealeau County Health Care Center. "Trempealeau County Health Care Center" includes all facilities under control of the Trempealeau County Health Care Center administration including, but not limited to, the main center, residential care apartment complexes, community-based residential facilities, and adult family homes.

Racine County Department of Human Services agrees to accept the financial responsibility for individuals it places at the Trempealeau County Health Care Center, as per contract, including any costs incurred as a result of any emergency detention/placement that may be necessary pursuant to chapters 51 and 55 of the Wisconsin Statutes.

In the event that any commitment order under chapter 51 of Wisconsin Statutes or protective placement order under chapter 55 of Wisconsin Statutes expires or otherwise terminates, and the individual continues to reside or remain in Trempealeau County following such expiration/termination, Racine County Department of Human Services agrees to pay for any care, treatment, and/or services needed by the subject, including any emergency detention/placement, for a period of one hundred eighty (180) days following the date the commitment/protective placement order expires/terminates or following the date when the individual leaves the Trempealeau County Health Care Center, whichever is later.


Once an individual's commitment/protective placement order expires or terminates, Racine County Department of Human Services agrees to make reasonable and good faith efforts to assist such individual in returning to Racine County or assist such individual to obtain housing in Racine County. Such individual maintains the freedom to choose to reside where they wish, however, Racine County shall not assist such individual in obtaining housing in Trempealeau County, unless Racine County and Trempealeau County mutually agree that such assistance would be appropriate.

This addendum is noted as agreed to via the signatures hereinafter.

Racine County Dept. of Human Services

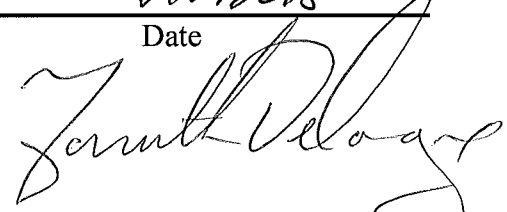
12-21-15

Date


Curtis A. Johnson
Trempealeau County Health Care Center
Finance Director

12/21/2015

Date



JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

12.18.15

Date

Certified to be correct as to form

By


Wendy M. Christensen
Racine County Corporation Counsel

Wendy M. Christensen
Racine County Clerk
12/20/15

REVIEWED BY FINANCE DIRECTOR


Alexander Tellmann
Date 12/10/15

Sign

Date

Trempealeau County Health Care Center
 Contract Addendum-Ancillary Services

The Trempealeau County Health Care Center IMD desires to include those services in its daily rate which relate to the services which are available at or through the Health Care Center. This addendum is intended to clarify certain ancillary services which a client may require and whether those services are included in the daily rate or will be billed separately as an “ancillary service”. Generally, the daily rate of TCHCC does not include medical services.

<u>Type of Service</u>	<u>Billed separately</u>	<u>Included In</u>
<u>TCHCC Rate</u>		
Laboratory	X	
Radiology (Technical and professional)	X	
Over-the-Counter Drugs	X	
Legend/Prescription Drugs	X	
Physical Therapy	X	
Occupational Therapy	X	
Speech/Hearing Therapy	X	
Dental Care	X	
Optometry	X	
Emergency Medical Care	X	
Onsite Physician/Psychiatry Care		X
Offsite Physician Care	X	
Psychotherapy		X
Podiatric Care	X	
Respiratory/Pulmonary Care	X	
Equipment Rentals	X	
Transportation for Medical Care (NonER)		X

This list of services includes the most commonly identified ancillary services. It identifies those services which are included in the IMD rate and those services which will be billed separately in addition to the IMD rate. The services that are billed separately may be billed by TCHCC or other providers. **Services outside of this list will require a special request to the contracted Board. Clients having Medicare eligibility for a service shall be billed before a Board is billed.**