


This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and RACINE COUNTY OPPORTUNITY CENTER, INC., whose principal business address is 4214 Sheridan Road, Racine, Wisconsin 53403, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2016 through December 31, 2016.

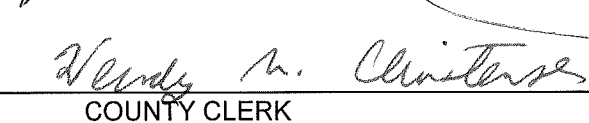
The Provider employee responsible for day-to-day administration of this contract will be Sheryl A. Hamilton, whose business address is 4214 Sheridan Road, Racine, Wisconsin 53403, telephone number (262)554-6515, e-mail address sherylhamilton@rcoc.net. In the event that the administrator is unable to 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](mailto: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 12/21/15 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

By   
Racine County Corporation Counsel  
12.18.15  
Date

REVIEWED BY FINANCE DIRECTOR

  
Signature  
12/10/15  
Date

This agreement (including the Exhibits) and the Racine County Human Services *Contract Administration Manual* (revised August 2006), which is incorporated herein by references as if set forth in full, 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 and Family 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. 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 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 applicant 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 and Family 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 reports within the time frames identified in this contract. Failure to submit required reports according to identified time frames will result in Purchaser withholding payments until the 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. Additional reporting may be required for programs funded with federal or state grant money, or other designated fund sources.
- B. If notified by Purchaser, Provider will submit a report by the 10<sup>th</sup> day of the following month showing authorized clients and units provided.

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 HSD 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.

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. 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. In the case of out-of-home placements, 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. In the case of out-of-home placements, to be notified by the Provider within one day of any significant change in the condition of any purchaser-supported resident.

VII. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) and the Contract Information for Agencies 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. HSD shall not assume liability for insurance co-payments, spenddowns, or other forms of joint payments.
- E. Method of payment shall be one of the following, as specified in Section XII:

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.

1/12 Reimbursement:

Provider shall be reimbursed monthly at an amount not to exceed 1/12 of the total contract.

Reimbursement of Actual Expenses

Provider shall bill Purchaser monthly on the appropriate line of the Purchaser's Contract Information for Agencies Form (CIA). Provider shall be reimbursed for actual program expenses reported on the CIA Form. Provider shall maintain financial statements or other

documentation of total program expenses submitted for payment. Actual expenses cannot exceed the total amount specified in the contract without renegotiation.

F. Collections

1. Provider agrees to use due diligence to ascertain from clients and prospective clients all potential sources of payment and sources of revenue to pay for the services. Specifically, the Provider agrees not to bill for clients covered by Title 19, Medicare, private insurance which covers the charges for the service received; or have the ability to pay for the needed services.
2. If Purchaser authorizes services and it is determined that a third party payor is obligated to pay for the services or the patient has the ability to pay, Provider will not request further payment from Purchaser for services, and Provider shall reimburse Purchaser the amount reimbursed by the third party for prior services by crediting Purchaser on the next billing. All payments by the patient or third parties made to Provider for services previously paid for by Purchaser shall be credited to Purchaser on the next billing.
3. Provider will charge a uniform schedule of fees as defined in s. 46.031(18), Wis. Stats., unless waived by Purchaser with written approval of the Department of Health and Family Services. In the case of clients authorized and funded under the Community Options Program and the Medicare Waiver programs, the clients and their families may be liable to pay for services under policies and procedures developed under the *Community Options Program Cost Sharing Guidelines* and the *Medicaid Waiver Guidelines*.
4. Monies 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 as specified in Section VII F(2).
5. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.

G. 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.

VIII. 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 50 or more employees and receives \$50,000 or more 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 50 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.

IX. 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.
- 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.

X. 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.



XI. 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.

**XII. 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 will be determined by the Purchaser.
- B. Purchaser agrees to pay Provider for the actual services which are described in Exhibit A and which are rendered by Provider and authorized by Purchaser at the contracted amount.
- C. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section will not exceed the total contracted dollar amount.

Account #	Program	Total	Units	Unit Rate	Method of Payment
1513706	Birth to Three Service Coordination/Early Intervention/Early Childhood Education	\$ 324,110		12 \$27,009.17	1/12 of contract amount
	Birth to Three Service Coordination/Early Intervention/Early Childhood Education	\$ 85,000		(Reimbursed from T-19 Billings)	
	<b>Total:</b>	<b>\$ 409,110</b>			
1513507	Birth to Three Medical Therapies Minimum number to be served: 150	\$ 330,410		12 \$ 27,534.17	1/12 of contract amount

Approved by HSD Fiscal Manager 

PROGRAM DESCRIPTION

**PROGRAM REQUIREMENTS – Service Coordination**

The Birth-to-Three Early Intervention Program is designed to provide developmentally delayed infants and toddlers with education, therapy and stimulation to maximize their learning potential. The Program consists of core services of multidisciplinary evaluations, IFSP development and transition and service coordination as well as therapy services (speech, occupational and physical therapy), educational services and social work support services.

The Provider is expected to employ the equivalent of at least 3 FTE service coordinators who are responsible for core services and the following responsibilities:

- Coordinate the performance of evaluations and assessments as described in Department of Health and Human Services DHS 90.08 & 90.09;
- Facilitate and participate in the development, review and evaluation of the Individual Family Service Plan (IFSP) (each child's IFSP must be individualized to meet that child's needs). Parents must be involved as partners in the development of the IFSP, which should be family focused;
- Determine eligibility based on DHS 90.04 guidelines.
- Assist parents in identifying available service Providers, the availability of advocacy services and other community resources;
- Facilitate access to services, coordinate and monitor the timely provision of services;
- Coordinate with medical and other health care providers; and
- Facilitate the development of transition plans to preschool and/or other services under DHS 90.10
- Determine Parental Cost Share pursuant to DHHS requirements;
- Assist and enable the eligible child and the child's family to receive early intervention and other services according to procedural safeguards under Chap. DHS 90;
- Coordinate and monitor the delivery of available services from providers;
- Determine and refer all eligible families to the services of T19, SSI and/or Katie Beckett and other sources of medical services;
- Evaluate each child's progress and update the IFSP at least every six months with the child's family and providers;
- Provide completed reports to RCHSD as requested;
- Engage families and other providers of services in family focused services;

- The service coordinators must be able to effectively carry out interagency functions and services listed in the definition above.
- **Service Coordinators will enter all client information into PPS in a timely manner and keep that information updated on a regular basis.**
- All Providers shall complete a minimum of five hours of training each year related to early intervention (DHS 90.11 (2) (b) (2)). Service Providers without Birth to Three experiences shall attend "Orientation to Best Practices" within six months of hire and every three years of employment. Proof of attendance shall be provided upon request.
- Each service coordinator will review at least three current files monthly on the state supplied review checklist forms and deliver to the county coordinator for self assessment.

Qualifications of the Service Coordinator DHS 90.11(1)(c)

A service coordinator shall have at least one year of supervised experience working with families with special needs and have demonstrated knowledge and understanding regarding:

- Infants and children in the age group Birth to 3 who are eligible for the program;
- Part C and the federal implementing regulations and chapter DHS 90;
- The nature and scope of services available under the Birth to 3 Program and how these are financed.

Role of the Service Coordinator

The service coordinator shall coordinate the delivery of all services across agency lines and serve as the single point of contact to help a family obtain the services the child and family need as described in the IFSP.

The service coordinator will:

1. Complete all evaluations and assessments for services in a timely manner.
2. Collaborate with the Family Resource Network and provide representation at monthly meetings.
3. Comply with standards and guidelines issued by the State of Wisconsin, Department of Public Instruction and Federal regulations. In addition, the program will cooperate with implementation of P.L. 108-446.
4. Complete all forms, data gathering tasks and other requests for information made by RCHSD.
5. Be knowledgeable of the Program Participation System (PPS) and attend all training sessions.

Documentation

1. Monthly reporting of new cases and services provided, including the percentage of delay by category and referral agency.
2. Monthly reporting of cases closed, reason closed, service linkages, etc.
3. Monthly completed IFSPs.
4. Monthly request of authorizations for services actually provided on a unit basis from each Provider.

**PROGRAM REQUIREMENTS – Early Childhood Education (Special Instruction)**

The Birth-to-Three Early Intervention Program is designed to provide developmental and other supportive services to children from birth up to age three and their families who are determined to have a developmental disability or be significantly delayed in one or more areas of development. The comprehensive program coordinates developmental, health and social services within the local community to the child to maximize the child's learning potential.

Specifically the program provider is responsible to provide the following services as defined by HFS Wis. Adm. Code:

1. Special Instruction (Early childhood education) to include those services listed in DHS 90.11(m).

The program requires that appropriate early intervention services for an eligible child and the child's family, be provided to the maximum extent appropriate in the natural environment, including home and community settings where children without disabilities participate. A setting other than a natural environment may be used only when outcomes cannot be satisfactorily achieved for the child in a natural environment and justification will be documented in the IFSP. The program offers support to the family and to the child in the context of his or her family. The program will receive all referrals from the service coordinator(s) (whose services are contracted separately by Racine County Human Services Department) and collaborate with them to provide services as stated in the IFSP.

The program provider of Special Instruction (to include early childhood education) will:

1. Evaluate and assess in all areas of development.
2. Design learning environments and activities that promote the child's acquisition of skills in a variety of developmental areas including cognitive processes, communication, motor skills and social interaction;
3. Provide curriculum planning, including the planned interaction of personnel, materials and time and space, leading to achievement of the outcomes in the child's individualized family service plan;
4. Provide families with information, skills and support related to enhancing the skill development of the child;
5. Work with the child to enhance the child's development
6. Work with other providers to develop and understand the child's disability and the impact of that disability on the child's development;
7. Provide support and consultation to child care providers and others in integrated child care settings and;
8. Provide consultation to and training of parents, other service providers and community agencies in regard to special instruction services.

In addition the Provider will:

1. Provide all early childhood education services as stated in the IFSP with the frequency and times stated.
2. Collaborate with the Racine Unified School District or Racine County Schools to evaluate all children aged 28-36 months and meet the transition guidelines and/or agreement established by both parties.
3. Comply with standards and guidelines issued by the State of Wisconsin and Federal regulations. In addition, the program will cooperate with implementation of DHS 90.
4. Complete all forms, data gathering tasks and other requests for information made by RCHSD and DHFS.
5. All authorizations for services should be submitted by the fifth of each month to the Program Coordinator.
6. The Provider will provide monthly updates and progress reports to HSD upon request.
7. The Provider will submit a client list showing number of units provided monthly.
8. All Providers will attend yearly Birth to Three training events and show evidence of attendance.
9. All Providers will attend at least one joint training session each year with Racine County Birth to Three providers.

**PROGRAM REQUIREMENTS – Medical Therapies**

The Birth-to-Three Early Intervention Program is designed to provide developmental and other supportive services to children from birth up to age three and their families who are determined to have a developmental disability or be significantly delayed in one or more areas of development as determined by the Early Intervention Team (EI). The comprehensive program coordinates developmental, health and social services within the local community to the child to maximize their learning potential.

Specifically the program provider is responsible to provide the following services as defined by DHS 90 Wis. Adm. Code:

1. Occupational therapy;
2. Physical therapy;
3. Vision services (services for the visually impaired);
4. Communication services (Speech & Language);
5. Others as stated in the IFSP and authorized by Program Coordinator.

The program requires that appropriate early intervention services for an eligible child and the child's family, be provided to the maximum extent appropriate in the natural environment, including home and community settings where children without disabilities participate. A setting other than a natural environment may be used only when outcomes cannot be satisfactorily achieved for the child in a natural environment. Justification for the exception shall be clearly stated in the IFSP. The program offers support to the family and to the child in the context of his or her family. The program Provider will receive all referrals from the service coordinator(s) (whose services are contracted separately by Racine County Human Services Department) and collaborate with them to provide services as stated in the IFSP.

The program Provider will:

1. Provide all services as stated in the IFSP with the frequency and times stated.
2. Bill Title 19 and/or private insurance for payment of services.
3. Assess/collect client fees according to state guidelines for Parental Cost Share System.
4. Collaborate with the Racine Unified School District and/ Racine County Schools to evaluate all children aged 28-36 months and meet the transition guidelines established by both parties.
5. Collaborate with the Family Resource Network and provide representation and input at their monthly meetings.
6. Comply with standards and guidelines issued by the State of Wisconsin and Federal regulations. In addition, the program will cooperate with implementation of DHS 90 Wisconsin Adm. Code.
7. Complete all forms, data gathering tasks and other requests for information made by RCHSD.
8. The Provider will submit names, type of services and number of units each month to Program Coordinator.
9. Payment will be 1/12 of the total amount for all services on a monthly basis.
10. Service Providers, including service coordinators, shall attend or otherwise avail themselves of 5 hours of training each year related to early intervention (DHS 90.11(2)(b)(2)). Service Providers without Birth to Three experiences shall attend, "Orientation to Best Practices", within six months of hire and every three years of employment. Attendance shall be provided to the County upon request.
11. The Provider will attend or send a representative to all monthly service coordinator meetings.

12. Early intervention team member's role shall include: presence at IFSP team meetings with information and ideas to contribute to team processes; communicate ideas for change to families and the service coordinator; work with service coordinator and family to make revisions to the IFSP and participate in the IFSP revision.

PROGRAM EVALUATION

**Service Coordination**

1. 100% of the parents' expectations will be met in receiving services stated in IFSP.
2. 80% of the children will reach goals stated on IFSP.
3. 100% of the children will be assessed and evaluated within the allotted time frame.
4. Provider will meet minimum standards of the program per state guidelines.
5. The majority of the children (96.3%) will have services in the least restricted environment (home, daycare or other programs serving typically developing children) and if not, it will be thoroughly documented as to the reason why not.
6. 100% of eligible families will be receiving SSI and/or Katie Beckett or Title 19.
7. Provider will bill Title 19 and/or private insurance for payment of services.
8. Federal indicators must be met at all times.
9. 100% compliance on all state "compliance" indicators.

**Early Childhood Education**

1. Children will achieve 80% of their individual educational objectives and/or special instruction.
2. Provider will meet standards (100%) of the program as stated by the WI.ADM.Code, state guidelines.
3. The majority of the children will receive services in their natural environment and/or a combination of both. If not, written justification will be provided. This should correspond to the federal outcome percent.
4. 80% of the families in the program will rate their experience in early childhood education as satisfactory or better.
5. 90% of the children will achieve the stated goals within 12 months time or Provider will reassess goals.

**Medical Therapies**

1. Children will achieve 80% of their individual educational objectives.
2. 100% of families will give permission to bill their insurance and/or will make application for SSI, T19 and/or Katie Beckett, if eligible.
3. 100% of the children will be linked to services and have their needs (therapies) met as stated in the IFSP.
4. Provider will meet all standards (100 %) of the program as stated by the state guidelines.
5. The majority of the children (96.3%) will receive services in their natural environment and/or a combination of both. If not, a written justification notice will be provided.
6. 80% of the families in the program will rate their experience in early intervention as satisfactory or better through parent surveys.
7. The year-end summary completed by providers will reflect at least 80% satisfactory comments from Racine County Human Services.

An Annual Evaluation Outcome Report must be provided to HSD Coordinator of Contract Services by 2/1/17.



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 and Family 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: \_\_\_\_\_