

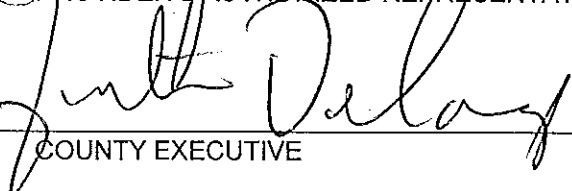
This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and SAINT A, INC., whose principal business address is 8901 W. Capitol Drive, Milwaukee, Wisconsin 53222, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2018 through December 31, 2018.


The Provider employee responsible for day-to-day administration of this contract will be Teri Zywicki, whose business address is 8901 W. Capitol Drive, Milwaukee, Wisconsin 53222, telephone number (414)465-1323, e-mail address tzywicki@sainta.org. 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 Krista Kennedy, (262) 638-6671, e-mail Krista.Kennedy@RacineCounty.com, 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 1/31/18 DATE

(signed)  COUNTY EXECUTIVE 03-12-18 DATE


(signed)  COUNTY CLERK 3/15/18 DATE

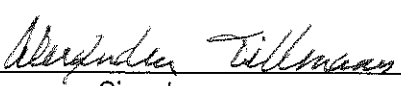
(signed) _____ COUNTY BOARD CHAIRPERSON _____ DATE

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

CERTIFIED TO BE CORRECT AS TO FORM

REVIEWED BY FINANCE DIRECTOR

By 
Racine County Corporation Counsel
3-8-18
Date


Signature
3-6-18
Date

This agreement (including the Exhibits) constitutes the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein.

I. CERTIFICATION OF SERVICES

- A. Provider agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and Provider's response thereto, if any; and on the attached Exhibits, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of this Agreement or any of them, it is agreed that the terms of this Agreement, to the extent of any conflict, are controlling.
- B. 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.
- C. Provider agrees to secure at Provider's own expense all personnel necessary to carry out Provider's obligations under this Agreement. Such personnel shall not be deemed to be employees of Purchaser. Provider shall ensure Provider's personnel are instructed that they will not have any direct contractual relationship with Purchaser. Purchaser shall not participate in or have any authority over any aspect of Provider's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- D. Purchaser shall have the right to request replacement of personnel. Provider shall comply where such personnel are deemed by County to present a risk to consumers. In other instances, the parties shall cooperate to reach a reasonable resolution of the issue.
- E. Provider shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. 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.
- F. Where required by law, Provider must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. Provider shall fully cooperate with licensing and certification authorities. Provider shall submit copies of the required licenses or certifications upon request by Purchaser. Provider shall promptly notify Purchaser in writing of any citation Provider receives from any licensing or certification authority, including all responses and correction plans.
- G. 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.

- H. Provider agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law. Provider agrees to follow the requirements of Administrative Code DHS 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.
- I. 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. Provider shall retain any record required to be kept on behalf of Purchaser for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. It is understood that in the event this Agreement terminates for any reason, Purchaser, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement. If, as the result of the expiration or termination of this Agreement, Provider discontinues services provided under this Agreement to any client who continues to require such service, Purchaser shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by Provider under this Agreement.
- D. 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.
- E. 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.

- F. Provider agrees to assist Purchaser in promptly fulfilling any public records request, in the manner determined by Purchaser, of a record not protected by a law requiring confidentiality that Provider keeps or maintains on behalf of Purchaser.

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 10th day of the following month showing authorized clients and units provided.

IV. FISCAL RESPONSIBILITIES

- A. Charge no more than the daily administrative rate established by the State of Wisconsin Department of Children and Families, in accordance with s.s. 49.343.
- B. 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.
- C. 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*.)
- D. Transfer a client from category of care or service to another only with the approval of the Purchaser.
- E. 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.
- F. 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.
- G. 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.
- H. **Requirement to Have an Audit.** Unless waived by Racine County, the sub-recipient (auditee) shall submit an annual audit to Racine County if the total amount of annual funding provided by

Racine County (from any and all of its Divisions taken collectively) for all contracts is \$100,000 or more. In determining the amount of annual funding provided by Racine County the sub-recipient shall consider both: (1) funds provided through direct contracts with Racine County and (2) funds from Racine County passed through another agency which has one or more contracts with the sub-recipient.

- I. **Audit Requirements.** The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statutes § 46.036 and § 49.34, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this contract. In addition, the sub-recipient is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 1. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal sub-awards.
 2. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 lists the required conditions.
 3. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS sub-recipient audit requirements. An audit report is due Racine County if a sub-recipient receives more than \$100,000 in pass-through money from Racine County as determined by Wisconsin Statute § 46.036.
 4. The DCF appendix to the SSAG contains additional DCF-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DCF sub-recipient audit requirements. An audit report is due Racine County if a sub-recipient receives more than \$100,000 in pass-through money from Racine County as determined by Wisconsin Statute § 49.34. Audits must be performed in accordance with the SSAG and the DCF appendix unless required by contract to follow the Provider Agency Audit Guide (PAAG).

- J. **Source of Funding.** Funding could be a mixture of state/federal/local funds. Sub-recipients may request confirmation of funding information when it becomes available to Racine County from the state. The information will include the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting the contract.

- K. **Audit Reporting Package.** A sub-recipient that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to Racine County a reporting package which includes the following:
 1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).

3. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
6. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the sub-recipient is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the sub-recipient receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Supplemental Schedule is only required if the sub-recipient is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Supplemental Schedule is only required if the sub-recipient is a for-profit entity.
9. *Additional Supplemental Schedule(s) Required by Funding Agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For sub-recipients that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to Racine County shall include all of the above items except items 4 and 5.

- L. **Audit Due Date.** Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- M. **Submitting the Reporting Package.** The auditee or auditor must send a copy of the audit report to all granting agencies that provided funding to the auditee. Check the contract or contact the other funding agencies for information on where to send the audit report and the proper submission format.

Audit reports should be sent to:

Racine County Human Services
Attn: Accountant Supervisor, Contracts & Audits
1717 Taylor Avenue
Racine, WI 53403

- N. **Access to Auditee's Records.** The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The auditee shall permit appropriate representatives of Racine County to have access to the

auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of Racine County to conduct or arrange for other audits or review of federal or state programs. Racine County shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

- O. **Access to Auditor's Work Papers.** The auditor shall make audit workpapers available upon request to the auditee, Racine County or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

- P. **Failure to Comply with Audit Requirements.** Racine County may impose sanctions when needed to ensure that auditees have complied with the requirements to provide Racine County with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 - 1. The auditee did not have an audit.
 - 2. The auditee did not send the audit to Racine County or another granting agency within the original or extended audit deadline.
 - 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 - 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 - 5. The auditee does not cooperate with Racine County or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

- Q. **Sanctions.** Racine County will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 - 1. Requiring modified monitoring and/or reporting provisions;
 - 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 - 3. Disallowing the cost of audits that do not meet these standards;
 - 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 - 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to Racine County because the auditee did not comply with audit requirements;
 - 6. Assessing financial sanctions or penalties;
 - 7. Discontinuing contracting with the auditee; and/or
 - 8. Taking other action that Racine County determines is necessary to protect federal or state pass-through funding.

- R. **Close-Out Audits.** A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by Racine County upon written request from the sub-recipient, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The auditee shall ensure that its auditor contacts Racine County prior to beginning the audit. Racine County or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by Racine County is the responsibility of the auditee.

Racine County may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Racine County may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

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.
- E. Provider is prohibited from waiving Purchaser's right to subrogation. When obtaining required insurance under this Agreement and otherwise, Provider agrees to preserve Purchaser's subrogation rights in all such matters that may arise that are covered by Provider's insurance.

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. 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. However, final expenses for 2018 must be received by the Purchaser on

or before January 21, 2019. Reimbursement for 2018 expenses received after January 21, 2019, will be denied.

- C. In the case of termination of contract during the contract period, all expenses must be submitted to Purchaser no later than 20 days after the effective date of termination or January 21, 2019, whichever comes first.
- 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. NON-DISCRIMINATION

- A. During the term of this agreement, Provider agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).
- B. Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. Provider and all subcontractors agree not to discriminate on the basis of disability in accordance with the Americans With Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and the Racine County Ordinances. Provider agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, Provider agrees to offer "programmatically accessibility" to recipients (real or potential) of said services and programs (e.g., change time/location of service).
- E. Provider agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. Provider agrees to train staff in human relations techniques and sensitivity to persons with disabilities. Provider agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. Provider agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in Provider's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in Provider's programs and services.
- F. Provider agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. Provider agrees that it will employ staff with bilingual or special foreign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. Provider will provide, free of charge, all documents

necessary to its clients' meaningful participation in Provider's programs and services in alternative languages appropriate to the needs of the client population. Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in Provider's programs and services.

- G. Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is available at <https://www.dhs.wisconsin.gov/civil-rights/index.htm>. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this Agreement. Provider agrees to develop and attach to this Agreement a Civil Rights Compliance Letter of Assurance regardless of the number of employees and the amount of funding received.
- H. Provider agrees to comply with the Purchaser's civil rights compliance policies and procedures. 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. Provider agrees to furnish all information and reports required by the Purchaser as they relate to affirmative action and non-discrimination. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- I. Provider shall post the Equal Opportunity Policy; the name of the Provider's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be consistent with Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Provider shall supply to the Purchaser's contract administrator upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- J. In all solicitations for employment placed on Provider's behalf during the term of this Agreement, Provider shall include a statement to the effect that Provider is an "Equal Opportunity Employer."

IX. GENERAL CONDITIONS

- A. Provider shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of Purchaser, unless otherwise provided herein. Claims for money due to Provider from Purchaser under this Agreement may be assigned to a bank, trust company or other financial institution without County consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to Provider shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. Provider shall furnish Purchaser with notice of any assignment or transfer.
- B. CONFIDENTIALITY.
 - 1. Provider agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, the parties agree that:
 - a. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
 - b. Provider knows and understands it is not entitled to any client specific

information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.

- c. Upon request from Purchaser, client specific information, including, but not limited to, treatment information, shall be exchanged between the parties consistent with applicable federal and state statutes, for the following purposes:
 - i. Research (names and specific identifying information not to be disclosed);
 - ii. Fiscal and clinical audits and evaluations;
 - iii. Coordination of treatment or services; and
 - iv. Determination of conformance with court-ordered service plans.

2. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

- a. The Provider agrees to comply with the federal regulations implementing the HIPAA and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Agreement.
- b. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the Purchaser must comply with all provisions of the law. If Purchaser has determined that Provider is a "Business Associate" within the context of the law, Provider will sign and return an approved Business Associate Agreement, which will be included and made part of this Agreement.

- C. Provider agrees to cooperate with departments, agencies, employees, and officers of Purchaser in providing the services described herein. Where Provider furnishes counseling, care, case management, service coordination or other client services and Purchaser requests Provider or any of Provider's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this agreement include Provider making itself or its employees available to provide such evidence requested by Purchaser as authorized by law.
- D. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this agreement. Any party changing its address shall notify the other party in writing within five (5) business days.
- E. In order for Provider and the people Provider serves to be prepared for an emergency such as tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, Provider shall develop a written plan that at a minimum addresses: (1) the steps Provider has taken or will be taking to prepare for an emergency; (2) which of Provider's services will remain operational during an emergency; (3) the role of staff members during an emergency; (4) Provider's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility; (5) evacuation routs, means of transportation and use of alternate care facilities and service providers (such as pharmacies) with which Provider has emergency care agreements in place; (6) how Provider will assist clients/consumers to individually prepare for an emergency; and (7) how essential care records will be protected, maintained and accessible during an emergency. A copy of the written plan should be kept at each of Provider's office(s). Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

- F. During the term of this Agreement, Provider shall report to the Purchaser's contract administrator, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Provider has violated a statute or regulation regarding labor standards or relations. If an investigation by the Purchaser results in a final determination that the matter adversely affects Provider's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, Purchaser may take such action. Provider may appeal any adverse finding as set forth at Article X.
- G. 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.
- H. 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.
- I. 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.
- J. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- K. 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.
- L. 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.
- M. Provider agrees to list all external job vacancies on Job Net.
- N. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by Purchaser of any breach of the covenants of this Agreement or a waiver of any default of Provider. The making of any such payment or acceptance of any such service or product by Purchaser while any such default or breach shall exist shall in no way impair or prejudice the right of Purchaser with respect to recovery of damages or other remedy as a result of such breach or default.
- O. Provider may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by the parties, the invention(s) shall be jointly owned.
- P. PENALTIES.
 - 1. Provider shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by Purchaser. Concurrent with notification, Provider shall submit either a request for an alternative deadline or other course of action or both. Purchaser may grant or deny the request. Purchaser has the prerogative to withhold payment to Provider upon denial of request or until any condition set by Purchaser is met. In the case of contracts that have been renewed or continued

from a previous contractual period, Purchaser may withhold payment in the current period for failures that occurred in a previous period.

2. If Purchaser is liable for damages sustained as a result of breach of this Agreement by Provider, Purchaser may withhold payments to Provider as set off against said damages.
3. If, through any act of or failure of action by Provider, Purchaser is required to refund money to a funding source or granting agency, Provider shall pay to Purchaser within ten (10) working days, any such amount along with any interest and penalties.

Q. This Agreement or any part thereof, may be renegotiated at the option of Purchaser in the case of: (1) increased or decreased volume of services; (2) changes required by Federal or State law or regulations or court action; (3) cancelation, increase or decrease in funding; (4) changes in service needs identified by Purchaser; (5) Provider's failure to provide services purchased; or (6) upon any mutual agreement. Provider agrees to renegotiate in good faith if Purchaser exercises this option. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by both parties. If Provider refuses to renegotiate in good faith as required by this section, Purchaser may either terminate the Agreement or unilaterally adjust payments downward to reflect Purchaser's best estimate of the volume of services actually delivered by Provider under this Agreement.

X. **RESOLUTION OF DISPUTES:** The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of this Agreement and Chapter 68, Wis. Stats.

- A. **Good Faith Efforts.** In the event of a dispute between the parties involving the interpretation or application of the contents of this Agreement, the parties agree to make good faith efforts to resolve grievances informally.
- B. **Formal Procedure.** In the event informal resolution is not achieved, the parties shall follow the following procedure to resolve all disputes:

Step 1: Provider shall present a description of the dispute and Provider's position, in writing, to Purchaser's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting Provider's position. Failure to timely provide said document constitutes a waiver of Provider's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, Purchaser's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: Provider's Chief Executive Officer or designee may request a review of the initial decision by mailing a written request to Purchaser's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

Step 5: Purchaser's Human Services Director shall respond to the request for review by mailing a final written decision to Provider within fifteen (15) working days of receipt of the request.

Step 6: Provider's Chief Executive Officer or designee may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the

postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to Provider within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. Client Grievance Procedure.

1. Provider shall have a written client grievance procedure approved by Purchaser, posted in its service area, at all times during the term of this Agreement.
2. Where clients may be entitled to an administrative hearing concerning eligibility, Provider will cooperate with County in providing notice of said eligibility to clients.

XI. TERMINATION, SUSPENSION AND/OR MODIFICATION

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon sixty (60) days written notice.
- B. Failure of Provider to fill any of its obligations under the Agreement in a timely manner or violation by Provider of any covenants or stipulations contained in this Agreement shall constitute grounds for Purchaser to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 1. Violation by Provider of any state, federal or local law, or failure by Provider to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 2. Failure by Provider to carry applicable licenses or certifications as required by law.
 3. Failure of Provider to comply with reporting requirements contained herein.
 4. Inability of Provider to perform the work provided for herein.
 5. Exposure of a client to immediate danger when interacting with Provider.
- D. In the event of cancellation or reduction of state, federal or county funding upon which Purchaser relies to fulfill its obligations under this Agreement, Provider agrees and understands that Purchaser may take any of the following actions:
 1. Purchaser may terminate this Agreement, upon thirty (30) days written notice.
 2. Purchaser may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 3. Purchaser may reduce funding to Provider upon thirty (30) days written notice. If Purchaser opts to reduce funding under this provision, Purchaser may, after consultation between Provider and Purchaser's contract manager or designee, specify the manner in which Provider accomplishes said reduction, including, but not limited to, directing Provider to reduce expenditures on designated goods, services and/or costs.

- E. Failure of Racine County or the State or Federal governments to appropriate sufficient funds to carry out Purchaser's obligations hereunder or failure of Provider to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by Purchaser under this Agreement are not subject to the review process set forth in Article X of this document.

XII. CONTRACT CONSTRUCTION AND LEGAL PROCESS

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to Provider for examination does not constitute an offer. Provider warrants that the persons executing this Agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where Provider intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, Provider shall first obtain the written permission of Purchaser; and further, Provider shall ensure that it requires of its subcontractor the same obligations incurred by Provider under this Agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein; and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Racine County Circuit Court.

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 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 #	Programs	Total	Units	Unit Rate	Method of Payment
81715.006.800.404500	Counseling/Aftercare	As Authorized	As Authorized	\$87.00	Hourly
81708.005.800.404500 81715.006.800.404500	Pre-placement Visits	As Authorized	As Authorized	\$75.00	Daily
ST. AEMILIAN TREATMENT FOSTER CARE					
Account #	Program	Total	Units	Daily Rate	Method of Payment
81708.005.700.404500	Level of Care				
81715.006.700.404500	Treatment Foster Care Administration Rates for Level 2-4	As Authorized	As Authorized	\$68.85	Daily
RACINE CO. TREATMENT FOSTER CARE					
Account #	Program	Total	Units	Unit Rate	Method of Payment
81715.006.200.404500	Level 3 Foster Home Treatment Service	\$ 163,100		Actuals	Actuals
81726.007.200.404500	Treatment Foster Home Training (Group and Individ.)	\$ 46,000	N/A	Actuals	Actuals
81715.006.800.404500	Neurosequential Model of Therapeutics (NMT)	\$64,100	N/A	Actuals	Actuals
81708.005.800.404500		\$64,100			
	Total Program:	\$128,200			
81715.006.800.404500	Trauma Informed Care Training and Consultation	\$26,400	N/A	Actuals	Actuals
81708.005.800.404500		\$26,400			
	Total Program:	\$52,800			

Approved by HSD Fiscal Manager *[Signature]*

1/9/18

PROGRAM DESCRIPTION

Residential Treatment
Child Caring Institution Requirements

SaintA's Residential Treatment program provides strength-based, solution-focused treatment that focuses on the child, the family and the community.

The program involves families to understand, support, and participate in their child's treatment.

The Residential Treatment program helps participants:

- Identify their feelings and how these feelings affect their relationships with others
- Develop constructive mechanism for handling feelings, thoughts, and behaviors
- Take responsibility for their actions
- Develop positive socialization skills
- Build problem solving skills and problem resolution techniques
- Develop an individualized plan for ongoing services and support upon return to the community

Program Highlights

- Serves boys ages 6-15 with serious emotional and behavioral problems
- Short term placement for stabilization and assessment available
- Individualized treatment in accordance with the treatment goals developed together by the therapist, child, family, and purchaser
- Safe nurturing living environment in developmentally and therapeutically age-appropriate group
- Role modeling, counseling, and 24 hour supervision by trained care counselors
- Therapy groups including anger management, social skills, decision making, sex offender treatment, and more.
- Individual and family therapy
- Education in on-campus school with core curriculum, behavior self-control group, art therapy and a variety of recreational opportunities
- Parent education and therapeutic support groups
- Coordination of family involvement including on-campus visits, children's home visits, and participation in organized social and recreational events for families

Family Involvement

In addition to family therapy, families attend Parent-Teacher Conferences, the Family Carnival, the Awards Ceremony and other special events, keeping families involved with their children throughout treatment.

All parents are invited to participate on SaintA's Parent Advisory Council (P.A.C.). The Council meets monthly to discuss how parental involvement can positively impact their child's treatment goals and to provide feedback on how SaintA can enhance treatment services.

A. Plan for Service

1. The Provider will prepare a treatment plan delineating goals and objectives for the child and family in accordance with the service request received from the Human Services Department.
 - a. The treatment plan for children placed will be submitted to the RACINE COUNTY HUMAN SERVICES DEPARTMENT within 30 days of placement.
 - b. The Provider will prepare reports on the child and family's progress in the treatment at intervals of 6 months.

2. Provider Responsibilities:

- a. The Provider shall notify the Purchaser of any planned or unplanned absences, unless outlined in the treatment plan.
- b. The Provider shall consult with the Purchaser when they are holding space for a child.
- c. The Provider will notify the Purchaser at least 30 days prior to the discharge of the child. The post-discharge planning process will include Purchaser representation.
- d. The Provider is responsible for timely treatment plans in accordance with the above.

3. Purchaser Responsibilities:

- a. To supply the Provider a complete social history on the client/family including medical, school, and background information, a recent psychological, a clear statement of the problems initiating placement and a clear statement of the agency's goals for both the child and family at time of placement.
 - b. In absence of a court order, at least 30 days notice of intent to remove the child is to be given to the Provider. Whenever possible, a tentative discharge date shall be set during formation of the treatment plan.
 - c. To give the Provider continuous and timely feedback on the acceptability of the treatment plan.
 - d. To monitor parent involvement and encourage through Court, if necessary, active involvement by parents in the treatment plan.
 - e. To fulfill all responsibilities as developed in the treatment plan for successful completion of this plan.
 - f. To identify for the Provider possible visiting and post-discharge resources.
4. The Purchaser and Provider agree that the treatment plan shall be reviewed jointly at the intervals of 3 months. Staffing for this purpose will be initiated by the Provider with Purchaser attending on at least a semiannual basis.

B. Services:

1. It is understood this fee includes:

- a. Room and board
- b. Clothing allowance
- c. Personal allowance
- d. Psychiatric and psychological consultation and/or therapy
- e. On grounds and/or off grounds educational services
- f. Services to the family
- g. Other/special needs as delineated in treatment plan

2. No payment will be made unless a signed authorization has been approved by the Human Services Department. That authorization must reflect the signature of the Youth & Family Services Division Manager, or designee.

3. Special Consideration:

- a. The Provider shall request prior approval for reimbursement from Purchaser for any individual expense not negotiated at the signing of this Contract.
- b. In the event the child is absent from the facility, the Purchaser agrees to pay the regular rate for a period not exceeding 14 consecutive days or 14 days in a calendar month to reserve the space for the child. Absence may be planned or unplanned; however, the Purchaser and Provider must agree to billing for holding space within 1 working day of the child's absence. No payment for holding space shall be approved without prior agreement.

Monies collected by the Provider on behalf of a client from any other source will be treated as an adjustment to the cost and will be deducted from the monthly contracted amount.

C. Health Care

1. The Purchaser will obtain the child's health history and parental consent form at the point of placement.
2. The Provider is responsible for the annual physical, semiannual dental and routine medical care.

D. Legal Papers

The Purchaser will provide copies of orders of custody, guardianship, or of judicial determination authorizing the placement.

Child Welfare 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 child's residence to an alternate site(s) should evacuation be necessary to provide for the safety and well being of children placed in the care of the facility or foster home/treatment foster home licensed by the vendor agency.
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 child placed by Racine County Human Services Department in the care of the facility or foster/treatment foster home licensed by the vendor agency is residing in another county, Provider will submit a copy of the written disaster plan to the child welfare agency in the county of the child'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 residential care center, group foster home, or licensed family/treatment foster home, the child (if age appropriate) and his/her caseworker will be provided information addressing the facility disaster plan, including contact information and evacuation location(s). Provider shall provide documentation of this in the child's file.
6. Provider shall maintain a roster of phone/pager numbers to be used in an emergency to contact agency staff, agency licensed foster/treatment foster homes, and 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; children's medical information (e.g. prescriptions, recent medical reports, physician's name and immunization history); educational records; identifying information for the child including citizenship information; court order giving the agency custody of any children in my home at the 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 262-638-7720. 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.

Case Manager or Designee Face-to-Face Contact Information

The Federal Child and Family Services Improvement Act of 2006 created a new threshold for minimum case worker contact with children and juveniles placed in out-of-home care (OHC) by the State (County). Children and juveniles placed in out-of-home care that are under the placement and care responsibility of the county each and every full calendar month they are placed in out-of-home care.

The focus of the visit must be on safety, permanence and well-being of the child or juvenile. Contacts must be of substance and duration, sufficient to address goals of the case plan and permanency plan. If a case worker designee is making the contact for the Racine County Human Services Department (RCHSD) Case Manager, the designee must have a copy of any safety plan, permanency plan and case plan prior to the face-to-face contact. They must also be aware of what to look for when assessing safety, progress and well-being for that particular child.

The contact must be documented in eWISACWIS within 30 days of the face-to-face contact occurring, regardless of whether the visit was conducted by the RCHSD Case Manager or his or her designee. The documentation must contain the following:

- The date, time and duration of the contact
- The participants involved
- The location of the visit
- The type of contact
- The purpose of the contact
- A summary of the results of the contact

It is the RCHSD Case Manager's responsibility to obtain the above information from the designee in cases where a designee is making the face-to-face contact. It is also the responsibility of the RCHSD Case Manager to input that information into eWISACWIS within 30 days of the face-to-face contact occurring.

As a result of the above, any designee of Provider agency making the face-to-face contact for the RCHSD Case Manager must provide the above required information to the Racine County Case Manager within 21 days of the contact occurring. This can be done via e-mail, fax, or mail.

PROGRAM DESCRIPTION

SaintA
Treatment Foster Care

Multi-Level Treatment Foster Care Program allows the treatment team to tailor the treatment services to meet the needs of each child and family. The levels of treatment foster care services offered are Supportive, Enhanced, Intensive and Exceptional. The level of service needed is assessed at the time of placement in collaboration with the purchaser and reviewed and documented at least quarterly by the treatment team. Administrative rates vary according to the level of service.

Multi-Level Treatment Foster Care Program considers many criteria to determine the most appropriate level of care and service. The primary determination of placement level is assessed by reviewing factors in the following different domains of a child's life: Foster Home, School, Treatment Needs, Community, Legal, Family/Permanency Plan and Health and Development.

Level Determination

In determining the child's level, TFC staff work closely with the referring social worker to gather critical assessment data. This information is used to assess the overall picture of the child's identified needs in each of the domains listed above. A child may have identified needs in more than one level or within the same domain. The overall TFC level is assigned to the one with the most significant needs. In addition to the domain assessment, the needs and requirements of the child's family and referring county are considered. A formal assessment is completed and presented. The level of care is determined and discussed with the referring social worker and selected foster family.

Ongoing Assessment

Each child in foster care will be assessed on an ongoing basis to determine the appropriate level of care. At each treatment team meeting, team members discuss the child's progress and ongoing need in each domain. A child may be "stepped down" a service level when clear and consistent evidence demonstrates the treatment needs have decreased for at least three months, often times longer. Ideally, the treatment team strives to be confident that a child will maintain progress and success with less intense services prior to being stepped down.

All levels meet the regulatory rules and program components of treatment foster care.

	Eligibility Criteria	Services Offered
Level 2 Enhanced	Instability in <i>one or more</i> life domains Facing transition <ul style="list-style-type: none"> • Transition requiring additional professional collaboration • Preliminary stages of adoption • Independent living 	Weekly contact with foster parent(s): Two face to face Two phone Twice monthly face-to-face therapy with child (at least) Access to clinical consultation 24-hour crisis pager
Level 3 Intensive	Instability in <i>one or more</i> life domains causing <i>significant</i> disruption of daily functioning Family relationships requiring therapeutic support Implementation of family reunification	Weekly face-to-face foster parent(s) contact Weekly therapy with the child Twice monthly family therapy Access to clinical consultation 24-hour crisis pager
Level 4 Exceptional	Chronic instability in <i>one or more</i> life domains causing <i>severe</i> disruption of daily functioning Family relationships requiring therapeutic support Implementation of family reunification Presents high-risk behaviors to self or others <u>Child may reduce the licensing capacity of the foster parent(s)</u>	Weekly face-to-face foster parent(s) contact Weekly therapy with the child Weekly group therapy for the child Weekly family therapy Access to clinical consultation 24-hour crisis pager

PROGRAM DESCRIPTION

Additional Respite For Treatment Foster Care Homes

Respite Care is included in Racine County's Respite Treatment Foster Care contract with SaintA, at levels commensurate with the Treatment Level of the children involved. Respite Care is the provision of short-term services to Children in Treatment Foster Care in one of a number of different settings. Services are provided to the child and are also intended to benefit the child's foster family and/or other primary caregiver(s). Additional units of Respite Care, determined to be necessary by the Case Manager, can be added by contract exception only.

PROGRAM DESCRIPTION

Level 3 Foster Home Treatment Service

The RCHSD Level 3 Foster Care Program shall always remain in compliance with Wis. Admin Code DCF 56. The following program description is provided as a supplement to DCF 56.

The RCHSD Level 3 Foster Care Program is a foster care service located within Racine County for youth who are considered at risk for medium to long term placement outside of their natural home and/or community. These include:

- Youth who are on a court-ordered stay of placement to one of the state juvenile correctional facilities;
- Youth who are returning to the community from a correctional placement where alternate care is a designated condition of release;
- Youth who because of persistent treatment needs have been identified for placement in an alternate care facility (CCI, Group Care, out-of-county Level 3 foster care);
- Youth returning to the community from an alternate care setting where a direct release to the natural home is precluded by significant levels of dysfunction in the family of origin;
- Youth whose family of origin is considered dysfunctional to the extent placement outside of the natural home is deemed to be in the best interest of the child;
- Youth returning to the community from either a juvenile correctional facility or child caring institution who require a transitional setting in the community to allow additional time to prepare for reintegration.

In **LEVEL 3 FOSTER CARE**, the population served is defined as: any Racine County youth who has been determined to be high risk/special needs. The GOAL of Level 3 foster care is to provide intensive, short-term (3-4 months), in-home therapy which will enable a youth to safely remain in a community setting or return to his/her family of origin. These services prevent the youth's placement in a more restrictive setting, such as a CCI or residential care. In Level 3 foster care, the Level 3 Foster Care Provider is responsible for the Treatment Service Delivery duties. RCHSD staff attend monthly staffing meetings and are actively involved in the development and monitoring of the placement plan.

In **AFTERCARE** services, the population served is defined as: any Racine County youth who has been determined to be high risk/special needs and is in a Level 2 or less restrictive living arrangement. The services prevent a youth's placement in a more restrictive setting such as a Level 3 foster home, group home or RCCCY.

Treatment and Aftercare Service Delivery

Program Components: The following program components would comprise the majority of services offered to the youth and families by the treatment social worker assigned to the Level 3 foster care home.

Direct services provided to the home include, at minimum, the following components:

1. Referral/Intake;
2. Treatment Planning;
3. Individual, group and/or family mental health and/or AODA counseling;
4. Family of origin counseling;
5. Foster family/household problem solving and needs resolution meetings;
6. Twenty-four hour, seven days weekly crisis intervention services from assigned direct service and support personnel;
7. Liaison services with the Racine County Human Services Department, local school district, VTAE and other area public and/or private youth serving agencies;

Aftercare service delivery shall include all services listed above except for #6.

Referral/Intake: All referrals to the Racine County Level 3 Foster Care Network come through RCHSD. Typically, intake interviews are performed by the treatment social worker assigned to the Network home. Initial contact with

the Level 3 foster parent by the treatment worker shall occur within 24 business hours of placement. The initial meeting or face-to-face contact between the Level 3 foster child, foster parent and treatment worker will occur within 5 business days of placement.

Treatment Planning: Following the initial referral and intake interview, a 30-day treatment/permanency plan is developed for each youth in placement. Participants in the development process include the RCHSD case manager, the Level 3 Foster Care Program treatment social worker, the Level 3 foster parents, the youth and his/her birth family. **[Each treatment/permanency plan is updated every 90 days, at which time authorization for continuing placement (with accompanying goals and areas of responsibility) is developed.**

Individual Counseling: Counseling frequency will be determined by the Treatment Team at the 30-day staffing meetings. Individual counseling is provided to each of the youth placed in a Network home, either by Foster Care Treatment social workers or by outside therapists. Treatment focuses on problem areas identified by the RCHSD case manager, the youth, his/her family, the Level 3 foster parent and the Level 3 Foster Care Program treatment social worker. An individual treatment plan is developed (and reviewed) in conjunction with the 90 day treatment/permanency planning process. Treatment progress is monitored through the individual sessions; parental reports, foster parent updates, report of significant others and progress reports from school and/or other agencies involved with the youth.

Minimum Contacts: There will be a **minimum of one face-to-face contact every other week** by the Treatment social worker to each of the youth placed in a Level 3 home. This frequency of contact for all youth in Level 3 Foster Care will be adjusted by the treatment team (RCHSD case manager, case management supervisor and treatment worker), depending upon the child's needs. Contact frequency will be reviewed and revised at the 30-day staffing meetings and/or the Permanency Plan meetings. Minimum contact requirements for Aftercare youth will be determined by the individual treatment/permanency plan.

Foster Family/Household Problem Solving Meetings: The Treatment social worker will **contact the foster parents no less frequently than twice a month with at least one contact face-to-face in the Level 3 home.** The social worker may combine one of these contacts with one required youth contact. The treatment social worker assigned to each of the Network homes meets with the foster family and youth to review client progress, set short term goals, resolve problems and address concerns that may have developed during the course of "day-to-day" living. These regularly scheduled "family meetings" are intended to improve communication between the youth, his/her birth parents and the foster family.

Family of Origin Counseling: Family of origin counseling focuses on helping the youth, his/her family and significant others address those family related issues which led to the individual's removal from the natural home. Family therapy will be offered by the Treatment social worker or by an outside agency if the family has an established relationship. The frequency of family therapy will be determined by the Treatment Team and/or the treating professional. It may occur as frequently as once a week or once a month. It is expected that in many instances other family members will have issues of their own (i.e., AODA, COA, marital/relationship problems, etc.) that will be addressed during the course of family therapy as well. As discharge nears, the treatment social worker reviews the client's home adjustment as an additional indicator of their readiness to return to the natural home.

Crisis Intervention Services: Occasionally, the treatment social worker and/or other support staff will be required to respond to crisis situations that occur in the foster home and/or natural home (if the youth is on a furlough or transitioning back home). Emphasis is placed on responding to those crises that jeopardize the client's Level 3 placement return home and/or significantly impede client/family treatment progress. The treatment social worker and/or foster care supervisor is available (via 24 hour pager) to the Level 3 foster parents, youth and their families during evenings, weekends and holidays.

Liaison Services: The treatment social worker is responsible for maintaining contact with the Department on a regular basis and the RCHSD case manager promptly if any significant events relating to a youth, his/her placement and/or his/her natural family (e.g., emergency room treatment or hospitalization, alcohol or other drug use, police involvement, runaway, severe depression/suicide ideation, etc.). Additionally, the treatment social worker maintains regular contact with school officials, employers, treatment providers and other individuals/agencies with whom a youth and his/her family interacts to check on school/work attendance, participation in treatment, etc. and to consult

with them about problems or concerns. **All youth** in placement are **staffed quarterly** with the treatment social worker, Provider's Level 3 Foster Care supervisor, the RCHSD case manager, the Level 3 foster parents and RCHSD Foster Care Program Supervisor. The treatment social worker provides written monthly reports to the case manager on each client.

Permanency Planning: Treatment social worker is expected to actively participate in the Permanency Planning process, work cooperatively with the birth parents and foster parents and act in partnership with the Department and other Provider agencies to reunite the youth with his/her family of origin.

Staff Qualifications: The treatment social worker will possess either a master's degree in a social work-related field or a bachelor's degree and a minimum of two years post-degree experience in a social work-related field and at least 50% of the treatment staff will be certified under ch. 457, Stats. and ch. MPSW 3.

In addition to Provider's internal record keeping, Provider will maintain records reflecting length of time for first treatment visit, date of first treatment plan, demographics of children and families served and results of Client Satisfaction surveys.

PROGRAM DESCRIPTION

Foster Home Training

The Foster Care Training Program is a comprehensive program designed to educate all licensed foster parents on relevant social welfare issues and social system practices. The program utilizes innovative and effective strategies to train all foster parents. Educational opportunities include a full range of courses on all aspects of foster care and parenting. Local experts are solicited from agencies and organizations to present material to foster parents. Information is presented in a comprehensive manner. Group participation and interaction is encouraged through role-play and teaching exercises. Foster parents with particular experiences are frequently matched with expert presenters. This collaborative training method not only educates foster parents, it builds peer support and assists foster parents with community networking enabling them to fulfill their foster children's individual needs.

The training program is designed to meet the needs of all licensed foster parents, veterans, new recruits and those who wish to provide a specific foster care service (i.e., drug-affected children, teenage mothers). The training program is culturally sensitive and designed to meet the training needs of foster parents of all races, religions and backgrounds.

The training program services include orientation training (PRE-PLACEMENT & FOUNDATIONS curriculum) and elective course training. The PRE-PLACEMENT & FOUNDATIONS training is offered a minimum of five times annually at varied times, days and locations. The elective training is offered at least three times monthly during the school year and once monthly during the summer months. The training program also solicits presenters, arranges and prepares training locations, organizes handouts, promotes the training sessions and networks with the community to co-sponsor and/or promote other local training opportunities. Other program services include collecting attendance records for each individual foster parent and providing records to RCHSD for monitoring, training staff participation in foster parent meetings and monthly agency meetings.

The foster parent trainer will work with the foster parents to develop peer support networks and alert foster parents to any Wisconsin Foster Parent Association, as well as The Coalition for Children, Youth and Families, and community events. A minimum of 20 hours per week, including prep and travel time, is to be devoted to foster parent training.

Specific services and methods of the training program are as follows:

Pre-Placement, Foundation & Kinship Training

It is important to give new foster parents a good foundation from the start to help them prepare for the more difficult behaviors and issues our foster children face today. Racine County uses the PRE-PLACEMENT & FOUNDATIONS training curriculum. The PRE-PLACEMENT & FOUNDATIONS training functions as an educational and social opportunity for prospective foster parents as well as newly licensed foster parents. The PRE-PLACEMENT & FOUNDATIONS training generally consists of ten, three hour sessions and involves activities, discussions, problem solving, visual aids, brainstorming sessions, videos and real life experiences.

The thirty hour series of sessions is offered at minimum five times per year. At least two sessions annually is available for foster parents on Saturdays. Each series is generally conducted over a 6-8 week period. The foster parent trainer also provides "private tutoring" for foster parents who need to make up missed sessions as approved by the Foster Care Coordinator and Training Supervisor and is available during both daytime and evening hours to meet the needs of the foster parent. Kinship training is tailored to address and meet the needs of relative caregivers and consists of a six hour session offered twice per year.

It is required that each applicant for a foster home/treatment foster home license complete the PRE-PLACEMENT & FOUNDATIONS training before they are eligible for a child placement.

Pre-Placement, Foundations and Kinshp training sessions are taught by agency staff, the foster parent trainer, foster parents and professionals.

The Pre-Placement & Foundations training curriculum is as follows:

Pre Placement Training: Overview and Expectations of Foster Care and Foster Parents

- Module 1: Partners in Permanency
- Module 1b: Partners in Permanency
- Module 2: Cultural Dynamics
- Module 3: Maintaining Family Connections
- Module 4a: Dynamics of Abuse and Neglect
- Module 4b: Abuse and Neglect Continued
- Module 5: Impact of Trauma
- Module 6: Attachment
- Module 7: Separation and Placement
- Module 8: Guidance and Positive Discipline
- Module 9: Effects of Fostering
- Module 9b: Foster Parent Panel and Discussion

Elective Course Training

The foster parent trainer, along with professionals and foster parents, presents elective training sessions throughout the year. The elective training sessions are based on current issues as well as issues specific to age groups or foster care case situations. The foster parent trainer works in close collaboration with Treatment Foster Care staff to identify specific training needs for individuals as well as necessary group training sessions.

All foster and treatment foster parents are re-licensed every 2 years. All licensed foster parents that have completed PRE-PLACEMENT & FOUNDATIONS are required to complete an additional 10 credits of elective training before their first re-licensing. Licensed treatment foster parents that have completed PRE-PLACEMENT & FOUNDATIONS are required to complete an additional 18 credits of elective training in the second 12 month period following licensure and 18 hours of training in every subsequent 12 month period. The foster parent trainer offers at least three elective training sessions per month. Elective training sessions are offered at various locations, times and days of the week. In addition, the foster parent trainer has training material (books, periodicals, video and audio tapes, self-tests and internet curriculum) available to foster parents who choose to earn elective credits at home. If any training is available online, the links to that training will be made available on the RCHSD website.

Examples of elective topics are as follows:

- | | |
|---------------------------------------------------------------|------------------------------------------------|
| Teen Development | Allegations against Foster Parents |
| In Depth Look at Substance Abuse | Effects of Abuse on Development |
| Juvenile Delinquency: Legal Issues | Needs & Behaviors of Abused Children |
| Sexuality of Adolescents | Foster Parent Self Assessment & Goal Setting |
| Biological Parents & Substance Abuse | Legal Aspects of Abuse |
| CPR Training | Preparing Your Children for Foster Care |
| Suicide Prevention | Communication Techniques |
| Sexually Transmitted Diseases | Behavior Management |
| Attention Deficit Hyperactive Disorder | Dealing With Birth Parents |
| Non-Punitive Discipline Techniques | First Aid Training |
| De-escalation Techniques | Summer Time Activities for Kids |
| Attachment Disorder | Foster Parent Burn Out |
| Preparing Your Foster Child for Independent Living | Mental Health and Related Behaviors |
| Primary Families | Shared Parenting |
| Teenage Development | Understanding the I.E.P. Process |
| Working with High Risk Youth Preparing for Independent Living | Nutrition |
| Separation and Loss | Victimization Issues |
| Effective Advocacy within Educational/Health Systems | Procedures to be Followed in Case of Emergency |
| Gang Awareness | Providing Foster Care for a Diabetic Child |
| Foster Parent Self Assessment and Goal Setting | Boundaries and Expectations |
| Resource and Referral Information for Teen Parents | Confidentiality |
| Team Building | Self-harm and Mutilation |
| | Working with Oppositional Youth |

The Treatment Foster Care Training may also include, but is not limited to:

Required Training - 16 hours:

Working with the Biological Family	4 hours
Boundaries and Expectations	2 hours
Communications Techniques	2 hours
Behavior Management Techniques	2 hours
Stress Management	2 hours
Separation/Bonding	2 hours
De-escalation Techniques/Anger Management	2 hours

Teenage Parent and Child Homes: Network treatment foster parents who elect to work with teenage parents and their children will model and teach parenting skills, offer instruction in budgeting and household organization and document the teenage parent's performance in each of these areas. These foster parents collaborate with physicians, provider agencies and schools to provide quality care for the teenage parent and her child. They are required to provide transportation to doctors, childcare providers and school/work when necessary.

Required Training - 16 hours:

Pre-natal Care	2 hours
Resource and Referral Training	2 hours
Infant Stimulation and Development	2 hours
Money Management	2 hours
Separation Anxiety	2 hours
Child and Home Safety	2 hours
Nutrition	2 hours
Conflict in Parenting Issues & Beliefs	2 hours

Homes for Difficult to Place Adolescents: Network treatment foster parents who specialize in working with difficult to place adolescents will provide structure, stability and consistency for severely troubled youth and their families. The treatment foster parents help the youth develop positive social and decision-making skills and help them to accept responsibility for their own actions. Youth who are in need of this specialized foster care will present with a variety of dysfunctional behaviors. These foster parents are required to work closely with the RCHSD case manager, counselors, therapists and youth program staff. Additional time is required for school and court.

Required Training - 16 hours:

Working with Oppositional Youth	2 hours
Communication/Motivation	2 hours
De-escalation Techniques	2 hours
Sexuality Issues of Adolescents	2 hours
Biological Parents	2 hours
Suicide and Teenage Depression	2 hours
Substance Abuse and Recovery	2 hours
Sexually Transmitted Diseases and AIDS	2 hours

Homes for Victims of Sexual Abuse: Network treatment foster parents who elect to specialize in working with youthful victims of sexual abuse will provide care for children and adolescents who have been sexually abused and/or who have sexualized behaviors.

Treatment foster parents will have the ability to talk openly about sexual issues, provide much needed emotional support, assist the youth through typically traumatic court procedure and provide a safe and supportive environment where the youth are able to stabilize and begin the process of recovery. The treatment foster parent should understand the connection between the individual's acting out behaviors and the abuse he/she has endured. Since

sexual abuse victims are at a greater risk of sexually abusing others, treatment foster parents are expected to provide increased supervision of the sexually abused child. Appearance at designated court proceedings, sexual abuse exams and counseling programs are required as well.

Required Training - 16 hours:

Effects of Abuse on Development and Behavior	4 hours
Protecting the Child/Youth and Your Family	2 hours
Legal Aspects of Abuse and the Abuser	2 hours
Sexually Transmitted Diseases and AIDS	2 hours
Communication Techniques	2 hours
Working with the Biological Family	2 hours
De-Escalation Techniques and Anger Management	2 hours

Homes for Difficult to Place Children (i.e., ADHD): Network treatment foster parents trained to work with difficult to place children will be able to display patience and provide structure and consistency necessary to effectively monitor children and youth who suffer from childhood disorders such as ADD, ADHD, Learning Disabilities, etc. The treatment foster parents are required to work cooperatively with special education staff, M-Teams as well as therapists and physicians.

Required Training - 8 hours:

Education about ADHD, ADD, Learning Disabilities Causes and Effects	2 hours
Daily Living with Affected Youth & the Interplay With Non-Affected Youth	2 hours
Working with Schools (M-Teams and the IEP Process)	2 hours
Nutrition	2 hours

Special Training/Community Networking

In addition to the elective training offered through the training program, the foster parent trainer continually networks within the community. Opportunities are sought to co-sponsor community training events, raising public awareness and assisting with recruitment. The foster parent trainer also promotes relevant community training events. If approved by the foster parent trainer, foster parents will receive training credit for attending community sponsored training events.

Training Calendar

The foster parent trainer solicits information from staff and foster parents and publishes a quarterly training calendar that is distributed to all foster parents with the foster parent newsletter. The calendar allows foster parents to pre-plan their training attendance, ensuring that their annual training obligation is met. The training calendar also allows foster parents to target their training so that it closely applies to the foster children in their care or their preferred area of care. Publication of the quarterly training calendar will not preclude the training provider from offering additional trainings as necessary throughout the year.

Training Locations

Training locations are selected so that they are convenient for Racine foster parents including those who live in the western portion of the county. The foster parent trainer secures training locations, prepares and cleans up training sites. If equipment is required for training, the trainer will arrange with the IS Department and other appropriate staff for necessary set-up and materials.

Training Presenters

The foster parent trainer contacts local professionals, organizations and agencies to solicit volunteers to present information to foster parents in their areas of expertise. The foster parent trainer meets with the presenters prior to the training session to discuss the training content and the training method and to compile pertinent handouts for the foster parents. Foster parents serving as co-presenters also meet with the presenter prior to the training. The foster parent trainer sends confirmation and thank you letters to all presenters.

Promotion

The foster parent trainer works with the foster care unit and HSD Case Managers to ensure that upcoming trainings are promoted regularly through flyers, phone calls and personal visits with foster parents.

Foster Parent Attendance/Records

The training provider will collect attendance records for each foster parent and provide to RCHSD for attendance tracking. RCHSD then sends notice to those foster parents whose training attendance is below agency expectations.

Training Administrative Functions

The Provider is responsible for ongoing program planning, development, evaluation, staff supervision and shall work in close cooperation with RCHSD staff regarding current foster parent training needs.

PROGRAM DESCRIPTION

Neurosequential Model of Therapeutics (NMT)

Children placed in out-of-home care frequently exhibit significant emotional and behavioral difficulties that oftentimes result in barriers to permanency. These barriers include frequent placement disruption and frequent transitions. These incidents exacerbate the symptoms of the already traumatized child and can delay permanency for the child. In order to ameliorate the symptomology and address the specific needs of these children, the Department will utilize the Neurosequential Model of Therapeutics. In essence, a child exposed to consistent, predictable, nurturing and enriched experiences will develop capabilities that will increase the child's chance for health, happiness, productivity and creativity.

The Neurosequential Model is not a specific therapeutic technique or intervention; it is a way to organize a child's history and current functioning. The goal of this approach is to structure assessment of a child, the articulation of the primary problems, identification of key strengths and the application of interventions (educational, enrichment and therapeutic) in a way that will help family, educators, therapists and related professionals best meet the needs of the child.

NMT requires three key steps that include: assessment, staffing/training and therapeutic interventions and activities. The NMT therapist will receive referrals through the Child Protective Service Ongoing Unit. Each child will receive a thorough assessment and a plan of care will be developed with the CPS Case Manager and other identified team members. When creating the child's individualized plan of therapeutic activities, the primary objectives are to ensure that the experiences are relevant, relational, repetitive and rewarding. Activities and interventions are selected that match the child's developmental status.

The NMT therapist will ensure all components of the individualized plan are implemented by the team. Reviews will be held every six months. Additional resources such as occupational therapy and the Caregiver Support Program will also be available by the Provider, along with case specific consultation and direction.

STAFF

- 1.0 FTE NMT Specialist
- .25 FTE Occupational Therapist
- .25 FTE Caregiver Support Specialist
- .15 FTE Supervisor
- .15 FTE Administrator

OTHER

Provider will collect data from the teams including caseload information, client demographic information, and case specific information such as placements, type and date of permanence (if occurred), the reason the child was detained from his/her home, documented incidents of running away ("AWOL"), case transfers (between case managers), and any incidents of substantiated maltreatment, post referral.

PROGRAM DESCRIPTION

Trauma Informed Care Training & Consultation

According to the Centers for Disease Control, childhood experiences impact adult actions and choices by affecting brain development. Adverse childhood experiences (ACEs) can impair social, emotional and cognitive development, which increases risks for poor physical, mental and behavioral health risk factors and ultimately leads to increased disease and premature death. These experiences, such as child abuse and neglect, domestic violence, household substance abuse and crime have a profound impact on how young children develop and have lasting impacts well into adulthood. A recent local evaluation demonstrated that Racine is not immune to this problem. In fact, the local data demonstrated that Racine has significantly higher levels of early childhood adversity than what was found in the original ACE research.

In Racine County, the population that has been exposed to 4 or more ACEs is higher than the national and the state average. 20% of the population in Racine County has been exposed to 4 or more ACEs. In addition, economically disadvantaged families in our community are likely to have even higher rates of exposure to ACEs. Recent research has shown that nearly one-third (31.2%) of women receiving home visiting services statewide have 5 or more ACEs [Mersky & Topitzes, 2015].

Reducing ACEs can have a positive impact for our residents by improving outcomes ranging from heart disease, obesity and cancer to anxiety, depression, employability/employment stability, child abuse rates and community violence. Prevention of ACEs has the potential to improve the overall health and well-being of Racine County residents. Moreover, ACEs prevention has the potential to significantly reduce the economic impact of early childhood trauma by improving student achievement, worker productivity and workplace attendance along with improved public safety. It is important to not only train RCHSD staff but our partner agencies and systems as well.

Part 1 – Racine County Human Services TIC Capacity Building

Expose all RCHS & Detention Center staff to core TIC concepts through training in 7ei (for all direct care staff) or ACE Interface (for all non-direct care staff).

Activities:

- a. Secure training venue leveraging current county resources.
- b. Coordinate and schedule 10 7ei trainings (full 6 hr day) and 3 ACE Interface trainings (3 hr day).

Part 2 – Racine Community Capacity Building

Offer opportunity for community providers & interested parties to attend training

- a. Secure training venue leveraging current county resources.
- b. Coordinate and schedule 4 7ei trainings (full 6 hr day).

Part 3 – TIC Implementation for Youth & Family & Juvenile Detention Divisions

Expose targeted staff to application/operational tools

Activities & Cost

- a. Secure training venue leveraging current county resources.
- b. Coordinate and schedule 6 7ei application trainings (full 6 hr day). Training will include an overview and discussion on how to utilize the NMT tool in care planning and an overview of the 7ei Staffing Protocol.
- c. Coordinate and schedule 4 one hour lunch trainings with targeted supervisors to discuss and demonstrate effective use of the 7ei Staffing Protocol.
- d. Provide child/family specific consultation and coaching for identified clients (30 hours)

Part 4 – Sustainability

Select and train RCHSD staff to become trainers for future RCHSD staff

Activities & Cost

- a. Train the trainer session for 5 RCHSD staff

PROGRAM REPORTING AND EVALUATION

Outcome	Methodology For Determining Whether Outcome Is Achieved	Completion Date
1. 80% of the Racine County youth will meet the goals and objectives specified on their treatment plans.	Contract Agency Treatment Records	12/31/18
2. 75% of the clients will not have any new contacts with the Juvenile Justice System while receiving services and for one year after discharge.	HSD Records	12/31/18
3. 90% of the clients will not be placed in a more restrictive living arrangement during their placement and within six months of discharge.	HSD Records	12/31/18

An Evaluation Outcome Report for Outcome #1 must be provided to the HSD Coordinator of Contracts and Program Coordination by 2/1/2019.

PROGRAM EVALUATION:

Foster Care Training and Support

1. 100% of all Pre-Placement, Foundations, Kinship and Elective Training classes will be offered annually.
2. 100% of all Level 3 foster parents will be scheduled for or receive training within 30 days of referral for training.
3. 85% of completed satisfaction surveys will indicate the foster parent feels his/her training needs have been satisfactorily addressed.

REPORTING REQUIREMENTS:

Quarterly reports listing training participants by category, i.e., PACE training, core course training, elective course training and other training, specifying the number of hours required for each participant and the number of hours completed must be provided to RCHSD Coordinator of Contract Services and Evaluation. Foster Parent satisfaction surveys will be returned to the RCHSD Coordinator of Contract Services upon completion.

An Annual Evaluation Outcome Report must be provided to the RCHSD Coordinator of Contract Services and to the Youth and Family Manager by 2/1/2019.

Level 3 Treatment Foster Homes-Treatment Services:

Treatment Service Delivery:

1. 100% of Level 3 foster care parents will be contacted by a treatment worker within 24 business hours of placement.
2. 100% of Level 3 youth and foster care parents will have a face-to-face visit within 5 business days of placement.
3. 100% of youth will have a designated treatment plan within 30 days of placement.
4. 100% of scheduled staffings shall be attended by Provider.
5. 60% of foster parents will complete a Client Satisfaction survey at the conclusion of each Level 3 placement.
6. 85% of completed satisfaction surveys will indicate the foster parent feels that the treatment worker responded to his/her needs in a timely, effective fashion.
7. 75% of youth in Level 3 care shall demonstrate improvement in overall behavior per a standardized measurement tool.

Quarterly Evaluation Outcome Reports reflecting the aforementioned evaluation criteria must be provided no later than 4/30/18, 7/31/18 and 10/31/18.

Neurosequential Model of Therapeutics (NMT):

- 80% of children involved will have improved NMT measures
- 90% of children involved will not have a placement disruption
- 80% of the children involved will achieve permanence within federal guidelines.
- 100% of the children involved, who achieve permanence through reunification, will not re-enter the child welfare system within 24 months of discharge.

Trauma Informed Care Training & Consultation:

- 100% of all trainings will occur
- At close of training, 90% of participants indicate an increased understanding of TIC. This will be measured by a pre-and post-tests of participants indicating an increased knowledge obtained.
- 100% of organizations participating in the training, will create an action plan on continuing development of Trauma Informed practices within their organizations policies by the close of training.

RCHSD staff will utilize the staffing protocol for all designated cases

An Annual Evaluation Outcome Report must be provided to the RCHSD Coordinator of Contract Services and the Youth & Family Division Manager by 2/1/19.

2018 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: _____