LA CROSSE COUNTY DEPARTMENT OF HUMAN SERVICES
PURCHASE OF SERVICE CONTRACT

CONTRACT NUMBER **«ContractID»**

I. PARTIES:

This contract is made and entered into this **«EffectiveDatePhrase»**, by and between La Crosse County, a Wisconsin municipal body corporate represented by the La Crosse County Department of Human Services, hereinafter referred to as Purchaser, and **«VendorName»**, hereinafter referred to as Provider. This contract is to be effective for the period **«EffectiveDate»** through **«TerminateDate»**.

II. CONTACT PERSONS AND CONTRACT ADMINISTRATORS:

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

III. PURPOSE:

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

IV. STATUS OF PARTIES:

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

V. PAYMENT FOR SERVICE:

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

A. Provider agrees to bill Purchaser by the 5th of each month, but no later than ninety (90) calendar days from the time the services were provided, unless parties agree to a longer period of time. In the case where the provider is awaiting a response from other third party payers, the provider shall submit the bill to the purchaser within forty-five (45) days from getting a response from all third party payers, but within a year from the date the service was provided. **For the Comprehensive Community Services (CCS) Program, payment of bills will be denied permanently unless received within 90-days from the time services were provided.** All billings and/or report of outstanding expenses shall be submitted to Purchaser no later than January 31st of the following year to be considered for payment. This report of outstanding expenses should include any claims that are still outstanding and/or waiting for a response from other third party payers, that could possibly be billed to the Purchaser.

B. Provider agrees to bill Wisconsin Physicians Services (WPS) Health Insurance for services funded through Children's Long Term Support Waiver (CLTSW) Program as outlined in Appendix 12.

C. Claims will be submitted on forms deemed appropriate by Purchaser as documentation of services provided. If applicable, Provider agrees to bill and collect payment from other third party payers (Medicare, insurance, other health liability) prior to submitting bills to Purchaser. Purchaser will in this case be the payer of last resort. **This is not applicable to services authorized by the Comprehensive Community Services (CCS) program. With CCS, Purchaser is responsible for billing all third party payers and Provider should only bill Purchaser.**

D. For services performed under this contract and provided to an eligible client, the Provider agrees to accept payments made by the Purchaser and/or any third party payers as payment in full and will not bill clients, Department of Workforce Development(DWD), Department of Health Services(DHS) or the Department of Children and Families(DCF) for amounts not fully paid by the Purchaser. This provision continues in effect even if the Purchaser becomes insolvent.

E. Purchaser shall reject any claim that does not include the elements of a clean claim. Purchaser shall send the rejected claim back to the Provider for correction. For the Comprehensive Community Services (CCS) Program, no processing and payment of any claims will occur until a clean claim is received. Claims must be clean and submitted to purchaser prior to 90 days from the date that the service was provided to qualify for processing and payment by Purchaser. Claims filed after 90 days from date of service will not be paid.

F. Clean claims are those claims that are submitted to the Purchaser which are completely and correctly filled out, and do not require correction, editing or resubmission by the claiming agency (Provider) Elements of a clean claim are as follows:

1. Client Name
2. Number of units of service provided by day or by month.
3. Total fee
4. Amount paid by third party payer (if applicable)
5. Net fee
6. Dates of Service (one calendar month on an invoice)
7. If applicable, PPS item codes (this number is listed as the SPC Code on the Service Authorization).
8. Contract Rate
9. If applicable, performing providers shall be listed accurately with the respective educational degree for each service provided. Please note it is the provider's responsibility to update La Crosse County Human Services (LCHS) Contract Unit as new performing providers start employment or there is a change in degree status or name, prior to submission of claims.

VI. FALSE CLAIMS AND WHISTLEBLOWER PROTECTION

A. La Crosse County has adopted a False Claims and Whistleblower Protection Education Policy for certain Purchaser and Provider employees. The purpose of this policy is to provide information to employees and Providers of Purchaser regarding certain federal and state laws that concern the submission of false and fraudulent claims for payment to the government.

B. False Claims:

1. Providers, their agents, employees or subcontractors shall not make fraudulent or false claims related to health care programs.
2. Rule violations may result in the imposition of penalties under state and federal law.
3. Rule Violations. The following conduct is prohibited:
    a. Knowingly making false statements on a cost report.
    b. Knowingly falsifying records such as treatment plans to maximize payments.
    c. Falsifying certificates of medical necessity or billing for services not medically necessary.
    d. Unlawfully giving health care providers inducements in exchange for services or referrals.

e. Knowingly submitting bills for services never performed.

C. Whistleblower Protections:

a. A variety of state and federal statutes protect an employee who opposes an illegal act, files a complaint or report with a governmental agency, cooperates in a governmental investigation, or testifies in a legal proceeding. Commonly referred to as *whistleblower or anti-retaliation statutes*, these laws generally prohibit employers from discharging or otherwise discriminating against an employee who engages in such conduct.

b. For example, employees who report false or fraudulent claims violations are protected under state and federal law from any retaliation for doing so.

c. Individuals within an organization who observe activities or behavior that may violate the law in some manner and who report their observations either to management or to governmental agencies are provided protections under the Federal False Claims Act (FCA); Wisconsin Statutes section 146.997; and La Crosse County Policy governing Retaliation Protection Law for Health Care Workers.

VII. RECORDS AND REPORTING:

A. The Provider shall maintain such records and financial statements as required by Local, State and Federal laws, rules and regulations.

B. Individuals shall have access to their records in accordance with applicable state or federal law. Provider shall use its best efforts to make records available to eligible clients or their authorized representatives within ten (10) working days of the record request.

C. Provider shall have procedures to provide for the prompt transfer of records and exchange of information to Purchaser and other providers for the purposes of managing the eligible client's medical and long term care and providing referral services.

D. The use or disclosure, as well as access to, any information by any party concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the person or their legal guardian.

E. The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in the format specified by the Purchaser.

F. Provider shall maintain and, upon request, furnish to Purchaser any information requested by Purchaser relating to the quality and quantity of services covered by this contract.

G. Provider shall maintain written description of care and service verification, including the dates of services performed for all the purchased services rendered, as specified by Purchaser. Provider shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers or other official documentation evidencing in proper detail the nature and propriety of the services provided.

H. Provider agrees to maintain and preserve its accounting and other financial management records pertaining to this contract in a form and manner consistent with all applicable state and federal laws and principles of proper accounting and financial management.

I. If the Provider subcontracts any part of this Contract, the Provider is responsible for fulfillment of the terms of the Contract and shall give prior notification of such subcontracting to the Purchaser for approval.

J. Provider agrees to provide a copy of any record produced or collected as a result of this Contract to the Purchaser, upon request, to enable Purchaser to comply with any request under the Wisconsin Public Records Law.

K. Provider agrees that there shall be no charge to Purchaser for any requested copies of records produced or collected as a result of this Contract.

VIII. CLAIMS DISPUTE, APPEALS AND GRIEVANCES:

A. If Provider wishes to dispute a claim denial or claims payment, it may request that the Purchaser reconsider its action by filing a written request with Purchaser's Financial Manager within sixty (60) days of Purchaser action. Provider may appeal Purchaser's reconsideration decision or failure of the Purchaser to respond within forty-five (45) days of a reconsideration request, by filing a written request to the DHS, DCF or DWD within sixty (60) days of the Purchaser's final decision or failure to respond. In filing a request for reconsideration or appeal, Provider shall clearly mark it as an "appeal" and indicate the Provider's name and address, date of service, date of billing, date of rejection, and reasons for Provider's request for reconsideration or appeal.

B. If Provider wishes to dispute a CLTSW claims denial or claims payment, Provider will need to submit a claims resolution form to the Purchaser with supporting documentation (i.e. copy of Explanation of Benefits) and a reason for the request. When the review is completed, Purchaser will notify Provider of the result.

C. Purchaser shall be notified in writing of all written complaints filed against the Provider, related to services performed hereunder. Provider agrees to fully cooperate with Purchaser in researching and resolving complaints and grievances regarding Provider's services. Such cooperation will include furnishing information to Purchaser within fifteen (15) working days of its request. If the Provider does not meet the fifteen (15) working day requirement, the Provider must explain why and indicate when the records will be provided. Purchaser shall inform the Provider in writing with their understanding of the resolution of the complaint.

IX. ACCESS TO SERVICES, PREMISES AND RECORDS:

A. Provider must not create barriers to access of necessary services by any requirements it imposes. At Purchaser's request, Provider will submit to Purchaser any policies and procedures it develops that are material to providing services so that Purchaser is able to assure that barriers are not created.

B. Provider certifies that services will be conducted in compliance with federal and state Civil Rights Compliance regulations. The United States Department of Justice and/or the State of Wisconsin retain the right to seek the enforcement of these regulations.

C. Provider shall allow duly authorized representatives of the Purchaser, State of Wisconsin, or Federal Government, during normal business hours, access to its premises to inspect, audit, monitor or otherwise evaluate the performance of Provider and its subcontractors, if any.

D. In the event access is requested, Provider shall make staff available to assist in the audit or inspection effort and provide adequate space on the premises to reasonably accommodate personnel. All inspections and audits will be conducted in a manner that will not unduly interfere with the performance of the Provider's activities.

E. Purchaser and duly authorized state and federal representatives shall have the right upon request to inspect, examine, or copy records, including individual records, pertaining to this contract and maintained by the Provider.

F. Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider’s records and financial statements as necessary to review Provider’s compliance with contract requirements for the use of the funding.

X. WITHHOLDING:

A. Purchaser may withhold any payments otherwise due to Provider if Provider fails to perform in accordance with this contract, and may hold the payments until Provider corrects its failure to perform.

B. Purchaser may withhold any new authorizations and/or admissions if Provider is found to be in violation of this contract

XI. LIABILITY OF PURCHASER:

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

XII. LICENSURE AND CERTIFICATION:

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

XIII. EXCLUSION FROM STATE AND FEDERAL HEALTH CARE PROGRAMS:

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

XIV. QUALITY ASSURANCE/QUALITY IMPROVEMENT PROGRAMS

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

XV. SAFETY:

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

XVI. INDEMNIFICATION:

A. The Provider agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Purchaser, and its agents, officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Provider, or its (their) agents and/or subcontractors which may arise out of or are connected with the activities covered by this Contract. Provider shall indemnify and hold Purchaser harmless from any award of damages and costs against Purchaser for any action based on U.S. Patent or Copyright infringement regarding computer programs involved in the performance of the tasks and services covered by this Contract.

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

XVII. INSURANCE

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

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

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

C. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall within five (5) working days cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address. Purchaser shall cooperate with Provider and its attorneys in defense of any action, suit or other proceeding.

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

A. The Provider shall submit **one** copy of an annual agency-wide or program audit to the Purchaser if the total amount of annual governmental funding through this and other contracts is $75,000 or more.

B. Providers with annual governmental funding through this and other contracts between $25,000 and $75,000 will be required to submit a copy of the "Vendor Statement of Revenue and Expense" outlined in Appendix 3. Providers may also submit an annual governmental audit in place of this Statement.

C. Exception to requirement in XVIII.A. and B. above: Residential Care Centers or Group Homes licensed under DCF 52 and DCF 57, respectively are required to submit **one** copy of an audit to the Purchaser if the total amount of annual governmental funding through this and other contracts is $25,000 or more. Audits are an essential part of the process for DCF's claim to the federal government for Foster Care IV-E and Title XIX to help pay for care for children in these facilities who are eligible for those programs.

D. The audit shall be in accordance with the requirements of OMB Uniform Guidance "Audits of State, Local Government, and Non-Profit Organizations" (online at www.whitehouse.gov/omb/circulars) if the Provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit shall also be in accordance with:
-The State Single Audit Guidelines (http://www.doa.state.wi.us/divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines), if the provider is a local government that meets the criteria of OMB Uniform Guidance for needing an audit in accordance with that Circular or
-The DHS Audit Guide (http://www.dhs.wisconsin.gov/Grants/Audit/auditdept/index.HTM), for all other providers.

E. The Provider agrees to deliver to the Purchaser **one** copy of the resultant audit report or "Vendor Statement of Revenue and Expense" no later than 180 days after the completion of the Provider's fiscal year.

F. With the exception of governmental entities organized under s. 59.01, 66.013, 38.01, 139.30, or 117.01, Wis. Stats., the Purchaser shall notify the Provider within 180 days of receipt of the audit completed by the independent auditor, whether or not the audit meets the requirements of the DHS/DCF's audit guidelines.

G. In the event that the Provider fails to have an appropriate audit performed, or fails to provide required financial reports as indicated in A. and B. above, to the Purchaser within the specified timeframes, the Purchaser will follow the appropriate steps in the Human Services Vendor Audit and Financial Reporting Policy which are:

1. A reminder letter will be sent out to the provider if the audit report or "Vendor Statement of Revenue and Expense" is not received 180 days after year-end. An extension of up to 90 days may be granted at that time if the Provider submits the request in writing to La Crosse County Human Services. The extension will be granted in writing from La Crosse County Human Services to the Provider.
2. If the provider's audit report or "Vendor Statement of Revenue and Expense" is not received by 270 (180 + 90) days after the Provider's year-end, the Provider will stop receiving payment for services until the Provider provides La Crosse County Human Services with the "Vendor Statement of Revenue and Expense" or an engagement letter from their auditor stating that they have begun the audit and it will be done within 90 days. At the time La Crosse County Human Services receives the required document(s) from the Provider, payment for services will resume and back payments that were held will be made within 45 days.
3. If the Provider's audit report is not received by 360 (270 + 90) days after the Provider's year-end, the provider will stop receiving payment for services until the Provider provides La Crosse County Human Services with the audit report. If the Provider is required to do an audit and has not provided La Crosse County Human Services with an engagement letter from an auditor, La Crosse County Human Services will hire an auditor to perform the Provider's audit. The payments being held will be used to pay the auditor for the audit, not to exceed a predetermined hourly rate multiplied by the number of hours reported by the auditor. At the time when La Crosse County Human Services receives the Provider's audit report, payment for services will resume and back payments that were held will be made within 45 days. La Crosse County Human Services will subtract the amount LCHS paid to the auditor from the amount owed to Provider.
4. If the Provider's audit report or "Vendor Statement of Revenue and Expense" is not received by 540 (360 + 180) days after the Provider's year-end, La Crosse County Human Services will serve the provider with a 60-day written contract termination notice.

H. When contracting with an audit firm, Provider shall authorize its auditors to provide access to applicable work papers, reports, and other materials generated during the audit to the appropriate representatives of the Purchaser and the DHS/DCF/DWD. Such access shall include the right to obtain copies of applicable work papers and computer disks, or other electronic media, upon which records/working papers are stored.

I. Since contracts with group homes and child caring institutions for out-of-home care for children AND adult family homes and CBRF's for residential care for adults constitute a vendor relationship, they are not subject to OMB Uniform Guidance, although these agencies may still need to have single audits if they are non-profit and if they expend more than $750,000 in federal awards for other activities. Therefore, group home, child caring institutions, adult family homes and community-based residential facilities will typically need to have audits in accordance with just the provisions of the DHS Audit Guide.

J. If Provider feels that a waiver of the audit requirement should be granted, Provider must initiate the waiver request before the Purchase of Service Contract is signed by the Provider. Providers of goods only are not required to submit an audit report.

XIX. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES:

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

XX. CONDITIONS OF THE PARTIES OBLIGATIONS:

A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Wisconsin Department of Health Services, Department of Children and Families and Wisconsin Department Workforce Development shall serve to terminate this contract, except as further agreed to by the parties hereto. This contract is not assignable by Provider either in whole or in part, without the prior written consent of Purchaser.
B. Provider must be in compliance with the provisions and requirements of Title 2 CFR Part 200 http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1&rgn=div5#_top.
C. Nothing contained in this contract shall be construed to supersede the lawful powers and duties of either party.
D. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
E. It is further understood, that if this contract was awarded pursuant to a Request For Proposal or Preferred Provider Solicitation Package, that the requirements in those solicitations, along with proposal from the Provider, shall be considered a part of this contract.
F. Providers of services that are funded through grants, where the Purchaser is the fiscal agent, agree to abide by the Purchaser's travel policy's reimbursement rate structure.

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

A. In the event that Purchaser is audited and found to be in non-compliance with auditors' requirements relating to actions of the Provider (i.e. inadequate documentation, background checks, training hours, etc.), the Provider shall be held financially responsible for any cost to Purchaser as a result of auditors findings.
B. Failure to comply with any part of this Contract may be considered cause for revision, suspension or termination.
C. Revision of this contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.
D. This contract may be terminated or suspended due to deficiencies in quality or quantity of services. Provider shall notify Purchaser whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser shall determine whether such inability will require a revision or early termination of this Contract.
E. If Purchaser finds it necessary to terminate the contract prior to the contract expiration date for reasons other than non-performance by the Provider, the Purchaser may compensate the Provider for an amount determined by mutual agreement of both parties.
F. This contract can be terminated by 60-day written notice by either party.
G. In the event that the contract is terminated or not renewed by either Purchaser or Provider, Provider agrees to cooperate in transitioning services provided to eligible clients under this contract to Purchaser or to another Provider designated by Purchaser.
H. This Contract, or any part thereof, may be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by Federal or State law or regulations or court action; 3) monies available affecting the substance of this contract.
I. The Purchaser reserves the right to cancel any contract in whole or in part without required notice and without penalty due to non-appropriation of funds by the State of Wisconsin, County of La Crosse or any other funding source.

J. Chapter 50.03(14), Wis. Stats., governs the closing of a Community Based Residential Facility (CBRF). It states that, upon DHS approval of the facilities plan to relocate its residents (or the imposition of such a plan by the DHS), the facility must establish a closing date not earlier than 90 days from the date of DHS approval or imposition of the relocation plan when 5 to 50 residents will be relocated. This same statute also requires a minimum of 120 day period when more than 50 residents will be relocated.

K. Annual rate adjustments for multi-year contracts will be made automatically following the July Consumer Price Index for Urban Regions (CPI-U).
   1. The rate will be determined from tables from the U.S Department of Labor-Bureau of Labor Statistics for the Midwest Urban region for areas of 50,000 or more.
   2. Should the CPI-U ever be less than 0%, the provider rates will stay the same as the current year. Should the CPI-U be more than 3%, Provider rates will go up 3%.
   3. Automatic Rate Adjustments exclude services that are purchased at Retail Price, MA rates and reimbursement rates set by the State (i.e. children's group homes/residential care centers, autism, etc.) Also excluded are contracted rates that include a total $ amount not to exceed during the contract period.
   4. Rates agreed upon for more than one year will appear in Appendix 1, if agreed upon at the onset of the contract period, or will be done through an addendum to the contract at the time the current period is ending.
   5. If Purchaser and Provider fail to agree to these automatic rate changes, the contract will terminate at the end of the current period.

XXII. HIPAA COMPLIANCE

A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

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

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

A. Provider is prohibited from publishing any written articles, pictures or video of any client that receives services under this contract unless Purchaser specifically approves of the intended written information or pictures to be released. The provider is prohibited from publishing any written articles, pictures or video of any client, client belongings or client activities whether the client is identified or not. All reference to clients of the La Crosse County Department of Human Services is strictly prohibited. Further the Provider is prohibited from publishing any written articles, pictures or video of any client family member or person visiting the client that receives services under this contract unless Purchaser specifically approves of the intended written information or pictures to be released. Provider is prohibited to publish any anonymous article(s) that could be linked back to a specific client, client family member or person visiting the client that receives services under this contract.

B. Publishing or image creation of actual program recipients and/or clients in any form of social media is prohibited. Prohibited publishing of client written information or images includes, but is not limited to newspaper, newsletters, Facebook, Twitter, Caring Bridges, Blogs, any internet websites, any social media. Prohibited publishing and image sharing includes any form of electronic exchange, personal camera, cell phones, internet websites, social media and any websites, media or social media that is not listed or websites or media forms created in the future.

C. Exceptions to XXIII.A. and B. can occur only when a client has completed and signed off on La Crosse County's Social Media Consent/Release Form or other form acceptable to Purchaser.

XXIV. APPENDICES

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

_X_ Appendix 1 – Reimbursement for Authorized Services

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___ Appendix 2(1) – Family and Children's Section Authorization Procedures
___ Appendix 2(2) – Integrated Support and Recovery Services Section Authorization Procedures
___ Appendix 2(3) – Justice Support Services Authorization Procedures
___ Appendix 3 – Audit Requirements **(due 180 days after Provider Year End)**
___ Appendix 3(1) – Audit Requirements for Non-Profit and Governmental Entities
___ Appendix 3(2) – Audit Requirements for Hospitals and Clinics
___ Appendix 3(3) – Audit Requirements for For-Profit Entities
_X_ Appendix 4 – Civil Rights Compliance Requirements
___ Appendix 4(1) – Civil Rights Compliance Letter of Assurance **(complete & return)**
_X_ Appendix 4(2) – Certification of Non-Discrimination Practices **(sign & return)**
_X_ Appendix 5 – Certification Regarding Debarment and Suspension (**sign & return**)
_X_ Appendix 6 – Certification Regarding Lobbying (**sign & return**)
___ Appendix 7 – Caregiver Background Check **(sign & return)**
_X_ Appendix 8 – Business Continuity Plan and Disaster Plan **(complete and return)**
___ Appendix 9 – Integrated Support and Recovery Services Confidentiality Contract
___ Appendix 10 – Community Recovery Services (CRS) Requirements **(complete and return)**
___ Appendix 11 – Comprehensive Community Services (CCS) Program Information
___ Appendix 12 – Children's Long Term Support Waiver (CLTSW) Requirements **(complete and return)**

XXV.SIGNATURES:

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

_____ _____

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

_____ «PublishDate»
Purchaser's Authorized Representative Date
County Board Chair

_____ «PublishDate»
Purchaser's Authorized Representative Date
Human Services Director

APPENDIX 1(Page 1) – REIMBURSEMENT FOR AUTHORIZED SERVICES

PURCHASER AND PROVIDER AGREE:
Reimbursement for authorized services provided to eligible clients will be determined in accordance with this Appendix.

The maximum payment under this contract is

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

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

Method of Payment – The Method of Payment (as indicated below for each service) will be the following:
1. Purchaser will reimburse Provider monthly, based on billed authorized units of service delivered, at the agreed upon rate. If Rate below indicates "Quote", a written quote is **required** prior to each purchase.
2. Purchaser will reimburse Provider monthly based on 1/12th of the estimated total Contract. The final payment will be adjusted to reflect the total billed and authorized units of service provided during the contract period, at the agreed upon unit rate. These are exceptions to being paid under the normal provisions of the contract. When Method of Payment below is #2, it will also state a date of when reconciliation between the contracted payments and the authorized/delivered units will occur. If the reconciliation reveals that the calculation of the payment based on the Provider's authorized units delivered at the agreed upon rate(s) exceed the 1/12th payments made, the Purchaser will then issue a payment to the Provider. If the reconciliation reveals that the Purchaser's 1/12th payments exceeded the calculation of the payments based on the Provider's authorized units delivered at the agreed upon rate(s), the Purchaser will require the Provider to refund the difference or will subtract the difference from future checks. The exact process for the Purchaser to recapture the amount owed will be mutually decided upon between both parties at the time of reconciliation, dependent upon the amount owed and the impact that it will have on the Provider's service delivery. All funds should be recaptured by December 31st of the current year.
3. Purchaser will reimburse Provider monthly based on current Medical Assistance (MA) rates as published by the Wisconsin Medical Assistance Program. Providers are reimbursed at the lesser of their billed amount or the maximum allowable fee for the procedure. Provider will bill Purchaser using MA Procedure Codes per service.

The rates below are effective for the current period and not the full term of the Contract, unless otherwise agreed upon.

Service Description	Rate	Unit Type	# of Units	Total Amount	Method of Payment

APPENDIX 4

CIVIL RIGHTS COMPLIANCE/LIMITED ENGLISH PROFICIENCY:

All recipients of Federal and State funds are required to complete and submit a Civil Rights Compliance (CRC) Letter of Assurance (LOA) to Purchaser, regardless of size of the Provider. If Provider is required to submit their CRC LOA directly to a State of Wisconsin Department, Provider can submit a copy of that CRC LOA to our agency to meet this requirement. If Provider is not required to submit a CRC LOA directly to a State of Wisconsin Department, please meet this requirement by using the following pages in Appendix 4(1) (A-H).

Agencies that employ 50 or more employees and receive $50,000 or more in funding must complete a CRC Plan, which must be kept on file with the Provider. The plan must be furnished at the time of an on-site monitoring review or upon request of the Purchaser, DCF, DHS or DWD. To assure compliance with the Civil Rights requirements, Purchaser may conduct annual compliance reviews of Providers.

1. If the Provider needs to complete the CRC plan, the Provider can access the needed documents at the following website:

   http://www.dhs.wisconsin.gov/civilrights/CRC/requirements.htm

2. In certain circumstances, the Provider will not be required to submit a Civil Rights Compliance Letter of Assurance to Purchaser. In this case the Provider will receive Appendix 4(2) explaining any further responsibilities.

APPENDIX 4(2)

CERTIFICATION OF NON-DISCRIMINATION PRACTICES

Purchaser strongly encourages Provider not to discriminate in its Employment Practices and Service Delivery.

Providers of **goods** are not required to complete a Civil Rights Compliance Plan or Letter of Assurance to Purchaser. However, if Provider receives federal funding from any source, Title VI of the Civil Rights Act of 1964 and Limited English Proficiency requirements will be applicable to Provider.

Provider certifies that it has policies and procedures in place to assure no discrimination in the areas of employment and service delivery.

_____ _____

«VendorName» Date

APPENDIX 5

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

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

(1) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

(2) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(3) are not presently indicated or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(4) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

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

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

BY _____ Date _____

(Signature of official authorized to sign)

«VendorName»

APPENDIX 6

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

For: **«VendorName»**

APPENDIX 8

BUSINESS CONTINUITY PLAN (BCP) AND DISASTER PLAN

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

_____	_____
Name	Phone
_____	_____
Name	Phone
_____	_____
Name	Phone

«VendorName»