



**ST. CROIX COUNTY – DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**GENERAL TERMS AND CONDITIONS OF PURCHASE**

**Conditions of Purchase**

Subject to the terms and conditions set forth in the State/County Contract covering the Community Youth and Family Aids Programs, Department of Children and Families (DCF) and Department of Health Services (DHS) (hereinafter “Department”), Purchaser agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract.

For all contracts between a Purchaser agency administering programs supervised by the Wisconsin DHS, DCF and the Wisconsin Department of Juvenile Corrections (DJC) and a Provider, the services to be provided for agency clients shall be stated.

- A. Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided. If the Provider’s allowable costs are less than the rate in this contract, the Purchaser will pay the lesser of the two. If the Provider fails to return funds paid in excess of the allowable cost of standard programs categories/clusters provided, Purchaser shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider. The allowable cost of standard programs shall be determined pursuant to the Department’s *Allowable Costs Policy Manual*. Website <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>
- B. If the Provider requests an advance payment in excess of \$10,000, the Provider agrees to supply a Surety Bond per s.46.036 (3) (f), Wis. Stats. The Surety Bond must be for an amount equal to the amount of the advance payment applied for. The advance payment may be up to one-twelfth (1/12) of an annual contract. If the contract period is for less than twelve months, the contract amount may be adjusted in amounts no greater than the amount determined by dividing the contract amount by the number of months in the contract period. Payments made during the month services are provided are not considered advance payment. Upon agreement of the parties, a performance bond or other acceptable form of insurance may be provided in lieu of a surety bond.
- C. All claims for service incurred under this contract must be submitted for payment within ninety (90) days from the date of service. Failure to send the invoice within ninety (90) days from the date of service may result in non-payment of the invoice.
- D. If this contract involves Children’s Long Term Support (CLTS) Waiver payments, please refer to Appendix A.
- E. If this contract provides Behavioral Health Services, provisions of Appendix E will apply.

- F. If this contract provides Birth to 3 Program Services, provisions of Appendix F will apply.
- G. If this contract provides Public Health Services, provisions of Appendix G will apply.
- H. If this contract provides Comprehensive Community Services (CCS), provisions of Appendix H will apply.

### **Billing and Collection Procedures**

- A. The Provider shall charge a uniform schedule of fees as defined in Wis. Stat. § 46.03(18), unless waived by the Purchaser with written approval of the Wisconsin DHS.
- B. Fees collected by Provider 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.
- C. Third-party payments made directly to the client for services rendered under this contract are the responsibility of the Provider to collect.
- D. The billing and collection effort of the Provider may be limited at the discretion of the Provider to the submission of not more than two statements to the client's responsible party or the processing of their third party payment claim forms. Although the Provider may, at its discretion, use more extensive billing and collection procedures, Provider shall not be obligated to institute suit to collect sums due, nor to undertake any other collection procedure with respect to third party payment sources or the client. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code DHS §§ 1.01-1.06.

### **Invoices**

All invoices must be itemized and provided to the County before any payment may be authorized. All invoices need to include the Purchase Order number, Line Item number of merchandise shipped, prices, terms, dates, quantities, and all other pertinent information, and all charges for delivery and freight listed separately. All invoices shall be mailed, faxed, or emailed to the St. Croix County Government Center, ATTN: Finance Department, 1101 Carmichael Road, Hudson, Wisconsin 54016; Email: [finance@co.saint-croix.wi.us](mailto:finance@co.saint-croix.wi.us), Fax: (715) 381-4926.

### **Tax Exemption**

St. Croix County is exempt from State of Wisconsin sales tax by virtue of exemption certificate number 041777. Wisconsin Retailers' occupation tax, use tax, and municipal retailer's occupation tax do not apply to materials purchased by St. Croix County. Provider must not charge for any of these taxes. If billed for the above taxes, the invoice will be paid short to deduct the cost of non-applicable taxes.

### **Eligibility Standards for Recipients of Service**

The Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this contract from the Provider will be determined by the Purchaser.

An individual is entitled to the right an administrative hearing concerning eligibility and the Purchaser shall inform individuals of this right.

### **Indemnity and Insurance**

- A. Provider agrees that it will at all times during the existence of this contract indemnify Purchaser against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this contract; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser.
- B. The Provider agrees that, in order to protect itself as well as the Purchaser under the indemnity provision set forth in the above paragraph, the Provider will at all times during the term of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:
  - Comprehensive General Liability: minimum amount \$1,000,000.
  - Auto Liability (if applicable): minimum amount \$1,000,000.
  - Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year.
  - Umbrella Liability (as necessary): minimum amount \$1,000,000.
- C. Upon signing this contract, Provider will furnish Purchaser with a “Certificate of Insurance” verifying the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter indemnified against, Purchaser shall notify the Provider by certified mail within five working days of receiving notice of the action, suit, or proceeding.

### **Affirmative Action/Civil Rights Compliance**

- A. If the Provider has more than twenty-five (25) employees and receives more than twenty five thousand dollars (\$25,000) from the Department, a current copy of the Sub-recipient Civil Rights Compliance Action Plan for Meeting Equal Opportunity Requirements under Titles VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Act, the Age Discrimination Act of 1975, the Discrimination in Employment Act of 1967, the Omnibus Budget Reconciliation Act of 1981, the Americans with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act, shall be developed and maintained on file by the Provider. The plan may cover a two (2) year period. Providers that have less than fifty (50) employees or receive less than a total of twenty five thousand dollars (\$50,000) must develop and maintain on file a Letter of Assurance.
- B. Affirmative Action (AA) is the first component of the CRC Plan. The Provider must develop and maintain on file an Affirmative Action Plan that covers a two or three-year period.

- C. The Provider may request an exemption from submitting an AA Plan if it:
  - 1. Has an annual work force of less than twenty-five (25) employees,
  - 2. Is a governmental entity (e.g., county, municipality or state university) or
  - 3. Has a balanced work force.
- D. Nevertheless, if the Provider does not have a balanced work force in specific job groups, it is required to develop and maintain on file a recruitment strategy to address under-representation of that job group.
- E. “Affirmative Action Plan” is a written document that details an affirmative action program. Key parts of an affirmative action plan are:
  - 1. A policy statement pledging nondiscrimination and affirmative action employment,
  - 2. Internal and external dissemination of the policy,
  - 3. Assignment of a key employee as the Equal Opportunity Coordinator,
  - 4. A workforce analysis that identifies job classifications where representation of women, minorities and the disabled are deficient,
  - 5. Goals and timetables that are specific and measurable and that are set to correct deficiencies and to reach a balanced workforce,
  - 6. A revision of employment practices to ensure that they do not have discriminatory effects, and
  - 7. The establishment of internal monitoring and reporting systems to measure progress regularly.
- F. If the Provider is not exempt, it shall conduct, keep on file, and update annually a separate and additional accessibility self-evaluation of all programs and facilities; including employment practices for compliance with the Americans with Disabilities Title I regulations, unless an updated self-evaluation under Section 503 of the Rehabilitation Act of 1973 exists which meets the ADA requirements.
- G. Civil Rights are the second component of the CRC Plan that must be developed and maintained on file by the Provider. The civil rights requirements address non-discrimination in service delivery to clients, consumers, or patients.
  - 1. The Provider must have the following policies and procedures to ensure that no otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability or age.
  - 2. This policy covers eligibility for and access to service delivery and equal treatment in all programs and activities. All employees of the Provider are expected to support goals and programmatic activities relating to non-discrimination in service delivery.
- H. Equal Employment Opportunity is another part to the second component in the CRC Plan. It addresses the requirements that the Provider must meet to ensure non-discrimination in all employment conditions. The federal and state laws state that:
  - 1. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race/ethnicity, religion, gender, sexual orientation, color, national origin or ancestry, disability (as defined in Section 504 of the Rehab Act and the Americans with Disabilities Act), arrest or conviction record, marital status,

political affiliation, military participation, the use of legal products during non-work hours, non-job related genetic and honesty testing. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

2. The Provider shall post the Equal Opportunity Policy, the name of the 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 according to the DHS standards and made available in languages and formats understandable to applicants, clients and employees. The Purchaser will continue to provide appropriate translated program brochures and forms for distribution.
  3. The Provider agrees to comply with the Purchaser's guidelines in the Civil Rights Compliance Plan Standards and a Resource Manual for Equal Opportunity in Service Delivery and Employment for the DHS, its service providers and their subcontractors.
  4. Requirements herein stated apply to any subcontracts or grants. The original Provider must ensure any and all subcontractors are in compliance, as per the CRC Standards.
  5. If the Provider is a direct provider of the DHS, the Provider will be required to develop and submit a CRC Plan to the DHS. The Purchaser need not require the Provider to submit a second copy to the Purchaser.
  6. The Purchaser will monitor the CRC Plan of the Provider. The Purchaser will conduct reviews to ensure that the Provider is ensuring compliance by its subcontractors or grantees according to guidelines in the CRC Standards.
  7. The Provider agrees to comply with civil rights monitoring reviews, including the examination of records and relevant files maintained by the Provider, as well as interviews with staff, clients, and applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to the DHS procedures. The Purchaser will also conduct reviews to address immediate concerns of complainants.
  8. The Provider agrees to cooperate with the Purchaser in developing, implementing and monitoring corrective action plans that result from complaint investigations or monitoring efforts.
  9. The Provider shall complete Appendix B, Equal Opportunity Policy, and return to Purchaser.
- I. Language Access is the third component in the CRC Plan. It addresses the way programs and services are provided for persons with disabilities and Limited English Proficient (LEP) speakers.
- J. For persons with disabilities, the Provider agrees that it will:
1. Provide competent sign language interpreters for deaf or hard of hearing participants free of charge at any stage of application or receipt of services;
  2. Provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the processing of complaints or appeals;
  3. Train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics;

4. Make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually or cognitively impaired;
  5. Post and/or make available information materials in formats appropriate to the needs of the client population.
- K. For LEP participants, the Provider must weigh the following four factors:
1. The number or proportion of LEP persons eligible to be served or likely to be encountered by the Provider;
  2. The frequency with which LEP individuals come in contact with the Provider;
  3. The nature and importance of the program, activity, or service provided by the program to people's lives, and
  4. The resources available to the Provider.
- L. Upon consideration of the above four factors, the LEP policies require that the Provider do the following:
1. Analyze its service area to assess the primary language needs of the participants that it serves or encounters;
  2. Establish a plan that will make oral interpretation available and free of charge upon request;
  3. Disseminate written notice in the primary language of the LEP group that interpretation is available and free of charge to groups that constitute less than 50 individuals eligible to be served or encountered;
  4. Provide written translations of vital documents to LEP participants that constitute at least 5% or 1,000 LEP individuals, whichever is less, for the populations served or encountered.
  5. Train staff about the Provider's LEP policies and procedures;
  6. Collect data on primary language use of LEP participants to evaluate the program's effectiveness; and
  7. Identify the LEP Coordinator and establish a complaint process that is accessible to LEP participants.
- M. The Provider will, to the extent possible, hire bilingual staff, work with community associations and contract with competent interpreters or use other ways to ensure accurate interpretation while providing critical health care to a LEP consumer or patient.
- N. The Provider shall complete Appendix C, Certification Regarding Lobbying. If the Provider does participate in lobbying, the Provider shall complete the Standard Form-LLL, "Disclosure Form to Report Lobbying."

### **Contract Revisions and/or Terminations**

- A. Failure to comply with any part of this contract may be considered cause for revision or termination of this contract.
- B. Either party may initiate revision of this contract. Revision of this contract must be agreed to by both parties by an addendum signed by their authorized representatives.
- C. Either party may terminate this contract by a 30-day written notice to the other party.

- D. Upon termination, the Purchaser's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the Purchaser terminates the contract 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.

## **Resolution of Disputes**

The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract and Wisconsin Statute Chapter 68.

## **Records**

- A. The Provider shall maintain such records and financial statements as required by state and federal laws, rules and regulations.
- B. The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review the Provider's compliance with contract requirements for the use of the funding. Provider's records may include client records, employee records, and/or financial records.

## **Reporting**

The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by the Purchaser. All reports shall be supported by the Provider's records. All reports shall be hand delivered to the Purchaser or sent to the Purchaser at the address listed in this contract.

### **A. Annual Audit Report**

- 1. Pursuant to Wis. Stat. §§ 46.036(4) and 66.0143(2)(a), Provider shall submit an annual audit to the Purchaser if the total amount of annual funding provided by the Purchaser through this and other contracts is \$100,000 or more.
  - a. If the Provider has contracts with other entities throughout Wisconsin and the Provider receives state funds that together total more than \$250,000 or federal funds that together total more than \$750,000, the Provider shall report this information to the Purchaser. The Provider shall complete Appendix I to detail all contracts and the amount of the contracts in which Provider receives county, state, and/or federal funds.
  - b. If the Provider does receive state funds that together total more than \$250,000 from all purchasers or more than \$750,000 from all purchasers, the Provider will be required to submit an audit as set forth in XII.A.1.
- 2. The Provider may request a waiver from the Purchaser for the audit requirement. Audits may be waived if a contract is relatively small, when the audit cost is a disproportionate share of the contract amount or when there is an alternate means of monitoring the Provider. If a waiver is granted by Purchaser, the Provider shall submit a balance sheet in lieu of the full audit

3. The audit shall be in accordance with the requirements of OMB Circular A-133 “Audits of States, Local Governments, and Non-Profit Organizations” (on-line at: [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)) if the Provider meets the criteria of that circular for an audit in accordance with that circular. The audit shall also be in accordance with the following DHS standard:
  - The State Single Audit Guidelines (on-line at: <https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>) if the Provider meets the criteria of 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards for an audit or
  - The Provider Agency Audit Guide (on-line at: <https://www.dhs.wisconsin.gov/business/audit-reqs.htm>) for all other providers.
4. In addition to the schedules required under the State Single Audit Guidelines or the Provider Agency Audit Guide, the audit report sent to the Purchaser shall include a supplemental schedule showing the revenues and expenses of this contract. For-profit providers shall include a schedule in their audit report showing the total allowable costs and the calculation of the allowable profit by contract or by service category. Non-profit providers shall include a Reserve Supplemental Schedule (Section 7.1.6 of the Provider Agency Audit Guide) in their audit report, and this schedule shall also be by contract or service category.
5. The Provider shall send the required audit report to the Purchaser at the address listed in this contract within 180 days of the end of the Provider’s fiscal year.
6. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to appropriate representatives of the Purchaser. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work.
7. If the Provider fails to have an appropriate audit performed or fails to provide a complete audit report to the Purchaser within the specified time frame, the Purchaser may:
  - Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
  - Charge the Provider for all loss of federal or state aid or for penalties assessed to the Purchaser because the Provider did not submit a complete audit report within the required time frame;
  - Disallow the cost of the audit that did not meet the applicable standards; and/or
  - Withhold payment, immediately terminate the contract, or take other actions deemed necessary by the Purchaser to protect the Purchaser’s interests.

#### B. Client Rights and Grievances

1. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the Purchaser. The Provider shall, prior to or at the time of admission to the



Provider's Program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure in an area readily available to clients and staff of the program.

2. The Provider shall give the Purchaser a written report for each grievance that is filed in writing against the Provider by any client, their guardian, or legal representative. The Provider shall deliver the report to the Purchaser in person or via registered mail within 5 business days of the Provider's receipt of the grievance. The Provider shall also inform the Purchaser in writing of the resolution of each grievance within five days of resolution.
3. At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary of all grievances that have been filed with the Provider's Program by clients, their guardians, or legal representative since the period covered by the previous written summary and the resolution of each grievance. The Provider shall deliver the annual summary to the Purchaser within 30 days of the end of the reporting period. Additional summaries requested by the Purchaser shall be due within 10 days of the Purchaser's request.

#### C. Caregiver Background Checks

The Purchaser and the Provider agree that the protection of the clients served under this contract is of paramount interest to the parties. In order to protect the clients served, the Provider shall comply with the provisions of Wisconsin Administrative Code Chapter DHS 12 ([http://docs.legis.wisconsin.gov/code/admin\\_code/dhs/001/12.pdf](http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12.pdf)).

1. The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the Purchaser under this contract if such employee has actual, direct contact with the clients of the Purchaser. The Provider shall retain in its personnel files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Wisconsin Department of Justice, the DHS, and the Wisconsin Department of Safety and Professional Services, Wisconsin Department of Children and Families, as well as out of state records, tribal court proceedings and military records, if applicable.
2. After the initial background check, the Provider must conduct a new caregiver background search every four years, or at any time within that period when the Provider has reason to believe a new check should be obtained.
3. The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The Purchaser may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Manual (<https://www.dhs.wisconsin.gov/publications/p0/p00038.pdf>).
4. The Provider shall not assign work under this contract to any individual who does not meet the requirement of this law.
5. The Provider shall notify the Purchaser in writing via certified mail within one business day if an employee has been charged with or convicted of any crime specified in Wisconsin Admin Codes DHS § 12.07(2)

(Website:

[http://docs.legis.wisconsin.gov/code/admin\\_code/dhs/001/12.pdf](http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12.pdf)).

D. Debarment or Suspension Status

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, if the Provider or its principals receive a designation from the state or federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency the Provider shall notify the Purchaser in writing within five business days by registered mail.

E. License, Certification and Staffing

1. The Provider shall meet state and federal service training standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its training, license or certification document and the most recent licensing or certification report concerning the provider to this contract when returning the signed contract to the Purchaser. During the term of the contract, the Provider shall also send the Purchaser copies of any licensing inspection reports within 5 days of receipt of such reports.
2. The Provider shall ensure that employees providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements. The Purchaser shall be allowed to audit the Provider's personnel training files to ensure compliance with program requirements.

### **Provider Responsibilities**

Provider agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contractual agreement. In addition, Provider shall:

- A. Cooperate with the Purchaser in establishing costs for reimbursement purposes.
- B. Maintain a uniform double entry accounting system and an information management system compatible with cost accounting and control systems.
- C. Transfer a client from one category of care or service to another only with the approval of the Purchaser.
- D. If the Provider obtains services for any part of this Agreement from another vendor, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Purchaser for approval.

### **Conditions of Parties Obligations**

This contract is contingent upon continuing authorization and funding by the United States and/or the State of Wisconsin. Any amendment or repeal of a law which removes the

authority for this contract or eliminates the source of funding for this contract will act as an automatic termination of this contract.

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.

### **Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability**

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.

The Provider shall sign and return the Business Associate Agreement, attached as Appendix D.

### **Independent Contractor**

Nothing in this contract shall create a partnership or joint venture between the Purchaser and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Purchaser. All employees of the Provider or its subcontractors shall remain the employees of the Provider or subcontractor. No tenure, or any rights or benefits, including Workers Compensation, unemployment insurance, medical care, sick leave, vacation, severance, withholding taxes or other benefits available to the Purchaser's employees shall accrue to the Provider, subcontractor or the employees of the Provider or subcontractor performing services under this contract.

### **Confidentiality**

The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian.

Except for documents identifying specific clients, this contract and all related documents are not confidential.

### **Conflict of Interest/Ethics**

In addition to ethical standards set forth in Wis. Stat. §19.59 for all County employees and officials [either elected or appointed], the Purchaser has adopted a Code of Ethics that is applicable to County employees in conducting county business. See Chapter 90 of the St. Croix County Code of Ordinances.

Provider, during the period of any Contract with the Purchaser shall not hire, retain, or utilize compensation for any member, officer, or employee of County or any person who, to the knowledge of the Provider, has a conflict of interest. Provider hereby attests that it is familiar with St. Croix County's Code of Ethics, which states in part: "No person may offer or give to an official or employee, directly or indirectly, and no official or employee may solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the official's or employee's vote, official action or judgement, or could reasonably be considered as a reward for any official action or inaction on the part of the official or employee.

Wis. Stat. § 946.12 involving misconduct in public office and Wis. Stat. § 946.13 involving a private interest in a public contract are considered Class 1 felonies and activity considered in violation of these statutes will be reported to the St. Croix County Sheriff's Office for investigation and the St. Croix County District Attorney's Office for prosecution. Questions concerning this matter may be addressed to the Office of Corporation Counsel, 1101 Carmichael Road, Hudson, WI 54016. Phone No.: (715) 381-4315.

### **Assignment**

Neither party to this contract may assign or transfer this contract, or any part thereof, without the written consent of the other party.

## APPENDIX A

Providers authorized to deliver Children's Long-Term Support (CLTS) Waiver services must review and sign the Wisconsin Medicaid Provider Agreement and Acknowledgement of Terms of Participation (the F-00180 form) and submit the completed form to the Wisconsin Department of Health Services. Current and prospective, willing providers must register on the DHS on line Medicaid Waiver Provider Registry at, which is located at:

<http://4.selectsurvey.net/DHS/TakeSurvey.aspx?SurveyID=74L3368K>

The Provider will receive CLTS Waiver payments from the Wisconsin Department of Health Services (DHS) Third Party Administration (TPA) claims vendor according to the TPA claims processing business rules. CLTS Waiver claims shall be submitted to the TPA according to the established TPA business rules.

The Provider has sole responsibility for maintaining the privacy and security of any access code the Provider uses to submit information to the TPA, and any individual who submits information using such access code does so on behalf of the Provider, regardless of whether the Provider gave the access code to the individual or had knowledge that the individual knew the access code or used it to submit information to the TPA.

The Provider is responsible for repaying any overpayment of CLTS Waiver claims to the Department's TPA vendor, and is subject to any sanctions that may be imposed by the DHS, based on any information submitted by the provider any third party in the Provider's name or provider number or using the Provider's access code, with or without the Provider's knowledge or consent, regardless of the manner in which the information was submitted.

The Provider is subject to certain federal and state laws regarding confidentiality and disclosure of medical records or other health information, including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) for all services, information, transactions (including electronic transactions), privacy, and security regulations.

The Provider that renders any direct consumer service is responsible for establishing a written protocol for reporting suspected incidents of abuse, neglect or other threats of health and safety to the participant to the Purchaser, and to maintain a current version of the protocol on file with the Purchaser.

An entity that receives or makes payments under a state Medicaid Plan or any waiver of such plan totaling at least \$5,000,000 annually shall establish written policies for all employees and contractors in accordance with s. 6032 of the Deficit Reduction Act of 2005.

Extrapolation may be used as a method to calculate the amounts owed by the Provider to the Wisconsin CLTS Waiver Program when it has been determined, as a result of an investigation or audit conducted by DHHS, the Wisconsin Department of Justice Medicaid Fraud Control Unit, the federal U.S. Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these entities based on a sample of claims, that the Provider was overpaid.

## APPENDIX B

### EQUAL OPPORTUNITY POLICY

Provider is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Social Services and all applicable state and federal statutes and regulations relating to nondiscrimination in employment and service delivery.

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, marital status or military participation. All employees are expected to support our goals and programmatic activities relating to nondiscrimination in employment.

No otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sex, religion, age or disability. This policy covers eligibility for and access to service delivery, and treatment in all our programs and activities.

In order to comply with all applicable equal opportunity rules, regulations and guidelines, Provider has appointed \_\_\_\_\_ as Equal Opportunity Coordinator. You are encouraged to discuss any perceived discrimination problems in employment or service delivery with this employee.

\_\_\_\_\_ may be reached on (days) \_\_\_\_\_ from (hours) \_\_\_\_\_ at (telephone number) \_\_\_\_\_. Information about our discrimination complaint resolution process is available to you upon request.

## APPENDIX C

### 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is 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.

\_\_\_\_\_  
Provider Name

\_\_\_\_\_  
Date

Title \_\_\_\_\_

## APPENDIX D

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between St. Croix County (hereinafter referred to as “Covered Entity”) and «ProviderName» (hereinafter referred to as “Business Associate”). Covered Entity and Business Associate shall collectively be known as the “Parties.” Parties expressly agree as follows:

**Whereas**, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “business associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent regulations (45 CFR Parts 160 and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5)(collectively, “HIPAA”); and

**Whereas**, Business Associate has, is, and does perform various services for or on behalf of Covered Entity that may or do in fact contain individually identifiable protected health information (hereinafter “PHI”) as defined by § 160.103 of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 through 164, as modified by the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-005 (“the HITECH Act”), and other applicable laws and regulations.

**Whereas**, Covered Entity, in order to meet its obligations to comply with the HIPAA, as such laws and regulations may be amended from time to time, seeks reasonable assurances from Business Associate that Business Associate will comply with the portions of those laws and regulations made applicable to business associates by the HITECH Act.

**Whereas**, Covered Entity and Business Associate may desire to facilitate the services called for by this Agreement by electronically transmitting and receiving data in agreed formats in substitution for paper-based documents and to assure that such transactions comply with relevant laws and regulations.

**Whereas**, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

**NOW, THEREFORE**, the parties agree as follows:

#### 1. **Definitions.**

- A. **Breach** shall have the meaning specified in § 17921 of the HITECH Act as amended by the Omnibus Rule, Federal Register, Vol. 78, No. 17 / Friday, January 25, 2013 / Rules and Regulations, pp. 5566 *et seq.*



- B. **Business Associate** shall have the meaning specified in the Privacy Rule, the Security Rule, § 27938 of the HITECH Act, particularly 45 C.F.R. § 160.103, and the Omnibus Rule
- C. **Covered Entity** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule.
- D. **Designated Record Set** shall have the meaning specified in 45 C.F.R. § 164.501.
- E. **Electronic Health Record** shall have the meaning specified in § 17921 of the HITECH Act as modified by the Omnibus Rule.
- F. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- G. **Protected Health Information (“PHI”)** shall have the meaning specified in 45 C.F.R. § 160.103 as modified by the Omnibus Rule.
- H. **Required by law** shall have the meaning specified in 45 C.F.R. § 164.103.
- I. **Secretary** shall mean the Secretary of the Department of Health and Human Services and those employees or agents designated to act on the Secretary’s behalf.
- J. **Security or Security Measures** means the administrative, physical, and technical safeguards and documentation requirements specified in the Security Rule.
- K. **Security Rule** shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, subparts A and E.
- L. **Unsecured PHI** shall have the meaning specified in § 17932 of the HITECH Act and any regulations issued thereunder by the Department of Health and Human Services (“DHHS”).

## 2. **Obligations of the Business Associate.**

- A. If and to the extent that and so long as required by the HIPAA provisions of 42 U.S.C. §§ 1171 *et seq.* and regulations promulgated thereunder, and any additional security requirements contained in Subtitle D of Title IV of the HITECH Act that apply to Covered Entity but not otherwise, Business Associate does hereby assure Covered Entity that Business Associate will implement appropriate safeguards, including, but not limited to, the administrative, physical, and technical safeguards and documentation requirements of the Security Rule to protect the confidentiality, integrity, and availability of any electronic PHI that it may receive, maintain, or transmit on behalf of the Covered Entity and will appropriately safeguard all PHI regardless of form or format.

- B. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- C. Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement or any security incident of which it becomes aware involving PHI of the Covered Entity.
- D. Business Associate shall ensure that any subcontractors or agents to whom Business Associate provides PHI received from Covered Entity agree to the same restrictions and conditions that apply to Business Associate with respect to such information.
- E. Business Associate shall get “downstream” business associate contracts in place with subcontractors that inform them that under the Omnibus Rule they now qualify as business associates.
- F. Business Associate shall make available PHI in accordance with applicable law.
- G. Business Associate shall provide to individuals who are the subject of PHI received from Covered Entity their rights as made applicable to business associates of covered entities.
- H. Business Associate shall maintain standard records pursuant to this agreement and to provide such records and other necessary information to the Covered Entity or to the Secretary as may be requested or required in writing and as permitted by law. Business Associate agrees that all records kept in connection with this Agreement are subject to review and audit by the Covered Entity upon reasonable notice and written request by the Covered Entity.
- I. Business Associate agrees to document such uses and disclosures of PHI and information related to such disclosures as would be required for a covered entity to respond to a request for an individual for an accounting of uses and disclosures of PHI in accordance with 45 C.F.R. § 164.528.
- J. Upon termination of this Agreement by either party for any reason, Business Associate shall return or destroy all PHI received from Covered Entity that Business Associate still maintains in any form and all copies thereof, shall retain no copies of such information, and shall remain obligated not to use, disclose, or provide such information to third parties unless and until otherwise required to do so by law.
- K. Business Associate shall incorporate any amendments or corrections to PHI when notified pursuant to applicable law.

### **3. Permitted Uses and Disclosures.**

- A. In the event that Business Associate obtains or creates PHI, Business Associate may use or disclosure such PHI only if such use or disclosure is in compliance with each applicable requirement of 45 C.F.R. § 164.504(e) as follows:

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity, provided that such use or disclosure would not violate the Privacy and Security Rules if done by Covered Entity.
  - b. Except as otherwise restricted by this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. If Business Associate uses such information for the purposes set forth above, it will do so only if the disclosure is required by law or if Business Associate obtains reasonable assurances from the person(s) to whom the information is disclosed that the information disclosed will be held confidential and will be used or further disclosed only as required by law or for the purpose for which Business Associate disclosed it to the person(s). Business Associate shall also ensure that the person(s) to whom Business Associate so discloses information notifies Covered Entity of any instances of breach of confidentiality that such person is aware of.
- B. Upon termination of this Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity, including PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate may retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide Covered Entity notification that return or destruction of the PHI is not feasible. Upon mutual agreement of the parties that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible for so long as the Business Associate maintains the PHI.

#### **4. Application of Civil and Criminal Penalties.**

- A. If Business Associate violates any security provision specified above or §§ 1176 and 1177 of the Social Security Act, 42 U.S.C. §§ 1320d-5 and 1320d-6 shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such security provisions.
- B. Business Associate shall be subject to audit of its security measures by the Office of the Inspector General (“OIG”) of DHHS.

#### **5. Information Breach Notification Requirements.**

- A. Business Associate recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and others, including the individual, in case of a security breach of unsecured PHI. In cases in which Business Associate accesses, maintains, retains, modifies, records, stores, destroys, uses, or discloses PHI, Business Associate

without unreasonable delay and in no case later than 60 calendar days following discovery of a breach of such information shall notify Covered Entity of any such breach. Such notice shall include the identification of any individual whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed during the breach.

- B. Business Associate shall be liable for the costs associated with such breach if caused by Business Associate's negligent or willful acts or omissions or the negligent or willful acts or omissions of Business Associate's agents, officers, employees, or subcontractors.
- C. Notification to Covered Entity regarding a breach shall be communicated to via Notification form attached hereto as Exhibit A.

## 6. Miscellaneous.

- A. Business Associate agrees to indemnify and hold harmless Covered Entity, its Board of Directors, officers, agents, employees, and personnel (hereinafter "Indemnified Party") from and against any and all claims, demands, suits, losses, causes of action, or liability that the Indemnified Party may sustain as a result of the Business Associate's breach of its duties or the indemnifying party's errors or omissions within the terms of this Agreement or vicarious liability of the Covered Entity for any act or conduct of the Business Associate adjudged to constitute fraud, misrepresentation, or violation of any law, including violation of any statute or regulation applicable to the conduct of the Business Associate provided pursuant to this Agreement. This indemnification shall include reasonable expenses, including attorney's fees incurred by defending such claims and damages incurred by reason of the indemnifying party's failure to comply with applicable laws, ordinances, and regulations or for damages caused by the indemnifying party.
- B. Costs of Third-party Service Providers. Each party shall be responsible for the costs of any third-party service provider with which it contracts unless otherwise agreed.
- C. Liability for Acts of Third-party Service Providers. Each party shall be liable for the acts or omissions of its third-party service provider while transmitting, receiving, storing, or handling Documents or performing related activities for, with, to, or from such party, provided that, if both parties use the same third-party service provider to effect the transmission and receipt of a Document, the originating party shall be liable for the acts or omissions of such third-party service provider as to such Document.
- D. System Operations. Each party, at its own expense, shall provide and maintain the equipment, software, services, and testing necessary to effectively, reliably, and confidentially transmit and receive Documents.
- E. Business Associate agrees that Covered Entity may amend this Agreement from time to time to the extent required by the provisions of 42 U.S.C. §§ 1171 *et seq.*, HIPAA, the HITECH Act, and regulations promulgated thereunder to ensure that this Agreement is consistent therewith.

- F. Any notice required under the Agreement to be given to Covered Entity shall be made in writing to:

Tammy Wilson, Privacy Officer  
Health Information Management Supervisor  
St. Croix County Dept. of Health and Human Services  
1752 Dorset Lane  
New Richmond, WI 54017  
Phone: (715) 246-8228

- G. Any notice required under the Agreement to be given to Business Associate shall be made in writing to:

**7. Term of Contract.**

- A. The term of the Agreement shall be effective as of the effective date set forth below and shall terminate when all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if it is not feasible to return or destroy such PHI, protections are extended to such PHI in accordance with the termination provisions above.
- B. Without limiting the rights and remedies of Covered Entity elsewhere set forth in this Agreement or available under applicable law, Covered Entity may terminate this Agreement without penalty or recourse to Covered Entity if Covered Entity determines that Business Associate has violated a material term of the provisions of this Agreement and has not cured the breach to the satisfaction of the Covered Entity, in the Covered Entity's sole discretion.

**NOTIFICATION TO ST. CROIX COUNTY  
ABOUT A BREACH OF  
UNSECURED PROTECTED HEALTH INFORMATION**

This notification is made pursuant to Section III.D(3) of the Business Associate Agreement between:

- St. Croix County (Covered Entity) and
- «ProviderName» (Business Associate).

Business Associate hereby notifies St. Croix County that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date of the breach: \_\_\_\_\_ Date of discovery of the breach: \_\_\_\_\_

Does the breach involve 500 or more individuals? Yes/No      If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach:  
\_\_\_\_\_

Names of individuals affected by the breach:  
\_\_\_\_\_

The types of unsecured PHI that were involved in the breach (i.e. full name, Social Security number, date of birth, home address, account number, or disability code):  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **Appendix E**

### **Behavioral Health Services**

- A. Involuntary admissions (i.e. emergency detention by law enforcement)  
Provider shall notify the Behavioral Health On Call Staff within one (1) business day of an involuntary admission.
- B. Voluntary admissions  
Provider shall obtain prior authorization for all voluntary admissions.
- C. Services shall be defined as Standard Program Categories/Clusters as reported for the agency clients on the PPS System.
- D. Purchaser will pay for the day of admission, but not the day of discharge. If admission and discharge take place in the same day, purchaser will pay for one (1) day.
- E. Payment for services will be made only if Purchaser contact person (Behavioral Health Clinical Supervisor) is notified within 24 hours of admission (not including holidays or weekends).
- F. Purchaser will not pay for more than one doctor's visit/charge per day. Doctor may bill for one day after discharge for the discharge summary.
- G. Provider staff will review with and have client sign "Special Billing Arrangement (SBA) Form".
- H. Provider staff will complete the Program Participation System (PPS) Form for every client upon discharge.
- I. Provider staff will complete a discharge summary, including any recommendations for follow-up care, for each visit.
- J. The SBA Form, PPS Form, and Discharge Summary must be sent to Purchaser within seven (7) business days.
- K. For all who are being seen by Purchaser's psychiatrist, Provider will fax discharge medication instructions upon discharge of patient.



## Appendix F

### Birth to 3 Program

St. Croix County expects that the provider will utilize evidence based practices when providing early intervention services for the Birth to 3 Program, specifically:

- Primary coach approach to teaming
- Natural learning environment practices
- Coaching as an interaction style

Everyone working with children identified with the St. Croix County Birth to 3 Program will comply with the Family Educational Rights and Privacy Act (FERPA).

#### **Specific expectations for Provider working with the Birth to 3 Program:**

- The provider will support the use of a team approach to early intervention services by specifically having **one therapist per discipline** (PT, OT, SLP) available for the team (or each team, in the instance of larger caseloads). To the largest extent possible, only ONE therapist from each discipline will be assigned to serve St. Croix County families. Specific exceptions may be warranted as determined between the provider and St. Croix County leadership.
- The provider will support the use of a team approach by supporting each therapist in attending team meetings to be held up to two meetings per month. All therapists will be present for the entirety of the meeting. The provider will compensate therapists for time spent at required team meetings.
- The provider will allow therapists to be flexible in their work hours with the Birth to 3 Program to allow for home visits, IFSP's and other meetings that need to happen during morning, afternoon and early evening hours.
- The provider will allow therapists to utilize joint visits when needed. St. Croix County Birth to 3 will always be the payer of last resort for time spent that is not billable to MA, insurance or other sources.
- The Birth to 3 team will discuss the need for substitute therapists, if needed, to meet the child's IFSP requirement. All substitute therapists need to be trained in Birth to 3 (see training information).

#### **Specific expectations for therapists who work in the Birth to 3 Program.**

##### **Using a Primary coach:**

- Each therapist shall be available with the knowledge and skill sets needed to serve as a primary coach. If the therapist is not comfortable in serving a family in this capacity, they shall ask for additional training either from the provider or St. Croix County or be asked to assume other work duties.
- Therapists from the provider shall work in conjunction with one another and the rest of the team to determine the person best suited to serve as the primary coach.
- If assigned as a primary coach for a family, the therapist is expected to use a coaching interaction style to build the capacity of the parents and other care providers in supporting the child's learning. Additionally, team members will use a coaching interaction style with one another during joint visits and team meetings to support the primary coach in working to meet the needs of the child and family.

**Joint Visits:**

- Team members support the primary coach through joint visits or at team meetings. Joint visits will be conducted at the same time and place. The primary coach predetermines with the parents, questions, expected outcomes and specific actions related to the priorities of the primary coach and parent(s).
- The primary coach debriefs the joint visit with the parents and/or other care providers to evaluate the usefulness of the visit and determine next steps.

**Team Meetings:**

- The therapist understands that the purpose of the team meeting is to share information among team members as families move through the early intervention process and for primary coaches to receive coaching from their team members.

**Natural Learning Environment Practices:**

- The therapist will focus intervention on the caregiver's ability to promote the child's participation in naturally, occurring, developmentally appropriate activities with peers and family members.
- The therapist will help caregivers engage in enjoyable learning opportunities that allow for frequent practice and mastery of emerging skills in natural settings.

**Coaching:**

- Therapists will use coaching as an interaction style in interacting with team members, parents and caregivers. Coaching is an adult learning strategy that is used to build the capacity of a parent or colleague to improve existing abilities, develop new skills and gain a deeper understanding of his or her practices for use in current or future situations.

**Training/Additional Information:**

- Five hours/year of professional development related to Birth to 3 is required for each therapist working with Birth to 3 children/families.
- Professional development of therapists should be coordinated with the Birth to 3 leadership.
- Documentation of this development for each therapist should be kept on file by the provider for review if requested.

**St. Croix County will:****Using a primary coach:**

- Identify and work with the provider to determine the need to split, rearrange or assign teams to serve the needs of the children and families within the county.
- Provide the team members to serve in the roles of service coordination and Early Childhood Special Education.
- Assign new referrals to the team (or the team responsible for the geographic area in which the child resides).

**Joint Visits:**

- St. Croix County will be the payer of last resort for all joint visits that are not billable to any pay source.

**Team Meetings:**

- Identify and maintain a leader for the team(s). The team leader will be the facilitator for the team meetings. The team leader will develop an agenda with time limits that have been pre-published.
- Compensate the provider for one meeting per month as spelled out in the contract.

**Training/Additional Information:**

- St. Croix County agrees to provide a meeting with each new therapist working in early intervention to explain expectations, discuss questions and provide any additional information needed for the therapist to effectively join the team. Additionally, St. Croix County agrees to provide ongoing support and assistance to therapists as needed.

## Appendix G

### Public Health WIC Program USDA Nondiscrimination Statement

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable; political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at [program.intake@usda.gov](mailto:program.intake@usda.gov).

Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

## **APPENDIX H**

### **Comprehensive Community Services (CCS) Provider Information**

Medical Assistance will reimburse Purchaser for CCS psychosocial services. The plan must show the need, purpose, and outcome of psychosocial services paid by CCS.

Provider agrees to comply with Purchaser's (St. Croix County) process to receive required prior authorization for providing the services under this contract.

It is understood that the final authority for determining customer eligibility for service and the amount of services to be provided to service recipients rest with Purchaser and that Provider will not be reimbursed for unauthorized services provided to service recipients or provided in amounts that exceed those identified on the Recovery Plan. Also, Provider will not be reimbursed for providing services to service recipients who have lost their eligibility for services, if such services have been provided after the Provider receives notice of loss of eligibility.

Provider agrees to provide services to customers each month only in the amounts authorized by Purchaser and to accept full responsibility for the cost of any services provided by Provider that exceed the amounts authorized by Purchaser. Under no circumstances shall Provider seek payment from Purchaser, or service recipient, for the cost of services exceeding the total amount(s) authorized under this Contract.

Provider agrees that services will be available to eligible customers throughout the entire period of this Contract and to accept all customers referred by Purchaser as long as Provider has capacity to serve authorized customers.

Provider may not transfer a customer from one category of care or service to another without written authorization by the Purchaser. In case of urgent or emergency service need, telephone authorization will be permitted.

In instances when the Provider feels that a customer needs additional services immediately, due to a change in condition or level of care, the Provider may get this prior authorization by contacting the Service Facilitator.

Purchaser reserves the right to withdraw any customer from the program, service, institution or facility of the Provider at any time when in the judgment of Purchaser it is in the best interest of Purchaser or the customer to do so.

Purchaser shall notify the Provider if there are changes or additions to above requirements.

Provider agrees to provide Purchaser with documentation to support services provided to customer and billed to Purchaser. Such documentation will include all medical records of client including

assessment, progress notes, and other items as necessary to provide proof of medical necessity for service provided.

Criminal and caregiver background checks will be conducted, by the provider, on all staff certified under Wisconsin Administrative Code Chapter DHS 36. Contracting providers must comply with reporting requirements in Wis. Stat. § 50.065 and Ch. DHS 12, and the caregiver misconduct reporting and investigation requirements in Ch. DHS 13.

Purchaser will provide the Provider with a form that needs to be completed regarding staff background check dates and credential/licensure information. **This form must be updated yearly and submitted to St. Croix County, 1752 Dorset Lane, New Richmond, WI 54017**

Purchaser is required by Wisconsin Administrative Code Chapter DHS 36 to list the qualifications of any provider that delivers a face-to-face service that is purchased by the program.

Provider will ensure that all staff providing CCS services will comply with Wisconsin Administrative Code DHS § 36.12 training regulations.

Provider shall develop a policy and procedure describing how provider staff will meet all the training requirements of Wisconsin Administrative Code Chapter DHS 36. The Provider will designate a person to coordinate this with St. Croix County CCS and this **form must be updated yearly and submitted to St. Croix County Health And Human Services, 1752 Dorset Lane, New Richmond, WI 54017 by January 31 of each calendar year.**

