

**CONTRACT**

**between**

**DEPARTMENT OF HEALTH AND FAMILY SERVICES  
DIVISION OF DISABILITY AND ELDER SERVICES**

**and**

**AGING and DISABILITY RESOURCE CENTER of**

**«COUNTY»COUNTY**

**January 1, 2005 – December 31, 2005**

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**Contract**  
**between**  
**Department of Health and Family Services**  
**and**  
**Aging and Disability Resource Center of «County» County**

This contract is entered into with an effective date of January 1, 2005 and an effective term of January 1, 2005 through December 31, 2005, by and between the State of Wisconsin represented by its Division of Disability and Elder Services, of the Department of Health and Family Services, whose principal business address is 1 West Wilson Street, P.O. Box 7851, Madison, Wisconsin 53707-7851, hereafter referred to as the Department, and the «County» County «Department», «RCName», whose principal business address is «Address», «CityStateZip» hereafter referred to as the Resource Center.

Whereas, the Department wishes to purchase services as specified in this contract from the Resource Center and the Resource Center wishes to provide services as specified in this contract to the Department.

Therefore, the parties hereto agree as follows:

**I. SERVICES TO BE PROVIDED BY THE RESOURCE CENTER**

**A. Outreach and Public Education**

*1. Performance Goal*

People use the services of the Resource Center.

*2. Marketing And Outreach*

The Resource Center shall develop and implement an ongoing program of marketing and outreach to its target population(s), including people who are isolated or otherwise hard to reach, community agencies, and service providers in its county or service area to inform them of the availability of its services.

*3. Monitoring Effectiveness Of Marketing And Outreach: Number Of Contacts*

The Resource Center shall monitor the effectiveness of its marketing and outreach program in comparison to the following goals for the number of contacts, both initial and follow-up, made with the Resource Center by any means by particular individuals in the target population(s) and by other people for the purpose of requesting information and assistance for particular individuals in the target population(s) and/or for the purpose of providing information and assistance to them.

- a. Goals for a Resource Center serving the elderly:
  - i. For the term of this contract the number of contacts shall be at least eight (8) contacts per month for every one thousand (1,000) people age sixty five (65) or over in the county or service area of the Resource Center or, if the Resource Center is in Milwaukee County, age sixty (60) or over in the county or service area of the Resource Center.
  - ii. For the purposes of this Paragraph a, the number of people age sixty five (65) or over in the county or service area of the Resource Center, or if the Resource Center is in Milwaukee County, age sixty (60) or over, is the figure given in the appropriate cell in Column 1 in Table 1 below, and the number of minimum monthly contacts the Resource Center shall have with and for individuals in the population of people age sixty five (65) or over, or if the Resource Center is in Milwaukee County, age sixty (60) or over, is given in the appropriate cell in Column 2 in Table 1 below.
- b. Goals for a Resource Center serving people with developmental disabilities and/or people with physical disabilities under age sixty five (65):
  - i. For the term of this contract the number of contacts shall be at least eight (8) contacts per month for every one thousand (1,000) individuals with disabilities characteristic of the target population in the county or service area of the Resource Center. In the event that the use of this formula for determining the number of contacts the Resource Center has to have with and/or for individuals with developmental or physical disabilities would lead to a situation where the minimum number of monthly contacts would be less than one (1) contact, the Resource Center shall not use this formula but shall have at least one (1) contact per month with and/or for individuals with developmental or physical disabilities.
  - ii. For the purposes of this Paragraph b, the number of individuals with disabilities characteristic of the target population in the county or service area of the Resource Center is given in the appropriate cells in Columns 3 and 5 in Table 1 below, and the number of minimum monthly contacts the Resource Center shall have with and for individuals in the target population of people with developmental disabilities is given in the appropriate cell in Column 4 in Table 1 below and the number of minimum monthly contacts the Resource Center shall have with and for individuals in the target population of people with physical disabilities is given in the appropriate cell in Column 6 in Table 1 below.
- c. If the Resource Center serves both the elderly and individuals with developmental and/or physical disabilities under sixty five (65), it shall meet the goals specified in Paragraph a immediately above for the number of contacts with people age sixty five (65) or over and it shall also meet the goals specified in Paragraph b immediately above for the number of contacts with individuals with developmental disabilities and/or physical disabilities under sixty five (65).

**Table 1: Minimum Number of Monthly Contacts by Target Group**

County	1	2	3	4	5	6
	Size of Target Group	Minimum Number of Monthly Contacts	Size of Target Group	Minimum Number of Monthly Contacts	Size of Target Group	Minimum Number of Monthly Contacts
	Age 65 or Over 2005	Age 65 Or Over 2005	Age 18-64 with DD 2005	Age 18-64 With DD 2005	Age 18-64 With PD 2005	Age 18-64 With PD 2005
Fond du Lac	14,075	113	1,339	11	362	3
Jackson	2,801	22	266	2	72	1
Kenosha Aging and PD	17,163	137	NA	NA	577	5
Kenosha DD	NA	NA	2,139	17	NA	NA
La Crosse	13,788	110	1,525	12	412	3
Marathon	16,932	135	1,735	14	468	4
Milwaukee	153,154	1,225	NA	NA	NA	NA
Portage	7,892	63	988	8	267	2
Richland	3,055	24	234	2	63	1
Trempealeau	4,347	35	358	3	97	1

**Note:** The figures for Milwaukee County include individuals age 60 or over.

4. *Quality Improvement Plan To Increase The Number Of Contacts*

If the number of monthly contacts for the Resource Center falls below the applicable goal specified in Subsection 3 of this section for each of two (2) months in a row, the Resource Center shall analyze the reasons for this shortfall and shall develop and implement a quality improvement plan to increase the number of its monthly contacts if the Resource Center deems it appropriate to develop and implement such a quality improvement plan. In the event that the Resource Center does develop and implement such a quality improvement plan, the Resource Center shall report on the development, implementation, and results of this quality improvement plan in the quarterly narrative reports that it submits to the Department pursuant to Article IV, Section H, Subsection 1, Paragraph c (page 48) of this contract.

5. *Indication That Resource Center Is A County Agency*

All editions of Resource Center marketing material, such as brochures, flyers, handbooks, leaflets, letters, radio and television announcements, and Internet postings, prepared during the effective term of this contract shall indicate that the Resource Center is a county agency. This requirement shall not apply to promotional items, such as pens, pencils, pads of paper, magnets, and shopping bags, that the Resource Center gives away to people in order to make them aware of its existence.

**B. Information and Assistance**

1. *Performance Goal*

People receive information and assistance to get what they need.

2. *Information And Assistance Services*

The Resource Center shall provide information and assistance to the target populations, their friends, family and caregivers and the general public, which meet the following standards:

- a. *Rapid evaluation of the call.* Determine the problem leading to the inquiry, the knowledge and capacities of the inquirer, and the urgency of the problem, in order to determine how to approach the information giving service.
- b. *Provide individuals with useful information.* Provide information, which is updated at least annually, about services, resources and programs which will assist people to experience daily life with dignity and security, maximizing their opportunities for self-sufficiency, and choice.
- c. *Areas of information and assistance.* Provide information and assistance on the following areas at a minimum:
  - i. Adult protective services, abuse, neglect, domestic violence, and financial exploitation;
  - ii. Living arrangements related to long-term care (e.g., information and assistance to people considering a move due to health, disability or frailty);

- iii. Disability and long-term care related services (e.g., in home support, care management, respite, equipment, training, transition planning, independent living skills, death and dying issues);
  - iv. Paying for long-term care related services (e.g., public programs, long-term care insurance, other private resources);
  - v. Health (e.g., recuperative care, disease, conditions, dementia, health, health promotion, medically related care);
  - vi. Behavioral health (e.g., mental health, alcohol and other drug abuse);
  - vii. Employment, training and vocational rehabilitation;
  - viii. Financial and other basic needs (e.g., benefits, Medicaid, Medicare, health insurance, food, poverty, money, shelter, paying for medical care and medications);
  - ix. Transportation;
  - x. Nutrition (e.g., congregate meals, home delivered meals, counseling);
  - xi. Home maintenance (e.g., chores, yard work, home safety);
  - xii. Legal issues (e.g., tax laws, power of attorney, guardianship, consumer rights, advocacy, discrimination, complaints and grievances);
  - xiii. Education, recreation, life enhancement, volunteerism; and,
  - xiv. Family Care.
- d. *Provide counseling on services.* Provide counseling on long-term care services, personal goals and outcomes including a face-to-face meeting if needed. Counseling is generally a more time intensive service than information provision and involves helping consumers evaluate their strengths and preferences, as well as educating them regarding available long-term care services.
- e. *Provide referral/assistance services.* The service consists of determining the needs of the inquirer, evaluating appropriate resources, indicating organizations capable of meeting those needs, helping callers for whom services are unavailable by locating alternative resources, and actively participating in linking the inquirer to needed services.
- f. *Provide follow up.* Follow up with people as needed to determine the outcomes and provide additional assistance in locating or using services as necessary.

- g. *Advocate.* Advocate on behalf of individual or groups when needed services are not being adequately provided by an organization within the service delivery system.

3. *Availability of Information And Assistance Services*

The Resource Center shall provide information and assistance at hours convenient for the public.

- a. The information and assistance service shall provide a phone number which is toll free to all callers in the Resource Center service area.
- b. The phone number of the information and assistance service shall be answered with the advertised name of the information and assistance service or the Resource Center.
- c. The information and assistance service shall be available continuously for at least eight hours a day, Monday through Friday (except for official county holidays), including the hours from 11:00 a.m. through 2:00 p.m., at times the Resource Center determines are most convenient for the public. In addition, the information and assistance service shall be available an additional 10 hours a month at times the Resource Center determines are most convenient for the public and shall have the capacity to set up an occasional after hours appointment when necessary.
- d. During information and assistance service hours, a system shall be in place to ensure that a caller speaks directly to a person, as opposed to an answering machine, except during unusual circumstances.
- e. The Resource Center shall assure that the community it serves has an easily accessed phone system in place to respond to urgent needs of the target populations. The Resource Center shall ensure that after hours callers to the Resource Center know what to do in the case of an emergency or urgent need if the Resource Center is closed.
- f. The Resource Center shall meet Department physical accessibility requirements and be able to provide information and assistance to walk-ins in a private location.

4. *Staffing*

- a. Anyone answering the Resource Center information and assistance phone line shall have the following: thorough knowledge of the mission, operations and referral policies of the Resource Center; general knowledge of the target populations; expertise in phone etiquette; excellent communication skills; ability to recognize and handle special hearing or language needs; ability to recognize emergencies; and knowledge of protocols for handling emergencies.

- b. Staff providing information and assistance services shall possess knowledge and skills similar to those required for a Certified Information Specialist (CIS) through the national Alliance for Information and Referral Systems and shall be competent to provide information and assistance services to the target populations served by the Resource Center.
- c. In addition to possessing the skills and knowledge described in Paragraphs a and b of this subsection, a staff member providing information and assistance services shall have either:
  - i. A Bachelor of Arts or Science degree, preferably in a health or human services related field, and at least one year of experience working with the type of individuals, such as the elderly or individuals with developmental or physical disabilities, who constitute one of the target populations of the Resource Center; or, in the event that the staff member lacks such a degree and such experience,
  - ii. Approval from the Department to provide information and assistance services, where such approval is discretionary on the part of the Department, must be requested by the Resource Center no later than fourteen (14) calendar days after the staff member begins to provide these services, and must be based either on the staff member's post-secondary education and experience or on a written plan prepared by the Resource Center, and submitted to the Department, to give the staff member formal and on-the-job training to develop the skills required to provide these services.

### **C. Elderly Benefits Counseling**

#### *1. Performance Goal*

Older people receive information about, and assistance in, applying for public and private benefits for which they are eligible.

#### *2. Elderly Benefit Specialists*

If the Resource Center serves the elderly, it shall ensure that people have access to the services of an elderly benefit specialist.

#### *3. Staff Status Of Elderly Benefit Specialists*

Elderly benefit specialists may be staff of the Resource Center or of another organization, including another agency, department, unit or similar entity of the county government of which the Resource Center is a part or of another county government.

#### *4. Duties Of The Elderly Benefit Specialists On The Staff Of The Resource Center*

If an elderly benefit specialist is on the staff of the Resource Center, the Resource Center shall ensure that the elderly benefit specialist shall perform the following activities for persons age sixty (60) and older:

- a. Provide accurate and current information on a comprehensive array of private and government benefits and programs as defined by the Department;
- b. Provide information and technical assistance about how to access benefits;
- c. Assist potential applicants for Medicaid, benefits administered by the Social Security Administration, FoodShare, and Family Care to locate and gather verifying data, both financial and non-financial;
- d. Provide consumer and volunteer training and technical assistance to develop self and family advocacy;
- e. Provide information on consumer rights, complaint, grievance and appeals processes;
- f. Provide advice and assistance in preparing and filing complaints, grievances, and appeals at the local and state levels, as well as beyond;
- g. Negotiate on behalf of individuals with Care Management Organizations, service providers, or the state regarding disputes over long-term care services;
- h. Make appropriate referrals for employment-related counseling and services;
- i. Consult with legal back-up personnel working for or with or under contract to the Elderly Benefit Specialist Program to determine appropriate interpretation of law or regulation and appropriate action to assist in resolution of concerns;
- j. Initiate investigations to gather needed factual information to pursue advocacy duties;
- k. Provide representation, as appropriate, for older people as needed in administrative hearings as well as in other formal or informal grievance steps;
- l. Refer to legal backup personnel working for or with or under contract to the Elderly Benefit Specialists Program for consideration of representation in judicial proceeding;
- m. Contribute to discussions with the Wisconsin Council on Long Term Care Reform concerning Family Care implementation, especially identifying areas needing change to improve program quality and effectiveness; and,
- n. Identify concerns and problems of older people and related system-level issues and present that information to appropriate entities.

5. *Duties Of The Elderly Benefit Specialists On The Staffs Of Other Agencies*  
In the event that an elderly benefit specialist is on the staff of another organization, the Resource Center shall have a contract, memorandum of understanding, or similar agreement with this organization indicating that the elderly benefit specialist shall perform the activities listed in Subsection 4, Paragraphs a-n of this section and that individuals shall be able to see or telephone or otherwise make contact with the elderly benefit specialist at a place and time that is convenient for individuals.

**D. Disability Benefits Counseling**

1. *Performance Goal*  
People with developmental and/or physical disabilities receive information about, and assistance in, obtaining or retaining public and private benefits for which they are eligible.
2. *Disability Benefit Specialists*  
If the Resource Center serves individuals with developmental and/or physical disabilities, it shall ensure that people have access to the services of a disability benefit specialist.
3. *Staff Status Of Disability Benefit Specialists*  
Disability benefit specialists may be staff of the Resource Center or of another organization, including another agency, department, unit or similar entity of the county government of which the Resource Center is a part or of another county government.
4. *Duties Of The Disability Benefit Specialists On The Staff Of The Resource Center*
  - a. If a disability benefit specialist is on the staff of the Resource Center, the Resource Center shall ensure that the disability benefit specialist shall perform the following activities for individuals ages eighteen (18) through fifty nine (59) with developmental and/or physical disabilities:
    - i. Provide accurate and current information on a comprehensive array of private and government benefits and programs as defined by the Department in the Disability Benefit Specialist Program's Program Service Document;
    - ii. Provide information and technical assistance about how to access such benefits;
    - iii. Assist potential applicants for private and government benefits and programs as defined by the Department to locate and gather verifying data, both financial and non-financial;
    - iv. Provide information on consumer rights, complaint, grievance, and appeals processes;

- v. Provide advice and assistance in preparing and filing complaints, grievances, and appeals at the local and state levels, as well as beyond;
  - vi. Make appropriate referrals for employment and other disability-related counseling and services, e.g., Pathways to Independence, Independent Living Centers, Benefits Planning, Assistance and Outreach, Wisconsin Coalition for Advocacy;
  - vii. Consult with legal back-up personnel working for or with or under contract to the Disability Benefit Specialists Program administered by the Department to determine appropriate interpretation of law or regulation and appropriate action to assist in resolution of concerns;
  - viii. Initiate investigations to gather needed factual information to pursue advocacy duties;
  - ix. Provide representation, as appropriate, for individuals with developmental and/or physical disabilities as needed in administrative hearings as well as in other formal or informal grievance steps;
  - x. Refer to legal backup personnel working for or with or under contract to the Disability Benefit Specialists Program administered by the Department for consideration of representation in judicial proceeding; and,
  - xi. Follow ch. HFS 10.23(2)(d)2., Wis. Admin. Code, which states that “a benefit specialist may not disclose information about a client without the informed consent of the client, unless required by law.”
- b. If a disability benefit specialist is on the staff of the Resource Center, the Resource Center shall also ensure that the disability benefit specialist shall perform, if and as time and resources permit, the following activities for individuals age eighteen (18) through fifty nine (59) with developmental and/or physical disabilities:
- i. Provide consumer and volunteer training and technical assistance to develop self and family advocacy;
  - ii. Negotiate on behalf of individuals with Care Management Organizations, service providers, or the state regarding disputes over long-term care services;
  - iii. Contribute to discussions with the Wisconsin Council on Long Term Care Reform concerning Family Care implementation, especially identifying areas needing change to improve program quality and effectiveness; and,
  - iv. Identify concerns and problems of individuals with developmental and/or physical disabilities and related system-level issues and present that information to appropriate entities.

5. *Duties Of The Disability Benefit Specialists On The Staffs Of Other Agencies*

In the event that a disability benefit specialist is on the staff of another organization, the Resource Center shall have a contract, memorandum of understanding, or similar agreement with this organization indicating that the disability benefit specialist shall perform the activities listed in Subsection 4, Paragraph a, Subparagraphs i-xi of this section and shall also perform, if and as time and resources permit, the activities listed in Subsection 4, Paragraph b, Subsections i-iv of this section and that individuals shall be able to see or telephone or otherwise make contact with the disability benefit specialist at a place and time that is convenient for individuals.

6. *Training And Qualifications*

- a. The disability benefit specialist shall attend and successfully complete initial and ongoing training as required by the Department.
- b. In addition to satisfying the training requirement described in Paragraph a of this subsection, the disability benefit specialist shall have either:
  - i. A Bachelor of Arts or Science degree, preferably in a health or human services related field, and at least one year of relevant experience; or, in the event that the disability benefit specialist lacks such a degree and such experience,
  - ii. Approval from the Department to provide disability benefit counseling services, where such approval is discretionary on the part of the Department, must be requested by the Resource Center no later than fourteen (14) calendar days after the disability benefit specialist begins to provide these services, and must be based either on the disability benefit specialist's post-secondary education and experience or on a written plan prepared by the Resource Center, and submitted to the Department, to provide the disability benefit specialist additional training beyond that described in Paragraph a of this subsection.

**E. Access to SSI, SSI-E, Medicaid and FoodShare**

1. *Performance Goal*

People are linked to government benefits to which they are entitled and/or eligible.

2. *Referrals To Other Agencies*

When an individual contacts, or is referred to, the Resource Center and appears to be either eligible to receive or interested in receiving Medicaid, SSI, SSI-E and FoodShare, the Resource Center shall refer the individual to the county, state and/or federal agencies responsible for determining the individual's eligibility to receive these benefits.

**F. Emergency Response**

1. *Performance Goal*  
People receive immediate advice and assistance in a crisis situation.
2. *Referrals To Appropriate Providers*  
The Resource Center shall assure people are connected with the appropriate providers of emergency services.
3. *Procedures When The Functional Screen Indicates An Immediate Risk*  
When a situation involving an immediate risk is identified as part of the functional screen, the Resource Center shall make appropriate referrals for emergency services. The Resource Center may provide Adult Protective Services or other emergency services if it has the authority and capacity to do so.
4. *Handling Emergency Calls*  
The Resource Center shall assure that emergency calls to the Resource Center are responded to promptly 24 hours a day, seven days a week. At a minimum, after hours phone calls shall be answered with a message instructing callers who to contact in case of emergency (e.g., 911). Preferably, after hours calls will be forwarded to and answered by a person who can refer callers as necessary in emergency situations.

**G. Elder Abuse and Adult Protective Services**

1. *Performance Goal*  
People are safe and free from abuse and neglect.
2. *Identifying Individuals Who Need Services*  
The Resource Center shall identify persons who may need elder abuse and/or adult protective services.
3. *Access To Services*  
The Resource Center shall ensure that eligible individuals have access to elder abuse services, under s. 46.90, Stats., and adult protective services, under ch. 55, Stats. Services to which the Resource Center shall ensure access include, but are not limited to:
  - a. Abuse and neglect investigations;
  - b. Assistance in obtaining physical custodial care, housing, medical care, medications and food;
  - c. Voluntary or court ordered protective services under ch. 55, Stats., when needed to protect an individual or protect others from the individual;
  - d. Facilitate linkage with law enforcement, domestic violence, mental health services, and emergency detention under ch. 51, Stats., when needed;

- e. Guardianship;
- f. Watts reviews; and,
- g. Representative payee.

**4. *Referrals To Other Agencies***

If the Resource Center is not the agency administering elder abuse and/or adult protective services, the Resource Center shall be responsible for establishing a memorandum of understanding with the county agency or agencies responsible for elder abuse and/or adult protective services regarding referrals, investigations and coordination of services. Regarding referrals:

- a. The Resource Center shall make referrals to the elder abuse and neglect agency and the adult protective services agency (as appropriate), and the Resource Center shall receive and act on referrals from the elder abuse and neglect agency and the adult protective services agency;
- b. The referrals from the Resource Center shall put the person directly in touch with the elder abuse or neglect agency and/or the adult protective services agency (as appropriate), without requiring the person to initiate another contact; and,
- c. If the person being referred to the elder abuse and neglect agency or the adult protective services agency (as appropriate) is age 60 or older, he or she shall be referred through the elder abuse and neglect process as specified in s. 46.90, Stats.

**5. *Identifying Situations That Might Involve Domestic Violence***

Resource Center staff shall be knowledgeable about domestic violence and how to access emergency services designed to address these victims. Staff shall identify situations for potential domestic violence, and facilitate referrals to the appropriate domestic abuse resources.

**H. Transitional Services**

**1. *Performance Goal***

If the Resource Center serves individuals with developmental or physical disabilities as one of its target populations, it shall help young adults in the target populations experience seamless entry into the adult long-term care system.

**2. *Coordination With School Districts And Other Parties***

Outreach to young adults with disabilities transitioning to the adult long-term care system provided by the Resource Center shall be coordinated with school districts, the children's long-term support system, and other long-term support providers in the Resource Center's service area.

3. *Providing Requested Information*

Upon request, the Resource Center shall provide accurate information about the types of services, resources, and programs to support individuals with disabilities when they reach adulthood. The Resource Center is not responsible for providing information or counseling on services for children with disabilities.

4. *Providing Information To School Districts*

Annually, the Resource Center shall provide written information to all school districts in its service area regarding the availability of the Resource Center services, and inviting referrals for Resource Center services to assist students in making the transition to the adult long-term care system.

5. *Providing Information To County Boards And Agencies*

The Resource Center shall provide the 51.437 Board, the county human services department, and the department of community programs (where these entities exist in the service area) and school districts with:

- a. An explanation of what constitutes eligibility for the Family Care benefit;
- b. Information about the services of the Resource Center; and,
- c. Information on CMOs, which includes the CMO's services for the target populations at age 18.

**I. Prevention and Early Intervention Services**

1. *Performance Goal*

People delay or prevent the need to access comprehensive long-term care services. People are helped in retaining or improving functioning where possible.

2. *Developing Information On Risk And Safety Issues*

The Resource Center shall obtain or develop and maintain information on risk and safety issues for use in public education, information and assistance, and other prevention and early intervention activities.

3. *When To Make Risk Assessments*

As a routine part of information and assistance and long-term care options counseling, the Resource Center shall assess the person's situation to identify risk factors and opportunities for prevention and early intervention.

4. *Referrals To Other Agencies*

The Resource Center shall develop linkages with, and refer people to, public health agencies and other entities that have a public prevention and early intervention focus.

5. *Use Of Funds Received For Prevention And Intervention Services*

If the Resource Center receives Department funds for prevention purposes, it shall provide prevention and early intervention services consistent with its application and award notification.

6. *Staff's Responsibility To Identify Risk Factors*

Staff providing prevention and early intervention services shall be knowledgeable about preventable causes of disability and institutionalization, and shall be able to identify risk factors and appropriate prevention and early intervention strategies.

**II. LONG-TERM CARE (LTC) OPTIONS COUNSELING AND THE FUNCTIONAL SCREEN**

**A. Performance Goal**

People have the information they need to make informed choices about long-term care options for themselves.

**B. Definitions**

As used in this article, the following terms have the following definitions:

1. *Adult Relative Of A Person*

Anyone who is related in any degree to the person by blood, including a half relative, such as a half brother, a half sister, and so on, or who is currently related in any degree to the person by the person's current marriage, including a step relative, such as the individual's current spouse, a father-in-law, a son-in-law, a brother-in-law, a stepparent, a stepchild, a stepsibling, and so on.

2. *Guardian Of The Person Of A Person*

A person who is the guardian of the person of a person who has the authority, among other things, to accept and refuse the offer made by the Resource Center to give the person long-term care options counseling and the functional screen.

3. *Make Contact With A Person*

To speak directly with the person in a face-to-face meeting or in a telephone conversation or to communicate with and give information to and receive information from the person by means of an exchange of e-mail, fax, or voice mail messages.

4. *Person With An Activated Power Of Attorney For Health Care For A Person*

A person who has an activated power of attorney for health care for the person who has the authority, among other things, to accept and refuse the offer made by the Resource Center to give the person long-term care options counseling and the functional screen.

**C. Phase-In Plan**

The Resource Center shall work with all the hospitals and all the long-term care facilities in its county or service area to develop and implement a Department-approved phase-in plan. If the Resource Center has developed and begun to implement a Department-approved phase-in plan pursuant to a requirement of a contract it had with the Department prior to this contract, the Resource Center shall update this plan if the Resource Center decides it is appropriate to do so and shall submit the updated plan to the Department for approval. The original or updated phase-in plan shall indicate:

*1. Deadline For The Phase-In Plan*

The steps that the Resource Center will take and when it will take them to provide long-term care options counseling to, and to administer the functional screen on, individuals in its target population(s) who are referred to it by hospitals and long-term care facilities. The Resource Center shall complete the implementation of its phase-in plan in accordance with the following provisions:

- a. No later than the last day of the effective term of this contract if the Resource Center is located in a county or service area where a care management organization is operating on the effective date of this contract;
- b. No later than one (1) year from the date on which a care management organization is scheduled to begin operating if the Resource Center is located in a county or service area where a care management organization is scheduled to begin operating at any time during the effective term of this contract; or
- c. No later than the last day of the effective term of this contract if the Resource Center is located in a county or service area where there is no care management organization and where none is scheduled to begin operating at any time during the effective term of this contract.

*2. Providing Information To Hospitals And Long-Term Care Facilities*

The steps that the Resource Center will take and when it will take them to give all the hospitals and all the long-term care facilities in its county or service area informational materials describing the services of the Resource Center so that these hospitals and facilities can share these materials with the individuals whom they refer to the Resource Center;

*3. Inclusion Of All Groups*

The steps that the Resource Center will take so that it will not exclude any group in its target population(s) for which the Resource Center is responsible during any part of the phase-in; and,

*4. Use Of Objective Criteria*

The objective criteria the Resource Center will use in order to determine how and when to phase in different hospitals and long-term care facilities in its county or service area to the pre-admission consultation program.

**D. When to Offer LTC Options Counseling and the Functional Screen**

The Resource Center shall, in any of the following situations, offer to provide long-term care options counseling to, and to administer the functional screen on, any individual who belongs to any one of its target populations:

1. *Request Or Expression Of Interest By An Individual*  
When the individual makes contact with the Resource Center and expresses an interest in receiving information or advice concerning long-term care options or requests to be given the functional screen or to have access to the Family Care benefit;
2. *Request Or Expression Of Interest By A Person Acting For An Individual*  
When a person acting for, or on behalf of, the individual, including, but not limited to, a guardian of the person of the individual, a person with an activated power of attorney for health care for the individual or one of the individual's adult relatives, makes contact with the Resource Center and expresses an interest in having the individual receive information or advice concerning the individual's long-term care options or requests that the individual be given the functional screen or have access to the Family Care benefit;
3. *Referral Of An Individual By A Hospital*  
When the individual is discharged from, and is referred to the Resource Center by, a hospital and is not, as of the date on which the individual is discharged from the hospital, an enrollee of a care management organization or has not had a functional screen within the six months immediately preceding the date on which the individual is discharged from the hospital;
4. *Referral Of An Individual By A Long-Term Care Facility*  
When the individual is referred to the Resource Center by a long-term care facility and is not, as of the date on which the individual is referred, an enrollee of a care management organization or has not had a functional screen within the six months immediately preceding the date on which the individual is referred; or
5. *Determination By The Resource Center Itself*  
When the Resource Center determines, on the basis of information that it has acquired from or about the individual, that the individual might benefit from receiving long-term care options counseling and the functional screen.

**E. Making Contact With The Individual**

Once an individual comes to the attention of the Resource Center in any of the circumstances and for any of the reasons described in Section D of this article, the Resource Center shall attempt to make contact with the individual or with one or more people who know or might know about the individual's situation, including, but not limited to, the guardian of the person of the individual or a person with an activated power of attorney for health care for the individual, individual's adult relatives, friends, caregivers, or social workers, or an admissions director or discharge planner at a hospital or long-term care facility where the individual stayed, is staying, or will stay. The purpose of making contact with the individual or with one or more people who know or might know about the individual's situation shall be to offer to give the individual long-term care options counseling and the functional screen or to begin a process whereby the Resource Center will offer to give the individual this counseling and this screen.

1. *Timeline For Making Contact*

The Resource Center shall attempt to make contact with the individual or with one or more people who know or might know about the individual's situation within five (5) business days of whichever of the following dates applies to the circumstance in and the reason for which the individual has come to the attention of the Resource Center:

- a. The date on which the Resource Center receives a request from the individual, or from someone acting for the individual, for long-term care options counseling and the functional screen or for access to the Family Care benefit.
- b. The date on which the Resource Center receives from the individual, or from someone acting for the individual, an expression of interest in receiving information or advice concerning long-term care options for the individual.
- c. The date on which the Resource Center receives a referral of the individual from a hospital or a long-term care facility for long-term care options counseling and the functional screen.
- d. The date on which the Resource Center determines that the individual might benefit from receiving long-term care options counseling and the functional screen.

2. *Making Contact Both With Individual And With Someone With Knowledge Of The Individual's Situation Permitted*

Nothing in this section shall preclude the Resource Center from attempting to make contact both with the individual and with one or more people who have or might have knowledge of the individual's situation within the five (5) business-day period referred to in Subsection 1 of this section if the Resource Center finds it possible and appropriate to attempt to do so.

3. *When Contact Not Made*

If the Resource Center is unable to make contact with the individual or with one or more people who have or might have knowledge of the individual's situation within five (5) business days of the appropriate date described in Subsection 1 of this section, the Resource Center shall send a letter to the individual, or to the guardian of the person of the individual or to the person with an activated power of attorney for health care for the individual, offering to give the individual long-term care options counseling and the functional screen and inviting the individual to contact the Resource Center at any time in the future to discuss the individual's situation and long-term care options. If the individual or a person acting for the individual does not respond to this letter within twenty (20) business days of the date on which the letter was sent, the Resource Center need not make any further efforts to contact the individual. If the Resource Center wishes to do so, however, it may continue, at any time during the twenty (20) business day period after the letter was sent or at any time after the end of this period, to attempt to make contact with the individual or with one or more people who know or might know about the individual's situation in order to offer to give the individual long-term care options counseling and the functional

screen or to begin a process whereby the Resource Center will offer to give the individual this counseling and this screen.

*4. When Adult Relative Indicates Individual Not Interested In Long-Term Care Options Counseling Or The Functional Screen*

If, before making contact with an individual who has neither a guardian of the person nor a person with an activated power of attorney for health care, the Resource Center makes contact with one of the individual's adult relatives and if this relative indicates that the individual is not interested in receiving long-term care options counseling and the functional screen, the Resource Center may, but need not, continue to attempt to make contact with the individual or with one or more people who know or might know about his or situation. If the Resource Center does not continue to attempt to make contact or does continue to attempt to make contact but is unable to make contact within five (5) business days of the appropriate date described in Subsection 1 of this section, the Resource Center shall send a letter to the individual offering to give the individual long-term care options counseling and the functional screen and inviting the individual to contact the Resource Center at any time in the future to discuss the individual's situation and long-term care options. If the individual or a person acting for the individual does not respond to this letter within twenty (20) business days of the date on which the letter was sent, the Resource Center need not make any further efforts to contact the individual. If the Resource Center wishes to do so, however, it may continue, at any time during the twenty (20) business day period after the letter was sent or at any time after the end of this period, to attempt to make contact with the individual or with a person who knows or might know about the individual's situation in order to offer to give the individual long-term care options counseling and the functional screen or to begin a process whereby the Resource Center will offer to give the individual this counseling and this screen.

**F. Monitoring Timelines for Follow Up Contacts**

*1. Monitoring Timelines*

The Resource Center shall monitor its ability to meet the timelines referred to in Section E, Subsection 1, of this article in accordance with the following provisions:

- a. At the end of each month, the Resource Center shall determine the total number of individual cases where the Resource Center should have made contact during that month with the individual or with one or more people who know or might know about the individual's situation in order to comply with the deadline of five (5) business days referred to Section E, Subsection 1, of this article.
- b. At the end of each month, the Resource Center shall take the total number of cases determined under Paragraph a of this subsection and shall determine in how many of those cases did the Resource Center actually make contact during that month with the individual or with one or more people who know or might know about the individual's situation within the five (5) business day period referred to Section E, Subsection 1, of this article.

- c. If for each of two (2) months in a row, the number determined under Paragraph b of this subsection is less than ninety percent (90%) of the total number determined under Paragraph a, the Resource Center shall analyze the reasons for this situation.
2. *Quality Improvement Plan To Improve Timeliness*  
If the Resource Center undertakes an analysis pursuant to Subsection 1, Paragraph c of this section that leads it to conclude that it is appropriate to develop and implement a quality improvement plan to increase the number of individuals or people with whom it is making contact within the five (5) business day period, the Resource Center shall do so.
3. *Reporting On Quality Improvement Plan*  
In the event that the Resource Center does develop and implement a quality improvement plan, the Resource Center shall report on the development, implementation, and results of this plan in the quarterly narrative reports that it submits to the Department pursuant to Article IV, Section H, Subsection 1, Paragraph c (page 48) of this contract.
4. *No Sanctions For Failure To Make Initial Contact With Individual*  
Notwithstanding any other provision of this contract, it shall not be regarded as noncompliance with the terms of this contract for which the Resource Center could be sanctioned pursuant to Article XII (page 70) of this contract if the Resource Center fails to meet the goal of making contact with any individual or with any person who knows or might know about the individual's situation within the five- (5) business-day period.
5. *No Sanctions For Failure To Make Initial Contact With A Certain Percentage Of Individuals*  
Notwithstanding any other provision of this contract, it shall not be regarded as noncompliance with the terms of this contract for which the Resource Center could be sanctioned pursuant to Article XII (page 70) of this contract if for each of two (2) months in a row the number determined under Subsection 1, Paragraph b of this section is less than ninety percent (90%) of the total number determined under Subsection 1, Paragraph a of this section.
6. *Sanctions For Failure To Develop Quality Improvement Plan*  
It shall be regarded as noncompliance with the terms of the contract for which the Resource Center could be sanctioned pursuant to Article XII (page 70) of this contract if the Resource Center fails to abide by the provisions of Subsections 1-3 of this section.

**G. Making Offer To Give Individual Long-Term Care Options Counseling And The Functional Screen**

*1. Timing Of Offer To Individual Who Has No Guardian Or Person With An Activated Power Of Attorney*

Once the Resource Center makes contact with an individual who has come to the attention of the Resource Center in any of the circumstances and for any of the reasons described in Section D of this article and who has no guardian of the person or person with an activated power of attorney for health care or once the Resource Center makes contact with one or more people who know about the individual's situation, the Resource Center shall assess the individual's situation in order to determine when would be the best time to make the offer of long-term care options counseling and the functional screen to the individual. In assessing the individual's situation in order to make this determination,

- a. The Resource Center need not make contact with the individual provided that it makes contact with one or more people who know about the individual's situation; and,
- b. The Resource Center shall consider factors such as whether the individual's physical health, state of mind, and psychological outlook is such that the individual is capable of understanding the offer and evaluating the merits of accepting or refusing it, whether or to what degree the individual wants to consult with or is in the habit of consulting with adult relatives or friends before making any important decision affecting his or her future, and so on, and shall give whatever factors it does considers a weight dependent on the circumstances of the individual's situation.

*2. Topics To Cover When Making Offer*

When the Resource Center makes an offer to the individual or to the guardian of the person of the individual or to a person with an activated power of attorney for health care for the individual to give the individual long-term care options counseling and the functional screen, the Resource Center shall do the following:

- a. Explain the purpose of this counseling and this screen and indicate the topics that they will cover;
- b. Explain how this screen will be given;
- c. Explain that this counseling and this screen will be given to the individual at a time and place that is convenient for him or her;
- d. Explain that the individual may, but is not required to, have other people present at this counseling and this screen in order to help him or her provide or obtain information about the topics covered by this counseling and this screen; and,

- e. Explain that there is no legal obligation that the offer to give the individual this counseling and the offer to give him or her this screen be accepted and that both offers may be accepted or refused or one offer may be accepted but the other refused.

**H. Timelines for LTC Options Counseling and the Functional Screen**

The Resource Center shall provide long-term care options counseling to, and/or shall give the functional screen to, any individual who has accepted the offer of this counseling and/or the offer of this screen in accordance with the following provisions:

*1. Goal For Completing Counseling And/Or Screening*

The Resource Center shall complete long-term care options counseling and/or the functional screen for the individual within ten (10) business days of the date on which the individual accepts the offer of this counseling and/or this screen. This goal need not be met if the individual requests a delay or if the individual has an unstable medical condition that makes it impossible for health care professionals to accurately predict the individual's long-term care needs or if the Resource Center does not have all the data that is necessary for health care professionals to accurately predict the individual's long-term care needs.

*2. Goal When Individual Requests Delay*

If the individual requests a delay in the completion of long-term care options counseling and/or the functional screen, the Resource Center shall arrange with the individual a time when it would be convenient for the individual to have the Resource Center complete this counseling and/or this screen.

*3. Goal When Individual Has Unstable Medical Condition*

If the individual has an unstable medical condition, the Resource Center shall make arrangements with the individual or with a person acting for the individual to make contact with the individual once the individual's medical condition stabilizes in order to find a time when it would be convenient for the individual to have the Resource Center complete this counseling and/or this screen.

*4. Goal When Necessary Data Lacking*

If the Resource Center does not have all the data that is necessary for health care professionals to accurately predict the individual's long-term care needs, the Resource Center shall complete long-term care options counseling and the functional screen as soon as possible after the Resource Center has all of this data.

*5. Priorities For Completing Counseling And/Or Screening*

While the Resource Center shall comply with the ten (10) business day goal referred to in Subsection 1 of this section, unless an exception mentioned in Subsections 2-4 of this section applies, the Resource Center shall prioritize its completion of long-term care options counseling and/or the functional screen for individuals according to the immediacy of their needs for long-term care benefits and services, where such immediacy shall be determined by a number of factors, including, but not limited to, the likelihood that an individual will need to move out of the individual's home or to

a more restrictive setting if the individual does not receive long-term care benefits and services.

**I. Monitoring Timelines for LTC Options Counseling and the Functional Screen**

*1. Monitoring Timelines*

The Resource Center shall monitor its ability to meet the timelines referred to in Section H, Subsection 1, of this article in accordance with the following provisions:

- a. At the end of each month, the Resource Center shall determine the total number of individual cases where the Resource Center should have completed long-term care options counseling and/or the functional screen during that month in order to comply with the deadline of ten (10) business days referred to in Section H, Subsection 1, of this article.
- b. At the end of each month, the Resource Center shall take the total number of cases determined under Paragraph a of this subsection and shall determine in how many of those cases did the Resource Center actually complete long-term care options counseling and/or the functional screen during that month within the ten- (10-) business-day period referred to Section H, Subsection 1, of this article.
- c. If for each of two (2) months in a row, the number determined under Paragraph b of this subsection is less than ninety percent (90%) of the total number determined under Paragraph a, the Resource Center shall analyze the reasons for this situation.

*2. Quality Improvement Plan To Improve Timeliness*

If the Resource Center undertakes an analysis pursuant to Subsection 1, Paragraph c of this section that leads it to conclude that it is appropriate to develop and implement a quality improvement plan to increase the number of individuals for whom the Resource Center is completing long-term care options counseling and/or the functional screen within the ten (10) business-day period, the Resource Center shall do so.

*3. Reporting On Quality Improvement Plan*

In the event that the Resource Center does develop and implement a quality improvement plan, the Resource Center shall report on the development, implementation, and results of this plan in the quarterly narrative reports that it submits to the Department pursuant to Article IV, Section H, Subsection 1, Paragraph c (page 48) of this contract.

*4. No Sanctions For Failure To Complete For Individual*

Notwithstanding any other provision of this contract, it shall not be regarded as noncompliance with the terms of this contract for which the Resource Center could be sanctioned pursuant to Article XII (page 70) of this contract if the Resource Center fails to meet the goal of completing long-term care options counseling and/or the functional screen for any individual within ten (10) business days of the date on which the individual accepts the offer of this counseling and/or this screen.

5. *No Sanctions For Failure To Complete For A Certain Percentage Of Individuals*  
Notwithstanding any other provision of this contract, it shall not be regarded as noncompliance with the terms of this contract for which the Resource Center could be sanctioned pursuant to Article XII (page 70) of this contract if for each of two (2) months in a row, the number determined under Subsection 1, Paragraph b of this section is less than ninety percent (90%) of the total number determined under Subsection 1, Paragraph a of this section.
6. *Sanctions For Failure To Develop Quality Improvement Plan*  
It shall be regarded as noncompliance with the terms of the contract for which the Resource Center could be sanctioned pursuant to Article XII (page 70) of this contract if the Resource Center fails to abide by the provisions of Subsections 1-3 of this section.

**J. Standards for LTC Options Counseling and the Functional Screen**

The Resource Center shall meet the following standards with respect to providing long-term care options counseling to, and/or administering the functional screen on, an individual:

1. *Face-To-Face Meeting For Counseling*  
The Resource Center shall provide long-term care options counseling to the individual in one or more face-to-face meetings with the individual unless the individual prefers to have some or all of this counseling done by some other means, including, but not limited to, telephone, mail, or e-mail.
2. *Face-To-Face Meeting For Screening*  
The Resource Center shall administer the functional screen on an individual in a face-to-face meeting with the individual.
3. *Time, Date, And Location Of Counseling And/Or Screening*  
The Resource Center shall provide long-term care options counseling and administer the functional screen at a time and date and in a location that is convenient for the individual, including, but not limited to, the individual's home or apartment.
4. *Presence Of Other People*  
The Resource Center shall allow an individual to have other people, including, but not limited to, family members or friends of the individual, present when the Resource Center is providing long-term care options counseling to, and/or administering the functional screen on, the individual if the individual requests to have other people present and shall permit these people to assist the individual by providing information about, and/or obtaining information for, the individual to the extent and in the manner desired by the individual.

5. *Release For And Protection Of Confidential Information*

The Resource Center shall ask an individual, or, when applicable, the individual's guardian of the person or activated power of attorney for health care, to sign a release of information form for any confidential record that the Resource Center needs to examine. If the Resource Center obtains confidential records, it shall comply with all applicable federal and state laws and administrative rules concerning their confidentiality and shall keep these records, along with the signed release of information forms for them, in the file the Resource Center has on the individual.

6. *Accuracy Of Information*

The Resource Center shall not knowingly misrepresent or knowingly falsify any information it obtains from or provides to the individual during the course of providing long-term care options counseling to the individual or of administering the functional screen on the individual. The Resource Center shall also verify the information it obtains from or about the individual with the individual's medical, educational, and other records as appropriate to ensure its accuracy.

**K. Standards for Content of LTC Options Counseling**

When the Resource Center provides long-term care options counseling to the individual, it shall make sure that this counseling is appropriate to the needs of the individual for long-term care benefits and services and does not attempt to persuade the individual to choose to participate in any particular long-term care program or system. The Resource Center shall also make sure that this counseling informs the individual, at a minimum, of all of the following:

1. *Long-Term Care Options Available*

The full range of long-term care options available to the individual, including, but not limited to, home care, community services, case management services available through Care Management Organizations or other programs that may be available in Resource Center service areas, such as the Program of All-Inclusive Care for the Elderly (PACE), the Wisconsin Partnership Program, and other similar organizations or programs, residential care, and nursing home care;

2. *Payment For Long-Term Care Services*

The sources and methods of both public and private payment for long-term care services, including the Family Care benefit and the Medicaid fee-for-service system, and of the functional and financial criteria for receiving the Family Care benefit and for participating in the Medicaid fee-for-service system;

3. *Factors For Individual To Consider*

The various factors that the individual might want to consider when choosing among the various long-term care programs and benefits, including, but not limited to, the advantages and disadvantages of these programs and benefits for the individual with respect to quality, compatibility with the individual's preferred lifestyle and residential setting, the outcomes of the most importance to the individual, costs, available resources, and estate recovery; and,

4. *Status Of Enrollment In Care Management Organizations*

The status of enrollment in care management organizations through which people receive the Family Care benefit when enrollment in these organizations is limited due to the implementation of phased in enrollment plans for these organizations.

**L. Use of the Long-Term Care Financial Options Counseling Form**

1. *Required Offer Of The Form*

In addition to complying with the requirements of Section K immediately above, the Resource Center shall ask an individual to whom it is providing long-term care options counseling or on whom it is administering a functional screen whether the individual wants to complete a long-term care financial options counseling form. The Resource Center shall meet all of the following standards with respect to its use of this form as a part of providing long-term care options counseling to, or of administering the functional screen on, the individual:

- a. The long-term care financial options counseling form that the Resource Center uses shall be the long-term care financial options counseling form provided to the Resource Center by the Department before the effective date of this contract (a copy of this form is in Appendix B (page 82) to this contract).
- b. The Resource Center shall inform the individual that:
  - i. The individual is under no legal obligation to complete the long-term care financial options counseling form;
  - ii. The purpose of having the individual complete the long-term care financial options counseling form is to give the Resource Center enough information about the individual's financial situation to make a preliminary and unofficial estimate as to whether the individual might be financially eligible for Medicaid, other long-term care financial programs, or the Family Care benefit in the event that the individual resides in a county or service area where there is a care management organization;
  - iii. The individual would still need, if the individual wants to know whether he is financially eligible for Medicaid, other long-term care financial programs, or the Family Care benefit, to have the county economic support unit officially determine the individual's financial eligibility for Medicaid, other long-term care financial programs, or the Family Care benefit even if the individual completes the long-term care financial options counseling form and even if the results of this form suggest that the individual might be financially eligible for Medicaid, other long-term care financial programs, or the Family Care benefit; and,
  - iv. The individual would be free, if the individual wants to know whether the individual is financially eligible for Medicaid, other long-term care financial programs, or the Family Care benefit, to have the county economic support unit officially determine the individual's financial eligibility for Medicaid,

other long-term care financial programs, or the Family Care benefit if the individual completes the long-term care financial options counseling form and the results of this form suggest that the individual might not be financially eligible for Medicaid, other long-term care financial programs, or the Family Care benefit.

- c. If the individual indicates that the individual wants to complete the financial declaration form, the Resource Center shall help the individual do so.
  - d. If the individual indicates that the individual wants to complete the financial declaration form and if other people, including, but not limited to, family members or friends of the individual, are present at the individual's request when the Resource Center is providing long-term care options counseling to the individual, the Resource Center shall permit these people to assist the individual complete the financial declaration form by providing information about, and/or obtaining information for, the individual to the extent and in the manner desired by the individual.
2. *Optional Offer Of The Form*
- The Resource Center may ask an individual who has refused the offer of long-term care options counseling and the offer of the functional screen whether the individual wants to complete the long-term care financial options counseling form. Also before the Resource Center offers to provide an individual with long-term care options counseling and to administer the functional screen, it may ask an individual whether the individual wants to complete this form. If the Resource Center does make an optional offer of the form, it shall follow the provisions described in Subsection 1, Paragraphs a-d immediately above.

**M. Standards for Staff Qualifications**

The Resource Center shall ensure that staff members who provide long-term care options counseling to, and/or administer the functional screen on, an individual satisfy the following standards:

- 1. *Education And Experience*
- A staff member who provides long-term care options counseling and/or administers the functional screen shall meet all the applicable training requirements specified by the Department for the effective term of this contract and shall have either:
- a. A Bachelor of Arts or Science degree, preferably in a health or human services related field, and at least one year of experience working with the type of individuals, such as the elderly or individuals with developmental or physical disabilities, who constitute one of the target populations of the Resource Center; or, in the event that the staff member lacks such a degree and such experience,
  - b. Approval from the Department to provide long-term care options counseling and/or administer the functional screen, where such approval is discretionary on the part of the Department, must be requested by the Resource Center no later than fourteen (14) calendar days after the staff member begins to provide this

counseling and/or administer this screen, must be based either on the staff member's post-secondary education and experience or on a written plan prepared by the Resource Center, and submitted to the Department, to give the staff member formal and on-the-job training to develop the skills required to provide this counseling and/or administer this screen, and where such approval may not waive the requirement found in Subsection 2 of this section that no staff member shall be allowed to administer the functional screen on individuals unless and until he or she passes the post test designed by the Department and is certified by the Department as a functional screener.

2. *Test Required For Screeners*

In addition to satisfying the standards specified in Subsection 1 of this section, a staff member shall pass the post test designed by the Department and shall be certified as a functional screener by the Department before being allowed to administer the functional screen on individuals.

**N. Policies and Procedures Concerning Functional Screen Quality**

The Resource Center shall develop and implement Department-approved policies and procedures to ensure the accuracy and timeliness of all of the functional screens done by the Resource Center.

1. *Required Policies And Procedures*

These policies and procedures shall include provisions for the Resource Center to do at least all of the following:

- a. Designate a staff member who meets all of the requirements to be a screener described in Section M. of this article to be a screen lead and have this screen lead;
  - i. Act as the liaison between the Department and the Resource Center with respect to all of the issues involving the quality of the screens done by the Resource Center;
  - ii. Attend all of the screen lead meetings held by the Department; and,
  - iii. Randomly sample completed screens to make sure that they are accurate and complete.
- b. Have all of the screeners read and follow all of the instructions for the functional screen issued by the Department and all of the updates issued by the Department to these instructions;
- c. Train, mentor, and monitor new screeners;
- d. Work with the Department to maintain an accurate, complete, and up-to-date list of all of the staff members who are screeners;

- e. Consult with the Department about cases where it is proving unusually difficult for the Resource Center to complete an accurate screen on an individual or to interpret all or part of a completed screen;
  - f. Have the screen lead and other screeners participate in all of the training on the screen that the Department requires them to participate in;
  - g. Have all of the screeners complete at least once during the effective term of this contract the hypothetical case scenario exercise that the Department creates and discuss with the Department what changes, if any, it might need to make in the way that it ensures the accuracy and thoroughness of the screens done by its screeners if the Department concludes, after reviewing the results of this exercise, that there are or may be problems in these areas and communicates this conclusion to it; and,
  - h. Discuss with the Department what changes, if any, it might need to make in the way that it does its screening if the Department concludes, after analyzing data from screens that the Resource Center has done, that there are or may be problems with the way it is doing its screening and communicates this conclusion to it in the quarterly reports or in the annual report that the Department prepares on screen data and sends to the resource centers or in any other way at any other time.
2. *Deadlines For Submission And Approval Of Policies And Procedures*  
The Resource Center and the Department shall observe the following deadlines for the submission and approval of the Resource Center's policies and procedures concerning the quality of the screens that it does.
- a. The Resource Center shall submit these policies and procedures to the Department no later than February 28, 2005.
  - b. No later than forty (40) calendar days after the Resource Center submits these policies and procedures, the Department shall review them and shall notify the Resource Center whether it approves them in whole or in part. If and when the Department notifies the Resource Center that it approves them in part, it shall also notify the Resource Center of the ways in which the Resource Center needs to change them to make them comply with the requirements of this contract.
  - c. In the event that the Department does notify the Resource Center that the Resource Center needs to change these policies and procedures to make them comply with the requirements of this contract, the Resource Center shall resubmit them with the requested changes to the Department no later than fifteen (15) calendar days after being notified by the Department of the need to change them. The Department shall notify the Resource Center whether it approves these policies and procedures with the requested changes no later than fifteen (15) calendar days after receiving them with the requested changes.

3. *Plans Of Correction*

The Resource Center shall submit to the Department for its approval plans of correction concerning the way its screeners perform their screening in the following circumstances and according to the following provisions.

- a. If the average score for all of the screeners at the Resource Center on the hypothetical case scenario exercise that the screeners complete at least once during the effective term of this contract is below 70 on the module on activities of daily living or on the module on instrumental activities of daily living or on the module on health-related services, the Resource Center shall submit a plan of correction indicating how it will attempt to improve its screeners' screening. The fact that the Resource Center engages in the sort of discussions with the Department referred to in Subsection 1, Paragraph g of this section shall not relieve it of the requirement to submit a plan of correction pursuant to this Paragraph a, though such discussions may be regarded, at the Department's sole discretion, as part of the Resource Center's plan of correction.
- b. If the average score for all of the screeners at the Resource Center on the hypothetical case scenario exercise that the screeners complete at least once during the effective term of this contract is 70 or above on any one of the three screen modules referred to in Paragraph a of this Subsection 3 but the actual score of one or more screeners is below 70 on any one of these three screen modules, the Resource Center shall submit a plan of correction indicating how it will attempt to improve this screener's or these screeners' screening. The fact that the Resource Center engages in the sort of discussions with the Department referred to in Subsection 1, Paragraph g of this section shall not relieve it of the requirement to submit a plan of correction pursuant to this Paragraph b, though such discussions may be regarded, at the Department's sole discretion, as part of the Resource Center's plan of correction.
- c. If the Department becomes convinced for any reason, including, but not limited to, an analysis of data from screens that the Resource Center has done on actual individuals or a comparison of such data with data provided by a CMO on the same individuals, that there are or may be problems with the way one or more of the screeners at the Resource Center is administering the screen, the Department may, at its sole discretion, require the Resource Center to submit a plan of correction indicating how it will attempt to improve this screener's or these screeners' screening. The fact that the Resource Center engages in the sort of discussions with the Department referred to Subsection 1, Paragraph h of this section shall not relieve it of the requirement to submit a plan of correction pursuant to this Paragraph c, though such discussions may be regarded, at the Department's sole discretion, as part of the Resource Center's plan of correction.
- d. In the event that the Resource Center is required to submit a plan of correction pursuant to Paragraphs a, b, or c of this Subsection 3, the Department shall discuss with the Resource Center the goals of the plan as well as the ways to reach these goals. The Department shall also discuss with the Resource Center how and when it will be determined that the Resource Center has fulfilled its obligations

under the plan of correction. Finally, the Department shall discuss with the Resource Center when to set the deadline for the Resource Center's initial submission of the plan, the deadline for the Department's review of the plan initially submitted, and the deadlines for any subsequent submissions and reviews. If the Department and the Resource Center are unable to agree on any of these matters, the Department shall decide them on its own and as it deems best. Once the Department approves a plan of correction, the Resource Center shall implement any and all of its provisions.

### **III. ACCESS TO THE FAMILY CARE BENEFIT**

#### **A. Family Care Access Plan**

1. *Performance Goal*

Resource Centers in those counties or service areas where a CMO is or will be operating shall have a process for ensuring access to the Family Care benefit that works for consumers, county agencies, enrollment consultants, and the Department.

2. *Development And Implementation Of Family Care Access Plan*

If the Resource Center serves a county or service area where a CMO is operating on the effective date of this contract, the Resource Center shall develop and implement a Department-approved plan to ensure that people who are eligible for and entitled to the Family Care benefit have access to this benefit. When the Resource Center submits its Family Care access plan to the Department, it shall include copies of all forms, letters, notices, overviews, summaries, and similar documents that will be used in the plan and shall indicate which of these will be given or sent from giver or sender to recipient on paper via regular U. S. Mail or interdepartmental mail, which will be sent via fax or e-mail, and which will be shared on a computer network.

3. *General Goals Of Family Care Access Plan*

The Family Care access plan shall be consistent with the requirements found in this Article III. The goals of this plan shall be to ensure that:

- a. The determination of an individual's entitlement to the Family Care benefit and an individual's enrolling in a CMO are both done in an accurate, efficient, and timely manner.
- b. The following two things will both happen no later than thirty (30) calendar days immediately after the date on which an individual first officially applies for the Family Care benefit and/or Medicaid (the Medicaid application filing date):
  - i. A determination will be made as to whether or not the individual is eligible for and entitled to the Family Care benefit and/or Medicaid; and,
  - ii. An effective date of enrollment in a CMO will be established and entered in the Client Assistance for Remployment and Economic Support Service (CARES) system for any individual who is eligible for and entitled to the Family Care benefit and/or Medicaid and who decides to enroll in a CMO

(while the effective date of enrollment must be established and entered in CARES no later than thirty (30) calendar days immediately after the application date, the effective date of enrollment may actually be more than thirty (30) calendar days immediately after the application date).

- c. The processes whereby an individual's entitlement to this benefit is determined and the processes whereby an individual is enrolled in a CMO are as helpful and predictable for the individual as possible.
- d. The number of people with whom an individual is required to interact during these processes is as small as possible.
- e. An individual always knows whom to contact when he or she has questions about these processes.
- f. There is agreement among the Resource Center, the Economic Support Unit, the enrollment consultant, and the CMO as to how they will work together to identify and resolve any problems with these processes that delay either the determination of an individual's eligibility for and entitlement to the Family Care benefit or the individual's enrolling in a CMO.

4. *Specific Requirements For Family Care Access Plan*

The Family Care access plan shall include:

- a. An eligibility and entitlement determination plan that is developed jointly with the Economic Support Unit, and the CMO and that:
  - i. Specifies the roles of the Resource Center, the Economic Support Unit, and the CMO in determining for the first time an individual's functional eligibility, financial eligibility, and cost share for, and entitlement to, the Family Care benefit and describes the processes and the forms, if any, that will be used to determine an individual's entitlement to the Family Care benefit.
  - ii. Specifies that an individual need not sign an Enrollment Form before the individual's eligibility for and entitlement to the Family Care benefit is determined but may do so if he or she wants to do so and describes the processes and the forms, if any, that will be used to inform an individual who does so that signing this form does not guarantee that he or she will be determined to be entitled to the Family Care benefit, that he or she will still need to speak with an enrollment consultant before enrolling in a CMO if it turns out that he or she is entitled to the Family Care benefit, and that he or she is free to change his or her mind and not enroll in a CMO even though he or she signed an Enrollment Form if it turns out that he or she is entitled to the Family Care benefit.
  - iii. Describes the processes and the forms, if any, that will be used by the Resource Center to help an individual gather the information and the

documents that the individual will need to give to the Economic Support Unit in order that this unit can determine the individual's eligibility for and entitlement to the Family Care benefit.

- iv. Describes the processes and the forms, if any, that will be used to refer an individual from any one of the three entities, that is, the Resource Center, the Economic Support Unit, and the CMO, to either one or both of the other two entities and to share relevant information about the individual between and among these three entities, including, but not limited to, information about the individual's level of care according to the functional screen, information about the individual's financial eligibility for the Family Care benefit, information about the individual's medical and remedial expenses that could affect either the individual's financial eligibility for the Family Care benefit or his or her cost share for this benefit, and information about the individual's entitlement to this benefit.
  - v. Indicates whether the Resource Center will rely on notices generated by the CARES system to notify an individual that he or she is or is not eligible for and entitled to the Family Care benefit or whether the Resource Center will also give or send to the individual a separate letter so notifying the individual.
  - vi. Describes how any necessary waiting lists for individuals who are eligible for but not entitled to the Family Care benefit shall be maintained consistent with guidelines issued by the Department.
  - vii. Describes any delayed enrollment plans that will be implemented during the period prior to full entitlement to the Family Care benefit.
  - viii. Specifies either that the staff members of the Economic Support Unit who have any role in determining an individual's financial eligibility or cost share for, or entitlement to, the Family Care benefit shall be located in the same office where the Resource Center is located or that the Resource Center and the Economic Support Unit shall work together to find a way to make it as easy as possible for the individual to deal with both the Resource Center and the Economic Support Unit.
- b. An enrollment plan that is developed jointly with the Economic Support Unit, the CMO, and the enrollment consultant and that:
- i. Specifies that the Resource Center and the CMO will work together to develop an Enrollment Form that must be completed in order for an individual to enroll in the CMO and that must include the following:
    - An indication of the effective date of enrollment for the individual.
    - An indication of the individual's level of care according to the functional screen.

- A statement, signed and dated by the individual, that authorizes the disclosure and exchange of information concerning the individual between the CMO and state and federal oversight agencies or their authorized representatives, including service utilization and cost information.
  - A statement, signed and dated by the enrollment consultant, that includes language to the effect that the enrollment consultant provided enrollment consulting to the individual on such-and-such a date and can state on the basis of that consulting that the individual wants to enroll in the CMO.
- ii. Takes into account the requirement that an individual needs to speak with an enrollment consultant before enrolling in a CMO but also takes into account the individual's right to decide when and where to have enrollment consulting and whether to have it in a face-to-face meeting with the enrollment consultant or in a telephone conversation.
  - iii. Specifies that an individual who has applied for the Family Care benefit will be informed that he or she will need to speak with an enrollment consultant in the event that he or she is found to be eligible for and entitled to the Family Care benefit and wants to enroll in a CMO and indicates how and when he or she will be so informed.
  - iv. Specifies that the enrollment consultant will be notified of the name, contact address, and contact telephone number of any individual who is entitled to the Family Care benefit, indicates whether the enrollment consultant will be so notified by the Resource Center or the Economic Support Unit, and describes the processes and the forms, if any, that will be used to so notify the enrollment consultant.
  - v. Specifies that at a minimum information indicating both the functional screen level of care of an individual who is entitled to the Family Care benefit and the individual's cost share, if any, for this benefit, as well as information summarizing what the individual has said about his or her needs with respect to his or her long-term health care and what questions he or she has asked with respect to enrolling in a CMO will be shared with the enrollment consultant before he or she provides enrollment consulting to the individual and describes the processes and the forms, if any, that will be used to communicate this information to the enrollment consultant.
  - vi. Specifies that in the event that an individual has already signed an Enrollment Form before his or her entitlement to the Family Care benefit is determined, this signed Enrollment Form shall be given or sent to the enrollment consultant by the Resource Center or the Economic Support Unit before the enrollment consultant provides enrollment consulting to the individual, indicates whether this signed Enrollment Form will be given or sent to the enrollment consultant by the Resource Center or the Economic

Support Unit, and describes the processes that will be used to give or send this signed Enrollment Form to the enrollment consultant.

- vii. Specifies that the Resource Center and/or the Economic Support Unit shall help an individual who is entitled to the Family Care benefit and the enrollment consultant make arrangements to set up an appointment for enrollment consulting and describes the processes and forms, if any, that will be used to so help the individual and the enrollment consultant, including any processes and forms that will be used to make these arrangements before it is known definitively whether the individual is entitled to the Family Care benefit so that enrollment consulting can take place as soon as possible after it is known that the individual is entitled to the Family Care benefit.
- viii. Specifies to whom at the Resource Center, the Economic Support Unit, and the CMO the enrollment consultant should direct any questions that he or she has while or with respect to providing enrollment consulting to an individual concerning the individual's health care needs, functional eligibility, financial situation, financial eligibility. and the sort of care and services provided by the CMO.
- ix. Specifies whether the Resource Center or the enrollment consultant will work with the individual and the CMO in order to set an effective date of enrollment in the CMO for the individual that is agreeable to the individual, describes the processes and the forms, if any, that will be used to set an effective date of enrollment, and indicates:
  - That the effective date of enrollment for an individual who is not receiving urgent services pursuant to the sort of agreement between the Resource Center and the CMO described in Paragraph d of this subsection may not be earlier than the date on which the CMO is first informed that the individual has been enrolled in the CMO; and,
  - That the effective date of enrollment for an individual who has been receiving urgent services pursuant to the sort of agreement between the Resource Center and the CMO described in Paragraph d of this subsection and who has been determined to be entitled to the Family Care benefit will be the date on which the CMO first began providing urgent services for the individual pursuant to the sort of agreement described in Paragraph d of this subsection.
- x. Specifies that an individual who has received enrollment consulting shall be enrolled in the CMO by one of the following two methods:
  - By having the enrollment consultant give or send to the Economic Support Unit the information necessary for it to enroll the individual in the CMO.

- By having the enrollment consultant refer the individual back to the Resource Center so that the Resource Center may, if necessary, set the effective date of enrollment for the individual and otherwise complete the Enrollment Form and may give or send to the Economic Support Unit the information necessary for it to enroll the individual in the CMO.
- xi. Indicates which of the two methods referred to in Subparagraph x of this paragraph shall be used to enroll an individual who has received enrollment counseling in the CMO, and describes the processes and forms, if any, other than the Enrollment Form, that will be used to make this method work successfully.
- xii. Specifies that no matter which of the two methods referred to in Subparagraph x of this paragraph is used to enroll an individual who has received enrollment counseling in the CMO, the original of the Enrollment Form properly signed and dated by the individual and by the enrollment consultant will be given or sent to the Resource Center or Economic Support Unit:
- By the enrollment consultant if the enrollment consultant gives or sends to the Economic Support Unit the information necessary for it to enroll the individual in the CMO; and,
  - By the Resource Center if the Resource Center gives or sends to the Economic Support Unit the information necessary for it to enroll the individual in the CMO.
- xiii. Describes the processes and forms, if any, that will be used to ensure that an individual for whom an Enrollment Form has been submitted to the CMO is actually enrolled in the CMO and is receiving care and services from the CMO.
- xiv. Describes the processes and forms, if any, that will be used to disenroll from a CMO both those individual enrollees who voluntarily disenroll from the CMO and those who become ineligible for the Family Care benefit.
- xv. Specifies either that the enrollment consultant will be located in the same office where the Resource Center is located or that the Resource Center and the enrollment consultant will work together to find a way to make it as easy as possible for the individual to deal with both the Resource Center and the enrollment consultant.
- c. An agreement regarding referral for urgent services. The Resource Center shall have an MOU or other written agreement with the CMO that describes the circumstances in which the CMO will provide services to an individual who is functionally eligible for the Family Care benefit but whose financial eligibility is pending, and that includes a process for the Resource Center to inform the

individual that if the individual is determined not to be eligible, the individual will be liable for the cost of services provided by the CMO.

- d. An eligibility and entitlement redetermination plan that is developed jointly with the Economic Support Unit and the CMO and that specifies the roles of the Resource Center, the Economic Support Unit, and the CMO in redetermining annually the functional eligibility, financial eligibility, and cost share for, and entitlement to, the Family Care benefit of an individual who is enrolled in the CMO and describes the processes and the forms, if any, that will be used to coordinate the annual redetermination of an individual enrollee's functional eligibility for the Family Care benefit with the redetermination of the individual enrollee's financial eligibility for this benefit so as to minimize inconvenience to the individual enrollee.

5. *Deadlines For Submission And Approval Of Plan*

The Resource Center and the Department shall observe the following deadlines for the submission and approval of the Family Care access plan.

- a. The Resource Center shall submit its Family Care Access plan to the Department no later than January 31, 2005.
- b. No later than forty (40) calendar days after the Resource Center submits the plan, the Department shall review it and shall notify the Resource Center whether it approves it in whole or in part. If and when the Department notifies the Resource Center that it approves the plan in part, it shall also notify the Resource Center of the ways in which the Resource Center needs to change the plan to make it comply with the requirements of this contract.
- c. In the event that the Department does notify the Resource Center that the Resource Center needs to change the plan to make it comply with the requirements of this contract, the Resource Center shall resubmit the plan with the requested changes to the Department no later than fifteen (15) calendar days after being notified by the Department of the need to change the plan. The Department shall notify the Resource Center whether it approves the plan with the requested changes no later than fifteen (15) calendar days after receiving the plan with the requested changes.

**B. Approval of Material Referring to the Family Care Benefit**

1. *Submission Of Material To Department Required*

The Resource Center shall submit to the Department for review and approval any informational or promotional material developed by it that refers to the Family Care benefit and/or to care management organizations before the Resource Center distributes this material. The Department shall review such informational and promotional material no later than ten (10) calendar days after the date on which it receives this material. Such informational and promotional material is deemed approved if there is no response from the Department within fifteen (15) calendar days of the date on which the Resource Center sent this material to the Department;

however, problems and errors in this material subsequently identified by the Department must be corrected by the Resource Center when they are identified.

2. *Submission Of Material Not Required For Material Already Submitted*

Notwithstanding Subsection 1 immediately above, the Resource Center need not submit to the Department for review and approval any informational or promotional material developed by it when this material consists of wording and/or images used in other informational or promotional material that has previously been approved by the Department.

3. *Review Of Material By Local Long-Term Care Council*

Any informational or promotional material developed by the Resource Center that refers to the Family Care benefit and/or to care management organizations must be reviewed by the Local Long-Term Care Council to assure that such material is understandable to and readable by the average individual.

**C. Referrals to the County Economic Support Unit**

The Resource Center shall refer to the county economic support unit individuals who indicate that they are or might be interested in learning whether they are financially eligible for the Family Care benefit, Medicaid, home or community-based waivers, FoodShare, or any other publicly subsidized benefit, program, or service.

**D. Referral for Urgent Services**

1. *Performance Goal*

People who are functionally eligible for Family Care and need urgent services receive appropriate care while their financial eligibility determination is pending.

2. *Referring Individual To Care Management Organization*

The Resource Center shall refer individuals who are functionally eligible but whose financial eligibility is pending, to the CMO for urgent services when the individual's need for services is urgent and shall make this referral in accordance with the agreement regarding referral for urgent services contained in the Family Care Access Plan required by Section A of this Article (page 31) of the contract. When making such a referral, the Resource Center shall inform the individual that if the individual is determined not to be financially eligible for the Family Care benefit, the individual will be liable for the cost of services provided by the CMO. If the person is determined to be financially eligible for the Family Care benefit, the Resource Center shall complete the remaining steps in the enrollment process and shall set the date of enrollment as the date on which the CMO first provided services to the individual but not before the date of financial eligibility or the Medicaid certification date, whichever is later.

**E. Disenrollment from a Care Management Organization**

*1. Performance Goal*

People receive long-term care options counseling before they disenroll from the CMO.

*2. Voluntary Disenrollment*

- a. The Resource Center and/or the CMO shall develop a form that shall be used when an individual voluntarily disenrolls from the CMO.
- b. The Resource Center may be notified of pending voluntary disenrollments either by the CMO or by the member. If the Resource Center is notified by the CMO, it shall, if necessary and appropriate to do so, contact the CMO as soon as possible in order to learn the circumstances surrounding the member's decision to disenroll voluntarily. The Resource Center shall contact CMO members and guardians, where applicable, considering voluntary disenrollments within two (2) business days of being notified by the member or guardian or within two (2) business days of learning from the CMO the circumstances surrounding the member's decision to disenroll voluntarily, and shall arrange a meeting within five (5) business days after the initial contact. The five (5) business days may be extended if requested by the CMO member. The member has the option to replace the meeting with a telephone contact to satisfy the requirements of this subsection, in which case the Resource Center may mail the person the CMO Disenrollment Form for signature.
- c. In the meeting or telephone contact with the CMO member, the Resource Center shall: 1) review the reason for disenrollment; 2) ask the person if he/she was in the process of a complaint or grievance; 3) inform the person of the options available to resolve any issues between the CMO member and the CMO; 4) review the CMO member's options regarding services and programs if he/she chooses to disenroll; and 5) jointly determine an effective date of disenrollment.
- d. If the CMO member indicates a desire to disenroll during or after the meeting or the telephone contact, the Resource Center shall review, complete (including filling in the effective date of disenrollment) and obtain the person's signature on the CMO Disenrollment Form. In the case of a telephone contact, the form shall be sent to the person.
- e. The Resource Center shall notify the county economic support unit and the CMO of the disenrollment and the effective date of the disenrollment on the day the CMO Disenrollment Form is signed. If the signed CMO Disenrollment Form is sent to the Resource Center, the Resource Center shall notify the county economic support unit and the CMO the day the signed CMO Disenrollment Form is received in the mail.
- f. The Resource Center shall, within one (1) business day of the date on which it obtains or receives a CMO Disenrollment Form signed by an individual who is voluntarily disenrolling from a CMO, send a copy of the signed form to the CMO

and a copy to the county economic support unit so that this unit can process the disenrollment data.

*3. Involuntary Disenrollment*

- a. When the Resource Center receives notice that a request to involuntarily disenroll a member has been made by the CMO, the Resource Center shall, if necessary and appropriate to do so, contact the CMO as soon as possible in order to learn the circumstances surrounding the request and shall contact the member and his or her guardian, if applicable, within two (2) business days after learning the circumstances surrounding the request to offer its services and to schedule a meeting. If the person agrees to meet, the Resource Center shall arrange a meeting with the CMO member, either in person or by telephone, within five (5) business days after the initial contact. The five (5) business days may be extended if requested by the CMO member.
- b. In the meeting or telephone contact with the CMO member, the Resource Center shall:
  - i. Ask the person if he/she were in the process of a complaint or grievance;
  - ii. Inform the person about the right to grieve the involuntary disenrollment decision in the event that the Department approves the involuntary disenrollment;
  - iii. Inform the person about advocacy resources available to assist the person with such a grievance;
  - iv. Review his/her options regarding services and programs if the involuntary disenrollment occurs; and,
  - v. If the involuntary disenrollment occurs, the Resource Center shall offer to assist the person in accessing long-term care services for which he/she is eligible.
- c. The Resource Center shall, within (1) business day of the date on which it is notified that the Department has approved the involuntary disenrollment of an individual, send a copy of the CMO disenrollment form to the CMO and a copy to the county economic support unit so that this unit can process the disenrollment data.

*4. Discrimination Prohibited*

The Resource Center may not discriminate in disenrollment activities between individuals on the basis of their life situation, condition, or need for long-term care or health services.

## IV. ORGANIZATIONAL AND PROCEDURAL STANDARDS

### A. Name

1. *Performance Goal*

Consumers and families are able to identify and readily locate resource center services anywhere in the state.

2. *Type Of Phrase Required In Name*

The Resource Center shall have a name that includes the phrase “aging and disability resource center”, “aging resource center”, “disability resource center,” or “developmental disabilities resource center.” This may be the primary name of the Resource Center or a subtitle to another name but, in either case, must be included in all advertising and materials, including any telephone book listings.

### B. Governing Board

1. *Composition*

The Resource Center shall have a governing board which meets the following standards:

- a. The composition of the governing board reflects the ethnic and economic diversity of the Resource Center’s service area; and,
- b. At least one-fourth of the members of the governing board shall be older persons or persons with physical or developmental disabilities or their family members, guardians or advocates.

2. *Training And Accommodation*

Members of the governing board shall receive education and accommodation to enable the members to have a strong and effective voice in the governing board.

3. *Duties*

The governing board shall have the following duties at a minimum:

- a. Be accountable for the mission and goals of the Resource Center;
- b. Oversee development of a mission statement for the organization that is consistent with the goals of the statewide redesigned LTC system;
- c. Determine the structure, policies and procedures of the Resource Center, within state guidelines and local governance structure;
- d. Oversee the implementation and operation of the Resource Center;
- e. Ensure the Resource Center has a viable plan for implementation and operation; and,

f. Identify unmet needs and prepare plans to meet them.

4. *Family Care District*

If a Family Care district is created to operate the Resource Center, the governance of the Family Care district shall comply with s. 46.2895 Stats.

**C. Rights and Responsibilities**

1. *Performance Goal*

People know their rights and responsibilities and receive assistance, if needed, in exercising those rights and responsibilities.

2. *Respecting Client Rights*

The Resource Center shall respect and observe client rights as established in administrative rule.

3. *Informing People Of Their Rights*

The Resource Center shall inform people of their rights and responsibilities in ways that they can understand and use and shall make available any information on rights that the Department provides in the manner prescribed by the Department.

4. *Helping People Resolve Disputes And Referring Them To Advocates*

The Resource Center shall provide assistance to people when they need help in understanding how to resolve service system disputes or violation of rights complaints, and assist in linking people with advocates when needed.

**D. Complaints and Grievances**

1. *Performance Goal*

People are able to register complaints and grievances and exercise their due process rights.

2. *Provision Of Information*

The Resource Center shall inform people of the following when the person initiates a complaint or grievance (as appropriate):

- a. The informal and formal processes for resolving complaints and grievances regarding the Resource Center, the CMO or civil rights available through Family Care and other service systems, and which process might be most appropriate for resolving the person's specific concern;
- b. The ability to obtain assistance from the Resource Center to file complaints and grievances relating to the Resource Center; and,
- c. Available resources to assist with complaints and grievances, including, but not limited to, any organization or entity that provides Family Care advocacy.

3. *Complaint And Grievance Plan*

The Resource Center shall develop and implement a Department-approved plan indicating what due process procedures the Resource Center will use to review and resolve complaints. If the Resource Center has developed and implemented a Department-approved complaint and grievance plan pursuant to a requirement of a contract it had with the Department prior to this contract, the Resource Center shall update this plan as appropriate and submit it to the Department for approval.

4. *Requirements For Plan*

The complaint and grievance plan shall be consistent with applicable federal and state statutes and administrative rules and shall provide, at a minimum, mechanisms for:

- a. Informal internal complaint and grievance resolution within ten (10) business days of the time the complaint or grievance is received;
- b. Formal internal complaint and grievance resolution within fifteen (15) business days of the time the complaint or grievance is received which includes resolution by the Resource Center's top level management;
- c. Access to formal external complaint and grievance resolution through the Department for any grievance before, during or after the use of the Resource Center's internal process;
  - MetaStar, Inc, the Family Care external quality review organization shall act as the designated agent for DHFS. To file a grievance or appeal with DHFS, the member may contact the Family Care Grievance hotline either by writing, calling or e-mailing:

DHFS Family Care Grievances  
c/o MetaStar  
2909 Landmark Place  
Madison, WI 53713  
Phone: (888) 203-8338 (HOTLINE)  
Fax: (608) 274-8340  
E-Mail: famcare@dhfs.state.wi.us

- The member or the provider may file an appeal either orally or in writing, and unless he or she requests expedited resolution, must follow an oral filing with a written, signed, appeal.

- The member may file a request for fair hearing in writing with the Division of Hearing and Appeals in the Department of Administration.

Family Care Request for Fair Hearing  
c/o DOA Division of Hearings and Appeals  
PO Box 7875  
Madison, WI 53707-7875  
Phone: (608) 266-3096  
(608) 264-9853 (TTY)  
Fax: (608) 264-9885

- d. Access to the State Fair Hearing process. The person has the ability to directly appeal to the State Fair Hearing process within forty five (45) calendar days after receipt of notice of a decision or failure to act regarding the following types of grievances:
  - i. Determination of ineligibility for the Family Care benefit as specified in ss. 46.286 (1) or 46.286 (1m), Stats.;
  - ii. Determination of cost sharing for the Family Care benefit;
  - iii. Determination that the person is eligible for but not entitled to the Family Care benefit as specified in s. 46.286 (3), Stats.;
  - iv. Determination in regard to divestment, treatment of trust amounts, and protection of income and resources of couple for maintenance of community spouse; and,
  - v. Failure of the Resource Center to provide timely services and support.
- e. For all other matters, the Department's review process must be utilized prior to using the State Fair Hearing process.

5. *Notification Of Decision*

The Resource Center shall give written notice of the decision made through the Resource Center's internal complaint and grievance process to the person and any other affected parties. In addition to the decision reached, the notice shall include:

- a. The name of the contact person at the Resource Center for complaints and grievances;
- b. The date the decision was reached;
- c. A summary of the steps taken on behalf of the person to resolve the issue;
- d. An explanation that if the person disagrees with the decision, he/she has a right to a Department review, or to a State Fair Hearing process for determinations listed in Subsection 4, Paragraph d immediately above; and,

- e. How to file for review by the Department and through the State Fair Hearing process.
- 6. *Reprisals Prohibited*  
The Resource Center shall refrain from any reprisal or threat of reprisal against the person for registering a complaint or grievance. People have a right to register a complaint or grievance or exercise their due process rights without fear of reprisal.
- 7. *Encouraging Informal Dispute Resolution*  
The Resource Center shall encourage the person to resolve complaints and grievances with the Resource Center through the internal informal complaint and grievance resolution process.
- 8. *Cooperating With Review By External Advocates*  
The Resource Center shall cooperate with a review by an external advocacy organization on the behalf of the person in regard to filing or processing a complaint or grievance.
- 9. *Deadlines For Submission And Approval Of Plan*  
The Resource Center and the Department shall observe the following deadlines for the submission and approval of the complaint and grievance plan.
  - a. The Resource Center shall submit its complaint and grievance plan to the Department no later than March 31, 2005.
  - b. No later than forty (40) calendar days after the Resource Center submits the plan, the Department shall review it and shall notify the Resource Center whether it approves it in whole or in part. If and when the Department notifies the Resource Center that it approves the plan in part, it shall also notify the Resource Center of the ways in which the Resource Center needs to change the plan to make it comply with the requirements of this contract.
  - c. In the event that the Department does notify the Resource Center that the Resource Center needs to change the plan to make it comply with the requirements of this contract, the Resource Center shall resubmit the plan with the requested changes to the Department no later than fifteen (15) calendar days after being notified by the Department of the need to change the plan. The Department shall notify the Resource Center whether it approves the plan with the requested changes no later than fifteen (15) calendar days after receiving the plan with the requested changes.

**E. Client Advocacy**

- 1. *Performance Goal*  
People routinely receive information regarding advocacy, including self-advocacy and independent advocacy, and have access to advocates to assist in exercising their rights.

2. *Referrals To Advocacy Services*

The Resource Center shall link clients with the following advocacy resources as appropriate:

- a. Any organization or entity that provides Family Care advocacy;
- b. Elderly and disabilities benefit specialists;
- c. Title VII Client Assistance Program;
- d. Federally designated protection and advocacy organizations (e.g., Wisconsin Coalition for Advocacy);
- e. Board on Aging and Long-Term Care ombudsman; and,
- f. Other state or local advocacy organizations, where available.

3. *Distribution Of Literature Prepared By Advocacy Organizations*

The Resource Center shall make available to individuals any brochure or similar document approved by the Department that discusses the rights that an individual has with respect to applying for and/or receiving the Family Care benefit.

**F. Community Needs Identification**

1. *Performance Goal*

Unmet needs of the target populations in the community are identified.

2. *Identifying Unserved Or Underserved Groups*

The Resource Center shall identify segments of the target population(s) which may be either unserved or underserved and types of services or facilities which may be in short supply in order to target outreach, education, prevention and service development efforts.

3. *People And Agencies From Whom To Seek Information On Unmet Needs*

The Resource Center shall have a process for identifying unmet needs in the community that includes input from:

- a. The Local Long-Term Care Council;
- b. Members of the target populations and their representatives; and,
- c. Local governments and agencies, community service organizations, CMO(s) in the service area, public health agencies, and others who are in a position to know about long-term care needs.

4. *People And Agencies To Whom To Provide Information On Needs*

The Resource Center shall provide information about the needs of the target populations in the community to the Resource Center governing board, community organizations, long-term care service providers, county government, government agencies, and the Department.

5. *Helping To Meet Unmet Needs*

The Resource Center shall assist in the development of local services and resources to meet unmet needs and provide options for the target populations served by the Resource Center, which include long-term care and other aging and disability related services.

**G. Quality Assurance/Quality Improvement Process**

1. *Performance Goal*

The Resource Center operation reflects continuous quality improvement.

2. *Process For Quality Assurance and Improvement*

In addition to following the provisions in Article II, Section N of this contract, the Resource Center shall develop and implement a Department-approved process designed to help the Resource Center assure and improve the quality of its services to consumers. The Resource Center shall, as part of this process, do all of the following:

- a. Establish indicators for assessing the quality of the performance of the Resource Center in its major areas of operation;
- b. Collect data, including baseline information, needed to measure the quality indicators and analyze this data;
- c. Gather consumer input and incorporate it into the data used in quality assurance and quality improvement activities; and,
- d. Undertake at least one focused quality improvement project.

**H. Reporting and Records**

1. *Required Documents And Reports*

The Resource Center shall submit the following documents and reports to the Department in accordance with the following provisions:

- a. *Monthly Information and Assistance Report.* The Resource Center shall submit a monthly information and assistance activity, narrative, and time report for each month using the standard report forms and following the instructions provided by the Department (copies of these forms and instructions are in Appendix C, page 89, of this contract). The Resource Center shall submit this report to the Department's fiscal agent electronically no later than the fifteenth (15<sup>th</sup>) day of the month immediately following the month for which the report is prepared.

- b. *Monthly Expenditure Report On DMT Form 862 Or DMT Electronic Form 600.* The Resource Centers shall report monthly expenditures to the Department on the DMT Form 862 or on the DMT Electronic Form 600 in accordance with the applicable Department instructions for the completion and submission of these forms. Resource Centers will need to report on at least two CARS lines. One line will be for expenses related to information and assistance services and the other line will be for all Resource Center expenditures.
      - c. *Quarterly Narrative Report.* The Resource Center shall submit a quarterly narrative report for each of the three-month quarters in the calendar year using instructions provided by the Department (a copy the instructions are in Appendix D, page 103, of this contract) as modified or supplemented by the Department from time to time during the effective term of this contract. The Resource Center shall submit one (1) copy of this report to the Center for Delivery Systems Development electronically and shall also submit one (1) copy to the appropriate regional representative electronically. The Resource Center shall submit the electronic copy of this report no later than the last business day of the month immediately following the last month in the quarter for which the report is prepared.
      - d. *Annual Expenditure Report.* The Resource Center shall submit an annual expenditure report using the standard report form provided by the Department (a copy of this form is in Appendix E, page 105, of this contract). This report may, but need not, be accompanied by a narrative overview describing non-client specific activities undertaken by the Resource Center. The Resource Center shall submit the annual expenditure report to the Department no later than April 1, 2006. If the Resource Center decides to submit an accompanying narrative overview, it shall submit this overview at the same time that it submits the annual expenditure report.
2. *Short Term Data Collection Efforts*

The Resource Center shall participate in short term data collection efforts agreed upon by the Resource Center and the Department which are needed to further profile Resource Center customers or to evaluate the effectiveness of the Resource Center.
3. *Privacy*

The Resource Center shall share with the Department any record, as defined in s. 19.32 (2), Stats., of the Resource Center, even one that contains personally identifiable information, as defined in s. 19.62 (5), Stats., as necessary for the Department to administer the program under ss. 46.2805-46.2895, Stats., or as otherwise required by federal or state law or administrative rules. No data collection effort shall interfere with a caller's right to receive information anonymously. No data collection effort shall interfere with the efficient and respectful provision of information and assistance.
4. *Management Information System*

The Resource Center shall maintain a Management Information System (MIS) that analyzes, integrates and reports data. The Resource Center shall comply with all

reporting requirements established by the Department and assure the accuracy and completeness of the data and its timely submission. The data submitted shall be supported by records available for inspection or audit by the Department. The Resource Center shall have a contact person responsible for the MIS/data reporting who is available to answer questions from the Department and resolve any issues regarding reporting requirements.

- a. The Resource Center shall have a resource data base in support of the provision of information and assistance services with sufficiently detailed data on the areas specified in Article I, Section B, Subsection 2, Paragraph c (page 4) of this contract to address the needs of the target populations contacting the Resource Center about such information.
- b. The Resource Center shall have a MIS/data collection, processing, and reporting system capable of:
  - i. Counting and describing contacts, as required by the Department, including reason for and disposition of contacts;
  - ii. For contacts requiring follow up or formal Resource Center involvement in linking the person to services or referrals for the Family Care benefit or other long-term care services, the system shall be able to monitor and track contacts, collect data on the initial contact, characteristics of the person making the contact, subject of the contact, identification of issues, outcomes, and any follow up activities;
  - iii. The Resource Center shall maintain individual client tracking for each person who receives the functional screen and applies for the Family Care benefit using a unique identification number for each person. All Medicaid recipients shall carry the Medicaid identification number;
  - iv. Supporting quality assurance/quality improvement requirements;
  - v. Supporting Department required performance criteria and indicators; and,
  - vi. Meeting Department reporting requirements in the formats and timelines prescribed by the Department which satisfy the requirements listed in Subsection 1 immediately above.
  - vii. The only changes made to the reporting requirements during the course of this contract will be those mutually agreed upon by the Resource Center and the Department, unless the change is necessary to continue to receive Federal funds or due to action of a court of law. The Department agrees to involve Resource Centers in the planning and development of any changes in the data reporting requirements. The Resource Centers shall reciprocate by actively participating in the development process by providing information, addressing necessary changes to local databases, and cooperating with the Department on data submission protocol and testing.

[Note: Interim tracking mechanisms may be needed while data requirements are being developed.]

- c. The Resource Center shall maintain records regarding people who enroll in a CMO as required by the Department, including signed enrollment agreements and enrollment requests of those who enroll in the CMO, and date of enrollment.

## **I. Affirmative Action Plan**

### *1. Requirement For Affirmative Action Plan*

An Affirmative Action Plan is required from any resource center that receives a contract from the Department in the amount of \$25,000 or more and that has a work force of twenty-five (25) or more employees as of the effective date of this contract, unless it is exempt by criteria listed in the Wisconsin Office of Contract Compliance, Department of Administration's Instruction for Vendors' Affirmative Action Requirements [DOA-3021P (R06/96)], s. 16.765, Stats., page 2. Universities, other states, and local governments, except those of the State of Wisconsin that receive state or federal contracts over \$25,000, must submit Affirmative Action Plans in the same manner as other grantees. If the requirement that a resource center submit an affirmative action plan is applicable to the Resource Center, it may satisfy this requirement if it is included in and covered by the affirmative action plan submitted by a larger government entity of which it is a part, such as a county government, and if the affirmative action plan submitted by this larger government entity satisfies all applicable federal and state requirements for such a plan.

### *2. Key Elements Of Affirmative Action Plan*

An "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 officer, (4) a workforce analysis that identifies job classifications where there is an under representation of women, minorities, and persons with disabilities, (5) goals that must be directed to achieving a balanced work force, that are specific and measurable, that have an implementation target date sometime between six months and two years from the date on which the plan itself is adopted, and that are accompanied by a plan of action or a description of procedures that will be used to implement them, (6) revision of employment practices to ensure that they do not have discriminatory effects, and (7) establishment of internal monitoring and reporting systems to measure progress regularly.

### *3. Report On Compliance With The Americans With Disabilities Act (ADA)*

In addition to filing an Affirmative Action Plan if it needs to do so under subsection 1 of this section, the Resource Center shall, for agreements of twenty-five thousand (\$25,000) or more and regardless of the size of its work force, 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 ADA regulations, unless an updated self-evaluation under Section 504 of the Rehabilitation

Act of 1973 exists which meets the ADA requirements. If the requirement that the Resource Center conduct, keep on file, and update annually this self-evaluation report is applicable to the Resource Center, it may satisfy this requirement if it is included in and covered by a self-evaluation report that is conducted, kept on file, and updated annually by a larger government entity of which it is a part, such as a county government, and that satisfies all applicable federal and state requirements for such a self-evaluation report. The Resource Center should contact the Department of Affirmative Action/Civil Rights Compliance Office, Department of Health and Family Services, 1 W. Wilson Street, Room 561, P.O. Box 7850, Madison, Wisconsin 53707-7850, for technical assistance on Equal Opportunity.

## **J. Civil Rights**

### *1. Compliance With Civil Rights Requirements*

For agreements for the provision of services to clients, the Resource Center must comply with Civil Rights requirements. Resource centers with an annual work force of less than twenty-five (25) employees, regardless of the amount of this contract, and resource centers with contracts of less than \$25,000 are not required to submit a Civil Rights Compliance Action Plan; they must, however, submit a Civil Rights Compliance Letter of Assurance. If the Resource Center has twenty-five (25) or more employees in its work force and if the amount of this contract is for \$25,000 or more, the Resource Center shall submit a written Civil Rights Compliance Plan covering a three year period within fifteen (15) business days of the effective date of this contract. If the requirement that a resource center submit a Civil Rights Compliance Letter of Assurance or Civil Rights Action Plan is applicable to the Resource Center, it may satisfy this requirement if it is included in and covered by, as the case may be, a Civil Rights Compliance Letter of Assurance or Civil Rights Compliance Plan submitted by a larger government entity of which it is a part, such as a county government, and if the compliance letter or action plan submitted by this larger government entity satisfies all applicable federal and state requirements for such a letter or plan.

### *2. Submission Of Civil Rights Compliance Action Plan*

The Resource Center assures that it has submitted to the Department's Affirmative Action/Civil Rights Compliance Office a current copy of its three-year Civil Rights Compliance Action Plan for meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Service Act, the Age Discrimination in Employment Act of 1967, the Age Discrimination Act of 1975, the Omnibus Reconciliation Act of 1981, the Americans with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act. If the Plan was reviewed and approved during the previous year, a plan update shall be submitted for the effective term of this contract.

### *3. Discrimination In Delivery Of Services Prohibited*

No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability, or age. This

policy covers eligibility for and access to service delivery and treatment in all programs and activities. All employees of the Resource Center are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

4. *Discrimination In Employment Prohibited*

No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subjected to discrimination in employment in any manner or term of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, disability (as defined in Section 504 of the Rehabilitation Act of 1973 and the Americans with Disability Act of 1990), or association with a person with a disability, arrest or conviction record, marital status, political affiliation, military participation, unfair honesty testing and genetic testing, or use or non-use of lawful products outside of working hours. All employees of the Resource Center are expected to support goals and programmatic activities relating to non-discrimination in employment.

5. *Posting Equal Opportunity Policy*

The Resource Center shall post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator and the Limited English Proficiency Coordinator, and the discrimination complaint process in conspicuous places available to applicants and people who use the Resource Center's services, applicants for employment, and employees. The complaint process will be according to Department standards and translations of the complaint process notice from English into the major primary languages of the limited English Proficient (LEP) clients in the Resource Center's service area shall be posted in conspicuous places available to applicants and people who use the Resource Center's services. The complaint process notice will announce the availability of free oral interpretation of services if needed. The Resource Center shall not request interpretation services from family members, friends, or minors. The Department will continue to provide appropriate translated program brochures and forms for distribution.

6. *Complying With Department Guidelines For Civil Rights Compliance*

The Resource Center agrees to comply with the Department's guidelines in as per the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency, and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Grantor has a direct contract with another grantee's subcontractor, the grantee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that Subgrantee.

7. *Ensuring Civil Rights Compliance By Subcontractors*

Requirements herein stated apply to any subcontracts or grants. The Resource Center has primary responsibility to take constructive steps, as per the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency, and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R.

11/2003), to ensure the compliance of its subcontractors. However, where the Department has a direct contract with the Resource Center's subcontractor, the Resource Center need not obtain a Subcontractor Civil Rights Compliance Action Plan or monitor that subcontractor.

8. *Department Monitoring Of Civil Rights Compliance*

The Department will monitor the Civil Rights Compliance of the Resource Center. The Department will conduct reviews to ensure that the Resource Center is ensuring compliance by its subcontractors according to guidelines in the State of Wisconsin Department of Workforce Development and Department of Health and Family Services, Affirmative Action, Equal Opportunity, Limited English Proficiency, and Civil Rights Compliance Plan for Profit and Non-Profit Entities DWSD-14045 (R. 11/2003), to ensure the compliance of its subcontractors. However, where the Grantor has a direct contract with another grantee's subcontractor, the grantee need not obtain a Subcontractor or Subgrantee Civil Rights Compliance Plan or monitor that Subgrantee. The Resource Center agrees to comply with Civil Rights monitoring reviews, including the examination of records and relevant files maintained by the Resource Center, as well as interviews with staff, clients, applicants for services, subcontractors, grantees, and referral agencies. The reviews will be conducted according to Department procedures. The Department will also conduct reviews to address immediate concerns of complainants.

9. *Cooperating With Department To Correct Lack Of Civil Rights Compliance*

The Resource Center agrees to cooperate with the Department in developing, implementing, and monitoring corrective action plans that result from complaint investigations or monitoring efforts.

10. *Making Facilities And Programs Accessible, And Information Understandable*

The Resource Center agrees that it will:

- a. Hire staff with non-English language skills, sign language skills, and/or provide staff with special translation or sign language skills training, or find qualified persons who are available within a reasonable period of time and who can communicate accurately and effectively with limited- or non-English speaking or speech- or hearing-impaired clients at no cost to the client;
- b. Provide aids, assistive devices and other reasonable accommodations to the client during the application process, in the receipt of services, and in the process of complaint or appeals;
- c. Train staff in human relations techniques, sensitivity to persons with disabilities, and cultural sensitivity/cultural competency;
- d. 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; and,

- e. Post and/or make available informational material in languages and formats appropriate to the needs of the client population.

**K. Cultural Competence and Diversity**

1. *Requirement To Demonstrate Cultural Competence And Cultural Diversity*  
The Resource Center and its subcontractors shall demonstrate cultural competence and cultural diversity in its performance under this contract.
2. *Elements Of Cultural Competence*  
Cultural competence is demonstrated by the existence of a set of congruent behaviors, attitudes, practices and policies that are used within a system and an agency and among professionals to work respectfully, effectively and responsibly in culturally diverse situations. Essential elements of cultural competence include valuing diversity, undertaking a cultural self-assessment, understanding the dynamics of difference, institutionalizing cultural knowledge and adapting to and encouraging organizational diversity.
3. *Meaning Of Cultural Diversity*  
Cultural diversity in the workplace refers to the degree to which an organization, agency or other group is comprised of people from a variety of differing backgrounds related to behaviors, attitudes, practices, beliefs, values and racial and ethnic identity.

**L. Accommodation and Accessibility**

1. *Providing Materials Understandable To Non-English Speaking People*  
The Resource Center shall have the capacity to provide, in a timely fashion, materials in alternate formats to accommodate to persons who are non-English speaking and persons with physical impairments (e.g. Braille, large print).
2. *Communicating With Non-English Speaking People*  
The Resource Center shall have the capacity to communicate, in a timely fashion with people with limited English speaking ability, people who are non-English speaking (e.g., interpreters), people with hearing impairments and persons with physical impairments (e.g., sign language interpreters, TDD, Wisconsin Relay).
3. *Meeting Face-To-Face With People*  
Resource Center staff shall have the ability to meet face to face with people in the target populations where they are living on an as needed basis.
4. *Complying With The Requirements Of The ADA*  
The Resource Center's location(s) shall be physically accessible, and comply with the ADA.

5. *Establishing An E-Mail Address*

The Resource Center shall have a well-publicized electronic mail (e-mail) address which can be published on the Department world wide web site for the public to use. The Resource Center shall respond to e-mail contacts in the same manner as any other written request.

6. *Working With Family Members And Friends Of People With Cognitive Disabilities*

For people with cognitive disabilities, special attention shall be given to assuring that family members, friends and others who know the individual and can convey the person's needs and preferences are included in the provision of Resource Center services.

7. *Making Material Understandable To People With Limited Reading Proficiency*

The materials developed by the Resource Center which are distributed to the target populations and/or the general public shall be written in a manner which considers people with limited reading proficiency.

**M. Necessary Resources**

Except as detailed elsewhere in this contract as obligations of the Department, the Resource Center shall provide the personnel and any materials and resources necessary for the performance of the services.

**N. Performance of Services**

The Resource Center shall perform all the services required under this contract in a professional manner. The Resource Center shall perform all services consistent with this contract and as further specified by the Department in written policies and procedures.

**V. CONTRACT MANAGEMENT**

**A. Contract Administration**

The Department's contract administrator is Donna McDowell at the Bureau of Aging and Long Term Care Resources, whose principal business address is 1 West Wilson Street, Room 450, P.O. Box 7851, Madison, WI 53701-7851. The telephone number of the Department's Contract Administrator is (608) 266-3840. In the event that the Contract Administrator is unable to administer this Contract, Department will contact the Resource Center and designate a new Contract Administrator.

The name, principal business address, and telephone number of the Resource Center's Contract Administrator is given on the signature page of this contract (page 80). In the event that the Contract Administrator is unable to administer this Contract, Resource Center will contact Department and designate a new Contract Administrator.

**B. Accounting Requirements**

*1. Requirements For Contracts Over \$25,000*

For contracts of twenty-five thousand dollars (\$25,000) or more, the Resource Center shall maintain a uniform double entry, full accrual accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. (See *DHFS Allowable Cost Policy Manual*, available upon request from Contract Administrator or from the Program Evaluation and Audit Section, Office of Strategic Finance, Department of Health and Family Services, 1 West Wilson Street, P. O. Box 7850, Madison, Wisconsin 53707-7850.)

*2. Requirements For Contracts Under \$25,000*

For contracts of less than twenty-five thousand dollars (\$25,000), the Resource Center shall at least maintain a simplified double entry bookkeeping system as defined in the Department's *Allowable Cost Policy Manual*.

*3. Accounting System Requirements*

The Resource Center's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports (required by the Department as defined in Article IV, Section H, Subsection 1, Paragraphs b and d, on page 48), and support expenditure reports submitted to the Department.

*4. Reconciliation Of Costs*

The Resource Center shall reconcile costs reported to the Department for reimbursement or as match to expenses recorded in the Resource Center's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Resource Center agrees that reconciliation will be completed at least annually, will be documented, and supplied to the Department upon request. The Resource Center shall retain the reconciliation documentation in accordance with the record retention requirement specified in Section D immediately below.

**C. Changes in Accounting Period**

*1. Requirement For Calendar Year Basis*

The Resource Center's accounting records shall be maintained on a calendar year basis, beginning January 1 of each year, unless changed after prior approval from the Department. Approval will be given only if the Resource Center submits proof of Internal Revenue Service approval for changing the accounting period and if the Resource Center agrees to submit a close-out audit for the shortened accounting period, within 90 calendar days after the first day of the new accounting period. For purposes of determining audit requirements, expenses and revenues incurred during the shortened accounting period shall be annualized.

*2. Proof Of Internal Revenue Service Approval*

Proof of Internal Revenue Service approval shall be considered verification that the Resource Center has a substantial business reason for changing its accounting period.

3. *Auditing Requirements For Changed Accounting Period*

A change in accounting period shall not relieve the Resource Center of the reporting or audit requirements of this contract. An audit meeting the requirements of this contract shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

**D. Records Retention and Access Requirements**

1. *Preservation And Availability Of Documents And Records*

Unless the Department specifies in writing a different period of time, the Resource Center agrees to preserve and make available to duly authorized representatives of the State or Federal government all program operations, client records (only for those clients for whom individual tracking is required), financial records, books, documents and papers of Resource Center and its subcontractors' pertinent or directly related to the Resource Center's or its subcontractors' performance under the contract for a period of five years from the date of expiration or termination of the contract.

2. *Retention Of Records Under Audit Or Subject To Litigation*

Records for periods that are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

3. *Department's Right To Inspect Documents And Records*

The Resource Center agrees that federal and state representatives shall have access to and the right to examine, audit, inspect and copy program operations and financial records (including without limitation accounting records), supporting documents, statistical records and other records related to the contract during the term of the contract and during the five year period thereafter or until resolution. During the term, the access to these items will be provided at the Resource Center's service site at all reasonable times. During the five-year period after the term of this contract, delivery of and access to the listed items will be at no cost to the Department. The Resource Center will make no charges for services rendered in connection with an audit requested by the Department.

**E. Confidential Information**

1. *Protection*

To enable the Resource Center to perform its duties under this contract, the Resource Center will have access to information which under federal and state law is required to be kept confidential. The Resource Center, its officers, employees and agents, shall, subject to state and federal government laws and regulations, maintain all confidential information in confidence and will not at any time use, publish, reproduce or disclose any confidential information, except to authorized employees, subcontractors and personnel requiring or having a need to know such information, as authorized in writing by the Department, as otherwise specifically permitted herein,

or to perform its obligations hereunder. The Resource Center shall take all steps necessary to safeguard the confidential information against unauthorized disclosure, reproduction, publication or use.

2. *Security*

The Resource Center, its officers, employees, agents and subcontractors shall at all times comply with all security standards, practices and procedures which are equal to or exceed those of the Department.

3. *Return*

The Resource Center shall promptly return to the Department, upon its request, all of the confidential information.

4. *Indemnity*

The Resource Center shall indemnify and hold harmless the Department from all damages, costs, liabilities and expenses caused by or arising from the Resource Center's failure to protect the confidential information.

5. *Survival*

The provisions of this section will survive the termination or expiration of this contract.

**F. Compliance with Applicable Law and Requirements**

1. *Compliance With Applicable Laws And Regulations*

The Resource Center shall comply with all state and federal laws, regulations and policies and local laws and ordinances which are in effect during the term of this contract, and which in any manner affect the work or the Resource Center's conduct, including, without limitation, safety requirements, employment practices, conflict of interest prohibitions and restrictions on the use of funds regarding lobbying. Within ten (10) calendar days of the effective date of this contract, the Resource Center shall submit a signed Certification Regarding Lobbying form which is attached as Appendix F, page 108.

2. *Prohibition Of Tobacco Smoke*

Also as part of the requirement in Subsection 1 immediately above, the Resource Center shall comply with 20 U.S.C. 6083 which prohibits tobacco smoke in any portion of a facility owned, leased or contracted for by an entity which directly or indirectly receives federal funds and provides services to children.

**G. Status of Resource Center**

1. *Resource Center Staff Not Department Employees*

The Resource Center acknowledges and agrees that neither it nor any of its staff (including employees and agents) shall be deemed or construed to be employees of the Department for any purpose whatsoever, including for purposes of labor, tax or employment laws. The Resource Center agrees not to construe any term in this

contract as creating an employment relationship with the Department and agrees not to consent to any construction that results in such a determination.

2. *Compliance With Labor Standards Applicable To Resource Center Staff*

The Resource Center shall directly and fully comply with all labor standards, tax requirements and other laws applicable to its staff.

**VI. FINANCIAL MATTERS**

**A. Cost of Services**

1. *Amount Of Department Payment For Resource Center Services*

The Department agrees to pay the Resource Center for services provided in accordance with the terms and conditions of this contract an amount not to exceed the total of the amounts given in the boxes labeled “CARS USE ONLY” on page 77 of this contract.

2. *Increase In Value Of This Contract*

The total value of this contract may be increased at any point in its duration. A letter of approval from the Department will constitute agreement that the contract has been increased to the new value.

3. *No Department Payments For Excess Or Unallowable Costs*

The Department will not make payments for costs in excess of the contract amounts or for costs incurred outside the grant period. Further, the Department will not make payments for costs that are inconsistent with applicable state and federal allowable cost policies.

**B. Claiming Federal Medicaid Reimbursement**

In order to claim Medicaid funds, each Resource Center shall establish a separate information and assistance program cost center in the accounting records. This cost center will include all costs related to performing information and assistance **except** the following:

- Activities funded with other federal dollars such as Older Americans Act funds or Medicaid Administrative Pass Through (MAPT) funds, Resource Center brief or short-term services, follow-along or service coordination.
- Activities that are service activities billable to other sources such as Medicaid Case Management.

**C. Payment for Services**

1. *Prepayments*

The Department, following the execution of this contract, shall pay to the County/Resource Center one-twelfth (1/12<sup>th</sup>) of the Grant amount for each of the first three (3) months of this Contract. These prepayments may be recovered from future payments (see Subsection 2 immediately below) due the Resource Center under this

contract if the Department determines that such prepayments are in excess of the Resource Center's reported expenses.

2. *Monthly Payments*

Payments will be made monthly based on expense reports submitted by the Resource Center on the DMT-Form 862 Expenditure Report or on the DMT Electronic Form 600 Expenditure Report. Claims for reimbursement of allowable costs shall be submitted to the Department in accordance with the applicable Department instructions for the completion and submission of these forms. The Resource Center shall report, by Department assigned profile number, all allowable costs plus any required matching funds stipulated in the reporting instructions for this grant which are incorporated by reference. See DHFS *Allowable Cost Policy Manual*. (Available from OPRA at address in Section F, Subsection 6 of this article, page 62.)

3. *Request For Reimbursement*

The Resource Center shall submit a request for reimbursement to the BFS/CARS Unit, Department of Health and Family Services, Division of Management and Technology, P. O. Box 7850, Madison, Wisconsin 53707-7850, with one copy to the Contract Administrator. Payments and reported expenses will be reconciled by the Department in accordance with state procedures.

4. *Withholding Funds For Excess Payments*

If the Department determines, after notice to Resource Center and opportunity to respond, that payments were made that exceeded allowable costs, the Resource Center shall refund the amount determined to be in excess within thirty (30) calendar days of invoicing or notification by the Department. The Department may, at its sole discretion, effectuate such refund by withholding money from future payments due the Resource Center at any time during or after the grant period. The Department also may recover such funds by any other legal means.

5. *Date Of Release Of Payments*

All payments shall be released by the Department on the fifth (5<sup>th</sup>) day of each month.

[Note: The Department is planning to modify some aspects of its current payment mechanism so that in the future it can accommodate making payments via electronic funds transfer.]

**D. Withholding and Deduction of Funds**

The Department shall have the right to withhold any and all payments due the Resource Center under this contract and shall also have the right to deduct any and all amounts due the Department from the Resource Center from money otherwise payable to the Resource Center for corrections or replacement costs under Article XI (page 68) for sanctions or remedial measures under Article XII (page 70) or for similar reasons.

**E. Disclosures**

The Resource Center shall also make the disclosures of ownership or control by public officials required under s. 19.45 Stats.

**F. Audits**

1. *Required Submission Of Annual Audit*

The Resource Center shall submit an annual audit to the Department.

2. *Audit Requirements For County And Non-County Resource Centers*

If the Resource Center is an agency of the county, the regular audit performed by the county will suffice in meeting this audit requirement. If the Resource Center is not an agency of the county, the audit must be performed in accordance with generally accepted auditing standards, s. 46.036, Stats., Government Auditing Standards, and the requirements of this contract. Failure to comply with audit requirements will subject the Resource Center to the remedies available under this contract.

3. *Standards For Audits*

The audit shall be performed in accordance with generally accepted auditing standards, s. 46.036, Stats., *Government Auditing Standards*, and other provisions in this contract. In addition, the Resource Center is responsible for ensuring that the audit complies with other standards that may be applicable depending on the type of agency and the nature and amount of financial assistance received from all sources:

- a. Federal OMB Circular A-133 "Audits of States, Local Governments and Nonprofit Organizations";
- b. The *State Single Audit Guidelines (SSAG)*, which are applicable to local governments having A-133 audits; and/or,
- c. The *Provider Agency Audit Guide (PAAG)*. All agencies which do not meet the requirements of the SSAG shall have audits in conformance with the PAAG.

4. *Source Of Funding*

This contract is an award of financial assistance to the Resource Center. The information on the funding sources which needs to be provided includes the name of the program, the federal or state agency where the program originated, and the CFDA number. Information to help Resource Centers in providing this information is provided by the Department during the year.

5. *Reporting Package*

The Resource Center shall submit to the Department a reporting package which includes the following:

- a. Financial statements and other audit schedules and reports required for the type of audit applicable to the agency.
- b. Summary schedule of prior year findings and the status of addressing these findings.

- c. The Management Letter (or similar document conveying auditor's comments issued as a result of the audit) or written assurance that a Management Letter was not issued with the audit report.
  - d. Management responses/corrective action plan for each audit issue identified in the audit.
6. *Submitting The Reporting Package*  
The Resource Center shall submit the required reporting package to the Department either within thirteen (13) months of the end of the Resource Center's fiscal year if the Resource Center is an agency or unit of a county or a Family Care district or within one hundred and eighty (180) calendar days of the end of the Resource Center's fiscal year for non-governmental contractor agencies. Two (2) copies of the audit report must be sent to the Department at the following address:

**Program Evaluation and Audit Section  
Office of Strategic Finance  
Department of Health and Family Services  
P.O. Box 7850  
Madison, WI 53707-7850**

Telephone: (608) 266-2942

7. *Access To Auditor's Workpapers*  
When contracting with an audit firm, the Resource Center shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Department. Such access shall include the right to obtain photocopies of the workpapers and computer disks, or other electronic media, upon which records/working papers are stored.
8. *Access To Agency Premises And Records*  
The Resource Center shall allow duly authorized agents or representatives of the Department or the Federal government, during normal business hours, access to the Resource Center's premises (or to any subcontractor's premises) to inspect, audit, monitor or otherwise evaluate the performance of the Resource Center's or subcontractor's contractual activities and shall within a reasonable time, but not more than ten (10) business days, produce all records requested as part of such review or audit. In the event right of access is requested under this provision, the Resource Center or subcontractor shall, upon request, provide and make available staff to assist in the audit, evaluation, or inspection effort, and provide adequate space on the premises to reasonably accommodate the Department or Federal personnel conducting the audit, evaluation, or inspection effort. All inspections, evaluations, or audits shall be conducted in a manner as will not unduly interfere with the performance of Resource Center's or any subcontractor's activities.

*9. Failure To Comply With The Requirements Of This Section*

In the event that the Resource Center fails to have an appropriate audit performed or fails to provide a complete audit report to the Department within the specified timeframes, in addition to applying one or more of the sanctions available under this contract, the Department may:

- a. Conduct an audit or arrange for an independent audit of the Resource Center and charge the cost of completing the audit to the Resource Center;
- b. Charge the Resource Center for all loss of Federal or State aid or for penalties assessed to the Department because the Resource Center did not submit a complete audit report within the required time frame; and/or,
- c. Disallow the cost of audits that do not meet these standards.

*10. Close-Out Audits*

The Resource Center shall abide by the following provisions with respect to the performance of close-out audits:

- a. A program specific audit of an accounting period of less than twelve (12) months is required when a contract is terminated for cause, when the Resource Center ceases operations or when the Resource Center changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out program specific audit may be waived by the Department upon written request from the Department, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.
- b. The Resource Center shall ensure that its auditor contacts the Department prior to beginning the audit. (The Department's Office of Program Review and Audit, at the address above is the contact point.) The Department, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Resource Center and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Department, is the responsibility of the Resource Center.
- c. The Department may require a close-out audit meeting all audit requirements specified above. In addition, the Department may require that the auditor annualize revenues and expenditures for the purposes of applying OMB Circular A-133 and determining major Federal financial assistance programs. This information shall be disclosed in a note to the schedule of Federal awards.
- d. All other provisions in the Audit Requirements section apply to Close-out Audits unless in conflict with the specific Close-out Audits requirements.

*11. Resolution Of Audits*

The Resource Center will be given thirty (30) business days to respond to any findings of an audit, inspection, or evaluation, before the Department shall finalize its findings. Any findings may result in the Department requiring the development of a corrective action plan to address the findings. Subsequent monitoring will ensure that any corrective action plans are implemented.

*12. Contractor Financial Statements*

The Resource Center shall provide the Department with a copy of Resource Center's parent corporation's audited quarterly (if only unaudited statements are available on a quarterly basis, these should be provided) and annual financial statements during the term of the contract. The Resource Center shall also assist the Department with presentations to the State Legislature to confirm, as needed by the Department, Resource Center's and its parent corporation's financial stability and viability. If the Resource Center publishes or releases audited quarterly and/or annual financial statements during the term of the contract, the Resource Center shall also provide the Department with a copy of such documents.

**G. Final Fiscal Report**

*1. Due Date For Final CARS Fiscal Report*

The due date of the final CARS fiscal report shall be ninety (90) calendar days after the last date of the effective term of this contract.

*2. No Reimbursement For Expenses Reported Late*

Expenses incurred during the effective term of this contract but reported later than ninety (90) calendar days after the last date of the effective term of this contract will not be recognized, allowed or reimbursed under the terms of this contract.

**VII. GENERAL PROVISIONS**

**A. Deposits In FDIC-Insured Account**

Any payments of monies to the Resource Center by the Department for services provided under this Contract shall be deposited in a bank with Federal Deposit Insurance Corporation (hereinafter FDIC) insurance coverage. Any balance exceeding FDIC coverage must be collaterally secured.

**B. Competitive Procurement Process**

The Resource Center shall conduct all procurement transactions in a manner that provides maximum open and free competition.

**C. Hiring Of State Employees**

The Resource Center shall not engage the services of any person or persons concurrently employed by the State of Wisconsin, including any Department, commission or board thereof, to provide services relating to this contract without the written consent of the employer of such person or persons and of the Department.

**D. Compliance With Requirements For Foreign Corporations**

If the Resource Center or any subcontractor is a corporation other than a Wisconsin corporation, it must demonstrate prior to providing services under this contract that it possesses a certificate of authority from the Wisconsin Secretary of State, and must have, and continuously maintain, a registered agent, and otherwise conform to all requirements of ch. 180 and ch. 181, Stats., relating to foreign corporations.

**E. Replacement Of Other State Or Federal Program Funding Prohibited**

Funds provided under this contract shall not be used to replace state or federal program funding for services that were mandated prior to implementation of the Resource Center without prior Department approval. For example, Resource Center contract funds may not be used to replace funding for the elderly benefit specialist program, even if benefit specialist services are provided through the Resource Center.

**VIII. OTHER ASSURANCES**

**A. Required Notification For Past Due Payments**

The Resource Center shall notify the Department, in writing, within thirty (30) calendar days of the date payment was due, of any past due payment in excess of two thousand five hundred dollars (\$2,500), or when total past due liabilities to any one or more vendors exceed ten thousand dollars (\$10,000), related to the operation of this Contract for which the Department has reimbursed or will reimburse the Resource Center. The written notice shall include the amount(s) owed, the reason the monies are owed, the due date, the amount of any penalties or interest, known or estimated, the vendor to which the monies are owed, the expected payment date and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Resource Center to resolve the dispute.

**B. Certification On Debarment Or Suspension For Federal Financial Assistance**

The Resource Center certifies that neither the Resource Center organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g., General Services Administration's List of Parties Excluded from Federal Procurement and Non-Procurement Programs). The Resource Center further certifies that potential subrecipients, contractors, or any of their principals are not debarred, suspended or proposed for debarment. (See Appendix G, page 109.)

**IX. PROPERTY MANAGEMENT REQUIREMENTS**

**A. Required Property Insurance**

Property insurance coverage will be provided by the Resource Center for fire and extended coverage of any equipment funded under this contract which the Department retains ownership of, and which is in the care, custody, and control of the Resource Center.

**B. Department Ownership Rights In Software**

The Department shall have all ownership rights in any software or modifications thereof and associated documentation designed, developed or installed as a result of this contract.

**C. Department Right To Use Materials Developed Under This Contract**

The Resource Center agrees that if any materials are developed under this contract, the Department shall have a royalty-free, non-exclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, such materials. Any discovery or invention arising out of, or developed in the course of work aided by this contract, shall be promptly and fully reported to the Department.

**X. SUBCONTRACTORS**

**A. Right To Subcontract**

The Resource Center may subcontract for any service described in this contract.

**B. Required Notification Of Creation Of Subcontracts**

The Resource Center shall notify the Department in writing of any subcontracts it enters into for administration of the functional screen, the financial declaration, financial eligibility determination, or cost share determination. If and when so notified by the Department, the Resource Center shall ensure that only public employees administer the functional screen, administer the financial declaration, determine financial eligibility, and determine eligibility and cost share for the Family Care benefit.

**C. Standards For Subcontracting**

All subcontracts awarded by the Resource Center shall be awarded in accordance with the policies and procedures governing the procurement regulations of the state and federal government and ensure maximum open and free competition. Governmental agencies should adhere to the procurement standards that are contained in the “common rule,” while all other organizations should follow the procurement standards contained in OMB Circular A-110.

**D. Written Contract Required**

Subcontracts must be embodied in a written contract signed by the Resource Center and subcontractor.

**E. Required Notification Of Termination Or Modification Of Subcontracts**

The Resource Center shall notify Department within seven (7) calendar days of any notice by the Resource Center to a subcontractor, or any notice to the Resource Center from a subcontractor, of a subcontract termination, a pending subcontract termination, or a pending modification in subcontract terms, that could reduce access to the services under this contract.

**F. Requirement For Subcontract Consistency With This Contract**

Subcontracts must be consistent with the Resource Center’s obligation under this contract.

**G. Timely Payment Of Subcontractors**

The Resource Center must pay its subcontractors in a timely manner. Undisputed invoices paid within forty-five (45) calendar days of submission by the subcontractor are considered to be paid timely.

**H. Required Subcontract Provisions**

The Resource Center shall include the following provisions and/or language into its subcontracts:

*1. Compliance With This Contract*

Subcontracts must require that subcontractors comply with the requirements and provisions of this contract.

*2. Specification Of Services*

Subcontracts must specify the services to be provided and the costs of those services.

*3. Modification Or Termination Of Subcontract*

Subcontracts must include provisions for modifying or terminating the subcontract.

*4. No Termination Of Legal Liability Of Resource Center*

Subcontracts must state that no terms of the subcontract are valid which terminate the legal liability of the Resource Center.

*5. Required Submission Of Data*

Subcontracts must require the subcontractor to submit all program and financial data in the format specified by the Resource Center. These requirements include, but are not limited to the following: program data must meet the requirements of this contract, and financial data shall be submitted in the form determined by the Department and be consistent with the Department's *Allowable Cost Policy Manual*.

*6. Compliance With Affirmative Action/Civil Rights Provisions*

The subcontractor must agree to abide by the Affirmative Action/Civil Rights Compliance provisions and the non-discrimination provisions contained in this contract.

*7. Required Retention Of Records*

Subcontracts must require the subcontractor to adhere to all record retention requirements specified in this contract.

*8. Access To Subcontractor Premises And Records*

Subcontracts must require the subcontractor to agree to provide representatives of the Department, as well as duly authorized agents or representatives of the Department and the Federal Department of Health and Human Services, access to its premises and its contract and/or case records. Subcontractor agrees otherwise to preserve the full confidentiality of case records in accordance with confidentiality provisions of this contract.

**I. Monitoring Subcontractor Compliance**

The Resource Center shall establish appropriate instruction and monitoring procedures for ensuring each subcontractor's compliance with the provisions of this contract and applicable State and Federal regulations. These monitoring mechanisms shall include, but not be limited to, the following:

*1. Issuing Manuals*

Issuing program manuals and other policy documents to subcontractors.

*2. Doing On-Site Reviews*

Conducting on-site reviews.

*3. Requiring Audits*

Requiring in the subcontract that the subcontractor have an appropriate audit for the type of entity that the subcontractor is, for example, governmental entity, non-profit organization, or for-profit organization. (See Audit Requirements). In accordance with s. 46.036. Stats., organizations receiving more than \$25,000 must have an audit. Only the Department can waive this requirement.

*4. Ensuring Compliance With Licensure Standards*

Ensuring that subcontractor entities meet the applicable licensure standards and that staff meet the applicable professional certification qualifications required for the type of services being provided.

*5. Evaluating Performance*

Establishing a mechanism for considering the subcontractor's performance by reviewing complaints and/or satisfaction surveys, quality studies that have rated the subcontractor, and the subcontractor's record of service delivery. A documented system should be in place to incorporate this information into the subcontract/employment evaluation process.

*6. Establishing Termination And Appeal Policies*

Establishing written policies that allow the Resource Center to suspend or terminate any subcontractor for quality deficiencies. There must also be an appeals process available to the subcontractor.

**J. Overall Responsibility For This Contract Remains With Resource Center**

The Resource Center retains responsibility for fulfillment of all terms and conditions of this contract when it enters into sub-contractual contracts and will be subject to enforcement of the terms and conditions of this contract.

**XI. CONTRACT REVISIONS AND TERMINATION**

**A. Conditions Permitting Renegotiation**

Either party to this contract may provide written notice to the other party of its desire to renegotiate this contract or any part thereof in such circumstances as:

- Increased or decreased volume of services;
- Changes required by State and Federal law or regulations, or court action; or,
- Reduction in the monies available affecting the substance of this contract.

**B. Terminating This Contract When Renegotiation Fails**

If the parties fail to agree to a renegotiated contract under these circumstances within ninety (90) calendar days, either party may terminate this contract by giving thirty (30) calendar days written notice to the other party provided that, unless the parties agree otherwise, this written notice is given at the end of this ninety (90) calendar-day period and not before.

**C. Revising This Contract**

Revision of this contract may be made by mutual consent and written agreement. The revision will be effective only when the Department and the Resource Center attach an addendum or amendment to this contract which is signed by the authorized representatives of both parties, except as provided in Article VI, Section A, Subsection 2 (page 59) of this contract.

**D. Termination By Resource Center**

The Resource Center may terminate this contract upon ninety (90) calendar days advance notice and, during that time, shall negotiate with the Department and make every reasonable effort to develop a mutually agreeable plan to continue services rather than terminate the contract. If the parties cannot reach a mutual agreement within this ninety (90) calendar-day negotiation period, the contract shall terminate at the end of this ninety (90) calendar-day negotiation period.

**E. Notification By Resource Center Of Inability To Provide Services**

The Resource Center shall notify the Department whenever it is unable to provide the required quality or quantity of services specified. Upon such notification, the Department shall determine whether such inability will require revision or termination of this contract.

**F. Termination By Department**

The Department may terminate this contract in whole or in part upon ninety (90) calendar days advance notice to the Resource Center when it is reasonably determined to be in the best interest of the Department and, during that time, shall negotiate with the Resource Center and make every reasonable effort to develop a mutually agreeable plan to keep the contract in effect rather than terminate it. The Department may also immediately terminate this contract if a material breach by the Resource Center has occurred that is placing at substantial risk of substantial harm, or is resulting in substantial harm to, individuals in the target population(s) served by the Resource Center or is any other way substantially jeopardizing the health or welfare of individuals in the target population(s). The Department may also immediately terminate this contract if any other type of material breach by the Resource Center has occurred, provided that the Department has given the Resource Center notice of the breach and the Resource Center has failed to cure within ninety (90) calendar days after receipt of such notice.

**G. Reimbursement Of Costs Upon Termination**

If the Department finds it necessary to terminate this Contract prior to the stated expiration date for any reason other than non-performance by the Resource Center, the Department shall make payments to the Resource Center in accordance with this contract for any service provided by the Resource Center under this contract up to the date of effective termination.

**H. Reduction Of Payments Due To Underspending**

The Department reserves the right, upon careful examination and discussion with the Resource Center, to reduce the total amount of the grant award due to significant underspending by the Resource Center. All such grant award reductions will become effective upon thirty (30) calendar days written notice to the Resource Center and shall not relieve the Resource Center of any programmatic requirements.

**I. Return Of Documents And Property Upon Termination**

Upon termination of this contract, the Resource Center shall immediately return to the Department all confidential information, papers, materials and other properties held by the Resource Center for purposes of providing services under this contract. In addition, each party will assist the other party in orderly termination of this contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, nondisrupted business continuation of each party.

**XII. NONCOMPLIANCE, SANCTIONS, AND REMEDIAL MEASURES**

**A. Reasons For Which The Department May Impose Sanctions**

The Department may impose sanctions on the Resource Center only if the Resource Center fails to comply with the terms of this contract by acting or failing to act in any one or more of the following ways:

*1. Substantial Failure To Provide Services*

Fails substantially to provide services that the Resource Center is required to provide under law or under this contract, including, but not limited to, services to or for any individual in any target population served by the Resource Center, consistent with the funds provided to the Resource Center under this contract.

- a. The Department shall not impose sanctions under this Subsection 1 if the Resource Center documents that the funds received under this contract are not sufficient for it to provide all the services that it is required to provide by Articles I, II, and III of this contract. The Resource Center need not count or include county funds in or for the purposes of any such documentation given that counties are not required to use county funds to meet the expectations of this contract.
- b. In the event that the Resource Center does document that the funds received under this contract are not sufficient for it to provide all the services that it is required to provide by Article I, II, and III of this contract, the Department and the Resource Center shall jointly identify priority services to be provided while they renegotiate the required service levels.

2. *Substantial Failure To Meet Quality Standards*  
Fails substantially to meet quality standards and performance criteria of this contract such that any individual in any target population served by the Resource Center is denied the opportunity to receive a public benefit, including, but not limited to, the Family Care benefit, to which the individual is entitled or is placed at substantial risk of substantial harm or suffers substantial harm;
3. *Discrimination*  
Discriminates among individuals in any target population(s) served by the Resource Center on the basis of their health status or requirements for long-term care services;
4. *Misrepresentation, Falsification, Or Omission Of Material Information*  
Knowingly misrepresents, knowingly falsifies, or knowingly omits any material information that it obtains from or furnishes to any individual in any target population served by the Resource Center, any care management organization, the Department, or any agency, department, or unit of local, county, state, or federal government;
5. *Distribution Of Unapproved Or Misleading Material*  
Distributes directly or indirectly through any agent or independent contractor any marketing material that has not been approved by the Department or that contains any information that the Resource Center knows to be false or misleading;
6. *Substantial Failure To Submit Reports Or Documents*  
Fails substantially to submit in the required form or format or by the required deadline the plans, reports, data, forms, documents, or information to the Department or its authorized agent that this contract requires the Resource Center to submit to the Department or its authorized agent; or,
7. *Substantial Failure To Perform Administrative Functions*  
Fails substantially to perform administrative functions that this contract requires it to perform that concern the governance, management, internal operations, or staffing of the Resource Center, or its cooperation and relations with any private or public entity or any agency, department, or unit of local, county, state, or federal government.

**B. Types Of Sanctions That The Department May Impose**

In the event that the Department decides to impose sanctions on the Resource Center, it may impose one or more of the following sanctions according to the following provisions:

1. *Withholding Payments*  
The Department may withhold some or all of the payments that would otherwise be paid to the Resource Center under this contract.
  - a. The amount of payments to be withheld shall be in an amount that the Department determines necessary to cause the Resource Center to correct its noncompliance with the terms of the contract and/or to protect the Department against potential losses or liabilities.

- b. The period of time during which payments are withheld shall terminate when the noncompliance of the Resource Center has been corrected and/or when the potential losses or liabilities of the Department have ceased.
  - c. Payments will be released as long as they are not barred by the operation of Article VI, Section G, Subsection 2 (page 64) of this contract.
2. *Having Others Temporarily Perform Resource Center Services*  
The Department may temporarily have others perform, and receive reimbursement for, some or all of the services that the Resource Center is to provide under this contract.
- a. The Department may reimburse any people or entities who perform temporary services by withholding payments that would otherwise be paid to the Resource Center for these services under this contract.
  - b. People or entities performing temporary services shall continue to provide these services until the Department determines the Resource Center has the capability to comply with the terms of this contract.
3. *Imposing Additional Monitoring Or Reporting Requirements*  
The Department may impose on the Resource Center any additional requirements concerning monitoring and/or reporting on its own operations or those of its subcontractors that the Department determines are necessary or appropriate to eliminate the causes or the consequences of the Resource Center's noncompliance with the terms of this contract
4. *Terminating This Contract*  
The Department may terminate this contract.

**C. Responsibility Of The Resource Center To Notify The Department Of Noncompliance That Could Lead To The Imposition Of Sanctions**

The Resource Center shall provide written notice to the Department of any instance of noncompliance with this contract by itself or its subcontractors that could lead to the imposition of sanctions on the Resource Center by the Department. Notice shall be given as soon as practicable but in no case later than thirty (30) calendar days after the Resource Center learns, or should have learned, about the noncompliance. The written notice shall include information on the reason(s) for and the effect(s) of the noncompliance.

**D. Required Opportunity To Correct Problems Not Endangering The Health Or Well-Being Of Individuals Before Imposing Sanctions**

If the Department determines that the Resource Center's noncompliance with the terms of this contract is not placing at risk of substantial harm or is not resulting in substantial harm to individuals in the target population(s) served by the Resource Center or is not in any other way substantially jeopardizing the health or welfare of individuals in the target population, the Department shall, in accordance with the following provisions, give the

Resource Center the opportunity to correct the problem(s) causing and resulting from this noncompliance before it decides whether to impose on the Resource Center any of the sanctions described in Section B immediately above.

*1. Discussion Of Plan Of Correction*

The Department and the Resource Center shall discuss with each other the measures that the Resource Center should take to develop and implement a plan to correct the problems causing and resulting from the noncompliance and the deadline by which these problems should be corrected.

*2. Provision Of Technical Assistance*

The Department shall offer to provide a reasonable amount of technical assistance to the Resource Center to correct the problems causing and resulting from the noncompliance if such technical assistance will be of help to the Resource Center and shall provide this technical assistance if the Resource Center accepts its offer.

*3. No Imposition Of Sanctions Following Correction Of Problems*

If the Resource Center has corrected the problems causing and resulting from the noncompliance by the deadline referred to in Subsection 1 immediately above, the Department shall not impose on the Resource Center any of the sanctions described in Section B immediately above.

*4. Authority To Impose Sanctions When Problems Remain Uncorrected*

If the Resource Center has not corrected these problems by the deadline referred to in Subsection 1 immediately above, the Department may impose on the Resource Center sanctions described in Section B immediately above only if these problems persist after this deadline because the Resource Center failed to make reasonable efforts to implement the plan of correction referred to in Subsection 1 immediately above or because the Resource Center refused to accept the technical assistance offered by the Department referred to in Subsection 2 immediately above or because the Resource Center failed to make reasonable efforts to implement the recommendations that the Department made as part of the technical assistance it provided.

*5. Criteria For Imposing Sanctions When Problems Remain Uncorrected*

If the problems causing and resulting from the noncompliance persist after the deadline referred to in Subsection 1 immediately above for any of the reasons described in Subsection 4 immediately above, the Department may, but need not, impose on the Resource Center sanctions described in Section B immediately above. In deciding whether to impose sanctions described in Section B immediately above, and which sanctions to impose, the Department shall consider that the Resource Center failed to make reasonable efforts to implement a plan of correction or refused to accept technical assistance offered by the Department or failed to make reasonable efforts to implement recommendations made as part of this technical assistance. The Department shall also consider one or more of the following factors, though the number of these factors that the Department shall consider and the weight it shall give to any factor that it does consider shall depend on the specific facts concerning the Resource Center's noncompliance:

- a. Whether and to what degree the noncompliance affects the provision of accurate information about benefits and services to individuals in the target population(s) served by the Resource Center or the timely referral of these individuals to appropriate private or public entities;
- b. Whether and to what degree the noncompliance affects the fair and effective provision of the Family Care benefit to individuals in the target population(s);
- c. Whether and to what degree the noncompliance affects the ability of the Department to assess and measure accurately the quality of the services provided by the Resource Center to individuals in the target population(s);
- d. Whether the noncompliance was an isolated instance or part of a pattern or practice; and,
- e. Whether the Department has imposed sanctions on the Resource Center before for noncompliance and, if so, which type it has imposed and what their effect on the Resource Center was.

*6. Notification Of Imposition Of Sanctions*

Before imposing under this Section any one or more of the sanctions described in Section B immediately above, the Department shall send the Resource Center written notice that explains the basis and nature of the sanction(s). The Department may not send this notice to the Resource Center before the deadline referred to in Subsection 1 immediately above but shall send it no later than thirty (30) calendar days after this deadline. The Department may not impose the sanction(s) described in the notice until at least five (5) calendar days have elapsed after the date on which the Department sent the notice to the Resource Center and may not impose the sanction of terminating the contract unless the Resource Center had at least ninety (90) calendar days, in accordance with Article XI, Section F (page 69) of this contract, in which to correct the problems caused by its noncompliance.

*7. Exception For Sanctions Imposed Under Section E*

Nothing in this section shall limit the authority of the Department to impose sanctions on the Resource Center in accordance with Section E immediately below.

**E. Discretionary Opportunity To Correct Problems Endangering The Health Or Well-Being Of Individuals Before Imposing Sanctions**

If the Department determines that the Resource Center's noncompliance with the terms of this contract is placing at substantial risk of substantial harm, or is resulting in substantial harm to, individuals in the target population(s) served by the Resource Center or is any other way substantially jeopardizing the health or welfare of individuals in the target population(s), the Department may, but need not, give the Resource Center the opportunity to correct the problems causing and resulting from the Resource Center's noncompliance before it decides whether to impose on the Resource Center any of the sanctions described in Section B immediately above.

*1. Criteria For Giving Resource Center Opportunity To Correct Problems*

In deciding whether to give the Resource Center the opportunity to correct problems before deciding whether to impose any of the sanctions described in Section B immediately above, the Department shall consider one or more of the following factors, though the number of these factors that the Department shall consider and the weight it shall give to any factor that it does consider shall depend on the specific facts concerning the Resource Center's noncompliance:

- a. Whether a few individuals or many individuals have been affected by the noncompliance and in what ways the individuals affected have been affected;
- b. Whether the noncompliance was an isolated instance or part of a pattern or practice;
- c. Whether the Department has imposed sanctions on the Resource Center before for noncompliance and, if so, which type it has imposed and what their effect on the Resource Center was; and,
- d. Whether the past history and the current situation of the Resource Center indicate that it could correct the problems causing and resulting from the noncompliance, if the Department gave it the opportunity to do so, without placing at substantial risk of substantial harm, or causing substantial harm to, additional individuals.

*2. Procedures To Follow When Resource Center Given Opportunity To Correct Problems*

If the Department decides to give the Resource Center the opportunity to correct the problems causing and resulting from the noncompliance before it decides whether to impose any of the sanctions described in Section B immediately above, the Department shall follow the provisions described in Section E immediately above.

*3. Procedures To Follow When Resource Center Not Given Opportunity To Correct Problems*

If the Department decides not to give the Resource Center the opportunity to correct the problems causing and resulting from the noncompliance before imposing any of the sanctions described in Section B immediately above, the Department shall send the Resource Center written notice that explains the nature and basis of the sanction(s) according to the following provisions:

- a. With the exception of the sanction of having other people or entities temporarily perform some or all of the services the Resource Center is to provide under this contract, the Department may not impose any of the sanction(s) described in the notice until at least five (5) calendar days have elapsed after the date on which the Department sent the notice to the Resource Center.
- b. The Department need not delay the imposition of the sanction of having other people or entities temporarily perform some or all of the services that the Resource Center is to provide under this contract during the time required for notice procedures described in Paragraph a immediately above.

*4. Exception For Sanctions Imposed Under Section F*

Nothing in this section shall limit the authority of the Department to impose sanctions on the Resource Center in accordance with Section F immediately below.

**F. Mandatory Sanctions For Knowingly Misrepresenting Information**

Notwithstanding any other section of this article or any other provision of this contract, the Department shall impose on the Resource Center the sanction of withholding payments that would otherwise be paid to the Resource Center under this contract according to the following provisions:

*1. Withholding Payments*

The Department shall withhold payments when it has paid a care management organization for the care of any individual who was ineligible for the Family Care benefit at all but who received this benefit or who was eligible for this benefit at the intermediate level but who received this benefit at the comprehensive level because the Resource Center knowingly misrepresented or knowingly falsified or knowingly omitted material information concerning the individual.

*2. Amount To Be Withheld*

The amount of payments that the Department shall withhold shall not exceed the amount that the Department has paid to the care management organization in excess of what the Department should have paid to the care management organization for providing care, goods, and services to the individual.

*3. Notification Of Decision To Withhold Payments*

Before the Department withholds any payments under this section, the Department shall provide written notice to the Resource Center explaining why it intends to withhold payments and how much it intends to withhold and shall give the Resource Center thirty (30) calendar days in which to discuss with the Department the reasons why the Department should not withhold payments. If at the end of this thirty (30) calendar day discussion period, the Department and the Resource Center have not agreed with each other as to how to resolve the issue, the Department shall withhold payments.

**G. Action When Audits Not Submitted**

Notwithstanding any other section of this article or any other provision of this contract, if audits are not submitted when due, the Department may take action as provided in Article VI, Section F (page 61) of this contract.

**XIII. Miscellaneous**

**A. Official Address**

The Department will mail payments to the Resource Center to the address on the first page of this contract. If the Resource Center desires that notices or other written communications made pursuant to this contract be mailed to an address different than on the first page of this contract, that address shall be provided below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B. Anti-Trust Violations**

The Resource Center and the Department recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by the Department. Therefore, the Resource Center hereby assigns to the Department any and all claims for such overcharges as to goods and services purchased in connection with this contract, except as to overcharges not passed on to the Department.

**C. Authorization**

Both the Resource Center and the Department have full power and authority to enter into and perform the contract, and the person signing the contract on behalf of each has been properly authorized and empowered to enter into the contract and to bind each party to each and every one of the terms, conditions and obligations in this contract.

**D. Binding Effect**

Each party agrees that the contract binds it and each of its employees, agents, independent contractors and representatives.

**E. Conflicts Between Documents; Order of Precedence**

In the event that there is a conflict between the documents comprising the contract, the following order of precedence shall apply:

- Laws, regulations and policies of the state and federal government;
- The terms and conditions in the body of this contract;
- Contract Interpretation Bulletins issued by the Department before or during the effective term of this contract;
- Appendices to this contract.

**F. Indemnity**

*1. Responsibility For Losses Or Expenses*

The Department and the Resource Center agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their officers, employees or agents.

2. *Indemnification For Suits, Actions, Or Claims*

The Resource Center shall indemnify, defend if requested, and hold harmless the State and all of its officers, agents, and employees for all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the failure of the Resource Center or of any of its contractors to perform any of the provisions of this contract or from the negligent performance by the Resource Center or by any of its contractors of any of the provisions of this contract in prosecuting work under this contract. The Department acknowledges that the State may be required by s. 895.46 (1) Stats. to pay the cost of judgments against its officers, agents, or employees, and that an officer, agent, or employee of the State may incur liability due to negligence or misconduct.

3. *Indemnification For Federal Fiscal Sanctions*

The Resource Center shall indemnify the Department for any federal fiscal sanction taken against the Department or any other state agency which is attributable to action or inaction by the Resource Center, its officers, employees, agents or subcontractors that is not taken at the direction of the Department and that is contrary to the provisions of this contract.

- a. Prior to invoking this provision, the Department agrees to pursue any reasonable defense against the federal fiscal sanction in the available federal administrative forum. The Resource Center shall cooperate with the Department in that defense to the extent requested by the Department.
- b. Upon notice of a threatened federal fiscal sanction, the Department may withhold payments otherwise due the Resource Center, pursuant to Article VI, Section D (page 60) of this contract, to the extent necessary to protect the Department against the potential federal fiscal sanction. The Department will consider the Resource Center's requests regarding the timing and amounts of any withholding adjustments.

**G. Nonwaiver**

Any failure or delay by either party to exercise or partially exercise any right under the contract shall not be deemed a waiver of any such right. Any waivers granted by either party for breaches shall not indicate a course of dealing or excusing other or subsequent breaches.

**H. Survival**

The terms and conditions contained in this contract that by their sense and context are intended to survive the performance under this contract by the parties shall so survive the termination or expiration of this contract.

**XIV. Cooperation of Parties and Dispute Resolution**

**A. Agreement To Cooperate**

The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this contract.

**B. Dispute Resolution**

The parties shall use their best efforts to cooperatively resolve disputes and problems that arise in connection with this contract. When a bona fide dispute arises between the Resource Center and the Department that cannot be resolved, the sole and exclusive method of resolving the dispute shall be the follow process:

*1. Disputes Involving Audits*

For any audit dispute, review will be through the Department's audit resolution process.

*2. Disputes Involving All Other Matters*

For any other dispute, the Resource Center may request a hearing under ch. 227, Stats., before the Division of Hearings and Appeals of the Wisconsin Department of Administration, under rules promulgated at ch. HA 1, Wis. Admin. Code. The proceeding shall be conducted as a class 3 contested case.

**C. Performance Of Contract Terms During Dispute**

The existence of a dispute notwithstanding, both parties agree to continue without delay to carry out all their respective responsibilities which are not affected by the dispute and the Resource Center further agrees to abide by the interpretation of the Department regarding the matter in dispute while the Resource Center seeks further review of that interpretation.

**FUNDING ALLOCATION THROUGH CARS AND SIGNATURE PAGE**

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of the Grantee's and Grantor's Authorized Representative on this Agreement (or addendum) exceeds sixty (60) days inclusive of the two signature dates.

\_\_\_\_\_  
Grantee's Authorized Representative  
«NameTitle»  
«Department»  
«County»County  
Date

\_\_\_\_\_  
Grantor's Authorized Representative  
Sinikka Santala, Administrator  
Division of Disability and Elder Services  
Department of Health & Family Services  
Date

\_\_\_\_\_  
Grantor's Contract Administrator  
Donna McDowell, Human Services Manager  
Bureau on Aging and Long Term Care Resources  
Division of Disability and Elder Services  
Department of Health & Family Services  
Date

**CARS PAYMENT INFORMATION**

The information below is used by the Department's CARS Unit to facilitate the processing and recording of payments made under this Agreement.

Agency Number	«Agency_No»
Agency Type	«Agency_Type»
Municipality Code	_____ (if applicable)
Grant Period	1/1/05-12/31/05
Grant Amount	«Amount_1_2»
Agency Fiscal Year	1/1/05-12/31/05 (month)
Profile ID# 1400	Amount «Contract_Amount_1» CFDA Number _____
Profile ID# 1423	Amount «Contract_Amount_2» CFDA Number _____
Profile ID# _____	Amount _____ CFDA Number _____
Program Name	«County» County
Federal Agency Providing Funds	_____
Funding %s:	%Federal _____, % State 100, % Local (if applicable) _____

Grant Payment Mailing Address:
«Contract_Administrator»
«County» County
«Department»
«Address»
«CityStateZip»
Phone: «Phone»

## APPENDICES

### A. Definitions

**Adult protective services** – means protective services for mentally retarded and other developmentally disabled persons, for aged infirm persons, for chronically mentally ill persons and for persons with other like incapacities incurred at any age as defined in s. 55.02, Stats.

**Contract** – The collected documents describing the agreement between the Department and the Resource Center, said documents including the body of the contract, contract interpretation bulletins, the appendices of this contract and other documents referenced herein.

**Costs** – The actual costs that meet the Department's Allowable Cost Policy Manual and the federal allowable cost policies that are incurred by the Resource Center within the contract period to provide the services under this contract.

**Effective date** – The date upon which the Resource Center is responsible to begin providing services under this contract.

**Effective term** – The period of time during which the Resource Center is responsible to provide services under this contract.

**Emergency** – Any situation which poses an imminent danger to self or others.

**Family Care benefit** – Financial assistance for long-term care and support items for an enrollee of a Care Management Organization.

**Functional screen** – The latest version of the Wisconsin Long-Term Care Functional Screen created and/or prescribed by the Department for use in determining an individual's functional eligibility for the Family Care benefit under s. 46.286(1)(a) and (1m) of the Wisconsin State Statutes.

**Medically unstable condition** – A medical condition which prevents health care professionals from being able to accurately predict a person's long-term care needs.

**Service area** – The geographic area in which the Resource Center provides services, if the Resource Center provides services in more than one (1) county under this contract.

**Target population** – means any of the following groups that a resource center or a care management organization has contracted with DHFS to serve:

- (a) Older persons.
- (b) Persons with a physical disability.
- (c) Persons with a developmental disability.

**Urgent needs** – While not immediately life-threatening, urgent needs are those where a lack of response within forty-eight hours would cause significant pain, place the person at serious risk of harm, or create or significantly increase a person's risk of unnecessary hospitalization or institutionalization.

**B. Long-Term Care Financial Options Counseling Form And Associated Documents**



**LONG TERM CARE FINANCIAL OPTIONS**  
**COUNSELLING FOR ADULTS**  
 INFORMATION FOR MEDICAID AND FAMILY CARE ELIGIBILITY  
**WORKSHEET TOOL**

**Step 1 – Data Collection**

<b>Today's Date</b>	
<b>Worker name</b>	
<b><i>DEMOGRAPHIC QUESTIONS (OPTIONAL)</i></b>	
<b>1.Name</b>	
<b>2.Address</b>	
<b>3. Phone</b>	
<b><i>NON-FINANCIAL DETERMINATION QUESTIONS</i></b>	
<b>1. Date of Birth</b>	
<b>2. Has consumer been determined as disabled by the Disability Determination Bureau?</b>	Yes      No      Unknown
<b>3. Is consumer currently working?</b>	Yes      No
<b>4. Is consumer currently involved in the Health and Employment Counseling Program (HEC)?</b>	Yes      No
<b>5. Is consumer receiving Medicaid?</b>	Yes      No
<b>6. Is consumer currently receiving SSI?</b>	Yes      No
<b>7. Has the consumer been determined functionally eligible for the Medicaid Community Waivers?</b>	Yes      No
<b>8. Has the consumer been determined functionally eligible for Family Care?</b>	Yes      No

<b>FINANCIAL DETERMINATION QUESTIONS</b>	
<b>1. Does consumer have a spouse?</b>	Yes          No
<b>2. If yes, where does the spouse live?</b>	Home (community) Nursing Home No spouse
<b>3. What are the total countable assets of the consumer?</b>	
<b>4. If spouse, what are the total countable assets of the consumer's spouse?</b>	
<b>5. What is consumer's gross monthly income?</b>	
<b>6. What is consumer's spouse's monthly income?</b>	
<b>7. Does the consumer have children less than age 19 living in the household?</b>	Yes          No
<b>8. What are the monthly anticipated medical expenses of the consumer?</b>	
<b>9. Institutional rate (monthly)</b>	Proxy          Actual Amount
<b>10. Projected cost of care for Family Care</b>	Proxy          Other Amount

## LONG-TERM CARE FINANCIAL OPTIONS COUNSELLING FOR ADULTS

### INFORMATION FOR MEDICAID AND FAMILY CARE ELIGIBILITY Step 2 -- CALCULATIONS

TYPE	NON FINANCIAL TEST	Financial Calculations: ASSET TEST	Financial Calculations: INCOME TEST	NOTES
<b>MA NON WAIVERS (FEE-FOR-SERVICE MA)</b>	<ul style="list-style-type: none"> <li>• Person is 65 or older, or</li> <li>• 18 or older but less than 65 years old and disabled, per Disability Determination Bureau (DDB).</li> <li>• For Family Care eligibility: Meets a functional level of care of:   <b>G:</b> Grandfather  <b>I:</b> Intermediate  <b>COM:</b> Comprehensive  <b>CNH:</b> Comprehensive Nursing home                     </li> </ul>	<p><b>Current test:</b></p> <ul style="list-style-type: none"> <li>• If no spouse in home, asset limit = \$2,000.</li> <li>• If spouse in home, asset limit = \$3,000.</li> </ul> <p><b>6 month test (if fail current):</b></p> <ol style="list-style-type: none"> <li>1. Use actual monthly cost of care, if known, multiplied by 6. If actual costs unknown, use proxies from Notes column, multiplied by 6.</li> <li>2. Subtract result obtained in number 1 from total assets.</li> <li>3. Remainder must be less than applicable asset limit.</li> </ol>	<p>Note: If person is already receiving any kind of Medicaid (e.g., SSI), financial calculations are not necessary.</p> <p>Income less than SSI payment level: If no spouse in home, use \$647.78; if spouse in home, use \$978.05.</p>	<ul style="list-style-type: none"> <li>• Avg. cost for disabled person – \$756/mo.</li> <li>• Avg. cost for elder person – \$202/mo.</li> <li>• Avg. cost for disabled couple – \$959/mo.</li> <li>• Avg. cost or elder couple – \$405/mo.</li> </ul> <p><b>Reminder:</b> If spouse is in home, use two person asset limit.</p>

**2005 Contract between DHFS and Resource Center**

TYPE	NON FINANCIAL TEST	Financial Calculations: ASSET TEST	Financial Calculations: INCOME TEST	NOTES
<p><b>MA WAIVERS</b></p>	<ul style="list-style-type: none"> <li>• Person is 65 or older, or</li> <li>• 18 or older but less than 65 years old and disabled, per Disability Determination Bureau (DDB).</li> <li>• For Home and Community-Based Waivers meets a functional level of care eligible for waivers.</li> <li>• For Family Care meets a functional level of care of: <b>CNH:</b> Comprehensive Nursing home</li> </ul>	<p><b>Current test:</b></p> <ul style="list-style-type: none"> <li>• If no spouse, or spouse in NH, asset limit = \$2,000.</li> <li>• Otherwise, asset limit = \$94,760 (i.e., Community Spouse Asset Share of \$92,760 plus \$2,000).</li> </ul> <p><b>6 month test (if fail current):</b></p> <ol style="list-style-type: none"> <li>1. Use actual monthly cost of care, if known, multiplied by 6. If actual costs unknown, use proxies from Notes column, multiplied by 6.</li> <li>2. Subtract result obtained in number 1 from total assets.</li> <li>3. Remainder must be less than applicable asset limit.</li> </ol>	<ul style="list-style-type: none"> <li>• If person is already receiving any kind of Medicaid (e.g., SSI) = Potential Group A eligibility (no financial test, no cost share)</li> <li>• Income less than Group B limit (\$1,692) = Potential Group B eligibility (may have cost share for services)</li> </ul> <p>Income greater than Group B limit (\$1,692) = Potential Group C eligibility (will need to spend down to the Medically Needy Income Limit of \$591.67)</p>	<ul style="list-style-type: none"> <li>• Avg. cost for disabled (phys and develop) = \$2,341/mo.</li> </ul> <p>Avg. cost for elderly = \$1,075/mo.</p>

2005 Contract between DHFS and Resource Center

TYPE	NON FINANCIAL TEST	Financial Calculations: ASSET TEST	Financial Calculations: INCOME TEST	NOTES
<p><b>MA NURSING HOME</b></p>	<ul style="list-style-type: none"> <li>• Person is 65 or older, or</li> <li>• 18 or older but less than 65 years old and disabled per Disability Determination Bureau (DDB).</li> <li>• Functionally eligible at a nursing home level of care:  <b>ISN:</b> Intensive Skilled Nursing  <b>SNF:</b> Skilled nursing  <b>ICFI or II:</b> Intermediate Care I or II.                      Or persons with a developmental disability at the <b>DD1a, DD1b or DD2</b> level of (ICFMR) Intermediate Care Facility for the Mentally retarded care level.                       For Family Care:                      Functionally eligible at the <b>CNH</b> Comprehensive Nursing Home level of care.</li> </ul>	<p><b>Current test:</b></p> <ul style="list-style-type: none"> <li>• If no spouse, or spouse in NH, asset limit = \$2,000.</li> <li>• Otherwise, asset limit = \$94,760 (i.e., Community Spouse Asset Share of \$92,760 plus \$2,000).</li> </ul> <p><b>6 month test (if fail current):</b></p> <ol style="list-style-type: none"> <li>1. Private pay average monthly nursing home rate multiplied by 6 (\$4,827 x 6 = \$28,962)</li> <li>2. Subtract result above from total assets.</li> </ol> <p>Remainder must be less than applicable asset limit.</p>	<p>Note: If person is already receiving Medicaid, financial calculations are not necessary.</p> <ul style="list-style-type: none"> <li>• Income less than Group B limit (\$1,692) = Potential categorical eligibility</li> </ul> <p>Income greater than \$1692, but less than private pay average monthly nursing home rate of \$4827 = Potential medically needy eligibility</p>	<p>If known, use the actual monthly nursing home rate for the institution in question, rather than the private pay average monthly nursing home rate of \$4,827.</p>

2005 Contract between DHFS and Resource Center

TYPE	NON FINANCIAL TEST	Financial Calculations: ASSET TEST	Financial Calculations: INCOME TEST	NOTES																								
<p><b>MA Purchase Plan</b></p>	<ul style="list-style-type: none"> <li>• 18 or older and disabled, or MAPP disabled</li> <li>• Working, or in a Health/Employment Counseling Program</li> </ul> <p>Note: If person is already receiving Medicaid, financial calculations are not necessary</p>	<p><b>Current test:</b></p> <ul style="list-style-type: none"> <li>• Applicant assets only less than the MAPP asset limit (\$15,000). Do not count spouse's assets.</li> </ul> <p><b>6 month test (if fail current):</b></p> <ol style="list-style-type: none"> <li>1. Use actual monthly cost of care, if known, multiplied by 6. If actual costs unknown, use proxies from Notes column, multiplied by 6.</li> <li>2. Subtract result obtained in number 1 from total assets.</li> </ol> <p>Remainder must be less than MAPP asset limit (\$15,000).</p>	<ul style="list-style-type: none"> <li>• Income of applicant and spouse only less than 250% of the Federal Poverty Limit (FPL) for family size (i.e., compare income to appropriate family size including applicant, spouse, children, etc.).</li> </ul> <p>(Please note that the following amounts have been in effect since March 1, 2004. These amounts should be updated sometime in March or April of 2005. In order to make sure that you have the correct amounts, you should consult Table 8.1.6. in Appendix 8 of the current version of the Department's Medicaid Eligibility Handbook.)</p> <table border="0"> <tr> <td colspan="2"><u>Family</u></td> </tr> <tr> <td><u>Size</u></td> <td><u>250% FPL</u></td> </tr> <tr> <td>01</td> <td>\$1,939.58</td> </tr> <tr> <td>02</td> <td>\$2,602.08</td> </tr> <tr> <td>03</td> <td>\$3,264.58</td> </tr> <tr> <td>04</td> <td>\$3,297.08</td> </tr> <tr> <td>05</td> <td>\$4,589.58</td> </tr> <tr> <td>06</td> <td>\$5,252.08</td> </tr> <tr> <td>07</td> <td>\$5,914.58</td> </tr> <tr> <td>08</td> <td>\$6,577.08</td> </tr> <tr> <td>09</td> <td>\$7,239.58</td> </tr> <tr> <td>10</td> <td>\$7,902.08</td> </tr> </table>	<u>Family</u>		<u>Size</u>	<u>250% FPL</u>	01	\$1,939.58	02	\$2,602.08	03	\$3,264.58	04	\$3,297.08	05	\$4,589.58	06	\$5,252.08	07	\$5,914.58	08	\$6,577.08	09	\$7,239.58	10	\$7,902.08	<p>Avg. cost for disabled person. – \$756/mo.</p>
<u>Family</u>																												
<u>Size</u>	<u>250% FPL</u>																											
01	\$1,939.58																											
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08	\$6,577.08																											
09	\$7,239.58																											
10	\$7,902.08																											

<p><b>FC NON MA</b></p>	<ul style="list-style-type: none"> <li>At least 17 years, 9 months (see Notes)</li> <li>Meets a Family Care Functional level of care:  <b>G:</b> Grandfathered  <b>I:</b> Intermediate  <b>COM:</b> comprehensive  <b>CNH:</b> Comprehensive Nursing Home                      If the person is Intermediate Level of Care, is the person in need of or receiving Adult Protective Services (APS)? (See note)</li> <li>Person has failed each of the preceding Medicaid tests</li> </ul>	<p><b>Current test:</b></p> <p><b>1. Non-MA FC Asset Calculation</b>                      Countable Assets <u>minus</u>                      Community Spouse Asset Share (CSAS), if applicable, <u>minus</u>                      \$12,000 (FC Asset Disregard) <u>equals</u>                      Non-MA FC assets, <u>divided by</u>                      12, <u>equals</u>                      (Monthly countable non-MA FC assets)</p> <p><b>2. Non-MA FC Income Calculation</b>                      Monthly gross income <u>minus</u>                      Community Spouse Income Allocation (see Notes), if applicable <u>minus</u>                      FC Non-MA deductions of the first \$200 of monthly earned income <u>minus</u>  <u>Two-thirds of any remaining monthly earned income equals</u>                      (Monthly countable non-MA FC income)</p> <p><b>3. Non-MA FC Cost Share Calculation</b>                      (1. Monthly countable non-MA FC assets) <u>plus</u>                      (2. Monthly countable non-MA FC income) <u>equals</u>                      (3. Monthly Non-MA FC Cost Share)                      (4. Non-MA Eligibility Test                      If (3. Monthly countable non-MA FC Cost Share) less than Projected Cost of Care Plan (see Notes), person is eligible.</p> <p><b>Six month test, if fail current, same as above except:</b>                      #1 Monthly countable non-MA FC assets, <u>minus</u>                      (non-long-term care costs of \$317.12 plus applicable Projected Cost of Care, multiplied by 6), then CSAS, if applicable and so on, as specified above.</p>	<ul style="list-style-type: none"> <li>Person must be 18 or older to be eligible for FC. However, functional screens may be performed on persons at least 17 years, 9 months. Therefore, for the purposes of this tool, persons under 17 years, 9 months, will fail the non-financial test; persons 17 years, 9 months to 18 years will fail the “Current” non-financial test, but will pass the “6 Month” non-financial test; persons at least 18 will pass both Current and 6 Month non-financial tests.</li> <li>Persons at an Intermediate level of care are currently able to participate in Family Care non-MA only if they are in need of Adult Protective Services (APS).</li> <li>Community Spouse Asset Share = \$92,760; applicable if applicant has spouse who is not in a nursing home (whether or not they are living together, legally separated, etc.)</li> <li>Community Spouse Income Allocation = Minimum Spousal Income Limit of \$2,020 minus spouse’s actual income.</li> <li>Always use the community figure of \$12,000 as the Non-MA Family Care asset limit, even if the person is in a residential setting.</li> <li>Use non-long-term care costs of \$317.12</li> <li>Projected Cost of Care Plan, if comprehensive = \$3,307; if intermediate = \$637.</li> </ul>
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**C. Monthly Information And Assistance Report And Associated Documents**

**MONTHLY RESOURCE CENTER PILOT I&A REPORT**

Month/Year: \_\_\_\_\_

County/Tribe: \_\_\_\_\_

Report Person \_\_\_\_\_

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

**1. Response Timing:**

- \_\_\_\_\_ (optional) Emergency, imminent danger to self or others
- \_\_\_\_\_ Urgent: Needs assistance/action within approx. 48 hrs
- \_\_\_\_\_ Other contacts
- \_\_\_\_\_ Unknown
- \_\_\_\_\_ TOTAL CONTACTS

**2. When Contact Occurred (apply to your timeframes as applicable):**

- \_\_\_\_\_ Monday – Friday: 8 AM - 5 PM
- \_\_\_\_\_ Weekday evening/night: 5 PM - 8 AM
- \_\_\_\_\_ Weekend: 8AM Sat. - 8AM Mon.
- \_\_\_\_\_ TOTAL (should add up to Total Contacts)

**3. Planning:**

- \_\_\_\_\_ Has a current need or concern
- \_\_\_\_\_ Prevention or future planning

(note: may have both in a single contact)

**4. Who Made Contact:**

- \_\_\_\_\_ Self
- \_\_\_\_\_ Relative, Guardian, Friend/Neighbor, Community Member
- \_\_\_\_\_ Agency, Service Provider, Official
- \_\_\_\_\_ Unknown/Anonymous
- \_\_\_\_\_ TOTAL (Should add up to Total Contacts)

**5. Issues/Needs discussed during call (check all that apply; if call did not fall into any of these categories, leave blank)**

	<b>Long-Term Care Related Living Arrangements:</b> Considering a move for health/disability/frailty reasons, housing, modifications to address health/disability/frailty, special living arrangements
	<b>Disability &amp; Long-Term Care Related Services:</b> In-home support, care mgt., respite, equipment & training, transition planning, independent living skills, death & dying
	<b>Payment:</b> Disability and long-term care related services
	<b>Adult Protective Services:</b> Abuse, neglect, domestic violence, safety
	<b>Health:</b> Recuperative care, diseases, conditions, dementia, health, health promotion or medical care related (other than ability to pay – put paying for health care under basic needs)
	<b>Behavioral Health:</b> Mental health or substance abuse
	<b>Home Maintenance:</b> General repairs/chores/yardwork, home safety, and weatherization
	<b>Employment &amp; Training:</b> Vocational rehabilitation, jobs, education for employability
	<b>Nutrition:</b> Congregate or home-delivered meals, nutrition counseling
	<b>Transportation</b>
	<b>Basic Needs &amp; Financial Related:</b> Benefits, MA, health insurance, food poverty, money, shelter (non-long-term care) money problems, problems paying bills, paying for medical care or drugs, paying for needed appliances, clothing, etc.
	<b>Legal:</b> Tax law, power of attorney, guardianship, consumer rights, advocacy, discrimination, complaints
	<b>Life Enhancement:</b> Education (not job related), recreation, volunteerism, social endeavors

**2005 Contract between DHFS and Resource Center**

**6. Outcome of Contact** (choose one column only)

Referrals & Information (check all that apply):		Information Only (do not use if a referral):	
	Family Care Functional Screen (including COP assessment if screen is done)		Long-Term Care Services/Resources/Information
	Adult Protective Services		Other Services/Resources/Information
	Emergency Services		Follow-Up Contact from RC – but not referred for screening or services
	Private Long-Term Care Services		
	Services/Resources Other Than Emergency, APS, or LTC		
	Brief or Short Term Services, Follow-Along or Service Coordination		
	Public Funding: Medicare, Medicaid, FoodShare, Social Security Benefits		

**7. Subject of Call Primary Target Group**

	Age 65 and older* ( <i>Use regardless of other target group</i> )	*Milwaukee: Age 60 and older
<b>Age 18 to 64</b>		
	Developmentally Disabled	
	Physically Disabled	
	Does Not Fit in a FC Target Group	
	Other: Missing Information, Not Available	
<b>Under 18</b>		
	Developmentally Disabled	
	Physically Disabled	
	Does Not Fit in a FC Target Group	
	Other: Missing Information, Not Available	
<b>Age Unknown</b>		
	Developmentally Disabled	
	Physically Disabled and Other	
	Does Not Fit in a FC Target Group	
	Other: Missing Information, Not Available	
	<b>TOTAL</b> ( <i>Contact numbers entered in each row should add up to Total Contacts</i> )	

**8. Pre-Admission Consultation (PAC) Referrals**

Number of PAC referrals received from:	
	Nursing Homes
	Community-Based Residential Facilities (CBRF)
	Residential Care Apartment Complexes (RCAC)
	Adult Family Homes (AFH)
	<b>Total PAC referrals received</b>

**Report due by the 15<sup>th</sup> of the month following the monthly activity reported**

**Send via E-Mail to: [LTC\\_SUPPORT@dhfs.state.wi.us](mailto:LTC_SUPPORT@dhfs.state.wi.us)**

EDS - I & A Help Desk Support  
10 East Doty Street, Suite 200  
Madison, WI 53703

Phone: (608) 221-4746 x 3639  
Fax: (608) 250-0246

**INSTRUCTIONS**  
**FOR MONTHLY RESOURCE CENTER PILOT I&A REPORT**

**DUE DATE**

This report is due the 15<sup>th</sup> of the month following the monthly activity reported. It should be provided by electronic submission to (*Note that the RC Contract requires electronic submission*):

LTC\_SUPPORT@dhfs.state.wi.us

EDS - I & A Help Desk Support  
10 East Doty Street, Suite 200  
Madison, WI 53703  
Phone: (608) 221-4746, x 3639  
Fax: (608) 250-0246

**COMPLETING THE FORM**

Provide the **month and year** of the report. Under **County/Tribe** include county and name of Resource Center if there is more than one in the county. Provide name of **contact person** and **phone number** including extension if necessary.

**COUNTING CONTACTS AND CONTACT DEFINITION**

These are general guidelines. Detailed definitions are provided at the end of this document.

- A contact may take place in a group setting.
- A contact may be face-to-face, over the phone or written.
- Not all internal agency contacts qualify as I&A contacts. Personal calls and most staff to staff calls, do not count as an I&A contact. Administrative calls that I&A staff handle for their parent agency are not considered I&A calls. [Example: when it is agency policy for staff to check with I&A to see if someone is already an agency client.]
- External agency calls are I&A calls when they are content driven or person specific.
- Generally, outreach and education, while critical to the Resource Center, is reported on the monthly time report and is not counted in the Monthly Resource Center Pilot I&A Report.

**1. Response Timing**

- **Emergency: Imminent danger to self or others:** This category is optional. If it is used it should be limited to contacts which the I&A staff act upon **within 4 hours**. If the

Resource Center chooses, this category can be dropped and all immediate action contacts can be counted under “needs assistance/action within approximately 48 hours.” Also, elder abuse and neglect (action within 24 hours) and self-neglect (action within 48 hours) will usually be entered into the “Urgent” category, but certainly can be entered as an Emergency when action is needed within 4 hours.

- **Urgent: Needs assistance/action within approximately 48 hrs:** This item records the number of contacts that the I&A worker feels require action within 48 hours *either* because of potential harm to the call subject or others *or* because of required action timeframes. This is not a complete measure of crisis or seriousness. Clearly many very serious problems can and will wait beyond 48 hours. Again, elder abuse and neglect (action **within 24 hours**), and self-neglect (action **within 48 hours**) will usually be entered into the “Urgent” category, but certainly can be entered as an Emergency when action is needed within 4 hours. IF the Resource Center chooses to use the emergency category it should not double count those contacts in this “within 48 hours” category. Timing response counts should add up to total contacts.
- **All other contacts:** Generally the worker should assume that a contact falls into this category unless they learn otherwise during the exchange. All efforts should be made to avoid using the “unknown” category.

### 2. When Contact Occurred

List number of contacts that occurred by time period. If time period is not recorded, try to estimate whether the contact occurred between 8 and 5, evenings or weekends (as defined on the form). NOTE: Many Resource Centers may open for business at 7:45am or close after 5pm. **However**, for the sake of uniformity, the contacts should reported by the *time* at which they occurred, and as best fits the suggested time frames on the form.

### 3. Planning

This data item is intended to track the use of the Resource Center for long-term care planning.

- Most calls will involve a *current* need for information. Current, here is defined as a problem or question where I&A is needed at the time the person calls and the subject has the need, problem or disability *now*.
- Contacts where someone is asking about resources or services to handle a need which *does not exist at this time* should be counted under “prevention or future planning”.
- Queries which should be coded as “prevention or future planning” are ones about:
  - Planning: financial planning; durable power of attorney for health care, living wills; information about housing options *for the future*; requests for information about prevention services.

- *Examples:* If someone is calling about home modifications because his or her parent will be leaving the hospital after an operation that is a current need (even though the parent isn't home yet, the problem exists now).

- Many calls will be about people with current needs which are expected to last. If someone has a physical disability and requires long-term care services now *and* into the future that contact should *only* be coded as “current”. It is current and continuing.
- If a couple calls about housing options for older people because even though they are not considering moving at this time they want to start planning for future needs, that would be coded as “prevention or future planning”.
- If someone calls looking for an elderly exercise program because he or she wants to maintain or improve his or her health that is a prevention contact.

#### 4. **Who Made the Contact** (*should add up to Total contacts*)

This item is coded in reference to the person who has a concern or need. “Self” means the person contacting the agency is doing so on their own behalf. Relative, Guardian, Friend or Neighbor, or “Community Member” means *on behalf of* someone else with a need or concern. This category is used for *any citizen contact*. Agency, Service Provider, Official refers to all other contacts. Anyone calling in a formal or professional capacity will fall into this category. If an elected official is calling about his or her *own* elderly parent –then they are coded as relative. If he or she is calling about what the Resource Center has to offer his or her constituency then the contact is coded as “Official”.

#### 5. **Issues/Needs Discussed During Call**

For this section a worker should check as many items as apply to the inquiry. If the contact was not about any of these things then leave the area blank. We are not trying to collect information about every call, for example, wrong numbers, or “social calls” (unless the I&A worker thinks they really are mental health contacts). However, *every* call that has a question/concern connected with it should be able to be categorized in one of the groups below.

- **Long-Term Care Related Living Arrangements:** Check if contact includes any related concern about current housing issues (includes NH, CBRF, RCAC, AFH, apartment living, homes, shared arrangements, etc.) or if contact is about a permanent move or temporary arrangement which is being contemplated because of a need for long-term care, and/or increased disability or frailty, home modifications or special living arrangements. PAC referrals are reported separately, and other contacts as indicated above.
- **Disability & Long-Term Care Related Services:** As listed on the form. Note that this is a broad category to include every service that isn't in Long-Term Care Related Living Arrangements above, and also includes hospice services. You may often have a contact which involves a discussion of living arrangements and services.
- **Payment:** This category should be checked if a person has concerns about paying for long-term care related services. Often a contact will involve a discussion of Disability

and Long-Term Care Related Services and Payment. Here you would capture concerns regarding the ability to afford services and LTC eligibility questions, including COP referrals, contacts regarding disability benefit issues, etc.

- **Adult Protective Services:** Reports of abuse, neglect, self neglect, domestic violence.
  - **Health:** Health decline, recuperative care, diseases, conditions, dementia, health, health promotion or medical care related, health equipment loaning. (Other than ability to pay - put paying for health care under Basic Needs and Financial Related).
  - **Behavioral Health:** Includes all mental health and or substance abuse/alcohol concerns and treatments. It includes depression, grief counseling. It does not include dementia which is under Health.
  - **Home Maintenance:** Chores/house cleaning/yard work/home safety. Home modifications to address a disability should be counted under Long-Term Care Related Living Arrangements above. General repairs (e.g. weatherizing, snow removal, lawn maintenance, etc.) would be checked here.
  - **Employment & Training:** Vocational rehabilitation, work, jobs, training.
  - **Nutrition:** Congregate or home-delivered meals, nutrition counseling (i.e., diabetic or renal diet issues). Note that you would not check this box if the only food issue is paying for food, a lack of money (use Basic Needs and Financial Related). However, you may often have a concern raised about someone's nutritional status and their ability to afford food in which case you would check Nutrition and Basic Needs.
  - **Transportation:** Arrangements and information on transportation issues and program information.
  - **Basic Needs & Financial Related:** Benefits, Medical Assistance, health insurance, poverty, money, paying for food, shelter (non-long-term care), heating or air-conditioning or phone service, evictions, money problems, problems paying bills, paying for medical care or drugs. Disabled/ frail elderly needing fans during a heat wave would be coded here.
  - **Legal:** Tax law, power of attorney, guardianship, consumer rights, advocacy, discrimination, complaints. Benefit Specialist referrals could be checked here.
  - **Life Enhancement:** Education that is not job related, recreation, social programs, volunteerism.
6. **Outcome of Contact** (*Choose one column only, either "Referrals and Information" or "Information Only." Check all that apply under the column chosen.*)

- **Referrals and Information**

Referrals are distinguished from simply giving people information. Referrals are those where the Resource Center refers to or refers for services/resources and/or is actively involved in obtaining a service or resource for a contact.

- **Family Care Functional Screen:** This should include all referrals for a Functional Screen which may include Resource Center-based long-term care options counseling.
- **Adult Protective Services:** Any referral to the County APS staff and/or elder abuse workers for elder abuse, financial abuse, self neglect, placements, etc.
- **Emergency Services:** This would include services/actions to be delivered within 24 hours. It would include emergency food delivery, shelter, or emergency respite care or other immediate intervention.
- **Private Long-Term Care Services:** This would include formal referrals to non-county agencies on behalf of private pay individuals.
- **Services/Resources Other Than Emergency, APS, or LTC:** This category covers all other referrals.
- **Brief or Short Term Services, Follow-Along or Service Coordination:** The use of this category will depend on the Resource Center Pilot model. If the I&A worker sends all in-house referrals to either a long-term care unit or a distinct “access” unit, he or she may not know whether a contact requires brief services, and he or she would not be in the position of “following” contacts.

However, a number of pilots are set up to use the I&A unit to provide some brief or short term services, follow-along or service coordination. Because the time and intensity requirements for this activity are different than other I&A activity, it is being tracked in the I&A report. This category is used when I&A staff themselves will be following a contact and/or providing short term services beyond I&A.

- **Public Funding: Medicare, Medicaid, FoodShare, Social Security Benefits:** Includes referrals made to link people to government benefits, such as to an Economic Support Unit/Worker, Benefit Specialist and Social Security Administration.
- **Information Only** (*check all that apply*)
    - **Long-Term Care Services/Resources/Information:** Contact involves long-term care related information regarding services, resources, etc.
    - **Other Services/Resources/Information:** Contact involves other services, resources and/or other information.
    - **Follow-Up Contact from RC:** Under most Resource Center models (except those with a very high call volume) there will be some contacts where the I&A worker is

providing information only, and making no referrals, *but* where the I&A worker keeps a record of the contact to make a follow up contact to make sure that the caller is okay, and/or to determine if the information was acted upon.

**7. Subject of Call Primary Target Group**

The goal of this section is to track contacts by major Family Care Target Group: adults who have physical or developmental disabilities, or are elderly (65+ /60+ in Milwaukee). Filling out the box:

For Age 65+ (60+ in Milwaukee) each RC may choose to design their own systems to track the disabilities of individuals for your RC, but for State reporting purposes, we would like RCs to provide only the total of age 65+ (60+ in Milwaukee) contacts.

It is understood that the I&A worker will not be asking specific age and target group information on every call. This information should be obtained when it is needed to respond to the callers’ concerns. Therefore, if the worker obtains age information but *not* disability information for callers under 65 those contacts should just be coded as “Other” under the appropriate age category.

Example: If the I&A service had 5 calls from people age 60 to 64 with physical disabilities; 1 call from someone age 49 with developmental disabilities; 2 calls about people somewhere in the 18-64 age group but no more is known; one person under 18 who is not disabled; and one person whose age and disability are unknown, the chart would be filled out as follows:

1	Age 65 and older* ( <i>Use regardless of other target group</i> ) *Milwaukee age 60 and older
<b>Age 18 to 64</b>	
1	Developmentally Disabled
5	Physically Disabled
	Does Not Fit in a FC Target Group
2	Other: Missing Information, Not Available
<b>Under 18</b>	
	Developmentally Disabled
	Physically Disabled
1	Does Not Fit in a FC Target Group
	Other: Missing Information, Not Available
<b>Age Unknown</b>	
	Developmentally Disabled
	Physically Disabled and Other
	Does Not Fit in a FC Target Group
1	Other: Missing Information, Not Available
11	TOTAL ( <i>Contact numbers entered in each row should add up to total contacts</i> )

## 8. Pre-Admission Consultation (PAC) Referrals

Please fill in the number of pre-admission consultation (PAC) referrals that you received from each of the four types of long-term care facilities and the total number of PAC referrals.

### DEFINING A CONTACT

1. **A contact is one instance of (at least) information giving.** It may include assistance, follow up or advocacy, as defined in the Aging & Disability Resource Center Contract. Each incoming call to the Resource Center which meets other criteria listed below counts as a contact.
2. **A contact is an individual one-on-one contact** between an information and assistance provider and an inquirer.
3. **The contact may take place in a group setting.** If after a group presentation, the I&A provider has a one-on-one exchange with an inquirer (or an inquirer and his or her friends or family members or provider) about specific needs or concerns and provides information to the person this counts as an I&A contact. An educational session to a group of individuals is an important outreach and education activity of the Resource Center and is captured in the monthly time report.
4. **A contact may be face-to-face, over the phone or written.** Written contacts are those where there has been an *exchange* of information about needs and concerns. For example, general mailings of RC brochures would not count as I&A contacts. However, when an individual writes to the Resource Center requesting information about an area of need or concern and the Resource Center responds by sending out written information which would help the inquirer access services, make choices or learn about aging and long-term care issues, that should be counted as a contact.
5. **Not all internal agency contacts qualify as I&A contacts.** Personal calls and most staff to staff calls, do not count as an I&A contact. However, if a staff person from elsewhere in the RC agency is calling the Resource Center to obtain information and assistance on behalf of themselves or a consumer about a topic that the staff person does not have expertise in this would count as an I&A contact. For example, if they need research on adaptive equipment, or where a consumer might find a particular therapy, this would count as an I&A contact.

Administrative calls that I&A staff handle for their parent agency are not considered I&A calls. [Example: when it is agency policy for staff to check with I&A to see if someone is already an agency client.]

6. **External agency calls are I&A calls when they are person specific.** For example, a mailed request to the Resource Center from *another* I&A provider to update agency information for this other agency's database would *not* count as a contact. This would be an administrative duty of the RC. If a community provider calls and asks for a Resource Center description, that conversation would fall under marketing or education. If this provider calls with questions or concerns about a service area or disability condition or needs resource information for a particular consumer -that call is an I&A contact.

Generally, outreach and education, while critical to the Resource Center, is reported on the monthly time report and is not counted in the I&A activity report. If another community provider contacts the Resource Center and asks for 100 brochures, this would not be an I&A contact. If a community provider calls the I&A service and wants to know how the RC can help his or her clients/customers and the I&A provider is spending time educating this provider--this would not be an I&A contact. *However* if the same provider calls seeking help for one of his or her clients, needing information and assistance on services or conditions etc. that would be considered an I&A contact.

**Brief Services:** Brief services occur as an outgrowth of I&A activities. Activities move beyond referral, assistance and follow up. Brief service cases are those where staff are directly involved in setting up one or more services; and activities include some care planning and initial goal setting. They are cases which traditionally might be “opened for service” as a short term case (30 to 60 days). They are cases where I&A staff must track the case disposition. Often they require several contacts. They also include cases where the person is not referred for COP or CMO services, but I&A staff are providing some short term intervention.

**MONTHLY PILOT I&A TIME REPORT**

**Instructions**

This form assists in determining the Information and Assistance (I&A) costs for the purpose of claiming MA reimbursement for I&A activities. Costs associated with activities (A) through (G) should be a part of your I&A cost center (*unless receiving other federal funds for those activities*). Costs associated with (H) should *not* be included in the I&A cost center. However, please report time spent in “H” activities for pilot research and planning purposes. The monthly I&A activity report is to reflect total time spent on I&A activity. It is not to include “down-time” (sick leave, vacation, etc.) and it is not to include time spent on other Resource Center activities (such as functional screen completion) *except* for H. If your Pilot has separate Resource Centers, please complete and submit separate reports for each center. For most Pilots, people from several agencies are involved in Pilot I&A activities. The time of all people, regardless of agency, should be totaled and included in the monthly report.

**Pilot:** \_\_\_\_\_ **Report For Month/Yr:** \_\_\_\_\_

**Direct Questions About Report Data to:** \_\_\_\_\_

<b>I&amp;A Activity Categories for Month:</b>	<b>HOURS</b>
(A) Information & Assistance Contacts: Issue identification, information and consultation, referral, follow up to determine service outcome	
(B) Marketing / Outreach/ Public Education	
(C) Training	
(D) I&A Quality Assurance Activities	
(E) I&A Analysis, Planning, Networking, Development	
(F) Information and Resource File: Development and Maintenance	
(G) Other: Administrative, Fiscal, Personnel, Clerical, Supervisory	
(H) <i>For Research purposes only. Not part of the I&amp;A Cost Center:</i> Resource Center brief or short-term services, follow-along or service coordination.	
TOTAL	

**DUE DATE:**

This report is due the 15<sup>th</sup> of the month following the monthly activity reported. It should be provided by electronic submission to: [LTC\\_SUPPORT@dhfs.state.wi.us](mailto:LTC_SUPPORT@dhfs.state.wi.us).

EDS – I and A Help Desk Support      Phone: (608) 221-4746 x 3639  
 10 East Doty Street, Suite 200      Fax: (608) 250-0246  
 Madison, WI 53703  
[LTC\\_SUPPORT@dhfs.state.wi.us](mailto:LTC_SUPPORT@dhfs.state.wi.us)

## MONTHLY PILOT I&A TIME REPORT

### Definition of I&A Activity Categories

#### A. Information & Assistance Contacts:

1. **Issue identification:** Determine the problem leading to the inquiry, the knowledge and capacities of the inquirer, and the urgency of the problem, in order to determine how to approach the information giving service.
2. **Information provision and consultation:** Provide information about services, resources and programs which will assist people to experience daily life with dignity and security, maximizing their opportunities for self-sufficiency, and choice.
3. **Referral/assistance:** Determine the needs of the inquirer, evaluate appropriate resources, indicate organizations capable of meeting those needs, help callers for whom services are unavailable by locating alternative resources, and actively participate in linking the inquirer to needed services. Advocate on behalf of individual when needed services are not being adequately provided by an organization within the service delivery system.
4. **Follow up to determine service outcome:** Follow up with people as needed to determine the outcomes and provide additional assistance in locating or using services as necessary.

**B. Marketing / Outreach/ Public Education:** Activities include: planning, designing and conducting public education and outreach materials and activities to increase community awareness of I&A services, health and long-term care related services, activities and services to help people conserve funds and to avoid disability and the need for long-term care services.

**C. Training:** Training to increase competency in the provision of effective I&A services, and training about programs, resources, and laws of interest to people contacting the Resource Center.

**D. I&A Quality Assurance Activities:** Planning, design, and implementation of activities to assess the degree of good outcomes and satisfaction for I&A customers and system improvement initiatives to strengthen and improve services.

**E. I&A Analysis, Planning, Networking, Development:** Typical analysis activities include determining a profile of who is using the Resource Center, service needs of inquirers, training needs of staff, service capacity and funding gaps in the community; needed professional linkages across the community, and results of quality assurance activities. Typical planning activities include designing, developing, and prioritizing Resource Center and local system improvements. Networking includes establishing and maintaining working relationships with other information and service providers, organizations and consumer groups in the community.

Development activities include identifying ways to reduce service gaps and, in partnership with others in the community, developing services needed by I&A inquirers.

**F. Information and Resource File Development and Maintenance:** Activities include design, development, implementation and maintenance of an accurate, up-to-date resource file that contains information on available resources with sufficiently detailed data on service providers in the area to address the needs of inquirers. This includes making the information available in alternative formats such as printed directories or web-based directories.

**G. Other: Administrative - Fiscal - Personnel - Clerical - Supervisory:** All support activities directly related to providing the information and assistance service.

**H. For Research purposes only. Not part of the I&A Cost Center for Medicaid**

**Administrative Claiming:** Resource Center brief or short-term services, follow-along or service coordination. Note: Time spent in this activity should exclude time spent providing Adult Protective Services /Elder Abuse services, conducting functional and financial eligibility screens, choice counseling and enrollment functions for COP, waiver services or Family Care. In some Resource Center pilot models all short term service cases are referred to a unit other than the Resource Center I&A unit. In that case, it will be easy to exclude that time from being reported. In models where I&A staff do have ongoing contact with inquirers, workers should make the following distinctions. Activities in the (H) category move beyond referral, assistance and follow up as described in section (A) above.

**Description of cases in question:** Cases that fit under (H) are cases where staff are directly involved in setting up one or more services; and activities include some care planning and initial goal setting. They are cases which traditionally might be “opened for service” as a short term case (30 to 60 days). They are cases where I&A staff must track the case disposition. Often they require several contacts.

**Time to count:** Often the first or first few contacts (and time spent on these contacts) may be *correctly* coded as regular I&A contacts. As long as I&A is provided, this coding is appropriate. Once it becomes apparent that the activities being provided have moved beyond I&A into short-term service and/or care coordination *then, until the episode or problem is resolved or the situation is stabilized, from that point forward, all* time spent should be coded as “(H) Resource Center brief or short-term services, follow-along or service coordination”. Similarly, if after an initial screen is done the person is *not* referred for COP or CMO services, but I&A staff are providing some short term intervention –that activity (post-screen) would be (H).

If subsequently, staff make follow up calls/visits regarding the resolution of *this* episode of Resource Center contact, then those contacts should be counted as H. *On the other hand,* once I&A staff have considered the situation resolved, or have closed the case, and after a period of at least 30 days, if the person re-contacts the Resource Center for I&A this may once again be counted as an I&A contact.

## D. Quarterly Narrative Report Instructions

### Resource Center Quarterly Narrative Report Instructions

Begin your report with a statement summarizing the following: the major accomplishments of the Resource Center during the quarter; the major problems that it faced during the quarter and the solutions that it found to these problems; and its major goals for the next quarter.

The quarterly report should also include the following:

- A list of the marketing and outreach activities undertaken by the Resource Center during the quarter, including the specific marketing and outreach presentations, such as speeches made to community or professional groups, exhibitions put on at meetings, booths staffed at county fairs, and so on, made by the Resource Center during the quarter indicating where and to whom the presentation was made and the approximate number of people who heard or who were reached by the presentation;
- A list of the marketing and outreach announcements or advertisements aired on local radio and television or presented in local movie theaters during the quarter;
- Copies of newspaper or magazine articles about the Resource Center that appeared during the quarter;
- A list of the specific prevention activities, such as fall prevention classes or vision screenings, engaged in by the Resource Center during the quarter;
- A list of the activities engaged in during the quarter by any volunteer group that is cooperating with the Resource Center to provide information and assistance to individuals in its target populations;
- A list of the complaints and grievances received by the Resource Center during the quarter indicating the nature of the complaint or grievance and its outcome;
- A tally of the number of individuals who voluntarily disenrolled from the local CMO during the quarter along with the reasons for their disenrolling;
- A table showing for the quarter the activities connected with and the results of any resident outreach plan undertaken by the Resource Center;
- One or two stories concerning specific individuals whom the Resource Center helped during the quarter describing how it helped them; and,
- Copies of the agendas and minutes of the meetings of the governing board and of the meetings of the Local Long-Term care council held during the quarter.

E-mail a copy of your report, including attachments, to the Department of Health and Family Services, Attention: CDS—Resource Center Contracts Section at [rcteam@dhfs.state.wi.us](mailto:rcteam@dhfs.state.wi.us) according to the report due dates below. Please send one (1) paper copy of any attachment that you are unable to e-mail to the following address:

Department of Health and Family Services  
Attention: CDS—Resource Center Contracts Section  
1 W. Wilson Street, Room 518

## 2005 Contract between DHFS and Resource Center

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P.O. Box 7851  
Madison, WI 53701-7851

In addition, also e-mail a copy of your report, including attachments, to the Department's area administrator at the appropriate regional office. Please send your area administrator one (1) paper copy of any attachment that you are unable to e-mail to him or her.

Here is a schedule of report timelines and due dates:

<b>Quarter</b>	<b>Reporting Period</b>	<b>Due Date</b>
1 <sup>st</sup> Qtr	January 1 – March 31, 2005	April 30, 2005
2 <sup>nd</sup> Qtr	April 1 – June 30, 2005	July 31, 2005
3 <sup>rd</sup> Qtr	July 1 – September 30, 2005	October 31, 2005
4 <sup>th</sup> Qtr	October 1 – December 31, 2005	January 31, 2006

**E. 2005 Resource Center Expenditure Report**

**Resource Center:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

COST CENTERS INSTRUCTIONS:

**I&A:** Costs associated with activities (A) through (G), Appendix C, I&A Reporting, should be included in this cost center. Costs associated with (H) should not be included. Please report Brief Services in the cost center “Other” or add a Brief Services cost center.

**Functional Screen:** FFP reimbursement and other related costs supporting this activity should be included in this cost center. This is not a mandatory cost center.

**Prevention Grant:** If your RC has a Prevention Grant, list costs supporting that activity in this cost center.

**Disability Benefits Specialist:** Costs associated with serving individuals with developmental and/or physical disabilities should be listed in this cost center.

**Other** – Use this category for all other Resource Center costs not included in another cost center. If you have created other cost centers, please list them.

**1. COST CENTERS:** Total of all cost centers should equal 100% of all Expenditure Categories.

<b>COST CENTER</b>	<b>EXPENDITURES</b>	<b>TOTAL</b>	<b>REVENUE SOURCE</b>	<b>GPR</b>	<b>FED</b>	<b>OTHER</b>	<b><u>TOTAL</u></b>	
I&A								
Functional Screen								
Prevention Grant								
Disability Benefits Spec.								
Other								
<b>TOTALS</b>								

**EXPENDITURE CATEGORIES**

**2. PERSONNEL:** List each position by type. Attach an additional sheet if necessary

<b>PERSONNEL POSITION TYPE</b>	<b>FTE</b>	<b>% On Pilot</b>	<b>Contract Position</b>	<b>SALARY</b>	<b>FRINGE</b>	<b>PILOT FUNDS</b>	<b>OTHER FUNDS</b>
<b>TOTALS</b>							

**3. SUPPLIES AND SERVICES:** List telephone, office supplies, information technology, equipment, education and outreach, contractual, and so on.

<b>ITEMS</b>	<b>TOTAL COSTS</b>	<b>PILOT FUNDS</b>	<b>OTHER FUNDS</b>
<b>TOTALS</b>			

**4. BRIEF SERVICES:** Short term services, follow along or service coordination, not I&A costs. Reference: RC Base Contract, Appendix C, I&A Reporting.

ITEMS	TOTAL COSTS	PILOT FUNDS	OTHER FUNDS
<b>TOTALS</b>			

**5. OTHER:** Include any expenses that are **not** listed in boxes numbered 2., 3., 4., 5.

ITEMS	TOTAL COSTS	PILOT FUNDS	OTHER FUNDS
<b>TOTALS</b>			

	TOTAL COSTS	PILOT FUNDS	OTHER FUNDS
<b>TOTALS FOR BOXES 2, 3, 4, AND 5</b>			

**F. Certification Regarding Lobbying Form**

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

«NameTitle»

«Department»

«County» County

For the Aging and Disability Resource Center of Jackson County

**G. Certification Regarding Debarment and Suspension**

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offence 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;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and,
- (d) have not within a 3-year period preceding this application/proposal had one or more public transaction (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

«NameTitle»

«Department»

«County» County