

**APPENDIX AN TO THE 2009 STATE AND COUNTY CONTRACT
FOR SOCIAL SERVICES AND COMMUNITY PROGRAMS**

**Title: Children's Long Term Supports (CLTS) Waiver for Children
with a Severe Emotional Disturbance**

It is further understood and agreed by both parties, through this attachment to the CY 2009 "State and County Contract Covering Social Services and Community Programs": that both parties shall comply with all provisions set forth in this Contract regarding the Children's Long Term Supports Program, herein after referred to as CLTS.

I. Funds Provided/Period Covered

Funding Period and Amount: Funds identified in this contract are provided for the period January 1, 2009 through December 31, 2009. The initial value of this contract is the sum of the estimated funding the County can earn for each waiver slot assigned to it by the Department. New waiver slots may be assigned to the County during the term of the contract when a prospective waiver participant, who is not replacing a current or former participant, receives approval for their individualized service plan from the Department. The total number of slots assigned to the County may be reduced if a participant transfers to a different County as specified in the MA Waivers Manual. A County is not required to serve more participants than the State matched assigned slots.

Waiver slots in CLTS may be either "state matched" or "locally matched" slots. The "state matched" slots are plan specific slots that use state GPR funds to match the federal share of MA. The "locally matched" slots use only local funds allocated by the County to provide the match. Reimbursement will be based on the following:

State Matched Slots (Intensive Autism Treatment Services) at a "plan specific" rate:

- actual costs incurred which are less than or equal to the plan daily rate for program participants; and
- the federal share of the costs exceeding the plan daily rate; or

State Matched Slots (Post Intensive Autism Treatment Services):

- the average of \$30.60/day;
- the County has the ability to place waiver participants on a waiting list for additional services if their costs exceed the State matched slot daily rate.
- the federal share of the costs exceeding the average of \$30.60/day if the County does not utilize a waiting list for additional services.

State Matched Slots ("At Risk" or Children's Redesign Pilot Slots)

- a determined number of slots will be awarded to CLTS Redesign Pilots to serve children in each of the three target groups;
- the rate for either type of slot is \$48.42 per day;
- "At Risk" slots will be awarded on a temporary basis;
- the County has the ability to place waiver participants on a waiting list for additional services if their costs exceed the State matched slot daily rate.

Locally Matched Slots

- the federal share of the average daily claim for those participants with the locally matched slots.

Funding for either type of slot may be used to reimburse the County for costs they incur if the costs are included in a valid claim submitted for an eligible CLTS waiver program participant and associated service coordination costs.

Reallocations: The Department may also reimburse the County for additional expenses exceeding their contract maximum if funds are available from other Counties. Any maximum potential earnings not used by the County for the cost of services are subject to reallocation.

Increases and Decreases: The total value of this contract may be increased during this contract period if the County submits an individual service plan for a prospective CLTS participant as specified in the MA Waivers Manual and receives approval permitting the County to use an additional slot. The amount of the increase depends on the type of slot designated in the plan materials submitted by the County and the plan amount. If a person's episode of services closes or once the child reaches the age of 22, the funding returns to the state for reallocation and the contract reduced.

All increases or decreases to the contract level will be provided to the County through a contract supplement from the Division of Disability and Elder Services Administrator. This letter shall document the Department's approval of the plan, indicate the type of slot authorized or change in plan that caused the increase or decrease in the contract amount.

II. Purpose and Conditions on the Use of these Additional Funds

These additional funds may be used by the county in accordance with the following conditions:

1. The County agrees to comply with the requirements of s. 46.278 WI Stats., the MA Waivers Manual, applicable Division of Disability and Elder Services (DDES) Numbered Memos and other policy communications specific to the CLTS Waivers.
2. Funds may only be used for services for persons eligible for CLTS that are specified in an approved Individual Services Plan.
3. Consumers shall be given a choice of all qualified providers for each service covered by the waiver.
4. The amount of funds earned is determined by actual allowable MA waiver services costs incurred which include case management services as well as 7% service coordination costs, up to the maximum amount allowed by the contract including matching funds required by the contract. The amount earned is subject to upward revision if funds can be reallocated from other County agencies.
5. These funds may only be used for persons who reside in qualifying settings that include a private residence or licensed foster home for children.
6. Support and Services Coordination services shall be provided to all CLTS participants.
7. Earnings shall be reduced by the full amount of the per diem rate for any day a participant receives MA funded services in an inpatient setting. Such settings include general hospitals, SNFs, ICFs, or ICF-MRs.
8. Funds cannot be used to cover any portion of room and board expenses for participants except when the cost of room and board is an integral but subordinate part of covered respite care services when such care is provided outside of the participant's home.
9. For Counties chosen as a Children's Redesign Pilot, the County agrees to comply with the Target Populations, Mandatory Services, and Mandatory Administrative Requirements as designated in the Children's Long-Term Support Redesign Pilot Implementation RFP per sections 11-1, 11-2 and 11-3. In addition, the county agrees to

implement the CLTS Redesign Focus Area (s) identified in their proposal along with any subsequent negotiations finalized for their project proposal.

10. The County agrees to implement the Parental Fee System for children’s long term supports waiver as directed by 2003 Act 33 of the 2003-2005 biennial budget. Requirements are available at the DHS website <http://dhs.wisconsin.gov/bdds/clts/fee.htm>.
11. The County will share provider information as requested by the Department.

Failure to meet these purposes and conditions or requirements specified in the MA Waivers Manual may result in the loss of these funds and their repayment to the Department by the County.

III. Payment and Reporting Requirements

The County shall make the following reports to the Department as a condition of receiving these funds:

1. **HUMAN SERVICES REPORTING SYSTEM (HSRS) REQUIREMENTS:** The County will be reimbursed for costs related to the CLTS Waiver based on monthly reporting to HSRS. The initial three (3) months of prepayments will be made based on 1/12 of the contract amount. The County shall report according to the requirements specified for the CLTS Waiver contained in the HSRS Reporting handbook. The County’s HSRS reporting of CLTS and any matching funds used for services provided shall include the federal, state and local shares of all claims for all services covered by the CLTS waiver provided to eligible participants. The County shall also report all units of service provided as a result of all funds reported and on all other required reporting elements contained in the Section of the HSRS Handbook covering the MA Waivers Module. The County must report all costs to HSRS by the last working day of the month following the service month in order to receive timely payments. Reports to HSRS shall be submitted to the Department on the Long Term Support Module of HSRS in accordance with the instructions contained in the HSRS Handbook, and applicable DDES Numbered Memos.
2. **FINANCIAL REPORTING ON 942:** Total actual costs incurred by the County for eligible CLTS participants shall be reported on Form 942 according to the schedule in the State/County Contract.
3. **COMMUNITY AIDS REPORTING SYSTEM (CARS):** The County will be reimbursed for expenditures reported through the HSRS on three possible CARS profiles identified below.

Reporting Profiles	Payment Profiles	
Profile 430 CLTS MH - Autism <i>(from HSRS data)</i>	Profile 437 CLTS MH Autism Federal	(Sum Sufficient)
	Profile 451 CLTS Non Federal-Autism	(Contract Controlled - Rolls to 561 BCA)
Profile 432 CLTS MH - Other <i>(from HSRS data)</i>	Profile 439 CLTS MH Federal	(Sum Sufficient)
	Profile 461 CLTS Non Federal - Other	(Contract Controlled - Rolls to 561 BCA)

Expenses previously reported on Cars Profile 431 will now go to 432

The State GPR funds that match the Federal Financial Participation (FFP) for the claims for participants with autism slots, claims up to the state per diem rate will be reimbursed on CARS Profile 451 (CLTS Non Federal - Autism), a contract controlled line. The federal amount for these slots that make up the individualized rates will be reimbursed on CARS Profile 437 (CLTS MH Autism Federal), a sum sufficient profile. For participants' with a developmental disability having risk or pilot slots, claims up to the state per diem rate will be reimbursed on CARS Profile 461 (CLTS Non Federal – Other), also a contract controlled line. The federal amount for these slots that makes up the individualized rates will be reimbursed on CARS Profile 439 (CLTS MH Federal), also a sum sufficient payment line. If the County chooses to serve children with locally matched slots, the CARS will allocate the payment based on the current FFP rate to Profiles 438 (CLTS DD Federal, a sum sufficient profile) and to the 561 (Basic County Allocation). To collect other match sources, the County must adjust the profile(s) through an amended CARS report or include them with the following month's claim. The final contract amounts and payments are subject to adjustment if, as a result of the contract reconciliation process, the total amount differs from the County's final adjusted claims contained on the HSRS.

IV. Termination of this Agreement

A County that initially chooses to participate in coordinating the intensive autism services and ongoing waiver services for children at the post intensive autism level, but subsequently determines that they cannot continue to effectively meet the needs of these children, the County can decide to discontinue participating in the intensive and post intensive autism program by providing a 60 day written notice. This section does not apply to other children served under the Children's Long Term Support Waivers.