

**MILWAUKEE COUNTY  
DEPARTMENT OF HEALTH AND HUMAN SERVICES**

**DISABILITIES SERVICES DIVISION**

**2009**

**Application to Provide**

**ACCESSIBLE HOUSING**

**and**

**OTHER SPECIALIZED RESIDENTIAL OPTIONS**

**Five to Eight Bed Community Based Residential Facility Services**

**and**

**Three to Four Bed Adult Family Home Services**

**SERVICE REQUIREMENTS**

**and**

**TECHNICAL REQUIREMENTS**



DEPARTMENT OF HEALTH & HUMAN SERVICES  
DISABILITIES SERVICES DIVISION

*Milwaukee County*

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Combined Community Services Board  
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Date: June 16, 2009

To: Interested Parties – Application to Provide Accessible Housing and Other Specialized Residential Options

From: Geri L. Lyday, Administrator, Disabilities Services Division  
Milwaukee County Department of Health and Human Services

Subject: **YEAR 2009 DISABILITIES SERVICES DIVISION ACCESSIBLE HOUSING (COMMUNITY BASED RESIDENTIAL FACILITIES and THREE to FOUR BED ADULT FAMILY HOMES) and OTHER SPECIALIZED RESIDENTIAL OPTIONS**

The Milwaukee County Department of Health and Human Services (DHHS) Disabilities Services Division (DSD) invites qualified community residential services providers to participate in the Request for Proposal (RFP) process for the provision of Accessible Housing and Other Specialized Residential Options.

DSD is interested in further developing the Division's residential provider network to assist in meeting specific needs at this time.

Present needs are primarily for provision of specialized, fully wheelchair accessible options for adults with physical and/or developmental disabilities. It is expected that Five to Eight Bed Community Based Residential Facilities (CBRFs) will be licensed as Class C facilities, preferably Class CNA or possibly Class CS, with Three to Four Bed Adult Family Homes (AFHs) or Supported Apartment arrangements in compliance with equivalent accessibility standards.

Additional DSD needs at present include providers able to appropriately address the residential care needs of these groups: (1) individuals with physical or developmental disabilities, or both, who also have complex medical needs requiring skilled care; (2) individuals with a physical and/or developmental disability but also a severe and chronic emotional or mental disability; and (3) young people entering the adult disabilities system at their 18<sup>th</sup> or 19<sup>th</sup> birthday with developmental disabilities, physical disabilities and/or behavioral challenges or emotional or mental disabilities which may be severe.

DSD will not be accepting other applications in any other residential service areas except those listed above until further notice.

Licensed Five to Eight Bed CBRF and Three to Four Bed AFH providers approved for a contract will be placed in a provider network. Since the purchase of CBRF and AFH services is dependent on both availability of funding and client choice, the Disabilities Services Division does not guarantee providers any minimum number of referrals, admissions or days of service, or any minimum/maximum amount of revenue.

Present, on-going residential providers already under contract with DSD who are not considering expansion in these designated areas, should not submit this new application.

Residential providers who are not presently under contract but are interested in becoming a contracted residential provider for DSD should submit this application but only for provision of services in the designated areas as described above.

Present, on-going residential providers already under contract with DSD who wish to provide additional services to DSD by enlarging the capacity of a present site or by providing additional site(s) should submit limited, site-specific applications for that purpose after discussing the details with Ann Demorest at (414) 289-5943 or [Ann.Demorest@milwcnty.com](mailto:Ann.Demorest@milwcnty.com) of the Disabilities Services Division; or Jane Alexopoulos at (414) 289-5896 or [Jane.Alexopoulos@milwcnty.com](mailto:Jane.Alexopoulos@milwcnty.com) of the Contract Administration Division.

Applications should be submitted only for sites that will become operational within 30 to 60 days after application approval.

Application materials will be available for pick-up beginning Monday, June 22, 2009 at the Milwaukee County Human Services Center, 1220 West Vliet Street, Milwaukee, WI 53205, or can be downloaded beginning June 22 from:

<http://county.milwaukeecounty.org/RFPInformation111327.htm>

The Disabilities Services Division must receive completed applications in response to this RFP no later than Friday, July 10, 2009.

Two informational meetings will be held to discuss the Service and Technical Requirements of this RFP and to provide technical assistance to interested parties. New applicants are required to attend one of these meetings. The meetings will be held on Thursday, June 25, 2009 at 10:00 a.m. and 3:30 p.m. in Room 104 of the Milwaukee County Human Services Center, 1220 W. Vliet St., Milwaukee, WI 53205. Please contact Ann Demorest of DSD or Jane Alexopoulos of Contract Administration, as above, for additional information.

Thank you for your interest in the Milwaukee County Department of Health and Human Services Disabilities Services Division RFP process.

## VISION, MISSION & GUIDING PRINCIPLES

### **Vision for the Milwaukee County Disabilities Services Division**

All persons with disabilities and their support networks will have maximum individual choice and access to resources leading to full participation in all aspects of community life.

### **Mission of the Milwaukee County Disabilities Services Division**

Our mission is to enhance the quality of life for all individuals with physical, sensory and developmental disabilities and their support networks living in Milwaukee County by addressing their needs and providing individualized opportunities for persons to participate in the community with dignity and respect, while acknowledging their cultural differences and values.

#### ***Guiding Principles***

Independence: Everybody has a right to do what they want and need to do to function in society

Achievement of the highest level of independence

Continuum: Need to provide a continuum of services

Real Choice: Self Determination

Nurturing Relationships / Friendships

Strengths Based vs. Needs Based

Respectful and Fully Accessible

Equality and Rights for All

Participation in the Mainstream

High Quality staff, providers, services, options

Maximum flexibility

Individualized, Person-Centered, Culturally Competent

Collaboration and Partnership

Values cultural and ethnic diversity

Emphasizes Home and Community Based programs and services

People have the ability to live where they want to live, and have opportunities to work and recreate

Total acceptance in the community, no stigma

Involvement of consumers in the planning process

Comprehensive grievance system, systemic method to resolve issues

Continuing community education and advocacy

All stakeholders as advocates

Allocation of sufficient resources

Successful outcomes for each individual

## DESCRIPTION of NEED

The Milwaukee County Disabilities Services Division is seeking an increased number and variety of specialized, accessible residential options for adults with physical and developmental disabilities. The accessible residential options sought through this RFP are expected to be primarily State-licensed Community Based Residential Facilities (CBRFs) and 3-4 Bed Adult Family Homes (AFHs). CBRFs are expected to be licensed as Class C facilities, preferably Class CNA or possibly Class CS, with 3-4 Bed AFHs or other arrangements in compliance with equivalent accessibility standards. Further information about accessibility expectations and standards follows.

Individuals in need of additional specialized residential options at present include the following.

1. Individuals using wheelchairs for mobility. These may include high-backed or reclining wheelchairs, or over-sized or bariatric wheelchairs for individuals of a larger size.
  - a. Those who may be able to stand and transfer independently.
  - b. Those in need of assistance and/or assistive devices to transfer.
2. Individuals who are semi-ambulatory and use ambulation aids such as walkers, crutches, or canes and for whom stairs may present hazards. Others, while “ambulatory”, may have gait or mobility challenges and for this group also, stairs may present hazards.
3. Individuals who have complex medical needs; may need skilled care such as diabetic testing and sliding-scale insulin administration, tube feedings, skin and wound care, turning and positioning, etc.
4. Individuals who have a developmental or physical disability but also have a significant severe and chronic emotional or mental disability.
5. A small number of young people just entering the adult disabilities system upon reaching their 18<sup>th</sup> or 19<sup>th</sup> birthday. They have developmental disabilities and/or physical disabilities, perhaps also behavioral challenges, or emotional or mental disabilities, which may be severe. They may require a significant amount of structure and supervision.

They may be verbal or non-verbal; may have mild to severe or profound cognitive disabilities, or no cognitive disabilities; some may present behavioral challenges. They may have any of a great variety of developmental or medical conditions such as a seizure disorder, cerebral palsy, autism, neurological conditions, heart, lung, kidney, vascular or other organic conditions; may have a brain injury, hemiplegia, paraplegia, quadriplegia, one or more amputations; etc. Some have sensory impairments (vision, hearing); some have multiple disabilities or challenges.

Some need an accessible residential option in the community because they are being relocated from a nursing home, an intermediate care facility, specialized treatment setting, child-caring institution, or one of the State Centers. Others have been living in the community but in a setting no longer able to meet their present needs.

Providers in the Milwaukee County Disabilities Services Division residential services provider network may also choose to make available additional accessible supported living options through supported apartment arrangements offering up to 24 hour-daily supervision and care. These sites will need to be fully accessible and in substantial compliance with the Americans

with Disabilities Act Accessibility Guidelines (“ADAAG”). Reference to these guidelines may be helpful:

*<http://www.access-board.gov/adaag/html/adaag.htm>*

Consultation with an accessibility specialist from an independent agency regarding existing facilities or remodeling plans may also be helpful.

For reference, the Wisconsin Administrative Code, Chapter DHS 83.05 defines Class C CBRFs as follows.

1. Class C ambulatory (CA). A Class C ambulatory CBRF may serve only residents who are ambulatory but one or more of whom are not mentally capable of responding to an electronic fire alarm and exiting the facility without any help or verbal or physical prompting.
2. Class C semiambulatory (CS). A Class C semiambulatory CBRF may serve only residents who are ambulatory or semiambulatory but one or more of whom are not physically or mentally capable of responding to an electronic fire alarm and exiting the facility without help or verbal or physical prompting.
3. Class C nonambulatory (CNA). A Class C nonambulatory CBRF may serve residents who are ambulatory, semiambulatory or nonambulatory but one or more of whom are not physically or mentally capable of responding to an electronic fire alarm and exiting the facility without help or verbal or physical prompting.

### **Accessibility Requirements**

Examples of accessibility expectations of the Milwaukee County Disabilities Services Division, demonstrating substantial compliance with ADA Accessibility Standards, include but are not limited to the following.

1. There must be two accessible entrances/exits from the site, and accessible routes into and throughout the site.
2. All resident common areas, bedrooms, and bathrooms must be on the same floor, with no internal steps, sunken rooms or raised areas. Only storage, staff quarters, or offices may be located on another level.
3. Outdoor areas must be accessible for leisure activities and evacuation. Residents must be able to evacuate beyond an attached wooden deck along all egress routes.
4. Doorways and hallways must be at least 32 inches wide, preferably 36 inches wide to allow clearance for both wheelchair and self-propelling occupant.
5. There must be an adequate turning radius for all turns along all participant routes, including entry/exit from a bathroom. This means at least a 5-foot square area for a 180 degree turn.
6. All bathrooms must have enough room between sink and toilet to position a wheelchair for transfer onto the toilet.
7. Shower/bath rooms must comply with at least the minimum ADAAG applicable standards to allow for ease of movement and safety and, if indicated, to accommodate the presence and operation of mechanical lifts in addition to the wheelchair.
8. There must be enough room for a person to disrobe and transfer in the privacy of the shower/bath room.

9. Adaptive aids for shower/bath including seats, benches, and grab bars must follow ADAAG standards.
10. Cabinets, sinks, tables and countertops in kitchens and bathrooms should be accessible.
11. For individuals with bariatric conditions in addition to their other disabilities, furnishings and equipment must be able to accommodate weights of from 300 to 600 pounds. These individuals are likely to use a wheelchair larger than standard size, thus somewhat increasing the needed turning radius and other space requirements.

## APPLICATION REQUIREMENTS

1. Applications will be accepted only for programs as described and specified in greater detail, in the “DESCRIPTION of NEED” statement starting on page 4 of this application.

The Milwaukee County Disabilities Services Division is seeking an increased number and variety of specialized and accessible residential options for adults with physical and developmental disabilities. The accessible residential options sought through this RFP are expected to be primarily State-licensed Community Based Residential Facilities (CBRFs) and 3-4 Bed Adult Family Homes (AFHs). CBRFs are expected to be licensed as Class CNA facilities; it is expected that 3-4 Bed AFHs or other arrangements will be in compliance with equivalent accessibility standards.

2. All applications should be typed using the format and the forms presented in this booklet. Each page should be numbered chronologically, with each requested item on a separate page, using one side of the paper only. If an applicant believes an item does not apply in his/her case, a page should be inserted into the application in the appropriate place, stating the name of the item and why it is believed that item is not applicable.
3. One original plus three copies of each application should be submitted on three-hole punched paper.
4. The Milwaukee County Disabilities Services Division expects that all providers awarded a contract will pay a “Living Wage” of no less than \$8.49 an hour to all full-time employees for work performed under this contract.
5. Applications submitted by an agency become the property of Milwaukee County upon submission. For agencies awarded a contract, the application material becomes public information and is subject to the open records law after the contracting process is completed and a contract is fully executed. Prior to the granting of contract awards and the full execution of a contract, the application is considered a “draft” and is not subject to the open records law.
6. Provider qualifications and experience must include the following basic criteria for DSD consideration:
  - a. Must be familiar with physical and developmental disabilities with an understanding of cognitive issues and current service philosophy.
  - b. Must be familiar with the person-centered and/or person-directed service planning model.
  - c. Must strive for cultural and social competency.
  - d. Must be willing to support or provide reasonable flexibility in services to meet the different consumer needs of the population.
  - e. Must be able to plan services and collaborate with other providers and exhibit a cooperative spirit.
  - f. Must have three years of experience with the provision of services for adults with disabilities.

- g. Must have three years of experience with the provision of residential services for adults with disabilities.
  - h. If applying to provide services to adults with behavioral challenges, must have three years of experience in service provision for adults with mental health challenges and/or behavioral challenges, with experience in crisis intervention and stabilization.
7. The application review process is conducted by DSD and DHHS staff after receipt of the applications.

Provider agency applicants recommended for contracting will be notified of any additional application materials or information needed to complete the application. Additional clarification or verification of information submitted as part of an application may be sought. Any additional material must be submitted to DSD before the contract between the agency and the County can be finalized.

Provider agency applicants may not be recommended for contracting due to:

- a. Failure to provide all required application information.
  - b. Program description inappropriate, unclear, or not specific to the target population.
  - c. Failure to demonstrate sufficient experience and knowledge in providing services to the target population.
  - d. Lack of demonstrated effort by the agency to reflect cultural diversity and cultural competence.
  - e. Program is not cost effective.
8. Sites serving individuals from the Physical Disabilities group should calculate their daily Program, or Care/Services rate for a 24 hour day with no requirement that residents attend an outside day program. Appropriate daily activities should be provided in-house at no additional cost, though residents may attend a day program of their choice if they wish.
9. Sites serving individuals from the Developmental Disabilities group may generally expect their residents to attend an outside day program weekdays. However, these providers must be prepared for occasions when one or more residents may be unable to attend their day program due to illness, inclement weather, etc.
10. Sites within Milwaukee County are preferred.

**Milwaukee County  
Department of Health and Human Services  
Disabilities Services Division**

**2009**

**SERVICE REQUIREMENTS**

**Five to Eight Bed  
Community Based Residential Facility (CBRF) Services**

**and**

**Three to Four Bed  
Adult Family Home (AFH) Services**

## RESIDENTIAL SERVICE REQUIREMENTS

### A. Introduction

#### 1. Terms of Purchase of Five to Eight Bed CBRF and Three to Four Bed AFH Services

The Milwaukee County Department of Health and Human Services (DHHS) – Disabilities Services Division will purchase Community Based Residential Facility (CBRF) and Adult Family Home (AFH) from operators of validly licensed Class CNA CBRFs or AFHs (hereinafter called “Providers”) on behalf of Special Needs DSD clients in accordance with the following terms.

- a. The client or client’s guardian chooses for the client to reside in the Provider’s facility.
- b. DSD has committed funding for the client’s care plan.
- c. Client’s residency in the Provider’s facility is authorized by DSD in writing.
- d. Purchase of care and services is limited to the period of residency of the authorized DSD client(s).
- e. Services are provided as specified in these Service Requirements.
- f. Provider and DSD have executed a valid contract and Provider is in compliance with terms of the contract.
- g. It is understood that all references to “AFH” in this document refer to Three to Four Bed Adult Family Homes.

Since the purchase of CBRF and AFH services depends on the availability of funding as well as client choice, DSD does not guarantee the purchase of any minimum amount of service or beds or any vacant capacity in Provider’s facility or facilities.

All services provided under the terms of this contract shall be provided in compliance with all applicable requirements of Chapter DHS 83 (CBRF) and/or Chapter DHS 88 (Three to Four Bed AFH) of the Wisconsin Administrative Code, Chapter 50 Stats., and all other applicable policies, procedures, laws and regulations of the State Department of Health Services, and the Federal Department of Health and Human Services.

The definition of a Class CNA facility in Chapter DHS 83 83.05, Licensing Categories, is: Class C non-ambulatory (CNA) – A Class C non-ambulatory CBRF may serve residents who are ambulatory, semi-ambulatory or non-ambulatory but one or more of whom are not physically or mentally capable of responding to an electronic fire alarm and exiting the facility without help or verbal or physical prompting.

#### 2. Contract Period

Contracts will be for a period not to exceed 12 months, or as specified in the contract. All contracts will expire at the end of each calendar year. Providers will be expected to adhere to all provisions of the Provider Agreement, a reference copy of which is available for review from DHHS Contract Administration or can be downloaded from:

<http://county.milwaukeecounty.org/RFPInformation111327.htm>

#### 3. Funding and Limitations on Allowable Costs

The Disabilities Services Division will purchase CBRF or AFH services under State and/or Federally funded Long Term Support programs: Community Options Program (COP), and the Medicaid Home and Community Based Waivers, which include Community Options Program – Waiver (COP-Waiver), Community Integration Program 1A (CIP 1A), Community Integration Program 1B (CIP 1B), Community Integration Program II (CIP II), and the Brain Injury Waiver Program (BIW). Reimbursement to Providers for all care and service is limited by the

availability of funding provided by the Wisconsin Department of Health Services to Milwaukee County under the Long Term Support programs by means of an annual contract. Funding is provided under a cost-reimbursement policy according to the State's Allowable Cost Policy Manual, and is subject to a certified audit, as specified in the contract.

DSD purchase of residential services is subject to the following specific requirements of each program.

- a. AFH size limits:  
Three to Four Bed Adult Family Home sites may not have more than four residents.
- b. CBRF size limits:  
COP funds may not be used for services provided to residents with more than 20 beds unless a facility variance is granted, in most cases. A variance may be granted for persons residing in a facility of any size if the facility was licensed prior to July 29, 1995. A variance may be granted to use COP funds in CBRFs licensed after July 29, 1995 for more than 20 beds in rare circumstances.
- c. By law, waiver variances for CIP 1A and CIP 1B participants may never be granted for placement in a CBRF licensed for more than eight beds.

CIP II and COP-Waiver participants may reside in CBRFs that are larger than twenty beds only if they consist entirely of independent apartments or if a variance has been obtained. An independent apartment facility consists of independent apartments, each with a separate lockable entry and exit, and with kitchen, bathroom, sleeping, and living areas.

Medicaid Home and Community-Based Waivers may only be used to pay the costs of supervision and supportive care and services and may not be used to pay the costs of Room and Board for the client.

In addition to the above limitations, DSD will reimburse only those costs of CBRF and AFH services that meet the standards set forth in the Wisconsin Department of Health Services Allowable Cost Policy Manual and DSD cost policies for CBRF and AFH services. Where the client's DSD care plan provides for the client to meet a portion of the cost of CBRF or AFH Services, the Provider will be responsible for collecting the client's agreed share of the cost, and DSD will pay only its portion of the cost as identified in the care plan. The CBRF or AFH may collect only the client's share as identified in the client's plan of care.

Under no circumstances shall the CBRF or AFH collect fees from the client or the client's family above this share.

#### 4. Payment for Services and Unit Rates

Payment for CBRF and AFH services will be on the basis of a unit rate per day of residency per client. Due to limitations on the availability of public funding and the requirement that the rate reflect allowable costs, DSD does not guarantee that the Provider will be reimbursed at the rate requested by the Provider. Specific unit rates are subject to the following general principles and conditions.

- a. Provider will be reimbursed for DSD clients on the basis of a single rate in each of the Provider's facilities covered by the contract with DSD.

- b. Providers will be reimbursed the net of the rate per client, after the client's cost share and any other payments are deducted.
- c. DSD will pay only for periods of authorized residency by clients. In the event that a client is temporarily absent from the Provider's facility DSD will pay for up to 14 consecutive days of absence (for vacations, overnight trips, etc. but **not including hospitalization**). If it is judged to be in the best interest of the client, payment may be extended for an additional period with the prior approval of the Regional Office of the Wisconsin Department of Health Services Bureau of Assisted Living.
- d. Rates must reflect costs of basic care and services. Separate payments will be made for ancillary or special services when indicated, with prior agreement between Provider and DSD.
- e. Proposed rates and costs for CBRF and AFH services must not include the cost of any service that will be paid by another agency or program. Special care must be taken to exclude Personal Care Worker (PCW) hours billable to Medical Assistance, from the CBRF or AFH rates.
- f. Costs reflected in rates must be allowable by the specific Long Term Support programs under which the client's care is funded. Rates and costs are subject to verification by DSD prior to approval of the contract during the period of the contract, and by audit after the period of the contract.
- g. Costs must be identified in the budget documents and meet the standards set forth in the Wisconsin Department of Health Services Allowable Cost Policy Manual.
- h. All rates and costs of care are subject to review in the required annual audit. Where the audit indicates that rates paid to a Provider exceed the allowable costs, including the allowable rate of profit, of the care provided to DSD clients, DSD will request repayment of the amount by which payments exceed allowable costs.

Unit rates shall be established by:

- a. Submitting a total budget for the licensed facility.
- b. Reviewing the budget to determine the allowable costs per client.
- c. Subtracting any costs not allowable under the client's funding source, the state's Allowable Cost Policy Manual or DSD cost policies for DSD Contract Services, and the cost of services paid for by other funding sources.

Proposed rates will be evaluated with regard to the following factors:

- a. Allowability of proposed costs.
- b. Reasonableness of proposed costs.
- c. Availability of funding through DSD.

5. Eligible Applicant Agencies

Any validly licensed operator of a CBRF or AFH which is able to provide the services described herein may apply to provide CBRF or AFH services.

6. Responsibilities of DSD

DSD is responsible for providing case management to clients receiving DSD CBRF and AFH services, for administering contracts for CBRF and AFH services, for the appropriate reimbursement for such services, and for monitoring compliance of Providers with the terms of a DSD contract.

- a. DSD will provide case management services and reviews for clients funded by DSD. Case management includes assessment, care planning, ongoing care management/monitoring, documentation, and advocacy. DSD case managers will make required periodic visits and/or telephone contacts to assess client needs and the appropriateness of the care provided by the CBRF or AFH.
- b. The DSD case manager will be the primary contact person for all matters relating to the care of individual DSD clients.
- c. *Except in case of an emergency, DSD will notify the Provider at least 30 days prior to the departure of a DSD client from the Provider's facility.*
- d. Upon request, DSD will assist with discharge planning for the client by providing resource/referral information to the client, the client's family or guardian, and the Provider.
- e. DSD will reimburse the provider at the agreed upon rate for approved services within the time limits provided by the contract.
- f. Upon execution of a contract with the Provider, DSD will notify the Provider of requirements relating to the administration of the contract and of the procedures and forms to be used in billing and reporting.
- g. The DSD Administrative Coordinator or designee will be the primary contact with the Provider for administrative requirements and contract monitoring.

**B. Service Requirements**

Providers of Five to Eight Bed Community Based Residential Facility (CBRF) and Three to Four Bed Adult Family Home (AFH) contract services to clients of the Disabilities Services Division (DSD) of the Milwaukee County Department of Health and Human Services (DHHS) must comply with the following requirements during the period of any contract with DSD. Failure of the Provider to abide by any of the service requirements will be regarded by DSD as grounds for suspension and/or termination of the contract.

**Summary of Service Requirements**

CBRF and AFH Services are defined as the provision of Room and Board and Supportive Care and Services to clients of DSD residing in an appropriately licensed CBRF or Three

to Four Bed AFH. Services are provided to assist the client in maintaining the highest possible degree of personal self-governance by ameliorating the client's loss of functioning or mobility due to physical, mental, or developmental conditions or disorders. All services must be provided in accordance with the Wisconsin Administrative Code (DHS 83 for CBRFs, DHS 88 for Three to Four Bed AFHs) and the client's Individualized Service Plan as required under DHS 83 and DHS 88.

Room and Board must include: the provision of housing to clients in a clean and appropriate living space 24 hours per day, appropriate furnishings and appliances, heat, electricity, water, telephone and other utility services, three nutritionally adequate meals served per day (including special diets), snacks, housekeeping and laundry services, and the physical maintenance of the residential structure in keeping with all applicable state and local zoning, health, and safety codes.

Supportive Care and Services must include: an Individualized Service Plan as required under DHS 83 and DHS 88, information and referral, leisure time services, personal care, medication supervision and administration, and health monitoring as specified in DHS 83 and DHS 88; up to 24 hour supervision daily, transportation and assistance with shopping when otherwise not available, and when necessary, discharge planning. Personal Care Worker (PCW) hours billable to Medical Assistance are not included.

## **Requirements**

### 1. Access to Facility and Clients

The Provider shall allow the DSD case manager and contract manager to visit the facility for purposes of providing case management services to DSD clients and insuring that CBRF or AFH services are being provided as specified in the client's care plan and the contract.

### 2. License

Provider shall possess a CBRF or AFH license, as indicated, in good standing from the State of Wisconsin for each facility in which clients of DSD reside and shall comply with the requirements of said license(s), including all required documentation. The category of license(s) must be appropriate to the size and capacity of the Provider's facility or facilities and the physical and mental abilities of the residents. A valid license in good standing is required for the entire period of any contract with DSD. All findings produced by the State DHS must be forwarded to the DSD Administrative Coordinator or designee within 30 days of report findings.

Should the Provider's license be revoked, or if the Provider is cited for violation of licensing requirements, or any other change in the Provider's license occurs during the period of a contract between the Provider and DSD, the Provider shall, upon official notification by the State, notify the DSD Administrative Coordinator or designee in writing of the revocation, violations or changes and attach a copy of any relevant state documents. The Disabilities Services Division, at its discretion, may suspend the contract until the violations have been corrected. Should a change in state law or licensing requirements become effective during the period

of a contract between the Provider and DSD, the Provider must comply with the new requirements.

3. Facility

Provider's licensed CBRF or AFH must be equipped and maintained in a clean, orderly, and safe manner in compliance with the requirements of DHS 83 for CBRFs or DHS 88 for Three to Four Bed AFHs, and all applicable federal, state, and local building, health, and safety laws, codes and regulations. All necessary maintenance and repair of the facility and the facility grounds, including snow removal and lawn care must be provided on a regular basis in keeping with state and local codes. Facilities must be free of infestation by insects, rodents, or other vermin. Should infestation occur, it must be controlled by a licensed exterminator in a manner consistent with federal, state, and local codes and the health and well being of residents.

Facilities must meet standards of accessibility to disabled persons as required by federal and state law and as appropriate for the populations the facilities are licensed to serve (DHS 83 for CBRFs, DHS 88 for Three to Four Bed AFHs).

4. Room and Board

DSD clients will be furnished with a clean and appropriately furnished living space, including access to furnished common areas, and provided with the normal amenities of home life, including the opportunity to use television, radio, telephone, books, and magazines and to participate in other ordinary diversions. DSD clients shall be given the opportunity to socialize with other residents and to leave the facility as appropriate to their condition, and to receive personal friends, family members and other outside persons that the client wishes to see or who wish to see the client. Living spaces must be appropriately heated, lighted, and ventilated in keeping with the client's needs, and the client must be provided with all customary utilities, including electricity, heat, water, and sewer service.

- a. DSD client's living space, clothing, bed clothing, and towels must be cleaned and maintained in accordance with the requirements of DHS 83 or DHS 88, as applicable.
  - b. Three nutritionally adequate meals will be served to DSD clients at normal meal times each day. Meals and snacks will be in keeping with the dietary restrictions of the client and prepared in accordance with DHS 83 or DHS 88, as applicable. Bag lunches shall be provided for those persons attending day programs or work, if requested.
  - c. The Provider shall, to the extent possible, maintain a homelike environment within the CBRF or AFH and treat all residents on an equal basis and with respect for their dignity and individuality.
5. Supportive Care and Services

Provider must make available to all DSD CBRF or AFH clients, the following Supportive Care and Services. Services may be provided whether directly by the Provider or by agencies under formal agreement with the Provider. Where the

services provided differ from those specified in the client's Individual Service Plan, Provider must inform the DSD case manager in writing within 10 days of the circumstances requiring the change in services and obtain the case manager's approval of the revised services.

- a. An Individual Service Plan, as required in DHS 83 and DHS 88, must be developed for each client authorized to receive services under the contract. The Individualized Service Plan shall be developed and revised in collaboration with the client and the client's guardian or designated representative where relevant. A copy of this plan shall be forwarded to each client's DSD case manager within 30 days of the planning or review meeting.
- b. Information and Referral
- c. Leisure Time Services
  - (1) Including but not limited to: reading, watching television, social interaction with other residents.
  - (2) Access to activities outside of the CBRF or AFH, including but not limited to: movies, picnics, family visits and other social activities appropriate to the client's desires and functional ability.
  - (3) Planned community integration activities with weeknight and weekend participation.
- d. Appropriate personal care as needed by the client and as identified in the client's DSD case plan and Individualized Service Plan. Personal care is defined as assistance with the activities of daily living and includes but is not limited to assistance with: bathing, shampooing hair, oral hygiene, shaving, nail care, toileting.
- e. Twenty-four hour per day supervision if necessary for the client's health and well-being and as indicated in the client's Individualized Service Plan. Supervision is defined as monitoring clients in carrying out the activities of daily living.
- f. Supervision and Administration of Medication
  - (1) Unless otherwise ordered by a physician, medicines shall be self administered by the client.
  - (2) Client medications will be stored and dispensed in accordance with the provisions of DHS 83 for CBRFs or DHS 88 for Three to Four Bed AFHs.
- g. Health monitoring and arrangement for health related services
  - (1) Each client shall obtain a physical assessment from a physician to identify health problems and to screen for communicable disease

within 90 days prior to admission or within 3 working days after admission to the CBRF or AFH and annually thereafter (DHS 83 for CBRFs, DHS 88 for Three to Four Bed AFHs).

- (2) Needed medical examinations and services will be arranged with the medical provider of the client's choice or choice of client's family or guardian (DHS 83 for CBRFs, DHS 88 for Three to Four Bed AFHs).
- h. Transportation of clients to needed medical appointments, if not provided by other public programs, or by the client's family, friends, or guardian.
- i. Assistance with shopping and meeting other personal needs, if not provided by other programs, or by the client's family, friends, or guardian.
- j. Provider will insure that the client's clothing is clean and appropriate for the weather.
- k. Socialization
  - (1) Conflict resolution
  - (2) Strengthening personal relationships
  - (3) Dealing with anger
  - (4) Social skill development
  - (5) Human sexuality awareness training
  - (6) Personal safety training
- l. Discharge planning when the client leaves the CBRF or AFH for an extended period or permanently. Such planning is to be done in cooperation with the client's DSD case manager and to include assistance to the client or the client's family or guardian in locating another appropriate living situation. A copy of the plan shall be submitted in writing to the client's DSD case manager at least two weeks prior to the date of discharge and shall include a description of the client's new living arrangement, specify who will assist the client in moving, and any other information pertinent to the client's relocation.

## 6. Personnel

- a. All personnel employed in the provision of CBRF or AFH services must be qualified and adequately trained (as specified in DHS 83 for CBRFs, DHS 88 for Three to Four Bed AFHs) for the duties they perform.
- b. All personnel shall be trained in the implementation of the Emergency Plan required under DHS 83 (CBRF), and the Fire Safety Evacuation Plan required under DHS 88 (AFHs).
- c. The CBRF or AFH shall provide staff of a sufficient number and at the times necessary to insure that CBRF and AFH residents receive services of a sufficient quality and amount to properly execute the terms of this

contract and meet the requirements in DHS 83 and DHS 88, as appropriate, and the DSD care plan for the resident.

- d. The CBRF or AFH shall insure that its staff is sufficiently trained to meet the requirements in DHS 83 or DHS 88, as appropriate, and to provide care specified by this contract and the DSD care plan for each DSD supported resident. The CBRF or AFH will make documentation of this training available to DSD upon request. DSD shall determine the CBRF's or AFH's compliance with this requirement.
- e. Supervision of residents will include overnight staff who may sleep when not needed to monitor or tend to resident needs.

7. Supervision of CBRF and AFH Personnel

All personnel employed by the CBRF or AFH must be adequately supervised at all times.

8. Identification of Eligible Clients

DSD reserves the right to determine the eligibility of all DSD clients for CBRF or AFH services, and such services may be provided only to clients authorized in writing by DSD.

9. Client Choice and Availability of Service

Providers are advised that the choice of Provider's CBRF or AFH and continued residency in that facility is at the option of the client. Providers with vacancies are expected to accept all clients authorized and referred by DSD who wish to reside in Provider's facility and for whom the Provider's available care and services are appropriate.

10. Initiation and Discontinuance of Services

CBRF and AFH services to DSD clients will be initiated and discontinued upon the written referral and/or authorization by DSD. Authorization will specify the start date of CBRF or AFH services.

The Provider must furnish to DSD copies of the client's Admission Agreement and Individualized Service Plan within 30 days of admission to the facility. In addition, s.50.03(14)(b), Stats., mandates that county agencies of the county in which the facility is located shall participate in the development and implementation of individual relocation plans. It also requires that county departments of another county which assumes responsibility as a result of client relocations shall participate in the development and implementation of individual relocation plans for those residents.

The provider and DSD understand that if the cancellation of the contract by either party results in the closing of a CBRF or AFH, both parties have certain statutory obligations under Chapter 50.03(5M)(14) Stats., which govern Resident Removal and Closing of a Facility.

11. Reporting Suspected Abuse or Exploitation  
Providers are advised that residents of CBRFs and AFHs are protected from neglect, abuse or exploitation by state law (s.940.285 and s.940.295) and that suspected incidents of neglect, abuse or exploitation shall be reported to the DSD Disability Resource Center (289-6660). Providers must adhere to provisions of DSH 94, Client Rights, and the Client Rights provisions of Chapter 51.
12. Notification of Change in Client Condition/Facility Licensing/Ownership/Management

The Provider shall follow DHS 83 for CBRFs and DHS 88 for AFHs regarding notice of change affecting clients. Provider shall notify DSD of the following:

- a. Notice shall be given to the DSD case manager or his/her supervisor within 48 hours of all hospitalizations or other facility admissions, death, significant physical injuries or of changes in a client's medical, physical or mental status which may impact upon the client's continued residence in the CBRF or AFH or which threatens the health, safety, welfare or rights of the client.
- b. Proposed changes in a client's living arrangements with 30 day written notice to client, client's guardian or designated representative and DSD case manager except in cases of a medical or psychiatric emergency. Clients should not be moved from one site to another site within a provider agency without prior DSD approval. Without such prior approval, payments for care and services may be withheld.
- c. The client's DSD case manger must be informed of client's vacations or therapeutic leaves.
- d. Changes in licensing of the CBRF or AFH, including the number of beds, will be communicated in writing to the DSD Administrative Coordinator or designee no less than 30 days prior to the change.
- e. Changes in CBRF or AFH ownership shall be communicated in writing to the DSD Administrative Coordinator or designee 30 days in advance of such change. If the building or site or agency are sold while clients are still in residence there, the new owner must submit a new application to DSD for a contract to provide services to DSD clients. There are no explicit or implicit assurances as to referrals from DSD, what rates will be in effect under the new ownership, or that DSD will authorize the continued residence of the clients residing there at the time of the ownership change.
- f. Changes in CBRF or AFH management shall be communicated in writing to the DSD Administrative Coordinator or designee within 30 days of such changes.

13. Records/Documentation of Services Provided

Provider must maintain adequate written records and/or documentation of all CBRF and AFH services provided to DSD clients and of the costs of those services. Records shall include all documents under DHS 83 or DHS 88, as appropriate, and the following:

a. Facility:

Records must be maintained on all matters relating to the structural worthiness and safety of the facility, including: building permits and certificates of occupancy, and records of inspection by state and local building, fire, health and safety code enforcement agencies.

b. Room and Board Services

- (1) Menus of meals prepared and the dated meals were served.
- (2) Laundry, cleaning and housekeeping schedules, including dates provided.

c. Supportive Care and Services

- (1) Schedule of general CBRF or AFH activities provided to clients and residents, including dates.
- (2) Staff work schedules, including the names of staff and dates and times on duty.
- (3) Copies of any contracts or formal agreements with outside agencies or professionals who are providing care or services to clients.

d. Client Records

A file for each client must be maintained as specified in DHS 83 or DHS 88, as appropriate, and include the following:

- (1) A copy of the client's Admission Agreement.
- (2) A copy of the client's Individualized Service Plan, including client's personal hygiene schedule, and documentation of required 6 month reviews (DHS 83).
- (3) Copies of all correspondence between the CBRF or AFH and DSD relating to the client.
- (4) A record of client's activities or schedule.
- (5) A record of the Supportive Care and Services provided to the client, including a description of the care or services provided, date

provided, and name of employee or agency who provided care, and date service was terminated if appropriate.

- (6) Name(s) of client's physician(s) and other medical providers, to include addresses and phone numbers.
- (7) Results of initial and annual health assessments or medical examinations, and significant incident and illness reports.
- (8) Copies of written orders of client's physician for any prescription medications, including orders to administer medications to the client, treatments, physical therapy, nursing care, or medically modified diets provided or arranged for the client by Provider.
- (9) A record of payments made to the CBRF or AFH by the client, including copies of the receipts.
- (10) Documentation of the explanation of client rights as required in DHS 83 and DHS 88.
- (11) Names of the client's legal guardian, if appropriate, and of at least two relatives or other persons who have played a significant role in assisting in the client's care arrangements, including addresses and phone numbers.

e. Personnel Records:

All documents and records required under DHS 83 (for CBRFs) and DHS 88 (for Three to Four Bed AFHs).

f. Staff Training Records

Provider shall maintain a training log indicating all training provided to staff during the period of the contract. The log should include the name(s) of employee(s) receiving training, type of training received, date(s) training was provided, and the name(s) of trainers and agency affiliations.

g. Fiscal records

- (1) A copy of the Provider's current rates for private pay residents.
- (2) Appropriate supporting documentation of all expenses relating to the provision of CBRF or AFH services must be maintained in accordance with the State of Wisconsin Department of Health Services Allowable Cost Policy Manual. Documentation should relate to the cost categories identified in the program budget and the resulting rate.

h. Civil Rights:

Copies of all documents and notifications required by federal, state, and local civil rights laws must be maintained or displayed as required.

14. Access to Records  
The Provider shall allow authorized representatives of DSD, the Milwaukee County Department of Audit, the Wisconsin Department of Health Services, the United States Department of Health and Human Services, or the designees of these agencies to visit the facility for purposes of assessing the quality of CBRF or AFH services, and inspecting all records and documentation relating to the provision and reimbursement of CBRF or AFH services.
15. Audit Requirements  
Providers must submit a compliance and financial audit for each year provider receives \$25,000 or more in payments from DSD for CBRF or AFH services. The audit must be completed and submitted no later than June 30 of the year in which services were provided.
16. Prohibition of Provider's Employees or Owners Serving as Client Guardians  
The Provider and employees or relatives of the Provider may not serve as the legal guardian of DSD clients residing in the Provider's facility or facilities.
17. Prohibition of CBRF or AFH Employees Serving as Client's Representative Payee  
Employees or relatives of the Provider may not serve as Representative Payee for DSD clients residing in the Provider's facility or facilities. The Provider (operator) may serve as representative payee for residents.
18. Transfer of a Client to Another Facility  
Transfer of DSD clients to another facility may only occur with the written approval of the client's case manager.
19. Client Rights  
Provider must respect client rights, adhere to the requirements of DHS 94, Client Rights, and observe all requirements of DHS 83 or DHS 88, as applicable.
20. Insurance Requirements  
Providers must maintain insurance coverage(s) in amounts specified by the County. The agent must be on notice to provide certificates of insurance and all notices to Provider.
21. Non-Discrimination and Civil Rights Compliance  
Provider may not discriminate against any properly qualified employee or applicant for employment, nor any resident or otherwise qualified applicant for residency, because of any status protected pursuant to s.111.321, Wisconsin Statutes. Provider must also comply with all other federal, state and local laws and regulations relating to civil rights and equal opportunity and to submit all required compliance reports and documentation.
22. Billing and Reporting  
Each month the Provider shall submit a billing and a report on CBRF or AFH services provided in the prior month to the Disabilities Services Division. **Billings and reports shall be submitted on forms provided by DSD** (or an approved facsimile). Monthly billing statements (i.e. 533's and other monthly

billing invoices) for services rendered must be submitted to the Disabilities Services Division (DSD) within 30 days after the end of the month in which services were provided. Billings or invoices for services rendered that are not received within 30 days after the end of the month in which services were provided will be subject to a 10% penalty or reduction from the amount due, if bills are not received within this time frame. **No bill will be paid if submitted more than sixty (60) days after the end of the month in which the services were provided.**

Residents placed and funded under this agreement and the spouses of residents may be liable to pay for services under this agreement according to provisions of Chapter DHS 83 and Chapter DHS 88 of the Wisconsin Administrative Code and forms and procedures developed under these rules, which include but are not limited to the *Community Options Program Cost Sharing Guidelines* and the *Medicaid Waiver Guidelines*. Provider shall make no billing or request for funds from the resident or any relative of the resident except as required by DHS 83 or DHS 88 and approved by DSD.

Provider shall inform DSD whenever a resident or spouse is more than 30 days late in making a required payment.

23. Payor of Last Resort

Purchaser is intended to be the "Payor of Last Resort" (Milwaukee County DHHS Payor of Last Resort Policy is incorporated here and by reference) after all other public and private funds restricted to the Covered Services being purchased, including medical insurance and restricted contributions, have been exhausted.

No funds within this Agreement may be used to supplant Health Insurance, or services funded by, or eligible to be funded by a Health Maintenance Organization, including Medicaid HMOs, or Care Management Organizations (CMO), or other special managed care programs.

It is anticipated that implementation of Family Care expansion in Milwaukee County for persons under the age of 60 will begin in calendar year 2009. Once this transition begins, persons receiving services provided under this Agreement who are eligible for Family Care will be offered the option to enroll in the Family Care program to obtain needed services. Any individual eligible for Family Care who elects not to enroll in that program or another Long Term Care option will no longer have services available under this Agreement. It is anticipated that individuals who elect to enroll in the Family Care program or another Long Term Care option will be transitioned into these programs during the course of calendar years 2009 and 2010. DSD will be working closely with each Provider affected by this transition.

Provider agrees to refund to DHHS any money received from DSD for transitioning Residents for any service periods during which a transitioning Resident is also covered by Family Care or another Long Term Care option. Purchaser shall recover from Provider, money paid in excess of the conditions of this Agreement. Repayment shall be made in full within thirty (30) days after

Purchaser has made written demand to Provider for repayment. Purchaser may recover repayments due to the Purchaser from any subsequent payments due to the Provider now or from future Agreements, or from any other service agreement with the Milwaukee County.

24. Resident Accounts

If Provider has control of Resident's funds, Purchaser and Provider agree to the following policies, procedures and requirements:

1. Under no circumstances is Provider permitted to commingle funds belonging to Residents with Provider funds. Resident funds shall be kept in separate accounts, or a separate account such that all monies can be accounted for at all times.
2. Resident Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.
3. If County discovers a deficiency in any Resident Account or if a formal complaint is filed pertaining to such an account, County or its representative may withhold from Provider funds equivalent to the sum in dispute until settlement is reached.
4. Provider shall obtain informed consent before applying residents' fund to pay for services. Such consent will be obtained, in writing, from the Resident if competent, the Resident's guardian of the estate, or person with power of attorney to handle the Resident's financial matters.
5. The Provider shall inform the County if, in the opinion of the Provider, the Resident is not competent to make financial decisions and does not have a person authorized to assist with financial matters.
6. Provider shall maintain a record of all payments made by, or on the behalf of, a Resident that are made directly to the Provider for all services provided to Resident (whether for services under this Agreement, or services not covered by this Agreement). If the Resident, the Resident's guardian, or Purchaser request, Provider will issue a receipt for any payment made for services provided for Resident.
7. Monies collected on behalf of a resident, from any source for services under this Agreement will be treated as an adjustment to the costs, and will be deducted from the amount paid under this Agreement.
8. Provider must comply with all rules, regulations and procedures set forth in DHS 83 regarding Resident Funds.

25. Coordination of Client Services with DSD and Other Providers

Provider will coordinate CBRF and AFH services with DSD and providers of other services with the goal of affording clients the opportunity to receive other

needed services and to participate in the community to the fullest extent possible. This includes the scheduling of staffings at the CBRF or AFH and attending staffings at the location(s) of other providers of service.

26. Cooperation with DSD in Obtaining Reimbursement Under the Medicaid (MA) Personal Care Benefit

Where appropriate, provider will be expected to participate in the MA Personal Care (sometimes called "MAPC") program to obtain reimbursement for care given under the MA Personal Care Benefit. This additional funding assists the Division in meeting expenses associated with residential living options. This cooperation is required under the 2009 contract.

If a provider declines to participate in the MA Personal Care program, Milwaukee County may exercise the right to terminate the contract, eliminate the provider agency from the DSD residential provider network, and relocate all consumers to other residential living arrangements.

All providers providing care to DSD clients through the MAPC program will be required to sign a Personal Care Agreement that will be attached to the contract for all affected providers.

27. Required Technical Assistance Sessions for All Providers

All new providers and all existing providers must attend technical assistance sessions that will be conducted later during 2009, following the end of this application period.

28. Labor Peace Agreement

Where applicable, Contractors shall comply with the provisions of Chapter 31 of the General Ordinances of Milwaukee County. A copy of Chapter 31 may be obtained from DHHS, Contract Administration Division, phone number (414) 289-5980.

29. Criteria for New Interested Parties/Providers/Vendors for the DSD Disabilities Services System

DSD expects that parties or agencies interested in providing services to DSD clients will meet the following basic criteria.

- a. Interested parties/providers/vendors must have a mission statement and/or program statement which is consistent with the purpose, mission and guiding philosophy of both the Disabilities Services Division and the disability area.
- b. Interested parties/providers/vendors must have and be able to describe their administrative capacity to provide the desired service, and as a part of this will need to clarify the experience and skills of the personnel who will be providing direct services in the service or program.
- c. The interested party/provider/vendor must have one year of experience in working with the disability population they are proposing to serve.

- d. The interested party/provider/vendor must have a policy and procedures manual, which must include a description of the agency's system for the development of client Individual Service Plans.
- e. The interested party/provider/vendor must demonstrate familiarity with and understanding of the Milwaukee area disability service network.

30. Quality Assurance

When an applicant has been awarded a contract, all application material submitted is organized into an agency master file that becomes part of the contract with the DHHS. The master file is also the primary source document for each agency contract and is an integral part of ongoing quality assurance activities. Once the master file is established, *it is the Provider's responsibility to automatically update any information contained therein* at the time any change/revision occurs.

Quality assurance activities help to ensure the appropriate expenditures of public funds and the provision of quality services. Quality assurance activities may include, but are not limited to:

- a. Review of annual and semi-annual evaluation reports submitted by the Provider.
- b. Sampling of clients/participants served through participant interviews, client interviews, surveys/questionnaires, case file reviews, and/or service verification.
- c. On-site verification of compliance with the posting of the following documents: Participant/Client Rights, and Non-Discrimination Policies.
- d. On-site monitoring of a Provider's organization and management structure, fiscal accountability, and/or verification of services provided.

31. Evaluations and Reports Required from Contract Agencies

Agencies under contract to provide CGRF or AFH programs for the Disabilities Services Division are required to submit the following information:

- a. Semi-annual evaluation reports based on the Evaluation Plan (submitted as part of Item Number 39 in the application).
- b. Monthly fiscal reports and client service reports prepared on Disabilities Services Division forms.

The evaluation reports are due 31 days after the end of both the first and the last six-month periods in each calendar year. For example, evaluation reports for programs contracted in Calendar Year 2008 will be due on July 31, 2008 and January 31, 2009. Evaluation reports for programs contracted in Calendar Year 2009 will be due on July 31, 2009 and January 31, 2010.

The evaluation reports for DSD Five to Eight Bed CBRF and Three to Four Bed AFH services should be submitted to:

Quality Assurance Unit  
Milwaukee County Department of Health and Human Services  
Disabilities Services Division  
1220 W. Vliet St., Suite 300  
Milwaukee, WI 53205

**Milwaukee County  
Department of Health and Human Services  
Disabilities Services Division**

**2009**

**TECHNICAL REQUIREMENTS**

**Five to Eight Bed  
Community Based Residential Facility (CBRF) Services**

**and**

**Three to Four Bed  
Adult Family Home (AFH) Services**

**Milwaukee County  
Department of Health and Human Services**

**Disabilities Services Division**

**2009**

**INTRODUCTION: INSTRUCTIONS and FORMS**

- Item #
1. Application Summary and Agency Information Sheet
  2. Cover Letter
  3. Application Contents

**INTRODUCTION**  
**FIVE to EIGHT BED COMMUNITY BASED RESIDENTIAL FACILITY**  
**and THREE to FOUR BED ADULT FAMILY HOME SERVICES**

Welcome to the Disabilities Services Division Five to Eight Bed Community Based Residential Facilities (CBRF) and Three to Four Bed Adult Family Home (AFH) application process. The requirements set forth in these guidelines apply to applications submitted for contracts to provide residential services to individuals funded through Long Term Support programs (COP, COP-Waiver, CIP 1A, CIP 1B, CIP II, Brain Injury Waiver) under the Department of Health and Human Services (DHHS) Disabilities Services Division.

This application contains two parts: the **Service Requirements** at the start of the application packet, and the **Technical Requirements**. The **Technical Requirements**, containing the actual application materials, are organized into five (5) sections:

**Introduction**

- Section I: Agency Structure**
- Section II: Agency Fiscal and Budget Items**
- Section III: Program Design**
- Section IV: Audit Requirements**

Technical assistance is available, as needed, for completion of any section of this application. For information or assistance, please contact the following person(s).

**Disabilities Services**

Ann Demorest, Quality Assurance Unit 289-5943 (Program issues, technical issues)

**Contract Administration**

Jane Alexopoulos, Contract Services Coordinator, 289-5896  
Sumanish Kalia, CPA, 289-6757 (Fiscal-related issues)

All applications for funding must be received by the Department of Health and Human Services no later than 4:30 p.m. on Friday, July 10, 2009. Applications should be mailed or delivered to:

Milwaukee County DHHS  
Disabilities Services Division  
1220 West Vliet Street, Suite 300  
Milwaukee, WI 53205

ITEM 1: **2009 APPLICATION SUMMARY SHEET**

Agency Name \_\_\_\_\_ Agency Director \_\_\_\_\_  
(Name, Title, Phone)

Contact Person \_\_\_\_\_  
(Name, Title, Phone)

Agency Business Address \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_ E-Mail \_\_\_\_\_

Service Site Address, if different \_\_\_\_\_ Phone \_\_\_\_\_

\_\_\_\_\_ Fax \_\_\_\_\_

\_\_\_\_\_ E-Mail \_\_\_\_\_

Agency Federal ID Number/Employer ID Number \_\_\_\_\_

Application for Fiscal Period \_\_\_\_\_  
From to

**AGENCY INFORMATION**

Please check all that apply:

Agency is:  Not-for-Profit  
 For Profit

Agency is best described as a:  Sole Proprietorship  
 Partnership  
 Service Corporation (SC)  
 Limited Liability Corporation (LLC)  
 Corporation  
 Other (explain)

**Groups agency/site is licensed to serve:**  Developmentally Disabled  
 Physically Disabled  
 Emotionally Disturbed/Mentally Ill  
 Traumatic Brain Injury  
 AODA  
 Advanced Aged  
 Alzheimer's/Dementia  
 Terminally Ill

**Minority or Disadvantaged Business Enterprise**

**Minority Vendor:**

At least 51% of the Board of Directors are minority persons  
 Agency is at least 51% owned/operated by minority persons

**Disadvantaged Vendor:**

At least 51% of the Board of Directors are women  
 Agency is at least 51% owned/operated by women

Item 2: **COVER LETTER** (Example only)  
(should be typed on applicant letterhead paper)

Date:

Ms. Lisa Jo Marks, Director  
Milwaukee County Department of Health and Human Services  
1220 W. Vliet St., Suite 300  
Milwaukee, WI 53205

Dear Ms. Marks:

I am familiar with the Year 2009 Community Based Residential Facility and Adult Family Home Service and Technical Requirements set forth by the Milwaukee County Department of Health and Human Services – Disabilities Services Division, and am submitting the attached proposal which, to be best of my knowledge, is a true and complete representation of the requested materials.

Sincerely,

Authorized Signature and Title

Name of Agency \_\_\_\_\_

**Item 3.**

**APPLICATION CONTENTS**

**INTRODUCTION**

- Item # 1. Application Summary and Agency Information Sheet
- 2. Cover Letter
- 3. Application Contents

**SECTION I: AGENCY STRUCTURE**

- Item # 4. Authorization to File
- 5. Articles of Incorporation or Organization; Operating Agreement
- 6. Bylaws
- 7. Board of Directors, Owners, Stockholders Demographic Summary
- 8. Advisory Committees
- 9. History
- 10. Mission Statement
- 11. Agency Organizational Chart
- 12. Client Grievance Procedure
- 13. Licenses and Certifications
- 14. Indemnity/Insurance (to be submitted before a contract can go into effect)
- 15. Data and Information System Compliance
- 16. HIPAA Compliance
- 17. Disclosure
- 18. Conflict of Interest & Prohibited Practices Statement
- 19. Equal Employment Opportunity Certificate & Policy Statements
  - a. Equal Employment Opportunity Certificate
  - b. Equal Opportunity Policy
- 20. Promotion of Cultural Competence & Diversity
- 21. Civil Rights Compliance Plan or Letter of Assurance (to be submitted within 120 days of the effective date of a contract)
- 22. Certification Regarding Debarment & Suspension
- 23. Certification Regarding Caregiver & Criminal Background Checks

**SECTION II: AGENCY BUDGET and FISCAL ITEMS**

- Item # 24. IRS Form W-9 (Federal Identification Number/Employer Identification Number)
- 25. Taxation Status
- 26. IRS Form 990 (for Non-Profit Agencies)
- 27. Certified Audit/Board-Approved Financial Statement
- 28. Indirect Cost Allocation Plan (Form 6)
- 29. Agency Billing Procedure
- 30. Agency Employee Hours, Salaries & Demographics (Forms 2, 2A, 2B)
- 31. Total Agency Expenses & Revenues (Forms 5, 5A)

### **SECTION III: PROGRAM DESIGN**

- Item # 32. Program Organizational Chart
- 33. Program Description
- 34. Staffing Requirements
- 35. Accessibility
- 36. Admissions, Service/Treatment, and Discharge Procedures
- 37. Evaluation Plan & Quality Assurance
- 38. Program Expenses (Computation of CBRF/AFH Rate form)
- 39. Supplementary Rate Form

### **SECTION IV: ANNUAL AUDIT INFORMATION**

- 40. Annual Audit Information

**Milwaukee County  
Department of Health and Human Services**

**Disabilities Services Division**

**2009**

**SECTION 1: AGENCY STRUCTURE**

**INSTRUCTIONS and FORMS**

- Item # 4: Authorization to File
5. Articles of Incorporation or Organization; Operating Agreement
  6. Bylaws
  7. Board of Directors, Owners, Stockholders Demographic Summary
  8. Advisory Committees
  9. History
  10. Mission Statement
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  22. Certification Regarding Debarment and Suspension
  23. Certification Regarding Caregiver and Criminal Background Checks

**4. YEAR 2009 AUTHORIZATION TO FILE RESOLUTION**  
*(Applicable for Non-Profit and For-Profit Corporations Only)*

This is to certify that at the \_\_\_\_\_ (Date) meeting of the Board of Directors of

\_\_\_\_\_ (Agency Name),

the following resolution was

introduced by \_\_\_\_\_ (Board Member's Name),

and seconded by

\_\_\_\_\_ (Board Member's Name), and unanimously

approved by the Board:

BE IT RESOLVED, that the Board of Directors of \_\_\_\_\_ (Agency

Name) hereby authorizes the filing of an application for the Year 2009 Milwaukee

County Department of Health and Human Services (DHHS) funding.

In connection therewith,

\_\_\_\_\_ (Name and Title)

and \_\_\_\_\_ (Optional Name(s) and Title)

is (are) authorized to negotiate with Milwaukee County DHHS staff.

In accordance with the Bylaws (Article \_\_\_\_\_, Section \_\_\_\_\_)

of \_\_\_\_\_

(Agency Name), \_\_\_\_\_  
(Name and Title)

and \_\_\_\_\_ (Optional Name(s) and Title) is (are)

authorized to sign the Year 2009 Fee For Service Agreement).

Name: \_\_\_\_\_  
(Signature of the Secretary of the Board of Directors)

Date: \_\_\_\_\_

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

**5. ARTICLES of INCORPORATION or ORGANIZATION OPERATING AGREEMENT**

Submit a copy of your original Articles of Incorporation or Organization Operating Agreement, with any amendments or changes to the original Articles.

**6. BYLAWS**

Submit a copy of your original Bylaws and any amendments or changes to the original Bylaws. Contractor is encouraged to incorporate into their Bylaws a requirement that their Board of Directors include individuals with recognized competence and expertise in financial, legal, and personnel/human resources disciplines as well as experience and knowledge in human services program areas.

**7. BOARD of DIRECTORS, AGENCY OWNERS/STOCKHOLDERS DEMOGRAPHIC SUMMARY**

- a. Complete the Board of Directors/Agency Owners Demographic Summary on next page.
- b. Provide a list of current board members including a professional resume, name, address, office held, and date when the term of service expires, or the name of each stockholder or owner, and their percentage of ownership interest and share of the profits or dividends.
- c. Provide a list of the dates on which a Board of Directors meeting will be held in the year for which funds are requested.
- d. Provide signature below:

**Contractor agrees to retain Board of Directors meeting minutes for a period of at least four (4) years following contract termination and agrees to provide Milwaukee County access to the meeting minutes upon request.**

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_

**7. YEAR 2009 BOARD OF DIRECTORS/AGENCY OWNERS/STOCKHOLDERS  
DEMOGRAPHY SUMMARY**

Ethnicity	Female	Male	Handicapped
Asian or Pacific Islander			
Black			
Hispanic			
American Indian or Alaskan Native			
White			
Totals			

A "handicapped individual" is defined pursuant to section 504 of the Rehabilitation Act of 1973 as any person who:

1. Has a physical or mental impairment that substantially limits one or more major life activities (e.g. caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working);
2. Has a record of such impairment, or;
3. Is regarded as having such impairment.

Ethnicity is defined as:

1. Asian or Pacific Islander: All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
2. Black: All persons having origins in any of the Black racial groups of Africa.
3. Hispanic: All persons of Mexican, Puerto Rican, Cuban, Central or South America or other Spanish culture or origin, regardless of race. (Excludes Portugal, Spain, or other European countries).
4. American Indian or Alaskan Native: All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
5. White: All persons who are not Asian or Pacific Islander, Black, Hispanic, American Indian or Alaskan Native.

**8. ADVISORY COMMITTEES**

Provide a description of any committees and the committee's purpose, including Board of Directors committees and other advisory committees, with a list of the members of each committee.

**9. AGENCY HISTORY**

Provide a description of the agency which includes the history of the agency, and its achievements and experience in providing human services.

Provide the name of the parent company and/or affiliated enterprises if the agency is a subsidiary and/or an affiliate of another business entity.

**10. AGENCY MISSION STATEMENT**

Provide the agency mission statement, with agency purpose and goals.

**11. AGENCY ORGANIZATIONAL CHART**

Provide an organizational chart of the agency which shows each major department or program. For each department or program, include the position or title of the person responsible for the management of it.

Indicate, as appropriate, the relationship between the agency's governing body and any advisory committees. Also indicate any ancillary positions such as medical director, consultants, etc.

**12. CLIENT GRIEVANCE PROCEDURE**

Provide a client grievance procedure which includes the following.

- a. Informs clients of their rights and identifies the process clients may use to enforce those rights. For Disabilities Services client rights, refer to Ch. 51.61, Wis. Stats. and Wisconsin Administrative Code DHS 94.
- b. Protects persons who file grievances from any retribution for doing so, and maintains confidentiality of all client information relating to grievances.
- c. Provides procedures which are standardized and proceed through the agency, with the final step being submission to the Disabilities Services Division if the grievance is not resolved in the internal steps of the agency procedure. Procedures must include time lines and follow-up procedures of grievance decisions.

- d. Permits clients to arrange for representation in any grievance and assists clients in writing out their grievance if necessary, as part of the procedure.

**13. AGENCY LICENSES and CERTIFICATES**

Agencies must have all the licenses and certificates required to provide the services in this application, at the time the application is submitted.

Submit a copy of each agency license or certificate required to provide the service for which you are requesting funds and copies of any notices of noncompliance or restrictions along with the agency response.

**14. INSURANCE**

Contractor agrees to evidence and maintain proof of financial responsibility to cover costs as may arise from claims of tort, statutes and benefits under Workers’ Compensation laws and/or vicarious liability arising from employees, board, or volunteers. Such evidence shall include insurance coverage for Worker’s Compensation claims as required by the State of Wisconsin, Commercial General Liability and/or Business Owner’s Liability (**which includes board, staff, and volunteers**), Automobile Liability (if the Agency owns or leases any vehicles) and Professional Liability (where applicable) in the minimum amounts listed below.

Automobile insurance that meets the Minimum Limits as described in the Agreement is required for all agency vehicles (owned, non-owned, and/or hired). In addition, if any employees of the Contractor will use their personal vehicles to transport Milwaukee County employees, representatives or clients, or for any other purpose related to the provision of the proposed services,, those employees shall have Automobile Liability Insurance providing the same liability limits as required of the Contractor through any combination of employee Automobile Liability and employer Automobile or General Liability Insurance which in the aggregate provides liability coverage, while employee is acting as agent of employer, on the employee’s vehicle in the same amount as required of the Contractor.

If the services provided under the contract constitute professional services, Contractor shall maintain Professional Liability coverage as listed below. Treatment providers including psychiatrists, psychologists, social workers) who provide treatment off premises must obtain General Liability coverage (on premises liability and off-premise liability), to which Milwaukee County is added as an additional insured, unless not otherwise obtainable.

It being further understood that failure to comply with insurance requirements might result in suspension or termination of the Agreement.

<b><u>TYPE OF COVERAGE</u></b>	<b><u>MINIMUM LIMITS</u></b>
<b><u>Wisconsin Workers’ Compensation</u></b> or Proof of all States Coverage	Statutory
<b><u>Employer’s Liability</u></b>	\$100,000/\$500,000/\$100,000

**Commercial General and/or  
Business Owner's Liability**

Bodily Injury & Property Damage \$1,000,000 - Per Occurrence  
(Incl. Personal Injury, Fire, Legal  
Contractual & Products/Completed  
Operations) \$1,000,000 - General Aggregate

**Automobile Liability**

Bodily Injury & Property Damage \$1,000,000 Per Accident  
All Autos - Owned, Non-Owned and/or Hired  
Uninsured Motorists Per Wisconsin Requirements

**Professional Liability**

To include Certified/Licensed Mental Health and \$1,000,000 Per Occurrence  
AODA Clinics and Providers \$3,000,000 Annual Aggregate  
and

Hospital, Licensed Physician or any other As required by State Statute  
qualified healthcare provider under Sect 655  
Wisconsin Patient Compensation Fund Statute

Any non-qualified Provider under Sec 655 \$1,000,000 Per Occurrence/Claim  
Wisconsin Patient Compensation Fund Statute \$3,000,000 Annual Aggregate  
State of Wisconsin (indicate if Claims Made  
or Occurrence)

Other Licensed Professionals \$1,000,000 Per Occurrence  
\$2,000,000 Annual aggregate or  
Statutory limits whichever is higher

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Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County, as its interests may appear, shall be named as, and receive copies of, an "additional insured" endorsement, for general liability, automobile insurance, and umbrella/excess insurance. Milwaukee County must be afforded a thirty day (30) written notice of cancellation, or a non-renewal disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable.

Exceptions of compliance with "additional insured" endorsement are:

1. Transport companies insured through the State "Assigned Risk Business" (ARB).
2. Professional Liability where additional insured is not allowed.

Contractor shall furnish Purchaser annually on or before the date of renewal, evidence of a Certificate indicating the above coverages (with the Milwaukee County Contract Administrator named as the "Certificate Holder") shall be submitted for review and approval by Purchaser throughout the duration of this Agreement. If said Certificate of Insurance is issued by the insurance agent, it is Provider's responsibility to ensure that a

copy is sent to the insurance company to ensure that the County is notified in the event of a lapse or cancellation of coverage.

CERTIFICATE HOLDER

Milwaukee County Department of Health and Human Services  
Contract Administrator  
1220 W. Vliet Street, Suite 109  
Milwaukee, WI 53205

If Contractor's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that *professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage* is Claims-Made and indicate the Retroactive Date, Provider shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement.

It is also agreed that on Claims-Made policies, either Contractor or County may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Provider.

Binders are acceptable preliminarily during the provider application process to evidence compliance with the insurance requirements.

All coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to Purchaser, if requested, to obtain approval of insurance requirements.

Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the Milwaukee County Risk Manager for approval prior to the commencement of activities under this Agreement:

Milwaukee County Risk Manager  
Milwaukee County Courthouse – Room 302  
901 North Ninth Street  
Milwaukee, WI 53233

**15. Year 2009 Data & Information Systems Compliance**

Contractor agrees to utilize computer applications in compliance with County standards in maintaining program data pertaining to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications.  
Contractor agrees to have internet access and an e-mail address, and to utilize Microsoft Excel 2000 or newer; or utilize applications which are exportable/convertible to Excel.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_

**16. HEALTH INSURANCE PORTABILITY and ACCOUNTABILITY ACT COMPLIANCE**

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

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_

**17. YEAR 2009 DISCLOSURE**

**Milwaukee County Employee**

Submit a list of any Milwaukee County employee, or former County employee to whom your agency paid a wage, salary, or independent contractor fee during the preceding three-year period. Include payments made during 2006, 2007, 2008 to any person who was at the time of payment, also employed by Milwaukee County.

Employee	2006 Wages	2007 Wages	2008 Wages

**Related Party Relationships**

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, owner, officer, or member of the immediate family of any board member, stockholder, owner or officer, holds interest in firms from which materials or services are purchased by the agency, its subsidiaries, or affiliates. "Immediate family" means an individual's spouse or an individual's relative by marriage, lineal descent, or adoption who receives, directly or indirectly, more than one-half of his/her support directly from the individual or from whom the individual receives, directly or indirectly, more than one-half of his/her support.

Name	Relationship	% or Estimated Income

Submit a full disclosure of the relationship, including the extent of interest and amount of estimated income anticipated from each source, for each individual if any board member, stockholder, officer, owner, employee or member of any of the aforementioned immediate family serve on the Board of Directors of subsidiaries and/or affiliates of the agency or any other firm from which materials or services are purchased by the agency.

Name	Relationship	% or Estimated Income

**\_\_\_ No employment relationship with Milwaukee County employees and no related party relationship, as defined above, exists.**

\_\_\_The agency does not rent from or contract with any person who has ownership or employment interest in the agency; serves on the Board of Directors; or is a member of the immediate family of an owner, officer, employee, or board member. **If such a relationship exists, submit a copy of lease agreements, certified appraisals, and contract agreements, etc.**

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

## 18. YEAR 2009 CONFLICTS OF INTEREST AND PROHIBITED PRACTICES

### Interest in Contract

No officer, employee or agent of the County who exercises any functions or responsibilities with carrying out any services or requirements to which this contract pertains has any personal interest, direct or indirect, in this contract.

### Interest of Other Public Officials

No member of the governing body of a locality, County or State and no other public official of such locality, County or State who exercises any functions or responsibilities in the review or approval of the carrying out of this contract has any personal interest, direct or indirect, in this contract.

Contractor covenants s/he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract. Any conflict of interest on the part of the Contractor will be disclosed to the County. In the event Contractor has a conflict of interest that does not permit Contractor to perform the services under the contract with respect to any client or recipient, Contractor will notify the County and will provide the County with all records and reports relating to same.

### Prohibited Practices

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances, which states in part, "No person may offer to give any County officer or employee or his immediate family, or no County officer or employee or his immediate family may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official action, or judgment would be influenced thereby."

Said chapter further states, "No person(s) with a person financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

Where Agency intends to meet its obligations under this or any part of this Request For Proposal through a subcontract with another entity, Agency shall first obtain the written permission of County; and further, Agency shall ensure it requires of its subcontractors the same obligations incurred by Agency under this Request For Proposal.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Agency: \_\_\_\_\_

**19. Equal Employment Opportunity Certificate and Policy**

- a. Equal Employment Opportunity Certificate  
All agencies are required to complete and return the Equal Employment Opportunity Certificate, located on the next page.
  
- b. Equal Opportunity Policy  
The Equal Opportunity Policy form is to be completed and posted at the agency. Please return a copy of this form with your application. The form is located following the Equal Employment Opportunity Certificate form.

**19a YEAR 2009 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS**

In accordance with Section 56.17 of the Milwaukee County General Ordinances and Title 41 of the Code of Federal Regulations, Chapter 60, SELLER or SUCCESSFUL BIDDER or CONTRACTOR or LESSEE or (Other-specify),(Hence forth referred to as VENDOR) certifies to Milwaukee County as to the following and agrees that the terms of this certificate are hereby incorporated by reference into any contract awarded.

**Non-Discrimination**

VENDOR certifies that it will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age or handicap which includes but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

VENDOR will post in conspicuous places, available to its employees, notices to be provided by the County setting forth the provision of the non-discriminatory clause.

A violation of this provision shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the contractor for use in completing the contract.

**Affirmative Action Program**

VENDOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program, which shall have as its objective to increase the utilization of women, minorities, and handicapped persons and other protected groups, at all levels of employment in all divisions of the seller's work force, where these groups may have been previously under-utilized and under-represented.

VENDOR also agrees that in the event of any dispute as to compliance with the aforesated requirements, it shall be his responsibility to show that he has met all such requirements.

**Non-Segregated Facilities**

VENDOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained.

**Subcontractors**

VENDOR certifies that it has obtained or will obtain certifications regarding non-discrimination, affirmative action program and nonsegregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee County, if any, prior to the award of any subcontracts, and that it will retain such certifications in its files.

**Reporting Requirement**

Where applicable, VENDOR certifies that it will comply with all reporting requirements and procedures established in Title 41 Code of Federal Regulations, Chapter 60.

**Affirmative Action Plan**

VENDOR certifies that, if it has 50 or more employees, it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

VENDOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with any of the following: The Office of Federal Contract Compliance Programs or the State of Wisconsin, or the Milwaukee County Department of Audit, 2711 West Wells Street, Milwaukee, WI 53208 [Telephone No.: (414) 278-4246].

If a current plan has been filed., indicate where filed \_\_\_\_\_ and the year covered. VENDOR will also require its lower-tier subcontractors who have 50 or more employees to establish similar written affirmative action plans.

**Employees**

VENDOR certifies that it has \_\_\_\_\_ (No. of Employees) employees in the Standard Metropolitan Statistical Area (Counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin) and \_\_\_\_\_ (No. of Employees) employees in total.

**Compliance**

VENDOR certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other notification of noncompliance with EEO regulations.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by: Firm Name \_\_\_\_\_

By \_\_\_\_\_ Address \_\_\_\_\_  
(Signature)

Title \_\_\_\_\_ City/State/Zip \_\_\_\_\_

## 19b YEAR 2009 EQUAL OPPORTUNITY POLICY

\_\_\_\_\_ is in compliance with the equal opportunity policy and standards of the Wisconsin Department of Health and Family Services and all applicable Federal and State rules and regulations regarding nondiscrimination in employment and service delivery.

### **EMPLOYMENT - AFFIRMATIVE ACTION & CIVIL RIGHTS**

It is the official policy of \_\_\_\_\_ that 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 on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with Affirmative Action and Civil Rights standards to ensure that applicants are employed and that employees are treated during their employment without regard to the above named characteristics. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

\_\_\_\_\_ has a written Affirmative Action Plan which includes a process by which discrimination complaints may be heard and resolved.

### **SERVICE DELIVERY - CIVIL RIGHTS**

It is the official policy of \_\_\_\_\_ that no otherwise qualified applicant for services or service recipient shall be excluded from participation, be denied benefits or otherwise be subjected to discrimination in any manner on the basis of age, race, religion, color, sex, national origin or ancestry, handicap, physical condition, developmental disability, arrest or conviction record, sexual orientation, military/veteran status or military participation. We pledge that we shall comply with civil rights laws to ensure equal opportunity for access to service delivery and treatment without regard to the above named characteristics. \_\_\_\_\_ has a written Civil Rights Action Plan which includes a process by which discrimination complaints may be heard and resolved.

All officials and employees of \_\_\_\_\_ are informed of this statement of policy. Decisions regarding employment and service delivery shall be made to further the principles of affirmative action and civil rights.

To ensure compliance with all applicable Federal and State rules and regulations regarding Equal Opportunity and nondiscrimination in employment and service delivery, \_\_\_\_\_ has been designated as our Equal Opportunity Coordinator. Any perceived discrimination issues regarding employment or service delivery shall be discussed with Ms./Mr. \_\_\_\_\_. Ms./Mr. \_\_\_\_\_ may be reached during week days at \_\_\_\_\_.

A copy of the Affirmative Action Plan and/or the Civil Rights Action Plan including the process by which discrimination complaints may be heard and resolved is available upon request.

\_\_\_\_\_  
(Director or Chief Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**This Policy Statement shall be posted in a conspicuous location.**

**20. Promotion of Cultural Diversity and Cultural Competence:**

Milwaukee County Department of Health and Human Services (DHHS) is committed to the goal of cultural diversity and cultural competence in the workplace. DHHS considers the composition of ethnic/racial and gender makeup a high priority as it relates to board membership and staff positions of agencies and organizations receiving contract awards for the provision of human services.

Board members and staff must be able to serve a culturally diverse population in a manner that reflects culturally competent decision making and service delivery.

For the purposes of this application, the definitions of cultural diversity and cultural competence are:

**Cultural Diversity** – The presence of individuals and groups from different cultures. 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.

**Cultural Competence** - A set of congruent behaviors, attitudes, practices and policies formed within a system, within an agency, and among professionals to enable the system, agency and professionals to work respectfully, effectively and responsibly in diverse situations. Essential elements of cultural competence include valuing diversity, understanding the dynamics of difference, institutionalizing cultural knowledge, and adapting to and encouraging organizational diversity.

**CULTURAL COMPETENCE**

Describe your proposed strategy for developing and maintaining Cultural Competence. Please provide specific examples of existing and/or proposed policies, procedures, and other practices promoting Cultural Competence. Identify specific actions taken by your agency during the previous year, if any, geared toward increasing Board and/or Staff diversity.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

**21. CIVIL RIGHTS COMPLIANCE PLAN or LETTER of ASSURANCE**

Consistent with the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development and the Department of Health and Family Services, all contract recipients **are required** to submit a Civil Rights Compliance Plan (CRCP) or Letter of Assurance (LOA) within 120 days of effective date of contract. This is **mandatory** for all agencies that meet the criteria listed below. If Contractor has submitted the CRCP to the State, the State letter indicating approval of the Plan shall be accepted by Milwaukee County in lieu of the CRCP.

**Entire Civil Rights Compliance Plan**

- **Agency has 25 employees AND**
- **Agency has \$25,000 of combined revenues from the State and/or a County.**

Affirmative Action Plan	Exemption from Submitting Affirmative Action Plan (DOA 3024)	Equal Opportunity Policy	LEP Policy Statement	Discrimination Compliant Forms & Process	DOA Forms (Only if contracting directly with the State)
✓	✓ Applicable if agency has achieved balanced workforce, or has undergone an audit of its Affirmative Action Program within the last year. (Follow additional documentation guidelines set forth in DOA 3024.)	✓	✓	✓	✓ DOA Forms  3067 – Notice to Vendor Filing Information  3023 – Vendor’s Sub-contractor’s List

**Letter of Assurance (must conform with format on State website listed below)**

- **Agency has less than 25 employees OR**
- **Agency does not have \$25,000 of combined revenues from the State and/or a County.**

Letter of Assurance	CRCP Cover Title Page	Request for Exemption from Submitting Affirmative Action Plan (DOA 3024)
✓	✓	✓

Completion forms, instructions, sample policies and plans are posted on the State website at:

[http://dcf.wisconsin.gov/civil\\_rights/default.htm](http://dcf.wisconsin.gov/civil_rights/default.htm)

Submit to: Jane Alexopoulos  
Milwaukee County DHHS  
Contract Administration  
1220 West Vliet Street, Suite 109  
Milwaukee WI 53205

**22. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

**CERTIFICATION STATEMENT**

**DEBARMENT AND SUSPENSION**

The contractor certifies to the best of its knowledge and belief, that it and its principals: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Agency: \_\_\_\_\_

**23. CERTIFICATION STATEMENT**

**RESOLUTION REGARDING CAREGIVER AND CRIMINAL BACKGROUND CHECKS**

(Applies to all agencies with employees who meet the definition of “caregiver”, per definition below)

**Contract agencies and agencies with which the DHHS has reimbursable agreements shall certify, by written statement, that they will comply with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and HFS 12 and HFS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program* (all are online at <http://www.legis.state.wi.us/rsb/code.htm>). Agencies under contract shall conduct background checks at their own expense.**

**DEFINITION: EMPLOYEES AS CAREGIVERS (Wisconsin Caregiver Program Manual, <http://dhfs.wisconsin.gov/caregiver/pdffiles/Chap2-CaregiverBC.pdf>)**

A caregiver is a person who meets all of the following:

- is employed by or under contract with an entity;
- has regular, direct contact with the entity’s clients or the personal property of the clients; and
- is under the entity’s control.

This includes employees who provide direct care and may also include housekeeping, maintenance, dietary and administrative staff, if those persons are under the entity’s control and have regular, direct contact with clients served by the entity.

This is to certify that \_\_\_\_\_  
(Name of Agency/Organization)

is in compliance with the provisions of ss.50.065 and ss.146.40 Wis. Stats. and HFS 12 and HFS 13, Wis. Admin. Code *State of Wisconsin Caregiver Program*

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Agency: \_\_\_\_\_

**Milwaukee County  
Department of Health and Human Services**

**Disabilities Services Division**

**2009**

**SECTION 2: AGENCY AUDIT, BUDGET and FISCAL ITEMS**

**INSTRUCTIONS and FORMS**

- Item # 24. IRS Substitute Form W-9 (Federal Identification Number/Employer Identification Number)
- 25. Taxation Status
- 26. IRS Form 990 (for Non-Profit Agencies)
- 27. Certified Audit/Board-Approved Financial Statement
- 28. Indirect Cost Allocation Plan (Form 6)
- 29. Agency Billing Procedure
- 30. Agency Employee Hours, Salaries and Demographics (Forms 2, 2A, 2B)
- 31. Total Agency Expenses and Revenues (Forms 5, 5A)

**24. IRS Form W-9**

The Milwaukee County Department of Health and Human Services is required by the federal Internal Revenue Service to have on file specific taxpayer information if the Milwaukee County DHHS is to reimburse a provider agency for services rendered.

We therefore request that you complete all the information requested below.

Legal Name				
Business Name, if different from above				
Check appropriate box:				
<input type="checkbox"/> Corporation	<input type="checkbox"/> Service Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> Exempt from Backup withholding	
<input type="checkbox"/> Corporation (provider of medical & health care services/supplies)	<input type="checkbox"/> Non-Profit	<input type="checkbox"/> Partnership		
<input type="checkbox"/> Individual	<input type="checkbox"/> Other (please specify)			
Social Security Number		OR	Taxpayer Identification Number	
Address (number, street, and apt, or suite no.)				
City, State, and Zip Code				

Under penalties of perjury, I certify that;

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on you tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

<b>Sign Here</b>	Signature of U.S. Person ►	Date ►
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**Substitute Form IRS Form W-9**

**25. Taxation Status**

State whether your agency is for profit or not-for-profit. For not-for-profit agencies, indicate federal/state taxation status. If tax exempt, include copies of federal/state documentation such as a copy of the letter granting tax exempt status.

**26. IRS Form 990**

Organizations exempt from income tax under Section 501(c) of the Internal Revenue Code are required to submit the most recent copy of their Internal Revenue Service (IRS) Form 990 with their corresponding CPA audit report.

Note: This does not apply to new agencies that have never filed IRS Form 990.

**27. CERTIFIED PUBLIC ACCOUNTANT (CPA) AUDIT REPORT or BOARD-APPROVED FINANCIAL STATEMENT**

- a. Agencies under contract with the DHHS are required to submit to the County two (2) original copies of a certified audit report in compliance with the “Audit Requirements” section of the CBRF/AFH contract. The audit report shall be performed by an independent certified public accountant (CPA) licensed to practice in the State of Wisconsin. The CPA audit report shall include:
- (1) Financial statements
  - (2) Auditor’s reports, and required schedules
  - (3) Statement of revenues identified by funding source for each program, and functional expenses and variances from budget for each program receiving County funding.
  - (4) Statement of revenues and expenses by program, agency-wide.

The certified audit report for contractors currently (2009) under contract with the DHHS reporting on a fiscal period other than a calendar year, is due within 180 days of the fiscal year closing, or such later date that is mutually agreed upon by County and Contractor. Certified audit reports for the Year 2010 contractors reporting on a fiscal period other than a calendar year are due within 180 calendar days of the fiscal year closing.

The certified audit report for contractors currently (2009) under contract with the DHHS reporting on a calendar year fiscal period is due June 30, 2010, or such later date that is mutually agreed upon by County and Contractor. Certified audit reports for the year 2010 contractors reporting on a calendar year fiscal period are due June 30, 2011.

Please see Section 4 for the required format of program revenue and expense schedules.

- b. Agencies not under contract with the DHHS should submit a copy of the agency’s prior year certified audit or the most recent Board of Directors approved financial statement if an audit has not been performed for that year.

Agency agrees to submit two (2) original copies of a certified audit report, performed by an independent certified accountant licensed to practice in the State of Wisconsin, in compliance with the audit requirements of the contract.

Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_

## **28. Form 6 – INDIRECT COST ALLOCATION PLAN – Instructions**

All agencies and organizations applying for a contract with the Milwaukee County DHHS are required to submit an Indirect Cost Allocation Plan for review and approval, if:

- a. The agency will provide more than one program or service for Milwaukee County, or
- b. The agency will provide one program or service for Milwaukee County and one or more other purchasers or funding sources, and one or more other functions such as fundraising during the same period, or
- c. The agency allocates costs for general and administrative expenses between itself and an affiliated agency or entity.

Describe the formula and/or method used to allocate indirect costs to each program or service under contract.

Prepare Form 6 from the amounts reported in Form 5, Column F.

Column C: Bring forward the total agency indirect costs for each Control Account from Form 5, Column F. Assign the individual costs in Column C to the individual cost pools in Columns D through H.

Columns D – H: Assign the anticipated expenses from Column C to the cost pool(s) determined by the basis on which those indirect costs shall be allocated.

Prepare the cost pool allocations from the related Columns D through H. Allocate indirect costs to the individual DHHS programs applied for based on the total allocation basis of the individual programs relative to that of the agency as a whole.

All budget forms are available online in Excel format at:

<http://county.milwaukee.org/RFPInformation111327.htm>

## **29. AGENCY BILLING PROCEDURE**

Agencies applying to DHHS for funding must submit a copy of the agency's billing policies and procedures including procedures for collecting financial information, determining liability, the basis of billing activities, and payment provisions. Describe billing procedures for both clients and third-party payment sources. The policies must be consistent with Wisconsin Administrative Code DHS 1, the Uniform Fee System. DHS 1 should be used as a guide and cannot be submitted in place of an agency procedure.

**Form 6**

**YEAR 2009 INDIRECT COST ALLOCATION PLAN**  
Summary Sheet

1. Agency Name: \_\_\_\_\_

2. Disability/Target Group: \_\_\_\_\_

(Use additional copies of this form as needed.)

A	B	C	Form 6D	Form 6E	Form 6F	Form 6G	Form 6H	I
Account Number	Indirect Cost Account Description	Total Agency Indirect Costs Σ col (D) to col (H)	Direct Salaries Allocation	FTE Allocation	Square Footage Allocation	Direct Cost Allocation	Other Allocation	Unallowable Indirect Costs**
7000	Salaries							
7100	Employee Health & Retirement Ben.							
7200	Payroll Taxes							
8000	Professional Fees							
8100	Supplies							
8200	Telephone							
8300	Postage & Shipping							
8400	Occupancy							
8500	Rental & Maintenance of Equip.							
8600	Printing & Publications							
8700	Employee Travel							
8800	Conferences, Conventions, Meetings							
8900	Specific Assistance to Individuals							
9000	Membership Dues							
9100	Awards & Grants							
9300	Client Transportation							
9400	Other Miscellaneous (Specify)							
9500	Depreciation or Amortization							
9600	Allocations to Agencies							
-----	Interest							
-----	Bad Debt							
	<b>TOTAL INDIRECT COSTS *</b>							

\* Individual line entries for Total Agency Indirect Costs (column C) should be entered on the corresponding respective line on Form 5, column F.

\*\* Enter Agency Indirect Costs which may not be allocated to Milwaukee County Programs under Federal & State Cost Principles

As part of program budgeting, agencies which are contracted to provide more than one program are required to assign indirect costs to each program under contract. Describe the formula/method used to distribute indirect costs to programs.

Date Submitted: \_\_\_\_\_

**30. FORMS 2, 2A: AGENCY EMPLOYEE HOURS and SALARIES – Instructions**

Use Form 2A only, if an agency has fourteen (14) or fewer employees. For agencies with more than fourteen (14) employees, use Form 2 (as many pages as necessary) with Form 2A as the final page.

**Column 1 – Position Title**

Enter the title of each position with any portion of its time directly allocated to a Disabilities Services Division program.

If a position is vacant, list the title of the position and “vacant” under it.

**Column 2 – Code**

Enter the following codes, as indicated.

Executive Salaries: 1  
Professional Salaries: 2  
Clerical: 3  
Technical: 4  
Maintenance: 5  
Other: Aide, Counselor, Cook, etc.: 8

**Column 3 – Ethnic/Race and Gender**

Asian /Pacific Islander:	A	Female:	F
Black:	B	Male:	M
Hispanic:	H		
American Indian:	I		
White:	W		

These definitions are as approved by the State DHS and the Federal Offices of Civil Rights.

**Asian or Pacific Islander:** All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific islands. These include China, Japan, Korea, India, the Philippine Islands and Samoa, for example.

**Black:** All persons having origins in any of the Black racial groups of Africa.

**Hispanic:** All persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race (excludes Portugal, Spain, or other European countries).

**American Indian or Alaska Native:** All persons having origins in any of the original peoples of North America and who maintain cultural identification through tribal association or community recognition.

**White:** All persons who are not Asian or Pacific Islander, Black, Hispanic, or American Indian or Alaskan Native.

Enter the letter “h” next to the ethnic code for any handicapped employee, as defined in Section 504 of the Rehabilitation Act of 1973 as any person who:

- a. Has a physical or mental impairment that substantially limits one or more major life activities such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working;
- b. Has a record of such impairment; or
- c. Is regarded as having such impairment.

**Column 4 – Hours per Week and Annual Salary**

Enter the total number of hours worked for the agency per week, and the annual salary.

**Columns 5 through 10**

For those employees who are employed at more than one of the agency's programs, or more than one site, allocate that employee's hours and wages to each specific program or site depending on number of hours per week or percentage of work-week spent at that program or site.

After all salaries are listed on Forms 2 and 2A, subtotal each column, calculate the percentage of fringe benefits, and add to the subtotals to reach the Total at the bottom of each column on Form 2A.

**Forms are available for download from:**

**<http://county.milwaukee.org/RFPInformation111327.htm>**







## 31. FORMS 5, 5A - TOTAL AGENCY EXPENSES AND REVENUE

### FORMS 5, 5A INSTRUCTIONS FOR MANUAL COMPLETION OF FORMS

- Column A - See detailed chart of accounts at [http://www.county.milwaukee.gov/ImageLibrary/User/jsponholz/MASTER\\_CHART\\_OF\\_ACCOUNTS.pdf](http://www.county.milwaukee.gov/ImageLibrary/User/jsponholz/MASTER_CHART_OF_ACCOUNTS.pdf) for account definitions.
- Column B - Fill in the 2007 Actual Expenses of the entire Agency by Control Account
- Column C - Fill in the 2008 Gross Budget of the entire Agency by Control Account as adopted by the agency's Board of Directors or owners of the agency.
- Column D - Enter the total 2009 projected annual cost of the entire Agency by Control Account as approved by the agency's Board of Directors or owners of the agency. Column D must equal the sum of the entries in Columns E through G.
- Column(s) E - Enter the 2009 projected annual cost of each individual program applied for by Control Account. Include a separate Column E for each program applied for in Disabilities Services Division, Housing, Economic Support Division and Delinquency and Court Services Division. These entries must agree to the amounts reported in each individual Form 3. If the Agency is applying for more than four (4) programs, use additional copies of Form 5 to report **all** programs applied for in **all** DHHS Divisions **individually**.
- Column F - Enter the 2009 projected annual indirect cost to be allocated to programs utilizing a cost allocation plan by Control Account.
- Column G - Enter the 2009 projected annual cost for other functions of the Agency, including fundraising, contracts with other governmental and non-governmental entities, and unallowable costs.

### FORM 5 – INSTRUCTIONS FOR MANUAL COMPLETION OF FORM

Control Accounts – Refer to the Master Chart of Accounts, at [http://www.county.milwaukee.gov/ImageLibrary/User/jsponholz/MASTER\\_CHART\\_OF\\_ACCOUNTS.pdf](http://www.county.milwaukee.gov/ImageLibrary/User/jsponholz/MASTER_CHART_OF_ACCOUNTS.pdf) for a detailed listing of the accounts and account descriptions of costs included in each of the Control Accounts.

#### **Control Acct 9200 –**

Column(s) E. Bring Forward the summation of allocated indirect cost for each program, for all cost pools, calculated on Forms 6D through 6H.

Column F. Report the total indirect costs allocated to all programs and functions agency-wide as a negative amount.

Column G. Report the total indirect costs allocated the programs and functions other than those reported in Column(s) E.

Column D. Sum the total allocated indirect costs from Columns E, F and G.

#### **Profit Factor -**

Non-profit Agencies are not allowed a profit, or to budget for a Reserve, and this line will equal \$-0-.

For Profit entities are allowed under Wisconsin statutes and Administrative Code to retain a profit not to exceed statutory limits. Allowable profit can be calculated on Form 3. Bring the total allowable profit from this calculation forward to this line.

FORM 5 YEAR 2009 TOTAL AGENCY ANTICIPATED EXPENSES

AGENCY N	(A) Expenditure Description	(B) 2007 Actual	(C) 2008 Gross Budget	(D) 2009 Gross Budget	(E1) (program) Gross Budget	(E2) (program) Gross Budget	(E3) (program) Gross Budget	(E4) (program) Gross Budget	(E5) (program) Gross Budget	(E6) (program) Gross Budget	(F) Indirect Costs Gross Budget*	(G) Other Contracts Programs & Functions**
7000	Salaries											
7100	Employee Health & Retirement Benefits											
7200	Payroll Taxes											
8000	Professional Fees											
8100	Supplies											
8200	Telephone											
8300	Postage and Shipping											
8400	Occupancy											
8500	Rental, Maintenance & Depreciation of Equipment											
8600	Printing and Publications											
8700	Travel											
8800	Conferences, Conventions, Meetings											
8900	Specific Assistance to Individuals											
9000	Membership Dues											
9100	Awards and Grants											
9200	Allocated Costs (From Indirect Cost Allocation Plan, if applicable) *											
9300	Client Transportation											
9400	Miscellaneous											
9500	Depreciation or Amortization											
9600	Allocations to Agencies, Payments to affiliated Organizations											
	TOTAL EXPENSES											
	PROFIT FACTOR											
	TOTAL EXPENSES INCLUDING PROFIT											
	TOTAL NON-DHHS CONTRACT REV BROUGHT FWD											
	TOTAL DHHS REQUEST											

Rev 7/08 Date Submitted: \_\_\_\_\_

\* Control Account Number 9200, Allocated Costs, column F, should be entered as a negative number in order for column D to cross-foot to zero.

\*\* Use Other Contracts Programs & Functions, column G for all non-Milwaukee County programs or functions

FORM 5A YEAR 2009 TOTAL AGENCY ANTICIPATED REVENUE

AGENCY NAME \_\_\_\_\_

Control Actl. No.	(A) Revenue	(B) 2007 Actual	(C) 2008 Revenue Budget	(D) 2009 Revenue Budget	(E1) (program) Revenue Budget	(E2) (program) Revenue Budget	(E3) (program) Revenue Budget	(E4) (program) Revenue Budget	(E5) (program) Revenue Budget	(E6) (program) Revenue Budget	(F) Indirect Costs Revenue Budget	(G) Other Contracts Prog. & Func. Revenue Budget*
4000	Contributions and Donations											
4100	Contributions to Building Fund											
4200	Special Events											
4300	Legacies and Bequests											
4500	Collected through Local Member Units											
4600	Contributed by Associated Organizations											
4700	Allocated by Federated Fund Raising Organizations											
4800	Allocated by Unassociated and Non-Federated Fund Raising Organizations											
4900	Other Government Purchase of Service											
5100	(DO NOT INCLUDE ANY REQUESTS FROM DHHS)											
5200	(Grants from Other Governmental Agencies)											
5300	(DO NOT INCLUDE ANY REQUESTS FROM DHHS)											
5300	Revenues from HMO and PPO											
6000	Membership Dues											
6100	Assessments and Dues-Local Member Units											
6200	Program Service Fees-Other											
6300	Intra-Agency Sales of Supplies and Services											
6400	Revenues from Disposal of Assets											
6500	Investment Income											
6600	Gains (and Losses) on Investment Transactions											
6900	Miscellaneous Revenue											
	TOTAL NON-DHHS CONTRACT REVENUE											
	DHHS CONTRACT REQUEST											
	TOTAL REVENUE											

Date Submitted: \_\_\_\_\_

\* Use Other Contracts Programs & Functions, column G for all non-Milwaukee County programs or functions

**Milwaukee County  
Department of Health and Human Services**

**Disabilities Services Division**

**2009**

**SECTION 3: PROGRAM DESIGN**

**INSTRUCTIONS and FORMS**

- Item # 32. Program Organizational Chart
- 33. Program Description
- 34. Staffing Requirements
- 35. Accessibility
- 36. Admissions, Service/Treatment, and Discharge Procedures
- 37. Evaluation Plan and Quality Assurance
- 38. Program Expenses (Computation of CBRF/AFH Facility Rate Form)
- 39. Supplementary Rate Form

**COMPLETE SECTION 3 FOR EACH PROGRAM**

32. **Program Organizational Chart** Provide an organizational chart which shows in detail, position titles and reporting relationships within the specific program being proposed. Include all positions for which funding is being requested.
33. **Program Description** The program description must include the following:
- a. Describe the needs to be met, the problems to be solved, and the target population(s) to be served by the proposed program.
  - b. Describe what services will be provided to meet the identified need and how those services will be delivered.
  - c. Describe the agency's capability to provide this program, including certification, licensure, and experience, and note any special staff qualifications (credentials, education, experience.)
  - d. For programs which are provided at more than one site, provide the following information for each site:
    - (1) Address and telephone number of each site.
    - (2) Name and title of the person in charge of the program at the site.
    - (3) Hours of operation of each site.
    - (4) Differences in programs or services available at each site. If services provided at all sites are identical, include a statement to that effect.
  - e. Describe service coordination efforts with other programs or agencies including purpose and frequency.

**34. Staffing Pattern**

Describe the staffing pattern and its relationship to the volume of clients or services to be provided. Community based residential facilities must submit a detailed description of how, by staff position, 24-hour coverage will be provided.

Please show the amount of staff coverage by number of staff and position titles for each 24 hour day for a one-week period, using a grid format.

Agencies which provide services at more than one site must include a description of the staffing pattern for each site, if different. If the staffing pattern is the same for each site, include a statement to that effect.

**35. Accessibility. Provide a detailed description of each of the following items:**

- a. Accessibility of the program to persons who are physically disabled including building accommodations such as ramps, doorways, elevators, toilet facilities, and if staff is available for persons needing assistance. If the program is not accessible, explain where the client would be referred or how disabled clients are accommodated.
- b. Describe program accessibility for persons who are hearing impaired. List the name, position title, and level of training (registered or certified, level I or II) of staff who assist in sign language interpreting. If no staff is available, explain where interpreter services would be obtained. Describe the training opportunities available to existing staff to develop sign language skills and recruitment procedures for hiring trained interpreters.
- c. Accessibility of the program for persons who are visually impaired including braille signage present in the facility, or staff available for assistance in acquainting clients to the facility.
- d. Describe program accessibility for limited or non-English speaking persons. List the name, position title, and language (non-English) spoken. If no agency staff is available, explain how interpreter services would be obtained or where the client would be referred.
- e. Describe transportation availability to the facility including public, agency provided, or other arrangements.
- f. Describe outreach and case finding activities for special target populations such as minorities, women, or adolescents.
- g. Describe any differences in accessibility by program site.

### **36. ADMISSION, SERVICE/TREATMENT, and DISCHARGE PROCEDURES**

Address all points described in the Service Requirements section of the guidelines for this application.

#### **a. Admissions:**

- (1) Describe the criteria used for determining client appropriateness for the program.
- (2) Describe the process for screening for appropriateness and admitting applicants to the program. The description of the process should begin with the initial contact and include all activities that occur prior to the establishment of the treatment/service plan. Provide detail about staff positions involved in the intake and assessment process and their roles and responsibilities in the process. Also include a description of the involvement of any specialists such as medical director, psychologist, etc.
- (3) Identify the major sources of referral into the program and the approximate percentage of referrals each source generates.
- (4) Attach a copy of the Admission Agreement used by the program, to include services to be provided (and services not provided, if any), fees and house rules. This admission agreement should be compatible with the requirements in DHS 83.16.

#### **b. Service/Treatment:**

- (1) Describe the program activities, purpose of the activities, and the usual size, structure and schedule of activities or groups.
- (2) Describe the sequence of activities, the phases of service/treatment, the length of time in each phase, and the criteria used to determine movement from one phase to another.
- (3) Describe how and when individualized client treatment goals and objectives are developed, monitored, and reviewed. Identify by position titles who is involved in this process.

#### **c. Discharges:**

- (1) Describe the basis for discharge decisions and define a successful and unsuccessful discharge. Reasons and conditions for discharge should be compatible with the requirements in DHS 83.20.
- (2) Describe the discharge process. Include any follow-up activities or monitoring of discharged clients.
- (3) Identify community resources to which clients may be referred when discharged.

### **37. EVALUATION PLAN and QUALITY ASSURANCE**

- a. Identify both program management and client-related objectives which are specific to the programs being described. These objectives should be described in measurable and objective terms so that the outcomes of both program and client-related objectives can be determined.
- b. Include a time frame for achievement and the expected level of attainment (outcome) for each objective. Identify objectives by site if there is more than one site.
- c. Describe how the agency will utilize annual program evaluation results to evaluate and improve program effectiveness.

All Disabilities Services Division contract agencies are required to submit semi-annual evaluation reports based on the results of their Evaluation Plan and their required annual Consumer Satisfaction Survey for respective programs. The first reports are due 31 days after the end of the first six months of the year. For example, evaluation reports for programs contracted for Calendar Year 2009 are due July 31, 2009 and January 31, 2010. Evaluation reports for programs contracted for Calendar Year 2010 are due July 31, 2010 and January 31, 2011.

The semi-annual reports should reflect the agency's success in achieving the program's goals.

These reports should be submitted to:      Quality Assurance Unit  
Milwaukee County DHHS  
Disabilities Services Division  
1220 W. Vliet Street, Suite 300  
Milwaukee, WI 53205

### 38. COMPUTATION of CBRF/AFH FACILITY RATE Form (Program Expenses)

#### Instructions and Form

1. Complete this form for each program (site) for which contracting is requested. Programs which are funded by site must include separate forms for each site.
2. Only costs actually related to the CBRF or AFH should be included. (For example, if the family/owner/operator lives in the facility, family-related costs should not be included.)
3. Do not fill in any amounts in the shaded areas.
4. The CBRF/AFH Rate form should show the 2008 *actual* facility costs (Column 1), the 2009 *budgeted* facility costs (Column 2), and the 2010 *projected* facility costs (Column 3). Column 1 of the form should also reflect audited costs for that year.
5. Column 1, Actual Facility Costs:  
Enter all allowable 2008 actual costs associated with the facility, its operation, and services. If persons other than residents live in the facility, the costs associated with their living space and living expenses should not be included in the Actual Facility Costs.  
Column 1 should show actual costs from the requested audited year.
6. Column 2, 2009 Budgeted Facility Costs:  
Enter all allowable 2009 budgeted costs associated with the facility, its operation, and services. Column 2 budgeted costs should be derived from Column 3 of the Computation of CBRF/AFH Facility Rate form for 2009. If there were any changes made to that 2008 budget form, you should use the final revised budget form for the 2008 year.
7. Column 3, 2010 Projected Budgeted Facility Costs:  
Enter all allowable 2010 projected budgeted costs associated with the facility, its operation, and services. Column 3 budgeted costs should be derived from past actual costs with any foreseen changes in future costs. If persons other than residents live in the facility, the costs associated with their living space and living expenses should not be included in the Projected Budgeted Facility Costs.
8. Column 4, Room and Board Costs:  
The CBRF/AFH Computation of Facility Rate form shows the allocation between Column 4 (Room and Board) and Column 5 (Program, or Care and Services). “Program”, as used here, is also known as “Care and Services”, or “Care and Supervision”. It is used to indicate provider agency costs for providing client care, treatment, supervision, and services, to be paid by the client’s funding source (such as Medicaid Waivers) which are not related to Room and Board costs.  
Additional clarification regarding the separation of Room and Board costs may be found in Appendix J of the Medicaid Waivers Manual, portions of which follow.

*(excerpted from the Medicaid Waivers Manual, Appendix J)*

### **Guide to Determining Room and Board Costs**

To assist in determining room and board amounts and establishing rates in substitute care settings the following is provided as a general guide and should not be construed as a comprehensive listing.

#### **A. Room and Board**

The list below includes examples of costs that are attributable to room and board.

Because room and board cannot be covered with Medicaid waiver funds it is generally paid for with the participant's resources. If the facility room and board costs exceed the participant's available resources another source of funding such as COP or other funds must be used. Room and board costs must be facility-specific.

##### Items/Costs Related to Room and Board [for Column 4]

1. Choose one, as applicable: Rent, **or** depreciation and mortgage interest
2. Insurance (title, mortgage, property and casualty)
3. Building and/or grounds maintenance costs
4. Resident food
5. Household supplies necessary for the resident's room
6. Furnishings used by the resident (does not include office furnishings)
7. Resident telephone
8. Resident cable television.

#### **B. Care and Supervision (or "Program")**

Costs related to resident care and supervision may be paid for with Medicaid waiver funds. The list below shows waiver-allowable care and supervision costs

##### Items/Costs Related to Resident Care and Supervision [for Column 5]

1. Salaries\*
2. Fringe Benefits (employee health/life insurance, employer contribution to retirement plans)
3. FICA withholding
4. Workers compensation
5. Unemployment compensation
6. Staff travel
7. Resident travel (includes depreciation on facility vehicle, contract transportation services, public transit and mileage payments to staff)
8. Administrative overhead, including:
  - a. Percentage of administrative salaries
  - b. Office supplies and furnishings; office telephone
  - c. Recruitment
  - d. Audit fees
  - e. Operating fees, permits, licenses
  - f. Data processing
  - g. Legal fees

9. Staff/agency liability insurance
10. Staff development/education

\* In certain circumstances a facility staff person's wages and benefits may be apportioned between room and board costs and care and supervision costs. For example, an employee may have separate duties that include specified time providing building and grounds maintenance (room and board), and specified hours providing resident supports (care and supervision)

## C. Allowable Costs to Include in Rates

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the *Allowable Cost Policy Manual* distributed by the Department of Health and Family Services.

While Wisconsin Statutes permit allowances for profit for proprietary agencies and retention of excess revenues by not-for-profit agencies, there should be no allowance for profit or excess revenue added to the following cost categories except where expressly permitted in item 25, Allowable profit.

The following list of descriptions of allowable cost items is recommended as consistent with the *Allowable Cost Policy Manual* distributed by the Department on February 28, 1995, revised June, 1998. Purchaser and Provider agencies are responsible to assure that they use the most current allowable cost policies.

### 1. SALARIES

#### a. Owner Salaries:

Salaries paid to individuals with a 50 percent or more interest in the organization. Interests of related parties will be combined. Related parties are defined as entities with common ownership or control as well as immediate family relationships.

Enter the total actual salary of owner(s). Also indicate approximate total hours worked during the year by owners.

Note: Where there must be an allocation between Room and Board and Program, allocate the proportion of owner's salary for property maintenance to Room and Board.

#### b. Employee Salaries:

Salaries earned by an agency's regular and temporary employees. Salaries earned are defined as for current services and include gross compensation paid in the form of cash, products, or services.

## **2. FRINGE BENEFITS**

Fringe benefits are allowances and services provided to employees in addition to regular salaries and wages.

Fringe benefits will be budgeted as a percent of salaries based on prior year actual with necessary adjustments. If fringe benefits rate is more than 30 percent, a detailed schedule must be included:

The employer's share of fringe benefits may include, but are not limited to, the following:

- Health and Medical Insurance Plans
- Life Insurance
- Professional Liability Premiums
- Retirement plans if paid pursuant to an IRS approved plan.
- Social Security Tax
- Unemployment Compensation Taxes or benefits paid if under a self-insured plan
- Other benefits paid by agencies pursuant to negotiated Union contracts

Worker's Compensation Insurance costs may be incurred as an insurance premium, a premium paid to a funded self-insured plan or as a direct payment of benefits when awarded if self-insured.

## **3. TRAVEL REIMBURSEMENT TO STAFF**

Employee reimbursement for actual, reasonable and necessary expenses incurred. This would include personal car mileage, not to exceed the federal/IRS rate, public transit, lodging, and meals while traveling.

## **4. CLIENT TRANSPORTATION**

Costs incurred in transporting clients such as contract services, public transit, mileage payments to staff or volunteers, not to exceed federal/IRS rate and emergency transportation.

## **5. RECRUITMENT**

Expenses related to advertising for candidates for vacant positions.

## **6. TRAINING/STAFF DEVELOPMENT**

Training costs including conference registrations, travel, lodging, and costs for in-house training for staff development which directly benefits the program.

## **7. SUPPLIES**

### a. Office:

This account reflects supplies and expenses related to operation of the administrative offices. It includes such things as general office supplies, postage, forms, and stationery. Receipts and refunds for these items will be credited directly to this account.

### b. Medical:

Items such as first aid supplies are charged here.

### c. Household:

This account should include brooms, brushes, cleaning compounds, disinfectants, drinking cups, insecticides, mops, polish, scrub buckets, toilet paper, drapes, curtains, shades and other housekeeping supplies. It should also include the cost of laundry soaps, detergents, powders, ammonia, bluing, starch, pressing cloths, etc.

### d. Linens:

Such things as towels, washcloths, and bedding will be charged to this account.

### e. Programs:

Various items needed for carrying out activities for/with clients such as recreational supplies.

### f. Other:

Supplies not included in other categories.

## **8. FOOD**

The cost of food provided to clients. Meals provided to staff who have no meal period and must remain on duty are also allowable. Meals provided to other staff must be for a charge. These fees should be credited to this account.

## **9. ADVERTISING**

The cost of advertising through the various media for program related purposes.

## **10. TELEPHONE FOR FACILITY**

This includes regular billing, installation, and removal of telephones, and long-distance calls, as well as answering services for additional telephone services as needed to enable personnel to be contacted on an emergency basis.

## **11. TELEPHONE FOR RESIDENTS**

If there are identifiable costs related to resident use of telephone enter those costs.

## **12. PRINTING**

Cost of printing and reproduction services necessary for agency administration and client programs.

## **13. INSURANCE**

Premiums for fire, liability, boiler, surety bonds, and other forms of insurance, exclusive of payroll related insurance will be charged to this account. If the provider coverage is included with other groups in a single policy, an equitable distribution of the premium should be recorded on the provider records.

Worker's Compensation Insurance costs may be incurred as an insurance premium, a premium paid to a funded self-insured plan or as a direct payment of benefits when awarded if self-insured.

## **14. UTILITIES**

Water, electricity, gas, and other fuels will be charged to this account. This account also includes costs related to cable or satellite television systems used by residents.

## **15. REPAIRS AND MAINTENANCE**

### **a. Building:**

Improvements which result in an increase in useful life over current useful life shall be capitalized (see DEPRECIATION). Expenditures that do not extend useful life but merely keep the facility in ordinary efficient operating condition are classified as repairs and maintenance.

All materials and parts used in repairing and maintaining the building will be included in this account.

Charges to this account include such things as lubricants, light bulbs, fuses, ash cans, fire extinguishers and other supplies used in providing heat, light, power, air conditioning, ventilation and water softening.

### **b. Equipment:**

Cost of service and parts to repair and maintain equipment.

### **c. Vehicle:**

This account will include vehicle-operating expenses, such as gas, oil, grease, tires, batteries, and licenses. Repair parts purchased and repairs made by outside concerns to such equipment will also be included in this account.

## **16. RENTAL OF PROPERTY AND EQUIPMENT**

Rent for property or equipment will be paid with the following requirements:

- a. For major items, a copy of the lease must be included. The purchaser may request a listing of limited partnership investors.
- b. Where applicable, proper capital lease accounting must be used.
- c. Rental rates may not exceed fair market value for similar property, equipment.

## **17. DEPRECIATION**

Depreciation is an allowable expense under the following conditions: -

The depreciation must be:

Identifiable and recorded in the agency's accounting records

Based on the historical cost of the asset or fair market value at the time of donation in the case of donated assets, assets must have a cost or value of \$5,000 or more and a useful life of more than one (1) year; and

Prorated over the estimated useful life of the asset using the straight-line methods.

## **18. INTEREST**

Interest associated with liability in excess of agency net assets will not be allowed.

Interest on newly constructed buildings should be capitalized according to Generally Accepted Accounting principles.

## **A NOTE ABOUT MORTGAGE, PRINCIPAL PAYMENTS**

**Mortgage (principal) payments are not allowable costs. These payments represent acquisition cost and are reimbursed through the depreciation expense.**

## **19. PURCHASES OF FURNISHINGS AND EQUIPMENT UNDER \$5,000**

Furnishings and equipment with a cost of less than \$5,000 should be expensed in one year and charged to this account.

## **20. PROFESSIONAL FEES**

All professional fees incurred in the normal course of providing service to clients or complying with the terms of the County contract should be charged here. This would include legal, accounting, auditing, data processing, and consulting costs.

## **21. LICENSES**

Licenses necessary to operate the agency.

## **22. TAXES**

### a. Real Estate Taxes:

Real Estate Taxes or payments in lieu of taxes which the agency is legally required to pay.

### b. Corporate Income Taxes:

The tax liability of incorporated vendors

## **23. OTHER ALLOWABLE EXPENSES**

Expenses not included in above categories attach detail.

## **24. SUBTOTAL OF COSTS or NET ALLOWABLE OPERATING COSTS**

Agencies should find the total of the categories shown above. This amount is used to compute ALLOWABLE PROFIT where permitted.

## **25. ALLOWABLE PROFIT**

Not-for-profit agencies should enter ZERO in this line. Not-for-profit agencies are permitted to retain excess revenues generated by rates according to guidelines in the Wisconsin Statutes.

For-profit agencies may add an allowance for profit. The allowance is subject to these general guidelines:

No provision for profit should be included in any other line item.

Once the budget is approved, the Provider is not to request budget adjustments from the Purchaser except for major, unanticipated situations.

Allowable profit is computed in Column (3) as follows:

- a. Determine the Net Allowable OPERATING Costs. (This is the amount in line 24 in the recommended worksheet.)
- b. Multiply the Net Allowable OPERATING Costs by 0.1 (10%).
- c. Multiply the Net Allowable OPERATING Costs by 0.075 (7.5%).
- d. Find Net Equity as it relates to the facility.

"NET Equity" is defined as the cost of equipment, cost of buildings, cost of land and cost of fixed equipment less accumulated depreciation and long term liabilities. The average net equity for the year shall be used. (Allowable Cost Manual)

- e. Multiply Net Equity by 0.15 (15%).
- f. Add the result of step c. to the result of step e.
- g. Allowable Profit is the lesser of the result of step or b. step f.

Agencies, who do not compute Net Equity in step d, may use the amount in step c as the Allowable Profit amount.

h. Allocate Allowable Profit to the remaining columns used in the worksheet in proportion to the totals in line 24 of each column. For example, what if -the amount in Column (3), line 24 is \$100,000 and the amount in Column (4) line 24 is \$25,000?

We would divide \$25,000 by \$100,000 and find that the amount in column (4) is 25% of the amount in Column (3).

The amount we should enter in line 25 of line Column (4) would be 25% of the amount in line 25 of Column (3).

## **26. TOTAL ALLOWABLE COSTS.**

Add NET ALLOWABLE OPERATING COSTS to ALLOWABLE Profit (In each column, line 24 + line 25).

### **D. Estimated Units of Service and Rate Computation**

The Facility Rate in Column (3). The Room and Board Rate in Column (4) and the Program Rate in Column (5) are found by dividing the TOTAL ALLOWABLE COSTS in each column by the number of resident days anticipated for the coming year. The model worksheet assists with the math by using the following steps:

Enter the Budgeted beds for the facility in line 26 (that is the average occupancy anticipated for the year). If you anticipate 100% occupancy all times, enter the licensed capacity.

Divide the TOTAL ALLOWABLE COSTS by budgeted beds, to find the annual cost per budgeted bed. (Line 26 divided by line 27).

Divide the annual cost per budgeted bed by 12 to find the monthly cost per bed. (Line 27 divided by 12. Enter result in line 29). This is the Monthly Rate for the facility.

To find a daily rate, divide the Annual cost per bed by 365 or the number of days in the budget year.

**COMPUTATION OF CBRF/AFH FACILITY RATE**

Agency Name:		(1)	(2)	(3)*	(4)	(5)
Facility Name:		2008 Actual Facility Costs	2009 Budgeted Facility Costs	2010 Budgeted Facility Costs	Break out for funding by MA Waiver Program	
Facility Address:					Columns (4) + (5) should equal Column (3)	
Facility Phone:					Room & Board	Program
Contact person:						
Cost Item						
1	Salaries	Owners Total Annual Hours: _____				
		Employees Salaries for Maint *				
		Other Employee's Salaries				
2	Fringe Benefits					
3	Travel Reimbursement to Staff					
4	Client Transportation					
5	Recruitment					
6	Staff Development, Education					
7	Supplies	Household Supplies & Linen *				
		All other supplies				
8	Food *					
9	Advertising					
10	Telephone for Facility					
11	Telephone for Residents *					
12	Printing					
13	Insurance	On Property *				
		All other insurance				
14	Utilities					
	Cable TV					
15	Maintenance and Repairs	Building Maint & Repairs *				
		Equipment repairs for Residents *				
		Other equipment repairs & maint				
		Vehicle repairs and maintenance				
16	Rentals	Building housing CBRF *				
		Equipment related to Room & Bd *				
		Other Equipment				
17	Depreciation	Land Improvements *				
		Building *				
		Equipment related to Room & Bd *				
		Other Equipment				
		Vehicles				
		Leasehold Improvements *				
18	Interest	Mortgage Interest *				
		Equipment for to Room & Bd *				
		Other Equipment and Property				
		Other				
19	Purchase of Smaller Items	Items related to Room & Bd *				
		Other Items				
20	Professional Fees					
21	Licenses					
22	Taxes					
		Other Taxes (not corporate)				
23	Other Allowable Costs					
24	Net Allowable Operating Cost = Total of lines 1-23					
25	Allowable profit/Excess Earnings					
26	Total Allowable Costs (lines 24 + 25)					
27	Budgeted beds in facility					
28	Annual cost per bed (line 26/line27)					
29	Monthly Rate=Annual Cost divided 12 (line 28/12)					
30	Daily Rate=Annual Cost divided by 365 (line 28/365)					

\*Note: Please allocate costs from Column (3) to either Columns (4) and/or (5) leaving shaded areas blank.

Revised: 06/09

For Office Use Only		
	2008	2009
Monthly Rate: \$		\$
Daily Rate: \$		\$

**39. COMPUTATION of SUPPLEMENTARY RATE Form**

If the facility anticipates that some facility residents will require services provided by the facility with clearly different, identifiable costs that are not included in the Computation of CBRF/AFH Facility Rate form, the facility may propose and the County may approve an additional Supplementary Rate for such needed service or supply.

If the County agrees that the facility may use a Supplementary Rate in addition to the CBRF/AFH Facility rate, because of additional costs not already included in the Computation of CBRF/AFH Facility Rate form, then the Computation of Supplementary Facility Rate form must be completed.

Complete the Computation of Supplementary Facility Rate form by following the general directions and line item costs as described in the instructions for completion of the Computation of CBRF/AFH Facility Rate form.

**COMPUTATION OF SUPPLEMENTARY FACILITY RATE**

(Use this page only if the facility will apply other needed costs for a client(s) that are not included in the Computation of CBRF/AFH Facility Rate sheet.)

Agency Name:				<b>I</b>	<b>II</b>			
Facility Name:				<b>2010 Budgeted Supplementary Facility Costs</b>	Allocate the Supplementary Costs from Column I to the appropriate client columns below. The total individual costs in all Columns under II should equal the individual costs in Column I.			
Facility Address:					<b>Client A</b>	<b>Client B</b>	<b>Client C</b>	<b>Client D</b>
Facility Phone:								
Contact person:								
		<b>Cost Item</b>						
1	Salaries	Owners Annual Salary						
		Employees Salaries for Maint						
		Other Employee's Salaries						
2	Fringe Benefits	Employees Salaries for Maint						
		Other Employee's Salaries						
2	Fringe Benefits							
3	Travel Reimbursement to Staff							
4	Client Transportation							
5	Recruitment							
6	Staff Development, Education							
7	Supplies	Household Supplies & Linen						
		All other supplies						
8	Food							
9	Advertising							
10	Telephone for Facility							
11	Telephone for Residents							
12	Printing							
13	Insurance	on Property						
		All other Insurance						
14	Utilities							
	Cable TV							
15	Maintenance and Repairs	Building Maint & Repairs						
		Equipment repairs for Residents						
		Other equipment repairs & maint						
		Vehicle repairs and maintenance						
16	Rentals	Building housing CBRF						
		Equipment related to Room & Bd						
		Other Equipment						
17	Depreciation	Land Improvements						
		Building						
		Equipment related to Room & Bd						
		Other Equipment						
		Vehicles						
		Leasehold Improvements						
18	Interest	Mortgage Interest						
		Equipment for Room & Bd						
		Other Equipment and Property						
		Other						
19	Purchase of Smaller Items	Items related to Room & Bd						
		Other Items						
20	Professional Fees							
21	Licenses							
22	Taxes	Real Estate						
		Other Taxes (not corporate)						
23	Other Allowable Costs							
24	Net Allowable Operating Cost = Total of lines 1-23							
25	Allowable profit/Excess Earnings							
26	Total Allowable Costs (lines 24 + 25)							
27	Type of Unit							
28	Anticipated Units of service for the year							
29	Supplementary Facility Rate (Line 26/line 28)							

Revised 6/09

**Milwaukee County  
Department of Health and Human Services**

**Disabilities Services Division**

**2009**

**SECTION 4: ANNUAL AUDIT REQUIREMENTS**

Item # 40. Annual Audit Requirements

## SECTION 4: REPORTING REQUIREMENTS REQUIRED ANNUAL AUDIT SCHEDULES

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**This section contains instructions for agencies which fall under the annual audit requirement. Please provide this section to your accountant when he or she is preparing your audit.**

### Audit Requirements

Provider receiving a total amount in annual funding of \$25,000 or more from the County through this and any other contract is required to obtain an annual independent audit.

#### **AUDIT REQUIREMENTS:**

- A. Provider shall submit to County, on or before **June 30, 2010** or such later date that is mutually acceptable to Provider and County, **two (2) original copies** of an annual program audit, or a Provider agency-wide audit for Calendar Year 2009 if the total amount of annual funding provided by County through this and other contracts and agreements is \$25,000 or more, unless waived by County. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c).

**Providers reporting on a fiscal year other than a calendar year** shall be considered in compliance with the audit requirements upon submittal of Provider's fiscal year audit, meeting the audit requirements in Section Seventeen, part A subparts (1), (2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2009 through December 31, 2009, compiled by a CPA licensed to practice by the State of Wisconsin.

**Non-profit Providers who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly,** shall submit to County, on or before **June 30, 2010** or such later date that is mutually acceptable to Provider and County, **two (2) original copies** of a certified audit report for Calendar Year 2009 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (on line at <http://www.whitehouse.gov/omb/circulars>) if the Provider meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit submitted by Provider shall also be conducted in conformance with the following standards:

1. The Wisconsin Department of Health and Family Services *Provider Agency Audit Guide*, 1999 revision (on line at <http://www.dhfs.state.wi.us/grants>);
2. Standards applicable to financial audits contained in *Government Auditing Standards (GAS)* most recent revision published by the Comptroller General of the United States; and

3. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for waiver, and/or extension must be in writing and submitted before the original due date of the audit. Audit reports and requests for waiver and/or extension must be sent to the following address no later than five months after the end of the Provider's fiscal year, or such later date mutually agreed to by Provider and County:

Milwaukee County Department of Health and Human Services  
Contract Administrator  
1220 W. Vliet Street, Suite 109  
Milwaukee, WI 53205

CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

**(1) Financial Statements and Supplemental Schedules:**

- (a) **Comparative Statements of Financial Position.** For Provider agency-wide audits only.
- (b) **Statement of Activities.** For Provider agency-wide audits only.
- (c) **Statement of Cash Flows.** For Provider agency-wide audits only.
- (d) **Program Revenue and Expense Schedule** for each program identified as a Fee-for-Service Agreement with County, a single line item on Attachment I of the Purchase of Service Contract, or for each facility or rate-based service provided under a Community Based Residential Facility (CBRF) or Adult Family Home (AFH) Services Contract with the County. If more than one program or rate-based service is provided under this Agreement, Purchase of Service Contract with this or other divisions of County, Community Based Residential Facility (CBRF) or Adult Family Home (AFH) Services Contract, a separate Program Revenue and Expense Schedule must be prepared for each program, facility or rate-based service.
- (e) **Schedule of Revenue and Expense by Funding Source** (Provider agency-wide) is required of all Providers. This schedule must follow the format and content of the sample schedule contained in Exhibit One (1). Do not combine multiple line items into a single line item or separate a single line item into multiple line items.
- (f) **Reserve Supplemental Schedule** is required for all non-profit Providers that provide Participant Covered Services on the basis of a unit rate per unit of Participant service (units-times-price agreements). A separate schedule must be completed for each contract/facility, or for each rate-based program (service) within a facility. For agencies whose fiscal year is other than a calendar year, the period covered by the schedule must be the most recently completed calendar year for all DHHS-funded programs.

The schedule must identify revenue from each Purchaser separately, and include total units of service provided to all Purchasers for each contract/facility or rate-based service within a facility, and total units of service provided under the Contract with County, as well as the items required by the *Provider Agency Audit Guide* (Section 7.1.6), for the most recently completed calendar year. The

schedule and allowable additions to reserves shall be by contract/facility or by program category.

(g) **Schedule of Profit for For-Profit Providers Which Provide Participant Care.** For-profit Providers shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract/facility, or for each rate-based program (service) within a facility. Wis. Stat. 46.036 (3) (c) indicates that contracts for proprietary agencies may include a percentage add-on for profit according to the rules promulgated by the Department of Health and Family Services. These requirements are in the *Allowable Cost Policy Manual* (Section III.16), which indicates that allowable profit is determined by applying a percentage equal to 7 1/2% of net allowable operating costs plus 15% applied to the net equity, the sum of which may not exceed 10% of net allowable operating costs.

(h) **Units of service provided under the Agreement,** if not disclosed on the face of the financial statements, are required for Providers that provide Participant Covered Services on the basis of a unit rate per unit of Participant service (units-times-price agreements). Provider's auditors shall review and report on the extent of support for the number of units for each type of service billed to Purchaser, and compare units billed to Provider's accounting/billing records that summarize units provided per Participant. Provider's auditors shall reconcile billing records to supporting underlying documents in Participant case files on a test basis, and report on any undocumented units billed to Purchaser that exceed the materiality threshold of the *DHFS Provider Agency Audit Guide*, 1999 revision. The disclosure must include total units of service provided to all Participants for each facility, or rate-based program within a facility; and total units of service provided under the Contract or Service Agreement with Purchaser for the most recently completed calendar year.

(i) **Notes to financial statements including disclosure of related-party transactions, if any.** Rental cost under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested with the Provider. Rental cost under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the Provider continued to own the property.

Provider's auditors must disclose the actual costs of ownership, by property, for the property(ies) in question, as well as the amount of such costs to be allocated to each DHHS program, the amount of rent originally charged, and the amount of such rent that is an unallowable cost.

(j) **Schedule of Federal and State Awards broken down by contract year.** The schedule shall identify the contract number and the program name and number from Attachment A of the Agreement. Each program or service under County contract must be reported as a separate line item by contract year.

**(2) Independent Auditors Reports and Comments:**

(a) "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire Provider agency.

Or, for Program Audits

“Opinion on the Financial Statement of a Program in Accordance with the Program Audit.”

- (b) Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS), and the *Provider Agency Audit Guide*, 1999 revision.

Or, for Program Audits

“Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit.”

- (c) “Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133” (applicable only if the audit is also in accordance with OMB Circular A-133).
- (d) Schedule of findings and questioned costs to include:
- Summary of auditor’s results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report the auditor issued on Compliance for Major Federal Programs
  - Findings related to the financial statements of the Provider or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
  - Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in Section .510(a) of OMB Circular A-133, if applicable;
  - Doubt on the part of the auditors as to the auditee’s ability to continue as a going concern;
  - Other audit issues related to grants/contracts with funding agencies that require audits to be performed in accordance with the Provider Agency Audit Guide, 1999 revision;
  - Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.
- (e) A copy of the Management Letter or other document issued in conjunction with the audit shall be provided to County. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

**(3) Provider Prepared Schedules and Responses:**

- (a) Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. The schedule shall include the items required by the *Provider Agency Audit Guide*, 1999 revision. If no prior year findings were reported, the schedule must state that no prior year findings were reported.
- (b) Corrective action plan for all current-year audit findings related to County funded programs and/or financial statements of the Provider. The corrective action plan shall be prepared by Provider, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective action plan; the planned corrective action; and, the dates of

implementation and anticipated completion.

- (c) Management's responses to each audit comment and item identified in the auditor's Management Letter.

**(4) General:**

The following is a summary of the general laws, rules and regulations with which the auditor should be familiar in order to satisfactorily complete the audit,

- (a) Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), June 2003 Revision.
- (b) OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, including revisions published in *Federal Register* 06/27/03.
- (c) OMB Circular A-133, - Appendix B: 2000 Compliance Supplement.
- (d) OMB Circular A-122, Cost Principles for Non-Profit Organizations.
- (e) OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
- (f) OMB Circular A-21, Cost Principles for Educational Institutions.
- (g) The allowability of costs incurred by commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR part 31 - Contract Cost Principles and Procedures.
- (h) OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments.
- (i) OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- (j) Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
- (k) State of Wisconsin, Department of Administration Single Audit Guidelines - Current Revision.
- (l) State of Wisconsin Department of Health and Family Services, Provider Agency Audit Guide - 1999 Revision.
- (m) State of Wisconsin Department of Health and Family Services, Allowable Cost Policy Manual - Current Revision.
- (n) AICPA Generally Accepted Auditing Standards.

- B. Provider hereby authorizes and directs its Certified Public Accountant, if requested, to share all workpapers, reports, and other materials generated during the audit with Purchaser or Purchaser representative(s) including the County Department of Health and Human Services and the County Department of Audit as well as state and federal officials. Such direct access shall include the right to obtain copies of the workpapers and computer disks, or other electronic media, which document the audit work. Provider shall require its CPA to retain workpapers for a period of at least four (4) years following the latter of Contract termination, or receipt of audit report.

- C. Provider and Purchaser mutually agree that Purchaser or Purchaser's representative(s), including the County Department of Health and Human Services and the County Department of Audit, as well as state and federal officials, reserve the right to review certified audit reports, supporting workpapers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.
- D. Providers reporting on a fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements upon submittal of the following unaudited schedules:
1. A schedule of revenue and allowable costs allocated by funding source, and by program, for each program or activity identified as a Fee-for-Service Agreement with Purchaser, referenced as a line item on the Attachment I of a Purchase of Service Contract and for each Community Based Residential Facility (CBRF). The schedule(s) shall be compiled by Provider's independent public accountant, with an accountant's compilation report, for the period from the close of Provider's fiscal year through the end of the calendar year, on or before June 30, 2010, or such later date that is mutually acceptable to Provider and County.
  2. If Provider's fiscal year encompasses two contract years, Provider shall submit a "bridging schedule" prepared by a CPA accountant, which identifies program revenues and allowable costs for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.
- E. Provider shall maintain records for audit purposes for a period of at least four (4) years following the latter of contract termination or receipt of audit report.
- F. Provider who subcontracts (subrecipients) with other providers for the provision of care and Covered Services is required by federal and state regulations to monitor its subrecipients.

Provider shall have on file, and available for review by County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.

Subrecipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of County, the Milwaukee County Department of Audit and County's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the specifications of this Contract and the subcontract.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate state or federal agencies shall have the right of access to Service Documentation as may be requested to evaluate or confirm subrecipient's

program objectives, Participant case files, costs, rates and charges for the care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least four (4) years following the latter of contract termination, or receipt of subrecipient's audit report, if required.

**Subrecipient shall allow visual inspection of subrecipient's premises to County representatives and to representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time that care and Covered Services are being furnished.**

**G. Failure to Comply with Audit Requirements:**

If Provider fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County within the specified timeframe, County may:

1. Conduct an audit or arrange for an independent audit of Provider and charge the cost of completing the audit to Provider;
2. Charge Provider for all loss of federal or state aid or for penalties assessed to County because Provider did not submit a complete audit report within the required time frame;
3. Disallow the cost of the audit that did not meet the applicable standards; and/or
4. Withhold payment, cancel the contract/Agreement, or take other actions deemed by Purchaser to be necessary to protect the Purchaser's interests.

**H. County Waiver of Audit Requirements under this Section:**

If County has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Provider from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Provider to receive Purchaser funding under this Contract and other County Agreements at a level that would require an audit does not absolve Provider from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract.