

**2009 SCHEDULE A
COMMUNITY BASED RESIDENTIAL FACILITIES
SPC: 506**

The purpose of this contract is to purchase services from a Community Based Residential Facility (CBRF) as defined in Wisconsin Chapter HFS 83 for care and supervision and other supportive services which include but are not limited to: personal care, dressing, eating with some assistance, ambulation, medication monitoring, three nutritious meals per day including special diet and snacks, leisure time activities, and other services. The COUNTY is purchasing services from the PROVIDER for consumers enrolled in the Community Options Program (COP), Community Options Program-Waiver (COP-W) and Community Integration Program (CIP2). The PROVIDER must meet all applicable requirements for these programs.

1. GENERAL INFORMATION

- a. The PROVIDER and its facility site managers must provide orientation to all staff about each requirement listed in Schedule A, especially items related to direct care and services given to residents.

2. OTHER SERVICES OFFERED BY CBRF PROVIDER

- a. PROVIDER shall arrange medical examinations unless otherwise arranged by the resident or resident's family or guardian. The CBRF PROVIDER will follow through with medical recommendations.
- b. PROVIDER will provide or arrange for transportation to needed services.
- c. Whenever possible PROVIDER will offer community opportunities, such as outings to the senior center, church, library, and other social activities.
- d. PROVIDER will provide a clean, safe, and non-abusive environment.

3. RECORDS

PROVIDER shall maintain a record on each funded resident. The case manager may review these records upon request. The records should include, but are not limited to:

- a. If the CBRF is the designated party assisting the resident in the budgeting and spending of the personal maintenance allowance, a monthly ledger of all debits and credits.
- b. The resident's personal hygiene schedule and description of needed assistance, included in each resident's plan of care.
- c. Activities the resident has participated in and/or the resident's schedule of events.
- d. An ongoing record of resident's medical status: 1) mental health changes; 2) physical health changes; 3) medical appointments and other medical treatments, such as physical and occupational therapy.
- e. All prescription and non-prescription medications used by the resident and the schedule of medication administration.
- f. All medical treatment by injection administered by qualified staff.

4. QUALITY AND LICENSING STANDARDS FOR CBRFS

- a. The COUNTY has developed Quality Standards for CBRF PROVIDERS. The COUNTY expects the PROVIDERS to adhere to the standards and submit appropriate documents to the case managers and the COUNTY's contracted Provider's CBRF Specialist. The Quality Standards include the following areas: 1) Assessment and Admission; 2) Individual Service Plan; 3) Health and Medical Care; 4) Personal Care; 5) Emotional Well-Being; 6) Activity; 7) Food; 8) Staffing Level; 9) Staff Performance and Training; 10) Physical Environment; 11) Compliance with Wisconsin Chapter HFS 83.
- b. Regarding CBRF Licensing standards established by the State of Wisconsin. Where deficiencies exist for which the Wisconsin Department of Health and Family Services imposed forfeitures related to care, resident rights and safety, the COUNTY reserves the right to withhold payment until these deficiencies are adequately corrected as determined by the COUNTY.

5. CHANGE IN RESIDENT'S STATUS

Within one business day, the PROVIDER shall report to the case manager and legal guardian when the following significant changes occur:

- a. Injuries and changes in physical and mental status which require immediate attention of the CBRF staff, a physician, or emergency personnel;
- b. Proposed changes in a resident's living arrangement;
- c. Hospital admissions;
- d. Any emergency visit to a hospital or physician;
- e. Any allegation of physical, sexual or mental abuse of resident;
- f. Nursing home stays or admission;
- g. Death of the resident.

6. OTHER REQUIREMENTS

- a. Residents who wish to do so must be permitted to use their own furniture in their room within reasonable limits.

7. RESIDENTS RIGHTS

- a. The PROVIDER agrees to comply with applicable statutes and regulations that define the rights of the CBRF resident. The PROVIDER will actively foster these rights by incorporating them into facility management, philosophy, programming, training and personal interactions.

8. COST AND RATE-SETTING TOOL

- a. If the resident leaves the CBRF to receive therapeutic or recuperative services and the case manager assigned by the COUNTY believes that there is a likelihood of his/her return, the monthly rate will be made for 30 calendar days beginning the day after the resident leaves. If the resident does not return in 30 calendar days, no payment will be made to the CBRF.

- b. The COUNTY will not make any payments beyond the date of death: while in the care of the CBRF, in the hospital or during recuperative stays in a nursing home
- c. The COUNTY's Rate Setting Tool determines an individual's cost of care:
 - i). For any new CBRF placements.
 - ii). For increasing monthly payments to the PROVIDER for consumers already living at the CBRF.
- d. COUNTY will not pay the CBRF Provider's base rate that exceed the CBRF Rate Setting Policy established by the COUNTY's Long Term Support Committee.
- e. Federal and State resources are used to pay for a consumer's CBRF care. For the year 2009, the Federal and State programs do not include any cost of living increases.

ts:2009CBRF