CREATIVE CARE OPTIONS OF FOND DU LAC COUNTY

2009 Service Provider Contract

"We Excel in Person Centered, Outcome Based Managed Care"

«Provider»

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2009 CREATIVE CARE OPTIONS OF FOND DU LAC COUNTY PROVIDER PURCHASE OF SERVICE CONTRACT

General Information

This contract is between Creative Care Options of Fond du Lac County, a Managed Care Organization, hereinafter referred to as Creative Care Options, and «Provider», hereinafter referred to as Provider. This contract is effective «Effective_Date» through «Lapse_Date». Contract **# «Contract_RefID».**

Creative Care Options Information

Creative Care Options:

Address	50 North Portland Street Fond du Lac, WI 54935
Name of Contract Administrator:	Jill Burdette
Telephone	(920) 906-5127
Fax	(920) 906-5103
E-Mail	jill.burdette@fdlco.wi.gov

Service Provider Information

«Provider»:

Address	«Address» «CityState» «Zip»
Name of Contract Administrator	«Contact»
Telephone	«Phone»
Fax	_____
E-Mail	_____

Name of Provider Personnel Responsible for Ensuring Adherence to Civil Rights Compliance:

_____

Name of Provider Personnel Responsible for Billing and Fiscal:

_____

Provider Fiscal Year Ends _____

Provider Employer Identification # _____

National Provider Identification # _____

In the event either entity's administrator is unable to administer this contract, entity will contact the other and designate a new administrator.

Definitions

Creative Care Options (CCO)
Creative Care Options is a managed care organization and a department of Fond du Lac County contracted with Wisconsin Department of Health Services to administrator the Family Care benefit in Fond du Lac County per the 2009 Health and Community Supports Contract and HFS 10.

Provider
Provider is the organization, entity, or individual contracting with Creative Care Options to provide authorized services per this agreement.

Member
A member is an individual enrolled in Creative Care Options.

Signatures

This contract becomes null and void if the time between Creative Care Options' authorized representative signature and Provider's authorized signature on this contract exceeds sixty days.

Creative Care Options

Print Name Jim Meisinger
Print Title Director

Signature_____ Date_____

«Provider»

Print Name _____

Print Title _____

Signature_____ Date_____

Notices: «Contact» at «Provider» shall be Provider's representative and Jim Meisinger at Creative Care Options shall be Creative Care Options' representative for purposes of receiving notices, requests for information, and other communications.

Assignment. This contract is not assignable by Provider either in whole or in part, without written consent of Creative Care Options.

Addendum 1

«Provider»
Contract # «Contract_RefID»

1. RATES

The definition(s) listed below shall be the definition(s) of service for this contract.

SPC	Service Description	Rate

Agreed-upon

services and annual contract rates are listed for each provider and each service.

Article 1 Audit

Section 1.1 Type of Audit

Provider shall submit an annual audit to Creative Care Options if the total amount of annual funding from Creative Care Options is $75,000 or more. Creative Care Options requires an agency-wide audit unless a request by provider to submit alternative audit material is received in writing to Creative Care Options prior to initiating annual contract. Alternative audits considered by Creative Care Options will include program audits or agreed-upon procedures.

Section 1.2 Audit Standards

Provider agency-wide audit shall be in accordance with the requirements of OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" (available online at www.whitehouse.gov/omb/circulars) if the provider meets the criteria of the Circulars for needing an audit in accordance with that Circular. The audit shall also be in accordance with the following department standards:

a. The State Single Audit Guidelines (on line at www.ssag.state.wi.us) if the Provider is a local government that meets the criteria of OMB Circular A-133 for needing an audit in accordance with that Circular, or
b. The Provider Agency Audit Guide (online at www.dhfs.state.wi.us/grants) for all other providers.

Section 1.3 Audit Schedule

Provider shall send the required reporting package, including financial opinion, internal control statement, management letter, and compliance opinion to Creative Care Options. The reporting package is due within 180 days of the end of the Provider's fiscal year or within thirty (30) days of receipt by Provider, whichever is earlier.

Section 1.4 Access to Auditor's Work Papers

When contracting with an audit firm, Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of Creative Care Options. Such access shall include the right to obtain copies of the work papers and computer disks or other electronic media which document the audit work.

Section 1.5 Failure to Comply with the Audit Requirements

In the event Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to Creative Care Options within the specified timeframe, Creative Care Options may:

a. Conduct an audit or arrange for an independent audit of provider and charge the cost of completing the audit to Provider;
b. Charge Provider for all loss of federal or state aid or for penalties assessed to the Creative Care Options because Provider did not submit a complete audit report within the required time frame;
c. Disallow the cost of the audit that did not meet the applicable standards; and/or
d. Withhold payment, cancel the contract, or take other actions deemed necessary by Creative Care Options to protect Creative Care Options' interest.

Section 1.6 Audit Results
Reference Article 17 Payment and Allowable Cost for affects of audit findings.

Article 2 Caregiver Background Checks

Article 2 Caregiver Background Checks
Creative Care Options and Provider agree protection of people served under this contract is paramount to the intent of the contract. In order to protect the people served, the Provider agrees to comply with the provisions of HFS 12, WI Administrative Code, online at http://www.legis.state.wi.us/rsb/code/hfs/hfs012.pdf and Caregiver Background Check Manual on-line at http://www.dhfs.state.wi.us/caregiver/publications/CgvrProgMan.htm.

Section 2.1 Background Checks
Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for Creative Care Options under this contract if such employee has contact with people served by Provider. Background checks will include background information disclosure form (BID), a response from the Department of Justice, and a letter from the Department of Family Services. Background checks will be in compliance with WI Administrative Code HFS 12 for entities regulated by regulation and licensing.

Section 2.2 Policy and Procedure
Providers agree to maintain a policy and procedure that clearly indicates employee requirements to notify employer of criminal arrests and convictions, how hiring decisions are assessed in relation to determining "substantially related" status, and that new background checks are conducted every four years or earlier if Provider has reason to believe a new check is necessary. A copy of Provider's Background Checklist, Policy and Procedure for conducting, maintaining, and assessing results of background check information, and Letter of Attestation describing how Provider follows the Background Policy and Procedure will be submitted with contract.

Section 2.3 Records
Provider shall maintain the results of background checks on its premises for at least the duration of the contract. Creative Care Options may request copies of any or all background checks for Provider employees to assure compliance with this provision and the State of Wisconsin Caregiver Background Check Manual.

Section 2.4 Assignment of Staff
Provider shall not assign any individual to conduct work under this contract who does not meet the requirements of the law.

Section 2.5 Notification to Creative Care Options
Provider shall notify Creative Care Options' Contract Administrator in writing within 1 business day of any employee charged with or convicted of any crime specified in HFS 12.07(2), any employee reported to caregiver registry, and any suspected employee violations related to care that may affect Creative Care Options' members.

Article 3 Civil Rights Compliance and Affirmative Action Plan

Article 3 Civil Rights Compliance Plan

Providers shall comply with the requirements of the current Affirmative Action and Civil Rights Compliance (CRC) Plan, online at http://dhs.wisconsin.gov/civilrights/Index.HTM or through the Department of Health Services, Office of Affirmative Action and Civil Rights Compliance, P.O. Box 7850, 1 West Wilson Street, Madison, WI 53707-7850, (608) 266-9372 (Voice), or (888) 701-1251(TTY).

Providers having more than 25 employees and receiving more than $25,000 from Creative Care Options must attach a Plan to this contract. Providers having less than 25 employees or receiving less than $25,000 from this contract must develop and attach a Letter of Assurance to this contract.

Section 3.1 Participation

No otherwise qualified person shall be excluded from participation in, be denied the benefits of or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, sexual orientation, religion, sex, disability, or age. This policy covers eligibility for and access to service delivery and treatment in all programs and activities. All employees of the Provider are expected to support goals and programmatic activities relating to nondiscrimination in service delivery.

Section 3.2 Employment

Except as s.111.337 WI Stats. permits, no otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, sexual orientation, color, sex, national origin or ancestry, handicap (as defined in Section 504 and the ADA), arrest or conviction record, marital status, political affiliation, or military participation. All employees are expected to support goals and programmatic activities relating to nondiscrimination in employment.

Section 3.3 Process

Provider shall post the Equal Opportunity Policy, the name of the Provider's Equal Opportunity Coordinator, and the discrimination complaint process in conspicuous places available to applicants, employees, and people who use Provider's services.

Section 3.4 DHFS Civil Rights Compliance

Provider agrees to comply with Wisconsin Department of Health Services' guidelines in CRC Standards and Resource Manual for Equal Opportunity in Service Delivery and Employment for Department of Health Services, its Service Providers, and their Subcontractors (October 1997 Edition).

Article 4 Claims Submission

Article 4 Claims Submission

Provider shall submit all clean claims as described in this agreement within forty-five (45) days of the date of service, or pursuant to Medicare and Medicaid coordination of benefits indicated herein, unless the parties agree to a longer period.

Billing Address: Creative Care Options, 50 North Portland Street, Fond du Lac, WI 54935

Section 4.1 Elements of Clean Claim

a. Copy of the letter of authorization or authorization number
b. Member name or member ID number
c. Number of units of service provided
d. Date of EACH service
e. Total fee
f. Explanation of Benefits (EOB) indicating amount paid by third party payer*
g. Net fee
h. Contract unit rate or Medical Assistance (HCPCS)* codes for MA services
i. National Standard Code* or SPC Code (indicated on Creative Care Options' authorization)
j. Medicare explanation of benefits for Medicare primary claims*
k. Diagnosis Code for member*
l. Provider National Identifier where applicable*

*Sections applicable to Medicaid/Medicare or other insurance coverage billable services.

Section 4.2 Billing Deadline

Provider shall submit all clean claims to Creative Care Options within forty-five (45) days of date of service or three hundred sixty-five (365) days from date of service for goods/services billed to other insurances. Explanation of benefits is required with claim when billing past forty-five (45) days. Claims submission in excess of this time frame must be under prior written approval from Creative Care Options.

Section 4.3 National Standard Codes

In the event a National Standard Code is assigned to the contract service(s), Provider must indicate this code in the billing format.

Section 4.4 Coordination of Benefits

Provider agrees to follow Coordination of Benefits ("COB") procedures established by the Wisconsin Office of the Commissioner of Insurance, acknowledging Creative Care Options is always secondary payer in circumstances where a member is covered by another party payer. If Creative Care Options is not primary in a COB situation, Provider will bill other primary party payers first**.** In the event the primary payer denies the claim or makes only a partial payment on the claim, Provider will submit invoices to Creative Care Options within forty-five (45) days of receiving the primary payer's denial or partial payment, but no later than three hundred sixty-five (365) days from date of service to Creative Care Options. Creative Care Options is a Medical Assistance payer, and as such is secondary to Medicare and other third party payers. Creative Care Options will pay coinsurance after a third party in accordance with Creative Care Options

policies and procedures and criteria indicated in Section 4.1.

Section 4.5 Reject Claims
Creative Care Options shall reject any claim that does not include the elements of a clean claim. Creative Care Options shall send the rejected claim back to the provider for correction and resubmission.

Section 4.6 Billing Format

Section 4.6.1 Medicaid Billing
Claims for Medicaid benefit goods and services authorized by Creative Care Options and covered in this contract must be submitted in a format acceptable to Wisconsin's Medical Assistance program, along with a copy of Creative Care Options' authorization or the authorization number included on the Provider claim form.

Section 4.6.2 Non Medicaid Billing
Claims for Non Medicaid goods and services authorized by Creative Care Options and covered in this contract shall be submitted in a format provided by Creative Care Options or Provider's format if approved prior by Creative Care Options. Providers choosing to bill in a format other than the format provided by Creative Care Options shall submit a copy of their claim form to Creative Care Options' Fiscal Department for review prior to the contract period. Elements necessary for Creative Care Options' utilization and reporting requirements must be incorporated into claims format to be acceptable to Creative Care Options.

Section 4.6.3 Claims Submission and CCO Utilization & Reporting Requirements
Provider is required to submit claims and adhere to Creative Care Options' authorization process in order to ensure Creative Care Options' ability to meet Department of Health Services' reporting requirements. Claims that do not meet criteria as indicated in this agreement will be returned to Provider for resubmission with necessary reporting elements.

Section 4.7 Creative Care Options' Claims Dispute Process
If Provider wishes to dispute a claim denial or partial claims payment, it may request Creative Care Options reconsider its action by filing a written request with Creative Care Options' Fiscal Department within sixty (60) days of Creative Care Options' action. Creative Care Options will review claims for reconsideration when submitted by a contracted provider under this Agreement.

Appeals from Providers must include the following characteristics:
1. Appeals must be clearly marked as "appeal" and addressed to the fiscal supervisor.
2. Resubmitted claims must be received within sixty (60) days of the Explanation of Benefits (EOB) or denial letter.
3. Claims must have all the elements of a clean claim as outlined in this contract, including Provider's name, date(s) of service, date of billing, date of rejection. Providers may request another copy of the letter of authorization from the clerical or fiscal staff for the month of the claim if they have no copy of their original.
4. Claims must include a written statement indicating why the denial is being appealed. If

more than one claim is being resubmitted each must have a reason statement or cover statement indicating that the reason for the appeal is the same for all resubmitted claims.

Creative Care Options will respond to the appeal within forty-five (45) days. Submit appeals to:

Fiscal Supervisor
Creative Care Options
50 North Portland Street
Fond du Lac, WI 54936-1869

Section 4.8 DHFS Claims Dispute Process
Providers may appeal Creative Care Options' appeal decisions to the Department of Health Services. In filing a request for reconsideration of appeal, Provider shall clearly mark it as an "appeal" and indicate the Provider's name, date of service, date of billing, date of rejection, and reasons for Provider's request for reconsideration. The Provider may appeal a reconsideration decision or failure of Creative Care Options to respond within forty-five (45) days of a reconsideration request by filing a written request to the Wisconsin Department of Health Services within sixty (60) days of Creative Care Options' final decision or failure to respond.

Creative Care Options Contract Administrator
Center for Delivery Systems Development
1 West Wilson, Room 518
PO Box 7851
Madison, WI 53707-7851

Section 4.9 Claims Appeal Policy and Procedure
Enclosed with this contract is a copy of Creative Care Options' Policy and Procedure 8.07, Provider Appeals of Unpaid and Underpaid Claims. Providers may request additional copies of this policy by contacting:

Network Manager
Creative Care Options
50 North Portland Street
Fond du Lac, WI 54935

Section 4.10 Withholdings
Creative Care Options may withhold any and all payments otherwise due Provider if the Provider fails to perform in accordance with this Article and may hold the payments until Provider corrects its failure to perform.

Article 5 Conditions of the Parties' Obligations

Article 5 Conditions of the Parties' Obligations

Section 5.1 Contingency
This contract is contingent upon authorization of Wisconsin and United States laws and any

material amendment or repeal of the same affecting relevant funding or authority shall serve to terminate this Agreement, except as further agreed to by the parties hereto.

Section 5.2 Powers and Duties
Nothing contained in this contract shall be constructed to supersede the lawful powers or duties of either party. Provider agrees no terms of this agreement are valid which terminate legal liability of Creative Care Options.

Section 5.3 Items Comprising the Contract
It is understood and agreed that the entire contract between the parties is contained herein, in conjunction with any application and related material submitted by Provider in order to obtain this agreement. This Agreement supersedes all oral agreements and negotiations between the parties related to the subject matter thereof.

Article 6 Confidentiality

Article 6 Confidentiality

Section 6.1 Member Confidentiality
Provider shall not use or disclose any information concerning eligible members receiving services from Provider for any purpose not connected with the administration of Provider's and Creative Care Options' responsibilities under this contract, except with the informed, written consent of member or their legal guardian, or as otherwise required by law.

Section 6.2 Contract not Confidential
Except for documents identifying specific members, the contract and all related documents are not confidential.

Article 7 Conflict of Interest

Article 7 Conflict of Interest
Provider shall ensure establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have business, are related, or have other ties.

Article 8 Debarment and Suspension

Article 8 Debarment and Suspension
Provider certifies through signing of this contract that neither Provider nor any of its principals are debarred, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency.

Section 8.1 Reporting Debarment or Suspension
Provider shall notify Creative Care Options within five (5) business days in writing if Provider or

its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency.

Article 9 Eligibility

Article 9 Eligibility
Provider shall provide services under this contract to individuals authorized for services. Provider and Creative Care Options agree the eligibility of individuals to receive services from Provider under this agreement is to be determined by Creative Care Options.

Section 9.1 Member Rights Concerning Eligibility and Services
Persons interested in enrolling in Creative Care Options can contact the Aging and Disability Resource Center (ADRC) for information. Providers can receive information on the ADRC by calling (920) 929-3466.

Members' services are determined in an Individual Service Plan, developed by the member, guardian, and Creative Care Options' case manager and registered nurse. All services funded and reimbursed under this Agreement are to be prior authorized by Creative Care Options. Members have a right to appeal decisions of eligibility and services authorized by Creative Care Options. Providers can obtain information to assist members with this process by contacting Creative Care Options at (920) 906-5100 or the Member Relations Coordinator at (920) 906-5121.

Article 10 Financial Stability

Article 10 Financial Stability
Provider certifies through signature of this agreement to have or have access to sixty (60) days of operating expenses to sustain the cost of provision of services provided under this contract. Creative Care Options retains the right to request verification of Provider's financial stability.

Article 11 Health Insurance Portability & Accountability Act (HIPAA) of 1996

Section 11.1 General HIPAA Applicability
Provider agrees to comply with federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to services Provider provides or purchases with funds under this contract.

Section 11.2 Member Records
Provider shall maintain and preserve individual member records in accordance with established professional standards, applicable state and federal law, and HIPAA Privacy Standards. These records shall be safeguarded against loss, destruction, or unauthorized use and shall remain confidential as required by state and federal law. Members have the right to approve or refuse the release of personally identifiable information, except when such release is authorized by law.

Section 11.3 Billing and Collection Procedures
Creative Care Options and Provider must conduct any electronic health care administrative transactions covered by HIPAA consistent with the Electronic Transactions and Code Sets Rule. Providers interested in conducting electronic transactions with Creative Care Options shall contact Contract Administrator for Trading Partners Agreement.

Article 12 Indemnity and Insurance

Article 12 Indemnity and Insurance

Section 12.1 Indemnity
Provider agrees it will, at all times during the existence of this Contract, indemnify Creative Care Options against any and all loss, damages, and cost or expenses which Creative Care Options may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from members participating in or receiving the care and services furnished by the Provider under this Agreement. The provision of this paragraph shall not apply to liabilities, losses, charges, cost, or expenses caused by Creative Care Options.

Section 12.2 Insurance Coverage
Provider agrees that, in order to protect itself as well as Creative Care Options and Fond du Lac County, its officers, boards, and employees under the provisions set forth in this Article, Provider will at all times, during the terms of this contract, keep in force insurance policies issued by an insurance company authorized to do business and licensed in the State of Wisconsin. Unless otherwise specified in the Wisconsin Statutes for a given type of provider, the types of insurance coverage and minimum amounts shall be as follows:

COVERAGE	MINIMUM AMOUNT
1. Workers Compensation	Wisconsin Statutes
2. Comprehensive General Liability	$ 500,000
3. Auto Liability (if applicable)	$ 500,000
4. Professional Liability	$ 500,000
5. Umbrella Liability	$1,000,000

Provider acknowledges its indemnification liability to Creative Care Options is not limited by the limits of this insurance coverage.

Section 12.3 Notice
Creative Care Options shall be given thirty (30) days advance written notice of any cancellation or non-renewal of insurance during the term of this contract. Upon execution of this contract, Provider will furnish Creative Care Options with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Provider, or upon any matter herein indemnified against Provider, Provider shall within five (5) working days cause notice in writing thereof to be given to Creative Care Options by certified mail, addressed to its post office address. Creative Care Options shall cooperate with Provider and its attorneys in defense of any action, suit, or other proceedings

Section 12.4 Certificate of Insurance
Provider shall furnish Creative Care Options with a "Certificate of Insurance" verifying the existence of such insurance. Coverage limits, effective dates, and insurer's status to do business in Wisconsin will be verified by Creative Care Options prior to any payments for services in this Agreement.

Section 12.5 Withholdings
Execution of the terms of this agreement is contingent upon receipt of Provider Certification of Insurance. Payment for services provided under this contract will not be issued until Creative Care Options receives a valid Certificate of Insurance. Dates of insurance coverage will be tracked by Creative Care Options. In the event coverage ends during the duration of this agreement, a new Certificate of Insurance will be required prior to the issuance of additional payments.

Article 13 Independent Contractor

Article 13 Independent Contractor
The parties agree that each acts in an independent capacity in the performance of this contract and not as an employee, agent, or volunteer of the other.

Article 14 License, Certification, and Staffing

Article 14 License, Certification, and Staffing
Provider attests to meeting or exceeding all applicable OSHA and /or DWD requirements and other State and Federal laws.

Section 14.1 Licensure and Certification
Provider shall meet city, state, and federal service standards and applicable state licensure and certification requirements as expressed by ordinance and state and federal rules and regulations applicable to the services covered by this contract.

Section 14.2 Good Standing
Provider shall maintain in good standing all required permit, licensure, certification and/or accreditation during the term of this contract that allows them to provide services noted in this contract in the State of Wisconsin. A copy of applicable licensure, certification, or permit must be returned with annual signed contract.

Section 14.3 Medicaid Certified
Provider will be a certified Medicaid provider in the State of Wisconsin or will have met Creative Care Options' Provider standards as prescribed by Creative Care Options for services within the Medicaid benefit.

Section 14.4 Notification of Changes
Provider shall notify Creative Care Options of any changes, or threatened changes, to its Medicaid certification, licensure, permits or other certification or accreditation. Provider shall

notify Creative Care Options within three (3) business days of any and all contact to or from its licensing, certification, or accreditations if such contacts concern violations or suspected violations of said accreditations. When Provider contacts regulatory entity to report per said regulations, Creative Care Options shall be notified by Provider of all such contacts.

Section 14.5 Licensing Visits
Providers shall notify Creative Care Options' Contract Administrator of any visits by their licensing or other regulatory entities within three (3) business days of visit.

Section 14.6 Staffing
Provider shall ensure staff providing services under this contract are properly supervised and trained and meet all applicable licensing and certification requirements.

Article 15 Modification, Renewal and Termination

Article 15 Modification, Renewal and Termination

Section 15.1 Modifications
This contract may be amended at any time by the mutual agreement of the parties.

Section 15.2 Renewals
Provider or Creative Care Options may decide not to renew this contract. In such event, the party deciding not to renew shall notify the other in writing no later than sixty (60) days prior to the expiration of the contract.

Section 15.3 Annual Reviews
In the absence of sixty (60) days written notice of non-renewal by either party the terms of the existing contract will remain in effect beyond the calendar year while annual renewal is being negotiated.

Section 15.4 Termination or Suspension

Section 15.4.1 60 days
This contract may be terminated or suspended for any reason upon mutual consent or upon sixty (60) days prior written notice by the party wishing to terminate.

Section 15.4.2 Material Breach
Creative Care Options may immediately terminate or suspend the contract if Provider has committed a material breach, provided Creative Care Options has given Provider notice of such breach and Provider has failed to cure the breach within thirty (30) days after receipt of such notice.

Section 15.4.3 Health and Safety
Creative Care Options may immediately terminate a contract when the health or safety of a member or members is endangered by continued use of Provider.

Section 15.4.4 Transition
If the contract expires without renewal or is earlier terminated, Provider agrees to cooperate in transitioning its services under this contract to Creative Care Options or to another provider.

Section 15.4.5 Suspension
Creative Care Options may suspend referrals and/or expansion in use of Provider services for any violations of terms of this agreement pending correction of breach. Contract may be terminated if resolution is not reached.

Section 15.5 Appeal of CCO's Termination or Suspension of Contract

Providers may appeal Creative Care Options' decision to terminate or suspend contract within thirty (30) days of notice by submitting written appeal to:

Attn Network Manager
Creative Care Options
50 North Portland Street
Fond du Lac, WI 54935

Written appeals received within thirty (30) days of Creative Care Options' notice will be reviewed by Creative Care Options' Management.

Article 16 OSHA Requirements

Article 16 OSH Requirements.
Provider attests to meeting applicable OSHA requirements.

Article 17 Payment and Allowable Costs

Article 17 Payment and Allowable Costs

Section 17.1 Amount Paid Under Contract
Total payment under this contract will be based upon the amount of service authorized by Creative Care Options and the amount of service performed by the Provider. It is understood and agreed by all parties Creative Care Options assumes no obligation to purchase from Provider any minimum amount of services. Providers of Medicare/Medicaid benefit services agree to submit Medicare explanation of benefits to Creative Care Options for goods and services payable by Medicare.

Section 17.2 Rates
Creative Care Options shall pay Provider unit rate(s) listed in Rate Addendum of this contract. Units of service will be determined by Creative Care Options and prior authorized by Creative Care Options for each member.

Section 17.3 Prior Authorization
Creative Care Options will prior authorize service(s) for specific member(s). Providers are responsible for obtaining prior authorization before delivery of services. The contracted rate(s) for each service(s) are indicated in Rate Addendum. Units of service will be specific to each member and will be indicated via a letter of authorization for each individual member served.

Section 17.4 Business Hours Prior Authorization
For prior authorization requests during business hours, Provider shall contact the care management team.

Section 17.5 After Hours Authorization
For prior authorization needed outside of regular business hours, Provider can contact Creative Care Options' on-call staff by phone at (920) 906-5177.

Section 17.6 Prior Authorization Elements
The letter of authorization from Creative Care Options includes:

a. Service Type
b. Number of Units
c. Funding Source
d. Effective Dates
e. Frequency Schedule

Section 17.7 Services in Excess of Authorization
Creative Care Options will not be obligated to pay for services not prior authorized or for services that exceed the authorized rate or units.

Section 17.8 Payment Amounts
For services performed under this contract and provided to a member, Provider agrees to accept payments made by Creative Care Options and/or any third party payers as payment in full and will not bill members or the Wisconsin Department of Health Services for amounts not fully paid by Creative Care Options. In the event Provider offers services to Members for goods and services not part of the Family Care benefit and/or in excess of standards set forth and agreed to in this agreement, and/or other regulatory or licensing expectation of Provider, Provider must inform Creative Care Options in writing of the specific services, units, and cost to Members for the services. Creative Care Options will review written material for compliance with services set forth in Provider contract and requirements, notify Member of their right to obtain services within the Family Care benefit, and respond to Provider in writing acknowledging receipt of notice to provide and bill services to Members. Providers failing to comply with the restrictive criteria for billing Members will be subject to sanctions and termination of agreement for failure to comply. This provision continues in effect even if Creative Care Options becomes insolvent. Providers will be allowed to bill and collect from members for Medicare services per Medicare requirements.

Section 17.9 Allowable Cost
Provider shall return to Creative Care Options funds paid in excess of allowable cost of standard programs provided. If Provider fails to return funds paid in excess of allowable cost of standard programs provided, Creative Care Options shall recover from Provider any money paid in excess of allowable costs from subsequent payments made to the Provider. Allowable cost of standard programs shall be determined pursuant to Department of Health Services' Accounting Principles and Allowable Cost Policies Manual.

Section 17.10 Proposed Budget and Allowable Cost
Acceptance of Provider budget sheets and annual application submitted in conjunction with contract rate negotiations cannot be seen as acceptance of every expenditure made by Provider. Allowability of expenditures will be monitored during contract and tested by Independent Auditor at conclusion of contract period for final acceptability.

Section 17.11 Timeliness of Payment
Creative Care Options shall pay 90% of clean claims within thirty (30) days of receipt of the claim. One hundred percent of clean claims will be reimbursed within ninety (90) days of receipt.

Article 18 Prohibited Practices

Article 18 Prohibited Practices
Providers are prohibited from any communication, activities, or written material making any assertion or statement, that Creative Care Options or Provider is endorsed by CMS, the Federal or State government, or any other entity. Any marketing material or presentations by Provider referencing Creative Care Options or related funding requires prior approval of Creative Care Options. Material can be submitted to Creative Care Options Contract Administrator for review.

Article 19 Provision of Services

Article 19 Provision of Services
Provider will provide services meeting standards as evaluated by evidence of compliance with provision of service criteria outlined here and service specific addenda attached to this contract where applicable.

Section 19.1 Access and Timeliness of Services
Provider must not create barriers to access services which have been authorized by Creative Care Options by any requirements it imposes. Providers may not establish restricts to limit access to services for Creative Care Options Members. Provider agrees to initiate the provision of services authorized by Creative Care Options as requested in the letter of authorization and agreed to by both parties.

Section 19.1.1 Access and Timeliness of Services Evidence of Compliance

1. Providers will not limit hours of service or access to service by creating restrictive rules for Creative Care Options' Members served under this contract.
2. Provider will ensure the initiating of authorized services as indicated in the letter of authorization and agree to immediately report to Creative Care Options any lag or delay in the provision of timely services.

Section 19.2 Member-Specific Services Standard

Provider's services are tailored to individual member outcome(s).

Section 19.2.1 Member-Specific Services Evidence of Compliance

1. Member reports outcomes are being satisfactorily met.
2. Member reports being adequately involved in care plan.
3. Service decisions are made with the member's involvement.
4. Services are provided in a culturally competent manner.
5. Performance surveys conducted by Creative Care Options' IDTs illustrate members are treated respectfully by Provider.

Section 19.3 Communication Standards

Provider communicates well with member, Creative Care Options' staff, and member's informal supports.

Section 19.3.1 Communication Standards Evidence of Compliance

1. Provider reports change in member's condition, injury, illness, hospitalization, and deterioration in condition to Creative Care Options. A change in condition that does not require additional service authorization may be reported by phone during normal business hours to the member's Care Manager or Registered Nurse or another member of the care management team. For a change in condition that necessitates additional or different services to be authorized by Creative Care Options, Provider will call the 24-hour Creative Care Options' number at (920) 906-5177.
2. Provider collects and reviews member satisfaction surveys.
3. Provider shares internal and external satisfaction survey information with Creative Care Options.
4. Provider participates, as requested, in case review, staffing, and service planning.
5. Provider notifies Creative Care Options of any licensure visits, certification or regulation reviews, and/or citations within three (3) business days of visit.
6. Providers contact Creative Care Options' Case Manager or Registered Nurse between 8:00 a.m. to 4:30 p.m. Monday through Friday in the following instances:
    a. A member needs services authorized by Creative Care Options*
    b. Scheduling an appointment for a member
    c. Follow-up results from appointments
    d. A member has a change in condition;
        i. Medical, personal or financial changes
        ii. A member is hospitalized or visits the ER
    e. Planning a staffing
    f. A medication is changed, added, or deleted

g. A room change for members in residential settings
h. Death of a Member, anticipated or unexpected
i. Concerns expressed by Member or on behalf of a Member related to care or needs
j. An Critical Incident occurs with a member
    i. Alleged, suspected or observed member abuse, neglect, or exploitation
    ii. Emergency personnel contact (police, EMTs, fire) with a member
    iii. Any fall resulting in an injury
    iv. An injury
    v. Destruction of property
    vi. Significant behavioral event
    vii. Medication error

Section 19.4 Safety Standard
Members are safe and unacceptable risk is avoided.

Section 19.4.1 Safety Standards Evidence of Compliance
1. Provider complies with applicable State and Federal rules, regulations, and licensure.
2. Provider's staff are appropriately screened and trained by Provider and have background checks as required by Administrative Rule.
3. Provider shares with Creative Care Options: member complaints, grievances, and incident reports.
4. Provider communicates to Creative Care Options unsafe conditions when observed.
5. Provider works with Creative Care Options to determine member-accepted risk.
6. Provider modifies services as directed by Creative Care Options staff.
7. Provider notifies Creative Care Options if there is a situation where Provider cannot provide authorized services.
8. Provider has policies and procedures for coverage of services that assure health and safety of members.

Section 19.5 Critical Incident Reporting Standards
Provider recognizes, responds, reviews, and reports Member critical incidents:

1. Recognizing incidents in which harm has occurred
2. Responding to incident(s) in a way that, to the extent possible, ameliorates harm that has occurred and prevents future harm.
3. Analyzing incidents to reduce or eliminate causes of such harm.
4. Provider agrees to furnish Creative Care Options with copies of their incident reports for events concerning individuals covered under the terms of this contract.

Section 19.5.1 Critical Incident Reporting Evidence of Compliance
1. Providers report critical incidents as defined above to Creative Care Options as soon as possible after the discovery of the incident.
2. Deaths must be reported to the Creative Care Options within twenty-four (24) hours, whether unexpected or not.
3. Providers cooperate with Creative Care Options in investigation of any alleged critical incident through access to records, staff, and any other relevant sources of information.

Article 20 Quality Assurance/ Quality Improvement Programs

Article 20 Quality Assurance/Quality Improvement.
Provider agrees to participate to the extent requested by Creative Care Options in quality assurance/quality improvement programs. Provider specifically agrees to share service quality information it generates regarding its services, such as, satisfaction survey results, focus group findings, self-surveys, etc.

Article 21 Rights and Grievance Procedure

Article 21 Rights and Grievances
Wisconsin Statues 51.61 and Administrative Code HFS 94 define rights and grievance procedures for people served under this contract. The purpose of this contract article is to ensure providers of services understand and comply with the requirements for rights and grievance resolution.

Section 21.1 Provider Internal Rights & Complaint and Grievance Process
Provider agrees to establish and maintain its own internal rights and complaint and grievance process. Provider agrees to fully cooperate with Creative Care Options in researching and resolving Members' complaints and grievances. Such cooperation will specifically include furnishing information on Member complaints and grievances to Creative Care Options within five (5) working days of the occurrence of the complaint or grievance.

Section 21.2 Submit Compliant and Grievance Report to Creative Care Options
Provider shall submit an annual summary of complaints/grievances and resolutions received during the contract period to Creative Care Options within thirty (30) days of the end of contract period.

Section 21.3 Cooperation
Provider agrees to cooperate with Creative Care Options in efforts regarding Member grievances that may involve Provider.

Article 22 Records

Article 22 Records

Section 22.1 Maintenance of Records
Provider shall maintain and retain records and financial statements as required by state and federal laws, rules, and regulations. Records shall be retained for a period of not less than five (5) years from the date the contract ends. Records involving matters that are the subject of litigation shall be retained for a period of not less than five (5) years following the termination of litigation. Upon expiration of the five (5) year retention period, Provider may destroy records under this agreement unless a specific request to retain a record is made by Creative Care Options or other laws, rules, or regulations of Provider require a longer time frame.

Section 22.2 Creative Care Options Access to Records
Provider shall permit appropriate representatives of Creative Care Options to have timely access to Provider's records and financial statements as necessary to review Provider's compliance with contract requirements.

Section 22.3 Access to Premises
Provider shall allow duly authorized agents or representatives of Creative Care Options, Wisconsin Department of Health Services, or federal Department of Health and Human Services access to its premises to inspect, audit, monitor, or otherwise evaluate performance of Provider and its subcontractors, if any. In the event access is requested, Provider shall make staff available to assist in the audit or inspection effort and provide adequate space on the premises to reasonably accommodate personnel. All inspections and audits will be conducted in a manner to not unduly interfere with the performance of Provider's activities.

Section 22.4 Member Access
Members shall have access to their records in accordance with applicable state or federal law. Provider shall use its best efforts to make records available to Members or their authorized representatives within ten (10) working days of the record request.

Section 22.5 Records Transfer
Provider shall have procedures to provide for the prompt transfer of records and exchange of information to Creative Care Options and other providers for the purposes of managing the Members' medical and long-term care and providing referral services.

Section 22.6 Accounting Records
Provider agrees to maintain and preserve its accounting and other financial management records pertaining to this contract in a form and manner consistent with all applicable state and federal laws and principles of proper accounting and financial management.

Article 23 Reporting

Article 23 Reporting
Reporting requirements applicable under this contract are indicated in Service Addendum.

Article 24 Subcontracting by Provider

Article 24 Subcontracting by Provider
Subcontracting any or all of the requirements of this agreement by Provider is subject to prior approval by Creative Care Options.