

BIDDER'S COMPANY NAME

## REQUEST FOR PROPOSAL

#6042

# Community Living Facilities for Persons with a Developmental Disability with High Support Needs

**October 1, 2003 through September 30, 2006**

Prepared by:

Washtenaw Community Health Organization  
555 Towner Boulevard  
P.O. Box 915  
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**WASHTENAW COUNTY**  
Finance Department  
Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645  
Phone (734) 222-6760, Fax (734) 222-6764

**REQUEST FOR PROPOSAL # 6042**

March 24, 2003

Washtenaw County Purchasing Division on behalf of Washtenaw Community Health Organization (WCHO) is requesting proposals from potential bidders for Community Living Facilities for Persons with a Developmental Disability with High Support Needs.

**Sealed Proposals:** Vendor will deliver one (1) original with an original signature and four (4) copies which are clearly marked as such to the following address:

**Washtenaw County  
Administration Building  
Purchasing Division  
220 N. Main St. Room B-35  
P.O.Box 8645  
Ann Arbor, MI. 48107**

**by 2:00 p.m. on Monday, APRIL 28, 2003.**

There will be a **mandatory bidders conference** at **3:00pm** on **March 28, 2003** at the Washtenaw County Library (LLRC) located in the Washtenaw County Service Center, 4135 Washtenaw Avenue. All potential bidders are required to attend, as no questions raised and discussed at the bidders conference will be entertained subsequently.

**Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.**

- The envelope must be clearly marked "SEALED RFP #6042".
- Please direct purchasing and procedural questions regarding this RFP to Anne Strieter at (734) 222-6760.
- Please direct specific technical questions regarding this RFP to Lorin Burgess at the Washtenaw Community Health Organization at (734) 484-6620.

## **TIMELINE FOR RFP # 6042**

Bid to WCHO Board of Directors for review	3-18-2003
Letter notifying potential contractors of bid	3-19-2003
Bid sent to printing	3-20-2003
Bid advertised in local newspapers	3-23-2003 (estimated date)
Bid available to bidders at Purchasing Department	3-24-2003
Bidders Conference and Technical Assistance (mandatory)	3-28-2003
Bid submission deadline	4-28-2003 (2:00 pm)
Bid opening	4-28-2003 (2:00 pm)
Bidder site reviews/interviews begin	4-29-2003
Award recommendations approved by WCHO Board of Directors	6-17-2003
Award notices	7-18-2003
Contracts prepared by	8-2003

### **Introduction**

On behalf of the Community Mental Health Partnership of Southeast Michigan (CMHPSM), the Washtenaw Community Health Organization (WCHO) is requesting proposals from potential bidders for a selection of community living facilities for persons with a developmental disability with high support needs in Washtenaw, Lenawee, and Monroe Counties. These services include working directly with Community Mental Health staff from Lenawee, and Monroe Counties, and Washtenaw County Community Support and Treatment Services (CSTS) for persons residing in the homes outlined. CSTS and local the CMHs are the designated Comprehensive Specialty Services Providers in their respective counties that provide supports coordination and other professional services with consumers living in the homes.

The goal of the WCHO is to empower individuals to be as self reliant as possible. The WCHO follows the principles of person centered planning and self-determination for all persons. Services available vary in levels and intensity.

### **Issuing Office**

This Request for Proposals is issued by the Washtenaw Community Health Organization. The WCHO is utilizing the services of the Washtenaw County Purchasing Department to assist in the issuing of this RFP. All questions regarding procedures with bidding should be directed to the Washtenaw County Purchasing Department and all questions regarding the services detailed in the RFP should be directed to the Washtenaw Community Health Organization.

RFP #6042 Community Living Facilities for Persons with a Developmental Disability with High Support Needs  
**Mandatory Bidders Conference**

A mandatory bidders conference will be held on March 28, 2003 at 3:00 pm at the Washtenaw County Library (LLRC) located at the Washtenaw County Service Center 4135 Washtenaw Avenue. **All potential bidders are required to attend.**

The bidders conference is an opportunity to ensure that all perspective bidders have the same understanding of the requirements for successfully submitting a bid. The WCHO is requiring attendance to avoid any possible misunderstanding that compromise the procurement process. It is expected that the dialogue between the WCHO and prospective bidders will facilitate a better understanding of the specific requirements for awarding a contract. Therefore, bids will only be accepted from entities attending the bidders conference.

**Investment Outcome Model**

The Washtenaw Community Health Organization is moving towards the concept of outcome funding, where the WCHO is the investor of services versus simply funding services. This application packet will continue to demonstrate the change in the framework from funding source to investor. Applicants that are unfamiliar with the Investment Outcome Model may refer to the glossary for definitions. In responding to the questions in this RFP, please demonstrate your awareness of this new model from funding source to investor. **When preparing the application, keep in mind that any outcome proposed in this model should include the following elements that are defined in the glossary: Customer, Implementer/Key People, Milestone, Performance Target, Program Outcome and Verification.**

**Proposal Due Date**

An original proposal with signature and four copies in a sealed envelope must be submitted to the Washtenaw County Purchasing Department by April 28, 2003 at 2:00 pm. Late proposals will not be accepted.

All bids should be typed and double-spaced. DO NOT BIND OR PLACE THE PROPOSAL IN A HARD COVER. Bids must be submitted in the format provided. Specifications for attachments and the order of those attachments are noted in the application.

Late proposals and proposals that are not in compliance with RFP guidelines will not be considered.

**Criteria for Judging Bids**

The Washtenaw Community Health Organization reserves the right to reject all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept any bid determined through the review process to represent the best interest of Washtenaw Community Health Organization and its customers. Bids will be scored based on pre-established criteria, which, to a large extent, will include Person Centered Planning and customer satisfaction.

All bids will be evaluated by a committee of WCHO staff, designees, and/or Board members and consumers utilizing the following criteria:

**Total Written Application= 100 points**

**History of the Bidder: 40 total points**

- 30 points      **Site review**
- 10 points      **Consumer/Family Satisfaction Survey**

**General Application: 40 total points**

- No points      **Basic Requirements** (bid not accepted if incomplete)
- 10 points      **Accreditation Status**
- 15 points      **Human Resources/Training/Organizational Chart w/attachments**
- 15 points      **Finance**

**Home Specific Application: 20 total points**

- 5 points      **Home specific question submitted by CSTS & CMHs**
- 15 points      **Performance Improvement (related to specific home)**

**Interview=25 points**

Each provider not eliminated after the written application is scored will be interviewed. The interview team will consist of representatives from WCHO Provider Relations, WCHO finance, CSTS/CMH clinical team, and a consumer. Questions and scoring criteria will be formulated based partially on focus group results. Providers will be asked 5 questions each. Final score will be an average of the 4 interviewers' totals. Interview scores will be added to the scores obtained in the General Application and Individual Home Application(s).

If, after the application/site review/interview process is complete, the current provider does not score the highest, an interview with the current & possible new provider may occur. WCHO, CSTS/CMH, and consumer or family representatives from the affected home(s) will conduct the interview and submit the final recommendation.

**Site**

The Washtenaw Community Health Organization will retain responsibility for site identification and procurement. Selection of a service provider is separate from site identification and leasing. Service providers with a potential site should indicate so in their proposal, however, selection of a provider for service provision does not ensure use of the service provider's site. A separate Request for Proposals has been issued for investors who own sites available for lease.

### **Transition Planning**

In the event a services contract is awarded to a provider other than the current service provider, a transition plan shall be negotiated between the WCHO and the current provider. This plan shall take into account the following factors: minimal disruption of continuity of service for consumers, the timeframe in which the new service provider plans to assume contractual obligations, procurement of any required license and/or certification by the new service provider and, to the extent possible, minimal disruption to the operations of the current provider. In any event, transition planning will be completed within the August 2003 – October 2003 time frame.

### **Reporting**

The Washtenaw Community Health Organization, in coordination with the local Boards that issue the contract, will stipulate reporting requirements. Bidder must be able to meet reporting requirements as required by the WCHO and local boards. Exact ongoing requirements will be outlined and made part of the contract.

### **Services Available for Bid**

Services and the supports for which proposals are sought are listed below. Innovative proposals with an emphasis on community based living are particularly invited. A sample of the Licensed Settings contract is attached. This sample contract should only be used for basic reference of contractual requirements. Bidders may submit proposals for more than one home.

### **Person Centered Planning**

In keeping with the philosophy of Person Centered Planning, the consumer, in conjunction with his/her Supports Coordinator and significant others of the consumer's choice, develops a Person Centered Plan. Service Provider staff is responsible for implementing identified portions of the Person Centered Plan for each consumer. Service Provider staff is responsible for documenting the delivery of services in a format provided or approved by the Washtenaw Community Health Organization or designee. Progress toward goals is reviewed a minimum of once per month.

Washtenaw County Community Support and Treatment Services (CSTS) and local CMHs will provide supports coordination in their respective counties. Supports Coordination provides coordination of services in addition to support planning. Additional mental health service needs identified in the Person Centered Plan are met by staff of CSTS, local CMHs or other contractual service providers.

## Description of Homes

### **Enhanced:**

Individuals require a higher degree of supports and assistance with activities of daily living, personal care, community access and participation. Individuals may require regular intervention and more formal regular support plans to ensure that health and safety needs are met. Professional interventions/plans have been implemented, and it has been demonstrated that the individuals' needs cannot be met without a high degree of personal supports. Individuals may experience more prolonged periods of exacerbation of medical or behavioral support needs (30 to 90 days), but generally achieve a baseline of support. In general, supports are maintained with an average staff range of 19,000 – 22,999 hours per year for a six-bed facility. The majority of consumers will be able to participate in community based supports during the day. Exceptions may be elderly individuals who have retired and prefer to remain at home during the day.

**CPT CODE- S5140 Adult Foster Care**

### **HOME #1: Island Lake (Washtenaw)**

Located on a dirt road, yet very close to freeway access, this large ranch-style home has a fenced backyard and a country ambiance. There are four bedrooms, and the home is licensed for six. Presently, three men and three women live in this home. Two of the consumers use wheelchairs for mobility. All are home during the day with activities provided by the home staff. **Per diem=\$136.**

### **HOME #2: Glengarry Court (Washtenaw)**

Located in North Ann Arbor. Ranch style home with 4 bedrooms. The home is licensed for 6. Two males and four females currently reside there and all are ambulatory (one person is quite resistant and uses a wheelchair for distances). It is a very active home with several behavioral support plans. Two individuals receive in-home day programming, two individuals attend Washington Street Program for Community Independence, and two participate in P.A.C.E. groups in the community. **Per diem=\$136.**

### **HOME #3: Southlawn (Washtenaw)**

Located in Ypsilanti suburb and close to freeways and shopping areas. Southlawn is a ranch style home with four bedrooms. The home is licensed for 6. Currently 3 women and 3 men live there. Three are ambulatory and three are wheelchair dependent. Four individuals participate in in-home day programming, one is retired and one volunteers at the V.A. **Per diem=\$136.**

**HOME #4: Westhaven (Lenawee)**

Located in Tecumseh, the Westhaven home is a one level home licensed for 6 individuals. There are currently 4 female and 2 male residents. Two residents are ambulatory, four are non-ambulatory. One of the residents is blind. Three residents have severe seizure disorders. One resident requires tube feeding. One resident has a supra-pubic catheter. One resident has significant self-abusive behaviors, and another resident has a behavior plan that addresses property disruption. None of the residents is currently attending day program. **Per diem=\$136**

**HOME #5: Sunrise Meadows (Lenawee)**

Located in Hudson, Sunrise Meadows is a one level home licensed for 6. There are currently 5 males living in the home. All of the residents are severely to profoundly mentally retarded and have significant maladaptive behaviors including physical aggression towards others, severe self-abusive behaviors, and property disruption. Two of the five residents have seizure disorders. All of the residents are ambulatory. Three of the five residents attend day activity programs 2 days/week. **Per diem=\$136**

**HOME #6: Forrester Lane (Lenawee)**

Located in Adrian, Forrester Lane is a one level residence licensed for 6. There are currently 4 men and 2 women residents. All of the residents are severely to profoundly retarded. Two of the residents are also deaf and blind. Four of the residents are ambulatory, two are non-ambulatory. One resident has a seizure disorder. None of the residents is currently attending an outside day program. **Per diem=\$136**

**Intensive:**

Individuals require the highest level of support needs, generally due to significant medical support needs or high behavioral support needs. Individuals with high medical and personal care support needs may be regarded as medically fragile, with multiple complex medical problems. Individuals may require almost total support for basic activities of daily living. This may include tube feedings or highly specialized diets, administration of multiple medications, and high levels of support for bathing, toileting and positioning. Individuals are frequently dependant on adaptive technology for mobility and communication. For many individuals communication styles maybe highly personalized and require skill in discerning needs and preferences.

Individuals with high behavioral supports may require frequent support and direction toward positive functional activities. Individuals may display behavior that is destructive toward property or aggressive toward others.

Whenever possible, individuals participate in community based supports during the day; but based on medical needs, issues of aging or behavioral needs. Some individuals are served through the home setting 24 hours per day.

In general, supports are maintained with an average staff range of 23,000 – 26,000 hours per year for a six-bed facility.

**CPT CODE- S5140 Adult Foster Care**

**HOME #7: Maywood (Washtenaw)**

Located in the city of Chelsea on a paved road, this large ranch-style home is at the end of the street with a school across the road in a small town setting. There are four bedrooms, and the home is at licensed capacity with six residents. Four females and two males are the current residents. Wheelchairs are used for distances currently with two residents. Two consumers participate in in-home day programming, three are in PACE (People Accessing Community Experience) groups, and one is retired. **Per diem=\$161**

**HOME #8: Bateson (Washtenaw)**

Located on a dirt road, yet very close to the freeway and downtown Ann Arbor, this ranch-style home has a large backyard and a country atmosphere. There are four bedrooms, and the home is licensed for six. Presently, three men and three women live in the home. Four of the clients use wheelchairs for mobility, and the other two are ambulatory. Five consumers are home during the day with activities provided by the home staff. One person receives nourishment through tube feedings, two receive a pureed diet and on a ground diet. **Per diem=\$161**

**HOME #9: Judd Road (Washtenaw)**

Judd Road is a 4-bedroom ranch style home located on a dirt road in Saline. It has a large fenced backyard. Four females and two males reside there. One male is wheelchair dependent. Two individuals receive in-home day programming, two attend the Ann Arbor Community Center, one participates in a P.A.C.E. group, and one attends school at High Point Center. Three individuals have behavioral support plans. **Per diem=\$161**

**HOME #10: Pontiac Trail (Washtenaw)**

Located on a paved road in the northeast corner of the county, this large ranch style home has a fenced backyard and country ambiance. There are four bedrooms and the home is at capacity, licensed for six residents. Two females and four males are current residents. Four residents require wheelchairs for mobility. One resident requires a supportive behavior plan. All Pontiac Trail residents participate in activities provided by home staff. Two residents require their meals pureed and one ground. One resident requires one-to-one supervision with all meals. **Per diem=\$161**

**HOME #11: Clark (Washtenaw)**

Located on the north side of Ypsilanti, this large ranch-style home on an acre of land has a county atmosphere. There are four bedrooms, and the home is licensed for six. Presently, three men and three women live there. All six clients use wheelchairs for mobility. Four people participate in CMH programs during the day and one attends the High Point school in Ann Arbor. One stays home during the day. They have varied diets – ranging from ground to pureed – and all need assistance with eating their meals. **Per diem=\$161**

**HOME #12:Country Lane (Washtenaw)**

Located on a dirt road, yet very close to freeway access, this large ranch-style home has a fenced backyard and a country ambiance. There are four bedrooms, and the home is licensed for six. Six males currently live there, all of them ambulatory and active. Most of the men require supportive behavioral plans. One attends an ISD program, and the others participate in programming at the home during the day. **Per diem=\$161**

**HOME #13: Granby (Monroe)**

Granby Home is located in an upper middle class residential area of southern Monroe County, approximately one mile from the Ohio-Michigan border. The six-bed home currently has two male and four female consumers, each with multiple medical needs. All are on special diets, and only one is ambulatory. Three attend a day program 5 days per week, and one attends a day program 3 days a week, April through October. **Per diem=\$161**

**HOME #14: Borg (Monroe)**

Borg Home is located in an upper middle class residential area of southern Monroe County, approximately four miles from the Ohio-Michigan border. The six-bed home currently has five male consumers, each with multiple medical needs. All are on special diets, and all use a wheelchair. All attend a day program 3 days per week. **Per diem=\$161**

**HOME #15: Russell (Lenawee)**

Located in Tecumseh, the Russell Road home is a one level home licensed for 6 residents. All of the residents are non-ambulatory and considered medically fragile. One resident has a tracheostomy. Five require tube feedings. Health care plans also include suctioning and use of oxygen. One of the residents attends day program 2 days/week. **Per diem=\$161**

**Directions For Application Submission**

Your application package must be in the following order:

1. General Application
2. Individual Home Application(s)
3. All Attachments

**Instructions for Attachments:**

Check off each box below, confirming that you have included the attachment. Please make sure your attachments are clearly labeled, separated by cover sheets and in the following order:

**Attachments:**

- A COPY OF CURRENT LICENSE, CERTIFICATION, REGISTRATION AND ACCREDITATION
- MALPRACTICE SUIT INFORMATION FORM
- ATTESTATION-AUTHORIZATION TO DISCLOSE INFORMATION
- RELEASE OF INFORMATION FORM
- A COPY OF THE LAST SIX MONTHS BOARD MEETING MINUTES
- A COPY OF THE BOARD'S LAST 2 FISCAL AUDITS
- A COPY OF CURRENT CERTIFICATE OF LIABILITY COVERAGE
- ATTACHMENTS TO GENERAL APPLICATION AS SPECIFIED**

**General Application**

**FOR WASHTENAW COMMUNITY HEALTH ORGANIZATION USE ONLY  
DO NOT WRITE IN SHADED AREA**

**RFP # 6042**

**COMMUNITY LIVING FACILITIES FOR PERSONS WITH A  
DEVELOPMENTAL DISABILITY WITH HIGH SUPPORT NEEDS**

**Date  
Issued:**  
Oct 2003

**General  
Application  
Score:**

**Date  
Closed:**  
September  
2006

**AGENCY NAME:** \_\_\_\_\_

**Please check the home(s) on which your agency is bidding:**

**Washtenaw Homes:**

\_\_\_ **Island Lake**

\_\_\_ **Glengarry**

\_\_\_ **Southlawn**

\_\_\_ **Maywood**

\_\_\_ **Bateson**

\_\_\_ **Judd**

\_\_\_ **Pontiac Trail**

\_\_\_ **Clark**

\_\_\_ **Country Lane**

**Monroe Homes:**

\_\_\_ **Granby**

\_\_\_ **Borg**

**Lenawee Homes:**

\_\_\_ **Russell**

\_\_\_ **Westhaven**

\_\_\_ **Sunrise**

\_\_\_ **Forrester**

Identifying Information		
<b>Agency Name:</b> _____		
<b>Federal Tax ID Number</b> _____		
<b>Billing Street Address</b> _____		
<b>City</b> _____	<b>State</b> _____	<b>Zip</b> _____
<b>Billing Phone Number:</b> _____		
_____ <b>Director</b>	_____ <b>Emergency Contact Number</b>	
<b>Email Address:</b> _____		

Board Composition (attach additional sheets as needed)
Please list the names of your Board Members and the relationship/representation they hold/title _____ _____ _____ _____ _____

Accreditation/Certification

PLEASE ATTACH AN ADDITIONAL SHEET IF THERE IS INSUFFICIENT AMOUNT OF SPACE.

Is the agency currently accredited?  Yes  No  
If yes, by whom?

If the agency is not currently accredited but has applied for accreditation, when will the site visit by the accrediting body take place?

- Before July 1, 2003
- Before August 1, 2003
- Agency not planning to have an accreditation site visit before August 1, 2003

Has the agency ever had its accreditation revoked, suspended, or limited?  
 Yes  No  Not Applicable

Is there action pending to revoke, suspend, or limit the agency's accreditation?  
 Yes  No  Not Applicable

Has the agency's state license/certification ever been revoked, suspended, or limited?  
 Yes  No  Not Applicable

Is action pending to revoke, suspend or limit the agency's license/certification?  
 Yes  No  Not Applicable

Has the agency had any sanctions imposed by Medicare and/or Medicaid?  
 Yes  No  Not Applicable

If yes was answered to any of the above questions, please provide the current status and details on a separate sheet. Please include the following: description of incident, including correspondence with state licensing boards, and/or a detailed description of any litigation, including settlements, court awards etc.

**Agency Information—Please answer the following questions:**

What consumer population can your agency accommodate in terms of gender:

Male       Female       Both

Is your office handicap accessible?

Yes       No

Please list office hours:

Is your office accessible through public transportation?

Yes       No

Is your agency able to respond to urgent referrals within 24 hours of contact from the consumer of the WCHO/or designated organization?       Yes       No

Is your agency available to respond to scheduled interview appointments with potential consumers within 48 hours of contact from the WCHO/or designated organization?

Yes       No

If no what is the time frame?

Does the agency have 24 hour on call staff availability?

Yes       No

Does the agency use an answering service?

Yes       No

If Yes, provider name and phone number

How does the answering service contact staff?

Do agency staff have pagers/cell phones?       Yes       No

Does your agency use other providers to furnish call back coverage?

Yes       No

If yes, detail how a consumer/family member can reach staff in case of an emergency and how messages are handled when no one is available to respond to the answering machine:

Does your agency provide a number for consumers/family to call outside of regular office hours should staff not report or for other emergencies?

Yes       No

Please indicate which forms of documentation your agency currently uses:

- Daily written progress notes
- Weekly written progress notes
- Incident reports
- Consumer data tracking forms

**CURRENT MALPRACTICE LIABILITY INSURANCE INFORMATION**

Name of Insurer \_\_\_\_\_ Policy Number \_\_\_\_\_

Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

Amount of Coverage

Individual \$ \_\_\_\_\_ Minimum Required: Individual \_\_\_\_\_

Aggregate \$ \_\_\_\_\_ Aggregate \_\_\_\_\_

Please attach a copy of the face sheet of current certificate of liability coverage.

Have any malpractice claims been filed against the facility/group within the past ten years or are any currently pending?

Yes       No

Have any malpractice allegations involving the facility/group work ever been settled by your carrier prior to the filing of either a claim or a lawsuit?

Yes       No

If you answered yes to either question please complete the Malpractice Suit Information Form, explaining each claim or allegation, the circumstances, including relevant dates and how it was disposed.

<b>MALPRACTICE SUIT INFORMATION FORM</b>	<b>CONFIDENTIAL</b>
<p>Submit Individual Sheet for Each Case Settled and/or Pending in the Past Ten Years. Also submit additional sheets if needed. Copy Form as Necessary.</p>	
<p>If no claims, please indicate N/A_____</p>	
<p>Name of Case_____</p>	
<p>Case Number_____</p>	
<p>Court_____</p>	
<p>Date of Occurrence _____ Date Case Filed _____ Payment Due_____</p>	
<p>Allegations which are the basis of the claim:_____</p> <p>_____</p>	
<p>Description of Circumstances in the Case:_____</p> <p>_____</p>	
<p>Description of Facility/Group Participation in the Case:_____</p> <p>_____</p>	
<p>Description of Defense / Expert Witness Reviews in the Case:_____</p> <p>_____</p>	
<p>Disposition of Claim_____</p>	
<p>Date of Disposition_____ Amount of Judgment or Settlement_____</p>	
<p>Name(s) of the Defendant(s) Named in the Claim or Suite (if any)_____</p> <p>_____</p>	
<p>Disposition of other Defendants_____</p>	
<p>Amount of Judgment or Settlement_____</p>	
<p>Insurance Company(s) Involved (if any)_____</p>	
<p>I hereby certify that the above information is accurate and true and understand the information included in this form will be kept confidential and will only be used for credentialing/recredentialing. I understand that any information submitted on or with this form which is found to be false or intentionally misleading may result in rejection from Washtenaw Community Health Organization as a network provider</p>	
<p>Signature of Applicant_____ Date: _____</p>	

**ATTESTATION-AUTHORIZATION TO DISCLOSE INFORMATION**

I hereby certify on behalf of \_\_\_\_\_, that all information in this application and the copies of state license(s), certificates of insurance, and accreditation are true and accurate. I fully understand that any significant misstatements in or omissions from this application will void this application and any subsequent agreement on the part of WCHO regarding this agency participation in its provider network panel.

I also release from liability all individuals and organization who provide information in good faith and without malice at the request of the WCHO concerning this application.

I understand that the agency participating as a provider for WCHO is dependent upon review of this application and completion of the credentialing process.

---

Signature

Date

---

Title

---

Please Print Name

**Release of Information**

**WASHTENAW COMMUNITY HEALTH ORGANIZATION**

\_\_\_\_\_, have applied to be a Washtenaw Community Health  
Agency/Group Name  
Organization Service Provider. As part of the credentialing process, I must provide WCHO with  
information relating to my professional liability insurance coverage and malpractice claims  
experience. To facilitate this process, I authorize WCHO to contact \_\_\_\_\_  
Professional Liability Carrier  
\_\_\_\_\_ to obtain any and all information relating to my current  
professional liability coverage. I further authorize \_\_\_\_\_  
Professional Liability Carrier  
to release to WCHO any and all information relating to my past and current professional  
liability insurance claims experience.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

### **Questions for the General Application**

*Directions: Please complete the General Application and the Narrative Questions for the General Application only once. An Individual Home Application follows that must be completed for each home on which you are bidding.*

**Agency:**

**Person Completing this Application:**

**Services Agency Currently Provides:**

#### **Human Resources/Training/Organizational Chart**

##### **Required Attachments:**

- Please attach a training curriculum for the current year and the previous year. Curriculums should include required CMH (or CSTS) trainings, as well as agency-sponsored trainings. **NOTE: Only training curriculums from counties you are bidding on should be submitted.**
- In addition to the curriculums, please list the staff that attended each training (for both years), and verification of their attendance (i.e. sign-in sheet).
- Your agency's **current** organizational chart. In addition to the graphical representation of the agency's chain of command, include, or attach where necessary, the following elements:
  - Names and credentials of all management staff, including home managers. Proof of credentials must be attached.
  - Breakdown of staff's funding source and time. Show the percentage of staff's time funded by county, and the percentage of their time assigned to each county. If no contracts are currently held, show a projection.
  - If not reflected in the graphical representation, include the number of people managed by each staff.
- Your agency's projected organizational chart **if you were awarded all the homes on which you are bidding**. Include, attach the following elements where necessary:
  - Breakdown of staff's funding source and time. Show the percentage of staff's time funded by county, and the percentage of their time assigned to each county.
  - If not reflected in the graphical representation, include the number of people managed by each staff.

Describe your agency's process for the reviewing of personnel files. If there is a standard form, please attach it in addition to answering in narrative form.

Of your agency's direct care workers and home managers, what percentage has worked for your agency for 6 consecutive months or longer?



**c. How often are financial statements produced? What is your process of review? Who reviews and acts upon the financial reports? How often are the financial statements given to your board?**

**d. What financial structure is in place to process and submit claims and to monitor authorizations?**

**Internal Controls (Checks and Balances)**

- a. Describe the internal control system (division of labor) you have in place. Focus on the following areas: cash receipts, check processing, purchasing, invoicing**

**Finance Part II**

(note: new providers or those inexperienced in servicing community homes may indicate proposed system for each question)

**Consumer Funds (e.g. SSI, Food Stamps)**

**a. What is your system for protecting, monitoring and accounting for consumer funds?**

**b. How much cash belonging to consumers (on average) is maintained on the premises of the home for each type of cash? How often are these funds (or would these funds be) reconciled?**

**Individual Home Applications**

**Directions:** *There is one Individual Home Application for each home detailed in this RFP. Complete the Individual Home Application for each home that you are bidding on. You only need to complete the General Application one time, but must complete the Individual Home Application for each home on which you are bidding. Each application must have a General Application and at least one Individual Home Application.*

<b>Individual Home Application Bateson Home (Washtenaw)</b>
<p><b>Agency:</b></p> <p><b>Person Completing this Application:</b></p> <p>-----</p> <p>A consumer has a history of skin breakdown but refuses to allow staff to reposition her per RN guidelines. When her brief is changed, she insists on being put in her chair immediately and has a temper tantrum if staff doesn't comply. As a provider, what do you do?</p> <p>Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: <b>NUTRITION</b></p> <p>Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.</p>

**Individual Home Application  
Maywood Home (Washtenaw)**

**Agency:**

**Person Completing this Application:**

Describe how you would handle the following situation:

One consumer is engaging in self-injurious behavior. Four consumers are in various places in the home, and one consumer runs out of the house and sits down in the nearby school parking lot. There are two staff on shift.

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **CONSUMER & FAMILY INPUT**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Island Lake Home (Washtenaw)**

**Agency:**

**Person Completing this Application:**

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There is an ice and snow storm and the two midnight staff are coming to the end of their scheduled shift. The day shift cannot come in because the roads are impassable. The weather is not expected to improve for 2-3 days. How would you direct your staff?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **IN-HOME DAY PROGRAMMING**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Glengarry Home (Washtenaw)**

**Agency:**

**Person Completing this Application:**

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3 staff are on the p.m. shift. One staff is in the kitchen cooking, one staff is assisting a seizure consumer in the bathroom, and one staff is on an outing with a consumer. The phone rings and the staff in the kitchen answers. It is a guardian asking for information about a medical appointment for that same day. While staff goes to look for documentation, a consumer wanders into the kitchen and starts eating uncooked casserole (with raw eggs and meat) from the bowl. What do you do?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **STAFF RETENTION**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Judd Home (Washtenaw)**

**Agency:**

**Person Completing this Application:**

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There is a biting incident between two consumers, A & B. A staff talks with A's guardian and divulges specific information about B. A's guardian becomes concerned for health and safety of A and calls provider to obtain more information about B. What do you say to the guardian and how do you work with your staff on this issue?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **MEDICAL NEEDS/MEDICATION ADMINISTRATION**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Southlawn Home (Washtenaw)**

**Agency:**

**Person Completing this Application:**

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A consumer has had a serious health decline. The guardian is requesting a Do-Not-Resuscitate order in the home. How do you respond?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **STAFF TRAINING**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Clark Home (Washtenaw)**

**Agency:**

**Person Completing this Application:**

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A consumer has an eating regimen requested by a guardian involving pureed peanut butter sandwiches & vegetables together. This client has a long history of vomiting and weight loss. Staff are resistant to preparing food this way because of the way looks and smells and think he should be eating a more varied diet at home. How do you handle the situation?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **COMMUNITY INTEGRATION**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Country Lane Home (Washtenaw)**

**Agency:**

**Person Completing this Application:**

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Consumers are on an outing at a park. One consumer, who has a behavior plan, has a history of public urination. What steps do you take to prevent this, and what would you do if it occurred?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **MEDICAL NEEDS/MEDICATION ADMINISTRATION**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Pontiac Trail Home (Washtenaw)**

**Agency:**

**Person Completing this Application:**

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There is a consumer who requires constant oversight during meals, per his eating guidelines, due to choking hazard and is at risk of needing a feeding tube. There are two staff on shift, and this consumer is eating dinner. While one staff provides oversight, the other staff is dealing with the aftermath of a physically aggressive consumer biting another consumer. This staff needs assistance from the other staff. What should the staff do?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **IN-HOME DAY PROGRAMMING**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Granby Home (Monroe)**

**Agency:**

**Person Completing this Application:**

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As a provider, you have a consumer who has a terminal illness. The guardian is considering a Do-Not-Resuscitate Order. How would you, as provider, address this with the various involved individuals?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **NUTRITION**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Borg Home (Monroe)**

**Agency:**

**Person Completing this Application:**

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Considering the multiple medical and social needs, and the fragility of the consumers residing in the home, how would you approach community integration?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **MEDICAL NEEDS/MEDICATION ADMINISTRATION**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Russell Home (Lenawee)**

**Agency:**

**Person Completing this Application:**

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How would you approach discussions of health and safety with a resident who is severely physically impaired, medically fragile and cognitively and legally competent?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **COMMUNITY INTEGRATION**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Westhaven Home (Lenawee)**

**Agency:**

**Person Completing this Application:**

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Describe how you would address the challenges that might be presented by a resident who has severe self-abusive behaviors and is also blind and severely mentally retarded.

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **IN-HOME DAY PROGRAMMING**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Sunrise Meadows Home (Lenawee)**

**Agency:**

**Person Completing this Application:**

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What strategies have you found effective in preventing the occurrence of target maladaptive behaviors?

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **STAFF TRAINING**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

**Individual Home Application  
Forrester Lane Home (Lenawee)**

**Agency:**

**Person Completing this Application:**

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Discuss how the organization will provide opportunities for community participation for the residents of this home.

Using the Investment Outcome Model, propose an outcome for this home. The outcome for this home should be in the domain of: **STAFF RETENTION**

Utilizing your agency's performance improvement system, how would you respond if the target for this outcome was not met? Be sure to describe you agency's process for dissemination of performance improvement information.

## **Glossary of Terms**

### **Customer**

Customers are people who directly interact with an organization's product and its implementers. This interaction is intended to result in a change in customer behavior or condition in line with organizational outcomes and mission. The outcome framework prefers the term customer rather than consumer because customers have a choice about participation whereas consumers do not. Even those people who are required to participate in a program can choose not to, or can participate marginally so that no gain is made. Implementers need to think about how to appeal to the group they are working with as if that group is a customer.

### **Implementer/Key People**

Experience in result attainment offers one powerful lesson: the right people are just as important as the right program! A large part of the probability that an investment will lead to its intended return lies in the energy and capability of the people who do the work. Of special note are the people who actually meet and work with customers. These are the key people.

### **Milestone:**

A critical point that customers must reach to ensure that a project is on course to achieving its performance target.

### **Performance Target**

Performance targets are the specific result that an implementer commits to achieve. It is tangible in the sense that it can be verified and narrow enough to be directly achieved by the implementer. It almost always represents a change in behavior or condition for the customer of a program. A target includes these elements:

- The area of change or condition
- Degree of change...how much, how long, etc.?
- Baseline...what happens if there is no intervention?
- A number...how many will change?

### **Program Outcome**

The end-state that everyone is working toward. The establishment of a compelling outcome statement sets a vital tone for effective outcome thinking. It becomes the core of organizational leadership and a prelude to high performance.

### **Verification**

Establishing that something represented to happen does in fact take place. Verification in the Outcome Framework replaces measuring. It is kept as simple as possible and looks more to answer the question yes or no than to measure small differences. Verification typically focuses on milestone and performance target accomplishments.

CR#  
Bid #  
Vendor #

**SERVICE CONTRACT**  
For Adult Foster Care (Licensed Settings)  
with  
**NAME OF CONTRACTOR**

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THIS CONTRACT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2003, is between WASHTENAW COMMUNITY HEALTH ORGANIZATION located at 555 Towner Boulevard, P.O. Box 915 Ypsilanti, Michigan 48197-0915 (WCHO) and NAME OF CONTRACTOR located at \_\_\_\_\_ ("CONTRACTOR").

In consideration of the promises below, the parties mutually agree as follows:

**DEFINITIONS:**

Consumers or Recipients: means persons to be served under this Contract.

County: means Washtenaw County

EPSDT: means Early Periodic Screening Diagnosis and Treatment

MDCH: means Michigan Department of Community Health

Mental Health Code: means Public Act 258 of 1974, as amended, MCL 330.1100 et seq.

MCL: means Michigan Compiled Laws

ORR: means Office of Recipient Rights

PCP: means Person Centered Plan

WCHO: means Washtenaw Community Health Organization

ARTICLE I - PURPOSE, PARTICIPATION IN PROVIDER NETWORK, AND SCOPE OF SERVICES/CONTRACTOR RESPONSIBILITIES

- 1.1 Purpose: The purpose of this Contract is to specify the conditions, obligations, and duties of the respective parties with regard to the provision of services as further defined herein.
- 1.2 Provider Network: By entering into this Contract, the CONTRACTOR acknowledges membership in the WCHO Provider Network Provider Panel and agrees to maintain positive working relationships with other contractors within the WCHO provider network to best serve the needs of the consumers of the WCHO.
- 1.3 Scope of Services/CONTRACTOR'S Responsibilities:
  - A. Criteria Describing Program Services: The CONTRACTOR shall provide WCHO, upon request, with criteria that describe the program services provided by CONTRACTOR, including entry and exit criteria.

- B. Person Centered Plan: The CONTRACTOR agrees to deliver services in accordance with each recipient's Person Centered Plan (PCP) as authorized for each recipient by WCHO or its agent. An initial Assessment Plan shall be completed prior to placement.
- C. Achievement of Recipient's Goals and Objectives: The CONTRACTOR agrees to make a good faith effort to facilitate each recipient's achievement of the goals and objectives as defined in his/her PCP using the methodologies identified in the PCP developed and approved by WCHO or its agent.
- D. Rejection or Termination of Placement: The CONTRACTOR shall have the right to reject a placement or terminate an existing placement after consultation with WCHO's designated representative, the recipient in question and the recipient's legal representative, if applicable, if the CONTRACTOR can clearly demonstrate that the proposed or existing placement is unable to meet the recipient's needs, and is incompatible with previously agreed upon criteria for services. The CONTRACTOR must submit documentation of reasons for rejection of a proposed placement within five (5) business days and provide thirty (30) days notice of intent to terminate an existing placement. The CONTRACTOR must demonstrate that a good faith effort to meet the recipient's needs and to implement the PCP has been made. If, in the judgment of WCHO, moving a recipient will have detrimental effect on the recipient, the CONTRACTOR and WCHO will jointly explore alternative actions to maintain the placement. If the plan is not successful, and termination of the placement is agreed upon, WCHO shall develop a plan for relocation including the date by which the action will occur. WCHO shall make every effort to relocate the recipient within thirty (30) days. If necessary, WCHO will negotiate provisions to ensure that the recipient or others are not at risk while an alternative placement is developed.
- E. Maintenance of Recipient/Clinical Records: The CONTRACTOR agrees to maintain complete and current recipient records (also referred to as "clinical records") in accordance with WCHO and Department of Community Health requirements and any requirements contained in the PCPs.
- F. Recipients Nutritional Needs: The CONTRACTOR agrees to meet the nutritional needs of recipients in accordance with standards and requirements set forth in applicable Michigan Department of Consumer & Industry Services licensing statutes or rules for homes certified for federal funds applicable to Department of Public Health or Health Care and Finance Administration requirements.
- G. Access to Home/Service Site, Recipients, Staff and Records: The CONTRACTOR agrees that authorized representatives of WCHO and the Washtenaw County Supports and Treatment Services shall have access to each home/service site, recipients, staff, and recipient records upon request.
- H. Transportation for Recipients: The CONTRACTOR agrees to provide transportation for recipients to treatment, medical, educational, day programming, rehabilitative and socialization services within the County. The CONTRACTOR may be required to provide transportation for pre-placement visits from Washtenaw and adjacent counties when specified by the designated Supports Coordinator and/or Client Services Manager. Recipients will be encouraged to utilize public transportation to services and activities as appropriate, but will not be required to do so unless specified in the PCP.
- I. Transportation to EPSDT: The CONTRACTOR agrees to provide or assist recipients in obtaining necessary transportation to Early Periodic Screening, Diagnosis and Treatment (EPSDT) speciality services. Some recipients qualify for certain Medicaid benefits, the CONTRACTOR is responsible for making these benefits available to recipients when referred by a primary EPSDT screener, to correct or improve a qualifying condition discovered through the screening process.

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- J. Recipient Leaves of Absence: The CONTRACTOR agrees to confirm with WCHO the appropriateness of any leave of absence proposed by a recipient and or parent/guardian/significant other that is not specified in the recipient's PCP, and to give WCHO's designated Supports Coordinator and/or Client Services Manager prior notice of all leave of absence days to be billed at the contracted per diem. The CONTRACTOR further agrees to notify WCHO within one (1) working day, unless otherwise specified in the PCP, of a recipient's unauthorized absence from the home or its programs. The CONTRACTOR agrees to provide a census report for each home each day in accordance with WCHO procedures.

#### ARTICLE II - ACCESS TO CARE AND SERVICE DELIVERY

- 2.1 Referral by WCHO: The CONTRACTOR agrees to accept and provide treatment to at least ninety-five percent (95%) of the referrals made by WCHO. Failure to do so shall be a breach of this Contract and may result in a breach of contract action by WCHO, including but not limited to removal from the WCHO's panel of providers.
- 2.2 Servicing Recipients with Limited English Proficiency: The CONTRACTOR agrees to provide recipients with Limited English Proficiency language assistance as described in the Office of Civil Rights Policy Guidance on Title VI, "Language Assistance to Persons with Limited English Proficiency" and in accordance with the WCHO Limited English Proficiency Policy located in the Provider Manual.
- 2.3 Timely Access to Care and Service Delivery: The CONTRACTOR agrees to ensure that access to care and service delivery is timely. In addition to those indicators outlined in Article XXIII, those agencies employing clinical professionals must report data on the following standards:
  - A. The percentage of people receiving a pre-admission screening for psychiatric inpatient care for whom the disposition was completed in three (3) hours (standard: 95%);
  - B. The percentage of people receiving face to face meeting with a professional within fourteen (14) calendar days of a non-emergency request for service (by sub-population). (Standard: 95%);
  - C. The percentage of people starting any needed ongoing service within fourteen (14) calendar days of non-emergency assessment with a professional (by sub-population). (Standard: 95%)

#### ARTICLE III - FINANCIAL AUDIT

- 3.1 Annual Financial Audit: The CONTRACTOR shall obtain, within three (3) months of the close of CONTRACTOR's fiscal year, an annual financial audit, which includes but is not limited to the following areas of compliance:
  - A. Generally accepted accounting principles.
  - B. Fiscal solvency illustrated in CONTRACTOR's balance sheet and income statement.
  - C. Adherence to the terms of this Contract including documentation of claims submitted to WCHO.
  - D. Applicable federal and state laws and MDCH Guidelines relative to this Contract.

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3.2.1 Corrective Action: Based on the results of this audit, corrective action to resolve any audit findings must be addressed. A plan of corrective action shall be submitted to WCHO within one (1) month of the issuance of the audit with corrective action to be completed within six (6) months after the audit.

3.3 Annual Program Audits: The CONTRACTOR may be asked to provide an annual program audit relating to contracted services, which may include but is not limited to the following areas of compliance:

- A. Generally accepted accounting principles.
- B. Adherence to the terms of this Contract including accuracy of expenses and revenue reported.
- C. Applicable federal, state and local laws, ordinances, codes, rules and regulations.

This audit must be submitted to WCHO within ninety (90) days of the close of CONTRACTOR's fiscal year or the termination of this Contract, whichever comes first. Failure to provide this audit may result in financial penalty.

3.4 Return of Unused or Inappropriately Used Funds. In the event rates paid to CONTRACTOR are not fully utilized for authorized services to WCHO consumers, the unused or inappropriately used portion shall be returned to WCHO. Determination of this amount shall be by review of the Program Audit and/or review of CONTRACTOR's financial statements and supporting documentation by WCHO. Failure by CONTRACTOR to provide these documents may result in financial penalty.

ARTICLE IV - COMPENSATION/CONTRACT PAYMENTS

4.1 Conditions on Funding: This Contract obligation is contingent upon sufficient, continued funding from the MDCH. The CONTRACTOR agrees to accept and provide treatment to at least ninety-five percent (95%) of the referrals made by WCHO. Failure to do so may result in breach of contract action by WCHO, including but not limited to removal from WCHO's panel of providers.

4.2 Authorized Services: Services must be pre-authorized. Only those services that are included in the individual consumer's PCP will be considered for authorization. Authorized services are specific to each individual consumer and shall conform to the PCP. Only those authorizations that conform to the PCP are valid. Completion of the PCP does not guarantee authorization. CONTRACTOR shall receive notification of authorized services from WCHO before commencing services. Claims must be submitted in accordance with the services authorized and the PCP.

4.3 Claims Form: Claims shall be submitted on a HCFA 1500 in 837, HIPAA compliant format within sixty (60) days from date of service. One form per authorization number is required. The CONTRACTOR shall itemize on the form the service code(s) and date(s) of service, and unit(s) of service provided in accordance with established WCHO Claims Submission Procedures

4.4 Service Codes:

CONTRACTOR understands that titles of Care Modes and CPT Codes may change throughout the duration of the contract. The codes listed herein are accurate as of the date of contract signing, and if changed, will not be modified by an amendment to the contract. CONTRACTOR will be responsible for using new terms or codes in billing if Care Mode titles or CPT Codes change.

CARE MODE	CPT CODE	SITE ID	HOME	UNIT	RATE
Foster Care, Adult	S5140			Per Diem	
Foster Care, Adult	S5140			Per Diem	
Foster Care, Adult	S5140			Per Diem	

4.5 Definition of Service Codes:

See Attachment B

- 4.6 Processing and Payment of Claims: Payments shall be made for each pre-authorized service at the respective rate authorized by the WCHO. If a service has not been authorized, the claim will be denied. Claims submitted sixty (60) days or more after the date of service may be denied. Claims that have incomplete or incorrect information will be pended or denied. Claims that have been pended or denied may be resubmitted for consideration with additional and corrected information within thirty (30) days from the pended/denial date. Clean claims (i.e., claims with all required information correctly completed) will be processed in 30 days.
- 4.7 Rate Adjustments: Rates may be amended depending on the availability of funding to WCHO due to changes in legislative appropriations, executive orders, state or local funding sources, or to changes in benefits or entitlements to consumers. Rates may also be adjusted should a significant change occur in the provision of services.
- 4.8 Claims Supporting Documentation: CONTRACTOR must maintain documentation supporting submitted claims in a format that provides evidence that service was provided as billed and as indicated in the consumer's PCP. WCHO will review supporting documentation in its determination of appropriateness of claims. Unsubstantiated, or inappropriately documented claims will result in refunding payments to WCHO.
- 4.9 Coordination of Benefits: The CONTRACTOR shall collect from all available 1<sup>st</sup> and 3<sup>rd</sup> sources of revenues for services performed prior to billing the WCHO. For those individuals that have dual eligibility for Medicare and Medicaid, Medicare must be billed prior to billing Medicaid.

#### ARTICLE V – TERM

This Contract shall be in effect from October 1, 2002 to September 30, 2003 inclusive, unless terminated pursuant to the Termination Article XXXIII.

#### ARTICLE VI - WCHO RESPONSIBILITIES

- 6.1 Development of PCP: WCHO shall coordinate the development of a PCP for each consumer referred for services under this Contract. An initial assessment detailing anticipated needed supports will be available at the time of referral, and a PCP shall be completed within thirty (30) days of service initiation.
- 6.2 CONTRACTOR's Involvement in PCP Development: WCHO agrees to offer the CONTRACTOR involvement in the development of the PCP for each consumer as agreed to by the consumer, and to ensure that the service needs of all enrolled consumers do not exceed the resources available through the program budget.
- 6.3 Supports Coordinator and/or Client Services Manager: WCHO will assign a designated Supports Coordinator and/or Client Services Manager for each consumer. The Supports Coordinator/Client Services Manager shall coordinate the development of the PCP, link the consumer to identified services, monitor the implementation of the PCP, coordinate the provision of identified services, and provide professional mental health support services to persons as indicated by their PCP. WCHO shall provide the CONTRACTOR with a copy of the PCP, updates and assessments within two (2) weeks of completion. WCHO will review the services requested in each consumer's PCP and will authorize those services based on medical necessity and availability of funds.
- 6.4 Technical Assistance: WCHO agrees to provide or develop technical assistance to the CONTRACTOR to support the provision of services and the meeting of reporting requirements, through in-service training and individual consultation.

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- 6.5 Training: WCHO shall offer or coordinate access to training for CONTRACTOR's staff providing direct support and/or services to consumers. Training shall be offered on a regular schedule with reasonable access.
- 6.6 Emergency Support and Services: WCHO shall provide or designate a provider(s) of emergency support and services, which shall be available twenty-four (24) hours a day, seven (7) days a week.
- 6.7 Format for Documentation of Service: WCHO shall develop and provide a format for the documentation of services provided by the CONTRACTOR.
- 6.8 Provider Manual: WCHO shall provide CONTRACTOR with a WCHO Provider Manual that will include WCHO policies and materials. The information included in the manual shall be made part of this contract.

#### ARTICLE VII - RECIPIENT RIGHTS

- 7.1 CONTRACTOR's Responsibilities: The CONTRACTOR shall:
  - A. Strictly comply with all Recipient Rights provisions of the Mental Health Code and MDCH Administrative Rules.
  - B. Post a copy of a WCHO provided Summary of Rights as guaranteed by the Mental Health Code and Administrative Rules in a conspicuous place at the service site.
  - C. Comply with and adhere to WCHO policies and procedures as required by the Mental Health Code in MCL 330.1752, which is incorporated by reference into this Contract. (See Provider Manual).
  - D. Comply with the mechanisms established by WCHO for protecting recipient rights and shall accept the final jurisdiction of the WCHO Recipient Rights Office. To implement appropriate remedial action for substantiated violations of rights guaranteed by the Mental Health Code and MDCH Administrative Rules. WCHO's ORR representatives shall have access at any time to all staff, recipients, service records, and services of the CONTRACTOR in order to fulfill the monitoring function of that office or to conduct a thorough investigation. CONTRACTOR's employees are required to cooperate with the ORR officer during an investigation.
  - E. To provide or assure that appropriate action is taken to ensure protection for complainants and rights staff if evidence of harassment or retaliation occurs regarding an alleged rights violation or rights complaint.
  - F. To monitor the safety and welfare of recipients while they are under its service supervision pursuant to this Contract. If health or safety of any recipient for which services are being delivered is in jeopardy, CONTRACTOR shall cooperate in the immediate transferring of the recipient(s) to another services provider.
  - G. To provide immediate comfort and protection to and assure immediate medical treatment for any recipient who has suffered physical injury. To verbally report the death, serious injury, suspected abuse, neglect, or sexual abuse, or any other serious alleged rights violation of a recipient, to the WCHO's ORR immediately if possible but no later than the next working day. To document on designated forms, within twenty-four (24) hours of the alleged occurrence. To report all other alleged rights violations of a recipient to the WCHO's Support Coordinator or his/her designee by telephone as soon as possible but no later than the start of the next working day, and shall document in writing on an incident report form within twenty-four (24) hours of the occurrence.

RFP #6042 Community Living Facilities for Persons with a Developmental Disability with High Support Needs

- H. To notify the appropriate public agency as required by law regarding any suspected abuse, neglect, sexual abuse, or death of any service recipient (Michigan Family Independence Agency, Protective Services - Adults and Children, CIS Licensing, law enforcement and other public agencies as applicable). The CONTRACTOR shall post a copy of said laws in a conspicuous place.
- I. To allow individuals, who properly identify themselves as representatives of Michigan Protection and Advocacy System, access to program premises, recipients, and service records in compliance with MCL 330.1748(8) and MCL 330.1931 of the Mental Health Code. Such access will be utilized in a reasonable manner so as not to interfere with the recipients planned activities.
- J. To maintain the confidentiality of information regarding recipient in compliance with MCL 330.1748 and MCL 330.1750 of the Mental Health Code.
- K. All employees shall receive training on recipient rights within 30 days of hire. Employees shall not work alone with recipients until they have completed this immediate rights orientation on definitions of abuse, neglect, and mandated reporting requirements. Such training shall be the responsibility of the CONTRACTOR. In addition, new employees shall receive a complete rights training by a Rights Officer within the Community Mental Health Partnership of Southeastern Michigan or by an approved Recipient Rights Officer (another CMH Rights Officer outside of this Affiliation, with WCHO ORR prior written approval) within one quarter of the date of hire. The WCHO-ORR shall provide rights training monthly for CONTRACTOR'S new employees, or more frequently if necessary as determined by the WCHO-ORR. All employees are to retake the rights class offered by an approved Recipient Rights Officer, every two years. It is the responsibility of the CONTRACTOR to keep track of their employees' rights training, assure employees retake the rights class every two years, to maintain clear and easily accessible records of all rights training received by staff, and those training records shall be subject for review by the WCHO-ORR.
- L. To comply with WCHO mechanisms required by the MDCH Managed Speciality Supports and Services Contract for recipient's/applicant's to pursue resolution of complaints regarding services and supports managed and/or delivered by WCHO. Specifics of these mechanisms (rights complaints, Medicaid grievances, disputes, MDCH fair hearings) are set forth in the Consumer Grievances and Appeals Policy, a copy of which the WCHO shall provide to CONTRACTOR and which is incorporated by reference into this Contract.
- M. To be in compliance with the Bullard-Plawecki Employee Right to Know Act, PA 397 of 1978, by assuring that employees are given written notice under the conditions and as detailed in that Act.

7.2 WCHO's Responsibilities: WCHO agrees:

- A. To provide the CONTRACTOR with copies of Chapter 7 of the Mental Health Code, MDCH Supplement #9 to the 1987 Administrative Rules and WCHO's Recipient Rights related policies.
- B. To ensure that WCHO's Recipient Rights Officer notifies the CONTRACTOR and Rights Advisor of complaint received regarding clients of the CONTRACTOR within twenty-four (24) hours when client abuse or neglect is alleged, and within one (1) week for all other complaints.
- C. To provide training, technical assistance and consultation to the CONTRACTOR as necessary to develop and maintain a recipient rights protection system.
- D. To reserve the rights to terminate this Contract for failure to comply with recipient rights policies and/or remedial actions if client abuse and/or neglect is substantiated and to remove any client, placed pursuant to this Contract, whom WCHO deems is in immediate danger at the CONTRACTOR's facility.

ARTICLE VIII - REPORTING OF CONTRACTOR

- 8.1 Reporting to WCHO's Designee: The CONTRACTOR is to report to the designee of WCHO and will cooperate and confer with him/her as necessary to ensure satisfactory work progress.
- 8.2 Reports To Be Dated and Bear CONTRACTOR's Name: All reports, estimates, memoranda and documents submitted by the CONTRACTOR must be dated and bear the CONTRACTOR's name.
- 8.3 Review and Approval of Reports: All reports made in connection with these services are subject to review and final approval by the WCHO's Director.
- 8.4 Final Report: When applicable, the CONTRACTOR shall submit a final, written report to the WCHO's Director.
- 8.5 State and/or Health and Human Services Evaluations/Inspections: The State Medicaid Agency and/or Health and Human Services may evaluate through inspection or other means, the performance, appropriateness, and timeliness of any services provided under the terms of this Contract and funded with Medicaid funds.
- 8.6 Result of Failure to Report: Failure to submit any report WCHO requires as part of this Contract may result in withholding or non-payment of any or all of the compensation due CONTRACTOR and is cause for termination of this Contract.
- 8.7 Reporting Requirements and Timelines: All reporting requirements must be met by the timelines identified in this Contract, including but not limited to requirements described in Scope of Services, Performance Improvement/Utilization Review and Compensation. The Provider Manual further outlines reporting requirements and other additions to this Contract, reporting requirements outlined in the Provider Manual must be met within the identified time frames.

ARTICLE IX - PERSONNEL

- 9.1 Subcontracting: The CONTRACTOR will provide the agreed upon services and will not subcontract or assign the service without prior written approval from the WCHO. In the event permission is granted to subcontract, any resulting subcontract shall provide that the subcontractee shall abide by the terms of this Contract. Any subcontract shall not terminate the legal responsibility of the CONTRACTOR to assure that all activities under this Contract are carried out and all terms of the Contract are met. The CONTRACTOR shall maintain records to demonstrate compliance by the subcontractor with all terms of this Contract.
- 9.2 Hiring WCHO Employees: The CONTRACTOR will not hire any WCHO employee for any of the required services without WCHO's written approval.
- 9.3 Personnel:
  - A. Sufficient Staffing Levels and Timekeeping Records: (For licensed settings) The CONTRACTOR agrees to maintain a complement of staff at each home in accordance with the level of care required by the residents of each home and further agrees to maintain timekeeping records to sufficiently document the presence of that staff at each home.
  - B. Sole Employer: The CONTRACTOR agrees and intends that it, rather than WCHO, is the sole employer of all staff paid by it to perform the services required by this Contract.
  - C. Staff Meeting Licensing Requirements: The CONTRACTOR agrees to comply with the requirements of licensing, certifying and regulatory bodies with respect to staffing patterns, transportation and staff qualifications. The CONTRACTOR agrees to ensure that any employees who are providing services which are billed to Medicaid shall meet the State minimum qualifications for that service provision.

- D. Human Resources Policies and Procedures: The CONTRACTOR agrees to develop and maintain Human Resources Policies and Procedures which address at a minimum the following areas:
1. Job Descriptions, including qualifications.
  2. Process for ongoing assessment of clinical responsibilities for all staff and positions according to WCHO requirements.
  3. Procedure for conducting criminal background checks on employees.
  4. Procedures for hiring and termination including disciplinary procedures, and pre-employment inquiries.
  5. Pay schedules, including provisions for overtime pay and payroll dates
  6. A list of fringe benefits such as vacation, sick time, health insurance, workers disability compensation insurance, retirement, unemployment insurance, paid holidays, paid and unpaid leaves of absence, and travel reimbursement.
  7. A periodic written work evaluation in the personnel record of each employee.
  8. Training policies, including requirements, time frames, and standards for employees to function independently.
  9. Requirements for staff involved in operating motor vehicles transporting consumers.
  10. Blood borne Pathogen Plan.
  11. Table of Organization with lines of responsibility and authority, including designation of continuous provision of access to an individual with designated authority to act on behalf of the CONTRACTOR.
  12. The CONTRACTOR agrees to have a copy of said Policies available for review by WCHO upon request.
- E. Payment of Social Security and Payroll Taxes: The CONTRACTOR is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the WCHO against such liability.
- F. Payroll Taxes/Liquidating Accounts Payable: The CONTRACTOR agrees that withholding and payment of all payroll taxes required by federal, state, and local laws shall be kept current. Further, the CONTRACTOR agrees that all accrued expenses and accounts payable shall be liquidated by the close of the quarter following the end of the fiscal year with the exception of unemployment and workers' disability compensation insurance. Expenditures for unemployment insurance, workers' disability compensation insurance and self-insured health plans will be based on past experience and treated as a long-term expense accrual.

#### ARTICLE X - INDEPENDENT CONTRACTOR

It is expressly understood and agreed that the CONTRACTOR is an independent contractor. The employees, servants, and agents of the CONTRACTOR shall in no way be deemed to be and shall not hold themselves out as employees, servants or agents of the WCHO and shall not be entitled to any fringe benefits of the WCHO, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The CONTRACTOR shall be responsible for payment of compensation due and owing its officers, employees, servants and agents for services they have performed under this Contract and for the withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes, to the proper Federal, State and local governments.

#### ARTICLE XI – INDEMNITY

CONTRACTOR shall protect, defend and indemnify WCHO, WCHO's Board members, officers, agents, volunteers and employees from any and all liabilities, claims, liens, demands, costs, and judgments, including court costs, costs of administrative proceedings, and attorneys fees, which arise out of the occupancy, use, service, operations, performance or nonperformance of work, or failure to comply with

RFP #6042 Community Living Facilities for Persons with a Developmental Disability with High Support Needs federal, state or local laws, ordinances, codes, rules and regulations or court or administrative decisions, negligent acts or omissions by CONTRACTOR, its officers, employees, agents, representatives or subcontractors in connection with this Contract. The CONTRACTOR's responsibilities under this Article shall not be mitigated by nor limited to the insurance coverage obtained by the CONTRACTOR pursuant to the insurance requirements set forth in Article XII.

#### ARTICLE XII - INSURANCE

The CONTRACTOR will maintain at its expense during the term of this Contract, the following insurance:

- A. Workers' Disability Compensation Insurance including Employers Liability Coverage as required by the Workers' Disability Compensation Act of 1969, as amended, (1969 PA 317; MCL 418.101 et seq).
- B. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. Policy shall include WCHO as additional insured with respect to general liability. CONTRACTOR understands that this additionally insures WCHO's Board members, officers, employees, agents and volunteers.
- C. Professional Liability Insurance for claims or damages arising out of an error, omission, or negligent act in the performance of professional services with a minimum limit of \$1,000,000 per occurrence or per claim. If the Professional Liability Insurance is on a per claim basis it shall include a three-year extended reporting period. Policy shall include WCHO as additional insured with respect to professional liability. CONTRACTOR understands that this additionally insures WCHO's Board members, officers, employees, agents and volunteers.
- D. Motor Vehicle Liability Insurance including Michigan No-Fault Coverage with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. If motor vehicles will be used to transport consumers CONTRACTOR's Motor Vehicle Liability Insurance shall include WCHO as additional insured. CONTRACTOR understands that this additionally insures WCHO's Board members, officers, employees, agents and volunteers. Insurance policies must be issued by companies licensed and admitted to do business in Michigan who have not less than an A.M. Best Company's Insurance Reports Rating of A or A- (Excellent) and be acceptable to the WCHO's Director.

CONTRACTOR shall furnish certificates of insurance issued to:  
Washtenaw Community Health Organization  
Attention to: Provider Relations Unit  
555 Towner P.O. Box 915  
Ypsilanti, Michigan 48197

evidencing its possession of the insurance coverage required by this Article and at least ten (10) working days prior to commencement of services under this Contract.

No payments will be made to the CONTRACTOR until the certificates of insurance have been received and approved by the WCHO. If the insurance, as evidenced by certificates furnished by the CONTRACTOR, expires or is canceled during the term of this Contract, services and related payments shall be suspended until certificates evidencing renewal of coverage are submitted to and approved by the WCHO.

#### ARTICLE XIII - COMPLIANCE WITH LAWS AND REGULATIONS

- 13.1 Compliance with the Laws: The CONTRACTOR shall provide all services in compliance with all applicable Federal, State and local laws, ordinances, rules and regulations including but not limited to (a) the Mental Health Code, and the rules and regulations promulgated thereunder; (b) all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857(h)); and (c) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).

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- 13.2 Standard Operating Procedures: WCHO and CONTRACTOR agree that WCHO does not control operations or hazards arising out of the services provided under this Contract. CONTRACTOR is solely responsible for having written standard operating procedures, and for providing the necessary training and personal protective equipment where required.

#### ARTICLE XIV – DISBARMENT AND SUSPENSION

- 14.1 Assurances: Assurance is hereby given to the WCHO that the CONTRACTOR will comply with Federal regulation 45 CFR Part 76 and certifies to the best of its knowledge and belief that CONTRACTOR and its subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
- B. Have not within a three (3) year period preceding this Contract 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 commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or Local) with commission of any of the offenses enumerated in section 14.1B and;
- D. Have not within a three (3) year period preceding this Contract had one or more public transactions (Federal, State or Local) terminated for cause or default.

- 14.2 Verification of Assurances: The CONTRACTOR acknowledges that the WCHO shall be verifying through:

- A. The Michigan Department of Consumer & Industry Services to ensure that the CONTRACTOR is not suspended from participation in Michigan Medicaid and/or Medicare and that they are not listed with Michigan Department of Consumer & Industry Services for Unfair Labor Practices.
- B. U.S. General Services Administration “excluded parties list”.

- 14.3 Effect of Being Listed in Registries: If the CONTRACTOR appears in the registries identified in either sections 14.2A or 14.2B above during the term of this Contract, this Contract shall become null and void.

#### XV - COVENANTS CONCERNING ETHICS AND EQUAL OPPORTUNITY

- 15.1 Conflict of Interest and Insider Information: The CONTRACTOR affirms that, to the best of CONTRACTOR’s knowledge, no principal, representative, agent, employee, or anyone acting on behalf, or legally capable of acting on behalf, of the CONTRACTOR is currently an employee of WCHO, or of the Michigan Department of Community Health or any of its constituent institutions; nor is any such person using, nor is he or she privy to, insider information which would tend to give, or give the appearance of tending to give, an unfair advantage to the CONTRACTOR. Breach of this covenant may be regarded as a material breach of this Contract and a cause for termination thereof. The CONTRACTOR shall establish procedures and safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being a conflict of interest, or motivated by a desire for private gain for themselves or others with whom they have a family, business, or other ties.

- 15.2 WCHO’s Access to Records and Information: The CONTRACTOR understands that WCHO may seek information about activities of persons described in the following, for any possible conflict of

RFP #6042 Community Living Facilities for Persons with a Developmental Disability with High Support Needs interest. If any such conflict is identified, WCHO may take action to terminate this Contract. Prior to the signing of this Contract the CONTRACTOR shall supply WCHO with the following information:

- A. CONTRACTOR shall submit, upon request, to WCHO on or before the execution of this Contract the following documents: Articles of Incorporation, List of Board Members. CONTRACTOR's Board Minutes shall be available for review upon request by WCHO.
- B. CONTRACTOR shall establish an Internal Accounting and Administrative Control System, which shall (1) protect against waste, fraud, and inefficiency; (2) ensure accuracy and reliability in accounting and operating data; and (3) secure compliance with agency policies. This system shall include (1) clear lines of responsibility; (2) subdivision of duties; and (3) a clear separation of accounting functions from custody or access to assets.
- C. A list of all suppliers/subcontractors/lessors of the CONTRACTOR in connection with the above described program with which corporate officers, partners and employees, or their spouses, have a financial interest to the best of CONTRACTOR's knowledge.
- D. The CONTRACTOR agrees to make available to WCHO for review copies of all current contracts and leases pertinent to this Contract with all suppliers/subcontractors/lessors and copies of all renewals, extensions, modification thereto, together with all new contracts and leases pertinent to this Contract as they are entered into and allow copies to be made at WCHO expense.

15.3 Nondiscrimination and Affirmative Action: The CONTRACTOR, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, a disability that is unrelated to the individual's ability to perform duties of a particular job or position, height, weight or marital status. The CONTRACTOR further agrees to not discriminate on the basis of sexual orientation.

- A. The CONTRACTOR agrees to take affirmative action to eliminate discrimination based on sex, race, or a disability in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited: employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.
- B. The CONTRACTOR agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees.
- C. All solicitations or advertisements for employees placed by or on the behalf of the CONTRACTOR shall state that the CONTRACTOR is an Equal Opportunity Employer.
- D. Breach of this section 15.3 is a material breach of this Contract.

15.4 Discrimination Against Recipients Prohibited: The CONTRACTOR agrees not to unlawfully discriminate against a recipient of services or an applicant for receipt of services as required by the Elliott-Larsen Civil Rights Act, P.A. 453 of 1976, as amended, or MCL 37.2101 et. seq. Breach of this covenant shall be regarded as a material breach of this Contract.

15.5 Minority and Business Verification Form: The CONTRACTOR agrees to complete and return to the Michigan Department of Civil Rights a Minority and Business Verification form if the CONTRACTOR is a minority owned or woman owned business under P.A. 428 of 1980 and is not already certified by the Michigan Department of Civil Rights as a bona fide minority owned or woman owned business.

15.6 Posting Whistleblowers Protection Act Poster: The CONTRACTOR agrees to post, in a conspicuous place, a copy of the Whistleblowers' Protection Act developed as a result of the passage of P.A. 469 of 1980, as amended.

ARTICLE XVI - DOCUMENTS AND PUBLICATION

All documents developed as a result of this Contract will, with the exception of those containing information about recipients of services which the Mental Health Code requires to be confidential, be freely available to the public. The CONTRACTOR may not copyright such documents. During the performance of the services, the CONTRACTOR will be responsible for any loss or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this Contract by the CONTRACTOR must reference the project sponsorship by the WCHO. Any publication of the information or results must be co-authored by the WCHO.

ARTICLE XVII – SUBCONTRACTING, ASSIGNS AND SUCCESSORS

The CONTRACTOR shall not assign, subcontract or otherwise transfer any of its duties or obligations under this Contract without the express prior written consent of the WCHO.

ARTICLE XVIII - CHOICE OF LAW AND VENUE

This Contract shall be construed according to the laws of the State of Michigan. The WCHO and the CONTRACTOR agree that the venue for the bringing of any legal or equitable action under this Contract shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this Agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

ARTICLE XIX - AMENDMENTS

Modifications, amendments, or waivers of any provision of this Contract may be made only by the written mutual consent of both parties set forth in a written amendment document signed by the authorized representatives of both parties.

ARTICLE XX – EXTENT OF CONTRACT

This Contract and its referenced attachments, the WCHO provider manual and other materials WCHO is required to provide, contain all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

ARTICLE XXI – POLICIES, PROCEDURES, ADMINISTRATIVE DIRECTIVES AND HIPAA

The CONTRACTOR agrees to follow those policies, procedures and administrative directives or other documents as specified by the WCHO. During the term of this Contract, WCHO shall be responsible for advising the CONTRACTOR of any applicable modifications to the Mental Health Code and any changes in the WCHO Policies and Procedures or to the MDCH Administrative Rules promulgated according to the Michigan Administrative Procedures Act of 1969, PA 306 of 1969, as amended which shall have a bearing on the performance of this Contract. The CONTRACTOR shall expressly acknowledge receipt of any such changes during the period of this Contract. The CONTRACTOR shall ensure compliance with all provisions and directives listed in the WCHO Provider Manual.

The CONTRACTOR shall be in compliance with all of the aspects in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Administrative Simplification section, Title II, Subtitle F, regarding standards for privacy and security of PHI (protected health information) as outlined in the Act.

ARTICLE XXII - CONTINUATION OF SERVICES BEYOND TERM OF CONTRACT

In the event that a new contract between the parties hereto is not signed by the termination date of this Contract, the terms and conditions contained herein may remain in effect for a period not to exceed one (1) month from the scheduled termination date, unless either party hereto has notified the other party of its intent not to renew this Contract. By written agreement of the parties hereto, this continuation may be extended for an additional one (1) month thereafter. Any continuation beyond the one (1) month extensions authorized in this Article shall be based on the full-year cost of any amendment that has been executed in accordance with the terms of this Contract.

ARTICLE XXIII - PERFORMANCE IMPROVEMENT

The CONTRACTOR agrees to implement a Continuous Performance Improvement Program in accordance with the provisions below:

- A. The CONTRACTOR shall comply with the following and develop, implement and monitor Continuous Performance Improvement Program that is conducted in accordance with the WCHO's Performance Improvement Program by:
  1. Implementing performance outcome objectives that are consistent with WCHO's Vision Statement, Mission Statement, Service Values and Strategic Plan.
  2. Developing work teams and other continuous improvement activities when indicated by the WCHO's Performance Improvement Program and or utilization review process and by submitting follow up data on progress.
  3. Collecting quarterly data on the following performance indicators:

Adult Foster Care and Licensed Settings			
Area to be reported	Reporting Requirements	Information Source	Frequency
Satisfaction with services provided	% satisfied and number of surveys distributed and collected	Survey	annually
Community Integration	% of outing target achieved per consumer--target to be submitted by provider	Event based	quarterly
Access to services	Number of days between referral and initial contact with consumer	Intake record	quarterly
Staff retention	% of staff that have worked 6 months or longer	Staffing log	quarterly

- 4. Submitting to the WCHO's Provider Relations Unit, within thirty (30) days after the close of each quarter and in the format outlined in the Provider Manual, a Quarterly Indicator Data Report that measures goal attainment on the required indicators as listed above.
- 5. The above Network Indicators are subject to WCHO approval and additional JCAHO network requirements. If modifications should occur, updated Network Indicators will be provided to the CONTRACTOR within thirty (30) days.
- B. If CONTRACTOR is accredited by COA, CARF or JCAHO, CONTRACTOR must submit:
  1. A Performance Improvement Plan at the time of commencement of this Contract.
  2. A Quarterly Performance Improvement Report on the Agency's evaluation of the components of the Performance Improvement Program due no later than thirty (30) days after the close of the quarter. This report must be in accordance with the format required by the WCHO.
- C. If CONTRACTOR is not accredited, CONTRACTOR must submit:
  1. An acceptable Performance Improvement Plan in accordance with the format

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2. A Quarterly Performance Improvement Report on the Agency's evaluation of the components of the Performance Improvement Program due no later than thirty (30) days after the close of the quarter. This report must be in accordance with the format outlined in the Provider Manual.

#### ARTICLE XXIV - CONTRACT MONITORING AND RESOLUTION

- 24.1 Contract Process Monitor: WCHO shall assign a Contract Monitor. The Monitor, or designee, will meet on a periodic basis with the CONTRACTOR regarding service delivery provided under the terms of this Contract.
- 24.2 Site Visits: WCHO and the WCCSTS shall also conduct periodic site visits to monitor administrative and fiscal compliance during the term of this Contract. The WCHO may review and inspect the CONTRACTOR's activities during the term of this Contract. After **reasonable notice** to the CONTRACTOR, the WCHO may review any of the CONTRACTOR's internal records, reports, or insurance policies. If, after a site review is completed, the WCHO states that the CONTRACTOR needs to attain compliance in a certain area, the CONTRACTOR agrees to submit a plan of action within a specified time frame given by the WCHO.
- 24.3 Resolution Process: Issues involving service delivery systems or budgets that cannot be resolved between the WCHO Contractor Monitor and the CONTRACTOR's Representative may be forwarded to the Contract Resolution Team which will be composed of the Contract Monitor, the CONTRACTOR's Representative, and the WCHO Contract Manager or one mutually acceptable objective party. The CONTRACTOR's Representative and the WCHO Contract Manager shall resolve other contract compliance issues and language interpretation matters. If resolution is not reached the matter shall be forwarded to the WCHO Director and the CONTRACTOR's Representative. If resolution is still not reached, the matter shall be forwarded to A) the Boards of the respective parties for issues regarding service delivery systems and budgets; or B) to the WCHO Provider Relations Unit for contract compliance and language interpretation matters.

#### ARTICLE XXV - CREDENTIALING AND PRIVILEGING

The CONTRACTOR shall ensure that staff providing services to consumers meet the WCHO's credentialing of clinical privileges and/or assessment of clinical competency requirements, including re-credentialing (every two years) and reassessment of clinical competencies (every year) necessary to perform the services required under this Contract. The CONTRACTOR shall immediately notify the WCHO of any changes in appointment of Licensed Independent Practitioners status.

The CONTRACTOR will maintain Credentialed Organizational status with the WCHO and reapply at least every two (2) years.

If the CONTRACTOR has received an accreditation from an approved outside accreditation body, proof of this will be submitted to the WCHO.

The CONTRACTOR will notify the WCHO of any change in accreditation status.

#### ARTICLE XXVI - ACCREDITATION

If not already accredited, over the course of the next fiscal year it is strongly recommended that the CONTRACTOR initiate the process of accreditation. The CONTRACTOR will be held to the same standards as the WCHO if not already independently accredited. The WCHO will be following the Joint Commission on Accreditation of Health Care Organizations standards and the CONTRACTOR must meet these requirements when indicated. It is the responsibility of the CONTRACTOR to obtain copies of any and all standards that pertain to the services provided. The non-accredited CONTRACTOR must

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#### ARTICLE XXVII - NONDISCRIMINATION AND PROCUREMENT POLICY

The CONTRACTOR, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, ancestry, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disability unrelated to the individual's ability to perform the duties of the particular job or position. The CONTRACTOR shall include the language of this assurance in all subcontracts for services covered by this Contract.

The CONTRACTOR shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- A. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- B. The Michigan Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- C. Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq), Section 504 of the Federal Rehabilitation Act of 1973, as amended (29 USC 794), Title IX of the Education Amendment of 1972, as amended (20 USC 1681-1683 and 1685-1686) and the regulations of the U.S. Department of Health and Human Services issued thereunder (45 CFR, Part 80, 84, 86 and 91).
- D. The Age Discrimination Act of 1975 (42 USC 6101 et seq).
- E. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 U.S.C. §12101 et seq), as amended, and regulations promulgated thereunder.

The CONTRACTOR by entering into this Contract gives its assurance to the WCHO and the MDCH that appropriate efforts shall be made to identify and encourage the participation of minority, women, and handicapper owned businesses in contract solicitations. It is expressly understood and agreed that the CONTRACTOR shall not discriminate against minority, women, and handicapper owned businesses when contracting. The CONTRACTOR shall, upon the request of either the WCHO or the MDCH, be able to demonstrate efforts it has made to enter into contracts with such businesses.

The CONTRACTOR shall maintain a procurement system and solicitation practices which prohibit discrimination against minority, women and handicapper owned businesses. Records which demonstrate compliance with this requirement must be maintained for review upon request.

#### ARTICLE XXVIII - COMPLIANCE WITH MDCH AGREEMENT

It is expressly understood and agreed by the CONTRACTOR that this Contract is subject to the terms and conditions of the Agreement entered into between the WCHO and the MDCH and between MDCH and the WCHO for Medicaid funding. The CONTRACTOR shall comply with all applicable terms and conditions of the MDCH Agreement. The provisions of this Contract shall take precedence over the MDCH Agreement unless a conflict exists between this Contract and the provisions of the MDCH Agreement, in which case the provisions of the MDCH Agreement shall prevail. A conflict between this Contract and the MDCH Agreement, however, shall not be deemed to exist where this Contract: 1) contains additional non-conflicting provisions not set forth in MDCH Agreement; 2) restates provisions of the MDCH Agreement to afford the WCHO the same or substantially the same rights and privileges as the MDCH; or 3) requires the CONTRACTOR to perform duties and/or services in less or more time than that afforded the WCHO in the MDCH Agreement. The MDCH Agreement is incorporated by reference into this Contract and made a part hereof. A copy of the MDCH agreement shall be provided to the CONTRACTOR upon written request.

#### ARTICLE XXIX - LOBBYING

The CONTRACTOR shall comply with the Anti-Lobbying Act, Title 31 USC, Section 1352 (added under Section 319 of Public law 101-121), as revised by the Lobbying Disclosure Act of 1995 (P.L. 104-65) and

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Section 503 of the Departments of Labor, Health and Human Services, and Education and Related  
Agencies Appropriations Act (Public Law 104-208). The CONTRACTOR shall include the language of  
this assurance in all subcontracts for services covered by this Contract.

#### ARTICLE XXX - PRO-CHILDREN ACT OF 1994

The CONTRACTOR shall comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The CONTRACTOR shall include this language in any subcontracts which contain provisions for children's services.

The CONTRACTOR, in addition to compliance with Public Law 103-227, shall ensure that any service or activity funded in whole or in part through this Contract will be delivered in a smoke-free facility or environment. Smoking shall not be permitted anywhere in the facility, or those parts of the facility under the control of the CONTRACTOR. If activities or services are delivered in the facilities or areas that are not under the control of the CONTRACTOR, (e.g., a mall, restaurant or private work site), the activities or services shall be smoke-free.

#### ARTICLE XXXI - HATCH ACT AND INTERGOVERNMENTAL PERSONNEL ACT

The CONTRACTOR shall comply with the Hatch Act (5 U.S.C. 1501-1508) and Intergovernmental Personnel Act of 1970, as amended by Title VI of Civil Service Reform Act (Public Law 95-454 Section 4728). Federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

#### ARTICLE XXXII - WAIVERS

No failure or delay on the part of either of the parties to this Contract in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

In no event shall the making by the WCHO of any payment due to the CONTRACTOR constitute or be construed as a waiver by the WCHO of any breach of a provision of this Contract, or any default which may then exist, on the part of the CONTRACTOR, and the making of any such payment by the WCHO while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the WCHO in respect to such breach or default.

#### ARTICLE XXXIII - TERMINATION

- 33.1 Termination Without Cause: Either party may terminate this Contract with sixty (60) calendar days prior written notification by certified mail to the other party.
- 33.2 Termination for Cause With Notice: This Contract may be terminated, suspended, denied, revoked, or canceled by WCHO with thirty (30) calendar days prior written notification in the event that the CONTRACTOR fails to supply any of the records, reports, or accounts required by this Contract within ten (10) calendar days or other agreed upon deadline after the due date. Such termination shall not relieve either party of any obligations incurred prior to the effective date of such termination.
- 33.3 Termination Effective Immediately Upon Delivery of Notice: Notwithstanding sections 33.1 and 33.2 above, WCHO may immediately terminate this Contract if, upon reasonable investigation, it

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- A. CONTRACTOR's Board of Directors, Director, or other Executive Official has engaged in malfeasance;
- B. CONTRACTOR loses its State and/or federal licensing;
- C. Funds allocated under this Contract have been improperly used;
- D. Program requirements have not been followed; or
- E. Recipients' Rights have been violated.

In the event of immediate termination by WCHO, the CONTRACTOR submitting a Request for Appeal form and initiating the Appeal Process will not have an effect on the immediate termination of this Contract. If appealed the termination will remain in effect until the appeal process has been completed and will be rescinded only if the termination is not upheld on appeal.

- 33.4 Appeal of Termination: Should WCHO initiate notification to terminate the Contract, the CONTRACTOR shall have a right to initiate the Appeal Process in accordance with the Provider Contract Appeal Process Policy, a copy of which shall be provided to the CONTRACTOR.
- 33.5 Records to be Turned Over to WCHO Upon Termination: should this Contract be terminated prior to its expiration date, the CONTRACTOR agrees to give to WCHO, upon its written request, the recipient's clinical record and copies of fiscal records required by this Contract. The clinical records shall be given to WCHO immediately upon written request and other referenced records within fourteen (14) calendar days.
- 33.6 Property Items and Funds to be Released to WCHO Upon Termination: The CONTRACTOR also agrees to surrender to WCHO immediately any medications used by recipients, all personal property of recipients, including recipients' personal funds, unless the CONTRACTOR is the recipient's payee, all equipment and furnishings purchased with WCHO funds and all WCHO funds held by the CONTRACTOR not obligated in the performance of this Contract upon the termination of this Contract.
- 33.7 Release to WCHO Information Necessary for Medicaid and Other Insurance Claims: Whenever this Contract is terminated in accordance with the terms of this Contract, CONTRACTOR shall supply WCHO all information necessary for the reimbursement of any outstanding Medicaid claims or to private third party insurers arising out of services provided under this Contract and billed to Medicaid or a private insurer.
- 33.8 Transition Plan: In the event a future contract is awarded to a different provider than the current CONTRACTOR, a transition plan shall be negotiated between the WCHO and the current CONTRACTOR. This plan shall take into account the following factors: minimal disruption to the continuity of service for consumers, the time frame in which the new service provider plans to assume contractual obligations, procurement of any required license and/or certification by the new service provider and, to the extent possible, minimal disruption to the operations of the current CONTRACTOR.

#### ARTICLE XXXIV - DISREGARDING TITLES

The titles of the sections set forth in this Contract are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

#### ARTICLE XXXV - INVALID/UNENFORCEABLE PROVISIONS

If any clause or provision of this Contract is rendered invalid or unenforceable because of any State or Federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, and any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Contract. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Contract, this Contract shall be considered to have terminated as of the date in which the clause or provision was rendered invalid or unenforceable.

ARTICLE XXXVI - NON-BENEFICIARY CONTRACT

This Contract is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties to this Contract.

ARTICLE XXXVII - CERTIFICATION OF AUTHORITY TO SIGN

The persons signing on behalf of the parties hereto certify by their signatures that they are duly authorized to sign this Contract on behalf of the party they represent and that this Contract has been authorized by said party.

IN WITNESS WHEREOF, the authorized representatives of the parties hereto have fully signed this Contract on the day and year first above written.

CONTRACTOR:

By: \_\_\_\_\_  
(Contractor's Signature)                      Date

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Washtenaw Community Health Organization:

By: \_\_\_\_\_  
Kathy Reynolds, Executive Director                      Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Corporation Counsel    Date

ATTACHMENT A

COMPLIANCE WITH LAWS AND REGULATIONS

I, \_\_\_\_\_, on behalf of \_\_\_\_\_  
(Print Name) (Agency/Corporation)

hereby acknowledge receipt of the WCHO Bloodborne Infectious Diseases Exposure Control Plan. Further, in accordance with the terms of the Compliance with Laws and Regulations article of this contract, I hereby

warrant that (check one):

\_\_\_\_\_ warrant that all employees of this organization will be trained in accordance with this plan.

\_\_\_\_\_ elect to have all employees of this organization trained under the WCHO's Plan during the term of the contract. I further agree to immediately notify Contract Monitor of all new hires to schedule training.

ATTACHMENT B

Specifications for Contractors Providing Licensed Setting Services

1. Administration

- a. Financial Records: The CONTRACTOR agrees to maintain complete and current financial records for each home, supporting receipts and other documentation and the minimum or comprehensive chart of accounts contained in Exhibits C and D of the DCH Administrative Manual, III-001-0001.
- b. Record Availability: The CONTRACTOR agrees that all records relative to each home under this contract shall be readily available at any reasonable time for examination or audit by personnel authorized by WCHO or law.
- c. Staffing Pattern: Prior to the inception of this contract, a prototype of the staffing pattern will be made available for each home. The CONTRACTOR agrees to consult with WCHO prior to substantially altering an agreed upon staffing pattern. The CONTRACTOR agrees to develop and maintain a staffing pattern which is consistent with consumer needs as specified in the Person Centered Plan and meets all applicable Licensing and Certification guidelines. The CONTRACTOR agrees to assure that there is one staff on duty in each home at all times fully qualified to meet the consumer(s) plan of service needs, familiar with and capable of implementing emergency procedures, and alert at all times when a consumer(s) is/are in the home.
- d. Medical Services and Prescriptions: The CONTRACTOR agrees to comply with WCHO policies and procedures regarding obligation of payment for medical services and prescriptions. The CONTRACTOR shall not obligate WCHO for payment without prior written authorization. The CONTRACTOR shall comply with any pre-approval requirements of the recipient's third party payor. Reasonable attempts shall be made to secure authorization before obtaining emergency treatment and follow up authorization will be obtained for all emergency services within one working day after the service has been obtained. Failure to do so shall result in the denial of payment to cover unauthorized expenses. CONTRACTOR agrees to comply with the WCHO contract for payment of prescription medications. WCHO shall be obligated for only those prescription costs that have been pre-authorized. All over the counter medications shall be paid by the CONTRACTOR.
- e. Furnishings, Equipment and Vehicles: The CONTRACTOR agrees to comply with WCHO policies and procedures regarding Inventory of items purchased with funds provided by WCHO. The CONTRACTOR acknowledges that all furnishings, equipment and vehicles with a value of \$300 or more purchased with funds provided by WCHO remain the property of WCHO. Any furnishings, equipment, or vehicles purchased under the contract shall not be sold, transferred or traded without receiving appropriate approval from WCHO. Once WCHO approval has been obtained, furnishings, equipment and vehicles shall not be sold without receiving appropriate value in the form of purchase credits, or revenue commensurate with the reasonable value of the equipment. All furnishings, equipment and vehicles purchased with funds provided by WCHO and designated specifically for such purchases shall be maintained in good condition by the CONTRACTOR during the term of this contract and, upon termination of this contract or any extension or continuation thereof, shall be turned over to WCHO in accordance with a planned schedule of return. The CONTRACTOR further agrees to list, on the quarterly inventory report found in the provider manual, expenditures for individual furnishings, equipment, and vehicles with an initial cost in excess of \$300. The quarterly inventory report shall be maintained on file in each home and be made available for review upon request.
- f. Personal Allowance Funds: The CONTRACTOR agrees to maintain separate accounts and auditable financial records of recipients' personal allowance funds. The CONTRACTOR shall make such financial records available to WCHO or its agent on request. Any discrepancies revealed through a review of these records shall be immediately reimbursed by the CONTRACTOR. Personal allowance funds may be provided by WCHO, federal funding programs, social security or by the family or guardian on behalf of recipients. These funds shall not be used for payment of goods and services required for room, board and supervision

- RFP #6042 Community Living Facilities for Persons with a Developmental Disability with High Support Needs or programs unless prescribed on the consumers Person Centered Plan. These funds shall not be commingled with other funds or accounts maintained by the CONTRACTOR. Client Account Record, recording receipts and disbursements of each resident's personal funds shall be submitted to the WCHO within five (5) working days after the end of each month.
- g. Securing Entitlements: The CONTRACTOR agrees to assist the consumer and WCHO in securing entitlement such as SSI, Medicaid and Medicare. Such assistance may include transportation of consumers to the Family Independence Agency and Social Security offices and hands on assistance in the application process.
  - h. Records: The CONTRACTOR agrees that all records required/produced relative to this contract shall be maintained for no less than ten years and shall be readily available at any reasonable time for examination or audit by personnel authorized by WCHO or law. Destruction of clinical records after 10 years must be pre-approved by WCHO.
  - i. Consumer Accounts: The CONTRACTOR agrees to maintain separate interest bearing accounts and auditable records on behalf of each individual resident for whom personal funds are received with respect to revenue (including date received and source of funds) and expenditures (including purpose and date expended) received or expended by or in the name of the individual resident. The CONTRACTOR further agrees to provide access to such accounts and records by WCHO or its designee upon request, and understands that failure to maintain same is cause for contract suspension, denial, revocation, cancellation or non-renewal.
  - j. CPR and First Aid Training: It is the responsibility of the CONTRACTOR to assure that all its personnel receive CPR and First Aid training on a regular schedule approved by WCHO.

## 2. Maintenance

- a. Home Maintenance: The CONTRACTOR agrees to maintain the home, ground, furnishings, and equipment in a habitable, clean, safe, and attractive manner with funds budgeted for this purpose.
- b. Negligent Damage: The CONTRACTOR agrees to be responsible for any cost of repair or damage to the physical structure and contents of the homes and surroundings caused by negligent acts or omissions of the CONTRACTOR, its officers, agents or employees, where said cost is not covered by insurance.
- c. Condition of Vehicle(s): Where the CONTRACTOR is the owner or lessee of a vehicle(s), the CONTRACTOR agrees to maintain said vehicle(s) used for transportation of residents in safe operating condition.
- d. Quarterly Maintenance Inspections: The CONTRACTOR agrees to conduct at minimum quarterly maintenance inspections of each home and to complete and sign the Seasonal Maintenance Schedule. The inspection report shall either verify compliance or include a plan of correction for each item not in compliance. A copy shall be maintained on file in each home and be made available for review upon request. Failure to comply with this provision may result in withholding of contract payments to the CONTRACTOR until compliance is achieved or termination of the contract.
- e. Annual Maintenance Inspections: The CONTRACTOR agrees to arrange for annual maintenance inspections by a licensed contractor. The inspections will be made available to a WCHO designee during a site visit or other requested time. The CONTRACTOR agrees to repair items cited in the inspection that are not deemed a landlord responsibility. The CONTRACTOR agrees to inform the WCHO of any items not repaired by the landlord that were cited in the inspection and are deemed a landlord responsibility.
- f. Contractor Maintenance Responsibilities: Whenever the lease is between WCHO and the owner, the CONTRACTOR will be responsible for informing WCHO of any needed repairs or replacements. The CONTRACTOR shall comply with all lease terms defining WCHO/CONTRACTOR responsibility and landlord responsibility, including prior approval which may be required for repairs and/or including prior approval which may be required for repairs and/or alterations. The CONTRACTOR will routinely conduct repairs that are part of normal preventive maintenance. The CONTRACTOR shall be responsible for all maintenance charges, service charges, and incidental expenses which have been assumed by WCHO in said lease.

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- g. Equipment Repairs/Replacement: The CONTRACTOR will be responsible for informing WCHO of any repairs or equipment repairs/replacement. The CONTRACTOR shall not obligate WCHO for any repairs or enter into a contract for repairs for the home without the prior written approval of WCHO. Repairs that are required in emergency circumstance shall be made in accordance with procedures set by WCHO in its policy on Maintenance. The CONTRACTOR shall be obligated for such expenses when these maintenance procedures are not followed by the CONTRACTOR.
- h. Lease Cancellation: Whenever the lease is between WCHO and the owner, the CONTRACTOR agrees to vacate the premises in the event that this contract as it pertains to any of the homes is cancelled.