

CHAPTER VII  
THE CONTRACT FOR FUNDED SERVICES

Section 1. Contract to Purchase Services.

(a) The Administrator may proceed to prepare a contract to purchase human services when:

(i) The application for funding is complete and satisfactorily complies with the applicable federal, state, and local laws and regulations, and the rules of the Division; and

(ii) The eligibility and selection of the provider of the services has been finally determined by the Administrator.

(b) The Administrator shall prepare the contract to purchase the proposed services and submit it to the applicant.

Section 2. Contents of Contract.

(a) The contract shall contain at least the following information:

(i) Statements of the statutory authority and of the legislative appropriation under which the Division may enter into the contract;

(ii) Name and address of the provider;

(iii) Location where services shall be provided;

(iv) Identification of services to be purchased;

(v) List of the provider's responsibilities including a requirement that provider establish a fair hearing procedure to hear and decide clients' complaints against the provider, and a list of the requirements and conditions with which the provider shall comply;

(vi) List of the responsibilities of the Division;

(vii) Payments to be made by the Division, the amount, schedule, rate, and provisions for reimbursement.

(viii) Term of the contract;

(ix) Effective date of the contract;

(x) An express provision that the provider agrees:

(A) To provide the specific services purchased by the Division in accordance with the standards promulgated by the Division for the program area of service;

(B) To comply with all the applicable federal, state, and local laws and rules of the Division, and conditions and provisions of the contract;

(C) To submit to the Division annual financial and expenditure reports;

(D) To submit two copies of an independent financial audit to the Office of Planning and Administration within the Department of Health and Social Services and one copy to the State Examiner. The audit shall conform to the requirements of W.S. 16-4-121 through 16-4-123 and W.S. 16-4102(a)(ix). The audit shall be performed within sixty (60) days after the end of the provider's fiscal year. Compliance with this section of the contract will be based on the State Examiner's review and acceptance or rejection of the audit in conformity with W.S. 26-4-123:

(I) All federal funds

(II) All state funds by source;

(III) All county funds;

(IV) All municipal funds; and

(V) All funds received from private sources including client fees.

(E) To termination of the contract is not using contract funds for contract purposes;

(I) The program provider is not using contract funds for contract purposes;

(II) The contract program is not being administered in accordance with W.S. 35-1-611 through 35-1-627;

(III) The program is not of an acceptable standard or quality;

(IV) The provider is not complying with the terms of the contract; or

(V) The provider commits an act or omission in violation of federal, state, or local laws or rules of the Division which would affect services to clients.

(xi) An express provision that the Division does not waive its sovereign immunity by entering into the contract and fully retains all immunities and defenses provided by law with regard to any action based on the contract.

(xii) An express provision that funds received from the Division may be used to pay for the costs of the audit.

(b) The contract may contain individualized provisions for specific requirements or conditions which are necessary and appropriate to the contractual relationship with the provider.

(c) The contract shall be dated and signed by the Director of the Department, the Administra-

tor of the Division, the chairman of the board of directors of the provider and attested to by the treasurer of the board of directors of the provider. If the provider is a community human services board, the officers of the board shall sign the contract on its behalf.

(d) The contract shall be executed in duplicate originals, one to be delivered to the provider and one to be retained by the Division.

(e) Upon receipt of the executed contract, the Administrator shall take the necessary steps to purchase the services offered by the provider and to remit payment to the provider.

### Section 3. Termination of the Contract.

(a) In order to terminate a contract with a provider, the Administrator must notify the president or chairman of the board of directors of the program by certified mail that the Division has determined that the program is not meeting the terms of the contract with the Division. This notification shall be in the form of a formal complaint against the program. The complaint will be handled in accordance with Chapter XI of these rules. A program which has had its certification revoked in accordance with the provisions of Chapter VIII of these rules is not entitled to a hearing on termination of the contract.

(b) If at any time the Administrator finds that the health and safety of clients are in imminent danger, the Administrator shall immediately make arrangements to place the clients in a safe setting and terminate all funding to the program until a hearing can be held.