

This contract is between BEHAVIORAL HEALTH SERVICES OF RACINE COUNTY (BHS) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and GOODWILL INDUSTRIES OF SOUTHEASTERN WISCONSIN, whose principal business address is 5400 S. 60<sup>th</sup> Street, Greendale, Wisconsin 53129, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2016 through December 31, 2016.

The Provider employee responsible for day-to-day administration of this contract will be Kara Grennier, whose business address is 5400 S. 60<sup>th</sup> Street, Greendale, Wisconsin 53129, telephone number (414) 847-4898, e-mail address kara.grennier@goodwillsew.com. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

The Purchaser employee responsible for day-to-day administration of this contract will be Mary Perman, (262) 638-6650, e-mail Mary.Perman@goracine.org, whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

This contract becomes null and void if the time between the Purchaser's authorized signature and the Provider's authorized signature exceeds sixty days.

(signed) Charles J. Stedler  
PROVIDER'S AUTHORIZED REPRESENTATIVE  
12/16/15  
DATE

(signed) Janet Velazquez  
COUNTY EXECUTIVE  
01-18-16  
DATE

(signed) Henry M. Christensen  
COUNTY CLERK  
1/8/16  
DATE

(signed) \_\_\_\_\_  
COUNTY BOARD CHAIRPERSON  
DATE

(Two Purchasers' signatures required for fully executed agreement.)

CERTIFIED TO BE CORRECT AS TO FORM

REVIEWED BY FINANCE DIRECTOR

By

[Signature]  
Racine County Corporation Counsel  
1.13.16  
Date

[Signature]  
Signature  
1/8/16  
Date

This agreement (including the Exhibits) and the Racine County Human Services *Contract Administration Manual* (revised August 2006), which is incorporated herein by references as if set forth in full, constitute the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein. This agreement may be amended in accordance with the Racine County *Contract Administration Manual*.

I. CERTIFICATION OF SERVICES

- A. Provider agrees to meet the program standards as expressed by State, Federal and County laws, rules, and regulations applicable to the services covered by this agreement. If the Provider obtains services for any part of this Agreement from another subcontractor, the Provider remains responsible for fulfillment of the terms and conditions of the contract. Provider shall give prior written notification of such subcontractor to the Purchaser for approval.
- B. Provider agrees to notify Purchaser immediately whenever it is unable to comply with the applicable State, Federal and County laws, rules and regulations. Non-compliance will result in termination of Purchaser's obligation to purchase those services.
- C. Provider agrees to comply with all applicable state certification and licensing requirements as well as state, local and municipal zoning laws and ordinances when applicable. The contract agency must provide copies of the current license certification and transmittal letter from the Department of Health and Family Services.
- D. The authorized official signing for the Provider certifies to the best of his or her knowledge and belief that the Provider defined as the primary participant in accordance with 45 CFR Part 76, and its principles:
  - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
  - 2. Have not within a 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
  - 3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
  - 4. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be included with the signed contract.

The Provider agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction." Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

- E. Provider agrees to follow the requirements of Administrative Code HFS 12, and Wisconsin Statute 48.685 and 50.065 regarding Caregiver Background Checks. Provider agrees to cooperate with Purchaser to implement Caregiver Background Checks, if Provider is licensed

by, or certified by Purchaser. If Provider is licensed by, or certified by, the State of Wisconsin, and is required by ss 48.685 and 50.685 to perform Caregiver Background Checks, Provider will maintain the appropriate records showing compliance with the law and the Administrative Code HFS 12.

- F. Provider agrees to cooperate in site reviews and to take such action as prescribed by the Purchaser to correct any identified noncompliance with Federal, State and County laws, rules, and regulations.

## II. RECORDS

- A. Provider shall maintain records as required by State and Federal laws, rules and regulations.
- B. Provider shall assist the Purchaser in meeting any obligations under the Public Records Law.
- C. Provider shall maintain all employment records.

## III. FISCAL RESPONSIBILITIES

- A. Charge no more than 10% for management and general expenses as defined in proposal application. The 10% costs can be computed on program expenses only.
- B. Provider agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.
- C. In accordance with s.s.46.036 and the purchase of professional services, there is no need for a formal audit. However, in the event that any costs appear to be inconsistent with industry norms, the purchaser reserves the right to request documentation of billed expenses and conduct an Audit Review.
- D. Upon completion of the audit review by Purchaser, if Provider received funds in excess of actual allowable costs or actual unit costs, or if Purchaser has identified disallowed costs, Provider shall refund excess monies to Purchaser. If Provider fails to return funds paid in excess, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- E. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See DHS or DCF *Allowable Costs Policy Manual*.)
- F. If the Provider requests an advance payment in excess of \$10,000.00, the Provider agrees to supply a surety bond per s. 46.036(3)(f) Wis. Stats. The surety bond must be an amount equal to the amount of the advance payment Provider has requested.
- G. Provider will be responsible for payment of all wages, payroll taxes, worker's compensation, social security, federal and state unemployment insurance and any and all other federal and state taxes related to the staff.

## IV. INDEMNITY AND INSURANCE

- A. To the fullest extent permitted by law, the Provider agrees to indemnify and hold harmless the Purchaser, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including attorney's fees), which arise out

of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the Provider or any subcontractor of the Provider, or any officer, employee or agent of the subcontractor of the Provider, or any other person for whom Provider is responsible. The Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the Purchaser. Provider shall immediately notify Purchaser of any injury or death of any person or property damage on Purchaser's premises or any legal action taken against Provider as a result of any said injury or damage.

- B. Provider shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the Wisconsin Insurance Department in an amount deemed acceptable by Purchaser. Upon the execution of this Contract and at any other time if requested by Purchaser, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.
- C. The Provider shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
  - 1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.
  - 2. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate.
- D. Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.

V. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) and the Contract Information for Agencies cover sheet by the 10th day following the close of the month. Billings received by the 10th day shall be reimbursed within 15 business days.
- B. All 2016 Provider billings must be received by the Purchaser on or before January 20, 2017, or in the case of termination of contract during the contract period, 20 days after effective date of termination.

- C. Purchaser shall not be held financially liable for any payment for service received from Provider if the billing for such service is received 90 days or more from the date of the service provided to the respective client.
- D. Method of payment shall be the following:

Reimbursement of Actual Expenses

Provider shall bill Purchaser monthly on the appropriate line of the Purchaser's Contract Information for Agencies Form (CIA). Provider shall be reimbursed for actual program expenses reported on the CIA Form. Provider shall maintain financial statements or other documentation of total program expenses submitted for payment. Actual expenses cannot exceed the total amount specified in the contract without renegotiation.

VI. CIVIL RIGHTS COMPLIANCE PLAN

- A. The Provider agrees to submit to the Purchaser a Civil Rights Compliance Letter of Assurance (CRC LOA). A current copy of the Subrecipient Civil Rights Compliance Action plan for Meeting Equal Opportunity Requirements under Title VI and VII of the Civil Rights Act of 1964, Section 503 and 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Health Act, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Omnibus Budget Reconciliation Act of 1981, the Americans with Disabilities Act (ADA) of 1990, and the Wisconsin Fair Employment Act is also required if Provider employs 50 or more employees and receives \$50,000 or more in funding. The Provider shall attach its CRC LOA and individual CRC Action Plan as part of this contract. Affirmative Action plans are required from vendors which receive \$50,000 or more in state money and have 50 or more employees as of the award date of the contract.
- B. In accordance with the terms of the contract, Provider agrees to comply with the Affirmative Action/Civil Rights Compliance incorporated in Section Three (III) of the Racine County Human Services Department *Contract Administration Manual*.
- C. The Purchaser will take constructive steps to ensure compliance of the Provider with the provisions of the subsection. The Provider agrees to comply with Civil Rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.

VII. GENERAL CONDITIONS

- A. This Contract is contingent upon authorization of Wisconsin and United States Law and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. It is agreed that the parties' obligations hereunder are conditional upon securing the approval of the necessary State authorities of this purchase Contract. It is further agreed that, in the event the State reimbursement which is contemplated under this Contract is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the contracted obligations of each party shall be terminated, without prejudice to any obligations or liabilities of either party.
- C. The provider shall complete criminal background checks on required staff prior to starting work for the County. The provider shall confirm in writing to the County's requesting Division Manager that they have successfully conducted the background checks prior to the commencement of work and that the provider will not use any staff for which background checks have revealed

factors that make them unsuitable for the activity to be undertaken for the County. This includes replacement staff. All records received as a result of the background checks are to be retained by the Provider for the duration of the staff's assignment at the County.

The County reserves the right to request the results of the background checks and/or to do additional background checks on their own.

The County reserves the right to require immediate removal of any Provider employee from County service it deems unfit for service for ANY reason not contrary to law. This right is non-negotiable and the Provider agrees to this condition by accepting this Contract.

- D. All contracted employees must successfully complete drug screening, driver's license checks and reference checks. Driver's license checks will be performed once a year for applicable staff.
- E. Provider is responsible for recruitment of all staff. Racine County may request applications, resumes and interviews. The County reserves the right to reject any contract staff if, at the County's discretion, the person's skill level does not meet the job qualifications.
- F. All contracted staff shall be required to follow Racine County Human Resources Condensed Policy Manual for Student Interns, Volunteers, Temporary Agency and Contracted Staff.
- G. Provider agrees to use reasonable efforts to ensure the continuity of staff assigned to perform services under this contract. In the case of provider employee absence due to planned vacation, training or other reasons, Provider will make every effort to provide support if requested by County.
- H. All staff shall be employed by the Provider. The Provider shall be responsible for the payment of all wages, all payroll taxes, worker's compensation, social security, federal and state unemployment insurance, and any and all other federal and state taxes relating to the staff furnished under this agreement. The Provider shall also comply with all other laws related to employees, such as wage and hour laws, safety and health requirements, and any and all other employer requirements.
- I. The County will not be considered a joint employer of the Provider's employees under this contract. Furthermore, the County will not be liable, either jointly or severally, for violations of the Fair Labor Standards Act (FLSA). Specifically, the Provider shall:
  - 1. Determine the FLSA Status (exempt or non-exempt) status of their employees.
  - 2. Keep track of the total hours its employees actually work, for all employees, in each work week.
  - 3. Compute and pay its employee's worker's wages, including overtime benefits.
  - 4. Maintain FLSA required records for its workers.
  - 5. Serve as the employer for the purposes of family medical leave and all other applicable employment laws.
- J. Travel with personal vehicles may be required for some positions. Provider shall reimburse contracted staff for mileage in personal vehicles at the prevailing federal reimbursement rate that is in affect during the time of travel. The staff is responsible for any and all parking costs.
- K. Provider shall be responsible for all performance evaluations and discipline.
- L. Purchaser may investigate any complaint received concerning the operation and services purchased including review of clinical service records and administrative records subject to restrictions by law. This may include contacting clients both past and current as required.

- M. Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing with the understanding of the resolution of the complaint.
- N. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- O. Either party may terminate this agreement by giving written notice of intent to terminate at least thirty (30) days prior to the date of termination.
- P. Renegotiation or termination of this contract shall be determined by procedures outlined in the Racine County *Contract Administration Manual* and Chapter 68, Wis. Stats.

VIII. RESOLUTION OF DISPUTES

The Provider may appeal decisions of the Purchaser in accordance with Racine County Human Services Department *Contract Administration Manual* and Chapter 68, Statutes.

IX. HEALTH INSURANCE AND ACCOUNTABILITY ACT OF 1996 "HIPAA" APPLICABILITY

- A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.
- B. If during the contract term (Purchaser) determines that a business associate relationship exists between the parties as defined by HIPAA the (Purchaser) and (Provider) mutually agree to modify the Agreement to incorporate the terms of a Business Associate Agreement, as defined by HIPAA, to comply with the requirements HIPAA and of HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Privacy Rule"), dealing with the confidentiality of health or health-related information, and Title 45, Part 142 of the Code of Federal Regulations ("Security Rule"), dealing with the standards for the security of individual health information that is electronically maintained or transmitted, and Title 45, Part 162 of the Code of Federal Regulations ("Transaction Rule") dealing with standards for electronic transactions.

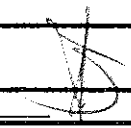
**XII. COST AND SERVICES TO BE PROVIDED**

A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this agreement will be determined by the Purchaser.

B. Purchaser agrees to pay Provider for the actual services rendered by Provider and authorized by Purchaser at the contracted amount.

C. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section will not exceed the total contracted dollar amount.

Account #	Program	Total	Units	Unit Rate	Method of Payment
5710507	IDP Program Staff mileage reimbursement	\$ 218,771	Actuals Actuals	N/A Federal rate	Actuals Actuals
5711408	ADOA Treatment Services Staff mileage reimbursement	\$ 33,449	Actuals Actuals	N/A Federal rate	Actuals Actuals
5711507	ADOA Treatment Services Staff mileage reimbursement	\$ 273,508	Actuals Actuals	N/A Federal rate	Actuals Actuals
5711508	AODA Jail Alternatives Staff mileage reimbursement	\$ 111,486	Actuals Actuals	N/A Federal Rate	Actuals Actuals
5714501	Crisis Services Staff Mileage Reimbursement	\$ 497,498	Actuals Actuals	N/A Federal Rate	Actuals Actuals
5714507	Mental Health Treatment Serv Staff mileage reimbursement	\$ 571,216	Actuals Actuals	N/A Federal Rate	Actuals Actuals
5714509	CSP Staff mileage reimbursement	\$ 424,615	Actuals Actuals	N/A Federal Rate	Actuals Actuals
5714509	Certified MH Program mileage reimbursement	\$ 100,300	actuals actuals	N/A Federal Rate	Actuals
5714510	CCS Staff mileage reimbursement	\$ 140,484	Actuals Actuals	N/A Federal Rate	Actuals Actuals
5714604	Adult Protective Services Staff mileage reimbursement	\$ 321,917	Actuals Actuals	N/A Federal Rate	Actuals Actuals
5714614	Targeted Case Management - COP mileage reimbursement	\$ 33,646	Actuals Actuals	N/A Federal Rate	Actuals Actuals
5714614	Targeted Case Management -BCA mileage reimbursement	\$ 42,832	Actuals Actuals	N/A Federal Rate	Actuals
5750990	Operational Staff mileage reimbursement	\$ 221,407	Actuals Actuals	N/A Federal Rate	Actuals Actuals
Total Program:		\$ 2,991,129			

Approved by HSD Fiscal Manager 



PROGRAM DESCRIPTION

The Provider will provide contracted staff and payroll services for the Behavioral Health Services of Racine County located at the Racine County Dennis Kornwolf Service Center.

The following positions will be staffed by the provider: Behavioral Health Services Assistant Director, Licensed Clinical Social Worker (LCSW) Clinical Supervisor, Adult Protective Services Workers, Crisis staff, Receptionist, Typist, Clerical Staff, Clinical Staff, Community Support Program (CSP) Staff, Comprehensive Community Support Program (CCS) staff and AODA Jail Alternatives staff. All positions and job descriptions will be approved by the Human Services Department. Provider will ensure that all clinical staff hold individual liability insurance.

All Provider employees will have paid holidays that coincide with holidays of the Racine County Dennis Kornwolf Service Center. Paid holidays to include: New Year's Day, Good Friday, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve.

PROGRAM EVALUATION

1. 100% of the time, the position funded through this contract will be filled with effective staff.
2. The Provider, as the employing entity, will support the compliance of RCDKSC and HSD policies and procedures by their staff.
3. The Provider's staff members will assist the Adult Services Division to meet or exceed all program performance standards developed by the State of Wisconsin Department of Health and Human Services.
4. Adhere to all reporting requirements as determined by the Adult Services Division.