


This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and UNITED WAY OF RACINE COUNTY, INC., whose principal business address is 2000 Domanik Drive, Racine, Wisconsin 53404, 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 Barbara Jopke, whose business address is 2000 Domanik Drive, Racine, Wisconsin 53404, telephone number (262)898-2246, e-mail address [bjopke@unitedwayracine.org](mailto:bjopke@unitedwayracine.org). 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](mailto: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)   
PROVIDER'S AUTHORIZED REPRESENTATIVE 3.31.16  
DATE

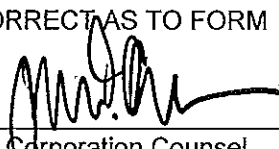
(signed)   
COUNTY EXECUTIVE 4-13-16  
DATE

(signed)   
COUNTY CLERK 4/13/16  
DATE


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

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

CERTIFIED TO BE CORRECT AS TO FORM

By   
Racine County Corporation Counsel  
4/12/16  
Date

REVIEWED BY FINANCE DIRECTOR

  
Signature  
4/4/16  
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. All records of treatments provided by Provider to clients are property of the Provider, but are subject to disclosure to Purchaser, as allowed by State and Federal laws, rules and regulations on disclosure of patient treatment records. Provider will permit inspection and/or copying of patient and program records by representatives of the Purchaser and by representatives of the Department of Health and Family Services. Duly authorized representatives of Purchaser shall have the right to review records relating to clinical goals and to the client's treatment progress. The parties agree to comply with State and Federal laws, rules and regulations relating to confidentiality of records.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. In the event that the Provider meets the criteria of a qualified service organization as defined in 42 CFR § 2.11, the Provider acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records, it is fully bound by 42 CFR § 2 et. Seq. and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR § 2 et. Seq. However, the parties further agree that pursuant to 42 CFR § 2.12 (c) (4) that the restrictions on disclosure in 42 CFR § et. Seq. do not apply to communications between the Racine County Section 51.42 board and the Provider regarding information needed by the Provider to provide services to the Racine County 51.42 board.
- E. Provider shall assist the Purchaser in meeting any obligations under the Public Records Law.

## III. REPORTING

- A. Provider shall submit all required evaluation reports within the time frames identified in this contract. Failure to submit required reports according to identified time frames will result in Purchaser withholding payments until the reports are received by Purchaser. Provider may seek an extension if it is determined the delay is a result of circumstances beyond Provider's control. Additional reporting may be required for programs funded with federal or state grant money, or other designated fund sources.
- B. If notified by Purchaser, Provider will submit a report by the 10<sup>th</sup> day of the following month showing authorized clients and units provided.

## IV. 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. Charge no greater amount than defined in proposal application for profit which will be computed as per the Allowable Cost Policy (private for-profit provider).
- C. 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.
- D. In accordance with s.s.46.036, each vendor agency must provide an annual audit to the county agency, unless the audit requirement is waived by the Department. The standards for the vendor agency annual audits vary by type of agency and amount of Federal funds received as shown below.
  - 1. Non-Profit Agencies and Institutions: audits must be completed pursuant to the *Provider Agency Audit Guide* or *DHS Audit Guide* and, if the vendor expends more than \$500,000 annually in Federal financial assistance, to OMB Circular A-133. See OMB Circular A-133 for the distinction between vendors and subrecipients.
  - 2. For Profit Agencies: audits must be completed pursuant to the purchase contract language, the Department's *Provider Agency Audit Guide* or *DHS Audit Guide* and current DHS or DCF Purchase of Service Instructions.
  - 3. Governmental Units: audits must be completed pursuant to the *State Single Audit Guidelines* and appendices and, if the governmental unit expends more than \$500,000 annually in federal financial assistance, to federal OMB Circular A-133.
- 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. Transfer a client from category of care or service to another only with the approval of the Purchaser.
- G. Audits shall be due no later than June 30 following the end of the contract period, or in the case of a termination of the contract during the contract period, 120 days after effective date of termination. Audits which are not in compliance will be returned for corrective action by Provider agency, at the expense of the Provider agency. Noncompliance may result in nonpayment of current contracted services and termination of current contract.
- H. Submit a written request to Racine County to expend any reserve amounts. The request must be submitted no later than 30 days after receipt of the audit. The request for expenditure of reserve amounts must specify the proposed purpose of utilizing the reserve amount. Reserve amounts not approved by HSD will be refunded to Racine County.
- I. 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 at the time of audit submission as per Section IV G. If Provider fails to return funds paid in excess and fails to request expenditure of any reserve amount or is denied the request to expend any reserve amount, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- J. 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.

V. 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 costs of investigation and 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 State of Wisconsin Office of the Commissioner of Insurance 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.

VI. AUTHORIZATION PROCESS

- A. No services will be paid for unless the services are authorized by the Purchaser or the Purchaser's designee. Authorization will be determined solely on the prospective client's need for services as determined by Purchaser. Purchaser shall not be liable for payment of services rendered to potentially eligible clients unless Provider complies with the request for authorization

procedures as outlined in this agreement and as may be agreed to from time to time by the parties in writing.

- B. Purchaser designates the case manager as the agent for the Purchaser in all matters regarding the care of the person for whom service is being sought. The authority of the case manager as agent includes but is not limited to the following:
1. To participate in the development of and approve or disapprove the individual care plan for each authorized individual.
  2. To approve or disapprove the care provided.
  3. In the case of out-of-home placements, to visit the facility and to contact the authorized resident at any time.
  4. To review the records of any authorized individual during normal business hours and to monitor the performance of services provided to authorized individuals. The Provider will cooperate with the Purchaser in these efforts and will comply with the requirements of monitoring plans.
  5. In the case of out-of-home placements, to be notified by the Provider within one day of any significant change in the condition of any purchaser-supported resident.

VII. 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. HSD shall not assume liability for insurance co-payments, spenddowns, or other forms of joint payments.
- E. Method of payment shall be one of the following, as specified in Section XII:

Unit Rate Billing:

Provider shall bill per client on Purchaser authorization/billing form (Fiscal A-5 or A-6). Such billings will include authorized clients, authorized units per client, units of service provided per client, the unit rate, the gross monthly charge, collections, and net cost per client. Purchaser will pay the net cost for authorized only services.

1/12 Reimbursement:

Provider shall be reimbursed monthly at an amount not to exceed 1/12 of the total contract.

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.

F. Collections

1. Provider agrees to use due diligence to ascertain from clients and prospective clients all potential sources of payment and sources of revenue to pay for the services. Specifically, the Provider agrees not to bill for clients covered by Title 19, Medicare, private insurance which covers the charges for the service received; or have the ability to pay for the needed services.
2. If Purchaser authorizes services and it is determined that a third party payor is obligated to pay for the services or the patient has the ability to pay, Provider will not request further payment from Purchaser for services, and Provider shall reimburse Purchaser the amount reimbursed by the third party for prior services by crediting Purchaser on the next billing. All payments by the patient or third parties made to Provider for services previously paid for by Purchaser shall be credited to Purchaser on the next billing.
3. Provider will charge a uniform schedule of fees as defined in s. 46.031(18), Wis. Stats., unless waived by Purchaser with written approval of the Department of Health and Family Services. In the case of clients authorized and funded under the Community Options Program and the Medicare Waiver programs, the clients and their families may be liable to pay for services under policies and procedures developed under the *Community Options Program Cost Sharing Guidelines* and the *Medicaid Waiver Guidelines*.
4. Monies collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract as specified in Section VII F(2).
5. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.

G. Purchaser reserves the right to decrease units of service to meet actual needs. An increase in the units of service to be provided may be negotiated at the discretion of Purchaser.

VIII. DISCRIMINATION

- A. The Provider agrees to submit to the Purchaser a Civil Rights Compliance Letter of Assurance (CRC LOA) regardless of the number of employees and the amount of funding received. 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.

IX. 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. 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.
- D. 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.
- E. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- F. 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.
- G. All capital equipment purchased with funds from this contract may at the discretion of Racine County revert to Racine County at the termination of this contract period or subsequent contract periods. Computer equipment authorized within this contract budget will require Purchaser's approval prior to purchase and authorized payment.
- H. Provider shall acknowledge Racine County as a funding source in all manner of communication including letterhead, brochures, pamphlets, and other forms of media exposure. Racine County may at its discretion identify the type of acknowledgment necessary for recognition.
- I. Provider agrees to list all external job vacancies on Job Net.
- J. Renegotiation or termination of this contract shall be determined by procedures outlined in the Racine County *Contract Administration Manual* and Chapter 68, Wis. Stats.

X. 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.



XI. 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.

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

A. Purchaser agrees to pay Provider for the actual services which are described in Exhibit A and rendered by Provider at the contracted amount.

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

Account #	Program	Total	Units	Unit Rate	Method of Payment
1533980	Community Family Resource Center Network	\$ 6,405	N/A	N/A	One Payment

Approved by HSD Fiscal Manager 

PROGRAM DESCRIPTION

**Community Family Resource Center Network**

Purchaser will allocate \$6,405 in one payment upon execution of this agreement and receipt of invoice from Provider as match funding for the Community Family Resource Center Network funded through the Children's Trust Fund.

2016 VENDOR AGENCY AUDIT CHECKLIST

A copy of this document must be completed, signed, and included in the audit submitted by your independent auditor.

Summary of Audit Results

Name of Agency \_\_\_\_\_

Period of Audit \_\_\_\_\_

1. The type of opinion issued on the financial statements of the auditee (i.e., unqualified opinion, qualified opinion, adverse opinion, or disclaimer of opinion). \_\_\_\_\_

2. Does the auditor have substantial doubt about the auditee's ability to continue as a going concern? Yes / No

3. Does the audit report show material non-compliance? Yes / No

4. Does the audit report show material weakness(es) or other reportable conditions? Yes / No

5. Does the audit report show audit issues (i.e. material non-compliance, non-material non-compliance, questioned costs, material weakness, reportable condition, management letter comment) related to grants/contracts with funding agencies that require audits to be in accordance with the *Provider Agency Audit Guide*:

- Department of Health and Family Services Yes / No / NA
- Department of Workforce Development Yes / No / NA
- Department of Corrections Yes / No / NA
- Other funding agencies (list) Yes / No

6. Was a Management Letter or other document conveying audit comments issued as a result of this audit? Yes / No

7. Signature of Partner in Charge: \_\_\_\_\_

Date of report: \_\_\_\_\_