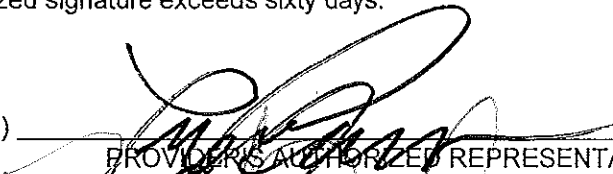



This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and ENERGY SERVICES, INC., whose principal business address is 1225 South Park Street, Madison, Wisconsin 53715, hereinafter referred to as Provider. This contract is to be effective for the period October 1, 2017 through September 30, 2018.

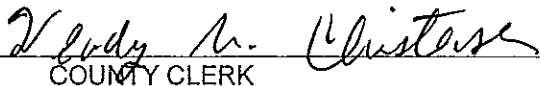
The Provider employee responsible for day-to-day administration of this contract will be Timothy Bruer, whose business address is 1225 South Park Street, Madison, Wisconsin 53715, telephone number (608)267-8837, e-mail address tbruer@sbcglobal.net. In the event that the administrator is unable to administer 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) 
PROVIDER'S AUTHORIZED REPRESENTATIVE
9.22.17
DATE

(signed) 
COUNTY EXECUTIVE
10-7-17
DATE


(signed) 
COUNTY CLERK
10/3/17
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 
Racine County Corporation Counsel
10-4-17
Date


Signature
10/3/17
Date

This agreement (including the Exhibits) constitutes the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein.

I. CERTIFICATION OF SERVICES

- A. Provider agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and Provider's response thereto, if any; and on the attached Exhibits, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of this Agreement or any of them, it is agreed that the terms of this Agreement, to the extent of any conflict, are controlling.
- B. 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.
- C. Provider agrees to secure at Provider's own expense all personnel necessary to carry out Provider's obligations under this Agreement. Such personnel shall not be deemed to be employees of Purchaser. Provider shall ensure Provider's personnel are instructed that they will not have any direct contractual relationship with Purchaser. Purchaser shall not participate in or have any authority over any aspect of Provider's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- D. Purchaser shall have the right to request replacement of personnel. Provider shall comply where such personnel are deemed by County to present a risk to consumers. In other instances, the parties shall cooperate to reach a reasonable resolution of the issue.
- E. Provider shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. 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.
- F. Where required by law, Provider must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. Provider shall fully cooperate with licensing and certification authorities. Provider shall submit copies of the required licenses or certifications upon request by Purchaser. Provider shall promptly notify Purchaser in writing of any citation Provider receives from any licensing or certification authority, including all responses and correction plans.
- G. 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.

- H. Provider agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law. Provider agrees to follow the requirements of Administrative Code DHS 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.
- I. 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 retain any record required to be kept on behalf of Purchaser for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.
- C. It is understood that in the event this Agreement terminates for any reason, Purchaser, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement. If, as the result of the expiration or termination of this Agreement, Provider discontinues services provided under this Agreement to any client who continues to require such service, Purchaser shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by Provider under this Agreement.
- D. 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.
- E. 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.

- F. Provider agrees to assist Purchaser in promptly fulfilling any public records request, in the manner determined by Purchaser, of a record not protected by a law requiring confidentiality that Provider keeps or maintains on behalf of Purchaser.

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 10th 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. 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*.)
- E. Transfer a client from category of care or service to another only with the approval of the Purchaser.
- F. 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.
- G. 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.
- H. 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.

- I. **Requirement to Have an Audit.** Unless waived by Racine County, the sub-recipient (auditee) shall submit an annual audit to Racine County if the total amount of annual funding provided by Racine County (from any and all of its Divisions taken collectively) for all contracts is \$25,000 or more. In determining the amount of annual funding provided by Racine County the sub-recipient shall consider both: (1) funds provided through direct contracts with Racine County and (2) funds from Racine County passed through another agency which has one or more contracts with the sub-recipient.

- J. **Audit Requirements.** The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statutes § 46.036 and § 49.34, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this contract. In addition, the sub-recipient is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 1. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal sub-awards.
 - 2. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 lists the required conditions.
 - 3. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS sub-recipient audit requirements. An audit report is due Racine County if a sub-recipient receives more than \$25,000 in pass-through money from Racine County as determined by Wisconsin Statute § 46.036.
 - 4. The DCF appendix to the SSAG contains additional DCF-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DCF sub-recipient audit requirements. An audit report is due Racine County if a sub-recipient receives more than \$25,000 in pass-through money from Racine County as determined by Wisconsin Statute § 49.34. Audits must be performed in accordance with the SSAG and the DCF appendix unless required by contract to follow the Provider Agency Audit Guide (PAAG).

- K. **Source of Funding.** Funding could be a mixture of state/federal/local funds. Sub-recipients may request confirmation of funding information when it becomes available to Racine County from the state. The information will include the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting the contract.

- L. **Audit Reporting Package.** A sub-recipient that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to Racine County a reporting package which includes the following:
 - 1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.

2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
 3. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
 4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
 5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
 6. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the sub-recipient is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the sub-recipient receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Supplemental Schedule is only required if the sub-recipient is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Supplemental Schedule is only required if the sub-recipient is a for-profit entity.
 9. *Additional Supplemental Schedule(s) Required by Funding Agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For sub-recipients that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to Racine County shall include all of the above items except items 4 and 5.

M. **Audit Due Date.** Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

N. **Submitting the Reporting Package.** The auditee or auditor must send a copy of the audit report to all granting agencies that provided funding to the auditee. Check the contract or contact the other funding agencies for information on where to send the audit report and the proper submission format.

Audit reports should be sent to:

Racine County Human Services
Attn: Accountant Supervisor, Contracts & Audits
1717 Taylor Avenue
Racine, WI 53403

O. **Access to Auditee's Records.** The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The auditee shall permit appropriate representatives of Racine County to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of Racine County to conduct or arrange for other audits or review of federal or state programs. Racine County shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

- P. **Access to Auditor's Work Papers.** The auditor shall make audit workpapers available upon request to the auditee, Racine County or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- Q. **Failure to Comply with Audit Requirements.** Racine County may impose sanctions when needed to ensure that auditees have complied with the requirements to provide Racine County with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
1. The auditee did not have an audit.
 2. The auditee did not send the audit to Racine County or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with Racine County or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- R. **Sanctions.** Racine County will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to Racine County because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that Racine County determines is necessary to protect federal or state pass-through funding.

- S. **Close-Out Audits.** A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by Racine County upon written request from the sub-recipient, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The auditee shall ensure that its auditor contacts Racine County prior to beginning the audit. Racine County or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by Racine County is the responsibility of the auditee.

Racine County may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, Racine County may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

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.
- E. Provider is prohibited from waiving Purchaser's right to subrogation. When obtaining required insurance under this Agreement and otherwise, Provider agrees to preserve Purchaser's subrogation rights in all such matters that may arise that are covered by Provider's insurance.

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 2017 Provider billings must be received by the Purchaser on or before January 18, 2018, 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. NON-DISCRIMINATION

A. During the term of this agreement, Provider agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

B. Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

C. Provider and all subcontractors agree not to discriminate on the basis of disability in accordance with the Americans With Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and the Racine County Ordinances. Provider agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.

D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, Provider agrees to offer "programmatically accessibility" to recipients (real or potential) of said services and programs (e.g., change time/location of service).

E. Provider agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. Provider agrees to train staff in human relations techniques and sensitivity to persons with disabilities. Provider agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. Provider agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in Provider's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in Provider's programs and services.

F. Provider agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. Provider agrees that it will employ staff with bilingual or special foreign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. Provider will provide, free of charge, all documents

necessary to its clients' meaningful participation in Provider's programs and services in alternative languages appropriate to the needs of the client population. Provider agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in Provider's programs and services.

- G. Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is available at <https://www.dhs.wisconsin.gov/civil-rights/index.htm>. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this Agreement. Provider agrees to develop and attach to this Agreement a Civil Rights Compliance Letter of Assurance regardless of the number of employees and the amount of funding received.
- H. Provider agrees to comply with the Purchaser's civil rights compliance policies and procedures. 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. Provider agrees to furnish all information and reports required by the Purchaser as they relate to affirmative action and non-discrimination. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- I. Provider shall post the Equal Opportunity Policy; the name of the Provider's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be consistent with Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Provider shall supply to the Purchaser's contract administrator upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- J. In all solicitations for employment placed on Provider's behalf during the term of this Agreement, Provider shall include a statement to the effect that Provider is an "Equal Opportunity Employer."

IX. GENERAL CONDITIONS

- A. Provider shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of Purchaser, unless otherwise provided herein. Claims for money due to Provider from Purchaser under this Agreement may be assigned to a bank, trust company or other financial institution without County consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to Provider shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. Provider shall furnish Purchaser with notice of any assignment or transfer.
- B. **CONFIDENTIALITY.**
1. Provider agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, the parties agree that:
 - a. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
 - b. Provider knows and understands it is not entitled to any client specific

information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.

- c. Upon request from Purchaser, client specific information, including, but not limited to, treatment information, shall be exchanged between the parties consistent with applicable federal and state statutes, for the following purposes:
 - i. Research (names and specific identifying information not to be disclosed);
 - ii. Fiscal and clinical audits and evaluations;
 - iii. Coordination of treatment or services; and
 - iv. Determination of conformance with court-ordered service plans.
- 2. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.
 - a. The Provider agrees to comply with the federal regulations implementing the HIPAA and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Agreement.
 - b. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the Purchaser must comply with all provisions of the law. If Purchaser has determined that Provider is a "Business Associate" within the context of the law, Provider will sign and return an approved Business Associate Agreement, which will be included and made part of this Agreement.
- C. Provider agrees to cooperate with departments, agencies, employees, and officers of Purchaser in providing the services described herein. Where Provider furnishes counseling, care, case management, service coordination or other client services and Purchaser requests Provider or any of Provider's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this agreement include Provider making itself or its employees available to provide such evidence requested by Purchaser as authorized by law.
- D. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this agreement. Any party changing its address shall notify the other party in writing within five (5) business days.
- E. In order for Provider and the people Provider serves to be prepared for an emergency such as tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, Provider shall develop a written plan that at a minimum addresses: (1) the steps Provider has taken or will be taking to prepare for an emergency; (2) which of Provider's services will remain operational during an emergency; (3) the role of staff members during an emergency; (4) Provider's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility; (5) evacuation routes, means of transportation and use of alternate care facilities and service providers (such as pharmacies) with which Provider has emergency care agreements in place; (6) how Provider will assist clients/consumers to individually prepare for an emergency; and (7) how essential care records will be protected, maintained and accessible during an emergency. A copy of the written plan should be kept at each of Provider's office(s). Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

- F. During the term of this Agreement, Provider shall report to the Purchaser's contract administrator, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that Provider has violated a statute or regulation regarding labor standards or relations. If an investigation by the Purchaser results in a final determination that the matter adversely affects Provider's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, Purchaser may take such action. Provider may appeal any adverse finding as set forth at Article X.
- G. 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.
- H. 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.
- I. 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.
- J. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- K. 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.
- L. 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.
- M. Provider agrees to list all external job vacancies on Job Net.
- N. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by Purchaser of any breach of the covenants of this Agreement or a waiver of any default of Provider. The making of any such payment or acceptance of any such service or product by Purchaser while any such default or breach shall exist shall in no way impair or prejudice the right of Purchaser with respect to recovery of damages or other remedy as a result of such breach or default.
- O. Provider may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by the parties, the invention(s) shall be jointly owned.
- P. PENALTIES.
 - 1. Provider shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by Purchaser. Concurrent with notification, Provider shall submit either a request for an alternative deadline or other course of action or both. Purchaser may grant or deny the request. Purchaser has the prerogative to withhold payment to Provider upon denial of request or until any condition set by Purchaser is met. In the case of contracts that have been renewed or continued

from a previous contractual period, Purchaser may withhold payment in the current period for failures that occurred in a previous period.

2. If Purchaser is liable for damages sustained as a result of breach of this Agreement by Provider, Purchaser may withhold payments to Provider as set off against said damages.
3. If, through any act of or failure of action by Provider, Purchaser is required to refund money to a funding source or granting agency, Provider shall pay to Purchaser within ten (10) working days, any such amount along with any interest and penalties.

Q. This Agreement or any part thereof, may be renegotiated at the option of Purchaser in the case of: (1) increased or decreased volume of services; (2) changes required by Federal or State law or regulations or court action; (3) cancelation, increase or decrease in funding; (4) changes in service needs identified by Purchaser; (5) Provider's failure to provide services purchased; or (6) upon any mutual agreement. Provider agrees to renegotiate in good faith if Purchaser exercises this option. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by both parties. If Provider refuses to renegotiate in good faith as required by this section, Purchaser may either terminate the Agreement or unilaterally adjust payments downward to reflect Purchaser's best estimate of the volume of services actually delivered by Provider under this Agreement.

X. **RESOLUTION OF DISPUTES:** The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of this Agreement and Chapter 68, Wis. Stats.

A. **Good Faith Efforts.** In the event of a dispute between the parties involving the interpretation or application of the contents of this Agreement, the parties agree to make good faith efforts to resolve grievances informally.

B. **Formal Procedure.** In the event informal resolution is not achieved, the parties shall follow the following procedure to resolve all disputes:

Step 1: Provider shall present a description of the dispute and Provider's position, in writing, to Purchaser's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting Provider's position. Failure to timely provide said document constitutes a waiver of Provider's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, Purchaser's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: Provider's Chief Executive Officer or designee may request a review of the initial decision by mailing a written request to Purchaser's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

Step 5: Purchaser's Human Services Director shall respond to the request for review by mailing a final written decision to Provider within fifteen (15) working days of receipt of the request.

Step 6: Provider's Chief Executive Officer or designee may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the

postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of Provider's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to Provider within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. Client Grievance Procedure.

1. Provider shall have a written client grievance procedure approved by Purchaser, posted in its service area, at all times during the term of this Agreement.
2. Where clients may be entitled to an administrative hearing concerning eligibility, Provider will cooperate with County in providing notice of said eligibility to clients.

XI. TERMINATION, SUSPENSION AND/OR MODIFICATION

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon sixty (60) days written notice.
- B. Failure of Provider to fill any of its obligations under the Agreement in a timely manner or violation by Provider of any covenants or stipulations contained in this Agreement shall constitute grounds for Purchaser to terminate this Agreement upon ten (10) days written notice of the effective date of termination.
- C. The following shall constitute grounds for immediate termination:
 1. Violation by Provider of any state, federal or local law, or failure by Provider to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
 2. Failure by Provider to carry applicable licenses or certifications as required by law.
 3. Failure of Provider to comply with reporting requirements contained herein.
 4. Inability of Provider to perform the work provided for herein.
 5. Exposure of a client to immediate danger when interacting with Provider.
- D. In the event of cancellation or reduction of state, federal or county funding upon which Purchaser relies to fulfill its obligations under this Agreement, Provider agrees and understands that Purchaser may take any of the following actions:
 1. Purchaser may terminate this Agreement, upon thirty (30) days written notice.
 2. Purchaser may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 3. Purchaser may reduce funding to Provider upon thirty (30) days written notice. If Purchaser opts to reduce funding under this provision, Purchaser may, after consultation between Provider and Purchaser's contract manager or designee, specify the manner in which Provider accomplishes said reduction, including, but not limited to, directing Provider to reduce expenditures on designated goods, services and/or costs.

- E. Failure of Racine County or the State or Federal governments to appropriate sufficient funds to carry out Purchaser's obligations hereunder or failure of Provider to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by Purchaser under this Agreement are not subject to the review process set forth in Article X of this document.

XII. CONTRACT CONSTRUCTION AND LEGAL PROCESS

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Construction.** This Agreement shall not be construed against the drafter.
- C. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- D. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to Provider for examination does not constitute an offer. Provider warrants that the persons executing this Agreement on its behalf are authorized to do so.
- F. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where Provider intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, Provider shall first obtain the written permission of Purchaser; and further, Provider shall ensure that it requires of its subcontractor the same obligations incurred by Provider under this Agreement.
- G. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- H. **Venue.** Venue for any legal proceedings shall be in the Racine County Circuit Court.

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 which are described in Exhibit A and which are 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	Funding Source	Units	Unit Rat	Method of Payment
1544106 Wisconsin Home Energy Assistance (WHEAP) Minimum # Households: 6000		10/1/17-9/30/18	N/A	N/A	Actuals
	\$ 105,411	LIHEAP Crisis Client Services ¹			
	\$ 133,863	LIHEAP General Operations ¹			
	\$ 59,722	Public Benefits Operations ¹			
	\$ 66,889	Public Benefits Outreach ¹			
	\$ 95,555	Wx Operations ¹			
Total Program:	\$ 461,440				

¹ Vendor should be aware of the possible reduction in funding of this program based on Federal allocation.

Approved by HSD Fiscal Manager 

PROGRAM DESCRIPTION

The Wisconsin Home Energy Assistance Program (WHEAP) administers the federally funded Low Income Energy Assistance Program (LIHEAP) and Public Benefits Program. LIHEAP and its related services help approximately 140,000 annually. In addition to regular heating and electric assistance, specialized services include:

- Emergency Fuel Assistance
- Counseling for energy conservation and household budgets
- Pro-active co-payment plans
- Targeted outreach services
- Emergency furnace repair and replacement

The agency contracted with to administer this program will:

- A. Publicize a telephone number where persons can call for WHEAP information year round and provide information on transportation to applications sites.
- B. The publicized telephone shall have voicemail or an answering machine where persons can leave a message when the phone is not answered due to outside of office hours and/or the line is busy with another call.
- C. In conjunction with RCHSD staff complete an "Outreach Plan, Crisis Plan and Local Coordination Plan and an Emergency Furnace MOU" on an annual basis and shall be due by October 1st each year.
- D. Provide outreach services to targeted population groups, high risk households, the elderly, disabled persons, households with children under six or persons working at low-wage jobs. This is to include assistance with preparation and submittal of applications by persons who are homebound.
 1. Designate one person as an outreach coordinator who will distribute public information materials and coordinate outreach efforts with other agencies and fuel suppliers.
 2. Distribute Home Energy Plus pamphlets, information sheets and applications to 100% of the public service organizations designated by RCHSD.
 3. Speak on the WHEAP program at nutrition sites, community centers, recreation sites and churches at a minimum of five sites per month.
 4. Take applications for the WHEAP program at community centers and other community based organizations, with a minimum of 8 on site application visits per month.
 5. Take applications in the residences of elderly, handicapped, SSI recipients and homebound persons in Racine County to ensure that by the end of the program all persons on the Racine County Home Visit list and new requests for home visits will be served. The home visit list must be maintained and updated.
 6. Submit news releases and public service and announcements to all area newspapers and media sources in October and December.
 7. Allow for flexible office hours to accommodate clients who cannot apply during normal business hours. This shall include at least one weekend day per month.
 8. Provide information on transportation to application sites.

- E. Establish and maintain a central location in Racine for the distribution and receipt of energy assistance applications. All persons requesting an application must receive an application and must be processed for all programs they are applying for.
1. All applicants must receive a face-to-face or phone interview with an Energy Assistance worker. Applicants also have the right to file and mail in paper applications. Applicants shall be advised at time of application the scheduled interview time.
 2. All screening forms and applications must be date stamped on the date received.
 3. All applicants must be logged on a sheet or notebook containing the date of the interview, name, program they are applying for and signature of person who logged the applicants.
 4. All applicants must be logged by someone other than the person who will be interviewing the applicant.
- F. Assure that any material published or distributed using any funds from this contract prominently identify the program as the State of Wisconsin's Home Energy Assistance Program and that it is funded by the Division of Energy Services in the Department of Administration.
- G. Assure that all sites are accessible to all potential applicants. This includes physical access for those with physical disabilities. It also includes reasonable access relative to where clients live and when clients work.
- H. Verify application information and supporting documents and to certify that the application is correct. Enter all applications into the WHEAP Energy System within 30 days of the application date.
1. Follow Program Operations Manual Wisconsin Home Energy Assistance Program, Energy Policies (Racine County Human Services Department) and policy clarifications as provided by RCHSD.
 2. If the applicant does not have all the verification needed at the time of the interview the applicant will be given 30 working days to submit the needed verification. A written notice will be given to the client explaining what verification is needed to complete the application process and indicate the amount of time the client has to submit the verification.
- I. Respond to requests for emergency assistance within 48 hours of receiving the request. If the situation is life threatening, respond within 18 hours. Provide emergency/furnace services during the heating season and provide pro-active and furnace services year round. Proactive Heating Unit repairs and replacements require prior approval by the Division of Energy Services and may occur between May 16 and September 30 of the program year.
- J. There must be a record management system that retains applications and supporting documents for a period of 6 years from the date the application is submitted. The record management must follow the rules of the Income Maintenance Manual Chapter II, Part J.
- Document retention includes the entire paper applications, complete or incomplete, with a signed client certification page, or the signed client certification page for an interactive application. Agencies that do not use the system generated incomplete form to notify clients of missing information must keep copies of all incomplete forms/letters in the client file, when applicable.
- K. All eligible Racine County Households requesting Wisconsin Home Energy Assistance will receive their entitlement benefit.
1. Complete the intake/application process for all applicants.
 2. Complete crisis processing requirements for all emergency applications.

- a) Identify households at risk of a heating emergency. Offer proactive services and complete appropriate applications.
 - b) Work with area fuel vendors to address the problems of households with large arrearages or past due bills. Keep area fuel vendors apprised of WHEAP guidelines.
 - c) Work with area fuel vendors to determine incentive payments.
3. Resolve technical program problems related to the processing of applications and with check issuance problems.
 4. Process special problem cases.

L. Notary Necessary for Zero Income Households.

If a household is zero income because they have no countable income, the client must sign the certification page in the presence of a Notary Public. If a zero income household is unable to provide third-party verification as evidence, a Notary Public witness of the client's signature is required.

A notarization is more precisely called a "notarial act". "Notarial act" means any act that a notary public is authorized to perform and includes, but is not limited to, witnessing of attesting a signature.

"Jurat" is the name given to the notary's written certificate, which should appear after the signature of the client. A notary public witnesses the case head's (or authorized representative's) signature and then completes the necessary information in the jurat, including the date, official notarial signature, a legible impression of the notary's seal/stamp and the notary's commission expiration date.

When a notary witnesses a signature, it is assumed that the notary has done all of the following:

- Required that the signing party be in the notary's presence, in person;
- Satisfactorily identified the party; and
- Witnessed the party actually signed the document.

The notary's attestation (e.g. jurat, signature and/or seal) must be included in the white space on the certification page near the client's signature.

The following procedures are suggested:

1. Mailed applications – If a zero income mailed application is received without notarization, the worker should enter the provided application information into the system and return the system certification page to the client to have it notarized. The system application must remain in pending status with notes explaining the application is incomplete until the signed and notarized certification page is returned.
2. Outreach applications – The worker should indicate the date, outreach site and initial the grey box at the top of the paper application before the client takes the application for a zero income notarization. If a zero income application is accepted at an outreach site without a notary present, the worker should enter at least the minimum application information into the system and allow the client to take the full paper application or entire client certification page (3 pages) to be notarized. The date of the application should still be the date the client met with the intake worker at the outreach site. The system application must remain in pending status with notes explaining the application is incomplete until the signed and notarized certification page is returned.
3. Interactive applications – If a zero income application is accepted and a notary is not available on-site, the client should take the full certification page from the interactive application (3 pages) to have it notarized. The system application is incomplete until the signed and notarized certification page is returned.

M. Coordination

1. Coordinate with other local agencies serving low-income persons, especially those providing energy related services.
2. Assist weatherization operators to publicize and explain the benefits of the low-income weatherization program.
3. Coordinate services with utility programs that provide services to low income persons, especially those programs sanctioned by the Public Service Commission.
4. Coordinate with registered fuel vendors.

Racine County Responsibilities:

In order to ensure that eligible households living in Racine County have WHEAP funds available, Racine County will assist the contracting agency in the areas listed below.

1. Racine County will forward to the subcontracting agency all documents and messages (including electronic messages);
2. Racine County will distribute forms, pamphlets and other material to subcontracting agency;
3. Racine County will provide the following services to the subcontracting agency:
 - a) Procedures for verifying Social Security numbers, monthly Social Security benefit income and monthly SSI benefit income;
 - b) Procedures for verifying TANF income and other IM program documentation;
 - c) Procedures for applicants to apply for SSNs;
 - d) Verification of alien status through INS;
 - e) Verification of child support payments;
 - f) Resolve application and check issuance problems;
4. Racine County will forward to the Division of Energy Services Bureau the name and contact information of the WHEAP Contractor Administrator.
5. Racine County will maintain an Email address. This address shall be reported in writing to the Division of Energy Services.

ADMINISTRATIVE REQUIREMENTS FOR THE 2017-2018 HEATING SEASON:

The Provider agrees to:

Complete all face to face, mail applications and phone interviews, conducted at the primary work site or the designated outreach site, as an interactive interview using a PC based system with Internet access, when the system is available.

Follow minimum standards for personal computer equipment and software set by the Wisconsin Department of Administration, Division of Energy Services.

Ensure that an adequate number of personal computers are available for the interviewers to complete the above mentioned interactive process.

Ensure that a minimum of 10% of the current heating year/contract period caseload must be processed during the Early Application period in order to maximize the opportunity for Fixed-Income (WHEAP eligible) residences to apply for WHEAP during the state defined Early Application period.

Comply and assist with all Quality Assurance audits as specified by the State.

Provider is aware that the Department of Administration reserves the right to reduce the LIHEAP Crisis Client Benefits/Services award and the Public Benefits – Crisis Client Benefits/Services award if Provider has not spent nor allocated for expenditure by: April 1, at least fifty percent (50%) of the amount(s) awarded; June 1, sixty percent (60%) of the amount(s) awarded; and August 1, eighty (80%) of the amount(s) awarded.

**Amount may increase or decrease based on Federal allocations.

PROGRAM EVALUATION

1. Provider will report annually on # of households completing applications and percentage of households paid.
2. Monthly reports will be submitted by the 5th of every month to the WHEAP Coordinator to include the following:
 - Number of WHEAP applications taken;
 - Number of WHEAP households applied;
 - Number of WHEAP households paid Heat;
 - Outreach activities conducted;
 - Emergency Furnace Repairs with pending furnace applications and pending expenditures;
 - Paid furnace applications and total expenditures;
 - Emergency Furnace Replacements with pending furnace applications;
 - Pending expenditures;
 - Paid furnace applications and total expenditures;
 - Percent obligated of the total allocated Crisis Benefit(s) funds including LIHEAP Crisis Benefits and PB Crisis Benefits.
3. If the variance in the WHEAP households paid Heat Assistance is more than 5% below the statewide average, additional information shall be included in the report to the WHEAP Coordinator to explain how the variance will be addressed. If information is known that may explain the variance, this too shall be included in the report.
4. 95% of requests for Crisis Assistance will be responded to within 48 hours of the request.
5. Early application plan will be submitted to the WHEAP Coordinator by June 2, 2017.
6. Outreach Coordination Plan will be submitted by September 1, 2017 and the number of outreach activities conducted at community centers, churches, nutrition sites, etc., will average 5 per month during the energy season.
7. Crisis Plan, Coordination Plan and Emergency Furnace MOU will be submitted by September 1, 2018.
8. At minimum, Provider's Energy Assistance Coordinator and Racine County WHEAP Coordinator will meet monthly.
9. One quarter of Crisis Benefits allocation will be reserved for the period of May 15 through September 30, 2018. Any deviation from this amount reserved must be pre-approved by the Racine County WHEAP Coordinator.
10. Agency will conduct (random) annual customer satisfaction surveys on a minimum of 5% of individuals served, with a minimum of 90% of respondents indicating satisfaction with the services rendered.

An Annual Evaluation Outcome Report with annual data for WHEAP in Racine County will be submitted to the Racine County Coordinator of Contract Services at the end of the 2017-18 heating season.

**Disaster Recovery Plan
Continuity of Operations Plan
Energy Services, Inc.**

In the event of a Natural, Environmental or Man Made disaster Energy Services, Inc. has implemented the following procedures to maintain the safety of personnel, equipment and data storage.

Potential disasters that may occur during normal business hours:

- The majority of client based programs that apply to ESI are web based allowing ESI to readily set up an alternative site or transfer to another ESI location within the State of WI to resume operations as quickly as possible.
- Evacuation of the building may be required. All personnel will be alerted to evacuate the building as necessary and report to a safe area. The building and contents will be secured by management.
- A member of management will notify Systems Administration to determine the necessity for shutting down equipment. Back up of all data occurs on a regular basis as well as off-site. The building and contents will be secured by management.
- Management will notify and advise directors, county personnel, the Division of Energy Services along with other stakeholders as to the status of operations and the anticipated recovery time if applicable.
- Management will notify by phone and/or letter to advise directors, county personnel, the Division of Energy Services along with other stakeholders and clients if a new location for operations becomes necessary depending on the nature of the disaster.

Potential disasters that may occur during non business hours:

- Management will contact authorities to secure site until a member of management is allowed access.
- Management will take all necessary steps to secure the site.
- Management will notify and advise directors, county personnel, the Division of Energy Services along with other stakeholders as to the status of operations and the anticipated recovery time if applicable.
- Management will notify by phone and/or letter to advise directors, county personnel, the Division of Energy Services along with other stakeholders and clients if a new location for operations becomes necessary depending on the nature of the disaster.

**Sensitive Data Plan
Energy Services, Inc.**

Energy Services, Inc. shall take reasonable efforts to protect and secure sensitive information. Sensitive data refers to any information of which the loss, misuse, or unauthorized access to, or modification of could adversely affect the Home Energy Plus Program, including program employees and/or customers.

Sensitive data and information includes, but is not limited to Social Security Numbers (SSNs), Personal Identifiable Information (PII) meaning information that can directly identify a specific individual, applicant household member or account specific information.

Sensitive Data is identified in two tiers:

Tier One: SSNs by themselves or in combination with any Personal Identifiable Information (PII) including date of birth, names, address, phone number, fuel account number and name, and income information and the combination of date of birth and name without an SSN.

Tier Two: Personal Identifiable Information (PII) elements that may be needed to complete effective business communications in support of the Home Energy Plus Programs (name, address, phone number, fuel account information, and income information).

Energy Services, Inc. shall limit the use and exchange of sensitive data to the minimum required to conduct Home Energy Plus Program business effectively.

Energy Services, Inc. shall not disclose sensitive data to any persons other than those directors, officers, employees and agents who have a business related need to have access to such information for the limited purposes of the sub-contract and who have been apprised of and agree to maintain the confidential nature of such information in accordance with the terms of the sub-contract.

Energy Services, Inc. shall require all such representatives to agree to and sign the Home Energy Plus Non-Disclosure Agreement and shall be responsible for the breach of the sub-contract by any such representatives.

Agency Desktops and Laptops

The following standards will apply to Desktops and Laptops that are used for collecting, displaying transferring, analyzing or storing Tier One or Tier Two sensitive data:

- Desktops and laptops shall be locked when left unattended by authorized personnel. Re-entry into the desktop or laptop shall require a user login and password.
- An automated screensaver lock shall be enabled after 15 minutes of inactivity. Re-entry into the desktop or laptop shall require a user login and password.

Shared Network Drive

Any files containing Tier One and Tier Two sensitive data stored on a network drive shall be stored in a secured folder limited to staff that require access to the data.

File Transfer Protocol

Tier One and Tier Two sensitive data on file transfer protocol sites shall require the following standards:

- Files require a password to open
- The password shall not be stored in the file name, file properties or other related information about the file (aka metadata).

- Password is to be provided to the end user via phone, email or other separate method of communication.
- Sensitive data shall not be store on a file transfer protocol site as a long term or permanent solution.

Energy Services, Inc. shall not email Tier One sensitive data. Energy Services, Inc. does not accept or provide a means for Home Energy Plus program applicants to provide HE+ applications via email.

Quality Assurance

Energy Services, Inc. employees are made aware of the policy requirements annually. Energy Services, Inc. is responsible for ensuring signers of the Non-Disclosure Agreement have a full and complete understanding of the Home Energy Plus policies for handling sensitive data.

Technology and devices are within the standards set forth in this policy.

Energy Services, Inc. employees will follow the plan of action required for reporting an incident believed to have compromised the sensitive data requirements such as loss, theft, unattended desktops and laptops. Information to be recorded:

- Date and time of incident
- Location of incident
- Description of what happened to expose the data
- List of potential impacted identities shall be made available upon request in a password secured document
- Plan of prevention and correction
- Incident information will be password protected in a secured folder on the network drive and restricted to the necessary authorized personnel
- The Division of Energy Services shall be notified of any incidents and corrective actions.

Energy Services, Inc. personnel shall not:

- Scan, photocopy or retain photo id of program applicants or household members
- Scan, photocopy or retain Social Security cards of program applicants or household members
- Send or request materials to be sent containing social security number by public or private mail, post or messenger services.

2017 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: _____

Wisconsin Home Energy Assistance Program (WHEAP) Contract Addendum for Subcontracts

FFY: 2017/2018

Completed by: Brenda Danculovich

Section 8.3.2 of the WHEAP Operations Manual requires that agencies ensure eligible households living in their county/tribe have WHEAP benefits available to them. Agencies may subcontract all or part of WHEAP. If agencies are selecting to subcontract all or part of WHEAP, the following addendum shall be attached to the WHEAP subcontract and all contents within the addendum shall be abided by.

The areas highlighted in yellow require county/tribe and agency specific information to be completed.

Budget

WHEAP Contract Account Line	Subcontract Amount Awarded
LIHEAP General Operations	\$ 133,863
Public Benefits - Operations	\$ 59,722
WX Operations	\$ 95,555
LIHEAP Crisis Services	\$ 105,411
Public Benefits - Outreach	\$ 66,889
Total	\$ 465,940

Responsibilities between Contractor and Subcontractor

1. This subcontract for all or a portion of WHEAP between Racine County Human Services Department and Energy Services, Inc. shall exist for the performance period of 10/01/2017 through 09/30/2018.
2. This subcontract, for WHEAP operations, details that Racine County Human Services Department is subcontracting the following duties and responsibilities to Energy Services, Inc.
 - A. Publicize a telephone number where persons can call for WHEAP information year round and provide information on transportation to applications sites.
 - B. The publicized telephone shall have voicemail or an answering machine where persons can leave a message when the phone is not answered due to outside of office hours and/or the line is busy with another call.
 - C. In conjunction with RCHSD staff complete an "Outreach Plan, Crisis Plan and Local Coordination Plan and an Emergency Furnace MOU" on an annual basis and shall be due by October 1st each year.
 - D. Provide outreach services to targeted population groups, high risk households, the elderly, disabled persons, households with children under six or persons working at low-wage jobs. This is to include assistance with preparation and submittal of applications by persons who are homebound.

Wisconsin Home Energy Assistance Program (WHEAP) Contract Addendum for Subcontracts

- E. Establish and maintain a central location in Racine for the distribution and receipt of energy assistance applications. All persons requesting an application must receive an application and must be processed for all programs they are applying for.
- F. Assure that any material published or distributed using any funds from this contract prominently identify the program as the State of Wisconsin's Home Energy Assistance Program and that it is funded by the Division of Energy Services in the Department of Administration.
- G. Assure that all sites are accessible to all potential applicants. This includes physical access for those with physical disabilities. It also includes reasonable access relative to where clients live and when clients work.
- H. Verify application information and supporting documents and to certify that the application is correct. Enter all applications into the WHEAP Energy System within 30 days of the application date.
- I. Respond to requests for emergency assistance within 48 hours of receiving the request. If the situation is life threatening, respond within 18 hours. Provide emergency/furnace services during the heating season and provide pro-active and furnace services year round. Proactive Heating Unit repairs and replacements require prior approval by the Division of Energy Services and may occur between May 16 and September 30 of the program year.
- J. There must be a record management system that retains applications and supporting documents for a period of 6 years from the date the application is submitted. The record management must follow the rules of the Income Maintenance Manual Chapter II, Part J.
- K. All eligible Racine County Households requesting Wisconsin Home Energy Assistance will receive their entitlement benefit.
- L. Notary Necessary for Zero Income Households.

If a household is zero income because they have no countable income, the client must sign the certification page in the presence of a Notary Public. If a zero income household is unable to provide third-party verification as evidence, a Notary Public witness of the client's signature is required.
- M. Coordination
 1. Coordinate with other local agencies serving low-income persons, especially those providing energy related services.
 2. Assist weatherization operators to publicize and explain the benefits of the low-income weatherization program.
 3. Coordinate services with utility programs that provide services to low income persons, especially those programs sanctioned by the Public Service Commission.
 4. Coordinate with registered fuel vendors.

Wisconsin Home Energy Assistance Program (WHEAP) Contract Addendum for Subcontracts

3. Energy Services, Inc. shall administer the program in accordance with the WHEAP Operations Manual and HE+ Furnace Manual.
4. Energy Services, Inc. is responsible for the keying and querying of applications.
5. Energy Services, Inc. shall invoice and report expenses to Racine County Human Services Department as follows:
 - a. No later than the 15th of each month and by the 18th day of the month following the end of the fiscal year for final billing, adjustments and reimbursement under the terms of the contract.
6. Racine County Human Services Department shall forward all documents, messages, and correspondence (including electronic messages) pertaining to WHEAP to Energy Services, Inc.
 - a. Racine County Human Services Department shall distribute all forms, pamphlets and other applicable materials to Energy Services, Inc.
7. Racine County Human Services Department shall provide Energy Services, Inc. a means to obtain the following information from Racine County Human Services Department, including but not limited to:
 - a. Procedures for verifying TANF/W2 income and other Income Maintenance program documentation;
 - b. Procedures for verification of Alien status through USCIS
8. In the event of a natural disaster or other event that limits the services of WHEAP, Racine County Human Services Department and Energy Services, Inc. have agreed upon the following contingency plan:
 - a. A local outreach site will be established in an area away from the natural disaster and/or clients may be temporarily directed to another office of Energy Services, Inc. in a neighboring County depending on the severity of the situation. Paper applications can be completed in the event computer processing is not available.
9. Racine County Human Services Department and Energy Services, Inc. agree to not use Confidential, Proprietary, or Personally Identifiable Information for any purpose other than the limited purposes set forth in the WHEAP Contract, and all related and necessary actions taken in fulfillment of the obligations there under.
10. Racine County Human Services Department and Energy Services, Inc. agree to meet all necessary requirements of the performance measurements listed below:
 - a. Energy Services, Inc. shall strive to maintain or increase the current WHEAP paid Heat/Public Benefit (PB) caseload.
11. Racine County Human Services Department shall monitor Energy Services, Inc.'s general performance in relation to the Contract Addendum for Subcontracts and specifically the performance measures stated in item number nine of this Addendum.

Wisconsin Home Energy Assistance Program (WHEAP) Contract Addendum for Subcontracts

12. Energy Services, Inc.'s audit results shall be provided to Racine County Human Services Department and/or the Division upon request.
13. Within three (3) business days of the Division communication, Racine County Human Services Department shall communicate in writing to the Energy Services, Inc. the amount of a financial amendment(s) awarded.