

MEMORANDUM OF UNDERSTANDING

**Kenosha County Department of Human Services
and
Racine County – Human Services Department**

I PURPOSE

This Memorandum of Understanding (MOU) establishes an agreement between Kenosha County Department of Human Services, Division of Aging and Disability Services, herein referred to as KCDHS, whose business address is 8600 Sheridan Road, Kenosha, WI, AND Racine County Human Services Department herein referred to as RC-HSD, whose business address is 1717 Taylor Avenue, Racine, WI.

II AGREEMENT EFFECTIVE DATES

This MOU (agreement) is effective January 1, 2018 through December 31, 2018 contingent on funding and subject to KCDHS authorizations.

III SERVICES TO BE PROVIDED

KCDHS subcontracts with Goodwill Industries of Southeastern WI (GWI) for the provision of a Regional Coordinator (for Racine, Kenosha) for the Comprehensive Community Services as defined by the KCDHS Contract with GWI.

The Comprehensive Community Services (CCS) Regional Coordinator, shall under the direction of Kenosha and Racine County Human Services Department Directors, support functions as defined in DHS Ch. 36. The Coordinator will work with Racine and Kenosha County to maintain each County's Comprehensive Community Services (CS) certification as part of the Shared Services Model, and will coordinate shared regional requirements with all CCS Program sites. The Coordinator will spend half time in each County, and will perform managerial work developing a comprehensive array of services which provides mental health and alcohol and other drug addiction treatment to eligible and enrolled individuals across the life spectrum. The Coordinator's office space, equipment and support will be provided by and at the Human Services building in Kenosha and Human Services building in Racine.

Activities and Responsibilities include but are not limited to the following:

- Ensure completion and submission of annual recertification with each County in the Region
- Schedule and conduct routine meetings with the Regional CCS Management Team
- Facilitate meetings with each CCS Coordinating Committee
- Oversee development of uniform policies and procedures
- Complete year end reconciliation in conjunction with County fiscal units
- Oversee file reviews for all sites
- Ensure Quality Assurance/Improvement Plans with Site Directors/Clinical Coordinators, and development of training materials for sites
- Oversee the development of CCS Regional training protocols for providers and uniform training documents, as part of network development
- Participate in Request for Proposals (RFP's) process and/or single source program development, and at County request, evaluate agency responses and recommend agency providers to County administration
- Coordinate, monitor, keep records, invoice, and evaluate the services provided by contract agencies
- Assume primary responsibility for preparing documents, correspondence and regional project reports required for maintaining regional compliance
- Serve as primary liaison with local agencies

IV BILLING, PAYMENT

Payment shall be made to GWI according the KCDHS contract terms and conditions by Kenosha County. **KCDHS shall provide a monthly invoice to RC-HSD for services provided by GWI, and Racine-HSD shall submit payment according to invoice terms.**

V GENERAL PROVISIONS

Service Standards – RC-HSD agree to meet standards as expressed by federal, state, and local statutes, laws, rules, regulations and ordinances applicable to the services covered by this agreement.

Obey All Laws – RC-HSD shall comply with all of the laws, rules, and regulations of all governmental authorities having jurisdiction over RC-HSD.

Licensing - Throughout the duration of this agreement, RC-HSD must lawfully possess and maintain in good standing such licenses, accreditations, and certifications/reports as are required by federal, state, and local laws & regulations to furnish the services.

ASJ/AM
12/29/17

Caregiver Criminal Background Check – RC-HSD shall ensure that it complies with and maintains caregiver criminal history and patient abuse record search policies, including but not limited to use of certified nursing assistant registry per 50.065 and 146.40(4)g Wis. Stats., criminal history and child abuse record search 48.685 Wis. Stats., and caregiver background checks HFS 12 Wis. Admin. Code, as applies to the services of this Contract.

Non-discrimination – RC-HSD agrees not to discriminate on the basis of age, race, religion, color, sex, national origin/ancestry, disability/association with a person with a disability, political belief/affiliation, in connection with the work performed under this agreement.

Information Sharing / Confidentiality – RC-HSD agrees to conform to information sharing and/or confidentiality policies and requirements established by KCHDS. The use or disclosure by any party of any information obtained in the performance of this agreement concerning eligible clients or services for any purpose not connected with administration of the parties' responsibilities under this agreement is prohibited except with the informed, written consent of the individual(s) involved, eligible clients or client(s) legal guardian, except to the extent allowed by law. RC-HSD agrees to use safeguards to prevent a breach of confidentiality and in the event of a breach RC-HSD has a duty to report any breach to KCDHS.

Maintenance of Records – RC-HSD shall maintain such records and financial statements as required by state and federal laws, rules and regulations and by KCDHS. The records shall be retained beyond the seven-year period if an audit or legal action is in progress or exceptions have not been resolved. RC-HSD will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of KCDHS, authorized agents of state agencies or federal agencies, to confirm RC-HSD compliance with the agreement. RC-HSD agrees to cooperate with the KCDHS in developing, implementing, and monitoring corrective action plans that result from any reviews

Indemnity and Insurance – RC-HSD agrees to indemnify, hold harmless and defend the KCDHS, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or occurring out of the acts or omissions of RC-HSD, its agents or employees. RC-HSD shall at all times during the terms of this agreement keep in force and effect professional liability insurance in an amount that is acceptable to KCDHS, and in accordance with any other insurance requirements stated within. RC-HSD shall not discontinue or change liability insurance policies in effect during any part of this agreement without buying tail end or no-gap insurance to cover potential claims that may have occurred during the term of this agreement. RC-HSD shall protect itself and KCDHS under the indemnity agreement set forth above. The hold harmless, indemnity and insurance provisions of this agreement shall survive the termination of this agreement and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law. RC-HSD shall notify KCDHS immediately upon the commencement of any litigation against where there is any possibility the KCDHS or Kenosha County may be made a party thereto.

VI AGREEMENT REVISIONS, AMENDMENTS AND TERMINATION

Any revision of this MOU must be agreed by all parties via an amendment signed by the authorized representatives.

Non-Appropriation of Funds: KCDHS reserves the right to immediately terminate or cancel this agreement in whole or in part without penalty due to non-appropriation of funds.

30-Day Right To Cancel Without Cause or Reason: This agreement can be terminated upon a 30-day written notification by certified mail to the contacts as listed in the "NOTICES" section below. If the certified mail is refused or returned as undeliverable, then notification shall be deemed sufficient if sent by ordinary U.S. Postal First Class mail.

VII NOTICES

Any notices permitted or required to be given hereunder shall be deemed properly given when sent by registered or certified mail, as follows:

If RC-HSD:

Racine County Human Services Department
ATTN: Jonathan Delegrave
1717 Taylor Avenue
Racine, WI 53403

If KCDHS:

Kenosha County Department of Human Services
ATTN: John Jansen
8600 Sheridan Road
Kenosha, WI 53140

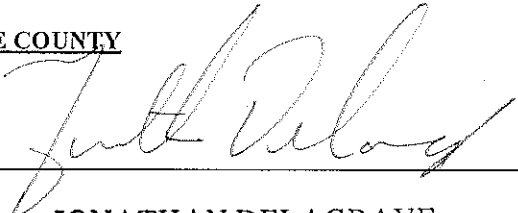
VIII CONDITIONS OF THE PARTIES' OBLIGATIONS

This Agreement is contingent upon authorization of Wisconsin and United States laws; 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. Nothing contained in this agreement shall be construed to supersede the lawful powers or duties of either party. The entire agreement of the parties is contained herein or other documents included by reference. This agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IX SIGNATURES

IN WITNESS WHEREOF, this Agreement shall be effective upon the execution of the Agreement as provided below.

RACINE COUNTY

By: 
JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE

By: _____

REVIEWED BY FINANCE DIRECTOR


 1-3-18
Sign Date

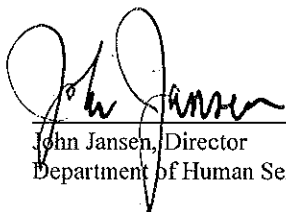

Wendy M. Christensen
Racine County Clerk 1/4/18

Date 1-10-18
Certified to be correct as to form

By 
Racine County Corporation Counsel

KENOSHA COUNTY:

By:  1/30/18
LaVerne Jaros, Director Date:
Division of Aging and Disability Services

By:  2-1-18
John Jansen, Director Date:
Department of Human Services