

**AMENDMENT TO AGREEMENT BETWEEN
RACINE COUNTY HUMAN SERVICES DEPARTMENT**

AND Lutheran Social Services of WI & Upper MI

THIS AMENDMENT TO THE AGREEMENT, entered into this 15th day of March, 2018, between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and Lutheran Social Services whose principal business address is 673 W. Washington St. Suite 2275 West Allis WI 53214 hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2018 through December 31, 2018.

WHEREAS, the parties entered into a contract for the period January 1, 2018, through December 31, 2018; and

WHEREAS, an amendment to the contract is necessary to reflect modifications to Wis. Stat. § 49.34;

NOW THEREFORE, in consideration of the mutual promises, terms and conditions herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. **Section IV(E)**. As of the effective date, Section IV(E) of the contract is hereby replaced with the following:

~~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.~~ Intentionally omitted.

2. **Section IV(F)**. As of the effective date, Section IV(F) of the contract is hereby replaced with the following:

~~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. If revenue under a contract for the provision of a rate-based service exceeds allowable costs incurred in the contract period, the Provider may retain up to 5% of the revenue earned under this agreement. The surplus is calculated based on the allowable costs that the Provider incurs in performing the services provided under the agreement. The amount earned under this agreement shall be confirmed through an annual audit. Non-profit Providers, if applicable, shall include a surplus retention supplemental schedule in their audit reports and this schedule shall be by contract or service category. Pursuant to Wis. Stat. § 46.036, the audit surplus retention supplemental schedule serves as notification to the Purchaser of any excess surplus beyond the statutory allowance of 5% revenue earned under the agreement. Purchaser shall claim excess surplus in writing within six (6) months of receipt of audit. Unclaimed excess surplus becomes the property of the Provider.~~

3. **Section IV(K)(7).** As of the effective date, Section IV(K)(7) of the contract is hereby replaced with the following:

~~*Reserve Supplemental Schedule is only required if the sub-recipient is a non-profit and paid on a prospectively set rate. Intentionally omitted.~~

4. **Section IV(K)(8).** As of the effective date, Section IV(K)(8) of the contract is hereby replaced with the following:

~~*Allowable Profit Supplemental Schedule is only required if the sub-recipient is a for-profit entity. Intentionally omitted.~~

5. **No Other Amendments.** Except as set forth herein the Mail Services Agreement remains unmodified and in full force and effect.

Lutheran Social Services of WI & Upper MI, Inc.
BY: Jh [Signature]

RACINE COUNTY

BY: [Signature]

BY: IONATHAN DEI AGRAVE
RACINE COUNTY EXECUTIVE

BY: _____

REVIEWED BY FINANCE DIRECTOR

[Signature] 4/11/18
Sign Date

Date 4.13.18
Certified to be correct as to form

By [Signature]
Racine County Corporation Counsel

[Signature]
Wendy M. Christensen
Racine County Clerk 4/24/18