

2018 CONTRACT

I. PARTIES AND CONTRACT PERIOD

This contract is between Ozaukee County Department of Human Services whose business address is 121 W. Main St., Port Washington, WI 53074, hereinafter referred to as Purchaser, and Racine County Juvenile Detention Center whose business address is 1717 Taylor Avenue, Racine, WI 53403 hereinafter referred to as Provider. This contract is to be effective for the period May 9, 2018 to December 31, 2018.

The provider employee responsible for day-to-day administration of this contract will be Edward L. Kamin, Superintendent whose business address is 1717 Taylor Avenue, Racine, WI 53403. 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 Liza Drake, Director, 262-284-8200 whose business address is 121 W. Main St., Port Washington, WI 53074. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

II. SERVICES TO BE PROVIDED

Subject to the terms and conditions set forth in the 2018 State/County Contracts covering the administration of Social Services and Community Programs, and Community Youth and Family Aids Programs, Purchaser agrees to purchase for and Provider agrees to provide to eligible clients the services as described in this contract.

For all contracts between a County agency administering programs supervised by the Department of Health Services (DHS), Department of Children and Families (DCF), and Department of Corrections (DOC) and a Provider, the services to be provided for agency clients shall be stated.

III. PAYMENT FOR SERVICES

Purchaser and Provider Agree:

- A. The total amount to be paid to Provider by Purchaser for services provided in accordance with this Contract shall not exceed the contracted dollar amount of \$45,030.00. The Provider agrees that the total cost for service provided and the rate (per hour, day, month, year) and the number of clients served will be:

Service	Rate	Unit	# of Clients	Total Cost
Correctional Facility	\$190.00	Day	1	\$45,030.00

Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided. If the Provider fails to return funds paid in excess of the allowable cost of standard programs categories/clusters provided, Purchaser shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider. The allowable cost of standard programs shall be determined pursuant to the Department of Children and Families' Accounting Principles and Allowable Costs Policies Manual. **The Department will make payments for costs that are consistent with the DCF Allowable Cost Policy Manual and applicable Federal allowable cost policies.**

Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 200. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <http://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=2cd429163abd736bbbac32b12571dde1&ty=HTML&h=L&n=pt2.1.200&r=PART>.

- B. Invoice: Provider shall within ten (10) working days following the last day of each calendar month submit an invoice to Purchaser covering purchased services rendered to eligible clients by Provider during such month. Invoices are to be submitted directly to: Accounts Payable Clerk, Ozaukee County Department of Human Services, P O Box 994, Port Washington, WI 53074-0994.
- C. Payment: Purchaser shall make payment in full within thirty (30) days of invoice for all purchased services rendered to eligible clients subject to audit and adjustment by Purchaser before and after such payment is made. Provider questions about timeliness of payments/reimbursements should be directed to: Financial Analyst at above address or 262-284-8200.

All billings for this contract period shall be received by the Purchaser no later than January 31 of the following year. Billings received after January 31, 2019, will not be paid by the Purchaser.

IV. BILLING AND COLLECTION PROCEDURES

- A. The Provider shall charge a uniform schedule of fees as defined in s.46.03(18), Wis. Stats., unless waived by the Purchaser with written approval of the Department of Children and Families.
- B. Fees 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.
- C. The billing and collection effort of the Provider may be limited at the discretion of the Provider to the submission of not more than two statements of the client's responsible party or the processing of their third party payment claim forms. Although the Provider may, at its discretion, use more extensive billing and collection procedures, provider shall not be obligated to institute suit to collect sums due, nor to undertake any other collection procedure with respect to third party payment sources or the client. The procedures used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.07.

V. ELIGIBILITY STANDARDS FOR RECIPIENT OF SERVICES

Provider and Purchaser understand and agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by Purchaser. An individual is entitled to the right of an administrative hearing concerning eligibility and the Provider shall inform individuals of this right.

VI. INDEMNITY AND INSURANCE

- A. Provider agrees that it will at all times during the existence of this Contract indemnify Purchaser against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs or expenses caused by Purchaser.
- B. Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the above paragraph, Provider will 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 the State of Wisconsin and licensed by the Wisconsin Insurance Department. Upon the execution of this Contract, Provider will 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.

VII. AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

Funded Recipients, Sub-recipients, Contractors and Vendors receiving federal and state funding from the Wisconsin Department of Health Services (DHS), Department of Children and Families (DCF), and the Wisconsin Department of Workforce Development (DWD) are required to submit a Civil Rights Compliance (CRC) Letter of Assurance and in some instances must complete a Civil Rights Compliance (CRC) Plan for the period of January 1, 2018 to December 31, 2021. Funded recipients and sub-recipients include counties, municipalities, school districts, universities, profit and non-profit entities, and certain vendors. The following page contains the Instructions and Templates essential to completing the CRC Letter of Assurance and for completing a CRC Plan to meet civil rights compliance requirements. <http://dhs.wisconsin.gov/civilrights/CRC/requirements>.

- A. The Provider agrees to submit to the Purchaser a Letter of Assurance for meeting equal opportunity requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and the Americans With Disabilities Act (ADA) of 1990. The CRC Plan will cover the four year period from 2018-2021.
- B. The Provider agrees to the following provisions:
 - 1. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability or age. This policy covers eligibility for an access to service delivery, and treatment in all programs and activities.
 - 2. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, or ancestry, handicap (as defined in Section

504 and the American with Disabilities Act (ADA), physical condition, developmental disability (as defined in s.51.05(5)), arrest or conviction record (in keeping with s.111.32) sexual orientation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.

3. The Provider shall post the Equal Opportunity Policy, the name of the 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 according to Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees.
 5. The Provider agrees that through its normal selection of staff, it will employ staff with special translation or sign language skills or find persons who are available within a reasonable time and who can communicate with non-English speaking or hearing impaired clients; train staff in human relations techniques, sensitivity to persons with disabilities and sensitivity to cultural characteristics; and make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms, and Braille, large print or taped information for the visually impaired. Informational materials will be posted and/or available in languages and formats appropriate to the needs of the client population.
- C. The Purchaser will take constructive steps to ensure compliance of the Provider with the provisions of this subsection. The Provider agrees to comply with Civil Rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.

VIII. RENEGOTIATION

This contract or any part thereof must be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) monies available affecting the substance of this Agreement.

IX. CONTRACT REVISIONS AND/OR TERMINATIONS

- A. Failure to comply with any part of this contract may be considered cause for revision, suspension, or termination by the Purchaser.
- B. Revisions of this contract must be agreed to by Purchaser and Provider by an addendum signed by the authorized representatives of both parties.
- C. Provider shall notify Purchaser 45 days prior to whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or cancellation of this contract.

- D. If Purchaser finds it necessary to terminate the contract prior to the contract expiration date for reasons other than nonperformance by the Provider, actual costs incurred by the Provider may be reimbursed for an amount determined by mutual agreement of both parties.
- E. This contract can be terminated by a 30-day written notice by either party.

X. RESOLUTION OF DISPUTES

The provider may appeal decisions of the Purchaser in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

XI. RECORDS

- A. Provider shall maintain such records and financial statements as required by state and federal laws, rules, and regulations.
- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the Purchaser, the Department of Children and Families and its authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- C. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. The Provider shall permit appropriate representatives of the Purchaser to have timely access to the agency's records and financial statements as necessary to review Provider's compliance with contract requirements for the use of the funding.

XII. REPORTING

Provider shall comply with the reporting requirements of Purchaser. The Provider shall submit HSRS, financial and program information when requested.

XIII. PROVIDER RESPONSIBILITIES

Provider agrees to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contractual agreement. A copy of the license or certification is to be included with this contract. In addition, Provider shall:

- A. Cooperate with the Purchaser in establishing costs for reimbursement purposes. The Purchaser shall not reimburse for services provided to a client that are not prior authorized.
- B. Maintain a uniform double entry accounting system and management information system compatible with cost accounting and control systems. Per s. 46.036(4)(a), Wis. Stats. See DHFS *Allowable Costs Policy Manual*.

- C. Transfer a client from one category of care or service to another only with the approval of the Purchaser. Per s. 46.036(4)(d), Wis. Stats.
- D. If the Provider obtains services for any part of this Agreement from another vendor, the Provider is responsible for fulfillment of the terms of the contract and shall give prior written notification of such to the Purchaser for approval.
- E. Nonprofit agencies using a prospectively set rate must address, in their audits, the provisions of Chapter 46.036(5m) of Wisconsin Statutes relating to reserve amounts. Excesses over the reserve amounts stated in the above Wisconsin Statute must be returned to the purchaser.

XIV. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This contract 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 of Children and Families shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. The Purchaser shall insure that the Provider meets applicable state certification and licensure requirements.
- D. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- E. Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing with their understanding of the resolution of the complaint.
- F. Purchaser shall receive from the Provider a copy of the most recent licensing or certification report concerning the Provider.

XV. AUDIT REQUIREMENTS

- State Audit Requirements

Wis. Stat. s.49.34(4)(c) requires agencies which receive more than \$100,000 from the Department of Children and Families for the purchase of care and services to have an audit, unless the audit is waived by the Department. The audit needs to be in accordance with standards prescribed by the Department. These standards are:

- All agencies that receive more than \$100,000 in department funds need to have audits in accordance with the State Single Audit Guidelines (SAAG), Main Document (2012 Revision) including the yearly Appendix, unless required by contract to follow the Provider Agency Audit Guide (PAAG). Local governmental units must use the State Single Audit Guidelines.
- Certain private agencies are required by contract to have audits in accordance with the Provider Agency Audit Guide (PAAG).

No audits are required for providers that receive less than \$100,000 in funding.

- Federal Audit Requirements

Under federal law, governments and non-profit organizations are required to have audits in accordance with OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations if they expend \$750,000 or more in federal awards. The audit may be a program audit if the agency received funding from only one federal program or cluster of programs, and if the federal program does not require a financial statement audit. Otherwise, the audit needs to be a single audit covering the entire operations of the provider.

Wis. Stat. 46.036 requires Ozaukee County providers that receive more than \$75,000 in funds from the Department of Health Services (DHS) or from the county to have an audit that meets department standards. Guidance on auditing funding from DHS for all agencies that receive funding from the Department is in the DHS Audit Guide.

DHS Audit Guide, an appendix to the State Single Audit Guidelines

The source of funding for Services purchased under this contract is:

Youth Aids 3413 2.43%fed 97.57%state 0.00%local

Basic County Allocation 3561 51.58%fed 48.42%state 0.00%local

The audit shall include a reporting package containing: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and statement addressing the status of these findings; (c) a Management Letter or similar document conveying auditor's comments issued as a result of the audit; (d) management responses/corrective action plan for each audit issue identified in the audit.

The Provider shall submit the required reporting package to the Purchaser (Attn: Jay McMahon, Finance Director) within 180 days of the end of the Provider's fiscal year. In the event that the Provider fails to have an appropriate audit performed or fails to provide a complete audit report to the Purchaser within the specified time frames, the Purchaser may:

- a. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider

- b. Charge the Provider for all loss of Federal and State aid or for penalties assessed to the Purchaser because the Provider did not submit a complete audit report within the required time frame.
- c. Disallow the cost of audits that do not meet these standards, and/or
- d. Withhold payment, cancel the contract, or take other actions deemed by the Purchaser to be necessary to protect the Purchaser's interests.

XVI. Health Insurance Portability and Accountability Act of 1996 "HIPAA" Applicability.

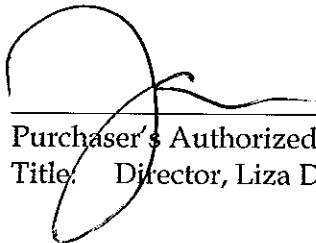
- A. The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this contract.

XVII. SIGNATURES

- A. This contract is agreed upon and approved by the authorized representatives of Ozaukee County Department of Human Services and Racine County Juvenile Detention Center indicated below.
- B. This contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty days.

Provider's Authorized Representative
Title: Superintendent, Edward L. Kamin

Date



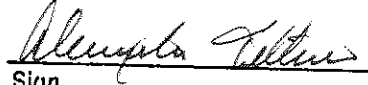
Purchaser's Authorized Representative
Title: Director, Liza Drake

5/23/18

Date

Rev. 05/18

REVIEWED BY FINANCE DIRECTOR



Sign Date 6/14/18

Date 6-15-18
Certified to be correct as to form

By 

Racine County Corporation Counsel



JONATHAN DELAGRAVE
RACINE COUNTY EXECUTIVE



Wendy M. Christensen
Racine County Clerk 6/12/18