

This contract is between Higher Expectations for Racine County and Racine County Workforce Solutions whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and BABY EXPRESS WELLNESS CENTER INC., whose principal business address is 2913 Durand Ave, Racine, Wisconsin 53403, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2020 through December 31, 2020.

The Provider employee responsible for day-to-day administration of this contract will be Nicole Urquhart, whose business address is 2913 Durand Ave, Racine, Wisconsin 53403, telephone number (262)822-0135, e-mail address Nicole.urquhart@babyexpress.us. 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 Bethany Tangerstrom, (262) 638-6671, e-mail [Bethany.Tangerstrom@racinecounty.com](mailto: Bethany.Tangerstrom@racinecounty.com), 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) *[Signature]*
PROVIDER'S AUTHORIZED REPRESENTATIVE
1/17/2020
DATE

(signed) *[Signature]*
COUNTY EXECUTIVE
01-20-2020
DATE

(signed) *[Signature]*
COUNTY CLERK
01/20/2020
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 *[Signature]*
Racine County Corporation Counsel
01-13-2020
Date

[Signature]
Signature
01/10/2020
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's right to request replacement of personnel shall not be deemed to constitute the right to make hiring and firing decisions, and Provider shall retain sole decision-making authority regarding discipline and/or termination of its personnel. Provider shall provide its own handbook that covers policies such as timekeeping, complaint processes, conduct standards, injury protocols, and other common employment and benefit policies to its personnel, and shall handle record keeping and/or reporting of hours worked by its personnel.
- E. 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.
- F. 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.
- G. 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.
- H. 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.

- I. Provider agrees to do annual 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.
- J. 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.
- K. Provider agrees to abide by the Veteran's Priority Provisions of the Jobs for Veteran's Act (P.L. 107-288) to ensure that a veteran shall be given priority over a non-veteran for the receipt of employment, training and placement services provided under that program, notwithstanding any other provision of law.

II. RECORDS

- A. Provider shall maintain records, including, but not limited to employment 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, with the exception of employment records. 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. Provider will submit a report by the 10th day of the following month showing authorized clients and units provided.
- C. Provider is responsible for obtaining and tracking the data required to complete the outcome reports. Outcome criteria specific to this contract are outlined in #20-170-01.

IV. FISCAL RESPONSIBILITIES

- A. Charge no more than the daily administrative rate established by the State of Wisconsin Department of Children and Families, in accordance with s.s. 49.343.
- B. 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.
- C. 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*.)
- D. Transfer a client from category of care or service to another only with the approval of the Purchaser.

- E. 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.

- F. Requests for advance payments shall be reviewed and awarded at the sole discretion of the Racine County Director of Human Services. No advance payments above \$10,000 will be approved.

- G. **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 \$100,000 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.

- H. **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 \$100,000 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 \$100,000 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).

- I. **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.

- J. **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. *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.

- K. **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.

- L. **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: Contract Compliance Monitor
1717 Taylor Avenue
Racine, WI 53403

- M. **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.

- N. **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.

- O. **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.

- P. **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.

Q. 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. General Liability
 - a. \$1,000,000 each occurrence
 - b. \$1,000,000 general aggregate
 - c. \$1,000,000 products and completed operations
 - 2. Auto Liability Insurance
 - a. \$2,000,0000 Combined Single Limit
 - 3. Workers Compensation Statutory Limits plus:
 - a. \$100,000 E.L. Each Accident
 - b. \$100,000 E.L. Disease Each Employee
 - c. \$500,000 E.L. Disease Policy Limit

- D. The State of Wisconsin, Higher Expectations for Racine County and Racine County Workforce Solutions, 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. ELIGIBILITY STANDARDS

- A. Provider and Purchaser understand and agree that the eligibility of individuals to receive services under this Agreement are as follows:
 - 1. Racine County Residents (at least 18 years old) unable to access training or employment because of transportation

Services may only be provided to riders that have completed an application and authorized by Racine County Workforce Solutions. Purchaser will not accept fiscal liability for unauthorized services.
 - 2. Purchaser will determine client eligibility and authorize services. Provider will provide information as to client trips authorized. Racine County Workforce Solutions will not accept fiscal liability for unauthorized services.
 - 3. Racine County Workforce Solutions has the right to cancel transportation to any person who abuses transportation or repeatedly fails to cancel when not riding. Three or more failures to cancel shall be ground for terminating transportation.

VII. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) by the 10th day following the close of the month. Billings received by the 10th day shall be reimbursed within 15 business days.
- B. 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. However, final expenses for 2020 must be received by the Purchaser on or before January 21, 2021. Reimbursement for 2020 expenses received after January 21, 2021, will be denied.
- C. In the case of termination of contract during the contract period, all expenses must be submitted to Purchaser no later than 20 days after the effective date of termination or January 21, 2021, whichever comes first.
- D. Method of payment shall be:

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, trips provided per client, the trip rate, the gross monthly charge, collections and net cost per client. Purchaser will pay the net cost for all services.
- E. Collections
 - 1. Provider agrees to collect from clients and prospective clients all potential sources of payment and sources of revenue to pay for the services.
 - 2. If Provider is reimbursed by Purchaser it is determined that a third party payor is obligated to pay for the services. Provider shall reimburse Purchaser for all payments made to Provider for prior services by crediting Purchaser on the next billing.
 - 3. The Provider will charge a nominal co-pay of **\$1 or \$2 dollars per trip to help generate match for the project.** Provider is responsible for collections and will not be reimbursed by Purchaser for co-pays.
 - 4. Provider shall notify Purchaser of non-canceled trips billed to Purchaser. Purchaser shall determine if repeated no shows warrant cancellation of ridership or recoupment of lost revenue from ride.
 - 5. The procedure used by the Provider shall comply with the provisions of Wisconsin Administrative Code HSS 1.01-1.06.
- F. No payment shall be made for services unless prior authorization has been received and processed.
- 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.
- H. Purchaser and Provider agree that the rate or cost shall include only items and amounts permitted by the Department of Health and Family Services *Allowable Cost Policy Manual* and the Racine County *Contract Administration Manual*.

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 "programmatic 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."

- K. No individual in the United States may, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and for beneficiaries only, citizenship or participation in any state or federally funded program to include WIOA Title 1-financially assisted program or activity, be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any state or federally funded program to include WIOA Title 1-funded program or activity. For a WIOA funded program, Provider agrees to comply with the Section 188 of WIOA 2014 and implementing regulations at 29 CFR Part 38.

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. All employees working within the contract are required to have a Caregiver Background check and driver's record check prior to hire and annually thereafter. Reports must be kept on file within Provider's personnel files and made available to Purchaser upon request.
- 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.

2020 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: _____

BUSINESS ASSOCIATE AGREEMENT

With Contract

This Business Associate Agreement is incorporated into the Underlying Contract and is made between the Behavioral Health Services of Racine County, ("Covered Entity") and the Baby Express Wellness Center Inc. ("Business Associate"), collectively the "Parties."

This Agreement is specific to those services, activities, or functions performed by the Business Associate on behalf of the Covered Entity when such services, activities, or functions are covered by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services. Services, activities, or functions covered by this Agreement include, but are not limited to:

Services contained within attached agreement, including exhibits.

The Covered Entity and Business Associate agree to modify the Contract to incorporate the terms of this Agreement and to comply with the requirements of HIPAA addressing confidentiality, security, and the transmission of individually identifiable health information created, used, or maintained by the Business Associate during the performance of the Contract and after Contract termination. The parties agree that any conflict between provisions of the Contract and the Agreement will be governed by the terms of the Agreement.

1. DEFINITIONS

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific Definitions:

- a. Business Associate: "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103 and, in reference to the party to this Agreement, shall mean Baby Express Wellness Center Inc.
- b. Covered Entity: "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103 and, in reference to the party in this Agreement, shall mean the Wisconsin Department of Health Services.
- c. HIPAA Rules: "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. Business Associate shall not use or disclose any Protected Health Information except as permitted or required by the Agreement, as permitted or required by law, or as otherwise authorized in writing by the Covered Entity, if done by the Covered Entity. Unless otherwise limited herein, Business Associate may use or disclose Protected Health Information for Business Associate's proper management and administrative services, to carry out legal responsibilities of Business Associate, and to provide data aggregation services relating to health care operations of the Covered Entity if required under the Agreement.
- b. Business Associate shall not request, use, or disclose more than the minimum amount of Protected Health Information necessary to accomplish the purpose of the use or disclosure.
- c. Business Associate shall inform the Covered Entity if it or its subcontractors will perform any work outside the U.S. that involves access to, or the disclosure of, Protected Health Information.

3. SAFEGUARDING AND SECURITY OF PROTECTED HEALTH INFORMATION

- a. Business Associate shall use appropriate safeguards, including complying with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement.
- b. Business Associate shall cooperate in good faith in response to any reasonable requests from the Covered Entity to discuss, review, inspect, and/or audit Business Associate's safeguards.

4. REPORTING OF A VIOLATION TO COVERED ENTITY BY BUSINESS ASSOCIATE

The Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including breaches of unsecured Protected Health Information as required at 45 CFR 164.410 and any security incident.

- a. **Discovery of a Violation.** The Business Associate must inform the Covered Entity by telephone call, plus email or fax, within five business days following the discovery of any violation.
 - i. The Violation shall be treated as "discovered" as of the first day on which the Violation is known to the Business Associate or, by exercising reasonable diligence would have been known to the Business Associate.
 - ii. Notification shall be provided to one of the contact persons as listed in section 4.d.
 - iii. Notification shall occur within five business days that follows discovery of the Violation.
- b. **Mitigation.** The Business Associate shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure, or loss. The Business Associate shall reasonably cooperate with the Covered Entity's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its Protected Health Information, including complying with a reasonable Corrective Action Plan.
- c. **Investigation of Breach.** The Business Associate shall immediately investigate the Violation and report in writing within ten days to a contact listed in section 4.d. with the following information:
 - i. Each Individual whose Protected Health Information has been or is reasonably to have been accessed, acquired, or disclosed during the Incident;
 - ii. A description of the types of Protected Health Information that were involved in the Violation (such as full name, social security number, date of birth, home address, account number);
 - iii. A description of unauthorized persons known or reasonably believed to have improperly used or disclosed Protected Health Information or confidential data;
 - iv. A description of where the Protected Health Information or confidential data is believed to have been improperly transmitted, sent, or utilized;
 - v. A description of probable causes of the improper use or disclosure;
 - vi. A brief description of what the Business Associate is doing to investigate the Incident, to mitigate losses, and to protect against further Violations;
 - vii. The actions the Business Associate has undertaken or will undertake to mitigate any harmful effect of the occurrence; and
 - viii. A Corrective Action Plan that includes the steps the Business Associate has taken or shall take to prevent future similar Violations.
- d. **Covered Entity Contact Information.** To direct communications to above-referenced Covered Entity's staff, the Business Associate shall initiate contact as indicated herein. The Covered Entity reserves the right to make changes to the contact information by giving written notice to the Business Associate.

HSD Director
Hope Otto

HSD Contract Administration
Bethany Tangerstrom

Corporation Counsel
Racine County

1717 Taylor Avenue
Racine, WI 53403

1717 Taylor Avenue
Racine, WI 53403

730 Wisconsin Ave., 10th Floor
Racine, WI 53403

(262) 638-6646

(262) 638-6671

(262) 636-3874

5. USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION BY SUBCONTRACTORS OF THE BUSINESS ASSOCIATE

In accordance with 45 CFR 164.502(e)(1) and 164.308(b), if applicable, the Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

6. COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS

If the Business Associate conducts any Standard Transaction for, or on behalf of, a Covered Entity, the Business Associate shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162, of the Code of Federal Regulation. The Business Associate shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for, or on behalf of, Covered Entity that:

- a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
- b. Adds any Health Information elements or segments to the maximum defined Health Information Set;
- c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s); or
- d. Changes the meaning or intent of the Standard's Implementations Specification(s).

7. ACCESS TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to provide access, in accordance with 45 CFR 164.524, to any Protected Health Information held by the Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity. This access will be provided to Covered Entity, or (as directed by Covered Entity) to an Individual, in order to meet requirements under the Privacy Rule.

8. AMENDMENT OR CORRECTION TO PROTECTED HEALTH INFORMATION

At the direction of the Covered Entity, the Business Associate agrees to amend or correct Protected Health Information held by the Business Associate, which the Covered Entity has determined is part of the Covered Entity's Designated Record Set, in the time and manner designated by the Covered Entity in accordance with 45 CFR 164.526.

9. DOCUMENTATION OF DISCLOSURES OF PROTECTED HEALTH INFORMATION BY THE BUSINESS ASSOCIATE

The Business Associate agrees to document and make available to the Covered Entity, or (at the direction of the Covered Entity) to an Individual, such disclosures of Protected Health Information to respond to a proper request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

10. INTERNAL PRACTICES

The Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the federal Secretary of Health and Human Services (HHS) in a time and manner determined by the HHS Secretary, or designee, for purposes of determining compliance with the requirements of HIPAA.

11. TERM AND TERMINATION OF AGREEMENT

- a. The Business Associate agrees that if in good faith the Covered Entity determines that the Business Associate has materially breached any of its obligations under this Agreement, the Covered Entity may:
 - i. Exercise any of its rights to reports, access, and inspection under this Agreement;
 - ii. Require the Business Associate within a 30-day period to cure the breach or end the violation;
 - iii. Terminate this Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - iv. Immediately terminate this Agreement if the Business Associate has breached a material term of this Agreement and cure is not possible.
- b. Before exercising either 11.a.ii. or 11.a.iii, the Covered Entity will provide written notice of preliminary determination to the Business Associate describing the violation and the action the Covered Entity intends to take.

12. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

Upon termination, cancellation, expiration, or other conclusion of this Agreement, the Business Associate will:

- a. Return to the Covered Entity or, if return is not feasible, destroy all Protected Health Information and any compilation of Protected Health Information in any media or form. The Business Associate agrees to ensure that this provision also applies to Protected Health Information of the Covered Entity in possession of subcontractors and agents of the Business Associate. The Business Associate agrees that any original record or copy of Protected Health Information in any media is included in and covered by this provision, as well as all originals or copies of Protected Health Information provided to subcontractors or agents of the Business Associate. The Business Associate agrees to complete the return or destruction as promptly as possible, but not more than **30** business days after the conclusion of this Agreement. The Business Associate will provide written documentation evidencing that return or destruction of all Protected Health Information has been completed.
- b. If the Business Associate destroys Protected Health Information, it shall be done with the use of technology or methodology that renders the Protected Health Information unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying Protected Health Information include:
 - i. For paper, film, or other hard copy media: shredding or destroying in order that Protected Health Information cannot be read or reconstructed and
 - ii. For electronic media: clearing, purging, or destroying consistent with the standards of the National Institute of Standards and Technology (NIST).

Redaction is specifically excluded as a method of destruction of Protected Health Information unless the information is properly redacted so as to be fully de-identified.

- c. If the Business Associate believes that the return or destruction of Protected Health Information is not feasible, the Business Associate shall provide written notification of the conditions that make return or destruction not feasible. If the Business Associate determines that return or destruction of Protected Health Information is not feasible, the Business Associate shall extend the protections of this Agreement to Protected Health Information and prohibit further uses or disclosures of the Protected Health Information of the Covered Entity without the express written authorization of the Covered Entity.

Subsequent use or disclosure of any Protected Health Information subject to this provision will be limited to the use or disclosure that makes return or destruction not feasible.

13. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that Protected Health Information from the Covered Entity may be subject to state confidentiality laws. Business Associate shall comply with the more restrictive protection requirements between state and federal law for the protection of Protected Health Information.


14. MISCELLANEOUS PROVISIONS

- a. **Indemnification for Breach.** Business Associate shall, to the extent allowed by Wisconsin law, indemnify the Covered Entity for costs associated with any Incident arising from the acquisition, access, use, or disclosure of Protected Health Information by the Business Associate in a manner not permitted under HIPAA Rules.
- b. **Automatic Amendment.** This Agreement shall automatically incorporate any change or modification of applicable state or federal law as of the effective date of the change or modification. The Business Associate agrees to maintain compliance with all changes or modifications to applicable state or federal law.
- c. **Interpretation of Terms or Conditions of Agreement.** Any ambiguity in this Agreement shall be construed and resolved in favor of a meaning that permits the Covered Entity and Business Associate to comply with applicable state and federal law.
- d. **Survival.** All terms of this Agreement that by their language or nature would survive the termination or other conclusion of this Agreement shall survive.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their respective representatives.

COVERED ENTITY

Print Name: Hope Otto

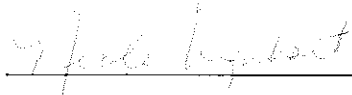
SIGNATURE: 

Title: Director, Racine County Human Services

Date: 12.19.20

BUSINESS ASSOCIATE

Print Name: Nicole Leggett


SIGNATURE: 

Title: owner

Date: _____

COVERED ENTITY

Print Name: Kristin Latus

SIGNATURE: 

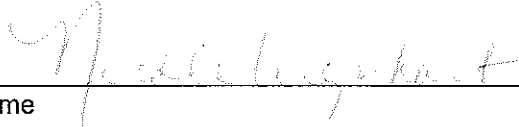
Title: Deputy Director
Racine County Human Services


Date: 12.19.19

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by an Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> (see section 52.209-6).

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application	Date Signed
	1/19/20
Printed Name	Title
For (Name of Vendor)	DUNS Number (Dun & Bradstreet, if applicable)

INTERNAL USE ONLY	
Contract # 20-170	
Contract Description: Transportation - Commute to Caspers	
The Division of Racine County Human Services has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of 1/9/20 the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE – Contract Administrator	Date Signed
	1/9/20

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Nicole Leguina

Signature
Agency Director's Name or Designee
(If designee, attach Designee Authorization)

1/07/2020

Date

Name printed

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

0348-0046
(cont.)

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limit to subcontracts, subgrants ad contract awards under grants.
5. If the organization filing the report in item 4 checks (Subawardee), then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonable expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

PROGRAM DESCRIPTION

Racine County Fast Forward Commute to Careers

Fast Forward Commute to Careers provides affordable, flexible transportation to training, education and employment for eligible Racine County residents with transportation barriers. Through the generous support of the Wisconsin Department of Workforce Development (DWD) and Wisconsin Department of Transportation (DOT), Higher Expectations for Racine County successfully received transportation funds, working closely with key partners ResCare and Racine County Human Services Department (RCHSD) – organizations with extensive experience serving limited income, high barriers members of the community.

Riders will be recruited from existing programs at Racine County Workforce Solutions that include W-2, Children First, FoodShare Employment & Training (FSET) and WIOA, in addition to a broader community outreach effort. Transportation will also be provided on a limited basis to short-term training programs run by the Gateway Technical College, First Choice Pre-Apprenticeship Program, YWCA Southeastern Wisconsin and WRTP/BIGSTEP, but most of the funds will be utilized to directly transport low-income individuals to employers. Riders will be charged a nominal co-pay of \$1 or \$2 dollars per trip to help generate match for the project.

ROUTES AND SCHEDULING:

The routes will encompass businesses throughout all Racine County and will only include destinations and hours not currently on the Belle Urban System bus routes. Specific routes have not yet been entirely defined. Current training drop off locations are Knapp Elementary and Gateway iMet Center. Once the Provider has been awarded the contract, they will work in conjunction with Higher Expectations and Racine County Workforce Solutions to determine the best routes to meet the needs of the program, riders and businesses.

All riders must fill out an application and be referred to Provider by Racine County Workforce Solutions to be considered eligible for this program. Provider understands that charges for riders transported but have not filled out an application and referred by Racine County Workforce Solutions will not be accepted. All reservations are to be scheduled in accordance with policies established by the Higher Expectations for Racine County and set forth in the User's Guide. Provider shall keep the number of trips per day within the limits of the available funds.

Advanced scheduling of at least 3 business days will be required. Emergency transportation with less notification may occur based upon space availability and scheduling. If waiting time for pickup is to be longer than 15 minutes from scheduled times, the transportation Provider shall advise the rider by phone contact and advise of the pickup time. Riders should be ready and waiting an hour before the destination arrival time or an hour and half, if commuting from the City of Racine to an employer West of I-94. Drivers shall wait 5 minutes for riders after the scheduled pick up time. Riders are required to notify transportation Provider of cancellation at least one business day prior to the scheduled ride. If a rider fails to give proper notice, it must be reported to Racine County Workforce Solutions within one business day so riders may receive a written warning that this is a violation of the Commute to Careers program. If a rider has 3 "no show" occurrences and/or cancellations, they will be disqualified from the program.

Provider shall ensure that vehicles are available to meet demand.

PROGRAM REQUIREMENTS

1. During transport for this program, all riders in the vehicle must be a participant of Commute to Careers. No other rider can be transported at the same time to clearly define cost incurred.
2. All Commute to Careers rides are expected to be shared for efficiency and cost effectiveness. Provider must schedule block trips for riders who go from a common location to a destination in close proximity. If there is only one Commute to Careers rider being transported at a specific

- time, a report must be submitted to Racine County Workforce Solutions within 2 business days defining pick-up time and location, drop-off destination and reason why the ride was not able to be shared.
3. Provider must meet all requirements of TRANS 301, Human Services Vehicle (HSV) Standards and Chapter 221, Laws of 1979, Commercial Motor Vehicle Safety Act of 1986, and subsequent policies relating to TRANS 301 and Chapter 221.
 4. Provider will meet all requirements of the State Department of Health and Social Services and the State Department of Transportation.
 5. Service Provider must be a legally incorporated organization whose primary business is transportation services and can demonstrate at least two years experience in providing transportation services to the targeted population.
 6. The Provider agrees to comply with all applicable State, County and City laws and regulations governing the conduct of company business.
 7. Provider shall establish a system to collect and track the riders' payments. Riders will be charged a nominal fee each way:
 - \$1 for rides in Eastern Racine County
 - \$2 for rides in Western Racine County
 - \$2 for rides crossing from Eastern to Western Racine County
 - \$2 for rides crossing from Western to Eastern Racine County
 8. All vehicles utilized in the provision of this program will have a mechanism to collect revenue, approved by Racine County Workforce Solutions.
 9. Provider shall submit a detailed description of current driver application, screening and hiring practices.
 10. Provider shall submit a copy of the current driver training plan available to all drivers performing services.
 11. Provider's employees assigned to driving duties must at all times carry a current, valid Wisconsin driver's license with the appropriate endorsements and must maintain a clean driving record and remain insurable under the Provider's policy.
 12. Rates may not exceed the amount approved as defined on the budget page of the contract.
 13. Provider will provide transportation to all persons referred by Racine County Workforce Solutions. No referral can be denied unless a safety risk is presented, and denial is approved by Racine County Workforce Solutions.
 14. The Provider agrees to the provision of transportation in compliance with the routes, passenger lists, time schedules, and days of operation specified by Higher Expectations and Racine County Workforce Solutions.
 15. Provider will secure required licenses for the operation of the vehicles utilized as may be required by law.
 16. Copies of Insurance Liability Coverage and Inspection Certification for vehicles must be given to Racine County.
 17. Provider must assume and pay for all maintenance and operation expenses of vehicles utilized.
 18. The Provider agrees to the provision of backup vehicles substantially equivalent carrying capacity to replace vehicles down for repairs.
 19. Provider shall describe method available for handling disabled vehicles and indicate comparable backup vehicles. It is expected that the Provider should provide a quick and efficient response capability to vehicle breakdown.
 20. The Provider assures that restraint devices for wheelchair-bound recipients shall consist of a separate restraint for the wheelchair and a separate restraint for the passenger. Passenger restraints are desirable but remain the responsibility of the passenger.
 21. Provider must have computer capability to schedule routes and provide monthly printout reports that detail required billing and program reports.
 22. Provider must also have capacity to generate monthly client lists that indicate the number of trips taken by each Commute to Careers rider and to make that information available to the Strategic Workforce Initiatives Manager monthly.
 23. Provider must have computer capacity to log all trips by the following categories and to provide HSD with monthly printouts detailing the information needed.

<u>One Way Trip Classification</u>	<u>Purpose</u>
Employee (disability)	Name of Employer
Employee (with-out disability)	Name of Training
Student (disability)	
Student (with-out disability)	
Cancellations	
No Shows	

24. Provider will ensure two-way radio communication that will be adequate for the range of the vehicles utilized.
25. The Provider agrees that services shall be provided on a door-to-door basis. Providers will not be responsible for lifting or handling clients in order for them to use the service.
26. Provider must comply with the requirements and provisions of the Grant funding this contract. This specifically includes provisions for modifying or terminating this contract must be consistent with the modifications/termination provisions of the Grant.
27. All informational materials and grant-funded vehicles must identify it as Commute to Careers program through the use of their logo.
28. The program must be identified as a Commute to Careers program in all public presentations and media contacts/interviews.

EVALUATION OUTCOMES:

1. Riders will be picked up within 15 minutes of their scheduled pickup time.
2. Clients being transported will arrive at the agency site no earlier than 30 minutes and no later than 15 minutes prior to the start of their shift or training.
3. 95% of customers surveyed will indicate satisfaction with the service.
4. 100% of riders becoming ineligible, due to exceeding the No Show and cancellation policy, will be reported to Higher Expectations and Racine County Workforce Solutions within one business day.

PROGRAM REPORTING:

The Provider will be required to track data and submit reports by the 10th of every subsequent month.

1. Monthly reports detailing required billing.
2. Monthly Program report to include the client names with number of rides, pick-up and drop off address with dates and times, miles transported, ride classification with purpose, and fee collected.
3. Evaluation Outcome reports are required quarterly. Provider will need to track all necessary information to include client schedules with actual drop off and pick up times and client satisfaction survey results.

