

This contract is between BEHAVIORAL HEALTH SERVICES OF RACINE (BHS) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and GOODWILL INDUSTRIES OF SOUTHEASTERN WISCONSIN, INC., whose principal business address is 5400 S. 60<sup>th</sup> Street, Greendale, Wisconsin 53129, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2021 through December 31, 2021.

The Provider employee responsible for day-to-day administration of this contract will be Thomas Gossett, whose business address is 5400 S. 60<sup>th</sup> Street, Greendale, Wisconsin 53129, telephone number (414)847-4779, e-mail address Thomas.Gossett@goodwillsew.com. 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 Duane McKinney, (262) 638-6671, email [Duane.Mckinney@racinecounty.com](mailto:Duane.Mckinney@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) Catherine M. Guaid  
PROVIDER'S AUTHORIZED REPRESENTATIVE

1/29/2021  
DATE

**SIGN  
HERE**

(signed) [Signature]  
COUNTY EXECUTIVE

01-10-2021  
DATE

(signed) Wendy M. Christensen  
COUNTY CLERK

2/11/2021  
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  
02-09-2021  
Date

[Signature]  
Signature  
2/3/21  
Date

This agreement (including the Exhibits) and the Racine County Human Services *Contract Administration Manual* (revised August 2006), which is incorporated herein by references as if set forth in full, constitute the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein. This agreement may be amended in accordance with the Racine County *Contract Administration Manual*.

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 for any lawful reason and Provider shall comply with such request and provide a qualified replacement at no additional cost to Purchaser.
- 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. FISCAL RESPONSIBILITIES

- A. Charge no more than 10% for management and general expenses as defined in proposal application. The 10% costs can be computed on program expenses only.
- B. Charge no greater amount than defined in proposal application for profit which will be computed as per the Allowable Cost Policy (private for-profit provider).
- C. Provider agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.
- D. In accordance with s.s.46.036 and the purchase of professional services, there is no need for a formal audit. However, in the event that any costs appear to be inconsistent with industry norms, the purchaser reserves the right to request documentation of billed expenses and conduct an Audit Review.
- E. Upon completion of the audit review by Purchaser, if Provider received funds in excess of actual allowable costs or actual unit costs, or if Purchaser has identified disallowed costs, Provider shall refund excess monies to Purchaser. If Provider fails to return funds paid in excess, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- F. 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*.)
- G. 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.

- H. Provider will be responsible for payment of all wages, payroll taxes, worker's compensation, social security, federal and state unemployment insurance and any and all other federal and state taxes related to the staff.

IV. 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 personal and advertising injury
    - c. \$1,000,000 general aggregate
    - d. \$1,000,000 products and completed operations
    - e. There shall be no exclusion for abuse or molestation
  - 2. Auto Liability Insurance
    - a. \$1,000,000 Combined Single Limit
  - 3. Umbrella Liability Insurance on a following form basis
    - a. \$4,000,000 each occurrence
    - b. \$4,000,000 aggregate
      - i. Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable
      - ii. There shall be no exclusion for abuse or molestation
  - 4. 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

5. Professional Liability
  - a. \$1,000,000 each occurrence
  - b. \$3,000,000 aggregate
- D. All sums required to be paid by the Purchaser to Provider shall be paid in full, without reduction for any withholding taxes, employers' taxes, social security taxes, payments or contributions, and similar employer withholdings, deductions, and payments. Provider acknowledges and agrees that it shall be solely responsible for making all such filings and payments and shall indemnify and hold harmless the Purchaser for any liability, claim, expense or other cost incurred by the Purchaser arising out of or related to the obligations of Provider pursuant to this provision.
- E. Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.
- F. 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.
- G. Purchaser, acting at its sole option, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by Purchaser's risk manager taking into account the nature of the work and other factors relevant to Purchaser's exposure, if any, under this agreement.

V. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) and the Contract Information for Agencies cover sheet by the 10th day following the close of the month. Billings received by the 10th day shall be reimbursed within 15 business days.
- B. 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 2021 must be received by the Purchaser on or before January 21, 2022. Reimbursement for 2021 expenses received after January 21, 2022, 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, 2022, whichever comes first.
- D. Method of payment shall be the following:  
Reimbursement of Actual Expenses  
Provider shall bill Purchaser monthly on the appropriate line of the Purchaser's Contract Information for Agencies Form (CIA). Provider shall be reimbursed for actual program expenses reported on the CIA Form. Provider shall maintain financial statements or other documentation of total program expenses submitted for payment. Actual expenses cannot exceed the total amount specified in the contract without renegotiation.

VI. NON-DISCRIMINATION

- A. During the term of this agreement, Provider agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).
- B. Provider agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- C. Provider and all subcontractors agree not to discriminate on the basis of disability in accordance with the Americans With Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and the Racine County Ordinances. Provider agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, Provider agrees to offer "programmatically accessible" 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.

## VII. 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 routs, 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. 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.
- M. Provider will post job vacancies contained in this contract within 5 days of being notified the person is vacating the position and stay posted for a minimum of two weeks on [www.jobcenterofwisconsin.com](http://www.jobcenterofwisconsin.com) and [www.indeed.com](http://www.indeed.com) as well as submitted to [business.solutions@RacineCounty.com](mailto:business.solutions@RacineCounty.com) for advertising. Additional recruitment sites/tools may be used at the Provider's discretion. Provider will pre-screen all applicants and refer qualified applicants to HSD within 3 business days of receipt of application.
- 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) cancellation, 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.

VIII. 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.

**IX. 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.

X. 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.

**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 Goodwill Industries of Southeastern Wisconsin, 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 Goodwill Industries of Southeastern Wisconsin, 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<br>Hope Otto              | HSD Contract Administration<br>Duane McKinney | Corporation Counsel<br>Racine County                           |
| 1717 Taylor Avenue<br>Racine, WI 53403 | 1717 Taylor Avenue<br>Racine, WI 53403        | 730 Wisconsin Ave., 10 <sup>th</sup> Floor<br>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: *Hope Otto*

Title: Director  
Racine County Human Services

Date: 12.01.2020

BUSINESS ASSOCIATE

Print Name: Catherine M. Girard

SIGNATURE: *Catherine M. Girard*

Title: VP, Development & Community  
Services

Date: 1/25/2021

COVERED ENTITY

Print Name: Kristin Latus

SIGNATURE: *Kristin Latus*

Title: Deputy Director  
Racine County Human Services

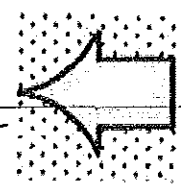
Date: 12.01.2020

**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](http://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<br><i>Catherine M. Girard</i> | Date Signed<br>1/25/2021                                     |
| Printed Name<br>Catherine M. Girard   | Title Development +<br>VP-Community Services                 |
| For (Name of Vendor)<br>Goodwill Industries of Southeastern Wisconsin, Inc.       | DUNS Number (Dun & Bradstreet, If applicable)<br>02-338-9380 |



SIGN HERE

|   |                         |
|---|-------------------------|
| <b>INTERNAL USE ONLY</b>  |                         |
| Contract # 21-214   |                         |
| Contract Description:<br>Staff  |                         |
| 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 2/2/2021 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<br><i>Duane McKinsey</i>   | Date Signed<br>2/2/2021 |

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.

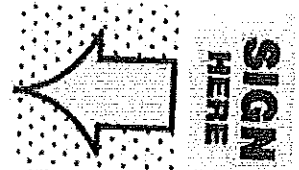
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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.

*Catherine M. Girard*

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

*1/25/2021*  
Date



*Catherine M. Girard*  
Name printed

DISCLOSURE OF LOBBYING ACTIVITIES FORM  
(Required for a W-2 agency that has lobbying activities.)

*Not  
Applicable*  
Approved by OMB  
0348-0046

Reproduced by DWD/DWS/BDS

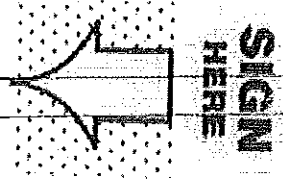
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

|   |   |   |
|---|---|---|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br><br><b>For Material Change Only:</b><br>Year _____ quarter _____<br>Date of last report _____  |
| <b>4. Name and Address of Reporting Entity:</b><br><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier _____, if known:<br><br>Congressional District, if known:   |   | <b>5. If Reporting Entity in No. 4 Is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known:   |
| <b>6. Federal Department/Agency:</b>  |   | <b>7. Federal Program Name/Description:</b><br><br>CFDA Number, if applicable:  |
| <b>8. Federal Action Number, if known:</b>  |   | <b>9. Award Amount, if known:</b><br><br>\$   |
| <b>10. a. Name and Address of Lobbying Entity</b><br>(if individual, last name, first name, MI):  |   | <b>10. b. Individuals Performing Services</b><br>(including address if different from No. 10a)<br>(last name, first name, MI):  |
| <b>11. Amount of Payment (check all that apply):</b><br><br>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned   |   | <b>13. Type of Payment (check all that apply):</b><br><br><input type="checkbox"/> a. retainer<br><input type="checkbox"/> b. one-time fee<br><input type="checkbox"/> c. commission<br><input type="checkbox"/> d. contingent fee<br><input type="checkbox"/> e. deferred<br><input type="checkbox"/> f. other; specify: _____ |
| <b>12. Form of Payment (check all that apply):</b><br><br><input type="checkbox"/> a. cash<br><input type="checkbox"/> b. in-kind; specify: nature _____<br>value _____   |   |   |
| <b>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s),</b>   |   |   |

N/A

employee(s), or Member(s) contacted, for Payment indicated in Item 11:

15. Continuation Sheet(s) SF-LLL-A attached:  Yes  No



16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Tele.No.: \_\_\_\_\_

Date: \_\_\_\_\_

N/A

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 limited to subcontracts, subgrants and 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**

All contracted staff must successfully complete caregiver and criminal background checks, drug screening, driver's license checks and reference checks. Background and driver's license checks will be performed once a year for applicable staff.

Provider is required to follow Racine County Human Resources *Condensed Policy Manual for Student Interns, Volunteers, Temporary Agency and Contracted Staff*.

Provider agrees to use reasonable efforts to ensure the continuity of staff assigned to perform services under this contract. In the case of provider employee absence due to planned vacation, training or other reasons, Provider will make every effort to provide support if requested by County.

Mileage reimbursement will be at the prevailing Federal reimbursement rate that is in effect during the time of travel. Staff is responsible for any and all parking costs.

Vendor shall provide 1 FTE contracted staff and payroll services for the following positions:

**ADRC Assistant Director**

**Basic Function**

Assist the Director in development, administration and operation of programs and services offered by the ADRC in accordance with state and federal laws rules and regulations and to implement general policies set forth by the ADRC governing body.

**PRINCIPAL DUTIES:**

1. Provide community and ADRC staff development training as it pertains the target groups identified by the ADRC contract requirements.
2. Facilitate transportation services and providers in order to achieve a more effective and efficient transportation delivery system.
3. Develop and assist in the implementation of ongoing programs of marketing, outreach and public education to all target populations.
4. Assist the ADRC in identification of gaps in the system that prevent the delivery of services.
5. Develop and maintain an effective body of knowledge regarding ADRC's responsibilities to the community and consumers served.
6. Prioritize and organize time to cover assigned duties.
7. Document all activities to insure compliance with county, state, and federal requirements.
8. Provide direct supervision to ADRC I&A staff.
9. Works toward a staff culture of empowerment and problem solving
10. Conducts team member performance planning sessions, progress/feedback sessions and annual performance appraisal meetings.
11. Facilitates resolution of problems, questions, concerns or complaints.
12. Recognizes, rewards, disciplines and discharges team members as appropriate
13. Adheres to budgets for ADRC and Transportation; prepares all requests for purchases, conference registrations, mileage reimbursement requests, etc., correctly indicates cost center coding, and puts through for processing.
14. Other duties as assigned.

**Health & Safety – Assists in maintaining a safe and healthy environment.**

- a. Works safely, practicing preventative measures at all times.
- b. Monitors staff for safety and health responsibility.
- c. Practices infection control and standard precautions.
- d. Takes action to eliminate potential hazards as necessary.
- e. Wears personal protective equipment as appropriate and in compliance with LL policies.
- f. Maintains knowledge of applicable material safety data sheets for all chemicals used and

- g. Follows corresponding instructions and precautions.
- h. Maintains a clean, orderly work area.
- i. Reports any incidents or injuries to the manager.

**Policies & Procedures - Works within/adheres to policies and procedures.**

- a. Adheres to the attendance policy.
- b. Adheres to department specific and general work rules, policies and procedures.
- c. Attends educational opportunities and participates in required meetings and training.
- d. Maintains any registration, certification or license required for this position.
- e. Accepts flexible scheduling.
- f. Accepts responsibility to provide direction and supervision, regardless of time or day.
- g. Assists in orientation and training of team members as assigned.

**REQUIREMENTS:**

- Master in Social Work or RN, Bachelor in Human Services
- Five years supervisory experience
- ADRC related services experience.
- One (1) year full time experience working with a target population
- Must be certified Alliance of Information and Referral Specialist. (AIRS- CIRIS) within one year of employment.
- Must be certified functional screener by DHFS.

**CORE COMPETENCIES:**

- Knowledgeable about preventable causes of disability and institutionalization and shall be able to identify risk factors and appropriate prevention and early intervention strategies.
- Knowledge of community resources.
- Ability to deliver concise oral and written reports.
- Ability to work well with other agencies.
- Ability to respond to crises and to make appropriate judgments as to resolution.
- Previous experience training or public presentations.
- Prompt and regular attendance

**PHYSICAL/SENSORY DEMANDS:**

- Able to drive a car
- Able to carry supplies to offsite events and set-up displays.

Vendor shall provide 1 FTE contracted staff and payroll services for the following positions:

**ADRC Receptionist**

**BASIC FUNCTION:**

Serves consumers by greeting, welcoming and directing them appropriately, notifies staff of visitor arrivals, maintains security and telecommunications systems and notifies supervisors of any challenges to the system. Answers and responds to all incoming Nutrition cancellations and new starts.

**ESSENTIAL JOB FUNCTIONS:**

1. Welcome visitors by greeting them in person or on the telephone, answering or referring inquiries.
2. Directs visitors by maintaining employee and department directories and giving instructions.
3. Maintains telecommunications system by following manufacturer's instructions for house phone and console operations.
4. Maintains safe and clean reception area by complying with procedures, rules and regulations.
5. Contributes to team effort by accomplishing related results as needed.

6. Faxes all starts and cancelations to nutrition office.
7. Makes nutrition appointments for all new starts and enter appointments into data base.
8. Answer phones as calls come in.
9. Communicate with Nutrition staff any changes on a day to day basis
10. Contact vendors for updates to Resource Directories
11. Sort, pickup and deliver mail daily.
12. Other duties as assigned

**MINIMUM QUALIFICATIONS:**

**Core Competencies**

1. Ability to meet people and deal effectively with the public, customers and employees of the organization.
2. Ability to communicate effectively, both in written and verbal form.
3. Ability to negotiate and solve problems on both an internal and external basis.
4. Ability to gather, analyze and record information on verbal, written and automated data entry.

**Training and Experience**

1. High school diploma or equivalent, some related post-secondary training or education preferred.
2. 1 - 3 years previous experience working in an office/clerical setting.

**Physical/Sensory Demands:** (Range of motion, weight requirements, repetitive use of hands/feet, speech, vision, hearing or other requirements)

1. Full range of motion.
2. Ability to communicate in written and verbal form with customers, staff and employees.
3. Vision necessary to monitor the workflow.
4. This position requires sitting, standing, lifting, squatting, bending, and possibly reaching above shoulders.
5. The person must be able to communicate effectively in a verbal manner and possess hearing to the extent of being able to answer phones.
6. Capable of using a data entry keyboard.

Vendor shall provide 1 FTE contracted staff and payroll services for the following positions:

**Aging and Disability Services Outreach**

**Basic Function:**

To be responsible for administrative, technical, planning and community relations activities directed toward fulfilling the Aging and Disabilities Resource Center and Aging Unit marketing and community outreach functions of the ADRC contract and Aging Plan with the Department of Health and Family Services (DHFS).

**Essential Duties:**

1. Implement ongoing marketing, outreach and public education activities for the ADRC including goals identified within the Aging Plan.
2. Ability to target outreach and education activities based on locally collected ADRC data, statewide data and other findings of the Department
3. Ensure that marketing, outreach and public education materials are culturally sensitive and accessible to those who have limited English proficiency or visual or hearing impairments.
4. Assist adults with developmentally disabilities, physical disabilities, elders, (age 60 and older) and adults with mental illness and/or abuse disorders to access services. Provide information on risk and safety issues and on prevention and early intervention measures as its part of public education and information activities.

5. Provide information and Assistance on the following areas at a minimum: adult protective services, living arrangements related to long term care, disability and LTC services, paying for LTC services, health, mental health services, AODA services, employment, training and vocational services, financial and other basic needs, transportation, nutrition, home maintenance, legal issues.
6. Provide referral/ assistance services and linkages to businesses, community organizations, health care providers, public health agencies and long-term care providers in Racine's service area. Ensure community awareness of ADRC services. Provide follow up and advocate on the consumer's behalf.
7. Provide community and ADRC staff development training on topics identified above.
8. Assist the ADRC in identification of gaps in the system that prevent the delivery of services
9. Prioritize and organize time to cover assigned duties.
10. Consult with other professionals in the field and in related fields to increase individual knowledge and understanding of various disciplines, changes and developments in the field of Human Services.
11. Develop and maintain an effective body of knowledge regarding ADRC's responsibilities to the community and consumers served.
12. Document all activities to ensure compliance with County, State, and Federal requirements.
13. Develop new outreach and marketing opportunities to respond to changing needs of clients and the community.
14. Maintain a high level of visibility in the Racine community relative to ADRC programs and services and maintain a positive relationship with Human Service organizations, contract agencies, other HSD Divisions, County Departments and various State departments.
15. Work with advocacy organizations in a positive and proactive manner to address issues and concerns before a crisis situation develops.

**Supervision Received:**

Receives supervision from the Director of the ADRC

**Qualifications:**

- Masters degree in social work or a related human service field and two years experience in human services; OR a Bachelor's degree in the above fields and three years experience
  - Prompt and regular attendance
- \*Or any equivalent combination, training and experience, which provides the requisite knowledge, skills and abilities.

**Knowledge, Skills and Abilities:**

- Knowledge of Social Work practices and techniques
- Knowledge of State laws and policies governing Mental Health, AODA, Developmental Disabilities, Aging Services and physical disability services
- Ability to create and maintain a positive work environment
- Ability to effectively communicate and perform public speaking
- Ability to present information, written or verbal, cogently, concisely and comprehensively while preserving confidentiality as needed
- Ability to effectively find information using any and all governmental and non-governmental sources
- Ability to evaluate information and exercise independent judgment in making decisions
- Ability to complete an environmental scan and identify targets outreach areas
- Ability to reach benchmarks as it relates to increasing ADRC consumer base

Vendor shall provide 3 FTE contracted staff and payroll services for the following positions:

**Caregiver Support Specialist**

**Basic Function:**

The Caregiver Support Specialists focuses on caregiver support, wellness education to the community of older adults.

**Essential Job Functions:**

1. Coordinates education and in-services for older adults.
  - a. Answer and log incoming calls for educational needs pertaining to seniors and caregivers.
  - b. Work with clergy; social workers, adult protective services, civic organization, corporations, churches, hospitals, nursing homes and senior living to assist and inform about educational programming and volunteer opportunities.
  - c. Conduct ongoing evidence-based prevention classes Stepping On, Living Well with Chronic conditions, Powerful Tools for Caregivers, Keeping Your Mind Sharp, Caregivers Relationships and any others as deemed appropriate.
  - d. Attend seminars and continuing education courses that are related to aging issues and issues of caregiving.
  - e. Assist in identifying community gaps in services.
  
2. Provides initial and ongoing assessment to caregivers caring for individuals over the age of 60, caring for someone with a dementia related diagnosis, a grandchild and/or an older adult caring for an adult with severe disabilities.
  - a. Provide information and assistance to caregivers both face to face and over the phone
  - b. Provide eligibility assessment for the Alzheimer's Family Caregiver Support Program (AFCSP)
  - c. Provide ongoing case management and support to all caregivers receiving AFCSP funding
  - d. Provide ongoing case management and support to all care givers in need
  - e. Provides support through monthly newsletters, face to face support group, telephone support groups and social networking.
  - f. Provides education and support for care-giving teams
  - g. Maintain data as determined by Director of Senior Services
  
3. Health & Safety – Assists in maintaining a safe and healthy environment.
  - a. Works safely, practicing preventative measures at all times.
  - b. Takes action to eliminate potential hazards as necessary.
  - c. Maintains a clean, orderly work area.
  - d. Reports any incidents or injuries to the licensed nurse or manager.
  
4. Policies & Procedures - Works with/in/adheres to policies and procedures.
  - a. Adheres to the attendance policy.
  - b. Adheres to department specific and general work rules, policies and procedures.
  - c. Monitors staff for health and safety responsibility.
  - d. Attends educational programs and participates in required meetings and training.
  - e. Accepts flexible scheduling as needed.
  - f. Assists in orientation and education of team members as assigned.
  - g. Accepts responsibility to provide direction or supervision, regardless of time or day.

**Training and Experience:**

1. High School graduate
2. Three to five years' experience working with older adults

**Qualifications:**

1. Computer skills include word processing, database, spreadsheet and electronic mail software.
2. Excellent interpersonal and communication skills.

3. Knowledge of community organizations
4. Experience and comfortable in public speaking
5. Ability to handle several key tasks simultaneously.
6. Excellent telephone etiquette.
7. Highly organized.
8. Knowledge of supportive services available in the community and desire to work with older adults.

**Physical/Sensory Demands:** (Range of motion, weight requirement, repetitive use of hands/feet, speech, vision, hearing, other requirements)

1. Repetitive use of hands is required in the form of fine manipulations while using the computer, keyboards and filing.
2. Must be able to sit for a long period of time entering data.
3. Must be able to stand, bend, reach and lift up to 20 pounds.

Vendor shall provide 1 FTE contracted staff and payroll services for the following positions:

**Elder Benefit Specialist**

**BASIC FUNCTION:**

The Elder Benefit Specialist (EBS) provides individuals 60 years of age and older with information, assistance, and advocacy, in the three main priority areas of public benefits, housing and consumer issues. The EBS is also responsible for coordinating outreach and education to older persons, service providers and professionals in the community. The EBS acts as a consultant to other service providers and professionals.

**PRINCIPAL DUTIES:**

1. Provide health and long-term care insurance benefits counseling. Acts as client advocate on insurance issues, including recommending changes and submitting complaints to the Office of the Commissioner of Insurance.
2. Create factual evidence and briefs for appeal of denied benefits; provide advocacy and representation in matters which require review, waiver, reconsideration, including hearings before an Administrative Law Judge.
3. Assist clients in determining benefit eligibility for all public benefit programs and complete eligibility forms when client is unable to do so and no other assistance is available.
4. Develop and present informational materials for the media, organizations, and the general public. Provide public education and/or training on issues affecting the rights, benefits, or entitlements of elderly persons.
5. Initiate advocacy which has consequences of broad significance in preserving, protecting, and expanding the rights and benefits of older persons.
6. Establish or expand local State Health Insurance Assistance (SHIP) Volunteer program and provide volunteers' training and supervision.
7. Complete reporting requirement for the EBS program and for the SHIP in a timely manner
8. Coordinate with local Pro-Bono Attorney Program and make appropriate referrals
9. Make referrals to other agencies and services, when appropriate

**REQUIREMENTS:**

- Bachelor's degree, preferably in a human services related field OR Educational requirement may be waived by the state Legal Services Developer if the individual has a minimum of four-year experience in income maintenance, insurance, or medical billing fields.
- Valid Wisconsin driver's license

**CORE COMPETENCIES:**

1. Ability to communicate detailed/complex information to clients
2. Ability to gather, analyze, and evaluate information for clients

3. Ability to research, analyze and resolve problems
4. Adhere to confidentiality standards
5. Maintain current knowledge of public benefits available to older persons in the areas of health care financing, income maintenance, home and community based services, consumer finance, and other elder law areas.

**PHYSICAL/SENSORY DEMANDS:**

1. Must speak clearly and hear well in order to facilitate workshops and conduct individual appointments.
2. Must be able to communicate effectively in written form.
3. Ability to lift 10 pounds.
4. Ability to stand, walk, squat, bend, twist, kneel, and reach above shoulders.
5. Ability to manipulate computer, typewriter, and telephone keyboards.
6. Ability to communicate in both written and verbal forms.
7. Vision is required for computer entry.
8. Ability to travel to various Goodwill facilities, as needed.

Vendor shall provide 17 FTE contracted staff and payroll services for the following positions:

**Information and Assistance Specialist – Long Term Care Functional Screener**

**Basic Function**

Provide a central source of reliable and objective information about a broad range of programs and services for older adults and people with physical or developmental/intellectual disabilities. Help people understand and evaluate the various options available to them. Help people to find resources in the community and make informed decisions about long-term care, help people conserve their personal resources, maintain self-sufficiency and delay or prevent the need for potentially expensive long-term care. Provide assessment and enrollment counseling for publicly funded long-term care, including Family Care and IRIS.

**Essential Duties**

1. Provide information and assistance including listening to the consumer, assessing his or her needs, and helping the consumer to connect with service providers or gain information to meet the identified needs.
2. Provide information and assistance in-person in the person's home or at the ADRC office as an appointment or walk-in, over the telephone, via e-mail, or through written correspondence.
3. Shall be knowledgeable of community services such as, Medicaid, Medicare, Social Security, SSI, SSI-E, SSDI, FoodShare, public health services and Older Americans Act services.
4. Shall be knowledgeable about preventable causes of disability and institutionalization, shall be able to identify risk factors and refer individuals to appropriate prevention and early intervention services and programs.
5. Shall be knowledgeable of the Department of Health Services Dementia Care Guiding Principles and how these principles are integrated into ADRC services.
6. Shall be trained on and skilled in the use of the resource and client tracking databases, including how to search for services, retrieve information, and document customer contacts.
7. Shall provide follow-up as required by policy and document follow-up contacts and activities.
8. Provide counseling about the options available to meet long-term care needs and factors to consider in making long-term care decisions.
9. Maintain certification to administer the Long-Term Care Functional Screen.
10. Provide information on rights, and complaint, grievance, and appeal processes
11. Provide short term case coordination to consumers identified in the ADRC short term case coordination policy
12. Provide information on services available to residents wishing to relocate from a Nursing home, assisted living facility or other care setting.



13. Assure that customers who request access to long-term care and indicate potential eligibility for publicly funded long-term care services are informed of, and assisted in accessing, these services.

**Supervision Received**

Receives supervision from the ADRC Director.

**Qualifications**

- A Bachelor of Arts or Science degree (preferably in a health or human services related field) or a license to practice as a registered nurse in Wisconsin pursuant to s. 441.06 Stats.
- Equivalent of at least one year of full-time experience in a health or human service field, working with one or more of the client populations served by the Aging and Disability Resource Center (elderly or adults with physical or developmental/intellectual disabilities). Qualifying work experience may be paid or unpaid and may include internships, field placements and volunteer work.
- Valid Wisconsin driver's license.
- Prompt and regular attendance.

**Knowledge, Skills, and Abilities**

- Knowledge of Community Resources
- Ability to deliver concise oral and written reports.
- Ability to work well with other agencies.
- Knowledge of Medicaid, Medicare, Social Security and Marketplace benefits.

**Information and Assistance Specialist - General**

**Basic Function**

Provide a central source of reliable and objective information about a broad range of programs and services for older adults and people with physical or developmental/intellectual disabilities. Help people understand and evaluate the various options available to them. Help people to find resources in the community and make informed decisions about long-term care, help people conserve their personal resources, maintain self-sufficiency and delay or prevent the need for potentially expensive long-term care.

**Essential Duties**

1. Provide information and assistance including listening to the consumer, assessing his or her needs, and helping the consumer to connect with service providers or gain information to meet the identified needs.
2. Provide information and assistance in-person at the ADRC office as a walk-in, over the telephone, via e-mail, or through written correspondence
3. Shall be knowledgeable of community services such as, Medicaid, Medicare, Social Security, SSI, SSI-E, SSDI, FoodShare, public health services and Older Americans Act services.
4. Shall be knowledgeable about preventable causes of disability and institutionalization, shall be able to identify risk factors and refer individuals to appropriate prevention and early intervention services and programs.
5. Shall be knowledgeable of the Department of Health Services Dementia Care Guiding Principles and how these principles are integrated into ADRC services.
6. Shall be trained on and skilled in the use of the resource and client tracking databases, including how to search for services, retrieve information, and document customer contacts.
7. Shall provide follow-up as required by policy and document follow-up contacts and activities.
8. Provide counseling about the options available to meet long-term care needs and factors to consider in making long-term care decisions.
9. Provide information on rights, and complaint, grievance, and appeal processes
10. Provide information on services available to residents wishing to relocate from a Nursing home, assisted living facility or other care setting.

11. Assure that customers who request access to long-term care and indicate potential eligibility for publicly funded long-term care services are informed of, and assisted in accessing, these services.
12. Must complete and maintain AIRS certification.

**Supervision Received**

Receives supervision from the ADRC Assistant Director

**Qualifications**

- A Bachelor of Arts or Science degree (preferably in a health or human services related field) or a license to practice as a registered nurse in Wisconsin pursuant to s. 441.06 Stats.
- Equivalent of at least one year of full-time experience in a health or human service field, working with one or more of the client populations served by the Aging and Disability Resource Center (elderly or adults with physical or developmental/intellectual disabilities). Qualifying work experience may be paid or unpaid and may include internships, field placements and volunteer work.
- Valid Wisconsin driver's license.
- Prompt and regular attendance.

**Knowledge, Skills, and Abilities**

- Knowledge of Community Resources
- Ability to deliver concise oral and written reports.
- Ability to work well with other agencies.
- Knowledge of Medicaid, Medicare, Social Security and Marketplace benefits.

Vendor shall provide 1 FTE contracted staff and payroll services for the following positions:

**Nutrition Program Director**

**Basic Function**

The Nutrition Program Director is responsible for the day-to-day management and administrative functions of the program. The nutrition program director will be hired on a full-time basis.

**Essential Duties**

1. Recruit, screen, interview, hire, train and supervise all part-time and fulltime subordinate personnel affiliated with the program
2. Inform, assist and seek advice from the nutrition advisory council
3. Contract for provision of raw food, supplies, and facilities according to the procurement procedures of the designated authority and as described in the Aging Network Policy and Procedure and Technical Assistance manual
4. Develop fiscal procedures for the local dining centers
5. Prepare contract application, job descriptions, bid specifications, budget and proposals in a timely fashion to the Aging Director
6. Plan, develop, implement and coordinate all programs and services for this program
7. Maintain all accounts and records as required and submit reports as requested
8. Coordinate the development and provision of supportive services for this program
9. Develop and maintain good working communication with all agencies involved in this program
10. Compile, organize and prepare written reports and materials for the Aging Director and other key agencies as directed
11. Ensure auditing controls are in place to measure program effectiveness, feasibility and costs on a continuing basis
12. Identify program problems and recommend remedial measures
13. Attend public hearings and meetings relating to legislative proposals for the elderly as directed by the Aging Director
14. Carry out all other duties and activities as assigned

15. Develop and maintain a good public relations program including the use of local newspapers, radio and public appearances
16. Develop training programs for nutrition program staff as needed
17. Recruit, train and recognize volunteers for the nutrition program as needed

Vendor shall provide 1 FTE contracted staff and payroll services for the following positions:

**Volunteer Coordinator**

**Basic Function**

The Volunteer Coordinator administers the Nutrition program and assists the Director of Nutrition with program management by performing the following functions in accordance with the Aging Unit mission, policies and procedures as outlined below.

**Essential Duties**

1. **Administers the Home Delivered Meal (HDM) program as directed.**
  - a. Maintains and updates participants' files.
  - b. Maintains records and prepares reports as necessary.
  - c. Maintains working knowledge of federal, state and county regulations.
  - d. Drives HDM route and delivers meals as needed.
  - e. Recruits and orients volunteer drivers for the Home Delivered Meal Program.
  - f. Coordinates or conducts orientation training for new volunteers on ADRC philosophy and policies.
  - g. Maintains and updates volunteer records/database, volunteer driver records and background checks.
  - h. Assigns drivers to routes and maintains substitute driver pool ensuring that all routes are covered daily.
  - i. Acts as liaison with drivers on a daily basis.
  - j. Assigns HDM participants to appropriate route and keeps routes updated.
  - k. Communicates volunteer driver concerns and participant feedback to the Nutrition Director
2. **Administers the Congregate Nutrition program as directed.**
  - a. Uses a variety of resources in planning and developing programs to inform and educate seniors about available services, programs or other educational opportunities.
  - b. Assists in developing plans to increase level of program participation.
  - c. Maintains knowledge of and assists in compliance with federal, state and county regulations.
  - d. Assists site managers on volunteer recruitment, retention and recognition at sites.
  - e. Assists with gathering meals counts for sites and communicating this to the kitchen
3. **Assists the Director of Nutrition in program management.**
  - a. Functions as the Director of Nutrition in his/her absence.
  - b. Assists in compliance with federal, state and county regulations.
  - c. Assists in developing plans to increase level of program service and funding.
  - d. Assists in ongoing monitoring of congregate meal sites and HDM participants.
  - e. Performs key functions of the program director and other administrative personnel to ensure the continuity of the program in the absence of co-workers.
4. **In-home respite program**
  - a. Maintains and updates participant files.
  - b. Maintains records and prepares reports as necessary.
  - c. Maintains working knowledge of federal, state and county regulations
  - d. Track and record volunteer hours in SAMS
  - e. Track in-kind hours

PROGRAM EVALUATION:

1. 100% of referred candidates will meet minimum qualifications per the job description provided by Racine County.
2. 90% of vacancies will be filled within 60 days of initial posting.
3. 90% of employees will maintain a position within Racine County for the calendar year, maximizing employee retention.

An Evaluation Outcome Report must be submitted to Racine County HSD Contract Compliance Monitor by 2/1/22.

**XII. COST AND SERVICES TO BE PROVIDED**

A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this agreement will be determined by the Purchaser.

B. Purchaser agrees to pay Provider for the actual services rendered by Provider and authorized by Purchaser at the contracted amount.

C. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section will not exceed the total contracted dollar amount.

| Account #     | Program   | Total               | Units | Unit Rate | Method of Payment |
|---------------|-----------|---------------------|-------|-----------|-------------------|
|               | BHS STAFF | <u>2,018,210.00</u> | N/A   | N/A       | Actuals           |
| 71701.008.300 |           |                     |       |           |                   |
| 71703.008.200 |           |                     |       |           |                   |
| 71704.008.300 |           |                     |       |           |                   |
| 71705.008.300 |           |                     |       |           |                   |
| 71706.008.300 |           |                     |       |           |                   |
| 71707.008.401 |           | <i>LM</i>           |       |           |                   |
| 71708.008.402 |           | <i>LM</i>           |       |           |                   |
| 71709.008.300 |           |                     |       |           |                   |
| 71711.001.300 |           |                     |       |           |                   |
| 71711.008.300 |           |                     |       |           |                   |
| 71712.008.200 |           |                     |       |           |                   |
| 71713.008.200 |           |                     |       |           |                   |
| 71715.008.107 |           |                     |       |           |                   |
| 79712.008.300 |           |                     |       |           |                   |
| 79713.008.300 |           |                     |       |           |                   |

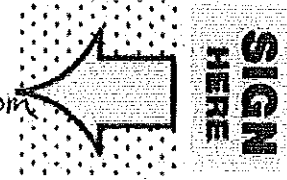
*Sharon Zymer*

Dec 11, 2020 Approved by HSD Fiscal Manager

Approved by Contracted Agency

Signature: *Lisa Meyer*  
 Email: [lisa.meyer@racinecounty.com](mailto:lisa.meyer@racinecounty.com)

*Catherine M. Girard*  
*cgirard@goodwillsew.com*











# Goodwill #21-214 EOR

Final Audit Report

2020-12-11

|                 |  |
|-----------------|--|
| Created:        | 2020-12-11                                       |
| By:             | Duane McKinney (Duane.McKinney@racinecounty.com) |
| Status:         | Signed   |
| Transaction ID: | CBJCHBCAABAAdoL6WJlCoINsk8UbXCdYHKVJZesE66B      |

## "Goodwill #21-214 EOR" History

-  Document created by Duane McKinney (Duane.McKinney@racinecounty.com)  
2020-12-11 - 10:05:56 AM GMT - IP address: 174.102.174.25
-  Document emailed to Lisa Meyer (lisa.meyer@racinecounty.com) for signature  
2020-12-11 - 10:06:45 AM GMT
-  Email viewed by Lisa Meyer (lisa.meyer@racinecounty.com)  
2020-12-11 - 5:01:15 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Lisa Meyer (lisa.meyer@racinecounty.com)  
Signature Date: 2020-12-11 - 5:02:28 PM GMT - Time Source: server- IP address: 99.90.190.24
-  Document emailed to Gwen Zimmer (gwen.zimmer@racinecounty.com) for signature  
2020-12-11 - 5:02:31 PM GMT
-  Email viewed by Gwen Zimmer (gwen.zimmer@racinecounty.com)  
2020-12-11 - 9:12:41 PM GMT - IP address: 104.47.64.254
-  Document e-signed by Gwen Zimmer (gwen.zimmer@racinecounty.com)  
Signature Date: 2020-12-11 - 9:13:02 PM GMT - Time Source: server- IP address: 209.225.110.3
-  Agreement completed.  
2020-12-11 - 9:13:02 PM GMT