

PURCHASE OF SERVICES CONTRACT
COMPREHENSIVE COMMUNITY SERVICES

This contract is made and entered into on the 1st Day of January, 2021, by and between Sauk County, a Wisconsin Municipal Corporation represented by Sauk County Department of Human Services, referred to as "Agency", and Innervisions Counseling and Consulting Center LLC, referred to as "Contractor", whose contact information is:

I. PARTIES

Agency:

Organization Name: Sauk County
Sauk County Department of Human Services
Address: PO Box 29
Baraboo, Wisconsin 53913

Name of contact person: Jill Ellinwood
Telephone: 608-355-4200
Fax: 608-355-4299
Email: jill.ellinwood@saukcountywi.gov

Contractor:

Organization Name: Innervisions Counseling and Consulting Center LLC
Address: 840 Highway 12
Suite 1
Baraboo, WI 53913

Name of Contact Person: Colleen James
Telephone: 608-381-0611
Fax:
E-mail:

Contractor's fiscal year end: December 31st

II. CONTRACT INFORMATION

Contract No: 21P-29
Contract Period: January 1, 2021 – December 31, 2021
Maximum Payment
under this contract: \$900,000.00

IV. PAYMENT FOR SERVICES

Agency and Contractor agree:

- A. Actual total payments will be based upon the amount of service authorized by the Agency and the amount of authorized service performed by the Contractor. It is understood and agreed by all parties that the Agency assumes no obligation to purchase from the Contractor any minimum amount of services as defined in the terms of this contract.
- B. Due to the Agency's funding source restrictions, the Contractor shall submit to the Agency final claims for reimbursement under this contract no later than fifteen (15) days after the end of the contract period. Failure to submit claims under this contract within this time period will result in breach of contract and nonpayment. Upon written request by the Contractor, the Agency may grant an exception due to unusual circumstances on an individual basis.

The Contractor agrees that the total cost for services provided and the rate (per hour, day, month, year) and the number of clients served will be:

SERVICE	FUND SOURCE	RATE* UNIT**	CLIENTS	TOTAL COST
CCS Comprehensive Community Services	Base	Master's Level \$130.44 per hour Bachelor's Level \$103.54per hour Relief Worker \$95.38 per hour	Varies	\$900,000.00
CCS- Group		Relief Worker Group Rate \$11.92 per hour	Varies	Included in above
			Total	\$900,000.00

*Define rate (example dollars/per unit time/per client) ** Specify hour, day, month, year

- C. Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Contractor for services covered by this contract.

VI. BILLING AND COLLECTION PROCEDURES

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract. The procedures used by the Contractor shall comply with the provisions of Wisconsin Administrative Code DHS 1.01-1.06.

VII. SERVICES TO BE PROVIDED

- A. The Contractor shall develop an individualized service plan for each client within thirty (30) days following the date the Agency referred the client to the Contractor. The Contractor shall ensure that the plan complies with applicable standards. The Contractor agrees to work with the Agency as necessary when the Contractor is developing an individualized service plan.
- B. When transporting Consumers, the Contractor shall have a policy in place regarding transportation of consumers. We may request a copy of this policy at any time. This policy will include:
 - 1. Verification of employee drivers' license along with a copy of the said license on file.
 - 2. Insurance information. If the employees are using their own vehicle, a copy of the insurance must be included.
 - 3. Documentation of periodic vehicle safety inspections.
 - 4. Adherence to the Department of Transportation guidelines around transportation of minors.
- C. In providing services, the Contractor shall coordinate with other service Contractors as necessary to achieve the client's goals as identified in the Agency's and Contractor's individual service plans.
- D. The Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under this contract. The Agency reserves the right not pay for units of services reported by the Contractor that are not supported by documentation required under this contract.
- E. The Agency will monitor the Contractor's performance and will use the results of this monitoring to evaluate the Contractor's ability to provide adequate services to clients. If the Contractor fails to meet contract goals and expected results, the Agency may reduce or terminate the contract.
- F. The Agency retains sole authority to determine whether the Contractor's performance under the contract is adequate. The Contractor agrees to the following:

An individual has a right to an administrative hearing concerning eligibility and the Agency shall inform individuals of this right. The Agency shall provide clients with information concerning their eligibility and how to appeal actions affecting their rights.

X. CAREGIVER BACKGROUND CHECKS

A. The Agency and the Contractor agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Contractor shall comply with the provisions of Wis.Administrative Code. DHS12
(online at http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12)

B. The Contractor shall conduct caregiver background checks at its own expense of all employees assigned to do work for the Agency under this contract if such employee has actual, direct contact with the clients of the Agency or otherwise required by law. The Contractor shall retain in its personnel files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Contractor must conduct a new caregiver background search every four years, or at any time within that period when the Contractor has reason to believe a new check should be obtained.

C. The Contractor shall maintain the results of background checks on its own premises for at least the duration of the contract. The Agency may audit the Contractor's personnel files to assure compliance with the State of Wisconsin Caregiver Program Manual
(online at www.dhs.wisconsin.gov/caregiver/index.htm).

D. The Contractor shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

E. The Contractor shall notify the Agency in writing and via registered mail within one (1) business day upon the occurrence of any event listed in Wis. Admin. Code DHS 12.07(2).
(online at http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12)

XIV. CIVIL RIGHTS GRIEVANCES

The Contractor shall have a formal written grievance procedure. The Contractor shall, prior to or at the time of admission to the program, provide oral and written notification to each client of his or her rights and the grievance procedure. The Contractor shall post the client rights and the grievance procedure in an area readily available to clients and staff of the Contractor.

XV. CLIENT FUNDS

When necessary client funds shall be handled by the Agency. The Contractor shall not handle client funds.

XVI. CONTRACTOR RESPONSIBILITIES

- A. The Contractor shall comply with the reporting requirements of Agency. All reports shall be in writing and, when applicable, in the format specified by the Agency. All reports shall be supported by the Contractor's records.
- B. Contractor shall cooperate with the Agency in establishing rate for reimbursement purposes.
- C. Contractor shall transfer a client from one category of care or service to another only with the written approval of the Agency.
- D. If the Contractor obtains services for any part of this contract from another vendor, the Contractor is responsible for the fulfillment of the terms of the contract and shall give written notification of such to the Agency for approval.

XVII. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health Services shall serve to terminate this contract, except as further agreed to be the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for these matters incorporated herein by reference, and that this contract supersedes all oral contracts and negotiations between the parties relating to the subject matter thereof.

information available to the Agency upon request to review Contractors compliance, insofar as is permitted under State and Federal law.

- D. The Contractor shall cooperate with Agency in the fulfillment of open record requests in accordance with Wisconsin's Open Meeting Law and the Freedom of Information Act.
- E. At the expiration of the Contract, the Contractor will transfer, upon request by the Agency, at no cost to the Agency, records regarding the individual recipients who received services from the Contractor under this Contract. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

XXI. AUDIT REQUIREMENTS

- A. Unless waived by the Agency, the Contractor shall submit an annual audit to the Agency if the total amount of annual (i.e., calendar year) funding provided by the Agency (from any and all of its Counties or Divisions taken collectively) for all contracts is \$100,000.00 or more. In determining the amount of annual funding provided to the Contractor, the Contractor shall consider both: (1) funds provided through direct contracts with the Agency and (2) funds from another Agency, which has one or more contracts with the Contractor.
 - 1. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F – Audits. The guidance also includes an Annual Compliance Supplement that details federal agency rules for accepting federal sub-awards.
(online at https://ecrf.io/Title-02.cfr30_main)
 - 2. The State Single Audit Guidelines (SSAG) expand on the requirement of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit; Section 1.3 lists the required conditions
 - 3. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that are not required to have a Single Audit but need to comply with DHS Provider audit requirements. An audit report is due the Agency if the Contractor receives more than \$100,000.00 in pass-through money from the Agency as determined by Wisconsin Statute s.46.036.
- B. The audit shall be in accordance with the generally accepted auditing standards Wis Stats. 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions under this contract. In addition, the Contractor is responsible for ensuring that the audit complies with

2. Charge the Contractor for all loss of Federal or State aid or for penalties assessed to the Agency because the Contractor did not submit a complete audit report within the required time frame.
 3. Disallow the cost of audits that do not meet these standards.
 4. Withhold payment, cancel the contract, or take other actions deemed by the Agency to be necessary to protect the Agency's interests.
 5. Require modified monitoring and/or reporting provision.
 6. Assess financial sanctions or penalties.
- G. Requests to waive the audit requirement must be submitted to the Agency in writing. The request must state reason for audit waiver and suggest an alternate method of monitoring program funding.

These requests will be reviewed by the Agency. When the request is considered to be reasonable, the Agency will forward the request for authorization to the State Strategic Finance Regional Office. *Requests for audit waivers after the contract is signed will be entertained in exceptional situations only.*

XXII. ALLOWABLE COSTS

The Agency will make payments for costs that are consistent with the Department of Children and Families and/or the Department of Health Services Allowable Cost Policy Manual and Federal Allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 and Part 230 or the program policy manual. See office of Management and Budget website for links to Code of Federal Regulations.

(CFR) sections: <http://www.whitehouse.gov/omb/information-for-agencies/circulars>

XXIII. RESERVES

The Contractor may retain a reserve or profit of funds, consistent with Wis.Stats.49.34(5m) that will occur with the reconciliation at the end of the Contract period. Calculation of the annual surplus amounts and the portion of surplus that the Contractor may retain in a year will be based on the Department of Children and Families and/or the Department of Health Services Allowable Cost Policy Manual.

XXIV. EXCESS / OVERPAYMENTS

The Contractor will return to the Agency any funds paid in excess of the allowable costs of services provided under this Contract within thirty (30) days of notification by the Agency. If the Contractor fails to return funds paid in excess of the allowable costs of the

- C. Agency shall be given ten (10) days advance notice of cancellation or non-renewal. Upon execution of this contract, Contractor shall furnish Agency with a certificate of insurance listing Agency as an additional insured and, upon request, certified copies of the required insurance policies.
- D. If Contractor's insurance is underwritten on a Claims-Made basis, the retroactive date shall be prior to or coincide with the date of this contract, the Certificate of Insurance shall state that coverage in Claims-Made and indicate the retroactive date, Contractor shall maintain coverage for the duration of this Contract and for two years following the completion of this contract.
1. Contractor shall furnish Agency, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage.
 2. It is further agreed that Contractor shall furnish the Agency with a Thirty, (30) day notice of aggregate erosion, in advance of the retroactive date, cancellation or renewal.
 3. It is also agreed that on Claims-Made policies, either Contractor or Agency may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by Contractor.
- E. In the event any action, suit or other proceeding is brought against Agency upon any matter herein indemnified against, Agency shall give reasonable notice by registered mail to the Contractor and shall cooperate with Contractor's attorneys in the defense of the actions, suit or other proceeding.
- F. Contractor shall furnish evidence of adequate Worker's Compensation Insurance.

XXVII. EQUIPMENT USAGE

Equipment provided by Sauk County Department of Human Services is the property of Sauk County Department of Human Services. Upon termination of the Contractors employee using the equipment, or termination of the contract between Sauk County DHS and the said Contractor, the equipment must be returned within (5) five working days. If the equipment is damaged or not returned, the Contractor will be held responsible for the replacement cost of the equipment. Sauk County may withhold from future payments the replacement cost of the said equipment or take any other necessary action.

XXVIII. INDEPENDENT CONTRACTOR

Nothing in this contract shall create a partnership or joint venture between the Agency and the Contractor. The Contractor is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the Agency.

XXXIII. LIMITATIONS OF AGREEMENT

This contract is intended to be a contract solely between the parties hereto and for their benefit only. No part of this contract 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 of either of the parties.