

INCOME MAINTENANCE CONSORTIUM CONTRACT

Capital I.M. Consortium Related to the Delivery of Income Maintenance Administration Services

Agreement No.: 85389

County: SAUK

Begin Date: January 1, 2022

Expiration Date: December 31, 2022

Authority Res.: _____

Number of Pages: 21

Corporation Counsel Approval: DH 12/6/21

Projected County Expenditure.: \$1,303,000

Projected Pass-Through Reimbursement: \$848,031

Projected State Reimbursement for Fraud Prevention Investigation Program (FPIP): \$30,281

Required County Levy/Maintenance of Effort (MOE) Level: \$218,708

Required County Levy/Maintenance of Effort (MOE) Percentage: 4.56%

This Consortium Contract (“Contract”) is entered into pursuant to the authority granted by Wis. Stat. § 66.0301, *et seq.*, by and among Adams, Columbia, Dane, Dodge, Juneau, Richland, Sauk, and Sheboygan, (collectively “Counties”), all of whom are counties and political subdivisions of the State of Wisconsin organized and existing pursuant to the Wisconsin Constitution and Wis. Stat. Chap. 59 for purposes of forming a consortium that shall be known as Capital I.M. Consortium related to the delivery of Income Maintenance Administration services (“Consortium”).

RECITALS

It is the intent of this Contract to establish, among other things, an allocation of responsibility by and among the Counties for the following: (1) financial management of the Consortium; (2) financial accountability for the Consortium among and between the Counties; (3) individual county responsibilities related to the provision of services to the Consortium; (4) methods for service level accountability among the Counties in relation to the Consortium; and (5) overall responsibility for the contract that will be entered into by and between the Consortium and the Wisconsin Department of Health Services, (“DHS”). This Contract is intended to be a reflection of all agreements between the counties as well as a specific contract between Dane County and Sauk County.

I. CONTRACT PERIOD AND ADMINISTRATORS

A. CONTRACT PERIOD

This Contract shall be effective for the period from January 1, 2022, through December 31, 2022. The parties intend to maintain a multi-year contractual relationship going forward similar to the terms of this contract and will evaluate and improve upon processes described herein.

B. CONTRACT ADMINISTRATORS

The following individuals are hereby designated as the official contract administrator for the party identified. These individuals shall be authorized to make decisions binding each party hereto and, as well, accept service of any official notice required under this Contract or any amendment, addendum or exhibit thereto.

County	Contract Administrator	Contact Information	Phone
Dane	Shawn Tessmann, Director	Tessmann.Shawn@countyofdane.com	(608)242-7463
Adams	Kelly Oleson, Director	koleson@co.adams.wi.us	(608)339-4323
Columbia	Heather Gove, Director	Heather.Gove@co.columbia.wi.us	(608)742-9215
Dodge	Rebecca Bell, Director	rbell@co.dodge.wi.us	(920)386-3534
Juneau	Dawn Buchholz, Director	dbuchholz@co.juneau.wi.us	(608)847-9472
Richland	Tracy Thorsen, Director	tracy.thorsen@co.richland.wi.us	(608)647-8821
Sauk	Jessica Mijal, Director	Jessica.mijal@saukcountywi.gov	(608)355-4211
Sheboygan	Matthew Strittmater, Director	Matthew.strittmater@sheboygancounty.com	(920)459-3213

Any party hereto may replace a contract administrator upon written notice to all other parties to this Contract.

The Lead County Agency employee responsible for day-to-day administration of this contract will be:

Nikia Morton, whose business address is:
1819 ABERG AVENUE, SUITE D, MADISON, WI 53704; (608) 288-7142; Morton.Nikia@countyofdane.com.

In the event that this Lead County Agency employee is unable to administer this contract, the Lead County Agency will contact the Service County Agency and designate a replacement employee.

1. The Service County Agency employee responsible for day-to-day administration of this contract will be:

CHERI BRICKL whose business address, phone number, and e-mail are **SAUK COUNTY HUMAN SERVICES, 505 BROADWAY ST #480, BARABOO, WI 53913; (608) 355-4200; cbrickl@co.sauk.wi.us**.

In the event that this Service County Agency employee is unable to administer this contract, the Service County Agency will contact the Lead County Agency and designate another Service County Agency employee to do so.

C. **INCOME MAINTENANCE CONTRACT**

The Income Maintenance Contract between the Wisconsin Department of Health Services and Dane County on behalf of the Consortium (“DHS Contract”) for year 2022 is incorporated by reference herein. This Contract shall be interpreted consistent with the DHS Contract and any amendment or modification to the DHS Contract shall be automatically incorporated as an amendment or modification of this Contract.

D. **CONDITION PRECEDENT TO CONTRACT**

In addition to the conditions set forth in Section XIV below, this Contract is expressly conditioned upon the Lead County Agency, as defined below, agreeing to the terms and conditions set forth in the DHS Contract. This condition precedent shall apply to any and all renewed terms of this Contract. The Counties hereby understand and agree that the Lead County Agency is hereby delegated the responsibility for executing the DHS Contract on the Consortium’s behalf and no other County shall be authorized to enter into the DHS Contract on the Consortium’s behalf. If the Lead County Agency does not approve the DHS Contract it shall endeavor to provide notice to all Counties as soon as practicable.

II. DESIGNATION OF LEAD COUNTY AGENCY

A. **APPOINTMENT OF LEAD COUNTY AGENCY**

The Counties hereby designate Dane County as the Lead County Agency for purposes of this Contract. The Lead County Agency shall be responsible for all duties of the Lead County Agency as set forth herein. In addition, the Lead County Agency shall be responsible for ensuring the Consortium’s compliance with the DHS Contract subject to the rights and responsibilities of each of the Counties as provided herein. A county other than the Lead County shall be referred for the purposes of designation in this Contract as a Service County Agency.

B. **RESIGNATION OR REMOVAL AS LEAD COUNTY AGENCY**

1. **Resignation.** The Lead County Agency may resign as lead county agency for any renewed term of this Contract by providing the other Counties written notice of its intent to resign on or before September 1 of the year prior to the year in which the resignation is to take effect. The resignation shall be effective on December 31 of the year in which the written notice is provided.
2. **Removal.** The Lead County Agency may be removed as Lead County

Agency by the other Counties by 2/3 vote of the Consortium Advisory Committee provided that such removal vote must take place on or before September 1 of the year prior to the removal taking effect. The Lead County Agency shall be provided with at least ten (10) days' notice, in writing, of the meeting at which the removal vote will be taken. A removal shall be effective on December 31 of the year in which the removal is ordered.

3. Upon resignation or removal of the Lead County Agency, a new Lead County Agency shall be appointed by 2/3 vote of the Consortium Advisory Committee provided the county appointed as Lead County Agency accepts such appointment.

C. DUTIES OF LEAD COUNTY AGENCY

The Lead County Agency shall have the following duties and responsibilities:

1. Act as fiscal agent for purposes of this Contract, which duties shall include, without limitation: (a) provide an accounting of all funds provided to the Consortium by the State or Federal government subject to this Contract consistent with the reporting and audit standards set forth in the DHS Contract; and (b) assume responsibility for billing and collection of any and all funds associated with this Contract and any addendum, appendix or sub-contract related thereto.
2. Act as the principle contact with DHS on behalf of all Counties for purposes of the DHS Contract. The Lead County Agency is the only County authorized to act on the Consortium's behalf with respect to the DHS Contract or dealings between the Consortium and DHS.
3. Except as provided in Schedule A, maintain responsibility for the provision of legal counsel services on the Consortium's behalf. The Lead County Agency may delegate responsibility for provision of legal counsel services, or contract out for same, at the Lead County Agency's discretion on a case-by-case basis.
4. Maintain responsibility for all administrative activities associated with the DHS Contract that are not otherwise specifically vested with another county.
5. Maintain responsibility for the fulfillment of all contractual obligations of the Consortium as set forth in the DHS Contract.

D. DUTIES OF COUNTIES OTHER THAN LEAD COUNTY AGENCY

The Counties understand and agree that the rights, duties and obligations set forth in this Contract and any addenda are intended to be binding and enforceable by, between and among the Counties. The Counties understand and agree that this Contract may be enforced by any County or collection of Counties.

In addition to any duties and responsibilities set forth in an addendum to this Contract, each Service County Agency shall be responsible for the following:

1. Services found in Schedule A, attached.
2. Financial found in Schedule B, attached.

III. CONSORTIUM ADVISORY COMMITTEE

There is hereby created a Consortium Advisory Committee made up of one (1) Department Director or designee from each County. The Consortium Advisory Committee shall meet on an as needed basis to discuss this Contract and addendum, each County's responsibilities under this Contract and any other matters or issues related to this Contract or the DHS Contract. The Consortium Advisory Committee shall make recommendations, but shall have no power to modify the terms and conditions of this Contract, or any addendum, nor shall the Consortium Advisory Committee have any authority to bind a County to any decision or recommendation with the exception of II.B.2 and XI. G.

IV. FINANCIAL AND SERVICE OBLIGATIONS

The Counties recognize that the Consortium's success depends upon the financial and service contributions of each County. The Consortium's activities are funded through a mix of federal, state and county funds. Each County is required to commit to the Consortium not less than the amount the county expended for the administration of income maintenance programs in calendar year 2011 (\$158,372) or 2013 (\$218,708) (whichever is greater). The Counties understand and agree that their funding responsibilities under this provision of this Contract will be fulfilled through commitment of funds to the Lead County Agency, the provision of services under an addendum to this Contract or a combination thereof. Funding from the state or federal agencies in relation to the services provided under this Contract and the DHS Contract that are not attributable to a specific county and to which the indemnification obligations in this Contract, including any addendum or schedule, the Counties agree that they shall share in the funding pro-rata based upon caseload and with consideration of required county levy/maintenance of effort ("MOE") levels.

The Counties also recognize that the Consortium's fiscal viability depends on the joint efforts of the Counties and sharing of staff resources. Each County will be responsible for accessing other available IM staff resources within the Consortium to meet State imposed deadlines and performance standards prior to approving overtime for staff within a particular County. Every effort should be made to share staff (including bilingual staff, trainers, and supervisors) when feasible and appropriate.

Additional financial terms associated with a County's participation in the Consortium, together with the service obligations, are set forth in detail in each county-specific addendum or schedule to this Contract. The Counties understand and agree that the financial terms, service obligations and all other terms and conditions of any and all addenda and schedules are enforceable by the Lead County Agency and any other County, acting independently or in cooperation with one another.

V. FISCAL AND CONTRACT ADMINISTRATION

The Lead County Agency is responsible for the administration of this Contract and the accounting of all funds associated with this Contract. The Lead County Agency shall comply with any and all financial reporting requirements set forth in the DHS Contract provided, however, that each County is responsible for its own audit in compliance with the DHS

Contract. The Counties understand and agree that the DHS Contract contains responsibilities related to audit of the Consortium's and Counties' funds and services provided under this Contract and the DHS Contract. The Counties agree to cooperate with one another and the Lead County Agency in coordinating any and all audit and accounting services associated with this Contract, the DHS Contract and as may otherwise be required by law.

VI. ADDENDA AND SCHEDULES

The Counties may enter into supplemental agreements related to each County's responsibilities in relation to the provision of services to the Consortium and fulfillment of the obligations set forth in the DHS Contract, all of which shall become addenda to this Contract. Each addendum or schedule shall be appended to this Contract and become a material part of this Contract. The addenda and schedules are enforceable by and between the Counties. The Lead County Agency is hereby authorized to execute any and all addenda and schedules contemplated herein on behalf of the Counties and Consortium. All of the Consortium's performance standards, terms, conditions and obligations set forth in the DHS Contract are hereby incorporated into the terms of any and all addenda and schedules and shall be enforceable by the Lead County Agency and any other County. A copy of the Contract, including all Addenda and Schedules, shall be provided to each County as soon as possible during the term of this Contract, and any renewal term.

VII. INDEMNITY

- A. Each County shall indemnify the other Counties, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which a County, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the provision of the indemnifying County's services under this Contract, including any Addendum or Schedule, or a breach of the indemnifying County's obligations under this Contract, including any Addendum or Schedule.
- B. The Lead County Agency shall indemnify the other Counties, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which a County or Counties, its officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of the Lead County Agency's provision of services under this Contract or a breach of the Lead County Agency's obligations under this Contract including any Addendum or Schedule.
- C. Without limiting the foregoing grant of broad indemnity, the obligation to indemnify shall include instances where the Consortium or Lead County Agency is assessed penalties, liquidated damages, a decrease or elimination in funding or otherwise suffers financial harm under the DHS Contract as a result of the action or inaction of a County.

VIII. INSURANCE

- A. Each Service County Agency agrees that it will indemnify Lead County Agency, the Counties, the Consortium, their officers, employees, agents, and volunteers against any and all loss, damages, and costs or expenses, including attorney fees, which Lead

County Agency, the Counties, the Consortium, their officers, employees, agents, and volunteers may sustain, incur, or be required to pay by reason of: (1) any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Service County Agency under this agreement; and (2) any penalties, liquidated damages, a decrease or elimination in funding or other financial harm to Lead County Agency or the Consortium resulting from the Service County Agency's performance under this Contract and Addendum. The provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by the Lead County Agency.

- B. The Counties agree that, in order to protect the Lead County Agency, the Counties, and the Consortium under the indemnity provision set forth in the above paragraph, the Counties will at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance of a minimum of:

\$500,000	Professional Liability
\$500,000	General Liability
\$1,000,000	Umbrella Policy

Service County Agencies that transport clients shall at all times during the terms of this contract keep in force an automobile insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance with a minimum of:

\$250,000 per person; \$500,000 per accident	Bodily Injury
\$50,000 per accident	Property Damage or
\$500,000 Combined Single Limit	

Upon execution of this Contract, the Counties will furnish Lead County Agency with a certificate from the insurer of the existence of such insurance. In the event of any action, suit, or proceedings against Lead County Agency, a County or the Consortium upon any matter herein indemnified against, Lead County Agency shall cause notice in writing thereof to be given to the Service County Agency by certified mail, addressed to its post office address.

- C. Service County Agency agrees to provide the Lead County Agency with written verification of the existence of Worker's Compensation Insurance.

IX. CIVIL RIGHTS COMPLIANCE/ASSURANCES

The Counties shall comply with all state and federal requirements related to civil rights compliance, also including without limitation affirmative action compliance and Americans with Disabilities Act compliance.

X. DISPUTE RESOLUTION

In the event that any party or parties to this Contract claims that another party to this Contract has not performed its obligations under the Contract, including any Addendum, the party or parties claiming nonperformance shall deliver written notice of the nonperformance, which shall include a description of the basis for nonperformance, to the other party. The party receiving the notice shall have a period of fifteen (15) days in which to correct any deficiency in performance.

If the party claiming nonperformance is the Lead County Agency, the Lead County Agency shall have the right, if the nonperformance is not cured as provided herein, to: (a) declare the nonperforming party in breach and terminate this Contract as it relates to the nonperforming party; or (b) take such other action, including the imposition of a Corrective Action Plan as described in the following Schedule A, that the Lead County Agency in its sole discretion deems advisable. The nonperforming party is responsible for any and all obligations set forth in this Contract. The Lead County Agency's remedies are not exclusive and the election of one remedy shall not preclude the imposition of another remedy(ies).

In instances where the party claiming nonperformance is not the Lead County Agency, if the party receiving the notice does not correct any such deficiency within the time provided, the dispute shall be submitted to the Consortium Advisory Committee, which shall attempt to resolve the dispute. If the dispute is not resolved by the Consortium Advisory Committee, the parties may pursue any and all legal or equitable remedies provided by law.

XI. CONTRACT REVISIONS AND/OR TERMINATIONS

- A. This Contract and any Addendum shall be construed consistent with the laws of the State of Wisconsin.
- B. This Contract and its provisions cannot be amended, modified, supplemented or waived in any way except in writing signed by all Counties. A term of this Contract or any Schedule or Addendum affecting only an individual Service County Agency may be amended, modified, supplemented or waived by written Addendum between the Lead County Agency, on behalf of the Consortium, and the affected Service County Agency.
- C. In the event of a conflict between the terms set forth in this Contract and the terms of an Addendum, the terms of this Contract shall prevail. In all other instances, this Contract shall be construed consistent with the terms set forth in the DHS Contract.
- D. Any County may terminate its participation in the Consortium and not renew the general terms of this Contract and any schedule or addendum by providing the Lead County Agency with written notice of its desire to terminate on or before June 1 of the year in which the County desires to terminate. Any termination shall

be effective December 31 of the year in which the notice of termination is provided as set forth herein. A County's termination shall not affect the duties and obligations of the Counties that do not terminate. Provisions of this Contract intended as continuing obligations shall survive notice of termination or termination.

- E. A County's withdrawal, removal or termination under this Contract prior to the expiration of the current term shall not modify or eliminate a County's obligation to contribute funds related to the Consortium's operations at the levels required under Section IV of this Contract. For purposes of this section, each County's funding obligations under Section IV of this Contract shall be computed on a monthly basis and pro-rated for any partial month remaining.
- F. A County may be removed from the Consortium in the following circumstances:
 - 1. The Consortium Advisory Committee may recommend removal upon 2/3 vote following a written request for removal from the Lead County Agency or any other County. The County sought to be removed shall be provided with 10 days advance notice of the Consortium Advisory Committee meeting at which removal will be discussed. If removal is ordered, the Consortium Advisory Committee shall set an effective date for the removal; or
 - 2. The Lead County Agency shall have the right to remove a County following receipt of a written recommendation of removal from the Consortium Advisory Committee. The Lead County Agency shall set the effective date for the removal.

A County's removal shall not affect the County's financial obligations under this Contract, including any Addendum, nor shall the removal affect the duties and obligations, financial or otherwise, of the Counties that are not removed. The provisions of this Contract, including any Addendum, intended as continuing obligations under this Contract, and any Addendum, shall survive notice of removal and removal.

- G. On or before August 15 of the year in which dissolution is requested, any County may send written notice to the Lead County Agency requesting dissolution of the Consortium. Within 10 days of receiving the request for dissolution, the Lead County Agency shall contact the other Counties and request approval for dissolution. If 2/3 of the Counties approve of dissolution, the dissolution will be effective as of December 31 of that year. If dissolution is approved, the Lead County Agency shall be responsible for all administrative tasks associated with winding up the Consortium's affairs. All of the Counties shall be bound by the terms and conditions of this Contract until such time as the Consortium's affairs are wound up.

XII. RECORDS

The Counties shall maintain such records and financial statements as required by state and federal laws, rules, and regulations and as otherwise may be required by the Lead County Agency.

A. OPEN RECORDS REQUESTS

The parties agree to assist each other as necessary in fulfilling or answering any open records request not protected by a law requiring confidentiality that falls within the administration of this Contract.

B. RECORDS RETENTION

The parties shall retain all records required to be kept in the administration of this Contract 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.

XIII. ADDITIONAL RESPONSIBILITIES

The Counties agree to mutually cooperate in the fulfillment of this Contract and the DHS Contract. The Counties agree to meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this Contract and any Addendum. The Counties shall:

- A. Cooperate with each other in establishing reasonable procedures for the administration of this Contract.
- B. Collect, maintain and contribute required reporting data.
- C. Train its employees to be competent in delivering services under this Contract under the direction of the Lead County Agency and DHS.
- D. Secure all necessary personnel to carry out the obligations of this Contract and the DHS Contract. These FTE staffing level decisions will be made as a Consortium and all reasonable efforts will be made to keep the agreed upon staffing level constant, meaning that vacant positions get filled as soon as possible.
- E. Assist with developing quality assurance systems.
- F. Assist with assuring that the DHS Contract guidelines are being met.
- G. Immediately inform all other affected counties in writing in the event that it is unable to meet any required deadline, including deadlines for filing reports.

XIV. DEBARMENT AND SUSPENSION

Each County certifies through signing this Contract that neither the County nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the County shall notify the Lead County Agency within five business days in writing if the County or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Lead County Agency may consider suspension or debarment to be a breach of this Contract.

XV. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. This Contract is contingent upon authorization of Wisconsin and United States laws. Any material amendment or repeal of the same affecting relevant funding or authority of the Department of Health Services in relation to the DHS Contract shall serve to terminate this Contract, except as further agreed to by the parties hereto.
- B. The venue for any suit brought in this Contract shall be in Dane County.
- C. Nothing contained in this Contract and Addendum shall be construed to supersede the lawful powers or duties of any party.
- D. Except for those matters incorporated herein by reference, it is understood and agreed that the entire agreement between the parties, including all Schedules and Addenda, is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- E. Nothing in this Contract shall create a partnership or joint venture between the Counties or between any Service County Agency and the Lead County Agency. An employee of a County shall not be considered an employee, agent or volunteer of the Lead County Agency or any other County.
- F. No acceptance or making of any payment or provision of any services under this Contract shall be construed as a waiver by that party of any breach or default under this Contract, nor shall it in any way impair any right of any remedy as a result of such breach or default.
- G. This Contract is intended to be an agreement 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 or subcontractors of any party.
- H. The invalidity or unenforceability of any particular provision of this Contract shall not affect the other provisions herein and to the extent that a coherent contract remains, this Contract shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- I. Time is of the essence with respect to mutual cooperation and compliance with the terms of this Contract.

XVI. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Each County agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services the County provides or purchases with funds provided under this Contract. Each county also agrees to comply with a local or a consortia-wide breach reporting procedures.

XVII. SIGNATURES

This Contract is agreed upon and approved by the authorized representatives of the Counties as indicated below. Each signatory represents that he or she has authority by his or her respective county board to enter into this Contract. This Contract may be executed by the parties in multiple parts all of which shall constitute one agreement.

Shawn Tessmann, Director	Date
Dane County Dept. of Human Services	

Jessica Mijal, Director	Date
Sauk County Human Services	

SCHEDULE A

SERVICES

This Schedule shall be construed consistent with the terms set forth in the Contract and DHS Contract. In the event of a conflict between the terms set forth in this Schedule and the terms of the Contract, the terms of the Contract shall prevail.

In addition to any duties and responsibilities set forth in an addendum to this Contract, each Service County Agency shall be responsible for the following:

A. SERVICES

1. Contributing to the Capital Consortium's commitment to fulfill the goals and objectives of the Income Maintenance Program by complying with the operational and administrative requirements specified by program guidelines, federal laws and regulations, Wisconsin Statutes, and applicable DHS rules as laid out in the Income Maintenance Manual, FoodShare Manual, BadgerCare Plus Manual, Medicaid Manual, Call Center Anywhere Manual, Administrator's Memos, and Operations Memos.
2. Dedicating the minimum number of FTE Economic Support staff to work on the call/change center. County agrees to provide staff time to the call center as follows: Up to 70% for an ESS assigned to a BC+/FS caseload and 50% for an ESS assigned to an EBD/LTC caseload. This FTE contribution may change according to caseload and staff distribution across the Consortium. Recommendations for changes to call center staffing will be developed in the Capital Consortium Supervisors' meeting and will be presented to the Capital Directors for approval. Dane County reserves the right to request additional assistance when call volume exceeds the capacity of staff assigned to the call center or in anticipation of increased volumes in order to avoid non-compliance with the performance measures in our contract with the State.
3. Minimum Staffing Levels. County agrees to meet the minimum staffing levels agreed upon by the consortium to ensure adequate coverage during the holidays and on a daily basis unless the agency is experiencing extenuating circumstances such as staff vacancies, absences of staff on family medical leaves, etc.
4. County agrees to provide ongoing case management and call center assistance at the agreed upon levels on a consortium-wide basis regardless of the county of residence of a case in order to contribute to the success of our caseload leveling efforts across the consortium. Childcare cases are an exception to this rule due to existing policy and procedural constraints.
5. County agrees to closely align the work assignments of their staff that are in similar classifications across the Consortium including:
 - a. Significantly reduced caseload for a Lead position (50 or less is recommended);
 - b. Supervisors holding no caseloads.

6. County agrees to be responsible for using the Consortia “employee scorecard” to measure staff productivity.
7. County agrees to monitor the call center activity of their staff throughout the day to ensure coverage of assigned activities and appropriate use of status codes.
8. Primary Responsibility on Behalf of the Consortium. County agrees to be responsible for N/A.
9. Each County Agency will be responsible for its own benefit recovery unless otherwise specified in the Fraud Preventions and Investigation Plan.
10. Fair Hearings. Each Service County Agency will provide the required notices to appellants seeking fair hearings. Each Service County Agency will handle its own fair hearings in a timely fashion. Unless otherwise specified in Addendum Section III Fraud Prevention and Investigation (attached). If legal counsel is needed at a fair hearing, each Service County Agency will obtain assistance from the Service County’s Office of the Corporation Counsel.
11. Fraud Prevention and Identification. Each County Agency will be responsible for identifying fraud referrals and for fulfilling the terms of this Contract and the DHS Contract as specified in the Fraud Prevention and Investigation Plan. Sauk County agrees to join together in the Capital Fraud Consortium for the purpose of administering the Fraud Prevention Investigation Program (FPIP) as described in DHS Administrator’s Memos and the related Cooperative Agreement. Furthermore, Sauk County delegates the authority for conducting fraud investigations and resulting overpayments to Dane County as specified in the FPIP. County will follow protocol as outlined in Consortium Fraud Policy and Procedure.
12. Problem Resolution. Each County Agency will resolve complaints it receives related to its caseload.
13. Quality Control and Follow Up on Second Party Review Findings. Each Service County Agency will be responsible for ensuring that there is prompt follow up of a Quality Review Finding and implementing necessary actions to correct errors. Providing walk-in services on a schedule and in a quantity sufficient to meet the needs of the customers in the County and as articulated in DHS guidance regarding lobby service expectations.

LEAD AND SERVICE COUNTY AGENCIES' ROLES AND RESPONSIBILITIES FOR THE CAPITAL I.M. CONSORTIUM

FUNCTION	CONSORTIUM COORDINATOR	COUNTY LEAD	RESPONSIBILITIES
Telecommunications	Duane Pierson (Dane Co. Telecom)	Adams – Rich Huck Columbia – Gretchen Halvorsen Dane – Phoua Her Dodge – Karen Pursley Juneau – Mike Hunkins Richland – Jason Marshall Sauk – David Grant Sheboygan-Deb Enockson	<ul style="list-style-type: none"> • Create and populate master database for phones (includes other facilities management items). • Phone set-ups, such as phone line orders, adds, moves and disconnects. • Distribute telecom equipment.
Desktop Support Services	Dawn Enger (Dane County Help Desk)	Adams – Rich Huck Columbia – Carol Sjoblom Dane – Tony Sis Dodge – Ruth Otto Juneau – Diana Wood Richland – Jason Marshall Sauk – Cheri Brickl Sheboygan-Deb Enockson	<ul style="list-style-type: none"> • Create agent IDs • CCA upgrade testing <ul style="list-style-type: none"> - Log-in/Password issues - network or System issues - Equipment settings or other PC troubles
Security Access	Each county does their own processing of security access requests.	Adams – Cynthia Flynn Columbia -- Carol Sjoblom Dane –Julie Tierman Dodge – Amy Beranek Juneau – Diana Wood Richland – Barb Scott Sauk – Cheri Brickl Sheboygan-Kris Schmidt	<ul style="list-style-type: none"> • Request new user Logons • Make changes or request changes be made for staff with existing Logons (i.e. name change, phone number or location). • Request deletion of the logon/user ID when staff no longer work for an agency in the consortium • Review security forms for completeness and send on to DHS Security
Fair Hearings	Cynthia Flynn (Adams Co.) Amy Beranek (Dodge Co.)	Columbia – Carol Sjoblom Dane- EAWS Administrative Manager Juneau – Diana Wood Richland – Briana Turk Sauk – Cheri Brickl Dodge – Amy Beranek Sheboygan-Kris Schmidt	<ul style="list-style-type: none"> • Receive communications from DHA that a fair hearing has been requested • Track and communicate with Consortium agencies regarding FH requests, responses, hearing decisions. • Track to ensure hearing decisions are implemented timely to avoid “Moua” fines.
Transfer Coordinator	Julie Tierman (Dane Co.)	Adams – Cynthia Flynn Columbia – Janet Neuman Dodge – Cindy Abel Juneau – Diana Wood Richland – Briana Turk Sauk – Rebecca Benson Sheboygan-Kris Schmidt	<ul style="list-style-type: none"> • Receive alerts that a case has been transferred to the county/consortium • Briefly query case to determine to whom it should be transferred. • Transfer case to ongoing worker
Inbox Coordinator	Brenda Nickel (Dane Co.)	Adams – Cynthia Flynn Columbia – Janet Neuman	<ul style="list-style-type: none"> • Monitor inbox for assignments

	Michele Chiuchiolo (Dane Co.)	Dodge –Kristen Ganster Juneau – Diana Wood Richland – Briana Turk Sauk – Rebecca Benson Sheboygan-Becky Burdick	<ul style="list-style-type: none"> Briefly query case to check for companion cases Assign the application/RFA to an appropriate ongoing worker for processing (owner of companion case or round robin)
Fraud	Adam Chorlton (Dane Co.)	Adams – Cynthia Flynn Columbia - Carol Sjoblom Dodge – Sheila Drays Juneau – Diana Wood Richland – Briana Turk Sauk – Cheri Brickl Sheboygan-Bonnie Widder	<ul style="list-style-type: none"> Monitor referrals, FITS/BV screens Monitor incentive pass through
Contracts/ Administration	Nikia Morton (Dane Co.)	Adams – Wendy Pierce Columbia – Cathy Karls Dodge – Ken Kamps Juneau – Lori Chipman Richland – Briana Turk Sauk – Stephanie Box Sheboygan-Tim Gessler	<ul style="list-style-type: none"> Ensure all contracts are established, distributed and signed. Ensure all accounting is completed and submitted properly
Performance Standards	Nikia Morton (Dane Co.)	Adams – Cynthia Flynn Columbia – Carol Sjoblom Dane – Antonio Esterrich Juneau – Diana Wood Richland – Briana Turk Sauk – Cheri Brickl Dodge – Amy Beranek Sheboygan-Becky Burdick	<ul style="list-style-type: none"> Compile information received from Supervisors responsible for monitoring certain reports Monitor reports Communicate to other consortia members how we are doing compared to the requirements
Training	Adam Chorlton (Dane Co.) Michele Chiuchiolo (Dane Co.)	Adams – Cynthia Flynn Columbia – Carol Sjoblom Dodge – Sheila Drays Juneau – Diana Wood Richland – Briana Turk Sauk – Cheri Brickl Sheboygan-Tim Gessler	<ul style="list-style-type: none"> Compile training requests/needs for Consortium Attend IM Training Advisory Group Each supervisor will be responsible to ensure all staff has met training requirements then report back to the coordinator.
Workload Manager	Joanne Jaehnke (Dane Co.) Adam Chorlton (Dane Co.)	Adams – Cynthia Flynn Columbia – Carol Sjoblom Dodge – Amy Beranek Juneau – Diana Wood Richland – Briana Turk Sauk – Cheri Brickl Sheboygan-Tim Gessler	<ul style="list-style-type: none"> Determine daily priorities for work to be done across the consortia on a daily basis to meet federal and state standards Communicate assignments and collect data on staff productivity
CCA Administrator	Phoua Her (Dane Co.) Roxana Vega (Dane Co.) Kristine Schmidt (Sheboygan Co.)	Adams – Cynthia Flynn Columbia – Carol Sjoblom Dodge – Amy Beranek Juneau – Diana Wood Richland – Briana Turk Sauk – Cheri Brickl Sheboygan-Tim Gessler	<ul style="list-style-type: none"> Develop and maintain consortia wide schedule for staff time needed on the call center Monitor call volume and respond as needed to maintain adequate customer service

All services provided shall conform to the requirements of the contract with DHS.

B. FACILITIES

Service County Agencies shall provide the following facilities and equipment for use in the fulfillment of Service County's responsibilities hereunder:

1. At minimum, one site in the county for onsite IM services listed above.
2. Computer(s) for customers to log into ACCESS.wi.gov and healthcare.gov and perform account recovery steps for these sites.
3. Telephone(s) for customer use.
4. FAX/scanner/copier for customer use.
5. Telephone, computer system, internet access with sufficient bandwidth and IT support needed to effectively use Call Center Anywhere, CARES/CARES Worker Web, the Electronic Case File, and any other State system used in the administration of the IM programs.
6. Dual computer monitors for all workers responsible for IM cases (including call center staff) to maximize their case processing capacity.

All facilities provided shall conform to the requirements of the Contract and DHS Contract.

C. SERVICE STANDARDS, PERFORMANCE STANDARDS AND REPORTING

1. SERVICE AND PERFORMANCE STANDARDS

The Counties shall perform services hereunder in accordance with the standards set forth in the DHS Contract and applicable rules, regulations, statutes and law. The Counties shall not modify state designed and required forms or publications. The Counties may not substitute their own application or other forms, unless approved by the Lead County Agency, which approval shall be in the Lead County Agency's sole and absolute discretion. The Counties shall participate in all reporting, customer feedback, compliance monitoring or other programs consistent with the DHS Contract. Lead County Agency retains sole authority to determine whether each Service County Agency's performance under the Contract is adequate in accordance with the DHS Contract.

2. REPORTING

The Counties shall comply with the reporting requirements of the Contract, the DHS Contract, Lead County Agency and the Departments of Health Services, Children and Families, Workforce Development, and Corrections, as well as those required by federal and state law.

3. COMPLIANCE MONITORING

- a. Lead County Agency may conduct on-site visits of the Service County Agency as Lead County Agency deems necessary to determine the Service County Agency's compliance with the terms and conditions of this Contract. Upon request by the Lead County Agency or its designee, the Service County Agency shall make available to the Lead County Agency all books, records and documentation necessary to adequately assess Service County Agency's compliance with the Contract and the DHS Contract or to otherwise assess Service County Agency's performance. Per the terms of the Uniform Grant Guidance, the Service County Agency is categorized as a sub-recipient of the Lead County Agency requiring cooperation with the Lead County Agency in review of financial and program monitoring efforts.

- b. The Service County Agency shall cooperate with the Lead County Agency in implementing the Lead County Agency's program for assessing compliance with the DHS Contract and the Contract. The Lead County Agency reserves the right to require the Service County Agency to submit a Corrective Action Plan as set forth in Sec. D to address concerns identified in any review.
4. **AUDIT**

Each Service County Agency understands and agrees that it is required to comply with the audit requirement(s) set forth in the DHS Contract. In addition to providing for its own audit as provided therein, the Service County Agency shall assist Lead County Agency in fulfilling the audit obligations set forth in the DHS Contract. As a defined sub-recipient of the Lead County Agency, the Service County shall provide an electronic or paper copy of any annual or ad hoc audits related to the services provided under this contract with the Lead Agency within 30 days of the completed audit. Service County Agency shall be responsible for all audit disallowances or adjustments. In addition, any costs incurred by the Lead County Agency, a County or the Consortium as a result of the Service County Agency's audit shall be paid by Service County Agency and are otherwise subject to the indemnification provision set forth in the Contract.

D. CORRECTIVE ACTION PLAN

Corrective Action is defined as an action by the Service County Agency that the Lead County Agency deems necessary to remedy non-compliance with the Contract.

1. Requirement to Submit. Within seven (7) business days of receipt of notice of failure to perform any material provision of this Contract, including meeting material performance standards, the Service County Agency shall submit to the Lead County Agency, for approval, a Corrective Action Plan to address the deficiency. The Corrective Action Plan must be submitted to the Contract Administrator.
2. Failure to Submit or Implement. Failure by the Service County Agency to submit an approvable Corrective Action Plan or failure by the Service County Agency to implement a Corrective Action Plan within seven (7) business days of approval of the Corrective Action Plan will constitute uncorrected non-performance and result in a payment adjustment to reflect the decrease in funding to the Consortium attributable to that County's failure as set forth herein. A Corrective Action Plan is considered approvable if it is determined by the Lead County Agency that the plan was submitted timely and meets all the requirements identified by the Lead County Agency.

E. PROCUREMENT AND SUBCONTRACTING

The Counties shall conduct all procurement transactions in a manner consistent with the DHS Contract and state and federal law. The Counties may not subcontract for some or all of the services covered by this Contract and Addendum without the prior written consent of Lead County Agency. All subcontracts must adhere to Wis. Stats., s. 46.036 and the Department's policies and procedures. In addition, all subcontracting arrangements must be approved by DHS as described in the Administrator's Memo Series. Service County Agency shall maintain responsibility for any services subcontracted.

F. ELIGIBILITY STANDARDS FOR RECIPIENTS OF SERVICES

The Counties and Lead County Agency understand and agree that the eligibility of

individuals to receive the services under this contract from the Counties will be determined by DHS in accordance with the DHS Contract. An individual may be entitled to the right of an administrative hearing concerning eligibility. The Counties will cooperate with the Lead County Agency in providing notice to the individuals.

SCHEDULE B – FISCAL

I. Payment, Reconciliation, Audit and Recoupment.

- A. All Payments provided herein shall be subject to reconciliation, audit and potential recoupment based upon actual services provided. Any disallowance or recoupment established by DHS and attributable to Service County Agency's services shall be the Service County's responsibility. Lead County Agency reserves the right to adjust payments to Service County Agency to account for any disallowance or recoupment, which reservation is cumulative of all other rights provided Lead County Agency. Overpayments by Lead County Agency to a Service County Agency shall be repaid to the Lead County Agency within to (10) days of notification.
- B. The Service County understands and agrees that the obligations of the Lead County Agency under this section are limited by and contingent upon the terms and conditions contained within the DHS Contract. The Service County Agency agrees to be bound by the terms and conditions of the Contract and the DHS Contract. In all cases, this Addendum shall be interpreted consistent with the Contract and DHS Contract and shall be automatically amended to maintain such consistency in the event of an amendment to the Contract or DHS contract.

II. Method of Payment. The method of payment shall be the following:

Monthly Expense Reimbursement: Expenses incurred shall be reimbursed on a monthly basis. Request for payment will be made on Dane County's Payment Voucher (Form 014-64-05) using estimated calculated reimbursements obtained from the Lead County Agency. Payment vouchers shall be submitted to Susan Oestreich, Budget Analyst, Dane County Department of Human Services, 1202 Northport Drive, Madison, WI 53704 by the 30th of the month subsequent to the reporting period. Payment will be made by the 20th of the month in which the State makes payment to the Consortium.

III. Expense Reports.

Service County Agency shall submit an expense report or an accrual report for the prior month, on the form (Consortia F-80600) provided by Lead County Agency, which will mirror the State reporting requirements. The report shall be submitted on a monthly basis to Susan Oestreich, Budget Analyst, Dane County Human Services, 1202 Northport Drive, Madison, WI 53704 by the 10th of the month subsequent to the reporting period, with the final 2022 expense report due February 13, 2023. Email and/or fax are also acceptable: FAX 608-242-6293, EMAIL oestreich@countyofdane.com.

IV. Final Settlement

Final settlement will be based on the Consortium's overall levy/MOE levels and each County's levy/MOE requirement. If each County meets or exceeds its MOE requirement, no adjustments will be made to the funding allocations.

In the event of Consortium underspending in county levy, funding allocations will be adjusted proportionately based on MOE percentages once all partners are brought to their required MOE levels.

In the event of Consortium overspending in county levy, funding allocations will be adjusted proportionately to partners that exceed their required levy/MOE levels based on MOE percentages once all partners are brought to their required levy/MOE levels.

V. Accounting

The *Wisconsin Allowable Cost Policy Manual* shall determine eligible reimbursable expenses which can be found at www.dhs.wisconsin.gov/business/allow-cost-manual.html. Counties shall adhere to the *State of Wisconsin's Cost Policy Manual*, including revisions and updates.