

No. 24P-102

CBRF PURCHASE OF SERVICES CONTRACT

This contract is made and entered into on the 1st day of January 2024, by and between Sauk County, a Wisconsin Municipal Corporation represented by Sauk County Department of Human Services, referred to as “Agency”, and Brotoloc Health Care Systems, Inc, 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: Russell Girard
Telephone: 608-355-4200
Fax: 608-524-7926
E-Mail: russell.girard@saukcountywi.gov

Contractor:

Organization Name: Brotoloc Health Care Systems, Inc
Address: 133 W Elm Street
Chippewa Falls, WI 54729

Name of Contact Person: Joel Breed
Telephone: 715-720-1551
Fax:
E-mail: jbreed@brotoloc.com

Contractor’s fiscal year end: December 31st

II. CONTRACT INFORMATION

Contract No: 24P-102

Contract Period: January 1, 2024 - December 31, 2024
Maximum Payment
under this contract: \$176,725.50

III. SIGNATURES

- A. This contract shall supersede all previous communications, representations, or Contracts, either verbal or written between the parties hereto.
- B. This contract is agreed upon and approved by the authorized representative of Sauk County Department of Human Services and Brotoloc Health Care Systems.
- C. This contract becomes null and void if the time between the Agency’s authorized representative signature and the Contractor’s authorized representative signature on this contract exceeds sixty (60) days.

For County:

DocuSigned by:
Brent Miller
0A0B3AC690D7404...

6/6/2024

Name: Brent Miller

Date:

Title: Administrator

SAUK COUNTY

For Agency:

DocuSigned by:
Jessica Mijal
ACE4125B9F1E41A...

6/5/2024

Name: Jessica Mijal

Date:

Title: Director

SAUK COUNTY DEPT. OF HUMAN SERVICES

For Contractor:

DocuSigned by:
Joel Breed
079DCACA00C54B1...

7/2/2024

Name: Joel Breed

Date:

Title: President

Name:

Date:

Title:

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 non-payment. 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
New Hope II	Base	\$225.25 per day		1	\$82,441.50
Morning View II	Base	\$325.00 per day		1	\$94,284.00
				Total	\$176,725.50

**Note: Agency will pay Contractor in full for day of admission
Agency will not pay Contractor for day of discharge**

- 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.
- D. The Agency shall determine and authorize the type of services provided and the number of units of services provided for each client. The Agency will not reimburse the Contractor for any unit of service not previously authorized by the Agency.
- E. If the statistical data, reports, and the other required information, are not submitted when due, Agency may withhold all payments that otherwise would be paid the Contractor under this contract until the reports and information are submitted.
- F. In the event that an Agency-supported resident is absent from the Contractor's facility for an institutional stay (hospital, nursing home, mental health institute),

the Agency agrees to pay 100% of the program costs (support and supervision) to reserve space for the resident for up to 14 days.

The Agency will pay this rate for a period not to exceed 14 total consecutive days, unless extended by the Agency in writing. The Agency may terminate this payment at any time if the Agency determines that the resident will no longer need the space. This contract will supersede an admission agreement between the Contractor facility and resident that would require the client to reimburse facility for costs during absence.

V. REPORTING FOR PAYMENT

- A. Each month, the Contractor shall report and invoice the following for payment: units, service type, rate and date of services provided by the 7th day of each month following provision of services. The Contractor shall use codes as provided by the Agency. The Contractor's records shall support all information reported to the Agency. If the Contractor's report is complete and timely, the expected payment will be made in a prompt manner.
- B. Notification of resident deaths shall comply with Wisconsin Statutes and instructional memos and procedures issued by the Department of Health Services. Wisconsin Admin. Code DHS s. 83.12
- C. The Contractor shall return to the Agency any funds paid in excess of the amount earned under this contract. Upon Agency's written demand for repayment, Contractor shall tender the amount of repayment demanded within thirty (30) days unless other repayment terms are agreed upon in writing. If the Contractor fails to return funds paid in excess of the amount earned, the Agency may recover the excess payment from subsequent payments made to the Contractor or through other collection means.

VI. BILLING AND COLLECTION PROCEDURES

- A. 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 Admin. Code DHS 1.01-1.06.
- B. The amounts to be paid by the resident and/or spouse shall be determined by the Agency.
- C. Billing to residents and spouses shall be performed by the Agency or Contractor as determined by the Agency.
- D. If Contractor has billing responsibility under this agreement and has control of the resident's funds, the Contractor shall assure that there is informed consent to apply the resident's funds to pay the bill. Such consent should be obtained from

the resident if competent, the resident's guardian of estate, or person with power of attorney to handle the resident's financial matters. The Contractor shall inform the resident's case manager if in the opinion of the Contractor, the resident is not competent to make financial decisions and does not have a guardian of the estate or a person assigned with durable power of attorney to handle financial matters.

- E. If Contractor has billing responsibility under this agreement, Contractor shall inform resident's case manager whenever a resident or spouse is more than thirty (30) days late in making a required payment.
- F. Agency/Contractor shall assume collection activity for past due payments according to Wis. Administrative Code DHS 1.05 (5) and (13)(c)2 of the Uniform Fee System.
- G. Contractor shall receipt all client or spouse payments made directly to the Contractor for services provided under this agreement whether or not Contractor has billing responsibility.
- H. Moneys collected on behalf of a resident from any source for services under this agreement will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

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 transporting consumers. The Agency 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 should be on file.
 - 2. Insurance Information. If the employees are using their own vehicle, a copy of the insurance must be provided.
 - 3. Documentation of periodic 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 to 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:
 - 1. The Contractor shall allow the Agency's care manager and contracting staff to visit the Contractor's facility or work site at any time for the purpose of ensuring that services are being provided as specified in the individualized plan of care and contract.
 - 2. Upon request by the Agency or its designee, the Contractor shall make available to the Agency all documentation necessary to adequately assess Contractor performance.
 - 3. The Contractor will cooperate with the Agency in its efforts to implement the Agency's quality improvement and quality assurance program.
 - 4. The Contractor shall develop and implement a process for assessing client satisfaction with services provided. The Contractor shall report in a timely manner the results of its client satisfaction assessment effort to the Agency. The Agency reserves the right to review and approve the Contractor's client satisfaction assessment process, and to require the Contractor to submit a corrective action plan to address concerns identified in the review.
 - 5. The Contractor shall notify Agency within one (1) business day of any significant change in the condition of any Agency-supported resident. Significant changes include but are not limited to:
 - a. Institutional admission (hospital, nursing home, mental health institution).
 - b. New illness, condition, or trauma requiring physician or hospital visit, or requiring attention at the CBRF of 41.
 - c. Any emergency visit to hospital or physician
 - d. Loss of ability to perform an activity of daily living
 - e. Allegation of physical, sexual, or mental abuse of any Agency-supported resident
 - f. Death of any Contractor-supported resident

VIII. PUBLIC HEALTH STANDARDS.

The Contractor will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, the Contractor acknowledges the contagious nature of COVID-19 and/or other communicable diseases and voluntarily assumes the risk that Contractor and its staff may be exposed to or infected by COVID-19 and/or other communicable diseases by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

The Contractor further acknowledges, and Contractor is assuming all of the foregoing risks and accepts sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that Contractor or its staff may experience or incur in connection with providing services. Contractor hereby releases, covenants to not sue, discharges, and holds harmless and indemnifies the Agency, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. Contractor understands and agrees that this release includes any claims based on the action's omissions, or negligence of Agency, its employees, agents and representative, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

IX. ELIGIBILITY STANDARDS FOR RECIPIENT OF SERVICES

The Contractor shall provide services only to individuals who are eligible for services. The Contractor and Agency agree that the eligibility of individuals to receive the services to be purchased under this contract from the Contractor will be determined by the Agency.

X. RESIDENTS' RIGHTS AND SATISFACTION

A. The CBRF agrees to comply with all applicable statutes and regulations that define the rights of CBRF residents. The CBRF will actively foster these rights by incorporating them into facility management, philosophy, programming, training, and personal interactions. In addition, the Agency requires the CBRF to honor the additional resident rights defined below:

1. The right to have choices about daily routines (e.g., bedtimes, frequency, and time of the day for personal care, food selection, and snacks).
2. The right to have choices about daily activities and recreational pursuits.
3. The right to contact the case manager at times agreed to by the case manager.
4. The right to have staff respect cultural and ethnic differences.
5. The right to expect staff to be supportive, caring, concerned, responsive and respectful in their attitude, communications, and interactions.

6. The right to house rules that are responsive to the residents as a group, not just for the convenience of the operator or staff.
 7. The right to freedom of movement in and out of the facility unless restricted by the resident's guardian, a court order, or the Agency's plan of care for the resident.
 8. The right to have a private room regardless of the resident's ability to pay, if the CBRF is over 8 beds.
 9. If there is no private room available at the time of the residence's admission, he/she will be offered the next private room that becomes available.
 10. The bathroom is in or adjacent to the resident's room to prevent incontinence and provide for privacy.
- B. Upon execution of the contract, a program statement must be submitted to the Agency with the signed contract. The CBRF will provide residents with a program statement, which shall include the following:
1. The care, services, and the physical environment provided by the CBRF addresses the individual needs of the resident and the individual preferences of the resident.
 2. The CBRF provides opportunities for potential new residents, their families, and county care managers to observe and evaluate everyday life activities.
- C. The CBRF will develop and implement a method to annually evaluate the satisfaction of residents and their families (and guardians, if applicable) with the management, residential environment, staffing, care, interpersonal relationships, and program and services of the CBRF. The CBRF shall send the results of the evaluation to the Agency. The evaluation shall be either:
- ♦ A form developed by the facility and approved by the Department of Health Services
 - ♦ A Department of Health Services form.
- D. Upon execution of the contract, the CBRF will provide to the Agency the name and contact phone number of the Registered Nurse and the Pharmacist available to the resident and staff of the facility.
- E. CBRF Staffing.
1. The CBRF shall provide staff of a sufficient number and at the times necessary to ensure that CBRF residents receive services of a sufficient quality and amount to properly execute the terms of this contract and meet the requirements in Wis Admin. Code DHS 83.36 and the Agency's care plan for the resident.
 2. The CBRF shall insure that its staff is sufficiently trained to meet the requirements in Wis Admin. Code DHS, Subchapter IV, s. 83.19 – 83.26

and to provide care specified by this contract and the Agency's care plan for each Agency-supported resident. The CBRF will make documentation of this training available to the Agency upon request. The Agency shall determine the CBRF's compliance with this requirement.

3. The Agency shall specify the requirements necessary to meet the terms of sections A. and B. above.

XI.

Specification of services required by statute and administrative rule (to be provided at a level and frequency needed by each resident)

Program services listed in Wis. Admin. Code DHS s.83.38 & 83.35	The service will include these activities (except where struck by the Agency):
Supervision [as defined in Wis Admin. Code DHS s. 83.02 (54)]	<ul style="list-style-type: none"> • Supervision during daytime hours • Supervision will include overnight staff that may sleep when not needed to monitor or tend to resident needs.
Information and referral	<ul style="list-style-type: none"> • Information about community activities • Information and referral for appropriate health and social services
Leisure time activities	<p>The CBRF will promote resident participation in a program of daily activities designed to provide needed stimulation and variety consistent with interests of the resident. Specific activities include:</p> <ul style="list-style-type: none"> • Choice of an array of individual activities (e.g., books & magazines, cards, sewing, crafts) • Choice of an array of social activities (e.g., Conversation, group projects, games, cards, crafts) • Choice of outdoor activities (e.g., sitting, walking, social events) • Participation in planning and taking outings • Opportunities for indoor and outdoor exercise • Activities to accommodate needs and disabilities of residents (e.g., Large print books, books on tape, phone adapters, adaptive utensils, and other equipment, etc.)
Community activities	<ul style="list-style-type: none"> • Inform residents about community activities consistent with their personal interests; allow choice (e.g., clubs, sports, religious events, entertainment) • Arrange/provide for participation • Involve community in CBRF, host social events • Allow use of phone for planning/arranging events
Family contacts	<ul style="list-style-type: none"> • Assist family contacts through resident phone calls, letter writing, visits, and special occasion events

	<ul style="list-style-type: none"> • Arrange contacts (in or out of facility) • Provide family with information about the resident (as authorized by resident)
Health monitoring & medical services	Monitor health and make arrangements for health care appointments as needed or supported resident to make own arrangements (includes physical health, mental health, and dental care)
Medications	<ul style="list-style-type: none"> • The CBRF medication program for all medications controlled by the CBRF is supervised by an RN or an RPh as described in Wis. Admin Code. DHS 83.37(2)(b) • The CBRF has all medications controlled by the CBRF prepackaged by an RPh as described in Wis. Admin Code DHS 83.37 (1) <hr/> <p>Resident controls and self -administers medications</p> <ul style="list-style-type: none"> • Resident controls and CBRF provides supervision of medications; resident self-administers medication • CBRF manages and resident self-administers medication • CBRF provides supervision and assistance • CBRF provides medication administration instruction to residents • CBRF coordinates medication orders with prescribing physician and pharmacy • CBRF orders refills of medications from pharmacy when refills are authorized • CBRF picks up medications from pharmacy for resident
Meals	<p>CBRF provides:</p> <ul style="list-style-type: none"> • 3 meals a day • Accommodation for special diets • Nutritious snacks - morning - afternoon - evening • Opportunities for resident food selection/menu planning
1.Transportation to/for	<p><u>Arranged by Contractor:</u></p> <ul style="list-style-type: none"> • Medical appointments • Religious services • Community activities - Shopping

	<ul style="list-style-type: none"> - Banking - Hair care - Religious activities - Government meetings - Voting - Social/recreational events - Visits to family/friends <p><u>Provided directly by Contractor:</u></p> <ul style="list-style-type: none"> • Medical appointments • Religious services • Community activities <ul style="list-style-type: none"> - Shopping - Banking - Hair care - Religious activities - Government meetings - Voting - Social/recreational events - Visits to family/friends
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Specific Services	Optional detail about included activities:
Personal care	Provide training, prompts, or transitional services for, or assistance with: <ul style="list-style-type: none"> • Eating • Toileting • Personal hygiene • Dressing • Grooming • Bathing • Transferring • Mobility
Independent living skills	<ul style="list-style-type: none"> • Arrange for adaptive devices to foster independence • Teach or support maintaining skill related to: <ul style="list-style-type: none"> -Education -Money management -Food preparation -Shopping -Use of public transportation -Laundry care -Cleaning the resident's living area • Provide assistance with self-direction
Socialization	<ul style="list-style-type: none"> • Dealing with anger • Conflict resolution

	<ul style="list-style-type: none"> • Strengthening personal relationships
Activity programming for persons with irreversible dementia (in addition to activities listed in Attachment 1)	<ul style="list-style-type: none"> • Participation in household tasks • Activities for sensory stimulation • Activities to stimulate memory and retrieve information from the past • Activities based on earlier life experiences
Monitoring symptom status	<p>Keep the following persons informed of changes in symptom status in areas specified by the following persons:</p> <ul style="list-style-type: none"> • Case manager
Telephone access	<ul style="list-style-type: none"> • Local • Long-distance

XII. 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.

XIII. CLIENT FUNDS

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

XIV. 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. Admin. Code DHS 12,
(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)

XV. LICENSE, CERTIFICATION, AND STAFFING

- A. The Contractor shall meet state and federal service standards, applicable state licensure, and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. Upon execution of this contract, the Contractor shall attach copies of its license or certification document and the most recent licensing or certification report and letter concerning the Contractor when returning the signed contract to the Agency. During the contract period, the Contractor shall also send the Agency copies of any licensing inspection reports within five (5) business days of receipt of such reports.
- B. The Contractor shall ensure that staff providing services are properly supervised and trained; they are over eighteen (18) years of age; and that they meet all the applicable licensing and certification requirements.

XVI. CONFLICT OF INTEREST

- A. The Contractor shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their position for purposes that are or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- B. During the period of this Contract, Contractor shall not hire, retain, or utilize for compensation, any member, officer, or employee of the Sauk County Human Services Department, or any person, whom, to the knowledge of the Contractor has a conflict of interest.

XVII. CONFIDENTIALITY

- A. The Contractor shall not use or disclose any information concerning eligible clients who receive services from Contractor for any purpose not connected with the administration of Contractor's or Agency's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian.
- B. Except for documents identifying specific clients, the contract and all related documents are not confidential.
- C. The Contractor 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 Contractor provides or purchases with funds provided under this contract.

XVIII. 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. The Contractor's records shall support all reports.
- 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.

XIX. 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.

- D. Agency shall be notified in writing of all complaints filed in writing against the Contractor. Agency shall inform the Contractor in writing with their understanding of the resolution of the complaint.

XX. DEBARMENT AND SUSPENSION

The Contractor certifies through signing this contract that neither the Contractor 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 Contractor shall notify the Agency within five (5) business days in writing and sent by registered mail if the Contractor 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.

XXI. COST SHARING AND COST ALLOCATION PLAN

- A. All property, equipment, software, or services used by multiple programs or for multiple purposes, are subject to cost allocation procedures. The Contractor will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software, or other services, including staffing services, are used for any purpose other than child support program administration.
- B. The Contractor shall submit a copy of their cost allocation plan to the Agency upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XXII. RECORDS

- A. Under Wis Stats.19.36(3), all records of the Contractor that are produced or collected under this Contract is subject to disclosure pursuant to a public records request.
- B. The Contractor shall maintain such records and financial statements (in either written or electronic form) as required by the State and Federal law and as required by program policies. The Contractor shall retain records and financial statements in a secure environment for no less than the retention period specified in the law or policy. Records or financial statements for periods which are under audit or subject to dispute or litigation, must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.
- C. The Contractor shall permit appropriate representatives of the Agency to have timely access to all records and financial statements written and/or electronic information available to the Agency upon request to review Contractor's 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.

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 Agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method under which records were maintained.

XXIII. 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, and all its Counties or Divisions taken collectively, 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 is 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 other standards that may be applicable depending on the types of services provided and the nature and amount of financial reimbursement received. The audit shall also be in accordance with the following department standard:

- C. Reporting Package: The Contractor shall submit to the Agency a reporting package that includes:
1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan, and the Management Letter (if issued).
 3. Report on Compliance and on Internal Control over Financial Reporting based on audit performed in accordance with Government Audit Standards.
 4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
 5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program Specific Audit Option.
 6. *Cost Reimbursement Award Schedule. This schedule is required if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from agency; if payment is based on or limited to an actual allowable cost basis; and if the contractor reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with agency.
 7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
 9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.
 - 10.

*Note: These schedules are only required for certain types of entities or specific financial conditions.

- D. Submitting the Reporting Package: The Contractor shall submit the required reporting package to the Agency within 180 days of the end of the Contractor's fiscal year.
- E. Access to auditor's work papers: When contracting with an audit firm, the Contractor shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the Agency. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which records/working papers are stored.
- F. Failure to comply with the requirements of this section: In the event that the Contractor fails to have an appropriate audit performed or fails to provide a complete audit report to the Agency within the specified time frames, the Agency may:

1. Conduct an audit or arrange for an independent audit of the Contractor and charge the cost of completing the audit to the Contractor.
 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. Delaying payments, withholding percentage of payments, withholding or disallowing overhead costs or suspending the contract until the Contractor is in compliance.
 5. Require modified monitoring and/or reporting provision.
 6. Assess financial sanctions or penalties.
 7. Discontinuing contracting with the Contractor.
- 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.

Audit waiver requests must be completed at the time of contracting process and prior to signing the contract. 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.

XXIV. 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>

XXV. RESERVES

The Contractor may retain a surplus 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.

XXVI. EXCESS / OVERPAYMENTS

The Contractor will return to the Agency any funds paid in excess of the allowable costs of services provided under this agreement 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 services provided, the Department of Children and Families and/or the Department of Health Services may recover funds paid in excess of the allowable cost of the services provided. Funds in excess of this agreement may be recovered from subsequent payments or may recover such funds by any legal means.

XXVII. AFFIRMATIVE ACTION/CIVIL RIGHTS COMPLIANCE

- A. Contractor shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is online at <http://www.dhs.wisconsin.gov/civilrights/CRC/requirements.htm>.

Upon execution of this contract, Contractors 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 contract. Contractors that have less than fifty (50) employees or receive less than a total of fifty thousand dollars (\$50,000) must develop and attach a Letter of Assurance to this contract. If an approved plan has been received during the previous calendar year, a plan update is acceptable. The plan may cover a four (4) year period.

XXVIII. INDEMNITY AND INSURANCE

- A. Contractor agrees that it will at all times during the existence of this contract indemnify Agency against any and all loss, damages, and costs or expenses which Agency may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the Contractor under this contract; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Agency.
- B. To protect itself and Agency, its officers, boards, commissions, agencies, employees, and representatives under the indemnity provisions of this contract, Contractor shall obtain, and at all times during the term of this contract keep in full force and effect comprehensive general liability and auto liability insurance policies (*as well as professional malpractice or errors and omissions coverage, if the service being provided are professional services*). The policy or policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Office of the Commissioner of Insurance, with liability coverage provided for therein in the following amounts: comprehensive general liability of at least \$1,000,000.00 CSL (Combined Single Limits) and auto liability of at least \$500,000 CSL. Coverage afforded shall apply as primary. If Contractor receives any claim or legal process based on an act,

error, or omission related to services rendered under the terms of this Contract or has reason to believe a demand for damages maybe made, Contractor shall immediately notify Agency.

- 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 the 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

XXIX. 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 Contractor's 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.

XXX. 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

XXXI. RENEGOTIATION

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

XXXII. CONTRACT REVISIONS AND/OR TERMINATION'S

- A. Failure to comply with any part of this contract may be considered cause for revision, suspension, or termination of this contract.
- B. Revisions of this contract must be agreed to by Agency and Contractor by an addendum signed by the authorized representatives of both parties.
- C. A resident temporarily transferred to an institution will not be involuntarily discharged when the absence is for twenty-one (21) days or less. The Contractor shall provide to the resident, guardian, or designated representative a written explanation of the need for an involuntary discharge and shall provide assistance in relocating the resident. A living arrangement suitable to the resident shall be located prior to the involuntary transfer of the resident s per DHS 83.31.
- D. Contractor shall notify Agency whenever it is unable to provide the required quality or quantity of services. Upon such notification, Agency and Contractor shall determine whether such inability will require a revision, suspension, or termination of this contract.
- E. Either party may terminate this contract or terminate a single resident's occupancy by a twenty-eight (28) day written notice to the other party. If the Agency terminates the contract or terminates the occupancy of a single resident for reasons other than non-performance by the Contractor, and the Agency does not give a twenty-eight (28) day written notice, the Agency may compensate the Contractor for the contracted daily rate of the residents/resident from the date the written notice is given and not to exceed twenty-eight (28) days. If anytime within the twenty-eight (28) day notice period the Agency fills the vacated occupancy with another resident, the Agency will only owe for the unoccupied days within that twenty- eight (28) day period for the previous resident. If the Agency terminates the contract or terminates a resident's occupancy for the Contractor's breach or non-performance, a twenty-eight (28) day written notice is not necessary and the Agency will only be responsible for the costs incurred up to

the date the notice is given. The Contractor may also be liable for any additional costs the Agency incurs for replacement services.

- F. Both parties understand that if the cancellation of the contract by either party results in the closing of a CBRF, both parties have certain statutory obligations. Chapter 50.03 (14), Stats. governs the closing of a Community Based Residential Facility (CBRF). It states that, among other things, that upon DHS approval of the facility's plan to relocate its residents (or the imposition of such a plan by the DHS), the facility must establish a closing date not earlier than 90 days from the date of DHS approval or imposition of the relocation plan when 5 to 50 residents will be relocated. This same statute also requires a minimum 120-day period when more than 50 residents will be relocated.

In addition, s.50.03 (14) (b), Wis Stats., mandates that county agencies of the county in which the facility is located shall participate in the development and implementation of individual relocation plans. It also requires that any county department of another county shall participate in the development and implementation of individual relocation plans for those residents, in place of the county department of the county in which the facility is located, if the county department accepts responsibility for the resident, or is delegated responsibility for the resident by the department or by a court. Therefore, county agencies clearly have a responsibility to be actively involved in resident relocation when a CBRF is closing.

- G. Contractor is aware that Agency is responsible to fiscally manage limited funds provided through County Levy or State and Federally Funded Grants.

XXXIII. RESOLUTION OF DISPUTES

The Contractor may appeal decisions of the Agency in accordance with the terms and conditions of the contract and Sauk Co. Code ch. 33.

XXXIV. CONTROLLING LAW AND REVENUE

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. Venue for any legal proceedings shall be in the Sauk County Circuit Court.

XXXV. 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 party.