

ATTACHMENT F
Wisconsin Home Energy Assistance Program (WHEAP) Subcontractor
Waupaca County, Wisconsin

Purchase of Services Contract

Purchaser and Provider Information

Purchaser:

Organization Name	Waupaca County Department of Health and Human Services
Address	811 Harding St Waupaca, WI 54981
Name of contact person	Erica Becker, Fiscal Services Administrator
Telephone	(715) 258-6362
Fax	(715) 258-6409
E-mail	erica.becker@co.waupaca.wi.us

Provider:

Organization Name	
Address	
Name of contact person	
Telephone	
Fax	
E-mail	
Provider's Employer	
Identification Number	

Contract Information

Contract Number	2019-
Services to be provided [detail is in "Services to be Provided" Section]	
Contract period	January 1, 2019 – December 31, 2019
Maximum payment under this contract	\$
Source of funding	

Summary of Contract Provisions

<u>Provision</u>	<u>Comments</u>
Article 1 Audit	<i>Audit requirement</i> <input checked="" type="checkbox"/> Agency-wide <input type="checkbox"/> Program <input type="checkbox"/> Agreed-upon procedures <input type="checkbox"/> Audit is waived
Article 2 Caregiver Background Checks	<i>Applicable?</i> <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes
Article 3 Civil Rights Compliance Plan	<i>Provider has > 50 employees and more than \$50,000?</i> <input checked="" type="checkbox"/> No (Provider attach Letter of Assurance) <input type="checkbox"/> Yes (Provider attach Civil Rights Compliance Plan)
Article 4 Client Funds	
Article 5 Client Rights and Grievances	
Article 6 Conditions of the Parties Obligations	
Article 7 Confidentiality	
Article 8 Conflict of Interest	
Article 9 Debarment and Suspension / Lobbying	
Article 10 Eligibility	<i>Determining eligibility</i> <input checked="" type="checkbox"/> Purchaser determines <input type="checkbox"/> Provider determines (Purchaser attach eligibility requirements to contract) <input type="checkbox"/> No eligibility requirement
Article 11 Health Insurance Portability and Accountability Act of 1996 “HIPAA” Applicability	<i>Business Associate?</i> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (Purchaser attach “Business Associate Agreement” to contract and Provider sign)
Article 12 Indemnity and Insurance	Provider attach Certificate of Insurance to contract

Article 13 Independent Contractor

Article 14 License, Certification and Staffing

License or certification required?

- No
- Yes (Provider attach copy of license/certification and most recent inspection report to contract)

Article 15 Matching, Level of Effort, and Earmarking

Article 16 Payment and Allowable Costs

Basis of payment

- Reimbursement of allowable costs
- Unit-times-unit-price with limited profit or reserves
- Unit-times-unit-price (pure fee for service)

Who bills clients and third parties?

- Purchaser makes billings
- Provider makes billings

Advances allowed?

- No
- Yes

Surety bond required?

- No
- Yes (Provider attach bond to contract)

Article 17 Records

Article 18 Reporting

Article 19 Resolution of Disputes

Article 20 Revision or Termination of this Contract

Article 21 Services to be Provided

Article 22 Special Provisions for High Risk Contract

High risk contract?

- No
- Yes (Summarize special provisions here)

Article 23 Miscellaneous Provisions

Signatures

This contract becomes null and void if the time between the Purchaser's authorized representative signature and the Provider's authorized representative signature on this contract exceeds sixty days.

WE HAVE READ THE CONTRACT AND FULLY UNDERSTAND IT. BY SIGNING THIS CONTRACT, WE REPRESENT THAT THE ENTITIES FOR WHICH WE SIGN HAVE PROVIDED US WITH FULL AUTHORITY TO ENTER INTO THIS CONTRACT.

For Purchaser:

Typed Name Charles Price _____

Title Director _____

Signature _____

Date _____

For Provider:

Typed Name _____

Title _____

Signature _____

Date _____

Article 1 – Audit

Section 1.1 Requirement to Have an Audit

Unless waived by the Purchaser, the Provider shall submit an annual audit to the Purchaser if the total amount of annual (i.e., calendar year) funding provided by the Purchaser (from any and all of its Counties or Divisions taken collectively) for all contracts is \$100,000 or more. In determining the amount of annual funding provided by the Purchaser, the Provider shall consider both: (1) funds provided through direct contracts with the Purchaser and (2) funds from the Purchaser passed through another agency or County which has one or more contracts with the Provider.

Section 1.2 Audit Requirements

The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statute § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this contract. In addition, the Provider is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:

- 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 specific federal agency rules for accepting federal sub-awards.
- The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 lists the required conditions.
- The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities to whom those regulations apply. It also provides 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 Purchaser if the Provider receives more than \$100,000 in pass-through money from the Purchaser as determined by Wisconsin Statute § 46.036.

Section 1.3 Source of Funding

The Purchaser shall provide funding information to the Provider for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting the contract.

Section 1.4 Audit Reporting Package

The Provider is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to the Purchaser a reporting package which includes the following:

1. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
2. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).

3. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
 4. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.
 5. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
 6. *Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the Provider is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the Provider receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the Provider reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
 7. *Reserve Supplemental Schedule is only required if the Provider is a non-profit and paid on a prospectively set rate.
 8. *Allowable Profit Supplemental Schedule is only required if the Provider is a for-profit entity.
 9. *Additional Supplemental Schedule(s) Required by Funding Agency may be required. Check with the funding agency.
- *NOTE: These schedules are only required for certain types of entities or specific financial conditions.

If the Provider does not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to the Purchaser shall include all of the above items except items 4 and 5.

Section 1.5 Audit Due Date

Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the Purchaser nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

Section 1.6 Submitting the Reporting Package

The Provider or auditor must send a copy of the audit report to all granting agencies that provided funding to the Provider. Check the contract or contact the other funding agencies for information on where to send the audit report and the proper submission format.

Audit reports should be sent to: Waupaca County DHHS, 811 Harding St, Waupaca, WI 54981.

Section 1.7 Access to the Provider's Records

The Provider must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.

The Provider shall permit appropriate representatives of the Purchaser to have access to the Provider's records and financial statements as necessary to review the Provider's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of the Purchaser to conduct or arrange for other audits or review of federal

or state programs. The Purchaser shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

Section 1.8 Access to Auditor's Work Papers

The auditor shall make audit workpapers available upon request to the Provider, the Purchaser or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

Section 1.9 Failure to Comply with Audit Requirements

The Purchaser may impose sanctions when needed to ensure that the Providers have complied with the requirements to provide the Purchaser with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:

1. The Provider did not have an audit.
2. The Provider did not send the audit to the Purchaser or another granting agency within the original or extended audit deadline.
3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
5. The Provider does not cooperate with the Purchaser or another granting agency's audit resolution efforts; for example, the Provider does not take corrective action or does not repay disallowed costs to the granting agency.

Section 1.10 Sanctions

The Provider will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:

1. Requiring modified monitoring and/or reporting provisions;
2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the Provider is in compliance;
3. Disallowing the cost of audits that do not meet these standards;
4. Conducting an audit or arranging for an independent audit of the Provider and charging the cost of completing the audit to the Provider;
5. Charging the Provider for all loss of federal or state aid or for penalties assessed to the Purchaser because the Provider did not comply with audit requirements;
6. Assessing financial sanctions or penalties;
7. Discontinuing contracting with the Provider; and/or
8. Taking other action that the Purchaser determines is necessary to protect federal or state pass-through funding.

Section 1.11 Close-Out Audits

A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the Provider ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by the Purchaser upon written request

from the Provider, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.

The Provider shall ensure that its auditor contacts the Purchaser prior to beginning the audit. The Purchaser, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the Provider and the auditor. Payment of increased audit costs, as a result of the additional testing requested by the Purchaser, is the responsibility of the Provider.

The Purchaser may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, the Purchaser may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

Article 2 - Caregiver Background Checks

The Purchaser and the Provider 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 Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12)

Section 2.1 Background Checks

The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the Purchaser under this contract if such employee has actual, direct contact with the clients of the Purchaser. The Provider 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, the Department of Children and Families, and the Department of Regulation and Licensing, as well as out of state records, tribal court proceedings and military records, if applicable.

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

Section 2.2 Records

The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The Purchaser may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Manual.

Section 2.3 Assignment of Staff

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law. Provider shall not allow an individual to have contact with clients of the Purchaser until it has reviewed the results of a caregiver background check.

Section 2.4 Notification to Purchaser

The Provider shall notify the Purchaser in writing and sent via mail within one (1) business day if an employee has been charged with or convicted of any crime specified in DHS 12.07(2), Wis. Admin. Code.

Article 3 - Civil Rights Compliance Plan

Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is online at <http://dhs.wisconsin.gov/civilrights/CRC/Requirements.htm>. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract. Providers that have less than fifty (50) employees and receive less than a total of fifty thousand (\$50,000) dollars must develop and attach a Letter of Assurance to this contract.

Article 4 - Client Funds

All client funds shall be handled by the Purchaser. The Provider shall not handle client funds.

Article 5 - Client Rights and Grievances

The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and the Purchaser. The Provider 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 Provider shall post the client rights and the grievance procedure in an area readily available to clients and staff of the program.

At least once a year, or more frequently when requested by the Purchaser, the Provider shall give the Purchaser a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the Purchaser in person or via mail within thirty (30) calendar days of the end of the contract period. Additional summary reports requested by the Purchaser shall be due within 10 business days of the Purchaser's request for the reports. All reports shall be delivered to the Purchaser in person or via mail.

Article 6 - Conditions of the Parties' Obligations

Section 6.1 Contingency

This contract is contingent upon authorization of local, Wisconsin and federal laws and funding and any material amendment or repeal of the same affecting relevant funding or authority shall serve to terminate this Contract, except as further agreed to by the parties.

Section 6.2 Powers and Duties

Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

Section 6.3 Items Comprising the Contract

It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter of the contract.

Article 7 - Confidentiality

Section 7.1 Client Confidentiality

The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian.

Section 7.2 Contract Not Confidential

Except for documents identifying specific clients, the contract and all related documents are not confidential.

Article 8 - Conflict of Interest

The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions 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.

Article 9 - Debarment and Suspension Lobbying

Section 9.1 Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider 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 Provider shall notify the Purchaser within five (5) business days in writing and sent by mail if the Provider 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 Purchaser may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 22 "Special Conditions for High Risk Contract" or for revising or terminating the contract under Article 20 "Revision or Termination of the Contract." The Provider shall also execute Attachment A - Certification Regarding Debarment and Suspension, which be included and made a part of this agreement.

The Provider shall notify the Purchaser within five (5) business days when it has actual knowledge of fraudulent activity committed by anyone providing services for the Provider under this contract. The Provider shall take appropriate steps to prevent destruction of records needed to determine whether or not such fraudulent activity has occurred and shall take steps to mitigate losses.

Section 9.2 Lobbying

The Provider certifies through signing this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement. The Provider shall also execute Attachment A - Certification Regarding Lobbying, which will be included and made a part of this agreement.

Article 10 - Eligibility

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

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

Article 11 - Health Insurance Portability and Accountability Act of 1996 “HIPAA” Applicability

Section 11.1 General Applicability

The Provider 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 Provider provides or purchases with funds provided under this contract.

Article 12 - Indemnity and Insurance

Section 12.1 Indemnity

The Provider agrees that it will at all times during the existence of this Contract indemnify and hold harmless the Purchaser against any and all loss, damages, and costs or expenses which the Purchaser may sustain, incur, or be required to pay including, but not limited to, those arising from death, personal injury, property loss, or funding loss resulting from services furnished by the Provider under this Contract and/or caused in whole or in part by Provider. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused solely by the Purchaser.

Purchaser does not waive, and specifically reserves, its rights to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Section 12.2 Insurance

The Provider agrees that, in order to protect itself as well as the Purchaser, under the indemnity provision set forth in the above paragraph, the Provider 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 Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:

1. Comprehensive General Liability: minimum amount \$1,000,000
2. Auto Liability (if applicable): minimum amount \$1,000,000
3. Professional Liability: minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year
4. Umbrella Liability: minimum amount \$1,000,000

Purchaser, its boards, commissions, agencies, officers, employees and representatives (collectively, "Additional Insured") shall be named as additional insureds under all the policies, which shall be so stated on the Certificate of Insurance.

Provider acknowledges that its liability to Purchaser under section 12.1 is not limited by the limits of this insurance coverage.

Upon signing this Contract, Provider will furnish Purchaser with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against Provider upon any matter indemnified against, Provider shall notify the Purchaser by mail within five (5) business days.

Article 13 - Independent Contractor

At all times, the Provider and the Provider's employees shall be considered independent contractors and shall not be deemed employees of the Purchaser. The Purchaser will not be responsible for the Provider's acts or the acts of the Provider's employees while performing the work or at any other time. The Provider is solely responsible for the Provider's employees' benefits, tax withholding, employment taxes and workers' compensation insurance, and for complying with all other applicable laws, rules and regulations with regard to the Provider and the Provider's employees' performance of the Contract.

Each party shall furnish all legal, insurance and accounting services, including auditing services that may be reasonably necessary at any time for the work to meet each party's needs and interests.

Nothing in this Contract shall be deemed to create an employment, partnership, agency or joint venture relationship between the Purchaser and the Provider or any of the Provider's employees. Neither party shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

Article 14 - License, Certification, and Staffing

Section 14.1 License and Certification

The Provider shall 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. The Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning the Provider to this contract when returning the signed contract to the Purchaser. During the contract period, the Provider shall also send the Purchaser copies of any licensing inspection reports within five (5) business days of receipt of such reports.

Section 14.2 Staffing

The Provider shall ensure that staff providing services are properly supervised and trained and that all staff meet all of the applicable licensing and certification requirements.

Article 15 - Matching, Level of Effort, and Earmarking

There is no matching, level of effort, or earmarking requirement.

Article 16 - Payment and Allowable Costs

Section 16.1 Amount Paid under Contract

The maximum payment under this contract is \$. Actual total payment will be based upon the amount of service authorized by the Purchaser and the amount of service performed by Provider. It is understood and agreed by all parties that the Purchaser assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Section 16.2 Basis for Payments

Payments for services covered by this contract shall be made on a unit-times-unit-price basis and in accordance with the “order of payment” requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract.

Section 16.2.1 Units and Prices

The units and prices for each service purchased from the Provider are included in the following table:

Units and Prices

Standard Program Category	Service	Unit Increment	Rate/Unit

The Purchaser shall determine the type of services provided and the number of units of services provided for each client. Units and prices may be re-negotiated. The Purchaser will not reimburse the Provider for any unit of service not previously authorized by the Purchaser. (See Article 20 “Revision or Termination of the Contract” and Article 21 “Services to be Provided”)

Section 16.2.2 Client Fees and Third Party Collections

The Provider shall bill clients for the cost of care, in conformance with the requirements of HFS 1 and using the uniform schedule of fees and policies.

The Provider shall bill responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported and paid to the Purchaser on a monthly basis of the amounts collected by the Provider on a monthly statement. (See Article 17 "Records" and Article 18 "Reporting")

Section 16.3 Reporting for Payment

Each month, the Provider shall report the units of service provided during the month on the forms provided by the Purchaser (Attachment C). All information reported to the Purchaser shall be supported by the Provider's records. The report is due to the Purchaser by the 10th day following the end of the report month. If the Provider's report is complete and timely, the expected payment date is the 25th day following the end of the report month. (See Article 17 "Records" and Article 18 "Reporting")

Section 16.4 Payment in Excess of Earned Amount

The Provider shall return to Purchaser any funds paid in excess of the amount earned under this contract within 90 days of the end of the contract period. If the Provider fails to return funds paid in excess of the amount earned, the Purchaser may recover the excess payment from subsequent payments made to the Provider or through other collection means available under state and federal laws.

Section 16.5 Allowable Costs

The Purchaser will make payments for costs that are consistent with Allowable Cost Policy Manuals created by Departments of the State of Wisconsin and applicable Federal allowable cost policies. Funding sources will determine the appropriate manual. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) 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/circulars_default.

Article 17 - Records

Section 17.1 Maintenance of Records

The Provider shall maintain and retain such records and financial statements as required by state and federal laws, rules, and regulations.

Section 17.2 Access to Records

The Provider shall permit appropriate representatives of the Purchaser to have timely access to the Provider's records and financial statements as necessary to review the Provider's compliance with contract requirements for the use of the funding.

Article 18 - Reporting

The Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by the Purchaser. All reports shall be supported by the Provider's records (See Article 17 "Records".) All reports shall be hand-delivered to the Purchaser or sent to the Purchaser via mail at the address listed in this contract.

The following reports are required by the 10th of the month following the month service was provided:

Article 19 - Resolution of Disputes

In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the reach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties for a period of 60 days. Notwithstanding this provision, Provider is required to comply with all notice of injury and notice of claim procedures set forth in the Wisconsin Statutes and this provision shall not be deemed a waiver by Purchaser of its rights and protections provided by the same.

Article 20 - Revision or Termination of this Contract

Section 20.1 Cause for Revision or Termination of the Contract

Failure to comply with any part of this contract may be considered cause for revision or termination of this contract.

Section 20.2 Revision of the Contract

Either party may initiate revision of this contract. Revision of this contract must be agreed to by both parties by a written addendum signed by each party's authorized representatives.

Section 20.3 Termination of the Contract

Either party may terminate this contract by a 30-day written notice to the other party.

Upon termination, the Purchaser's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the Purchaser terminates the contract for reasons other than non-performance by the Provider, the Purchaser may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties. If the Purchaser terminates the contract for the Provider's breach, the Provider may be liable for any additional costs the Purchaser incurs for replacement services.

Article 21 - Services to be Provided

Section 21.1 Description of Services

For each eligible client referred by the Purchaser, the Provider agrees to provide the following services:

Section 21.2 Inability to Provide Quality or Quantity of Services

The Provider shall notify the Purchaser in writing and delivered in person or by mail whenever it is unable to provide the required quality or quantity of services. Upon such notification, the Purchaser and Provider shall determine whether such inability will require a revision or termination of this contract. (See Article 20 "Revision or termination of the contract").

Section 21.3 Documentation of Quality and Quantity of Services

The Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality and effectiveness of services rendered under the contract. The Purchaser reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract.

Section 21.4 Standards for Performance in Delivery of Services

The Purchaser will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients. If the Provider fails to meet contract goals and expected results, the Purchaser may reduce or terminate the contract.

Section 21.5 Assessing Performance in Delivery of Services

The Purchaser retains sole authority to determine whether the Provider's performance under the contract is adequate. The Provider agrees to the following:

- a. The Provider shall allow the Purchaser's care manager and contracting staff to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and the contract.
- b. Upon request by the Purchaser or its designee, the Provider shall make available to the Purchaser all documentation necessary to adequately assess Provider performance.
- c. The Provider will cooperate with the Purchaser in its efforts to implement the Purchaser's quality improvement and quality assurance program.

Article 22 – Special Provisions for High Risk Contract

During the course of the contract, the Purchaser may determine that this contract is high risk as a result of evaluating the Provider's performance or other factors. Determination of high risk status could result in Purchaser unilaterally implementing any or all of the following changes:

- a. Modifying the payment method to a cost reimbursement basis;
- b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- c. Requiring additional, more detailed financial reports;
- d. Performing additional project monitoring;
- e. Requiring the Provider to obtain technical or management assistance;
- f. Establishing additional prior approvals; or
- g. Other conditions that the Purchaser considers appropriate considering the circumstances.

The Provider may appeal these changes under Article 19 “Resolution of Disputes” or it may request renegotiation of the contract or give notice of termination of the contract under Article 20 “Revision or Termination of the Contract”.

Article 23 – Miscellaneous Provisions

Section 23.1 Trauma Informed Care

As an agency committed to providing services in a Trauma Informed Care environment, it is the expectation that Providers are an extension of the commitment of the Waupaca County Department of Health and Human Services’ vision of helping the people of Waupaca County to be safe and connected. Research supports the use of the following principles in fostering safety and connection: partner with clients, be welcoming, respect human rights, be strength based, earn trust, offer a helping hand, promote safety, be person centered, and share power.

Section 23.2 Time

Day shall mean calendar day unless otherwise specifically defined. The parties agree that time is of the essence with regard to the Contract.

Section 23.3 Severability

If any provision of this Contract shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired.

Section 23.4 Successors and Assigns

Provider may not, without the prior written consent of Purchaser, assign or transfer (whether by merger, reorganization, consolidation, sale of all or substantially all of Provider’s assets, by agreement, or otherwise) the Contract or any obligation incurred hereunder. The Contract shall be binding upon and inure to the benefit of the parties and their respective successors and/or assigns.

Section 23.5 Waiver

The waiver or failure of either party to exercise in any respect any right provided in this Contract shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

Section 23.6 Counterparts

This Contract may be executed in any number of counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original.

Section 23.7 Construction

In case of ambiguities, unresolved inconsistencies or conflicts in the Contract, or disagreements between the parties as to the terms and conditions of the Contract Documents, the Contract Documents shall be construed in the manner most advantageous to the Purchaser.

Section 23.8 Freely and Voluntarily Executed

Both parties hereby warrant, represent and acknowledge that the Contract has been freely executed, that both parties have had an opportunity to review the Contract with such persons and advisors, including legal professionals, as each party may desire. Both parties further acknowledge that neither party was induced to enter into the Contract by any promises, guarantees or representations not included in the Contract.

Section 23.9 Law, Venue, and Jury Waiver

This Contract is to be interpreted under Wisconsin state law. Venue for any legal matters shall be Waupaca County, Wisconsin and/or the US District Court, Eastern District of Wisconsin.

Section 23.10 Mutual Jury Trial Waiver

Both parties to the Contract waive all rights to trial by jury in any action, proceeding, claim or counterclaim brought by either party against the other on any matter whatsoever arising out of, in connection with or related to the Contract.