1. 8:30 A.M. Commission On Aging Agenda

   Documents: COA_20151210_AG.PDF

2. 8:30 A.M. Commission On Aging Packet

   Documents: DECEMBER 2015 PACKET.PDF

Agenda
Commission on Aging
Thursday, December 10, 2015
8:30a.m.
City Hall

NOTICE IS HEREBY GIVEN that there will be a meeting of the Fitchburg Commission on Aging at 8:30A.M. on Thursday, December 10, 2015 in the Fitchburg City Hall, 5520 E. Lacy Road, Fitchburg.

1. Call to Order

2. Approval of October 2015 minutes

3. Director's Report

4. Fitchburg Senior Center Friends Report – Sue Sheets

5. Old Business – WASC Re-Accreditation

6. New Business – Discuss/Approve R-127-15 2016 Dane County Funding

7. Such Other Matters – Next meeting February 11, 2016

8. Adjournment

NOTE: It is possible that members of and possibly a quorum of other governmental bodies of the municipality may be in attendance at the above-stated meeting to gather information. No action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Please note that upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through appropriate aide and services. For additional information or to request this service, contact Jill McHone at 5510 E. Lacy Road, Fitchburg, WI 53711. (Phone 608-270-4290).

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DRAFT MINUTES
FITCHBURG COMMISSION ON AGING
THURSDAY, October 8, 2015

MEMBERS PRESENT: Sue Sheets, Ada Deer, Ruth Domack, Dick Rydecki, Jim Sosnouski, Carol Poole, Anne Scott
STAFF PRESENT: Jill McHone

CALL TO ORDER

- Chair Sosnouski called meeting to order at 8:30am
- Approval of August meeting minutes.
- Motion: Minutes of August 2015 meeting be approved. Seconded, Passed.
- Motion: Jim Sosnouski serve another term as chair of the commission. Seconded. Passed.

DIRECTOR'S REPORT

The following activities or programs are completed, active or in the advanced planning stage:

- PLATO
- Student help with Energy Task Force projects
- Dance for Dementia at Gold's Gym brought in $1100
- Dementia Friendly Fitchburg training at Oak Bank (first bank in Fitchburg to receive training)
- Fitchburg Spry Society in cooperation with Fitchburg Library meets Fridays 10:30 until November
- Only Leaves Fall program will be offered
- Antique program at Library was a success
- Veteran's Day celebration Nov 11. Fitchburg Singers and Eagle School students will provide music. Focus will be POWs and Viet Nam vets.
- RSVP 40th anniversary on Nov 12
- Sharing Sunday, a program to provide a social Sunday experience, will be Nov 8
- Volunteer Appreciation will be Nov 14
- New instructor policy sent to all instructors
- Jill is liaison for Wisconsin Senior Center with Wisconsin legislator.

Fitchburg Senior Center Friends

Sheets reported actions by the Friends including financial support of over $1400:

- Support for persons with special needs including providing payment of rent for needy person. Also payment for a fan, golf cart program and trail fees.

- Funds for day care and three subscriptions for Wisconsin State Journal
- Eplegarden Labor Day program was a success as well as the Friends snack stand
- The Brat Fest replaced the Pig Roast
- HyVee will donate 10% of café receipts to the Friends on Dec 10.

Old Business – Senior Center Budget
Review of 2015 accomplishments
New initiatives include:

- accepting credit cards as payment for registrations,
- on-line registration,
- collaborate with UW Med School on health pilot program,
- complete update of center dining room,
- pursue installation of signage,
- form a volunteer technical team to assist seniors with various devices and
- continue program for Dementia Friendly Fitchburg by providing training for at least 10 local businesses.

New Business

- Discussion of Dane County's funding of senior centers (focal points)
- Discussion of Area Agency on Aging 2016 priorities.
- Suggestion made to provide opportunity for a social / coffee environment for Viet Nam vets following format of the vets' organization Dry Hooch

Other Business

- Discuss changing the name of the Commission on Aging to Commission on Senior Living.
- One of the issues related to a name change is the continuity of using a specific name across county and state centers.

Next meeting
Thursday, December 10, 8:30 am.

Adjournment – 9:40am

DRAFT

Mayor Steve Arnold
Introduced By

Jill McHone
Drafted by

Commission on Aging, Finance and Public Safety
and Human Services
Referred to

November 24, 2015
Date

RESOLUTION R-127-15

APPROVAL OF 2016 CONTRACT WITH DANE COUNTY HUMAN SERVICES

WHEREAS, the County of Dane wishes to purchase services specifically described in the Purchase of Services Agreement; and

WHEREAS, the Fitchburg Senior Center is able and willing to provide such services;

NOW THEREFORE, BE IT RESOLVED by the Fitchburg City Council that such an agreement be entered into for the year 2016

Adopted this 12th day of January, 2016.

_____
Patti Anderson, City Clerk

_____
Steve Arnold, Mayor

Approved:_____

Fitchburg Senior Center
5510 Lacy Road
Fitchburg, WI 53711-5318
Phone: (608)270-4290
Fax: (608)270-4296
www.city.fitchburg.wi.us

Date: November 16, 2015
To: Finance
Cc:
From: Jill McHone, Senior Center Director
Subject: R-127-15 2016 Dane County Funding

The Senior Center is one of 16 "Focal Points" of service in Dane County that receive county funds. The contract with Dane County Human Services specifically funds a portion of our Nutrition, Case Management, and Medical Assistance (MA) Case Management programs.

2016 County Contract - $54,950
Nutrition - $18,183
Case Management - $28,767
MA Case Management- $8,000

2015 County Contract - $46,347
Nutrition - $16,500
Case Management - $24,643
MA Case Management- $5,204

2014 County Contract - $39,182
Nutrition - $13,857
Case Management - $20,121
MA Case Management - $5,204

2013 County Contract - $36,792
Nutrition - $13,857
Case Management - $17,731
MA Case Management - $5,204

2012 County Contract - $36,562
Nutrition - $13,857
Case Management - $17,731
MA Case Management - $4,974

2011 County Contract - $36,562
Nutrition - $13,857
Case Management - $17,731
MA Case Management - $4,974

DCDHS - COUNTY OF DANE
Purchase of Services Agreement

Agreement No:	83311
Begin Date:	1/1/2016
Expiration Date:	12/31/2016
Authority: Res.	NA
Maximum Cost:	$154,950.00
Number of Pages:	46
Corporation Counsel Approval:	_____

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and City of Fitchburg (hereafter, "PROVIDER"), as of the respective dates representatives of both parties have affixed their respective signatures.

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER, whose address is 5520 E Lacy Rd, Madison WI 53711 for the purpose of:

Congregate Meals (SPC 401)
Case Management (SPC 604)

These services are more particularly described in Section 1 of Schedule A.

AND WHEREAS Provider is able and willing to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

[End of Page]

I. **TERM.**

The term of this Agreement shall commence as of the *Begin Date* and shall end as of the *Expiration Date*, both of which are set forth on page one (1) hereof. PROVIDER shall complete its service obligations under this Agreement not later than the *Expiration Date*. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the *Maximum Cost* as stated above for all services.

II. **SERVICES.**

A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached *Schedule A*, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of *Schedule A* or any of them, it is agreed that the terms of *Schedule A*, to the extent of any conflict, are controlling.

B. PROVIDER shall furnish the services contained in and comply with the performance and productivity requirements contained in the *Program Summary* document, which is attached hereto and fully incorporated herein by reference. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.

C. COUNTY will make payments for services rendered under this Agreement as and in the manner specified herein and in *Schedule B*, which, if attached, is fully incorporated herein by reference.

D. PROVIDER agrees to make such reports as are required by this Agreement and in the attached *Schedule C*, which is fully incorporated herein by reference.

E. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. PROVIDER shall ensure PROVIDER's personnel are instructed that they will not have any direct contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of PROVIDER's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.

F. COUNTY shall have the right to request replacement of personnel. PROVIDER shall comply where such personnel are deemed by COUNTY to present a risk to consumers. In other instances, PROVIDER and COUNTY shall cooperate to reach a reasonable resolution of the issue.

G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin.

H. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

I. PROVIDER understands that time is of the essence.

J. Unless specified differently herein, a PROVIDER shall maintain a consistent volume of service delivery throughout the months of the Agreement as determined by COUNTY.

SECTION A
(Non-Discrimination)

III. **NON-DISCRIMINATION.**

A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or

political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

B. PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth-additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

IV. AFFIRMATIVE ACTION.

A. If PROVIDER has twenty (20) or more employees and receives $20,000 in annual contracts with COUNTY, PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.

B. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.

C. PROVIDER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D. C. Ords., and the provisions of this Agreement.

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

A. PROVIDER and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. PROVIDER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.

B. PROVIDER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, PROVIDER agrees to offer "programmatic accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).

C. PROVIDER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. PROVIDER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. PROVIDER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. PROVIDER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in PROVIDER's programs and services.

VI. BILINGUAL SERVICES.

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

VII. CIVIL RIGHTS COMPLIANCE.

A. If PROVIDER has twenty (20) or more employees and receives $20,000 in annual contracts with COUNTY, the PROVIDER shall submit to the COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of Chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than $20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health Services Division that covers the services purchased by Dane County, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The PROVIDER further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. PROVIDER shall post the Equal Opportunity Policy; the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. PROVIDER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.

E. If PROVIDER is a government entity having its own compliance plan, PROVIDER's plan shall govern PROVIDER's activities.

VIII. EQUAL BENEFITS REQUIREMENT.

PROVIDER will comply with section 25.016 of Dane County Code of Ordinances by providing the same economic benefits to all of its employees with domestic partners as it does to employees with spouses or the cash equivalent if such a benefit cannot reasonably be provided. PROVIDER agrees to make available for inspection by COUNTY the PROVIDER's payroll records relating to employees providing services under this Agreement. If PROVIDER's payroll records contain any false, misleading, or fraudulent information, or if PROVIDER fails to comply with the provision of s. 25.016 of the Dane County Code of Ordinances, COUNTY's Contract Compliance Officer may withhold payments; terminate, cancel, or suspend this Agreement in whole or in part; or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after a first violation is found and for a period of three years after a second or subsequent violation is found. Contracts only involving the purchase of goods, or contracts with a school district, municipality or other unit of government are exempt from the requirements of this section.

IX. EQUAL OPPORTUNITY NOTICE.

In all solicitations for employment placed on PROVIDER's behalf during the term of this Agreement, PROVIDER shall include a statement to the effect that PROVIDER is an "Equal Opportunity Employer".

SECTION B
(General Terms)

X. ASSIGNMENT AND TRANSFER.

PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, unless otherwise provided herein. Claims for money due to PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without COUNTY consent if and only if the instrument of assignment provides that the right of the assignee in and to any amounts due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall furnish COUNTY with notice of any such assignment or transfer.

XI. CONFIDENTIALITY.

A. PROVIDER agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, COUNTY and PROVIDER agree that:

1. Client specific information, including, but not limited to, information which would identify any of the individuals receiving services under this Agreement, shall at all times remain confidential and shall not be disclosed to any unauthorized person, forum, or agency except as permitted or required by law.
2. PROVIDER knows and understands it is not entitled to any client specific information unless it is released to persons who have a specific need for the information which is directly connected to the delivery of services to the client under the terms of this Agreement and only where such persons require the requested information to carry out official functions and responsibilities.
3. Upon request from COUNTY, client specific information, including but not limited to treatment information, shall be exchanged between PROVIDER and COUNTY, consistent with applicable federal and state statutes, for the following purposes:
   a. Research (names and specific identifying information not to be disclosed);
   b. Fiscal and clinical audits and evaluations;
   c. Coordination of treatment or services; and
   d. Determination of conformance with court-ordered service plans.

B. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

1. The PROVIDER agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the PROVIDER provides or purchases with funds provided under this Agreement.
2. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the COUNTY must comply with all provisions of the law. If COUNTY has determined that PROVIDER is a "Business Associate" within the context of the law, PROVIDER will sign and return the attached Business Associate Agreement, which will be included and made part of this Agreement.

XII. COOPERATION.

A. PROVIDER agrees to cooperate with departments, agencies, employees and officers of COUNTY in providing the services described herein.

B. Where PROVIDER furnishes counseling, care, case management, service coordination or other client services and COUNTY requests PROVIDER or any of PROVIDER's employees to provide evidence in a court or other evidentiary proceeding regarding the services provided to any named client or regarding the client's progress given services provided, services purchased under this Agreement include PROVIDER making itself or its employees available to provide such evidence requested by COUNTY as authorized by law.

XIII. COUNTY LOGO. PROVIDER agrees to display the Dane County Department of Human Services (DCDHS) logo in its waiting rooms and incorporate the logo in all PROVIDER publications and stationery that pertain to services funded by COUNTY. Costs associated with display of the logo are the responsibility of COUNTY.

XIV. DELIVERY OF NOTICES.

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth in this Agreement. Any party changing its address shall notify the other party in writing within five (5) business days.

XV. DISPUTE RESOLUTION.

A. **Good Faith Efforts.** In the event of a dispute between PROVIDER and COUNTY involving the interpretation or application of the contents of this Agreement, PROVIDER and COUNTY agree to make good faith efforts to resolve grievances informally.

B. **Formal Procedure.** In the event informal resolution is not achieved, COUNTY and PROVIDER shall follow the following procedure to resolve all disputes:

Step 1: PROVIDER's Chief Executive Officer shall present a description of the dispute and PROVIDER's position, in writing, to COUNTY's Division Manager within fifteen (15) working days of gaining knowledge of the issue. The description shall cite the provision or provisions of this Agreement that are in dispute and shall present all available factual information supporting PROVIDER's position. Failure to timely provide said document constitutes a waiver of PROVIDER's right to dispute the item.

Step 2: Both parties shall designate representatives, who shall attempt to reach a mutually satisfactory resolution within the fifteen (15) working days after mailing of the written notice.

Step 3: If resolution is not reached in Step 2, COUNTY's Division Manager shall provide in writing by mail, an initial decision. Said decision shall be binding until and unless a different decision is reached as outlined below.

Step 4: PROVIDER's Chief Executive Officer or equivalent may request a review of the initial decision by mailing a written request to COUNTY's Human Services Director within fifteen (15) working days of the receipt of the initial decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 5: COUNTY's Human Services Director shall respond to the request for review by mailing a final written decision to PROVIDER within fifteen (15) working days of receipt of the request.

Step 6: PROVIDER's Chief Executive Officer or equivalent may request a review by the County Executive of the final decision by mailing said request within fifteen (15) working days of the postmarked date of the final decision. Failure to timely provide said request constitutes a waiver of PROVIDER's right to dispute the item.

Step 7: The County Executive shall provide a final decision by mailing it to PROVIDER within fifteen (15) working days following the postmarked date of the request for a review. The decision of the County Executive is final and binding on the parties.

C. **Client Grievance Procedure.**

1. PROVIDER shall have a written client grievance procedure approved by COUNTY, posted in its service area, at all times during the term of this Agreement.
2. Where clients may be entitled to an administrative hearing concerning eligibility, PROVIDER will cooperate with COUNTY in providing notice of said eligibility to clients.

XVI. EMERGENCY PLANNING.

A. In order for PROVIDER and the people PROVIDER serves to be prepared for an emergency such as a tornado, flood, blizzard, electrical blackout, pandemic and/or other natural or man-made disaster, PROVIDER shall develop a written plan that at a minimum addresses:

1. The steps PROVIDER has taken or will be taking to prepare for an emergency;
2. Which of PROVIDER's services will remain operational during an emergency;
3. The role of staff members during an emergency;
4. PROVIDER's order of succession, evacuation and emergency communications plans, including who will have authority to execute the plans and/or to evacuate the facility;
5. Evacuation routes, means of transportation and use of alternate care facilities and service providers, (such as pharmacies) with which PROVIDER has emergency care agreements in place;
6. How PROVIDER will assist clients/consumers to individually prepare for an emergency; and
7. How essential care records will be protected, maintained and accessible during an emergency.

A copy of the written plan should be kept at each of PROVIDER's office(s).

B. Providers who offer case management or residential care for individuals with substantial cognitive, medical, or physical needs shall assure at-risk clients/consumers are provided for during an emergency.

XVII. FAIR LABOR STANDARDS COMPLIANCE.

A. **Reporting Adverse Findings.** During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER's responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this Agreement, COUNTY may take such action.

B. **Appeal Process.** PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e), D.C. Ords.

C. **Notice Requirement.** PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane

County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

XVIII. INDEMNIFICATION BY PROVIDER.

A. To the fullest extent permitted by law, PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, agents, volunteers, employees and representatives against any and all liability, claims, losses (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses (including, but not limited to, court costs, as well as fees and charges of attorney(s)) which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, claims, damages, losses, charges, costs, or expenses caused by or arising from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, agents, volunteers, employees or representatives. The obligations of PROVIDER under the paragraph shall apply to liability, claims, losses, damages, costs or expenses arising from any aspect of PROVIDER's personnel policies or practices, because, except as otherwise provided herein, it is understood that COUNTY assumes no control over PROVIDER's business operations, methods or procedures.

B. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph.

C. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

D. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XIX. INSURANCE.

A. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of *paragraph XV*, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement.

1. Commercial General Liability.
   PROVIDER agrees to maintain Commercial General Liability at a limit of not less than $1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises-Operations, Independent PROVIDERs and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall list DANE COUNTY as an Additional Insured.

2. Commercial/Business Automobile Liability.
   PROVIDER agrees to maintain Commercial/Business Automobile Liability at a limit of not less than $1,000,000 Each Occurrence. PROVIDER further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event PROVIDER does not own automobiles, PROVIDER agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

3. Professional Liability.
   PROVIDER agrees to maintain Professional Liability at a limit of not less than $1,000,000 per claim with a $1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional

Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

4. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

5. Umbrella or Excess Liability.
PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

B. PROVIDER Prohibited from Waiving COUNTY's Right to Subrogation: When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's insurance.

C. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a Certificate of Insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement, the Certificate of Insurance shall state that professional malpractice or errors and omissions coverage, if the services being provided are professional services coverage is Claims-Made and indicate the Retroactive Date, PROVIDER shall maintain coverage for the duration of this Agreement and for six (6) years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

D. COUNTY, acting at its sole option and through its Risk Manager, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.

E. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

F. The requirements of this section are waived where PROVIDER is the State of Wisconsin.

XX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.

A. **Service Standards.** PROVIDER shall meet State and Federal service standards as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement, including all regulations applicable to the expenditure and reporting of funds for services purchased by this Agreement.

B. **Licenses and Certifications.** Where required by law, PROVIDER must, at all times, be licensed or certified by either the State or County as a qualified provider of the services purchased hereby. PROVIDER shall fully cooperate with licensing and certification authorities. PROVIDER shall submit copies of the required licenses or certifications upon request by COUNTY. PROVIDER shall promptly notify COUNTY in writing of any citation PROVIDER receives from any licensing or certification authority, including all responses and correction plans.

C. **County Standards.** Where COUNTY wants to apply a specific set of standards to PROVIDER not contrary to state and federal regulations, the same are specified or are specifically referred to in this Agreement.

D. **Background Checks.** PROVIDER agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law.

E. **Notification.** PROVIDER shall notify the COUNTY promptly, in writing, if it is unable to comply with any of the above requirements.

XXI. LIVING WAGE.

A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services under this Agreement or a subcontract.

B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.

C. PROVIDER agrees to submit a certification as required in section 25.015(7) of the Dane County Code of Ordinances.

D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.

E. PROVIDER shall ensure that any subcontractors conform to the provisions of this section.

F. The following are exemptions from the requirements of this section:

1. When the *Maximum Cost* of the Agreement is less than $5,000;
2. When the provider is a school district, a municipality, or other unit of government;
3. When the County is purchasing residential services at an established per bed rate;
4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
5. When an individual receives compensation for providing services to a family member;
6. When employees are student interns;
7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances;
8. Where this Agreement is funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

G. COUNTY at its sole discretion may fund all, part or none of PROVIDER's obligation to pay its employees living wages under section 25.015 of the Dane County Code of Ordinances. If PROVIDER fails to provide COUNTY living wage survey information by the due date set

by COUNTY, it shall forfeit any funds COUNTY may have otherwise provided for this purpose.

XXII. NO WAIVER OF RIGHT OF RECOVERY.

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER. The making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

XXIII. PATENTS AND INVENTIONS. PROVIDER may elect to retain the entire right, title and interest to any invention conceived or first actually reduced to practice in the performance of this Agreement as provided by 37 CFR 401. In the event any invention results from work performed jointly by PROVIDER and COUNTY, the invention(s) shall be jointly owned.

XXIV. PENALTIES.

A. PROVIDER shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by COUNTY. Concurrent with notification, PROVIDER shall submit either a request for an alternative deadline or other course of action or both. COUNTY may grant or deny the request. COUNTY has the prerogative to withhold payment to PROVIDER upon denial of request or until any condition set by COUNTY is met. In the case of contracts that have been renewed or continued from a previous contractual period, COUNTY may withhold payment in the current period for failures that occurred in a previous period.

B. If COUNTY is liable for damages sustained as a result of breach of this Agreement by PROVIDER, COUNTY may withhold payments to PROVIDER as set off against said damages.

C. If, through any act of or failure of action by PROVIDER, COUNTY is required to refund money to a funding source or granting agency, PROVIDER shall pay to COUNTY within ten (10) working days, any such amount along with any interest and penalties.

XXV. RECORDS.

A. **Open Records Requests**. PROVIDER agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that PROVIDER keeps or maintains on behalf of COUNTY.

B. **Records Retention.** PROVIDER shall retain any record required to be kept on behalf of COUNTY for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law.

C. **Records Ownership.**

1. It is understood that in the event this Agreement terminates for any reason, COUNTY, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement.
2. If, as the result of the expiration or termination of this Agreement, PROVIDER discontinues services provided under this Agreement to any client who continues to require such service, COUNTY shall have the right to take immediate physical custody of any of the client's records that are necessary to facilitate the transition of services to another provider of such service, including, but not limited to, all documents, electronic data, products and services prepared or produced by PROVIDER under this Agreement.

XXVI RENEGOTIATION.

A. This Agreement or any part thereof, may be renegotiated at the option of COUNTY in the case of: 1) increased or decreased volume of services; 2) changes required by Federal or

State law or regulations or court action; 3) cancellation, increase or decrease in funding; 4) changes in service needs identified by COUNTY; 5) PROVIDER's failure to provide monthly services purchased; or 6) upon any mutual agreement. PROVIDER agrees to renegotiate in good faith if COUNTY exercises this option.

B. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by COUNTY and PROVIDER.

C. Changes to the number of units purchased under this Agreement pursuant to renegotiation shall be reflected by amendment to the *Program Summary*.

D. If PROVIDER refuses to renegotiate in good faith as required by this section, COUNTY may either terminate the Agreement or unilaterally adjust payments downward to reflect COUNTY's best estimate of the volume of services actually delivered by PROVIDER under this Agreement.

XXVII. TERMINATION, SUSPENSION AND/OR MODIFICATION.

This Agreement may be terminated and/or its terms may be modified or altered as follows:

A. Either party may terminate the Agreement, for any reason, at any time upon ninety (90) days written notice.

B. Failure of PROVIDER to fill any of its obligations under the Agreement in a timely manner or violation by PROVIDER of any covenants or stipulations contained in this Agreement shall constitute grounds for COUNTY to terminate this Agreement upon ten (10) days written notice of the effective date of termination.

C. The following shall constitute grounds for immediate termination:

1. Violation by PROVIDER of any state, federal or local law, or failure by PROVIDER to comply with any applicable state and federal service standards, as expressed by applicable statutes, rules and regulations.
2. Failure by PROVIDER to carry applicable licenses or certifications as required by law.
3. Failure of PROVIDER to comply with reporting requirements contained herein.
4. Inability of PROVIDER to perform the work provided for herein.
5. Exposure of a client to immediate danger when interacting with PROVIDER.

D. In the event of cancellation or reduction of state, federal or county funding upon which COUNTY relies to fulfill its obligations under this Agreement, PROVIDER agrees and understands that COUNTY may take any of the following actions:

1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
3. COUNTY may reduce funding to PROVIDER upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between PROVIDER and COUNTY's contract manager or designee, specify the manner in which PROVIDER accomplishes said reduction, including, but not limited to, directing PROVIDER to reduce expenditures on designated goods, services and/or costs.

E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder or failure of PROVIDER to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the review process set forth in Section XV B of this document.

SECTION C
(Financial Terms)

XXVIII. FINANCIAL PROVISIONS.

A. **Accounting.** The *Wisconsin Allowable Cost Policy Manual* shall determine eligible reimbursable expenses. PROVIDER shall adhere to the *State of Wisconsin's Allowable Cost Policy Manual*, including revisions and updates and return to COUNTY any funding paid in excess of allowable costs.

B. **Method of Payment**. PROVIDER shall be paid for its services as indicated below.

1. Monthly Expense Reimbursement: Expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

2. *Unit of Service Reimbursement:* Units of service provided shall be paid by COUNTY on a monthly basis. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or a monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service. This provision will be applicable to the following programs:

3. Monthly Advance Payment with Year End Reconciliation: PROVIDER shall be advanced equal monthly payments consisting of the annual Agreement amount divided by the number of months covered under this Agreement. The last monthly payment to PROVIDER may be adjusted to actual expenses anticipated for the Agreement term. Request for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) and submitted to COUNTY by the first of the month previous to the month the payment is to be issued. This provision will be applicable to the following programs:

all except MA Case Management

4. Other Method of Payment: This method is described in Schedule B for the following programs:

MA Case Management

C. **Alternate Method of Payment.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to advance all or part of any unearned payment otherwise due to PROVIDER if COUNTY reasonably suspects any of the following:

1. PROVIDER has mismanaged any funds provided by COUNTY.
2. Funds in PROVIDER's possession are at risk of being seized by PROVIDER's creditors or other adverse interest.
3. PROVIDER appears incapable of maintaining itself as a going business concern.
4. PROVIDER fails to meet reporting requirements.

D. **Administrative Cost Ceiling.** PROVIDER agrees to keep administrative costs for each program at or below the percentage approved by COUNTY. The approved administrative cost is that percentage most recently approved by COUNTY, whether governed by this year's Agreement or by a previous year's Agreement. No variance in excess of the approved administrative percentage will be allowed unless approved by COUNTY in advance and in writing. In no event will COUNTY approve an administrative cost percentage in excess of 15% of the cost of each program.

E. **Exemptions from Administrative Cost Ceiling.** At the discretion of COUNTY, programs will be exempt from the prescribed ceiling if any of the following applies:

1. The program is 100% administrative, or
2. The program is paid monthly under the unit of service reimbursement method of payment, or
3. The program is 100% funded from medical assistance or another federal source; in such case the administrative expense shall be limited to the requirements of the funding source.

F. **Bond.** At all times during the term of this Agreement PROVIDER shall maintain an employee dishonesty bond in an amount sufficient to hold PROVIDER harmless in the event of employee fraud or defalcation. Said bond shall insure PROVIDER against the loss of funds provided through this Agreement and the loss of client funds to which the PROVIDER or its employees has access through the services provided through this Agreement. PROVIDER shall furnish evidence of having met this requirement upon request by COUNTY.

G. **Budgets and Personnel Schedules.**

1. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.
2. For each program funded by COUNTY, PROVIDER shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within fifty-six (56) days after the effective date of this Agreement. PROVIDER agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both PROVIDER and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
3. Variances in any program account category (categories are: Personnel, Operating, Space, Special Costs, and Other Expense) in excess of $5,000.00 or 10%, whichever is less, shall not be allowed unless PROVIDER obtains written approval of COUNTY at COUNTY's discretion for good cause shown. Overall program under-spending is not considered a variance.
4. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the written agreement of COUNTY at COUNTY's discretion for good cause shown.
5. If there is a change in program funding under this Agreement, PROVIDER shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
6. In performing services required under this Agreement, PROVIDER shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.

H. **Client Accounts.**

1. Under no circumstances is PROVIDER permitted to commingle funds belonging to clients with PROVIDER's funds. Client funds shall be kept in separate accounts ("Client Accounts") such that all monies can be accounted for at all times.
2. Client Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.

3. If COUNTY discovers a deficiency in any Client Account or if a formal complaint is filed pertaining to such an account, COUNTY or its representative may withhold from PROVIDER funds equivalent to the sum in dispute until settlement is reached.

I. **Collection of Client Fees.**

1. COUNTY shall determine which programs operated by PROVIDER are required under Wis. Stats. 46.03(18) to participate in the Wisconsin Administrative Code (DHS 1) Uniform Fee System of charging clients for services provided and inform PROVIDER. PROVIDER shall assume responsibility for the billing and collection of fees, unless specified otherwise in this Agreement.
2. PROVIDER shall not delegate collection of fees to private collection firms without written permission from COUNTY.

J. **Deadline for Requesting Cost Variances and Transfers of Funds Between Programs.** Requests for approval of cost variances and transfers of funds between programs must be made in writing to COUNTY no later than January 25 of the year following the Agreement year. COUNTY will not consider written requests for further revisions un less the y are the result of auditing adjustments detailed in a letter from PROVIDER's auditor and submitted prior to or with the annual audit report.

K. **Deposits in FDIC-Insured Account.** Any payments of monies to PROVIDER by COUNTY for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (FDIC) insurance coverage. For any balance exceeding FDIC coverage PROVIDER must obtain additional insurance.

L. **Donations.** PROVIDER shall account for donations in accordance with the State of Wisconsin's Allowable Cost Policy Manual (Section III, item 12) and other applicable law.

M. **Expense Reports.** PROVIDER shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.

N. **Financial and Compliance Audit by PROVIDER.**

1. PROVIDER, if it receives departmental funding over $25,000, shall submit a copy of its agency-wide annual audit to COUNTY within one hundred eighty (180) days of the end of its fiscal year. The audit shall be performed on behalf of PROVIDER by an independent certified public accountant and shall be conducted in accordance with the applicable state and federal regulations and guidelines, including, but not limited to: *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2;* the *State of Wisconsin's Department of Health Services Audit Guide;* and the *State of Wisconsin's Allowable Cost Policy Manual.* If PROVIDER receives department funding less than $100,000, it may request a waiver of this requirement. When required, the audit shall include the following items:

   a. The auditor's opinion on the financial statements.
   b. A supplementary schedule identifying expenses and revenues by funding source and by program. This schedule shall be presented in worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category as defined by COUNTY (i.e., Personnel, Operating, Space, Special Costs, and Other Expenses) as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column.
   c. For Unit of Service Reimbursement based programs, a supplementary schedule identifying reserves (non-profit organization) or allowable profit computation (profit organization) by funding source and by programs.

d. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY.
e. The auditor's opinion on the supplementary schedules.
f. The auditor's Report on Compliance and Internal Control over Financial Reporting based on an audit of financial statements performed according to Government Auditing Standards.
g. The auditor's Report on Compliance with requirements applicable to each major program and Internal Control over Compliance in Accordance with *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2* and the State Single Audit Guidelines.
h. A Schedule of Questioned Costs, if any.
i. The auditor's Letter to Management, as applicable.
j. The auditor's Summary of Audit Results.

2. COUNTY shall identify in writing to PROVIDER those findings or recommendations in the audit which shall require a written response and plan of corrective action by PROVIDER.
3. Where the Agreement period and PROVIDER's fiscal year do not coincide, the audit shall include a bridging schedule by program identifying expenses to the Agreement period. "By program" means that the bridging schedule must show each program individually.
4. COUNTY shall accept its allocated share of the audit cost as indicated in the approved budget. COUNTY shall comment on the audit in writing to PROVIDER within one hundred eighty (180) days of when the audit is due or received whichever is later.
5. PROVIDER understands and acknowledges that all auditing requirements survive the *Expiration Date* of this Agreement. If this contract terminates or is assigned with COUNTY's permission to another entity before the expiration date, these audit provisions shall be due within 120 days of the termination or assignment.

O. **Final Settlement Where County Pays PROVIDER's Costs.**

1. If this Agreement employs Method of Payment under sub term B., paragraphs 1., 3. or 4. above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:

a. As required by the terms of this Agreement, PROVIDER shall submit an audit, which shall include a supplementary schedule identifying expenses and revenues by funding source and by program. Where there are other revenues in COUNTY program columns of the audit, except for interest and dividends, the revenues shall be deducted from the expenses in those columns to give the net expense to COUNTY.
b. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule by program showing net county-funded expenditures by category (i.e., Personnel, Operating, Space, Special Costs, and Other Expense) compared to the most recently approved program budget for this Agreement, which shall be submitted to COUNTY no later than January 25 of the year following the Agreement year. Said schedule shall include an actual vs. budget analysis of expenditures as allocated between "administrative" and "program". The percentage actual expenses vary from the budget shall be calculated and displayed for each account category. This schedule shall be submitted on the form provided by COUNTY and COUNTY shall pay the lesser of unaudited expenses or the annual Agreement amount on a per program basis.
c. On a per program basis, any account category or administrative cost variance not approved by COUNTY will be considered an overpayment and PROVIDER shall reimburse any such amount to COUNTY within ten (10) working days of notification. Overall program under spending is not considered a variance issue.

d. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVIII, sub term G.2.

e. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of audited expenses plus four percent (4%) of audited expenses less related revenue or the *Maximum Cost* as stated on page one of this Agreement.

f. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.

2. If this Agreement employs Method of Payment under sub term B., paragraph 2. Unit of Service Reimbursement above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:

a. In the event the audit requirement is waived by COUNTY, PROVIDER shall provide COUNTY an unaudited supplementary schedule identifying reserves (non-profit organization) or allowable profit computation (profit organization) by funding source and by program.

b. If PROVIDER is a profit organization, final settlement on a per program basis, shall be audited expenses plus four percent (4%) of audited expenses less related revenue.

c. If PROVIDER is a non-profit organization, final settlement on a per program basis, shall be 4% annually.

P. **Notice of Financial Instability.** PROVIDER shall give COUNTY immediate notice of any of the following events:

1. That PROVIDER is unable to meet its financial obligations to its employees, to the state or federal governments, or to any creditor.
2. That PROVIDER has written a check drawn on insufficient funds.
3. That PROVIDER has received notice that it has been sued or that a lawsuit against PROVIDER is pending.
4. That PROVIDER has filed a bankruptcy action.
5. That PROVIDER has sustained or will sustain a loss for which it has insufficient financial resources.
6. Any other event that impedes PROVIDER's ability to perform under this Agreement.

Q. **Overpayment**. Any overpayment due COUNTY shall be paid within ten (10) working days of notification. PROVIDER understands that time is of the essence with respect to repayments and agrees that if PROVIDER fails to timely submit repayment, COUNTY may withhold payment due from either a previous year Agreement or the current year Agreement.

R. **Purchased Equipment.**

1. The *State of Wisconsin's Allowable Cost Policy Manual* requires that any asset with an acquisition cost in excess of $5,000 be capitalized. PROVIDER shall make requests for any exceptions to this policy in writing to the appropriate Division Manager for COUNTY. These requests shall be made prior to the purchase of any such asset.
2. If COUNTY approves an exception under sub. (1), above, and any assets are expensed to COUNTY, said assets shall become the property of COUNTY upon termination or non-renewal of this or any extension or future Agreement.
3. Any item capitalized on PROVIDER's books and depreciated to COUNTY shall remain the property of PROVIDER.
4. PROVIDER agrees to maintain records that clearly identify all items expensed or depreciated to COUNTY and shall provide those records to COUNTY upon request. Where the records are unclear, it shall be assumed that COUNTY is the owner of the property upon termination or non-renewal of the Agreement.

S. **Purchase of Computer Equipment.**

1. Any of PROVIDER's hardware intended to link with the COUNTY network, shall meet Dane County Department of Administration, Management Information Services standards in effect at the time the linkage is desired.
2. PROVIDER shall be responsible for the costs associated with connectivity hardware and software, including, but not limited to, installation of data lines and associated monthly costs, port patch panels (hubs), patch cables, network interface cards and network software.
3. PROVIDER shall be responsible for all maintenance of its computer equipment. Dane County Department of Administration, Management Information Services shall be responsible for maintenance of the network.
4. PROVIDER shall be responsible for completing and submitting current and accurate COUNTY Security Access forms to the COUNTY Security Officer for all staff who will be logging on to a Dane County network. It is PROVIDER's responsibility to ensure accuracy of said Security Access forms. COUNTY has the discretion to refuse access to the network for any reason.

SECTION D

(Reporting and Evaluation Requirements)

XXIX. **REPORTS AND EVALUATION**.

A. **Audits and Contract Reviews**. PROVIDER agrees to submit to such random audits by COUNTY as COUNTY may request. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. COUNTY's review and monitoring responsibilities under the terms of this Agreement may include, but are not limited to: Agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program consumers, families and guardians, interviews with direct service and management personnel. The State and/or Federal government may also conduct program reviews in connection with their financial oversight functions. PROVIDER agrees to cooperate with COUNTY, State and Federal governments in these reviews.

B. **Client Reporting.** PROVIDER shall submit monthly client registration and/or client service participation reports in a format provided by COUNTY. Reports for January through November are due on the tenth of the following month. The December report is due no later than January 5.

C. **Copies to be Supplied.** Copies of any evaluative information obtained by PROVIDER during the year, such as, outside evaluation or accreditation will be submitted to COUNTY at the time received.

D. **Data Gathering.** PROVIDER will cooperate with COUNTY and other providers to define common data elements to be reported to COUNTY to assist in developing baseline data about program delivery, efficiency, and effectiveness.

E. **Evaluation Compliance.** PROVIDER will comply with all COUNTY requirements regarding program evaluation COUNTY deems required under Wis. Stats. 46.23(6m)(g).

F. **Quarterly Report.** PROVIDER will report, in a format as required by COUNTY, to COUNTY's designee on a quarterly basis, beginning on May 1. The final report shall be provided on April 1 of the following year. Reports shall include:

1. Information on client waiting lists.
2. Quantity of services by Agreement/client category.
3. Progress or problems in achieving Agreement goals and performance outcomes.
4. Progress or problems associated with overall PROVIDER operations.
5. Other information as may reasonably be required by COUNTY.
6. The fourth quarter report will also include a description of:
   a. Agency and program objectives for that year;

b. Achievement of or progress toward those objectives;
c. Problems encountered in meeting the objectives.

7. Reports on services provided in specific geographical areas as identified to PROVIDER by COUNTY.

G. **Timeliness.** PROVIDER understands that time is of the essence with respect to all reports and agrees to make all reports in a timely manner as provided below, and agrees that if PROVIDER fails to timely submit any report due under the terms of this Agreement, COUNTY may withhold payment until such report is provided, including payment due from either a previous year or the current year.

H. **Provider.** U nderstands and acknowledges that all reporting requirements survive the *Expiration Date* of this Agreement.

SECTION E
(Contract Construction and Legal Process)

XXX. <u>CONTRACT CONSTRUCTION AND LEGAL PROCESS</u>.

A. **Choice of Law**. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

B. **Construction**. This Agreement shall not be construed against the drafter.

C. **Counterparts**. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

D. **Entire Agreement**. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

E. **Execution**. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

F. **Limitation of Agreement**. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where PROVIDER intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, PROVIDER shall first obtain the written permission of COUNTY; and further, PROVIDER shall ensure that it requires of its subcontractor the same obligations incurred by PROVIDER under this Agreement.

G. **Severability**. The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.

H. **Venue**. Venue for any legal proceedings shall be in the Dane County Circuit Court.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

Date Signed: _____ _____

Print Name and Title: _____

Date Signed: _____ _____

Print Name and Title: _____

Registered Agent's Name: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: _____ _____
LYNN M. GREEN, Director of Human Services
(when applicable)

Date Signed: _____ _____
JOE PARISI, County Executive
(when applicable)

Date Signed: _____ _____
SCOTT MCDONELL, County Clerk
(when applicable)

rev. 03/03; 6/18/03; 7/29/03; 8/19/03; 8/21/03; 10/15/03; 9/22/04; 10/05/05; 10/31/06, 9/27/07; 10/03/08; 6/29/09; 9/22/09; 9/7/10; 8/2/11; 9/16/11; 7/11/12; 8/27/13; 6/11/14; 9/22/15

Program Summary Form

Created:	10/14/2015	Contract #:	83311	Provider:	City of Fitchburg
Revised:		Division:	Adult Community Services	Funding Period:	January 1, 2016 through December 31, 2016

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

	Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a.	1225	1225	ACBCLFSC	CLSMAA	Nutrition	401	357		18.18	1000	$ 18,183		$ 18,183	Nut.Report
b.											$ -	$ -	$ -	SAMS
c.											$ -	$ -	$ -	
d.											$ -	$ -	$ -	
e.											$ -	$ -	$ -	
f.											$ -	$ -	$ -	
g.											$ -	$ -	$ -	
h.											$ -	$ -	$ -	
I.											$ -	$ -	$ -	
j.											$ -	$ -	$ -	
										Total	$ 18,183	$ -	$ 18,183	

12

The section below is to be used to further define the information above.

*Other Revenue-Include here the source and related amount for each program:

a.	A "unit" is equivalent to one hour of staff work on activities related to meal site management, home delivered meals, and related activities.	
c.		
d.		
e.		
f.		
g.		
h.		
I		
j.		

Standard Program Category (SPC) Code Description:

a. 401=Congregate Meals
b.
c.
d.
e.
f.
g.
h.
j.
k.

Contract Manager(s)/Programs: Velasquez

Accountant(s)/Programs: Mary Timme

psf_Velasquez_fitchburgnut_16

City of Fitchburg Senior Center
2016 SCHEDULE A PROGRAM REQUIREMENTS
Nutrition Services
Program 1225

A. **Description of Services to be Purchased:** This program is intended to provide Older American Act (OAA) Senior Nutrition Program (SNP) Site Management of congregate and home-delivered meal (HDM) services in accordance with: (1) Chapter 8. Nutrition Program Operations of the Manual of Policies, Procedures and Technical Assistance for the Wisconsin Aging Group (Wisconsin Bureau of Aging and Disability Resources); (2) Wisconsin Food Code; and (3) Area Agency on Aging of Dane County's Senior Nutrition Program Policies and Procedures.

Senior Nutrition Program Site Management includes coordination and oversight of the following: (1) program outreach targeting low-income, minority, and rural seniors; (2) supervision of a safe and sanitary facility; (3) service of at least 3,765 meals in a congregate setting and the delivery of at least 5,020 meals to homebound seniors by trained volunteers; (4) collection and data entry of required participant registration and service delivery data; (5) utilization of a meal reservation system to accurately and timely order meals through the County contracted Caterer; and (6) the provision of nutrition education and isolation reducing activities for senior adults.

1. **Service Location:** Congregate meals are offered at one location within the PROVIDER's service area as approved by the COUNTY: Fitchburg Senior Center, 5510 E. Lacy Road, Fitchburg, WI 53711. Home-delivered meals are portioned and packaged at this same location and delivered by volunteers in the PROVIDER's service area.

2. **Persons to be Served:**

   a. **Target Population:** As required by the OAA, the PROVIDER shall target adults (age 60+) who have the greatest economic or social need with particular attention to low-income minority and rural individuals. PROVIDER will attempt to serve these target populations in the same proportion as their incidence in the population of the service area served by the PROVIDER.

   b. **Eligibility Requirements:**

      1) <u>For Congregate Meals</u>
         - Any individual age 60 and older

- The spouse of an age 60 and over congregate participant—the spouse can be of any age
- A person with a disability, under age 60 who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided
- A disabled individual who resides at home with and accompanies an older individual to the site
- Any nutrition services staff over the age of 60
- Volunteers under or over age 60

2) For Home-Delivered Meals (HDM)
   - Any individual age 60 and over who is frail and essentially homebound by reason of illness, disability, or isolation
   - A spouse of a person eligible for a HDM as described above, regardless of age or condition, if an assessment concludes that it is in the best interest of the homebound older individual
   - An individual with a disability who resides at home with older individuals if an assessment concludes that it is in the best interest of the homebound older individual
   - Non-elderly individuals with disabilities who reside at home with older individuals are eligible to receive home delivered meals on a contribution basis

3. **Funding Source:** PROVIDER shall comply with all federal, state, and COUNTY requirements related to the funding source(s) for this program.

4. **Units of Service:** A unit of service is defined as one hour of paid staff time working on the provision of meals at congregate meals sites and/or for home-delivered meals.

B. **Program Specifications**

1. **Service Specifications:**

   a. The meals for this program will be provided by a caterer as decided by the COUNTY unless otherwise specified in this contract.

   b. PROVIDER shall coordinate and oversee daily nutrition program operation at the congregate site as well as the packaging and delivery of home-delivered meals subject to COUNTY contracts with caterers in accordance with Chapter 8: Nutrition Program Operations and the Wisconsin Food Code.

c. PROVIDER is responsible for ordering congregate and home-delivered meals from the caterer contracted by the COUNTY by 1:30 PM the weekday before the meal is to provided. When PROVIDER anticipates serving 10 or more meals than normally served on a given day, PROVIDER will provide the caterer with advance notice of at least 2 full days. Individual consumers can reserve their meal by calling a local number operated by PROVIDER that is publicized in the community.

d. PROVIDER shall work cooperatively with the caterer under contract for the site on the following activities:

   1) Reserving the meal in advance of serving, as agreed upon by the caterer;
   2) Contacting caterer by telephone prior to 7:30 am on any day the meal needs to be cancelled due to weather or other emergencies;
   3) Monitoring and recording temperatures as taken by the catering staff upon food delivery to ensure food safety at time of delivery;;
   4) Determining the level of consumer satisfaction with quality of food, special diet requests, special menus for special occasions, and other issues as they arise which are related to the meal; and
   5) Administering COUNTY approved customer satisfaction surveys as requested.

e. Immediate problems requiring resolution, such as food shortages or preparation issues, shall be discussed by the PROVIDER directly with the caterer. PROVIDER shall report immediately, in writing via email to the COUNTY contracted Nutritionist, all instances of food shortages, improper temperatures, food waste, or complaints regarding the quality of the food received from the COUNTY contracted caterer so that these issues can be proactively addressed by the COUNTY with the caterer. If the site is shorted portions of food items to complete each meal ordered, they should contact the caterer immediately upon notice of shortage. Caterer must be provided an opportunity to correct the shortage, within 15 minutes post serving time. If the shortage is not repaired, PROVIDER shall immediately report shortage of portions/number of complete meals for billing purposes to the COUNTY Nutrition Director.

f. PROVIDER shall ensure the site's kitchen, dining area, utensils, dishware, HDM carriers, and food storage facilities are maintained in a sanitized condition at all times.

g. PROVIDER shall ensure food handling and storage is conducted in accordance with food safety regulations of the Wisconsin Food Code, Chapter 8 Nutrition Program Operations and additional Dane County Senior Nutrition Program

policies and procedures. PROVIDER will cooperate with all required on-site inspections and make needed corrections required by the COUNTY contracted Nutritionist or by the Public Health Department, depending on the type of license or certification held by the site's kitchen.

h. PROVIDER shall:

1) Employ a ServSafe certified Food Service Manager (certification must be received within first 90 days of employment and renewed every 5 years);
2) Require any other nutrition program staff to be certified in Serving Safe Food;
3) Require all staff complete a minimum of six (6) hours of annual food safety training as described by Chapter 8: Senior Nutrition Program Operation guidelines and approved by the COUNTY; volunteers in direct contact with food shall complete a minimum of six (6) hours of annual food safety training as well; and
4) Require staff attendance at regional annual training as convened by the COUNTY. A representative of the PROVIDER and/or site must attend the four regularly scheduled Nutrition Program Site Manager/Directors meetings during the year. Training records for staff and volunteers must be kept by PROVIDER.

i. PROVIDER shall encourage all participants to contribute toward the cost of the meal and a confidential mechanism shall be established by the PROVIDER that provides a person the privacy to make the donation they determine that they can afford (including none); all signs regarding donations or other signs required by the COUNTY will be maintained and posted in a visible manner. Persons under the age of 60 must pay full cost of meal and a record of under 60 meals must be kept (see Requirements and Exceptions in 2004 Donation Best Practice document).

j. PROVIDER shall initially interview all home-delivered meal participants to assess:

1) Eligibility for home-delivered meals;
2) Need for other services and/or information; and
3) Level of nutritional risk

An in person visit and written personal assessment shall be completed no later than four (4) weeks from the beginning of meal service. If eligible, participants shall have their eligibility reassessed at least once per year and more frequently

if the meal provision is indicated for less than one year at the time of assessment.

k. PROVIDER shall have all meal program participants complete a program registration and nutrition risk assessment at the onset of participation and at least annually thereafter. PROVIDER shall enter this information in the SAMS data system within the first 30-days of service and within 30 days of reassessment.

l. PROVIDER shall ensure Congregate and home-delivered meal participants receive reputable information about nutrition at least four (4) times (once per quarter) during the year and a record of such activities shall be reported to the COUNTY Nutritionist each month.

2. **Service Hours/Days:** PROVIDER shall maintain program service hours of Monday through Friday. The congregate meal shall be served at a consistent time during the middle of the day as determined by the PROVIDER. Home-delivered meals shall be delivered between the hours of 11:00 am and 1:00 pm.

3. **Service Termination:** PROVIDER shall terminate service when an individual voluntarily withdraws from the program or when the participant no longer meets eligibility criteria.

4. **Transportation:** This contract provides no COUNTY-funded transportation for program participants. Home-delivery of meals is arranged by the PROVIDER through the COUNTY-funded Retired Senior Volunteer Program.

5. **Capacity/Waiting List:** PROVIDER shall use the nutrition risk assessment provided by the COUNTY for determining the number of home-delivered meals provided to eligible participants. If PROVIDER believes a waitlist may be necessary due to funding limitations, the PROVIDER shall seek approval from the COUNTY prior to implementing a waitlist.

C. Program Evaluation

1. **Goals:** The goals of the Senior Nutrition Program are:

   a. To reduce hunger and food insecurity;
   b. To promote socialization of older individuals; and
   c. To promote the health and well-being of older individuals by assisting such individuals to gain access to nutrition and other disease prevention/health

promotion services to delay the onset of adverse health conditions resulting from poor nutritional health or sedentary behavior.

2. **Performance Indicators:** The following measures shall be used to evaluate Nutrition Site Management effectiveness:

   a. Number of Senior Nutrition Program safety, sanitation, and program standard violations requiring corrective action during annual site inspection by COUNTY contracted Nutritionist shall indicate compliance with Chapter 8: Nutrition Program Operations and Wisconsin Food Code.

   b. Cost effectiveness shall be measured by the COUNTY by: (1) considering the total program budget and catering contract allowances for meals ordered divided by the number of meals served annually; and, (2) the percent of wasted meals as determined by the COUNTY based on a comparison of the number of meals ordered by the PROVIDER and the number of meals served by the PROVIDER and, (3) the provision of at least 15 congregate meals and 20 Home Delivered Meals on average each day.

   c. PROVIDER outreach to targeted populations shall be measured by the total number of participants, total number of meals served to eligible participants, average number of total and congregate meals served per day, and the proportion of those served that are of low-income, minority, and/or rural to the total number of persons served.

   d. Chapter 8 reporting compliance shall be measured by: (1) the number of instances wherein required data is not entered by the PROVIDER into the SAMS data collection software within 30-days of service provided; and, (2) timely submission of required monthly reports as described in Schedule C.

D. Reporting: Refer to Schedule C.

E. Other Requirements:

1. Requests for special diet accommodations, with medical orders, and special occasion meals are to be submitted to the COUNTY contracted Nutritionist prior to making arrangements with the COUNTY contracted caterer. The COUNTY contracted Nutritionist shall approve/deny special diet requests and special occasion meals.

2. PROVIDER shall clearly post or periodically distribute cards provided by the COUNTY that identify the telephone numbers for the Elder Abuse Helpline.

3. The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support older adults, adults with disabilities, their families and caregivers by providing useful information, assistance, and education on community services and long term care options.

    a. PROVIDER is invited to refer individuals seeking information on adult services and long term care options to the ADRC;

    b. When asked by the ADRC, PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandum of understanding and other areas related to the ADRC's mission; and

    c. If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall assure that the data is accurate and shall update the data whenever necessary.

4. The PROVIDER shall participate in meetings, as requested by the COUNTY, for the purpose of planning, coordinating, or improving the provision of congregate or home-delivered meal services.

5. PROVIDER shall solicit congregate and home-delivered meal consumer satisfaction using the approved Statewide survey provided by the COUNTY at least one time per year.

Program Summary Form

Created:	10/6/2015	Contract #:	83311	Provider:	City of Fitchburg
Revised:		Division:	Adult Community Services	Funding Period:	January 1, 2016 through December 31, 2016

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

	Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a.	4367	4367	ACBAAFSC	CMCMAA	Case Management	604	120	0	$ 23.01	1,250	$ 28,767	$ -	$ 28,767	Monthly 610
b.														& Qtr Rpts
c.														
d.														
e.														
f.														
g.														
h.														
I.														
j.														
										Total	$ 28,767	$ -	$ 28,767	

The section below is to be used to further define the information above.

*Other Revenue-Include here the source and related amount for each program:

a.	# of Clients and Unit Quantity are estimates based upon available baseline data. Funding reflects allocation based on Case Management formula using 2010 census data. A Unit of Service = one hour of case management services.	
b.	Funding: Tax Levy	
c.	Contract also includes $1,250 State Health Insurance Program (SHIP) funding.	
d.		
e.		
f.		
g.		
h.		
I		
j.		

Standard Program Category (SPC) Code Description:

a. 604=Case Management
b.
c.
d.
e.
f.
g.
h.
j.
k.

Contract Manager(s)/Programs: Cheryl Batterman

Accountant(s)/Programs: Mary Timme

City of Fitchburg
2016 SCHEDULE A PROGRAM REQUIREMENTS
Client-Centered Case Management Services
Program 4367

A. **Description of Services to be Purchased:** This program funds client-centered case management services for low-income clients, age 60+ who live in Dane County. Low-income is determined as falling below 240% of the Federal Poverty Level. This program shall assess the needs of the client and the client's family, when appropriate, and arrange, coordinate, monitor, evaluate, and advocate for multiple services to meet specific complex needs and preferences. Client-centered case management is based on the recognition that a trusting and empowering direct relationship between case manager and client is essential to facilitate a client's use of services along a continuum of care and to restore or maintain independent functioning to the fullest extent possible. It requires the case manager to develop and maintain a professional relationship with the client, which may include linking the client with systems that provide needed advocacy, services, resources, and opportunities. The focus of case management is client centered, recognizing the importance of each client's interests, worth, and right to self-determination and confidentiality.

1. **Service Location:** PROVIDER shall provide Client-Centered Case Management Services in the residence of the senior adult. Clients may also receive the service over the telephone or walk into the PROVIDER'S office at 5510 E. Lacey Rd, Fitchburg, WI 53711.

2. **Persons to be Served:**

   a. **Target Population:** To be eligible for this service, a client must reside in the City of Fitchburg.

   b. **Eligibility Requirements:** The client must be age 60 (or older), live in his/her own home, apartment, or home of a family member, <u>and</u> fall below 240% of the Federal Poverty Level. Clients eligible for Medical Assistance case management or for case management paid for by COP or any other Waiver/Partnership program are <u>not</u> eligible for case management under this program. Two exceptions are allowed: clients requesting a home-delivered meal assessment and/or Medicare Part D enrollment assistance.

3. **Funding Source:** PROVIDER shall comply with all federal, state, and COUNTY requirements related to the funding source(s) for this program.

4. **Units of Service:** A unit of service is defined as one hour of paid staff time providing Client-Centered Case Management Services.

B. Program Specifications

1. Service Specifications:

a. Referrals: Referrals the client-centered case management will come primarily from senior dining site participants, social service agencies (to include the Aging & Disability Resource Center of Dane County), medical clinics, hospitals, and other professionals. PROVIDER (at it's discretion) may also accept referrals from individual senior adults and their families, neighbors and friends, and clergy. During the referral process, the case manager shall attempt to gather initial information from the client in order to determine what assistance is needed.

b. Assessment: Assessment shall be conducted during face-to-face meetings with the client and information shall be gathered to determine whether the person needs on-going case management services. If appropriate, the Client Intake and Functional Assessment forms shall be initiated. Requests for services shall be followed-up in a timely manner to determine eligibility for client-centered case management services.

c. Open Case: PROVIDER shall open a case by completing the following:
   1. The case manager has a face-to-face meeting with the client;
   2. The case manager determines on-going case management is required;
   3. The Client Intake and Functional Assessment Forms are complete;
   4. A Case Management Service Plan is developed; and
   5. A course of action for service is initiated.

   PROVIDER shall provide proof of client services through case notes. Case notes are documented proof the client has received service from the case manager. Case notes shall reflect the service plan developed with the client. A case shall remain open as long as the needs of the client are being met with the service plan. An open case shall involve continued contact with the case manager to include an annual reassessment. Two exceptions are allowed: case managers will open cases when providing home-delivered meal assessments and Medicare Part D enrollment assistance even if this is the only service provided to the client.

d. **Reportable Hours:** PROVIDER shall report specific, identifiable services for each client on the Dane County Monthly Client Service Report (610 Form). All reportable activities shall also be documented in case notes and shall include

the amount of time spent on the activity to the nearest quarter of an hour. (The client doing something for himself/herself is not reportable client-centered case management time.) Examples of case manager reportable services include time spent:

- Traveling to and from a client's home
- Arranging for medical services
- Arranging for meals on wheels
- Assisting in the completion of forms of some type
- Arranging for client transportation
- Arranging for home chore service
- Providing specific information
- Acting as an advocate on behalf of the client
- Contacting family members and/or professionals to gather information
- Assessing and enrolling clients for benefits
- Coordinating housing for clients
- Activities directly related to meeting the goals of the client's service plan
- Conducting home-delivered meal assessments and reassessments
- Providing Medicare Part D enrollment assistance/Plan Finder Reviews

e. Reporting: PROVIDER shall report specific, identifiable services for each client on the Dane County Monthly Client Service Report (610 Form). This form shall be completed and emailed to Dane County Human Services by the dates indicated in Schedule C. Electronic documents sent by email shall include the standard confidentiality statement. Case managers shall securely maintain appropriate and up-to-date documentation in support of the monthly reports requested by the COUNTY. The hours reported on the monthly 610 form for each client shall match/equal the hours of service documented in case notes.

f. Closed Case: The client-centered case management program has no time limit for a person to receive the service. In each case, the file shall be closed and be removed from the open case history count until reopened, or shall be archived for a period no less than seven (7) years. A case manager making a yearly phone call to a client to see how he/she is doing shall not be used to keep the case file open. The case manager shall close the file when the client withdraws from the program and/or the client's needs have been met. Cases shall be closed by the PROVIDER when any of the following events occurs:

1. There is no activity on a client file for a period of one year; or
2. The client withdraws from the program or no longer needs client-centered case management services; or

3. The client enrolls in a Medicaid Waiver Long-Term Care Program (e.g., COP, CIP, Partnership); or
4. The client enters a nursing home or CBRF; or
5. The client moves to a residence outside of Dane County; or
6. The event of the client's death.

g. Information & Assistance (I&A): This program provides information to the general public about services, resources, and programs in areas such as: disability and long-term care related services and living arrangements, health, adult protective services, employment and training for people with disabilities, transportation, home maintenance, and nutrition. While it is the preference of the COUNTY to refer consumers seeking I&A to the Aging and Disability Resource Center (ADRC) of Dane County, the COUNTY is aware consumers may access this type of assistance through the PROVIDER. This activity outside of on-going client-centered case management is not funded by the COUNTY. ADRC I&A activities are not to exceed a period of 90 days and are thus not considered on-going client-centered case management services.

2. **Frequency of Contact:** PROVIDER shall maintain and document contact with each client at least once during the year.

3. **Service Hours/Days:** PROVIDER shall maintain program service hours Monday through Friday, 8:30 am-4:30 pm, and other hours by appointment.

4. **Length of Service:** This program has no time limit for a client to receive the service.

5. **Service Termination:** PROVIDER shall terminate services to the client when:

   a. There is no activity on a client file for a period of one year; or
   b. The client withdraws from the program or no longer needs client-centered case management services; or
   c. The client enrolls in a Medicaid Waiver Long-Term Care Program (e.g., COP, CIP, Partnership); or
   d. The client enters a nursing home or CBRF; or
   e. The client moves to a residence outside of Dane County; or
   f. The event of the client's death.

6. **Referral/Application Process:** Referrals to the program come primarily from senior dining site participants, social service agencies (to include the Aging & Disability Resource Center of Dane County), medical clinics, hospitals, and other professionals. PROVIDER (at it's discretion) may also accept referrals from individual senior adults and their families, neighbors and friends, and clergy.

Referrals are received by contacting the PROVIDER'S office Monday through Friday. During the referral process, the PROVIDER shall gather initial information from the client in order to determine what assistance is needed.

7. **Capacity/Waiting List:** PROVIDER shall give priority to senior adults most at risk. This includes victims of elder abuse and neglect and persons with dementia. PROVIDER shall maintain a waiting list including a description of the person's current situation. PROVIDER will notify AAA when a waiting list occurs and provide updates when changes occur.

8. **PROVIDER Responsibilities:** During the term of this Agreement, PROVIDER shall:

   a. Require case management staff to adhere to the National Association of Social Worker's Code of Ethics, Dane County Client-Centered Management Standards, and Dane County Client-Centered Case Management Policy & Procedures;
   b. Require at least one case manager in attendance at each COUNTY coordinated case management training;
   c. Require PROVIDER director (or designated staff member) to attend COUNTY coordinated Focal Point Director meetings;
   d. Report specific, identifiable services for each client/consumer on the Dane County Monthly Client Service Report (610 Form). All reportable activities shall also be documented in case notes and shall include the amount of time spent on the activity to the nearest quarter of an hour. This form is to be completed and emailed to Dane County Human Services by the dates indicated in Schedule C. The hours reported on the monthly 610 form for each client/consumer shall match/equal the hours of service documented in case notes;
   e. Require case management staff to complete and submit a Quarterly Client-Centered Case Management Report to the COUNTY as described in Schedule C;
   f. Require case management staff to include the standard confidentiality statement in all electronic documents sent by email;
   g. Require case management staff to offer their clients an opportunity to receive an injury prevention/home safety check and assistance in eliminating home safety dangers;
   h. Require case management staff to provide their clients a directory that includes the telephone numbers for the Aging and Disability Resource Center of Dane County, Dane County Emergency Management's Disaster Preparedness Registry, Elder Abuse Helpline, and Senior Focal Points;
   i. Require case management staff to conduct home-delivered meal eligibility assessments within four (4) weeks of start of service. Reassessments will be completed annually for ongoing participants and more frequently as necessary

to determine continued eligibility. The assessment/reassessment will be forwarded to the appropriate home-delivered meal provider;

j. Require case management staff to conduct Medicare Part D enrollments and provide Medicare counseling for new beneficiaries;
k. Complete and submit an annual Emergency Planning Guide by the date indicated in Schedule C;
l. Collaborate with DCDHS staff to distribute a satisfaction survey annually for Client-Centered Case Management clients to complete;
m. Require case management staff to refer MA eligible clients whenever he/she appears to meet the criteria for MA Case Management; and
n. Require case management staff to collect, record, and submit State Health Insurance Program (SHIP) participant data by the date indicated in Schedule C

9. **COUNTY Responsibilities:** During the term of this Agreement COUNTY agrees to:

a. Facilitate case management trainings for PROVIDER's case management staff;
b. Provide all standardized client-centered case management forms and reporting mechanisms to the PROVIDER;
c. Collaborate with agency staff to distribute a satisfaction survey annually for Client-Centered Case Management clients to complete and provide results/findings of the survey by January 10, 2017; and
d. Provide funding for this program (as indicated on the Program Summary).

C. Program Evaluation

1. **Goals:** The goal of the client-centered case management program is to provide senior adults in Dane County the support they need to achieve and maintain optimum independence in their community through the assessment of need and the coordination and monitoring of community-based services. Client-centered case management optimizes client functioning by a thorough assessment of needs. Using this assessment, the case manager, with the client's input, develops a plan that provides services in the most efficient and effective manner. Client-centered case management rests on a foundation of professional training, values, knowledge, theory, and skills used in the service of attaining goals that are established in conjunction with the client and the client's family and/or significant individuals, when appropriate. Client-centered case management is ongoing, and includes the following specific goals:

a. To promote and enhance, when possible, the skills of the client in accessing and utilizing supports and services

b. To develop the capacities of social networks and relevant human services providers to promote the functioning and well-being of the client to enable their independence
c. To promote service effectiveness while providing services and supports in the most efficient manner possible
d. To link, create, and promote formal and informal systems to provide the client with resources, services, and opportunities

2. **Performance Indicators:** The following measures shall be used to evaluate program effectiveness:

   a. PROVIDER shall serve a minimum of 120 unduplicated clients with client-centered case management services in 2016;
   b. PROVIDER shall provide a minimum of 1,250 service hours of client-centered case management services in 2016; and
   c. Compliance shall also be measured by timely submission of required reports as described in Schedule C.

D. **Other Requirements:**

1. COUNTY may withhold monthly payment in the event of contract non-compliance.

2. The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support older adults, adults with disabilities, their families and caregivers by providing useful information, assistance, and education on community services and long term care options.

   a. PROVIDER may refer individuals seeking information on adult services and long term care options to the ADRC;
   b. PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandum of understanding, and other areas related to the ADRC's mission; and
   c. If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall ensure the data is accurate and shall update the data whenever necessary.

3. PROVIDER understands the system of care for its consumers that may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services and any Probation and Parole orders/rules.

a. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
   i. PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
      1. The guardian's name, current address, phone number, and e-mail address.
      2. A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
      3. A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
   ii. Nonemergency transfer of protective placement. If PROVIDER initiates a transfer/change of residential placement of a person under a protective placement order, it shall provide notice of transfer to the Probate Office, the guardian(s), the case manager/broker, COUNTY's Adult Protective Services Unit, and the consumer with 10 days prior written notice. PROVIDER must obtain written consent of the guardian prior to transfer. PROVIDER must have a safe discharge plan.
   iii. Emergency transfer of protective placement. If PROVIDER initiates an emergency residential transfer of a person under a protective placement order, it shall no later than 48-hours after the transfer provider notice of transfer to the Probate Office, the guardian(s), COUNTY's Adult Protective Services Unit and the consumer. PROVIDER must have a safe discharge plan.
   iv. Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24-hours prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48-hours of the transfer.
   v. The PROVIDER, when requested, shall submit on a timely basis a complete, clear, and signed WATTS Annual Review Form.
   vi. The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.
   vii. Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
   viii. When requested, PROVIDER shall provide testimony in court hearings.
   ix. To facilitate the acquisition of medical reports required for Court Hearings, the PROVIDER, when requested shall schedule an appointment with the appropriate physician or psychologist and shall take the consumer to the

appointment or otherwise assure the consumer's presence at the appointment.

b. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54, and 55.

c. PROVIDER is responsible for meeting any Adult at Risk or Elder Adult at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. In addition upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adult at Risk or Elder Adult at Risk referrals received by the COUNTY regarding any consumer the PROVIDER serves in consultation with the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.

9/3/15
CLB

Program Summary Form

Created:	9.17.15	Contract #:	83311	Provider:	City of Fitchburg
Revised:		Division:	Adult Community Services	Funding Period:	January 1, 2016 through December 31, 2016

Contract Maximum Service Costs: Subject to the provisions specified elsewhere in this contract, the following summarizes and sets forth the rates and maximum payments available for services under this contract.

	Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a.	4385	4385	ACCCLFSC	CMMAAA	MA Case Management	604	7	0	25.20	317	$ 8,000	$ -	$ 8,000	600/610
b.												$ -		
c.											$ -	$ -	$ -	
d.											$ -	$ -	$ -	
e.											$ -	$ -	$ -	
f.											$ -	$ -	$ -	
g.											$ -	$ -	$ -	
h.											$ -	$ -	$ -	
I.											$ -	$ -	$ -	
j.											$ -	$ -	$ -	
										Total	$ 8,000	$ -	$ 8,000	

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The section below is to be used to further define the information above.

*Other Revenue-Include here the source and related amount for each program:

a.	Staff hours defined as unit of service. Restricted revenue: $8000 Medical Assistance.	
b.		
c.		
d.		
e.		
f.		
g.		
h.		
I		
j.		

Standard Program Category (SPC) Code Description:

a. 604 Case Management

b.

Contract Manager(s)/Programs: Freeman

Accountant(s)/Programs: Mary Timme

2016 SCHEDULE A

City of Fitchburg

Program Number: 4385

SPC 604 Case Management

The provision of services by providers whose responsibility is to enable clients and when appropriate clients' families to gain access to and receive a full range of appropriate services in a planned, coordinated, efficient, and effective manner. Case managers are responsible for locating, managing, coordinating, and monitoring all services and informal community supports needed by clients and their families. Services may include, but are not limited to: assessment/diagnosis; case planning, monitoring and review; advocacy; and referral.

A. Description of Services to be Purchased:

To provide older adults the support they need to remain safe in their own homes and community by identifying resources, coordinating supportive services, and assisting the older adult in developing a safety plan.

1. **Service Location:** The service is provided in the home of the older person, or at the PROVIDER's OFFICE.

B. Performance Indicators:

1. **Goals:**

To enable older adult to receive the support they need to remain safe in their own homes and communities.

2. **Performance Indicators:**

PROVIDER shall cooperate with COUNTY in 2016 to develop a program logic model, outcomes, and indicators to evaluate the case management program. A base survey of Aging Focal Points case management providers' for older adults was conducted in 2014 using the Administration for Community Living Performance Outcome Measurement Project (POMP) case management survey instrument.

C. Persons to be Served:

a. Target Population/Eligibility Guidelines: To be eligible for this service an individual must be age 60 and over, eligible for Medical Assistance, and reside in the City of Fitchburg.
b. Funding Source: Federal and State Medical Assistance funds.
c. Units of Services: Annual units billed to the Medical Assistance program.

D. Program Specifications:

1. Referral Process: Referrals to the program come from individual older adults and their families, neighbors and friends, social service agencies, medical clinics, clergy, hospitals

and other helping professions. Referrals are received by contacting the PROVIDER's OFFICE during normal business hours.

2. Capacity/Waiting List: When staff capacity has reached its maximum limit, the PROVIDER agrees to give priority to older adults at risk. The PROVIDER should keep a waiting list, including a description of the current situation.
3. Service Hours/Days: Service is offered primarily Monday through Friday during the normal business hours.
4. Length of Service: There is no limit to the length of time a person may receive the service.
5. Service Termination: The service will terminate when an individual terminates the service or when the individual dies or placed in a nursing home or CBRF, or when the PROVIDER determines the program no longer is able to respond to individual needs.

E. Other Features and Reporting Requirements

1. To bill Medical Assistance for the provision of case management services.
2. To submit billing claims to the COUNTY'S contacting agency no later than 25th day of each month.
3. To attend case management and billing trainings offered by the COUNTY.
4. To meet the Medical Assistance and State requirements for providing Case Management services.
5. At a minimum contact each MA client once per month and develop an assessment and case plan once per year.
6. Case Management services is reported on the COUNTY's Monthly Client Services Report (600/610), and submitted to the COUNTY no later than the tenth (10th) working day of each month.
7. PROVIDER is responsible for meeting any Adults at Risk reporting obligations it has pursuant to Wisconsin Statutes Chapters 46 and 55. Upon request of the COUNTY, PROVIDER will assist the COUNTY in investigating Adults at Risk referrals received by the COUNTY regarding the consumers, age 18 – 59, whom the PROVIDER serves. In some situations, the COUNTY will assign a lead investigator and request that the PROVIDER assist in the investigation. In other situations, the COUNTY will assign the PROVIDER as the lead investigator, with consultation available from the COUNTY Contract Manager or designee and the COUNTY's Adult Protective Services Unit.
8. Aging and Disability Resource Center
   The mission of the Aging and Disability Resource Center of Dane County (ADRC) is to support seniors, adults with disabilities, their families and caregivers by providing useful information, assistance and education on community services and long term care options. PROVIDER is invited to refer individuals seeking information on adult services and long term care options to the ADRC; When asked by the ADRC, PROVIDER shall cooperate with ADRC staff in developing referral protocols, memorandums of understanding and other areas related to the ADRC's mission; and If PROVIDER has services listed in the database jointly managed by the ADRC and United Way 2-1-1, PROVIDER shall assure that the data is accurate and shall update the data whenever necessary.

SCHEDULE B - FISCAL

CITY OF FITCHBURG

NUTRITION PROGRAM #1225

As required by the Older Americans Act and the Wisconsin Bureau on Aging, the PROVIDER shall collect nutrition donations from persons who participate in the nutrition program. Persons age 60 and over are not obligated to make a contribution and shall not be required to do so. However, persons age 60 and over should be encouraged to contribute what they can reasonably afford to help defray the cost of the meal. Efforts may be made to increase the average donations, but such efforts should be positive in nature and should not discourage the participation of individuals who are unable to increase the amount of their donation.

All donations collected are the property of the COUNTY and shall be submitted monthly to the COUNTY. Per Wisconsin Bureau on Aging and Disability Resources requirements, collected donations shall be counted daily by two persons, both of whom should sign daily a register verifying the amount collected. The full amount of the collected donations shall be deposited in a bank or savings institution daily in an account designated for nutrition donations only. The deposited donations should be forwarded to the COUNTY monthly.

MA CASE MANAGEMENT PROGRAM #4385

METHOD OF PAYMENT 4 – OTHER:

1. Funding for this program will be paid to PROVIDER, up to the contract amount, **only** if PROVIDER earns the funding through billing the Wisconsin Medical Assistance Program.

2. PROVIDER shall submit monthly vouchers to COUNTY for the amount of MA Case Management services paid by the State to the COUNTY based on Remittance and Status Advice reports received by PROVIDER that indicate the amount paid (which may or may not equal the amount billed).

3. COUNTY will pay PROVIDER, on a cash basis; meaning PROVIDER payments will be based on the dates COUNTY receives payment from the State rather than the dates of billed services. In the event PROVIDER no longer delivers MA Case Management services due to the conclusion of the contractual relationship, PROVIDER shall continue to be paid, under this agreement and only up to the contracted amount for the program, for up to three months for MA Case Management revenue earned by PROVIDER and paid to COUNTY.

4. PROVIDER shall be exempt from the requirements in Section C, XXVIII – Financial Provisions, Item G – Budgets and Personnel Schedules

5. PROVIDER shall be exempt from the requirements in Section C, XXVIII – Financial Provisions, Item M – Expense Reports.

WISCONSIN MEDICAID COST REPORTING (WIMCR)
ADDENDUM

This Addendum sets forth the following reporting requirement for all programs where PROVIDER provides one or more of the following Medicaid services:

A. Case Management (CM)
B. Community Support Program (CSP)
C. Crisis Intervention – Hourly (CI)
D. Outpatient Mental Health and Substance Abuse in the Home or Community (OPMHSA)
E. Personal Care (PC)

PROVIDER agrees to submit monthly, in the format requested by COUNTY, direct employee names, job titles, credentials, costs and hours. This report is due by the 30th of each month following the month of service.

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports have specific due dates as provided below:

REPORT	WHERE SUBMITTED	DUE DATE
Affirmative Action Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	January 15, 2016 (15 days after Agreement effective date.)
Civil Rights Compliance Plan (Unless PROVIDER is exempt.)	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	On or before the effective date of the Agreement.
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Officer Office of Equal Opportunity 210 Martin Luther King, Jr. Blvd. Rm. 421 Madison, WI 53703	Within 10 days of complaint or findings.
Certificate of Insurance listing Dane County as additional insured.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	At the time the Agreement is signed.
Living Wage Survey	Dane County Department of Human Services Program Analyst 1202 Northport Dr. Madison, WI 53704	June 15, 2016
Certification of Compliance with Dane County's Living Wage Ordinance.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704	March 24, 2016
Program Budget and Supporting Personnel Schedule (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	February 25, 2016 (56 days after Agreement effective date.) Final Revisions due January 25, 2017
Quarterly Expense Reports (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	April 25, July 25, and October 25, 2016; and January 25, 2017
Annual Audit (Unless PROVIDER is exempt.)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	June 30, 2017, or 180 days after the end of PROVIDER's fiscal year.
Notice of Financial Instability	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	Upon triggering event occurring that requires notice.
Client Registration/Client Services Reports.	Client Registration is faxed to 242-6288. Client Services Reports are submitted electronically to your assigned keyer.	February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2016 and January 5, 2017
Quarterly Client Services Reports	County Designee	May 1, 2016, August 1, 2016, November 1, 2016 and final quarter due April 1, 2017
Certification of Compliance with Dane County's Equal Benefits Requirement	Dane County Department of Human Services Ground Floor 1202 Northport Dr. Madison, WI 53704	December 31, 2016

SCHEDULE C REPORTING REQUIREMENTS

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. There are three changes to Schedule C (re: **Client-Centered Case Management Services**):

1. Quarterly Client Services Reports should be changed to:

REPORT	WHERE SUBMITTED	DUE DATE
Quarterly Client-Centered Case Management Report	Submitted electronically to: aaa@countyofdane.com	10 April, 10 July, and 10 October 2016; and final quarter due 10 January 2017

2. Emergency Planning Guide should be added:

REPORT	WHERE SUBMITTED	DUE DATE
2016 Emergency Planning Guide	Submitted electronically to: aaa@countyofdane.com	1 February 2016

3. SHIP Participant Data should be added:

REPORT	WHERE SUBMITTED	DUE DATE
State Health Insurance Program (SHIP) Participant Data	Submitted electronically to: aaa@countyofdane.com	20th of Each Month

2016 SCHEDULE C REPORTING REQUIREMENTS Pg.2

The Agreement requires some reports to be filed upon request and other reports to be filed at a particular time. The following reports for **Nutrition Site Management** have specific due dates as provided below:

Client Registration/Client Services Data Entry (Nutrition)	Client Registration/Nutrition Risk Assessment and ADL & IADL Assessment is entered in the SAMS data-entry system within 30 days of the onset of congregate or home delivered meals. Client Services (number of meals received each month) are entered into SAMS data-entry system by the 20th of the month following service.	20th of Each Month
Monthly Nutrition Report	Submitted Electronically to: aaa@countyofdane.com	20th of Each Month
Client Nutrition Education Report	Submitted Electronically to: browning.mary@countyofdane.com	20th of Each Month
Food Service Licensing & Inspection Reports	Submitted Electronically to: browning.mary@countyofdane.com	Within 10 days of Receipt

HIPAA BUSINESS ASSOCIATE ADDENDUM

This Addendum amends and is hereby incorporated into the existing Purchase of Service Agreement No. **83311** ("Agreement"), entered into by and between the County of Dane (hereinafter referred to as "COUNTY") and **City of Fitchburg** (hereinafter "PROVIDER").

COUNTY and PROVIDER mutually agree to modify the Agreement to incorporate the terms of this Addendum to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), and HIPAA's implementing regulations, Title 45, Parts 160 and 164 of the Code of Federal Regulations ("Security and Privacy Rules"), as amended, dealing with the security, confidentiality, integrity and availability of Protected Health Information as well as breach notification requirements. If any conflict exists between the terms of the original Agreement and this Addendum, the terms of this Addendum shall govern.

This Addendum is specific to those services and programs included in the Agreement in which PROVIDER may create, access, receive, maintain or transmit Protected Health Information on behalf of COUNTY and where it has been concluded that PROVIDER is performing specific functions on behalf of COUNTY that have been determined to be covered under the HIPAA Security and Privacy Rules. PROVIDER's activities within the Agreement may include, but are not limited to the following: (i) claims processing or administration, (ii) data analysis, processing or administration, (iii) utilization review, (iv) quality assurance, (v), billing, (vi) benefit management, (vii) practice management, (viii) other management or administrative functions, including legal, actuarial, accounting, consulting, or data management functions, or (ix) where PROVIDER is a health provider not otherwise subject to the Security and Privacy Rules, including other health service functions. PROVIDER is responsible for securely maintaining Protected Health Information on behalf of COUNTY, and for complying with the HIPAA Security and Privacy Rules, including, but not limited to breach notification rules, to the same extent as COUNTY.

1. Definitions:
   a. Protected Health Information (PHI) means any information, unless excluded from protection under the Security and Privacy Rules, whether oral or recorded in any form or medium, including Electronic Health Records, that: (i) relates to the past, present or future physical or mental condition of any Individual; the provision of health care to an Individual; or the past, present or future payment of the provision of health care to an Individual; and (ii) identifies the Individual, or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual. PHI includes demographic information.
   b. Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Security and Privacy Rules as a personal representative of the Individual.
   c. Breach means the unauthorized acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under the Privacy Rule that creates a significant risk of financial, reputational or other harm to the Individual.

d. Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable or indecipherable through the use of technology or methodology specified by the U.S. Secretary of Health and Human Services ("Secretary") that compromises the security or privacy of the PHI. Unsecured PHI is presumed to be compromised unless following a risk assessment that fairly considers the nature and extent of the breach and potential injury to affected Individuals, it is determined that the PHI has not been compromised.

e. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification or destruction of information or interference with system operations in an information system.

f. Capitalized terms used in this Addendum, but not otherwise defined, shall have the same meaning as those terms in the Security and Privacy Rules, as amended.

2. Prohibition on Unauthorized Use or Disclosure of PHI: PROVIDER shall not access, transmit, maintain, retain, modify, record, store, destroy, hold, use or disclose any PHI received from or on behalf of COUNTY except as permitted or required by the Agreement or this Addendum, as required by law, or as otherwise authorized in writing by COUNTY.

3. Use and Disclosure of Protected Health Information: PROVIDER may create, use or disclose PHI only for the following purposes:

   a. For the proper management and administration of the functions and activities related to the provision of healthcare services specified within the Purchase of Services Agreement.

   b. For meeting its obligations as set forth in any agreements between the parties evidencing their business relationship.

   c. As would be permitted by the Security and Privacy Rules if such use or disclosure were made by COUNTY or as required by applicable law, rule or regulation.

   d. For Data Aggregation purposes for the Health Care Operations of COUNTY.

   e. For use in PROVIDER's operations as outlined in paragraph 4. below.

   Disclosures of PHI shall, to the extent practicable, be limited to the applicable limited data set and to the minimum necessary information to accomplish the intended purpose of the use, disclosure or request.

4. Use of PHI for PROVIDER's Operations: PROVIDER may use and/or disclose PHI it creates for, or receives from, COUNTY to the extent necessary for PROVIDER's proper management and administration, or to carry out PROVIDER's legal responsibilities, only if:

   a. The disclosure is required by law, and only to the extent required by law.

   b. PROVIDER obtains reasonable assurances, evidenced by written contract, from any person or organization to which PROVIDER shall disclose such PHI that such person or organization shall:

      (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which PROVIDER disclosed it to the person or organization, or as required by law; and

      (ii) Agree to the same restrictions and conditions as imposed on PROVIDER by this Addendum.

(iii) Notify PROVIDER, who shall in turn promptly notify COUNTY, of any Security Incident or Breach of PHI.

c. PROVIDER keeps COUNTY informed of the identities of all such persons or organizations having access to PHI created, received, maintained or transmitted on behalf of COUNTY.

5. Notice of Privacy Practices: For the purpose of PHI created or maintained for COUNTY covered by this Agreement, PROVIDER will not maintain Notice of Privacy Practices providing less protection than stated in COUNTY's Notice of Privacy Practices.

6. Safeguarding of PHI: PROVIDER shall develop, implement, maintain, use and regularly review appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, including electronic storage and transmission, received from, created, received, maintained or transmitted by PROVIDER on behalf of COUNTY. PROVIDER will maintain policies and procedures to protect against the identity theft of client/consumer information. PROVIDER shall document, periodically review and keep these security measures current, consistent with the Security and Privacy Rules. PROVIDER shall cooperate and respond in good faith to any reasonable request from COUNTY to discuss and review PROVIDER's safeguards.

7. Subcontractors and Agents. If PROVIDER provides any PHI received from, created or maintained on behalf of COUNTY to a subcontractor or agent, PROVIDER shall require in writing the same safeguards and restrictions no less stringent than required by this Addendum. PROVIDER will also inform such subcontractors and agents that they are subject to the Security and Privacy Rules by virtue of this Addendum.

6. Compliance with Electronic Transactions and Code Set Standards: If PROVIDER conducts any Standard Transaction for, or on behalf, of COUNTY, PROVIDER shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. PROVIDER shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of COUNTY that:

   a. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard.

   b. Adds any Health Information elements or segments to the maximum defined Health Information Set.

   c. Uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification(s) or are not in the Standard's Implementation Specifications(s).

   d. Changes the meaning or intent of the Standard's Implementations Specification(s).

7. Access to PHI: At the direction of COUNTY, PROVIDER agrees to provide access to PHI held by PROVIDER which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY. This access will be provided to COUNTY or, upon advance notice to COUNTY, to an Individual, in order to meet the requirements under the Security and Privacy Rules.

8. Amendment or Correction to PHI: At the direction of COUNTY, PROVIDER agrees to amend or correct PHI held by PROVIDER and which COUNTY has determined to be part of COUNTY's Designated Record Set, in the time and manner designated by COUNTY.

9. Reporting of Security Incidents Involving PHI: PROVIDER shall report to COUNTY the discovery of any Breach of or Security Incident involving PHI. PROVIDER shall make the report to COUNTY's Privacy Official not less than one (1) business day after PROVIDER learns of such Breach or Security Incident. PROVIDER's report of a Breach shall identify as applicable: (i) each individual protected by the Agreement whose PHI has been, or is reasonably believed by PROVIDER to have been breached, accessed, acquired or disclosed, (ii) the nature of the unauthorized use or disclosure, (iii) the PHI used or disclosed, (iv) who made the unauthorized use or received the unauthorized disclosure, (v) PROVIDER's risk analysis of financial, reputational or other harm that may result, (vi) what PROVIDER has done or shall do to mitigate any deleterious effect of unauthorized use or disclosure, (vii) what notifications PROVIDER has or shall make resulting from a Breach of Unsecured PHI, and (viii). what corrective action PROVIDER has taken or shall take to prevent future similar unauthorized use or disclosure. PROVIDER shall provide such other information, including a written report, as reasonably requested by COUNTY's Privacy Official.

10. Mitigating Effect of Unauthorized Disclosure or Misuse of PHI: PROVIDER agrees to mitigate, to the extent practicable, any harmful effect that is known to PROVIDER of a Breach, including, if necessary, payment of the cost of credit monitoring. PROVIDER will cooperate with COUNTY's efforts to seek corrective and mitigation actions.

11. Notification Requirements In Event of Unauthorized Disclosure or Misuse of PHI received, maintained or transmitted on behalf of COUNTY: PROVIDER agrees, at its own cost and after obtaining consultation and agreement from COUNTY, to no later than 60 days following a Breach to:
    a. Provide written notice to the Individual or next of kin if the Individual is deceased, as required by law.
    b. If contact information is insufficient to provide notice to an individual, provide a substitute form of notice; and, where there are 10 or more Individuals with insufficient contact information, make a conspicuous posting as required by the Secretary as provided on the Secretary's official web site.
    c. If breach involves the PHI of more than 500 Individual residents of the state, notify prominent media outlets.
    d. Include in notice to Individuals: (i) a brief description of what happened; (ii) a description of the type of information involved; (iii) steps Individuals should take to protect themselves from potential harm resulting from the Breach; a description of what is being done to investigate the Breach, mitigate losses and protect against further breaches; and (iv) contact procedures for Individuals to obtain further information.
    e. Comply with any other notice requirements of the Security and Privacy Rules, or guidance statements of the Secretary, as from time to time amended.
    f. Reporting all actions taken to COUNTY.

12. Log of Unauthorized Disclosure or Misuse of PHI: PROVIDER shall maintain a log of any Breach of PHI covered by this Addendum and shall annually submit such log to the Secretary and to COUNTY. PROVIDER shall provide immediate notice to the Secretary and COUNTY of any breach of the PHI of 500 or more Individuals.

13. Tracking and Accounting of Disclosures: So that COUNTY may meet its accounting obligations under the Security and Privacy Rules,
    a. Disclosure Tracking. Unless excepted under subsection (b) below, PROVIDER will record for each disclosure of PHI it makes that PROVIDER creates or receives for or from COUNTY (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom PROVIDER made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which PROVIDER makes to the same person or entity, including the COUNTY, for a single purpose, PROVIDER may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. PROVIDER will make this log of disclosure information available to the COUNTY within five (5) business days of the COUNTY's request.
    b. Disclosure Tracking Time Periods. PROVIDER must have available for the Individual and COUNTY the disclosure information required by this section for the six-year period preceding the request for the three-year period preceding a request for the disclosures of Electronic Health Records made for purpose of Treatment, Payment and Health Care Operations.

14. Accounting to COUNTY and to Government Agencies: PROVIDER shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of or created for COUNTY available to COUNTY, or at the request of COUNTY, to the Secretary or his/her designee, in a time and manner designated by COUNTY or the Secretary or his/her designee, for the purpose of determining COUNTY's compliance with the Security and Privacy Rules. PROVIDER shall promptly notify COUNTY of communications with the Secretary regarding PHI provided by or created by COUNTY and shall provide COUNTY with copies of any information PROVIDER has made available to the Secretary under this provision.

15. Prohibition on Sale of Protected Health Information: PROVIDER shall not receive remuneration in exchange for any PHI of an Individual received from or on behalf of COUNTY.

16. Response to Subpoena: In the event that PROVIDER receives a subpoena or similar requirement for the production of PHI received from, or created on behalf of COUNTY, PROVIDER shall promptly forward a copy of such subpoena to the Director of the Dane County Department of Human Services to afford COUNTY the opportunity to timely respond to the demand for its PHI as COUNTY determines appropriate.

17. Termination:
    In addition to the rights of the parties established by the underlying Agreement, if COUNTY reasonably determines in good faith that PROVIDER has materially

breached any of its obligations under this Addendum, COUNTY, in its sole discretion, shall have the right to:

a. Exercise any of its rights to reports, access and inspection under this Addendum; and/or
b. Require PROVIDER to submit to a plan of monitoring and reporting, as COUNTY may determine necessary to maintain compliance with this Addendum, and/or
c. Provide PROVIDER with a reasonable period to cure the breach; or
d. Terminate the Agreement immediately.

17. Return or Destruction of PHI: Upon termination, cancellation, expiration or other conclusion of PROVIDER's contractual relationship with COUNTY, PROVIDER shall:

a. Return to COUNTY or, if return is not feasible, destroy all PHI and all Health Information in whatever form or medium that PROVIDER received from or created on behalf of COUNTY. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of PROVIDER. In such case, PROVIDER shall retain no copies of such information, including any compilations derived from and allowing identification of PHI. PROVIDER shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of PROVIDER's contractual relationship with COUNTY. Within such thirty- (30) day period, PROVIDER shall certify on oath in writing to COUNTY that such return or destruction has been completed.
b. If PROVIDER destroys PHI, it shall render the PHI completely unusable, unreadable, and undecipherable to unauthorized persons using approved methods. Electronic redaction is an insufficient method of destruction.
c. If PROVIDER believes that the return or destruction of PHI is not feasible, upon mutual agreement of the Parties, PROVIDER shall extend the protections of this Addendum to PHI received from or created on behalf of COUNTY, and limit further uses and disclosures of such PHI, for so long as PROVIDER maintains the PHI.

18. Miscellaneous:

a. Automatic Amendment. Upon the effective date of any amendment to the regulations promulgated by the Secretary with regard to PHI, this Addendum shall automatically amend so that the obligations imposed on PROVIDER remain in compliance with such regulations.
b. Interpretation. Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits COUNTY to comply with the Security and Privacy Rules.
c. Indemnification. PROVIDER shall defend and hold COUNTY harmless from all costs, including attorney fees, resulting from PROVIDER's failure to meet any of its obligations under this Addendum.
d. Independent Contractor Status. Nothing in this Agreement shall be interpreted to alter PROVIDER's independent contractor status with COUNTY.

IN WITNESS WHEREOF, the undersigned has caused this Addendum to be duly executed in its name and on its behalf.

For PROVIDER:

By: _____

_____
(Print or type name)

Title: _____

Date: _____