

Dane County Contract Cover Sheet

Revised 06/2021

Res 272
Significant

BAF # 21192
Acct: DRS
Mgr: LILLETHUN
Budget Y/N: N

Dept./Division	Human Services /HAA		
Vendor Name	Fiscal Assistance Inc.	MUNIS #	2680
Brief Contract Title/Description	2022 contract for Admin support services for the purpose of administering rental assistance program payment for Rehousing Program participants		
Contract Term	1/1/2022 - 12/31/2022		
Contract Amount	\$ 100,000.00		

Contract # Admin will assign	14550
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Carol Richards, Exec Director
Phone #	608-242-6391	Phone #	608-846-7058
Email	dcdhscontracts@countyofdane.com	Email	carolr@fiscalassistance.org
Purchasing Officer			

Purchasing Authority	<input type="checkbox"/> \$11,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$11,000 – \$37,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$37,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$37,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$37,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	

MUNIS Req.	Req # 674	Org: 80000	Obj: 30024	Proj: HSFA1	\$ 100,000.00
	Year 2022	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	272
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input checked="" type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input type="checkbox"/> Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee
<i>Shawn Tessman</i>

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
<i>Greg Brockmeyer</i>	<i>David Gault</i>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 12/6/21	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, December 7, 2021 10:06 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14550
Attachments: 14550.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 12/8/2021 2:51 PM	Approve: 12/8/2021 2:51 PM
	Rogan, Megan	Read: 12/7/2021 10:12 AM	Approve: 12/7/2021 10:12 AM
	Gault, David	Read: 12/7/2021 10:49 AM	Approve: 12/7/2021 10:51 AM
	Lowndes, Daniel		Approve: 12/7/2021 12:49 PM
	Stavn, Stephanie	Read: 12/7/2021 11:34 AM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14550

Department: Human Services

Vendor: Fiscal Assistance

Contract Description: Administer rental assistance program payment for Rehousing Program participants (Res 272)

Contract Term: 1/1/22 – 12/31/22

Contract Amount: \$100,000.00

Michelle Goldade

Administrative Manager

Dane County Department of Administration

Room 425, City-County Building

210 Martin Luther King, Jr. Boulevard

Madison, WI 53703

PH: 608/266-4941

Fax: 608/266-4425

TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays in accordance with COVID 19 response guidelines.

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2021 RES-272

**AWARDING A CONTRACT FOR HOTELS TO HOUSING FISCAL SERVICES
DCDHS – HAA DIVISION**

This project is funded with the County’s allocation of local aid authorized in the 2021 American Rescue Plan. Therefore, this resolution follows the format outlined in 2021 RES-013.

Justification

Authorizing Law: In March of 2021, the federal government authorized the \$1.9 trillion American Rescue Plan (ARP) stimulus bill authorizing additional funding to respond to and recover from the COVID-19 pandemic across multiple areas of need.

Dane County was allocated over \$106 million in ARP local aid. A portion of those funds have been committed to various efforts to prevent and end homelessness and limit spread of COVID-19 through efforts to provide social distancing in the congregate shelter system. Over \$8.2 million in ARP funding was approved for the Hotels to Housing rehousing initiative for use in 2022 in the 2022 Dane County Budget.

Response to the COVID-19 Pandemic: Preventing exposure to and spread of COVID-19 among households experiencing homelessness has been a pillar of Dane County’s pandemic response. Beginning in March of 2020, Dane County funded non-congregate hotel shelter operations and assisted with other congregate shelter expansions to quickly create critical social distancing in the community’s homeless shelter system, partnering with numerous hotels to provide rooms, and with the City of Madison, Public Health Madison-Dane County, and frontline agencies to administer the program.

In May of 2021, Dane County authorized the first phase of a historic effort to provide housing search, rental assistance, and case management services to people experiencing homelessness who are currently served by non-congregate shelter funded by Dane County. Referred to as Hotels to Housing, the program assists eligible households with up to two years of rental assistance and case management. 86 households have transitioned out of County-funded hotel shelter and into housing since the program began.

Following the results of a request for proposals (RFP) process, the Dane County Department of Human Services – Housing Access and Affordability Division (HAA) seeks to contract with Fiscal Assistance, Inc. to provide fiscal services for the Hotels to Housing initiative. The contract term will be January 1, 2022 to December 31st 2022.

As the fiscal services entity for the Hotels to Housing initiatives, Fiscal Assistance, Inc. will work in collaboration with Dane County and Hotels to Housing case management partners to make direct payments to landlords for clients who obtain housing through the program. Direct payments will include rental/utility arrears, forward rent, utilities, and security deposits.

As a fiscal agent, Fiscal Assistance, Inc. has distributed \$583,500 in rent and housing related payments on behalf of 109 currently enrolled program participants since July 2021. Under their financial management, Fiscal Assistance has distributed ARP federal relief funding for the following hotels-to-housing program costs:

- Rent Expense: \$395K

DANE COUNTY CONTRACT # 14550



of Pages Including Schedules: 11
Begin Date: 1/1/2022
Expiration Date: 12/31/2022
Authority: Res. #272, 2021
Department: Dept. of Human Services
Maximum Cost: \$100,000
Registered Agent:
Registered Agent Address:

THIS AGREEMENT, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Fiscal Assistance, Inc. (hereafter, "PROVIDER"),

WITNESSETH:

WHEREAS COUNTY, whose address is 1202 Northport Drive, Madison, WI 53704, desires to purchase services from PROVIDER for the purpose of ARP Rehousing Program Payment Administration; and

WHEREAS PROVIDER, whose address is 4646 S. Biltmore Lane, Madison WI 53718 is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and 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:

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 1 hereof. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

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 commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.

- C. 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 nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

III. ASSIGNMENT/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, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys 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 promptly provide notice of any such assignment or transfer to COUNTY.

IV. TERMINATION:

A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.

B. 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 States 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.

C. 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, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. PAYMENT:

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. REPORTS:

PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.

VII. DELIVERY OF NOTICE:

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 above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. INSURANCE:

A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's 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, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.

B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, 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. 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. 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. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

Commercial General Liability.

PROVIDER agrees to maintain Commercial General Liability insurance 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.

Commercial/Business Automobile Liability.

PROVIDER agrees to maintain Commercial/Business Automobile Liability insurance 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.

Environmental Impairment (Pollution) Liability

PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability

policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.

Workers' Compensation.

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

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.

- 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. 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. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. 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.

IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

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 and 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.

X. NON-DISCRIMINATION:

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). 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.

XI. CIVIL RIGHTS COMPLIANCE:

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to 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 set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by 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. PROVIDER further agrees to cooperate with 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 PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, 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 COUNTY's 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 COUNTY's 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.

XII. COMPLIANCE WITH FAIR LABOR STANDARDS:

- A. Reporting of 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, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).
- 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."

XIII. MISCELLANEOUS:

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. 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 of either of the parties.
- 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. 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.

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:

Carol A Richards Exec Director
Carol Richards

12/2/2021
Date Signed

Amy Krumpfen Asst. Director
Amy Krumpfen

12/2/21
Date Signed

FOR COUNTY:

Joseph T. Parisi, Dane County Executive

Date Signed

Scott McDonell, Dane County Clerk

Date Signed

* [print name and title, below signature line of any person signing this document]

SCHEDULE A
Scope of Services
Fiscal Assistance, Incorporate
ARP Rehousing Program

1. Description of Service being purchased

This agreement purchases administrative support services (SPC 702 Agency / Systems Management) for the purpose of administering rental assistance program payments for Rehousing Program participants. Under this agreement, payments will be made on behalf of Dane County by the PROVIDER to landlords or utility companies to support rent and utility payment needs for program participating households.

This agreement covers administrative payment support through the initial phase of rehousing through the end of calendar year 2022.

2. Service location – Services are primarily provided via email and telephone from a central office.

3. Persons to be Served

3.1 The target population served consists of approximately 297 households to be placed in rental units by case management organizations. Payments will be made monthly by PROVIDER for individual households for each month of household residency.

3.2 Payments made to entities on behalf of Dane County will include rent and additional housing related payments based on individual case needs. Additional housing related payments may include utilities (not covered under the lease), security deposit, parking, and rental arrears payments as needed. Utility payments will not include costs associated with phone or cable.

4. Other Obligations

4.1 The COUNTY shall report to PROVIDER new household placements and related landlord contact information for account set-up and payment processing. PROVIDER shall perform outreach to payees for W-9 form completion and other records as necessary, as requested by the County.

4.2 PROVIDER shall expediently establish new household (beneficiary) and landlord (payee) program accounts upon notification of program participation by the COUNTY, and shall target initial rent payments to occur no more than two weeks from notification.

4.3 PROVIDER shall process rent payments monthly for all households from the date of placement. Partial month, or prorated payments, will be needed to reflect timing associated with program intake and establishment of new households and landlords.

4.4 PROVIDER shall schedule and process ongoing rent and utility payments to ensure payees receive payments by proper due date.

4.5 Monthly, the County shall report to PROVIDER an updated census (i.e., program participation roster) to reflect current housing status of participants. The monthly census will be used to account for residents no longer housed in the program and PROVIDER shall use the report to discontinue

rent payments. The census may additionally provide adjusted payment amounts owed to the payee if appropriate and PROVIDER shall adjust payee payment levels accordingly.

4.6 PROVIDER shall perform required Internal Revenue Service 1099 reporting to fulfill tax requirements for all payees at year-end.

5. Reporting Obligations

5.1 PROVIDER shall submit monthly financial payment detail that minimally reports a) identity of payee, b) beneficiary name, c) payment amount separated by payment type (rent vs. utilities), d) rental period, e) payment date. Reports will be submitted to COUNTY manager and COUNTY accounting designees.

5.2 PROVIDER shall maintain financial records to demonstrate that COUNTY funding sources are not comingled with other funding sources. These records will be made available to the COUNTY upon request.

5.3 PROVIDER agrees to provide the COUNTY with any other information needed to meet reporting requirements that may arise in association with this agreement.

SCHEDULE B

Pricing Structure and Payment

- 1) Ongoing reimbursement for program services shall be paid according to a unit-based method per household with administrative service costs accounted for in each rate.
 - a. A service unit rate of \$100 per household shall be paid to reflect initial household and related payee set-up. The initial set-up rate additionally covers the first month of rental payment processing for households.
 - b. A service unit rate of \$45 per household shall be paid for ongoing monthly payment administration and reporting following the initial month.
- 2) PROVIDER shall invoice COUNTY monthly for unit based payments with invoice detail showing 1) count of new households for period billed at \$100 per household and 2) count of ongoing household payments for period billed at \$45 per household. Invoices will be sent to the Dane County designated accounting representative supporting this contract.
- 3) Total contract reimbursement for payment administration shall not exceed \$100,000 under this contract.
- 4) January 2022 rent and related payments will be made under the prior 2021 contract with Fiscal Assistance. Any direct service client funding remaining at the end of 2021 contract period will be applied to 2022 direct service client funding for 2022 housing payments.
- 5) Ongoing pass-through payments to clients during the 2022 contract period will be funded through a quarterly fund transfer to the Provider based on an agreed upon estimated quarterly pass-through requirement. Actual payment experience throughout the contract period may require changes to the estimate and / or more frequent payments based on actual program growth.
- 6) Housing assistance related payments under this agreement are intended to be paid to landlords and other service providers on a month-to-month basis. Advance payments are not permitted without County approval.

SCHEDULE C
Reports

Reports required as per Schedule A.