

Dane County Contract Cover Sheet

Revised 06/2021

Res 198
Significant

BAF # 22140
Acct: DRS
Mgr: Ballweg
Budget Y/N: Y

Dept./Division	Human Services /HAA		
Vendor Name	Tenant Resource Center	MUNIS #	7728
Brief Contract Title/Description	Eviction & Foreclosure Defense - Direct Rental Assistance contract		
Contract Term	10/1/2022 - 12/31/2024		
Contract Amount	\$ 8,076,250.00		

Contract # Admin will assign	14850/85597
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	Robin Sereno, Director
Phone #	608-242-6391	Phone #	608-444-7761
Email	dcdhscontracts@countyofdane.com	Email	robin@tenantresourcecenter.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 type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	


MUNIS Req.	Req # 2344	Org: 80000	Obj: 30264	Proj:	\$ 8,076,250.00
	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 #	198
	<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	
Iheukumere, Astra	Digitally signed by Iheukumere, Astra Date: 2022.09.26 15:15:22 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 9/27/22	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, September 27, 2022 11:30 AM
To: Hicklin, Charles; Rogan, Megan; Lowndes, Daniel
Cc: Oby, Joe
Subject: Contract #14850
Attachments: 14850.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 9/28/2022 9:38 AM	Approve: 9/28/2022 9:38 AM
	Rogan, Megan	Read: 9/27/2022 11:32 AM	Approve: 9/27/2022 11:33 AM
	Lowndes, Daniel	Read: 9/27/2022 12:33 PM	Approve: 9/27/2022 1:07 PM
	Oby, Joe		

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

Contract #14850
Department: Human Services
Vendor: Tenant Resource Center
Contract Description: Contract for Eviction & Foreclosure Defense Assistance (Res 198)
Contract Term: 10/1/22 – 12/31/24
Contract Amount: \$8,076,250.00

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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2022 RES-198

**ACCEPTING FEDERAL FUNDS AND AWARDING AND AMENDING CONTRACTS
FOR EMERGENCY RENTAL ASSISTANCE
DCDHS – HAA DIVISION**

This project is funded with the County’s allocation of emergency rental assistance funds (ERA 2) 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.

The act included \$21.5 billion in funding for Emergency Rental Assistance (ERA 2). Dane County received and, in partnership with Urban Triage, Inc., distributed \$12.5 million of that amount to support local efforts to prevent evictions and provide housing stability.

Dane County has been approved for a reallocation of an additional \$27 million in ERA 2 from the United States Treasury. The funds were reallocated from the State of Wisconsin’s ERA 2 allocation, and granted to Dane County with the support of the State of Wisconsin.

Response to the COVID-19 Pandemic: Many renters have fallen behind on their rent, or are in need of assistance to pay future rent, due to continued hardship related to the COVID-19 pandemic’s effect on our economy. The CDC eviction moratorium expired on July 31st of 2021. The emergency rental assistance authorized in the American Rescue Plan can be used in a number of ways to help households in Dane County achieve housing stability and avoid eviction.

The Dane County Department of Human Services’ (DCDHS) Housing Access and Affordability Division (HAA) seeks approval to receive the additional \$27 million ERA 2 allocation, and to amend and award contracts with partners to administer these funds.

HAA requests approval for a contract amendment for Urban Triage, Inc. to continue to administer a portion of Dane County’s ERA 2 funding. The contract amendment totals \$15,297,960 and would extend the existing provider contract through December 31, 2023.

HAA also requests approval to award a contract to Tenant Resource Center Inc. to continue funding for direct assistance at court for tenants involved in eviction proceedings through the Eviction Diversion and Defense Partnership (EDDP). The contract award totals \$8,076,250. The contract term is November 1, 2022 – December 31, 2024.

\$2.7 million from the County’s total allocation will be set aside for housing stability services as allowed by the US Treasury’s regulations for the funding. Per the US Treasury, up to 10% of a grantee’s total ERA 2 allocation may be used for housing

52 stability staffing costs. Any legislative actions required related to allocation of housing
53 stability funds will be routed through the Dane County Board at a later date.

54
55 Up to \$170,000 of the County's allocation will be set aside for Neighborly platform use
56 fees to be paid to the City of Madison to allow Dane County and its program partners to
57 continue to utilize the platform for administration of the emergency rental assistance
58 program. Neighborly users are charged a .6% fee for every allocation of ERA funds
59 administered through the platform.

60
61 Duplication of Funding/Existing Partnerships and Programs: The funding is not
62 duplicative with other efforts, as duplication of effort is not allowed per federal
63 regulations.

64
65 Urban Triage has been administering ERA funds as a partner with Dane County since
66 August of 2021. The funds awarded in this resolution will continue that program.

67
68 The Tenant Resource Center has been providing payments at court for households
69 involved in eviction proceedings as a partner with Dane County since July of 2022. The
70 funds awarded in this resolution will help continue that program.

71
72 Both agencies were selected to administer their programs via a competitive RFP
73 process.

74
75 Guidelines: The federal government has passed detailed guidelines for the emergency
76 rental assistance funds authorized in the American Rescue Plan. For eligibility purposes,
77 grantees must only consider household income for 2020 or confirmation of the monthly
78 income that the household is receiving at the time of application, as determined by the
79 Treasury Secretary.

80
81 Up to 18 months of rental assistance can be provided per eligible household.
82 Households are eligible for assistance if one or more individual has qualified for
83 unemployment benefits, has experienced a reduction in household income, has incurred
84 significant costs, and/or has experienced other financial hardship due directly or
85 indirectly to the COVID-19 pandemic, and where one or more individual can
86 demonstrate a risk of experiencing homelessness or housing instability (a past due utility
87 or rent notice or an eviction notice, unsafe or unhealthy living conditions; or any other
88 evidence of such risk as determined by the grantee.)

89
90 Per federal guidelines, households that make 50% area median income (AMI) and below
91 and in which one or more member is unemployed and has been unemployed for longer
92 than 90 days must be prioritized among applicants.

93
94 The grantee must ensure recipients of emergency rental assistance funding do not
95 receive duplicate assistance from other federally funded rental assistance programs.

96
97 Per federal guidelines, landlords or owners may apply on behalf of tenants meeting the
98 eligibility requirements if the tenant cosigns the application, the landlord provides the
99 necessary documentation to the tenant, and the payments are used to pay the tenant's
100 rental obligation to the owner.

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102 **Expected Outcomes and Data Collection**

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Per the federal guidelines, information that must be collected by the grantee includes the number of eligible households that received assistance, the acceptance rate of applicants for assistance, the type of assistance provided to each eligible household, the average amount of funding provided per eligible household, the household income level based on 0-30, 31-50, 51-80% AMI, the average number of monthly rental payments that were received, and demographics of the primary recipient (race, gender, ethnicity per HUD definition).

Per the federal government, the information collected by the grantee must be reported to the US Treasury on a quarterly basis to maintain ERA 2 compliance. This information will be shared quarterly with the Dane County Board of Supervisors per 2021 RES-013.

NOW, THEREFORE, BE IT RESOLVED, that the County Board approves a contract amendment in the amount of \$15,297,960 with Urban Triage, Inc. and authorizes the County Executive and County Clerk to execute the contract documents, and authorizes the Controller to issue checks for payment of contract invoices.

<u>Vendor</u>	<u>Contract Amount</u>
Urban Triage, Inc.	\$15,297,960

BE FURTHER RESOVLED, that the County Board approves a contract in the amount of \$8,076,250with Tenant Resource Center Inc. and authorizes the County Executive and County Clerk to execute the contract documents, and authorizes the Controller to issue checks for payment of contract invoices.

<u>Vendor</u>	<u>Contract Amount</u>
Tenant Resource Center Inc.	\$8,076,250

BE FURTHER RESOVLED, that account 80000 80137 COVID RENTAL ASSIT II REVENUE be increased by an appropriation of \$27,000,000 and that account 80000 30264 COVID RENTAL ASST II EXPENSE be increased with an appropriation of \$27,000,000.

BE IT FURTHER RESOLVED, that unspent funds for the programs from 2022 be carried forward for expenditure in 2023.

BE IT FINALLY RESOLVED, that the County Board requests quarterly reports be shared with the members of the County Board, and that the Health and Human Needs Committee review the reports on a quarterly basis and discuss how the information presented addresses anticipated program outcomes.

DCDHS - COUNTY OF DANE
Purchase of Services Agreement

Agreement No: 14850/85597
Begin Date: 10/1/2022
Expiration Date: 12/31/2024
Authority: Res. NA
Maximum Cost: \$8,076,250
Number of Pages: 32
Corporation Counsel Approval: SHR

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Tenant Resouce Center, Inc. (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 1202 Williamson St, Ste 101, Madison WI 53703 for the purpose of:

Housing/Energy Assistance (SPC 106)

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 with the necessary training, supervision and qualifications 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 on the issue presented.
- G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all applicable state and federal statutes, rules, regulations, service standards, certifications and assurances.
- 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 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)

IX. ACKNOWLEDGEMENT OF COUNTY SUPPORT.

PROVIDER shall acknowledge funding support by COUNTY in all publications, including social media statements, regarding services and programs funded by COUNTY. PROVIDER agrees to display the Dane County Department of Human Services logo in its waiting rooms and incorporate the logo in all PROVIDER publications, websites and stationery that pertain to services funded in whole or in part by COUNTY.

X. ASSIGNMENT AND TRANSFER.

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement without the prior written consent of COUNTY, including the hiring of independent contract service providers, 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, if PROVIDER receives Medicaid funding or as these regulations otherwise apply to the services the PROVIDER provides or purchases with funds provided under this Agreement. Such requirements, where applicable, include:

- a. Holding protected health information (PHI) in confidence and using it or further disclosing it only for authorized purposes.
 - b. Having a Notice of Privacy Practices.
 - c. Developing and maintaining current and 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.
 - d. Maintaining policies and procedures to protect against the identity theft of client/consumer information.
 - e. Tracking disclosures of PHI as required by law.
 - f. Having and maintaining procedures in the event of a breach of PHI, logging security events, providing notices and mitigating damages as required by law.
2. Where PROVIDER has access to COUNTY's client records and discovers any breach or unauthorized acquisition, access, use or disclosure of such records, PROVIDER shall inform COUNTY within five (5) business days after PROVIDER learns of such breach involving COUNTY's clients.
 3. 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 Addendum, 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. 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.

XIV. 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 and made available to each client upon admission.
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.

XV. 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.

XVI. 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. 25.08(20)(c), 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."

XVII. 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.

XVIII. 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 XVII*, 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. 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.
 5. Workers' Compensation.
PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.
- 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.

XIX. LICENSE, CERTIFICATION AND STANDARD COMPLIANCE.

- A. **All Service Standards Met.** PROVIDER shall meet State and Federal service standards, certifications and assurances 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. **Background Checks.** PROVIDER agrees to do background checks for all its workforce, including interns and volunteers, having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law.
- C. **Debarment.** PROVIDER certifies that it is not debarred, suspended or declared ineligible from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.
- D. **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.
- E. **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.
- F. **Public Health Standards.** PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

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

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

XX. 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.

XXI. PATENTS, COPYRIGHTS 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. COUNTY is licensed to use information and materials in any publication produced by COUNTY resulting from joint projects between COUNTY and PROVIDER.

XXII. 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.

XXIII. 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. PROVIDER shall preserve Medicaid funded service and billing records for a period of not less than ten (10) years from the last service provided unless a shorter period or retention is specifically authorized by law. This provision survives the term of this contract.
- 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.

XXIV. 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.

XXV. 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 XIV B of this document.

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SECTION C
(Financial Terms)

XXVI. FINANCIAL PROVISIONS.

A. **Accounting.** PROVIDER shall maintain such records, financial statements and necessary evidences of accounting procedures and practices sufficient to document the funding received and disbursements made under this contract. Accounting records must be supported by such source documentation as cancelled checks/electronic payments, paid bills, bank statements, payrolls, time and attendance records, contract award documentation, etc. PROVIDER shall adhere to the *Wisconsin Department of Health Services and/or Wisconsin Department of Children and Families Allowable Cost Policy Manual(s)*, 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:

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

Program #'s 8219 & 8220

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, and a monthly accounting shall be made available to each client or his or her legal representative.

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 unless they 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 or NCUA-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) or National Credit Union Administration (NCUA) insurance coverage. For any balance exceeding FDIC or NCUA coverage PROVIDER must obtain additional insurance.
- L. **Donations.** PROVIDER shall account for donations in accordance with the *Wisconsin Department of Health Services and/or Wisconsin Department of Children and Families Allowable Cost Policy Manual(s)* and other applicable laws.
- 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. In determining the amount of annual funding provided by the COUNTY, the PROVIDER shall consider funds provided through all direct contracts with the COUNTY. If PROVIDER receives department funding less than \$100,000, it may request a waiver of this requirement.
 2. Audit Requirements: The audit shall be performed on behalf of PROVIDER by an independent certified public accountant and shall be conducted in accordance with generally accepted auditing standards, Wisconsin Statute Section 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office and the applicable state and federal regulations and guidelines, including but not limited to:
 - a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Chapters 1 and 2;
 - b. The State Single Audit Guidelines;
 - c. State of Wisconsin's Department of Health Services Audit Guide;
 - d. State of Wisconsin's Department of Children and Families Provider Agency Audit Guide.

3. When an audit is required, the audit shall include the following items:
 - a. Financial Statements of the overall agency, including the independent auditor's opinion on the statement.
 - b. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
 - c. Report on Compliance and a Report on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
 - d. Report on Compliance with Requirements Applicable to the Federal and State Program and a Report on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
 - e. A Supplementary Cost Reimbursement Award Schedule identifying expenses and revenues by funding source and program, including the independent auditor's opinion on the supplementary schedule. This schedule shall be presented in a worksheet format with programs and funding sources as columns, revenues and expenses as line items, with expenditures reflected by category as defined by COUNTY as allocated between "administrative" and "program" categories, and an excess or deficit computed at the foot of each column. Expenditure categories shall include: Personnel, Operating, Space, Special Costs, and Other Expenses.
 - f. For each program funded by COUNTY, a supplementary schedule in the form of a final expense report as prescribed by COUNTY, including the independent auditor's opinion on the supplementary schedule.
 - g. Allowable Profit Schedule if PROVIDER is a for-profit entity and a Reserve Schedule if the PROVIDER is a non-profit entity, if applicable.
4. 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.
5. The PROVIDER must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The PROVIDER shall permit appropriate representatives of the COUNTY to have access to the PROVIDER's records and financial statements as necessary to review the PROVIDER's compliance with Federal and State requirements for the use of the funding. Having an independent audit does not limit the authority of the COUNTY to conduct or arrange for other audits or review of Federal or State programs. The COUNTY shall use information from the audit to conduct its own reviews without duplication of the independent auditor's work.
6. The auditor shall make audit work papers available upon request to the PROVIDER, the COUNTY or its designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
7. 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. 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.
8. 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. **Financial Interest Prohibited.** Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.
- P. **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 XXVI, 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 five percent (5%) of audited expenses less related revenue.

- c. If PROVIDER is a non-profit organization, final settlement on a per program basis, shall be in accordance with Wis. Stat. 46.036(5m).

Q. **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. That PROVIDER has ceased doing business or sold the business contracted for in this Agreement to another entity.
7. Any other event that impedes PROVIDER's ability to perform under this Agreement.

R. **Organizations with Religious Affiliations.** No portion of funds under this Agreement may be used to support or advance religious activities.

S. **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.

T. **Purchased Equipment.**

1. Any asset with an acquisition cost in excess of \$5,000 must be capitalized. PROVIDER shall make requests for any exceptions to this policy in writing to the Fiscal and Management Services Administrator 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.

U. **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. COUNTY shall be responsible for completing and submitting current and accurate Security Access forms for all staff who will be logging on to a Dane County network. COUNTY has the discretion to refuse access to the network for any reason.

SECTION D
(Reporting and Evaluation Requirements)

XXVII. 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. **Reporting Requirements.** PROVIDER understands and acknowledges that all reporting requirements survive the *Expiration Date* of this Agreement.

SECTION E
(Contract Construction and Legal Process)

XXVIII. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- 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. **Copies Valid.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.
- C. **Construction.** This Agreement shall not be construed against the drafter.
- D. **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.
- E. **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.
- F. **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. The parties further agree that execution of this document may be made by electronic signatures. Any party not agreeing to execute this document by electronic signature will instead print out this Agreement, execute it by hand-inked signature and notate near the signature line that the organization either refuses to recognize electronic signatures of COUNTY or refuses to be bound by electronic signatures purporting to represent agreement of PROVIDER or both. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- G. **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.
- H. **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.
- I. **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: 9.23.2022

Signature: 

Print Name and Title of Authorized Agent: Robin L. Serrano - Executive Director

Date Signed: _____

Signature: _____

Print Name and Title of Authorized Agent: _____

PROVIDER'S Registered Agent: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: 9/26/2022


ASTRA IHEUKUMERE, Interim Director of Human Services
(when applicable)

Date Signed: _____

JOE PARISI, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 9/22/2021; 4/5/2022

Program Summary Form

Created: 9/21/2022 Revised:		Contract #: 85597 Division: HAA	Provider: Tenant Resource Center, Inc. Funding Period: 10/01/2022 to 12/31/2024											
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 Specific	
a.	8219	80000	30264	Covid Rental Assistance 2	106			\$ 1,200.00	5,833	\$ 7,000,000		\$ 7,000,000	Specific	
b.	8220	80000	30264	Covid Rental Assistance 2 Admin	106			\$ 276.72	3,889	\$ 1,076,250		\$ 1,076,250	Specific	
c.														
d.														
e.														
f.														
g.														
h.														
i.														
j.														
Total											\$ 8,076,250	\$ -	\$ 8,076,250	

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

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

a. A unit is one month of rental support and fees. At \$1,200 per unit, will provide at least 5,833 months of rental support to keep tenants stability housed with up to 18 months of rental support including forward rent as required by Federal Guidance. More or less number of months could be served by provider as actual needs of households and court costs will vary.

b. Administrative costs as submitted by Tenant Resource Center for the distribution of Emergency Rental Assistance for at risk or involved in eviction court households. A total of 3,889 households to be served with administrative costs of \$276.72 per household. This budget falls within the 15% admin max imposed by the ERA federal guidelines for the duration of the contract.

c.

d.

e.

f.

g.

h.

i.

j.

Standard Program Category (SPC) Code Description:

a. 106 Housing/Energy Assistance
b. 106 Housing/Energy Assistance
c.
d.
e.
f.
g.
h.
i.
j.
k.

Contract Manager(s)/Programs:
Ashley Ballweg ballweg.ashley@countyofdane.com

Accountant(s)/Programs:
Dylan Seitz seitz.dylan@countyofdane.com

Schedule A
Tenant Resource Center, Inc.
Eviction and Foreclosure Defense – Direct Rental Assistance
Programs #8219, #8220
2022-2024

Description of Services
(SPC Code 106: Housing)

I. PROVIDER Shall:

- A. Provide eviction prevention financial assistance to qualified households in Dane County, that are potentially facing eviction or otherwise experiencing housing instability. Dane County and City of Madison have invested in an electronic application and reporting system to assist community partners in making rental assistance payments. Dane County and City of Madison have also created, maintain, and monitor an official Program Policy and Procedure manual. Updates to this manual will be provided at partner check in meetings and via email.

Dane CORE 2.0 program eligibility includes assistance may include up to eighteen months of rental assistance, including rental arrears and forward rent paired with households who are receiving a security deposit assistance. Payments will be made for rental arrears (past due rent) only arrears accrued since to July 1, 2021 may be paid under the program. Program Policy and Procedure manual provides details on program eligibility. A household is qualified if:

1. The household income is less than or equal to fifty (50) percent of the Area Median Income (AMI), and
 2. One or more household member has qualified for unemployment benefits or has experienced a reduction in household income, incurred significant costs, or experienced other financial hardship due directly or indirectly to the coronavirus outbreak; and
 3. One or more individuals in the household can demonstrate a risk of experiencing homelessness or housing instability which may include:
 - A past due rent notice or an eviction notice
 - Utility disconnect notice
- B. Funds should prioritize assistance to households with incomes no more than 50 percent of AMI, and households in which one or more member is unemployed and has been unemployed for 90 days.
- C. To determine household income, PROVIDER must only consider household income for 2020 or confirmation of household monthly income at time of application. PROVIDER shall verify income as detailed in the program policy and procedure manual (MANUAL).
- D. Provider shall document household eligibility as detailed in the manual.

- a. Documentation that a member of the household has qualified for unemployment benefits, experienced a reduction in income, incurred significant costs, or experienced other financial hardship during the COVID-19 outbreak:
 - i. PROVIDER will collect written attestation signed by applicant, or
 - ii. PROVIDER will collect documentation regarding household members' qualification for unemployment benefits.
- b. Documentation that an individual within a household is at risk of experiencing homelessness or housing instability:
 - i. PROVIDER will collect a past due rent notice or eviction notice if providing rental arrears assistance;
 - ii. Other documentation may be collected as determined acceptable as outlined in the MANUAL.
- c. Documentation of household income eligibility:
 - i. PROVIDER will require written attestation from applicant as to household income AND
 - ii. PROVIDER will collect documentation available to support determination of income, such as paystubs, W-2s or other wage statements, tax filings, bank statements demonstrating regular income, or an attestation from employer OR
 - iii. PROVIDER will collect determination letter from government agency that verified applicant's household income or status as low-income family on or after January 1, 2020 OR
 - iv. PROVIDER may rely on a written attestation of household income from the applicant if combined with reliance on data regarding average incomes in the household's geographic area OR
 - v. If household's income, or portion of income, is not verifiable due to impact of COVID-19 (e.g. place of employment has closed) or income received in cash, or if the household has no qualifying income, PROVIDER may accept written attestation from a caseworker or other professional with knowledge of a household's circumstances. If household is not connected to services, PROVIDER may rely on direct written attestation of income from applicant household. If written attestation is relied upon for income documentation, PROVIDER must reassess household income every three months.
- d. Documentation of where an applicant resides and the amount of rent or rental arrears owed:
 - i. PROVIDER will collect, if available, a current lease, signed by the applicant and landlord or sublessor. Lease must identify the unit where applicant resides and establish the amount of the rental payment.
 - ii. If providing rental arrears, PROVIDER should collect rent ledger that indicated arrears accrued after March 12, 2020.

- iii. If a signed lease is not available, documentation of residence may include evidence payment of utilities for a unit, an attestation by a landlord who can be identified as the verified owner or management agent of the unit, or other reasonable documentation as determined by the PROVIDER.
- iv. If a signed lease is not available, PROVIDER may accept bank statements, check stubs, or other documentation that reasonably establishes a pattern of paying rent, or a written attestation by a landlord who can be verified as the verified owner or management agent of the unit.
- v. If applicant is able to provide evidence of residence but is unable to present adequate documentation of the amount of the rental obligation, PROVIDER may accept a written attestation from the applicant to support payment of assistance up to a monthly maximum of 100% of the greater of the Fair Market Rent as most recently determined by HUD and available at <https://www.huduser.gov/portal/datasets/fmr.html>. In this case, applicant must also attest that the household has not received, and does not anticipate receiving another source of public or private subsidy or assistance for the rental costs. Assistance provided under this form of documentation may only be provided for three months at a time, and PROVIDER must obtain evidence of rent owed consistent with i or iv above after three months in order to provide further assistance to the household.

E. Program expenses can be used for the following activities:

- Payment of actual household rental arrears accrued after July 1, 2021;
- Reasonable accrued late fees (if not included in rental arrears), and allowed under applicant's lease;
- Prospective rent for eligible households who are receiving security deposits;
- Total assistance provided cannot exceed 18 months, this includes any household assistance received by the household under previous Emergency Rental Assistance program.
- Payments made on behalf of households living in federally subsidized housing may only cover the unpaid portion of rent payments for which the tenant is responsible. Verification of tenant's required contribution of monthly rent must be documented for each month of arrears to be supplemented by rental assistance.

F. Landlords and owners may apply on behalf of tenants meeting the eligibility requirements, so long as tenant cosigns the application, the landlord provides documentation of application and payment received to the tenant, and the payments are used to satisfy the tenant's rental obligation to the owner.

- G. PROVIDER must, to the extent feasible, ensure that households receiving rental assistance provided under this program do not also receive funding under any other federally funded rental assistance program.
- H. PROVIDER must make payments directly to landlord on behalf of household unless the landlord does not agree to accept the payment, in which case PROVIDER may make payments directly to the eligible household if reasonable efforts to obtain cooperation of landlords to accept payments have been exhausted by PROVIDER. Reasonable efforts will be considered complete if PROVIDER documents one of the options detailed below:
- (a) PROVIDER makes at least three attempts by phone, text, or email over five calendar-day period with information provided by tenant in Neighborly application, or
 - (b) PROVIDER receives written confirmation from landlord that landlord does not wish to participate.
 - (i) Written confirmation can be in the form of an email, Neighborly task response, or physical written letter.
- I. PROVIDER may subcontract with community partners for assistance with administrative activities only as allowed under section IV. Special Features. Services provided by subcontracted partners must be limited to outreach related to administrative services required to support the emergency rental assistance program and must be done in coordination with PROVIDER. Examples of outreach activities include, but are not limited to, publicizing the availability of the emergency rental assistance program to tenants and landlords, assisting applicants with the application process, and educating potential applicants regarding the various components of the emergency rental assistance program.
- J. PROVIDER must collect from applicant households and retain records in the Neighborly portal on the following required by federal guidance:
- Address of rental unit;
 - For landlords and utility providers, the name, address, and Social Security number, tax identification or DUNS number;
 - Amount and percentage of monthly rent covered by ERA assistance;
 - Total amount of each type of assistance provided to each household (i.e., rent, rental arrears, utilities and home energy costs, utilities and home energy costs arrears, and other expenses related to housing incurred due directly or indirectly to the COVID-19 outbreak);
 - Amount of outstanding rental arrears for each household;
 - Number of months of rental payments and number of months of utility or home energy cost payments for which ERA assistance is provided;
 - Household income and number individuals in the household;
 - Gender, race, and ethnicity of the primary applicants for assistance

PROVIDER should also collect information as to the number of applications received in order to be able report to COUNTY the acceptance rate of applicants for assistance.

COUNTY may also require the collection of additional information in order to fulfill requirements set forth by the Treasury's Office of Inspector General.

II. PROVIDER'S performance will be assessed using the following:

COUNTY has received a second tranche of ERA 2 funding.. PROVIDER will submit a funding voucher for additional funding. These vouches will be monitored through the weekly financial documents provided to the contract manager and accountant. Performance will also be assessed with the reporting measures established below.

III. Reporting:

U.S. Treasury Department has released detailed reporting requirements as found on the Treasury's Emergency Rental Assistance reporting webpage. COUNTY will relay updated reporting to PROVIDER as it becomes available. PROVIDER agrees to provide the COUNTY with any other information needed to meet reporting requirements that may arise in association with this agreement. Neighborly portal shall be used for reporting to COUNTY for local and federal reporting requests.

- A. PROVIDER shall submit a monthly report to its COUNTY contract manager via e-mail by the tenth (10) of the following month with how many unique households were served and the total amount of funding disbursed.
 - B. PROVIDER shall submit a quarterly report to its COUNTY contract manager via e-mail by the tenth (10) of the following month with HMIS data or agency data responsive to the following:
 - i. Quarter one due April 10th
 - ii. Quarter two due July 10th
 - iii. Quarter three due October 10th
 - iv. Quarter four due January 10th (following year)
- 1. Demographics of households served, including gender, race and ethnicity information and zip code;
 - 2. Incomes of eligible households by income tier (less than or equal to 30% of AMI, between 31 and 50% AMI, between 51and 80% AMI).
 - 3. Number households served;
 - 4. The acceptance rate of applicants for assistance;
 - 5. Type of assistance provided to each household;
 - 6. Average amount of assistance provided.

7. The average number of monthly rental or utility payments each household received;
- C. PROVIDER shall submit weekly financial payment detail that minimally reports a) identity of payee, b) de-identified beneficiary, c) payment amount and d) rental period, e) payment date. Reports will be submitted to COUNTY manager and COUNTY accounting designee.
 - D. PROVIDER shall retain all electronic records for household eligibility through the Neighborly system. Record retention has been established through the Neighborly contract held with the City of Madison. PROVIDER will maintain financial records to demonstrate that COUNTY funding sources are not comingled with other funding sources and that uses of funds effectively avoid duplication of benefits associated with both COUNTY and other funding sources. These records will be made available to the COUNTY upon request.
 - E. COUNTY may take corrective action if PROVIDER fails to submit reports by the dates above without prior written notice of any delay to its COUNTY manager, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted.
 - F. PROVIDER shall perform required Internal Revenue Service 1099 reporting to fulfil tax requirements for all rental payees at year-end

IV. Administration:

- A. PROVIDER shall submit administration expenses in accordance with COUNTY-approved work plan.
- B. Administrative costs shall not exceed 15% of contracted amount, less administration fees retained by COUNTY. PROVIDER may solicit other sources of support for program administrative costs if costs exceed administrative threshold.

V. Special Features:

- A. PROVIDER is authorized to enter into subcontracts for outreach, education and administrative services only. Subcontracts must be paid with PROVIDER administrative allocation.

- B. Any subcontracts must be authorized by the COUNTY prior to being executed by the PROVIDER.
- C. PROVIDER shall send drafts of subcontracts for COUNTY review prior to authorization. Subcontracts shall include relevant provisions of the PROVIDER'S agreement with the COUNTY to ensure all partners comply with program requirements.
- D. PROVIDER shall submit a copy of the final subcontract between the PROVIDER and subcontractor after the agreement is signed. A copy of the final subcontract will be placed in PROVIDER's contract file.
- E. PROVIDER accepts full responsibility for administering and monitoring subcontracts to ensure all partners comply with the scope of services, program goals, and performance outcomes outlined in the PROVIDER'S contract with the COUNTY.
- F. Administrative allocation may not be used for housing stability services.

Tenant Resource Center, Inc.
2022-2024 Schedule B - Fiscal
Eviction and Foreclosure Defense – Direct Rental Assistance
Programs #8219 & #8220

1. Regarding Section C, XXVI. Financial Provisions, B. Method of Payment Reports (Programs #8219 and #8220):

COUNTY has received allocation second tranche funding totaling \$27,000,000 from the U.S. Treasury Department. PROVIDER is contracted to expend \$7,000,000 in direct rental assistance by December 31, 2024. If spending threshold is not met, unspent funds must be returned to Dane County for recovery by The US Treasury.

2. Available administrative funding may not exceed \$1,076,250 to fund costs related to administration of emergency rental assistance payments to tenants/landlords. PROVIDER may solicit other sources of support for program administrative costs if costs exceed administrative threshold.
 - a. Administrative costs for legal services must be clearly defined in the PROVIDERS proposed program budget. These fees are approved by US Treasury as housing stability programs. These fees cannot exceed 10% of the PROVIDERS direct rental assistance funding. This administration allocation is not intended to provide legal services.

3. Upon execution of agreement, PROVIDER shall be advanced a lump sum payment of \$1,000,000 of total direct assistance allocation (total direct assistance is \$7,00,000). Administration will be paid upon receipt of financial reports supporting the actual expenditures. COUNTY will rely upon weekly financial reporting submitted to COUNTY by PROVIDER to monitor the timing and balance of the initial \$1,000,000 in rental assistance benefits. COUNTY will forward additional lump sum rental assistance benefits for distribution based on expenditure timing demonstrated by PROVIDER's financial reporting. Under this agreement, rental assistance benefits available for PROVIDER through 2023 is a maximum of \$4,000,000, with the remaining dollars to be distributed in 2024. Under this agreement, rental assistance benefits available for PROVIDER distribution will be \$7,000,000.

4. Regarding Section C, XXVI. Financial Provisions, G. Budgets and Personnel Schedules (Programs #8219 and #8220):

PROVIDER is subject to these provisions as described in the Agreement.

5. Regarding Section C, XXVI. Financial Provisions, M. Expense Reports (Programs #8219 and #8220):

Expense reports shall be submitted on a monthly basis on a form provided by COUNTY. Expense reports are due no later than the 25th of the following month and should report actual expenses.

5. Regarding Section C, XXVI Financial Provisions, N. Audit Requirements (Programs #8219 and #8220):

PROVIDER is subject to these provisions as described in the Agreement.

6. Regarding Section C, XXVI. Financial Provisions, P. Final Settlement (Programs #8219 and #8220)

Final settlement will be calculated by January 25th following the contract year. At that time, any overpayments made to PROVIDER will be due to the COUNTY. If the

PROVIDER is due additional funds, a final contract adjustment will be prepared (if necessary) and payment will be made to the PROVIDER

7. The U.S. Treasury Department has released detailed reporting requirements as found on the Treasury's Emergency Rental Assistance reporting webpage. COUNTY will relay updated reporting to PROVIDER as it becomes available. PROVIDER agrees to provide the COUNTY with any other information needed to meet reporting requirements that may arise in association with this agreement. Neighborly portal shall be used for reporting to COUNTY for local and federal reporting requests. (Programs #8219 and #8220):
8. PROVIDER shall submit weekly financial payment detail that minimally reports a) identity of payee, b) beneficiary, c) payment amount and d) rental period, e) payment date. Reports will be submitted to COUNTY manager and COUNTY accounting designee.
 - B. PROVIDER will maintain financial records to demonstrate that COUNTY funding sources are not comingled with other funding sources and that uses of funds effectively avoid duplication of benefits associated with both COUNTY and other funding sources. These records will be made available to the COUNTY upon request.
 - C. Where the contract agreement period and PROVIDER's fiscal year do not coincide, the process for an annual audit shall still be followed. For example, all activities undertaken in 2022 will be subject to the DCDHS 2022 audit process and program year-end close out, even though the contract term extends into 2024. This annual audit process 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.

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 Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com	January 15, 2022 (15 days after Agreement effective date.)
Civil Rights Compliance Plan (Unless PROVIDER is exempt)	Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com	On or before the effective date of the Agreement
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com	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 dcdhscontracts@countyofdane.com	At the time the Agreement is signed
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 26, 2022 (56 days after Agreement effective date) Final Revisions due January 25, 2023
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, 2022; and January 25, 2023
Annual Audit (Unless PROVIDER is exempt)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	June 30, 2023, 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 608-242-6288. 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, 2022; and January 5, 2023
Quarterly Client Services Reports	County Designee	May 1, 2022, August 1, 2022, November 1, 2022 and final quarter due April 1, 2023