

Dane County Contract Cover Sheet

Revised 01/2026

Res 399
Significant

BAF # 26067
Acct: Yundt
Mgr: Merboth
Budget Y/N: Y

Dept./Division	Human Services / BH		
Vendor Name	Catalyst for Change Inc.	MUNIS #	31285
Brief Contract Title/Description	New contract is being issued to Catalyst for Change to begin 5/1/26 to operate the Off the Square Club Program		
Contract Term	5/1/2026-12/31/2026		
Contract Amount	\$ 141,016.00		

Contract #	16238 / 88065
Admin will assign	
Type of Contract	
☒	Dane County Contract
☐	Intergovernmental
☐	County Lessee
☐	County Lessor
☐	Purchase of Property
☐	Property Sale
☐	Grant
☐	Other

Department Contact Information		Vendor Contact Information	
Name	Contract Coordination Assistant	Name	John Adams
Phone #	608-242-6200	Phone #	608-335-2872
Email	dcdhscontracts@danecounty.gov	Email	jadams@catalystforchangeinc.org
Purchasing Officer			

Purchasing Authority	☐ \$13,000 or under – Best Judgment (1 quote required)		
	☐ Between \$13,001 – \$46,000 (\$0 – \$25,000 Public Works) (3 quotes required)		
	☐ Over \$46,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #	
	☐ Bid Waiver – \$46,000 or under (\$25,000 or under Public Works)		
	☐ Bid Waiver – Over \$46,000 (N/A to Public Works)		
	☒ N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other		

MUNIS Req.	Req #	1259	Org: 97463	Obj: 35706	Proj:	
			Org: 97462	Obj: 35604	Proj:	
	Year	2026	Org:	Obj:	Proj:	

Budget Amendment	
☐	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	☐ Contract does not exceed \$100,000		
	☒ Contract exceeds \$100,000 – resolution required.	Res #	399
	☐ A copy of the Resolution is attached to the contract cover sheet.	Year	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
☒ No modifications.	☐ Modifications and reviewed by:	☐ Non-standard Contract

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
Slaven, Shelby Digitally signed by Slaven, Shelby Date: 2026.04.16 17:12:08 -05'00'	CAF 03.24.26

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 4/6/26	Date Out: _____
☒ Controller, Purchasing, Corp Counsel, Risk Management		

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, April 9, 2026 1:29 PM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #16238
Attachments: 16238.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 4/9/2026 2:41 PM	Approve: 4/9/2026 2:41 PM
	Rogan, Megan	Read: 4/9/2026 1:56 PM	Approve: 4/9/2026 1:56 PM
	Cotillier, Joshua	Read: 4/9/2026 2:37 PM	Approve: 4/9/2026 2:42 PM
	Oby, Joe		

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

Contract #16238

Department: Human Services

Vendor: Catalyst for Change

Contract Description: Contract to operate the Off the Square Club Program (Res 399)

Contract Term: 5/1/26 – 12/31/26

Contract Amount: \$141,016.00

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.

1 2025 RES-399

2
3 **AUTHORIZING A CONTRACT WITH CATALYST FOR CHANGE TO OPERATE**
4 **THE OFF THE SQUARE CLUB PROGRAM**
5 **DCDHS – BEHAVIORAL HEALTH DIVISION**
6

7 The Department of Human Services (DCDHS) has funded Off the Square Club for decades. Off
8 the Square Club is a day program for adults who have a severe and persistent mental illness,
9 particularly for those who need connections to other mental health and social services and for
10 those who do not have housing. The program provides a safe place for people to be during the
11 day and has traditionally provided a meal, access to laundry, showers, support groups, and
12 linkage to other services as needed.

13
14 The current provider for Off the Square Club notified the department that they will not be able to
15 operate the program beyond April 30, 2026. Catalyst for Change has agreed to take over the
16 operation of Off the Square Club. Catalyst for Change currently has a contract with the
17 department as a Comprehensive Community Services (CCS) provider. As a CCS provider, they
18 have developed a specialty of reaching out to and working with the homeless population who
19 also have behavioral health concerns.

20
21 **NOW, THEREFORE, BE IT RESOLVED** that the following contract be awarded and that the
22 County Executive and County Clerk are hereby authorized and directed to sign the agreement
23 on behalf of Dane County, and that the Controller is authorized to issue payments related to the
24 execution of the contract.

25
26 Vendor
27 Catalyst for Change

Contract Amount
\$141,016

DCDHS - COUNTY OF DANE

Purchase of Services Agreement

Agreement No:	88065
Begin Date:	5/1/2026
Expiration Date:	12/31/2026
Authority: Res.	NA
Maximum Cost:	<u>\$141,016</u>
Number of Pages:	<u>34</u>
Corporation Counsel Approval:	<u>CAF 03.24.26</u>

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Catalyst for Change 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 2901 International Lane, Madison WI 53704 for the purpose of:

Outreach (SPC 601)

Case Management (SPC 604)

These services are more particularly described in 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* if attached, which shall be 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 required to provide the services contracted for under this Agreement.
- 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 as to all PROVIDER requirements.
- 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, 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 Department of Workforce Development, Department of Health Services or Department of Children and Families 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. In lieu of the requirements of this section, 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 client records, PROVIDER shall inform COUNTY within five (5) business days after PROVIDER learns of such breach involving COUNTY's clients. At the COUNTY's request, PROVIDER will furnish all documentation pertaining to the PROVIDER'S efforts in breach mitigation and response.
 - 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 the Schedule A and related service requirements, 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. In the event of a material breach or failure of performance by PROVIDER under any agreement between COUNTY and PROVIDER, COUNTY reserves the right to withhold any payment otherwise due to PROVIDER under this Agreement up to the amount of the COUNTY'S reasonable estimate of the damages, costs or liabilities incurred or to be incurred by COUNTY as a result of said breach or nonperformance on the other agreement.
- C. 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.
- D. 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 and Control.**
 - 1. It is understood that in the event this Agreement terminates for any reason, COUNTY, at its option may take ownership and control 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. Further, COUNTY may direct PROVIDER to transfer any client record as COUNTY deems necessary to a new service provider in order to provide continuity of care and services to affected clients.

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 without stating cause at any time upon ninety (90) days' written notice.
- B. Failure of PROVIDER to fulfill 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. COUNTY may, in its sole discretion, immediately terminate this Agreement, effective on the date the funding change or condition occurs, if any of the following events related to the funding required for COUNTY'S obligations takes place:
 - 1. Cancellation, reduction or non-appropriation of state, federal or county funds.
 - 2. Failure of the federal or state government to reimburse County.
 - 3. Imposition of additional conditions by the federal or state government.

In the event of a termination under this section, COUNTY may, in its sole discretion, require alternate billing, reporting and closeout requirements.

- E. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the Dispute Resolution Process, Section XIV of this document.

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 in conformance with allowable Wisconsin payment methods for its services as indicated below.

1. *Monthly Expense Reimbursement:* Actual allowable expenses incurred by PROVIDER shall be reimbursed by COUNTY on a monthly basis as follows:

- a. As allowable under Wisconsin statutes, one advance payment of up to one-twelfth of the annual contracted program amount may be allowed in the first month of the Agreement. If the advance payment exceeds \$10,000, PROVIDER shall supply an advance payment surety bond listing Dane County as bond obligee for an amount equal to the amount of the advance payment. The bond should coincide with the Dane County Agreement period. No surety bond is required if PROVIDER is a state agency.
- b. Request for advance payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or PROVIDER's monthly billing statement and submitted to COUNTY with signed contract, and where applicable, copy of advance payment surety bond.
- c. Request for monthly reimbursements after advance payment, or when no advance payment occurs, shall be made on COUNTY's Payment Voucher (Form 014-64-05), or PROVIDER's monthly billing statement, along with a supporting expense report in County provided format submitted to COUNTY within twenty-five (25) days after the month of service.
- d. Final payment will be based on year-end expense reporting and shall net any previously advanced payment.
- e. This provision will be applicable to the following programs:

- f. This provision will be applicable to following programs which also require Schedule B language to further define the payment method:

14710, 14711

2. *Unit of Service Reimbursement:* Units of service provided shall be paid by COUNTY on a monthly basis.

- a. Requests for payment shall be made on COUNTY's Payment Voucher (Form 014-64-05) or PROVIDER's monthly billing statement and submitted to COUNTY within twenty-five (25) days after the month of service.
- b. This provision will be applicable to the following programs:

- c. This provision will be applicable to following programs which also require Schedule B language to further define the payment method:

- C. **Financial Compliance.** Notwithstanding the agreed upon method of payment stated above, COUNTY may at its option refuse to provide 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 actual administrative costs for each program group at or below the percentage approved by COUNTY. The approved administrative cost is the percentage of approved program group cost devoted to administrative activity most recently approved by COUNTY. 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 group. Administrative costs are defined as indirect costs incurred by an agency that are not readily chargeable to a particular program or function, but benefit all programs or functions operated by the agency. If indirect costs are charged to programs under this contract for program administration, PROVIDER must have a written cost allocation plan that meets state and federal requirements for such plan.
- 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. When PROVIDER handles client funds, these 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 with a letter of explanation requesting funds transfer no later than November 15 of the Agreement year. Fund transfer request letters shall be electronically submitted with detailed justification to COUNTY assigned accountant, see Schedule C. 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 monthly basis and is due no later than the 25th of the month following the end of the month of service. 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 \$100,000, 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.
2. Audit waiver requests are subject to approval on a case-by-case basis according to Dane County Human Services and State of Wisconsin review. Requests may be made only due to extenuating circumstances. PROVIDER shall electronically submit audit waiver requests, through submission of Audit Waiver Request form, to COUNTY assigned accountant, see Schedule C, in advance of the Agreement effective date.

3. 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.
4. 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.
5. 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.
6. PROVIDER must secure its auditor by the month following PROVIDER'S fiscal year. 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. COUNTY may contact PROVIDER's auditor regarding the preparation of audit and supporting materials at any time. 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.
7. Auditor shall provide electronic submission of audit report directly to COUNTY assigned accountant.
8. 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.

9. 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.
10. 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. 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 or if PROVIDER receives combined COUNTY funding of less than \$100,000, 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. For contract settlement purposes, the approved administrative percentage relative to total program group costs may be increased by an additional two percent (2%) where all the following circumstances apply:
 1. The originally approved program group administrative rate is greater than 0%;
 2. Unused county funded program budget within the program group must at least equal the administrative increase to fund the budget adjustment;

3. The final total administrative cost does not exceed the allowed 15% of the program group cost; and
 4. Allowable administrative costs were incurred during the contract period and are directly allocable to the program group receiving the administrative budget adjustment during that period.
 - e. 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.
 - f. 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 five percent (5%) of audited expenses less other related program revenue versus the *Maximum Cost* as stated on page one of this Agreement.
 - g. 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, or if PROVIDER receives combined COUNTY funding of less than \$100,000, PROVIDER shall provide COUNTY an unaudited "Unit of Service" expense report by funding source and by program, which shall be submitted to COUNTY no later than January 25 of the year following the Agreement year.
 - b. In the event the audit is required, PROVIDER shall include supplementary schedule identifying reserves (non-profit organization) or allowable profit computation (profit organization) by funding source and by program.
 - c. If PROVIDER is a profit organization, final settlement on a per program basis, shall be the lesser of audited expenses plus five percent (5%) of audited expenses less other related program revenue versus the *Maximum Cost* as stated on page one of this Agreement
 - d. 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.

The remainder of this page intentionally left blank.

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: 3/25/26

Signature: Michael Morley

Print Name and Title of Authorized Agent: Michael Morley CEO & Co-Founder

Date Signed: _____

Signature: _____

Print Name and Title of Authorized Agent: _____

PROVIDER'S Registered Agent: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: 04/03/2026

John A. Schluter
JOHN SCHLUETER, Director of Human Services
(when applicable)

Date Signed: _____

MELISSA AGARD, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 9/2025

Exhibit I
GENERAL FEATURES FOR
DANE COUNTY BEHAVIORAL HEALTH PROVIDERS - 2026

BEHAVIORAL HEALTH SYSTEM VALUES

1. PROVIDER shall cooperate with COUNTY and COUNTY contracted PROVIDERS to discuss and incorporate into practice ways to further promote cultural clinical relevance and person-centered recovery-oriented practices into all aspects of the service delivery system. This includes but is not limited to:
 - Working within an individually designed recovery-oriented model, which includes hope, inspiration, choice, and personal responsibility throughout the treatment process
 - Helping individuals to develop peer and natural supports with family members and significant others
 - Helping youth, their families, and/or caregivers develop a support network that includes extended family members, educational team members, informal and formal respite providers, and community-based, youth-serving program representatives
 - Involving individuals served, including youth and their caregivers, in program evaluation that includes measures of satisfaction and consumer outcomes
 - Working in conjunction with individuals and others to reduce stigma, discrimination, and segregation
 - Providing opportunities for community integration and inclusion
 - Educating and training individuals in various capacities and roles
 - Involving individuals served, including youth and their caregivers, on committees and boards
 - Fostering paid employment opportunities for individuals of working age and employment skills development opportunities for youth
 - Providing parenting skills development opportunities for caregivers of youth served, as applicable
 - Advocating for the elimination of barriers and disincentives to work
 - Advocating for measures to support youth served to actively engage in their education and attend educational programming full-time, including alternative education and vocational preparation
 - Supporting the integration of clinical and vocational services, and promoting a belief in the value of self-sufficiency and independence at the earliest possible stages of recovery.

CLIENT RIGHTS

2. PROVIDER shall ensure that all individuals served are given a proper explanation of informed consent for treatment for services made necessary by and directly related to the person's mental illness and/or substance use. Documentation of informed consent is required for all individuals served and shall include all items outlined in Wis. Admin. Code DHS 94.03(1) a-g. Informed consent is effective for 15 months after the consent is given.
3. PROVIDER shall ensure that all individuals served are given proper notification of their rights as required in Wis. Admin. Code DHS 94.04 before or upon admission and annually thereafter. Individuals shall be notified orally and provided a written copy of their rights. If applicable, an individual's guardian and a minor's parent shall also be notified. Notification of rights should include information on the patient's liability for the individual's care and treatment costs.
4. PROVIDER shall ensure that they provide all individuals served with the right to file grievances through a process explicitly outlined in Wis. Admin. Code DHS 94.40. Provider shall have a DHS 94-compliant grievance resolution system that includes written policies, a client rights specialist, an informal and formal resolution process, client protections, and client instructions and notification. Upon receipt of a request for administrative review of the program manager's decision under Wis. Admin. Code DHS 94.41(4)(e), the director of the county department shall conduct the review. At the COUNTY's request, the PROVIDER shall furnish all documentation related to any grievance, including outcomes.

CARE COORDINATION

5. PROVIDER shall treat individuals with mental illness, substance use, or co-occurring disorders in the least restrictive setting consistent with the level of their needs. Inpatient treatment shall be considered the

treatment option of last resort. Psychiatric inpatient services shall only be used for individuals needing active treatment of a behavioral health condition that cannot be provided in a community setting.

6. PROVIDER shall prioritize individuals who are admitted to Winnebago or Mendota Mental Health Institute to effectively monitor their treatment, status, and discharge plan. PROVIDER shall ensure that staff resources are available to expedite discharge and ensure timely transition back to the community. PROVIDER shall cooperate with Journey Mental Health Center's Emergency Services Unit (ESU) and COUNTY staff to implement inpatient diversion options and to monitor and facilitate discharge planning for all COUNTY-funded hospitalizations and institutionalizations.
7. ESU shall monitor all individuals under Chapter 51 Civil Commitments and Settlement Agreements. During the commitment period, PROVIDER shall implement court-ordered outpatient terms and conditions as directed. PROVIDER shall inform ESU of non-compliance with outpatient terms and conditions and shall participate in commitment-related court processes as needed.
8. PROVIDER shall participate in behavioral health system meetings as needed to discuss and resolve system management and coordination issues, including clinical needs of individuals and system-wide needs.
9. PROVIDER shall ensure that all individuals served receive assistance with application for and enrollment in any health care benefit that may be available to them, including but not limited to Medicaid, Medicare, Long Term Care, employer-sponsored health insurance, marketplace health insurance, Community Care, and Patient Assistance Programs. When working with youth, PROVIDER will ensure that the youth's caregiver or guardian receives assistance securing health care benefits that may be available for the youth.
10. On occasion, COUNTY will be required by court order or operation of law to provide services to an individual whose needs fall outside established eligibility criteria, or who poses safety risks greater than usually encountered in the behavioral health system. PROVIDER shall meet with COUNTY as requested to discuss reasonable accommodations that may permit PROVIDER to serve the individual.
11. On occasion, COUNTY will be required by court order or operation of law to provide services to a youth who, due to the situation of their caregiver or family, or to the youth's involvement with multiple systems including special education, youth justice, child protective services, and/or out-of-home care, will present with needs more complex than those usually encountered in the behavioral health system. PROVIDER shall meet with COUNTY as requested to discuss reasonable accommodations that may permit the PROVIDER to serve the individual and their family.
12. PROVIDER understands that the system of care for its consumers may include court oversight. PROVIDER is responsible for knowing which of its consumers are subjects of Wisconsin Statutes Chapter 51 Commitments or Settlement Agreements, Chapter 54 Guardianship, Chapter 55 Protective Placement and/or Protective Services, and any Probation and Parole orders/rules. The COUNTY'S Adult Protective Services Unit will, at the PROVIDER'S request, assist the PROVIDER in identifying individuals under Chapters 51, 54, and 55.
 - a. If PROVIDER is a residential provider or case manager, PROVIDER has the following responsibilities:
 - i. PROVIDER shall maintain the following information in the individual's file or chart as is applicable:
 1. The guardian's name, current address, phone number, and e-mail address.
 2. A copy of the current Determination and Order for Protective Services/Protective Placement, or other specific court order/rules. PROVIDER shall confidentially maintain these documents.
 3. A copy of the Letters of Guardianship specifying the consumer's rights retained and the extent of the guardian's responsibility.
 - ii. Discharge or transfer of consumer not under protective placement. When a consumer who is not under a protective placement order is discharged or transferred to another service or residence, PROVIDER shall give at least 24 hours' prior written notice to the guardian, the case manager/broker, unless an emergency event prevents this, in which case PROVIDER shall provide such notice within 48 hours of the transfer.
 - iii. The PROVIDER shall prepare a Report to the Court when ordered by the Court or requested by the COUNTY.

- iv. Unless instructed otherwise, the PROVIDER shall transport and accompany its consumers to all Court Hearings or otherwise assure the consumer's presence at them.
- v. When requested, PROVIDER shall provide testimony in court hearings.
- vi. Upon request, the PROVIDER shall coordinate and schedule an appointment with a qualified physician or psychologist to obtain medical reports required for court proceedings. The PROVIDER shall ensure the consumer's attendance at such appointment, either by providing transportation or by making alternative arrangements to secure the consumer's presence.

FOR NON-CCS CONTRACTS:

- 13. COUNTY funding shall be the payer of last resort for all services. PROVIDER shall not utilize funds from this agreement for any services for which an alternate funding source is available, which includes but is not limited to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX; Comprehensive Community Services, any State compensation program, any grant program, any private health insurance, any other benefit program, and payment from clients in accordance with their ability to pay.
- 14. PROVIDER shall promptly notify the COUNTY of budgetary issues and concerns that threaten the delivery of services as stated in this agreement. PROVIDER shall not implement changes to the level of services being delivered unless authorized by the COUNTY.
- 15. The timeliness and quality of COUNTY contracted services shall not be negatively affected by the PROVIDER's contracts with other entities.
- 16. PROVIDER shall report services provided under the Comprehensive Community Services (CCS) program under the CCS contract only. Upon CCS enrollment, clients shall be discharged from other county contracts that provide services available in the CCS Array. PROVIDER understands that contract adjustments may be necessary throughout the year to reflect changes in service provision subsequent to CCS enrollment.
- 17. PROVIDER shall inform COUNTY if/when offering telehealth as a means of service, including the nature of the telehealth service provided (i.e., audio/visual, audio only, etc.). COUNTY reserves the right to restrict telehealth services. PROVIDER shall take all necessary measures to maintain privacy with regard to protected health information of the client while providing telehealth. When offering telehealth services outside of a public health emergency, the use of telehealth shall be dictated by safety and needs of the client, as well as the client's preferred service delivery methods, and should be of equal quality to in-person services. When offering telehealth services, PROVIDER shall regularly conduct assessments, with the client's input, to determine whether the service is meeting the client's treatment needs.

Program Summary Form

Created: 2/25/2026 Revised:	Contract #: 88065 Division: Behavioral Health	Provider: Catalyst for Change, Inc. Funding Period: May 1, 2026 through December 31, 2026
--------------------------------	--	--

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

Program Number	Program Group	Org. #	Obj. #	Program Name	SPC	# of Clients	# of Slots	Unit Cost	Unit Quantity	County Cost	Other Revenue*	Total Cost	Reporting
a. 14710	14710	97463	35706	Outreach - Drop in Services	601	300	NA	\$ 37.05	2398	\$ 88,840		\$ 88,840	711
b. 14711	14711	97462	35604	Crisis Case Management	604	varies	NA	\$ 69.00	756	\$ 52,176		\$ 52,176	600/610
c.													
d.													
e.													
f.													
g.													
h.													
i.													
j.													
Total										\$ 141,016		\$ 141,016	

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

a. A unit of service is a staff hour of service. Reporting via 711.	
b. A unit of service is a staff hour of service. MA crisis billing/services will be billed under SPC 604	
c.	
d.	
e.	
f.	
g.	
h.	
i.	
j.	

Standard Program Category (SPC) Code Description:

- a. 601 = Outreach
- b. 604= Case Management

- e.
- f.

- g.
- h.

- i.
- j.

Contract Manager(s)/Programs: Cassandra Merboth	Accountant(s)/Programs: Laura Yundt
---	-------------------------------------

Catalyst for Change, Inc.
2026 SCHEDULE A PROGRAM REQUIREMENTS
Off the Square Club
Program Number 14710 - SPC 601
Program Number 14711 - SPC 604

A. Description of Services to be Purchased:

Outreach (SPC 601)

The provision of services that are designed to result in the locating of persons likely to have a problem that the delivery of human services can potentially alleviate. Services may include, but are not limited to intervention efforts directed at motivating persons to obtain needed services, case finding, referral and activities that better enable persons to locate human service resources that are appropriate to their needs such as the establishment of referral networks, and the development and distribution of human service resource directories. Management functions include resource recruitment and development.

Case Management (SPC 604)

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

1. Service Location: Off the Square Club is located at 116 W Washington Ave, Madison, 53703. PROVIDER contacts are Michael Moody, mmoody@catalystforchangeinc.org; John Adams, jadams@catalystforchangeinc.org; Kimberly Tesch ktesch@catalystforchangeinc.org.

2. Persons to be Served.

- a. Target Population:** Off the Square Club provides a day program for people who have a severe and persistent mental illness, particularly if they are not receiving other core mental health services.
- b. Eligibility Requirements:** PROVIDER shall find eligible for admission any consumers who possess the following criteria:
 - i. Adult (at least 18 years of age),
 - ii. Has a severe and persistent mental illness, and
 - iii. Need social services and a safe, comfortable place to go during daytime hours.

Exceptions to the above eligibility requirements are determined by the PROVIDER on a case-by-case basis. The PROVIDER shall notify the COUNTY when specific consumers are exempted from these requirements.

3. Funding Source:

For clients enrolled in Program 14711, PROVIDER shall comply with all federal and state requirements related to the program's funding source. The PROVIDER shall submit MA Crisis billing data in a format specified by the COUNTY and at the frequency required by the COUNTY. The PROVIDER shall meet all MA, State, and County requirements for the

provision and billing of services as outlined in the *Dane Crisis Provider Network DHS 34 and Medicaid Billing Handbook*, Wisconsin Administrative Code DHS 34, and the Forward Health MA Crisis Intervention Handbook. PROVIDER shall provide COUNTY with information necessary to meet Wisconsin Medicaid Cost Reporting (WIMCR) requirements.

4. Units of Service: A unit of service is recorded as a staff hour.

B. Program Specifications.

1. Service Specifications.

- a. PROVIDER shall serve as a portal of entry to resources and the shelter service system, as well as provide case management and basic support services to homeless individuals with mental illness and/or a co-occurring substance use disorder.
- b. PROVIDER shall make space available for licensed clinicians to offer services on-site.
- c. PROVIDER shall maintain an open, inviting drop-in center for homeless consumers who have a mental illness and/or a co-occurring substance use disorder.
- d. PROVIDER's consumers shall be provided with meals, free laundry facilities and showers, phone and mail services, community support groups, assistance from experienced staff members, and referrals to community agencies.
- e. PROVIDER's staff shall provide, but not limited to, the following services: medical and behavioral health care coordination, crisis case management, money management, information and referral, relapse prevention, supportive counseling, coordinating with psychiatry and pharmacy services, assistance with securing permanent housing, and employment counseling.
- f. PROVIDER shall coordinate with other behavioral health and service providers in Dane County to better meet the needs of those with mental illness and/or a co-occurring substance use disorder.
- g. PROVIDER shall assist consumers to better integrate into quality community living arrangements, prevocational and vocational services, counseling, social services, nutrition through daily meals, clothing, shelter during daytime hours, and in-house as well as community social and recreational activities.

2. Service Hours/Days. OTSC shall be staffed from 9:00 am to 3:30 pm, Monday-Wednesday, but will be closed on major holidays with advance notice. Upon notice to the County, provider may increase service hours/days. Any changes in service hours/days should be communicated to clients and other relevant parties.

3. Length of Service.

- a. Consumers served under program #14710 are seen as frequently as needed as part of drop-in programming.
- b. There is no maximum length of service, but PROVIDER shall work with consumers to gain services and supports to enter into long-term behavioral health services, if needed. Services provided under program #14711 are intended to be short-term and transitional.

4. Service Termination. Services may be terminated for a variety of reasons, including but not limited to:

- a. Having met the mutually determined criteria as set by the consumer and the PROVIDER.
- b. Violation of the PROVIDER's services policy. Prior to service termination or banning from the property, PROVIDER will assess for any significant violations or continued minor violations.
- c. Behavior that compromises the safety of others or of the program environment.

5. Referral/Application Process.

- a. Referrals are made directly to the PROVIDER.
- b. PROVIDER completes the application and intake process.
- c. Court-ordered individuals will be prioritized for services.
- d. If there are any disputes about services, the COUNTY may be requested to mediate.
- e. Both Parties understand that the PROVIDER will evaluate consumers who have a history of dangerousness to assure the safety of all parties involved. The COUNTY recognizes the right of PROVIDERS to deny services if the risks cannot be adequately managed.

6. PROVIDER Responsibilities. During the term of this Agreement

- a. PROVIDER shall actively participate in the Dane Crisis Provider Network (DCPN), to include regular attendance and participation by at least one program representative at DCPN Leadership meetings, and program staff participation in DCPN trainings as indicated.
- b. PROVIDER shall maintain accurate and complete service documentation at all times, including documentation of initial contact and assessment, determination of need, and distinct service notes for each incidence of service delivery. COUNTY has the right to inspect, review, and audit records to perform any function related to program administration.
- c. PROVIDER shall ensure that a current Response Plan or Crisis Plan meeting requirements under DHS 34 and authorizing the services to be delivered as medically necessary is in place for each client being served. PROVIDER shall adhere to the current DCPN policy about developing, updating, and approving such plans.
- d. PROVIDER shall roster all staff members who provide crisis services with COUNTY and maintain compliance with all ongoing rostering requirements, according to DCPN policy.
- e. COUNTY shall arrange for access to clinical supervision for this program. PROVIDER shall cooperate and collaborate with the designated clinical supervisor such that the clinical supervisor is actively engaged in the day-to-day operation of the program, assessing quality of services and documentation related to those services, accuracy of billing logs, and the continued need for services. PROVIDER shall ensure that each staff member who provides direct client services receives clinical supervision or engages in peer clinical consultation consistent with the staff member's qualifications and the amount of direct service they deliver, as required by DHS 34.

- f. PROVIDER shall report all case management units to COUNTY monthly through 610 reporting.
- g. The PROVIDER agrees to participate in mental health system meetings in which system management coordination issues will be discussed and solutions developed, and whenever problems about related services will be addressed. This may include a discussion of the clinical needs of consumers or system-wide needs.
- h. PROVIDER shall maintain adequate staffing to facilitate telehealth psychiatry services for members as needed.
- i. The PROVIDER agrees to be the case manager for specific seriously mentally ill individuals as specified by the COUNTY. Case management in this instance primarily relates to the provision of advocacy services to help consumers become better connected to treatment services and to obtain necessary financial benefits and more adequate housing.

C. Program Evaluation

- 1. **Goals.** The goals of this program are to :
 - a. Improve mental health stabilization and recovery
 - b. Utilize a holistic approach that is flexible in responding to the consumer. Provide a safe and comfortable setting for persons who have a severe and persistent mental illness
 - c. Encourage member participation in other services and opportunities as offered by PROVIDER.
 - d. Reduce barriers to permanent housing
 - e. Increase access to supportive services

D. Other Requirements.

- 1. **Cooperation** PROVIDER shall comply with COUNTY on all "General Features For Dane County Behavioral Health Providers-2026," which is attached as Exhibit 1.
- 2. **Contract Compliance/Meetings** The PROVIDER understands that features may be revised during this contract year based on a mutual review between the PROVIDER and the COUNTY.

CATALYST FOR CHANGE INC.
SCHEDULE B - FISCAL

1. Billing Requirements for Crisis Case Management program #14711:

Crisis Intervention & Stabilization:

PROVIDER shall submit claims to COUNTY for authorized Medicaid billable Crisis Intervention & Stabilization services provided, using COUNTY's web-based Crisis billing system weekly, but no later than the 7th of the following month after the date of service.

Submitted claims must be complete and accurate in order for them to be processed. COUNTY shall submit completed claims to Forward Health monthly for reimbursement.

Additional billing procedures and requirements are located in the *Dane Crisis Provider Network DHS 34 and Medicaid Billing Handbook*.

2. Regarding method of payment (Section C, XXVI. B. 1, Monthly Expense Reimbursement) for Outreach program #14710 and Crisis Case Management program #14711:

- A. As allowable under Wisconsin statutes, one advance payment of up to one-twelfth (1/12th) of the annual contracted program amount may be allowed in the first month of the Agreement. If the advance payment exceeds \$10,000, PROVIDER shall supply an advance payment surety bond listing Dane County as bond obligee for an amount equal to the amount of the advance payment and submit by email to DCDHSSuretyBond@danecounty.gov. The bond period will coincide with the Agreement period.
- B. For contract settlement payments, final payment shall be calculated to net the advance payment against PROVIDER's final monthly expense report at the end of the Agreement period. For contracted programs that are funded by a grant period that differs from the Agreement period, the advanced payment shall net from the payment associated with grant close out.
- C. Normal payments, which are payments made to providers that are not advance payments and are not settlement payments, will be made in an amount not to exceed actual allowable costs incurred for the monthly expense report period. Under no circumstances will the total contract payment exceed the contract maximum amount.
- D. Provider billing will be supported with required monthly expense reports. Program costs should be managed and incrementally billed in proportion to the full term of the Agreement to ensure PROVIDER revenue received coincides with the Agreement period. Regardless, PROVIDER is required to perform contracted service delivery for the full term of the contract.
- E. Regarding additional method of payment for the following program(s):

Program Name	Program #	Non-Contingent Amount	Contingent Amount	Total
Crisis Case Mgmt	14711	\$ 22,046	\$ 30,130	\$ 52,176
Total		\$ 22,046	\$ 30,130	\$ 52,176

- a. The “Contingent” funding will be paid to PROVIDER, up to the contracted amount, only if PROVIDER earns the funding through billing the Wisconsin Medical Assistance (ForwardHealth) Program for Medicaid Crisis Intervention (Crisis).
 - b. The “Contingent” funding will be paid according to the ForwardHealth rate and allowable reimbursement amount. COUNTY will pay PROVIDER on a cash basis; meaning PROVIDER payments will be based on the dates COUNTY receives payment from the State rather than the dates of billed services. Contingent funding paid during a monthly cost period is applied against the reported monthly costs before calculating non-contingent funding owed.
 - c. The “Non-Contingent” funding will be paid to PROVIDER for vouchered expenses that exceed the “Contingent” amount earned for the monthly cost period.
 - d. If PROVIDER elects to receive a one-time advanced payment, it shall be no greater than 1/12th of the contracted “Non-Contingent” funding amount.
3. COUNTY reserves the right to withhold payments for any unearned Medicaid revenues or to require PROVIDER to reimburse COUNTY for overpayment of Medicaid revenues.
4. Regarding ForwardHealth Audits: Any cost resulting from audit findings by ForwardHealth or other entity that adversely affects COUNTY will be apportioned between COUNTY and PROVIDER as follows: (a) PROVIDER will be responsible for all disallowed expenses that can clearly be attributed to PROVIDER’S failure to keep complete comprehensive and orderly records and for expenses inappropriately billed to ForwardHealth. COUNTY, at its sole discretion, may choose to cover some or all of PROVIDER’S disallowance, and (b) PROVIDER will be responsible for any fine(s) resulting from non-compliance with written processes and procedure.

February 2026

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. If due date falls on a weekend or holiday, reporting is due the following business day.

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.ioe@danecounty.gov	January 15, 2026 (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.ioe@danecounty.gov	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.ioe@danecounty.gov	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@danecounty.gov	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, 2026 (56 days after Agreement effective date) Final Revisions due November 15, 2026
Expense Reports (Unless PROVIDER is exempt)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	By the 25 th following the month of service
Advance Payment Surety Bond Certification listing Dane County as obligee (When applicable)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704 dcdhssuretybond@danecounty.gov	At the time payment is requested
Annual Audit (Unless PROVIDER is exempt)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704 dcdhsaudits@danecounty.gov	June 30, 2027, or 180 days after the end of PROVIDER's fiscal year
Audit Waiver Request	Dane County Department of Human Services Accounting dcdhsaudits@danecounty.gov	Prior to Agreement effective date
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, 2026; and January 5, 2027
Quarterly Client Services Reports	County Designee	May 1, 2026, August 1, 2026, November 1, 2026 and final quarter due April 1, 2027

**WISCONSIN MEDICAID COST REPORTING (WIMCR)
ADDENDUM**

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

- A. Case Management (CM)
- B. Community Support Program (CSP)
- C. Crisis Intervention & Stabilization – Hourly (CI/CS)
- D. Community Recovery Services (CRS)

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

October 2025