

Dane County Contract Cover Sheet

Revised 06/2021

Res 187
significant

BAF # 23117
Acct: Seitz
Mgr: Prescott
Budget Y/N: Y

Dept./Division	Human Services /HAA		
Vendor Name	WayForward Resrouces Inc.	MUNIS #	5252
Brief Contract Title/Description	Awarding a new two year Doubled Up Housing pilot programs with ERA fund that runs 10/1/23 - 9/30/25.		
Contract Term	10/1/2023 - 9/30/2025		
Contract Amount	\$ 731,267.00		

Contract # Admin will assign	15219 / 87149
Type of Contract	
<input checked="" type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Spring Larson, Contract Coordination Assistant	Name	Meghan Sohns
Phone #	608-242-6391	Phone #	608-826-3416
Email	dcdhscontracts@countyofdane.com	Email	meghan@mompheps.org
Purchasing Officer			

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

MUNIS Req.	Req #	Org:	Obj:	Proj:	
	Year	Org:	Obj:	Proj:	
		Org:	Obj:	Proj:	

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

Resolution Required if contract exceeds \$100,000 (\$40,000 PW)	<input type="checkbox"/> Contract does not exceed \$100,000 (\$40,000 Public Works)	Res #	187
	<input type="checkbox"/> Contract exceeds \$100,000 (\$40,000 Public Works) – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

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

APPROVAL
Dept. Head / Authorized Designee


APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	SHR 9/29/23

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 10/2/23	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Friday, October 6, 2023 10:45 AM
To: Hicklin, Charles; Rogan, Megan; Lowndes, Daniel
Cc: Oby, Joe
Subject: Contract #15219
Attachments: 15219.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 10/6/2023 10:47 AM	Approve: 10/6/2023 10:47 AM
	Rogan, Megan	Read: 10/6/2023 11:06 AM	Approve: 10/6/2023 11:07 AM
	Lowndes, Daniel	Read: 10/6/2023 11:41 AM	Approve: 10/6/2023 11:41 AM
	Oby, Joe		

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

Contract #15219
Department: Human Services
Vendor: WayForward Resources
Contract Description: Emergency Rental Assistance for Doubled Up Housing Pilot (Res 187)
Contract Term: 10/1/23 – 9/30/25
Contract Amount: \$731,267.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

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

**AWARDING CONTRACT TO WAYFORWARD RESOURCES, INC.
FOR DOUBLED UP HOUSING PILOT
DCDHS – HAA DIVISION**

This Dane County Department of Human Services (DCDHS) Housing Access and Affordability (HAA) project is funded with the County’s allocation of emergency rental assistance funds (ERA 2) authorized in the 2021 American Rescue Plan. Therefore, this resolution follows the format outlined in 2021 RES-013.

Justification

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

The act included funding for Emergency Rental Assistance (ERA 2). Dane County received an initial allocation of \$12.5 million and has received additional allocations since the original law was passed. Dane County has partnered with agencies to distribute ERA assistance through various programs, most notably through the Dane CORE 2.0 rental assistance collaboration.

In 2022, Dane County was approved for a reallocation of an additional \$27 million in ERA 2 from the United States Treasury. The funds were reallocated from the State of Wisconsin’s ERA 2 allocation, and granted to Dane County with the support of the State of Wisconsin.

On October 19, 2022 the Dane County Board approved legislation to accept the \$27 million. The resolution included the Dane County Department of Human Services’ (DCDHS) Housing Access and Affordability Division’s plan for the funds (HAA), which included planned investments in housing stability services.

Additionally, in the fall of 2021, the Dane County Board authorized a resolution creating a project position in the HAA Division to focus on program and policy development to address doubled-up homelessness in Dane County. Doubled-up homelessness is a term used to describe individuals living in the home of another individual or self-paying in a hotel/motel to avoid spending a night on the street or in a local shelter program after losing permanent housing due to eviction, economic hardship or other crises.

The position was filled in January of 2022, and the staff person has been working collaboratively with community advocates, providers, and people with lived experience on a number of project tasks related to furthering understanding and support for doubled-up households, including a housing pilot program.

As a result of this work, Dane County seeks to invest more than \$1,697,786 million in two, two-year pilot programs targeting doubled up households. The pilot seeks to support up to 60 households total between two programs over two years. The main focus of funding will be households with minor children. Households enrolled in the program will receive housing navigation, case management, as well as direct financial assistance for security deposits, rent, utilities and arrears for 12 months.

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The DCDHS HAA Division seeks approval to award a contract to WayForward Resources, Inc. to administer the doubled-up housing pilot. The contract totals \$731,267 (\$208,267 in program administration and \$523,000 in direct assistance to households). The contract term would be October 1, 2023 – September 30th, 2025. The program has the potential to serve 28 households. WayForward Resources was selected to administer the program via a competitive RFP process.

Response to the COVID-19 Pandemic: A 2019 Census data report estimated that as many as 5,627 individuals in Dane County were living in Doubled Up housing situations. At the same time, data from local public schools revealed that 1,627 students had reported doubling up or hotel staying.

These households have incomes that fall at or below the poverty threshold and are considered to be severely cost burdened. Doubled Up households are not only cost burdened, but present with significant challenges to securing rental units such as eviction records, justice involvement, lack of income, disabilities or other mental health and medical needs, as well as rental histories which do not meet traditional landlord screening criteria. The COVID-19 crisis only exacerbated preexisting housing barriers. Agencies reported more doubling up among program participants due to increased post-Pandemic evictions.

Assisted households must not have a lease in their own name, or be named on the lease of another household; the household must have at least one minor child aged 17 and below in the applicant household; and the household’s income may not exceed 80% AMI in Dane County

The program prioritizes high-need, high-risk households through use of an assessment which screens for individuals most likely to enter street or shelter homelessness.

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

Currently, there is no designated County-funded program exclusively for doubled up households that provides direct financial assistance, housing navigation and case management. This program is also unique in that it entails a metrics reporting and data tracking system. This information will improve the understanding of the local need and how to more appropriately structure interventions within the homeless service system. Additionally, this program will increase awareness of doubled up homelessness and how households can connect to services.

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

Up to 18 months of rental assistance can be provided per eligible household. If a household was assisted in the past with ERA-funded programs, they may still receive assistance through the doubled up pilot, for a combined total of no more than 18 months

103 of assistance.
104
105 Households are eligible for assistance if one or more individual(s) has qualified for
106 unemployment benefits, has experienced a reduction in household income, has incurred
107 significant costs, and/or has experienced other financial hardship due directly or
108 indirectly to the COVID-19 pandemic, and where one or more individual can
109 demonstrate a risk of experiencing homelessness or housing instability (a past due utility
110 or rent notice or an eviction notice, unsafe or unhealthy living conditions; or any other
111 evidence of such risk as determined by the grantee.)

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

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

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

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125 All ERA 2 funding must be spent by September 30, 2025.

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127 **Expected Outcomes and Data Collection**

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

136
137 Per the federal government, the information collected by the grantee must be reported to
138 the US Treasury on a quarterly basis to maintain ERA 2 compliance. This information
139 will be shared quarterly with the Dane County Board of Supervisors per 2021 RES-013.

140
141 In addition to federal reporting requirements, DCDHS has included elements to track zip
142 codes, domestic violence, and justice involvement, past homeless service encounters,
143 disability status, and income increases while in the program.

144
145 **NOW, THEREFORE, BE IT RESOLVED**, that the County Board approves a contract in
146 the amount of \$731,267 with WayForward Resources, Inc. and authorizes the County
147 Executive and County Clerk to execute the contract documents, and authorizes the
148 Controller to issue checks for payment of contract invoices.

149

<u>Vendor</u>	<u>Contract Amount</u>
150 WayForward Resources, Inc.	\$731,267

151
152

153 **BE IT FURTHER RESOLVED**, that unspent funds for the programs from 2023 be
154 carried forward for expenditure in 2024 and 2025.

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

DCDHS - COUNTY OF DANE
Purchase of Services Agreement

Agreement No:	15219 / 87149
Begin Date:	10/1/2023
Expiration Date:	9/30/2025
Authority: Res.	NA
Maximum Cost:	<u>\$731,267</u>
Number of Pages:	<u>38</u>
Corporation Counsel Approval:	<u>SHR 9/29/23</u>

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and WayForward Resources, 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 3502 Parmeter Street, Middleton WI 53562 for the purpose of:

Housing/Energy Assistance (SPC 106)

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 "programmatically accessible" 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 a Department of Workforce Development Division or to a Department of Health Services Division that covers the services purchased by Dane County, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. The PROVIDER further agrees to cooperate with the COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy; the name of the PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to the Dane County Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to the Dane County Contract Compliance Officer when such announcements are issued.
- E. 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.
 - 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. If COUNTY is liable for damages sustained as a result of breach of this Agreement by PROVIDER, COUNTY may withhold payments to PROVIDER as set off against said damages.
- C. If, through any act of or failure of action by PROVIDER, COUNTY is required to refund money to a funding source or granting agency, PROVIDER shall pay to COUNTY within ten (10) working days, any such amount along with any interest and penalties.

XXIII. RECORDS.

- A. **Open Records Requests.** PROVIDER agrees to assist COUNTY in promptly fulfilling or answering any open records request, in the manner determined by COUNTY, of a record not protected by a law requiring confidentiality that PROVIDER keeps or maintains on behalf of COUNTY.
- B. **Records Retention.** PROVIDER shall retain any record required to be kept on behalf of COUNTY for a period of not less than seven (7) years unless a shorter period of retention is authorized by applicable law or for a longer period of time if required by law. PROVIDER shall preserve Medicaid funded service and billing records for a period of not less than ten (10) years from the last service provided unless a shorter period or retention is specifically authorized by law. This provision survives the term of this contract.
- C. **Records Ownership 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. In the event of cancellation or reduction of state, federal or county funding upon which COUNTY relies to fulfill its obligations under this Agreement, PROVIDER agrees and understands that COUNTY may take any of the following actions:
 - 1. COUNTY may terminate this Agreement, upon thirty (30) days written notice.
 - 2. COUNTY may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 - 3. COUNTY may reduce funding to PROVIDER upon thirty (30) days written notice. If COUNTY opts to reduce funding under this provision, COUNTY may, after consultation between PROVIDER and COUNTY's contract manager or designee, specify the manner in which PROVIDER accomplishes said reduction, including, but not limited to, directing PROVIDER to reduce expenditures on designated goods, services and/or costs.
- E. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder or failure of PROVIDER to timely commence the contracted for services, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the 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 for its services as indicated below.

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

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

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

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

Programs 9335, 9336 , 9337, & 9338

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

1. PROVIDER has mismanaged any funds provided by COUNTY.

2. Funds in PROVIDER's possession are at risk of being seized by PROVIDER's creditors or other adverse interest.
 3. PROVIDER appears incapable of maintaining itself as a going business concern.
 4. PROVIDER fails to meet reporting requirements.
- D. **Administrative Cost Ceiling.** PROVIDER agrees to keep 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.
- 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 quarterly basis and is due no later than the 25th of the month following the end of the quarter. COUNTY may require reports more frequently upon thirty (30) day notice. Programs paid under the unit of service reimbursement method of payment shall be exempt from submitting the expense reports described in this paragraph.

N. Financial and Compliance Audit by PROVIDER.

1. PROVIDER, if it receives departmental funding over \$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., 3. or 4. above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. As required by the terms of this Agreement, PROVIDER shall submit an audit, which shall include a supplementary schedule identifying expenses and revenues by funding source and by program. Where there are other revenues in COUNTY program columns of the audit, except for interest and dividends, the revenues shall be deducted from the expenses in those columns to give the net expense to COUNTY.
 - b. In the event the audit requirement is waived by COUNTY 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. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVI, sub term G.2.
 - e. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of audited expenses plus five percent (5%) of audited expenses less other related program revenue versus the *Maximum Cost* as stated on page one of this Agreement.
 - f. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.

2. If this Agreement employs Method of Payment under sub term B., paragraph 2. Unit of Service Reimbursement above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. In the event the audit requirement is waived by COUNTY, or if PROVIDER receives combined COUNTY funding of less than \$100,000, PROVIDER shall provide COUNTY an unaudited supplementary schedule identifying reserves (non-profit organization) or allowable profit computation (profit organization) by funding source and by program.
 - b. If PROVIDER is a profit organization, final settlement on a per program basis, shall be 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
 - c. If PROVIDER is a non-profit organization, final settlement on a per program basis, shall be in accordance with Wis. Stat. 46.036(5m).

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

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

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

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

T. Purchased Equipment.

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

U. Purchase of Computer Equipment.

1. Any of PROVIDER's hardware intended to link with the COUNTY network, shall meet Dane County Department of Administration, Management Information Services standards in effect at the time the linkage is desired.

2. PROVIDER shall be responsible for the costs associated with connectivity hardware and software, including, but not limited to, installation of data lines and associated monthly costs, port patch panels (hubs), patch cables, network interface cards and network software.
3. PROVIDER shall be responsible for all maintenance of its computer equipment. Dane County Department of Administration, Management Information Services shall be responsible for maintenance of the network.
4. COUNTY shall be responsible for completing and submitting current and accurate Security Access forms for all staff who will be logging on to a Dane County network. COUNTY has the discretion to refuse access to the network for any reason.

SECTION D

(Reporting and Evaluation Requirements)

XXVII. REPORTS AND EVALUATION.

- A. **Audits and Contract Reviews.** PROVIDER agrees to submit to such random audits by COUNTY as COUNTY may request. Unless a violation of State, Federal or local law is alleged, COUNTY will give no less than ten (10) working days notice before a review or monitoring procedure. COUNTY's review and monitoring responsibilities under the terms of this Agreement may include, but are not limited to: Agreement compliance, certification status, financial expenditures, reporting requirements, units of service provided, Affirmative Action Plan, Civil Rights Compliance Plan, American Disability Act Compliance, on-site visits by COUNTY staff and/or county board members, or both, interviews with program consumers, families and guardians, interviews with direct service and management personnel. The State and/or Federal government may also conduct program reviews in connection with their financial oversight functions. PROVIDER agrees to cooperate with COUNTY, State and Federal governments in these reviews.
- B. **Client Reporting.** PROVIDER shall submit monthly client registration and/or client service participation reports in a format provided by COUNTY. Reports for January through November are due on the tenth of the following month. The December report is due no later than January 5.
- C. **Copies to be Supplied.** Copies of any evaluative information obtained by PROVIDER during the year, such as, outside evaluation or accreditation will be submitted to COUNTY at the time received.
- D. **Data Gathering.** PROVIDER will cooperate with COUNTY and other providers to define common data elements to be reported to COUNTY to assist in developing baseline data about program delivery, efficiency, and effectiveness.
- E. **Evaluation Compliance.** PROVIDER will comply with all COUNTY requirements regarding program evaluation COUNTY deems required under Wis. Stats. 46.23(6m)(g).
- F. **Quarterly Report.** PROVIDER will report, in a format as required by COUNTY, to COUNTY's designee on a quarterly basis, beginning on May 1. The final report shall be provided on April 1 of the following year. Reports shall include:
 1. Information on client waiting lists.
 2. Quantity of services by Agreement/client category.
 3. Progress or problems in achieving Agreement goals and performance outcomes.
 4. Progress or problems associated with overall PROVIDER operations.
 5. Other information as may reasonably be required by COUNTY.
 6. The fourth quarter report will also include a description of:
 - a. Agency and program objectives for that year;
 - b. Achievement of or progress toward those objectives;
 - c. Problems encountered in meeting the objectives.
 7. Reports on services provided in specific geographical areas as identified to PROVIDER by COUNTY.

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

SECTION E

(Contract Construction and Legal Process)

XXVIII. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

- A. **Choice of Law.** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
- B. **Copies Valid.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.
- C. **Construction.** This Agreement shall not be construed against the drafter.
- D. **Counterparts.** The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.
- E. **Entire Agreement.** The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- F. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties further agree that execution of this document may be made by electronic signatures. Any party not agreeing to execute this document by electronic signature will instead print out this Agreement, execute it by hand-inked signature and notate near the signature line that the organization either refuses to recognize electronic signatures of COUNTY or refuses to be bound by electronic signatures purporting to represent agreement of PROVIDER or both. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.
- G. **Limitation of Agreement.** This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees or subcontractors of either of the parties. Except, where PROVIDER intends to meet its obligations under this or any part of this Agreement through a subcontract with another entity, PROVIDER shall first obtain the written permission of COUNTY; and further,

PROVIDER shall ensure that it requires of its subcontractor the same obligations incurred by PROVIDER under this Agreement.

- H. **Severability.** The invalidity or un-enforceability of any particular provision of this Agreement shall not affect the other provisions herein, and this Agreement shall be construed, in all respects, as though all such invalid or unenforceable provisions were omitted.
- I. **Venue.** Venue for any legal proceedings shall be in the Dane County Circuit Court.

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: 10/2/23

Signature: 
Print Name and Title of Authorized Agent: Ellen Carlism
Executive Director

Date Signed: _____

Signature: _____

Print Name and Title of Authorized Agent: _____

PROVIDER'S Registered Agent: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: 10/02/2023


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

Date Signed: _____

JOE PARISI, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 9/20/2022

Program Summary Form

Created: 7/21/2023	Contract #: 87149	Provider: WayForward Resources
Revised:	Division: HAA	Funding Period: October 1, 2023 - September 30, 2025

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. 9335	9335	80000	30264	ERA Doubled Up Housing Pilot Admin	106			\$ 34.55	86	\$ 3,000		\$ 3,000	Specific	
b. 9336	9336	80000	30264	ERA Doubled Up Housing Pilot Direct Assistance	106			\$ 25,460.00	20	\$ 522,200		\$ 522,200	Specific	
c. 9337	9337	80000	30264	ERA Doubled Up Housing Pilot Application Fee	106			\$ 40.00	20	\$ 800		\$ 800	Specific	
d. 9338	9338	80000	30264	ERA Doubled Up Housing Pilot Housing Stability	106			\$ 34.55	5,941	\$ 205,267		\$ 205,267	Specific	
e.														
f.														
g.														
h.														
i.														
j.														
Total											\$ 731,267	\$ -	\$ 731,267	

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

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

a.	A unit is one hour of client service. Unit cost based on one hour of direct service to clients at a cost of \$34.55 per hour for a total of \$3,000 needed to fulfill service for an estimated 43 hours between October 1, 2023 through September 30, 2025. More or less house could be needed as the actual needs of households will vary.
b.	A unit is a household. Unit cost are an estimate of 20 households to be served with an average of \$25,460 in direct assistance. More or less households could be served by provider as actual needs of households and capacity of agency will vary.
c.	A unit is a household. Unit cost based on an estimate of 20 households to be served with an average estimate of \$40 in assistance per household. More or less households could be served by provider as actual needs of households and capacity of agency will vary.
d.	A unit is one hour of client service. Unit cost based on one hour of direct service to clients at a cost of \$34.55 per hour for a total of \$205,267 needed to provide support to an estimated 20 households between October 1, 2023 through September 30, 2025. More or less house could be needed as the actual needs of households will vary.
e.	
f.	
g.	
h.	
i.	
j.	

Standard Program Category (SPC) Code Description:

a. 106 Housing/Energy Assistance	c. 106 Housing/Energy Assistance	e.	g.	j.
b. 108 Housing/Energy Assistance	d. 106 Housing/Energy Assistance	f.	h.	k.

Contract Manager(s)/Programs:
Johnisha Prescott - prescott.johnisha@countyofdane.com

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

Schedule A

**WayForward Resources, Inc.
Doubled Up Housing Stability
ARP Double Up Housing Pilot
Programs # 9335, 9336, 9337, & 9338
Contract # 87149**

I. Services to be Purchased

A. Description

The provision of services and management of a comprehensive support pilot program for households that are experiencing Doubled-Up Homelessness.

Services must include housing search, case management, and delivery of direct payments for housing costs through progressive engagement, with the intent of effectively transitioning the household to become financially independent of the program's support within 12 months.

For this program, progressive engagement is defined as a person-centered approach in which successive phases of intervention guide the level of direct financial assistance needed for self-sufficiency.

- a. Progressive engagement is at the discretion of the agency in partnership with the household.
- b. Progressive engagement can be increased or decreased, as needed, throughout the duration of the program.
- c. Progressive engagement must be part of the household's individualized service plan.

(SPC Code 106: Housing/Energy Assistance)

B. Service Location: Service area exclusive to the following geographic areas within Dane county, WI:

1. Middleton WI,
2. Cross Plains, WI
3. Select areas throughout Madison, WI

C. Service Days / Hours

Services will be available on average from Monday through Friday from 9am to 5pm, with occasional evening and/or weekend hours as determined by PROVIDER.

D. Persons to be Served:

1. Target Population/Eligibility

PROVIDER shall serve households currently experiencing doubled up homelessness or self-paying in hotels/motels who currently reside in a residence or dwelling in Dane County.

All households referred to the program must have the following completed referral documents:

- a. An application containing attestation of housing status;
- b. An intervention assessment.

PROVIDER shall collect documentation of eligibility.

A household qualifies if:

- a. Eligibility for households is limited to the following requirements at the time of program application:
- b. Are living in the home of another individual or self-paying in a hotel/motel to avoid spending a night on the street or in a local shelter program after losing permanent housing due to eviction or economic hardship.
- c. Do not have a lease in their own name, and are not named on the lease of another household.
- d. Has at least one minor child aged 17 and below in the applicant household.
 - i. Exception made for high-risk single households not to exceed 10% of total households served.
- e. Income does not exceed 80% AMI in Dane County.
 - i. Households entered into the program under eligible income limits must be exited from the program at recertification if the household income limits exceeds 80% AMI.

For the purpose of this program, the above is considered the working definition of doubling up.

The priority for housing placement and program funding are solely determined by outcomes on the intervention assessment. Households can receive 1 (one) point for each high-risk indicator.

Services shall be offered to households on the priority list in order of highest placement at the time of the referral.

- a. Additional eligibility is extended to households currently experiencing doubled up homelessness or self-paying in hotels/motels and were waitlisted by a vendor agency no more than 90 days before the contract start date. These households are still subject to completing the intervention assessment.

E. Length / Duration of Services

Services shall be provided for up to 12 months or less than one year, if the client household has transitioned out of program and into appropriate, stable housing, as determined by the PROVIDER.

F. Client Referral Process

1. The PROVIDER shall take referrals for the program from approved community partners who have conducted a prescreening of the applicant household. Approved referral partners will be finalized by PROVIDER and COUNTY before the housing pilot begins.
 - a. Referral partners will be agreed upon by COUNTY and PROVIDER and determined after training of the referral partner is successfully completed.
 - i. Program will not exceed five (5) community referral partners total
 - b. Referral partners complete the application and assessment with eligible households.
 - i. Application with completed assessment is sent to appropriate PROVIDER based on residency.
 - ii. A copy of the assessment is sent to County staff
 - iii. Assessment scores are transmitted electronically and managed by County staff
 - iv. The County communicates the highest prioritized households to the appropriate agency based on residency

- v. PROVIDER reaches out the household and completes Service selections in Neighborly.
- vi. PROVIDER is allowed to request four (4) non-serviced households each month

G. Lease Up and Rental Payment Process

1. PROVIDER shall conduct landlord outreach to identify available units for program participants. Outreach shall include communication and education with owners, landlords and/or agents regarding the rental assistance program and process.
2. PROVIDER shall enroll eligible clients in available program slots and begin housing search/applications with the client. Services will be offered without preconditions (I.e. employment income, absence of criminal record, or sobriety).
3. PROVIDER must review potential lease terms with client prior to lease signing to ensure client understands and accepts lease terms.
4. PROVIDER shall complete the rental packet documents and submit them to the COUNTY contract manager for approval prior to processing lease, renewal, and arrears executions with clients. Completed documents in the packet must include a Checklist that accompanies the following forms:
 - a. Certification that client file has been created in Neighborly and any additional required systems.
 - b. Fiscal Assistance Intake Form.
 - c. Lease or Renewal (including addendums) or landlord approval letter (including tenant name, address, rent amount and dates of expected occupancy).
 - d. Habitability Standards Checklist – Initial and renewal.
 - e. Rent Reasonableness Form and Fair Market Rent Certification (including Utility Allowance calculations) – Initial and renewal.
 - f. Rental Assistance Agreement signed by landlord
 - g. W-9 Form for Owner/Landlord or applicable party
 - h. Fiscal Assistance Rental Agreement
 - i. Current invoice or statement of amount owed (arrears only)
 - j. Change Form (if applicable)
5. After PROVIDER submits the rental packet, COUNTY will review the file for accuracy, notify provider of any changes needed, and approve/deny the housing placement. If approved, COUNTY will work with its fiscal agent, currently Fiscal Assistance, Inc., to establish

direct landlord, utility, and/or arrears payments and communicate completion of this process to PROVIDER.

6. PROVIDER shall work with client and COUNTY to establish utility payments for the tenant (if needed) through Fiscal Assistance. PROVIDER shall keep ongoing record of clients assisted with utilities and share information with Fiscal Assistance no less than monthly.
7. PROVIDER must ensure that rent and utilities are paid BEFORE the established due date to avoid late fees and other penalties.
 - a. If household has transitioned into progressive engagement support the PROVIDER must create an achievable plan and safeguard to ensure that rent payments are paid on time.
8. PROVIDER shall notify COUNTY at least 30 days in advance of the effective date if rent adjustment and/or utility payments (i.e. renewals, subsidy agreement) for the unit must be made.
9. PROVIDER shall notify COUNTY at least 30 days in advance of the effective date if tenant will no longer resides in the unit and/or any changes to household composition.

H. Administration

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

I. Financial Assistance

1. Each household may receive up to the maximum amount of assistance allowed for each assistance type for up to 12 months.
 - a. Security Deposit
 - i. A maximum of \$4,500 per household may be disbursed for payment.

- ii. Unused security deposit allowance is not eligible to be reallocated for different expenses.
 - iii. Uncaptured security deposit amounts less landlord fees, shall be paid back to the COUNTY.
 - b. Rent
 - i. A maximum of \$18,000 per household may be allocated for rent payments.
 - Both the current leased and occupied unit, as well as any arrearages from a different address are eligible for assistance.
 - 1. Arrearages are only eligible when they present a clear barrier to the tenant selection process and if clearance will result in acceptance for the applied for unit. A letter from the landlord agreeing to lease the unit to the household is required to pay arrearages.
 - Payments fines or parking fees are not eligible.
 - Rent may be paid three (3) months in advance at the discretion of the County.
 - c. Utility
 - i. A maximum of \$3,000 per household may be allocated for utility payments.
 - Payments for arrears accrued at a unit not leased in the program are not allowed.
2. PROVIDER shall ensure that assistance to households does not exceed maximum established limits.
- a. Payments made in excess of established limits must be repaid to the COUNTY within 90 days of discovery and verification.
 - b. Assistance for the program may not exceed 12 months of service.
 - i. Total months of assistance may not exceed 18 months of service between ERA I and ERA II programs.
 - ii. Security deposits do not count towards months of service.
3. Payment limits are per household under one eligible lease for a maximum of 12 months.
4. PROVIDER may request modest increases to funding limits per household on a case by case basis, not to exceed the total amount contracted to PROVIDER.
- a. Increases are not guaranteed and are at the discretion of the COUNTY.

- b. PROVIDER shall use progressive engagement as appropriate to ensure that the provided funding is sufficient enough to maintain housing throughout the 12 month period.
- c. PROVIDER understands that funding increases may decrease the total number of households able to be served.

J. Eligible Units

- 1. Units must be safe and in habitable condition.
- 2. Rent for the unit must be no more than 100% of fair market rate (FMR) for the particular bedroom unit. FMR is defined as determined by the federal department of Housing and Urban Development (HUD).
<https://www.huduser.gov/portal/datasets/fmr.html>

There are no exception to the 100% FMR restriction.

- 3. The proposed unit must have a reasonable number of bedrooms in relation to the total number of people in the household or household composition. For example, rent payments may not be approved for a three-bedroom unit for a household of one.

Limited exceptions may be granted by COUNTY and must be requested in writing by PROVIDER.

K. Client Rent, Fees, and Damage Responsibility

- 1. PROVIDER shall operate the program with a progressive engagement model. If client is determined by PROVIDER to be able to contribute to rent after initial enrollment in the program, client may be asked to contribute a portion of their income to rent. Vendor agency shall implement policies to ensure that progressive engagement does not negatively impact the household and is adequately measured.
- 2. PROVIDER will work with client to make rent payments directly to the client's landlord.
- 3. If rent payments are missed, PROVIDER will work with client to pay back rent.
 - a. Arrears accumulated while in the program at the leased unit are eligible for payment.
- 4. Rent paid by the COUNTY is defined as the base rent before any extra fees due. Fees such as parking, garage, storage, washer/dryer, water

softener salt, pet, etc. are not part of the budgeted line items. Clients are solely responsible for these extra costs as part of their residency, and PROVIDER will work with clients to pay for these costs.

- a. Ineligible costs for County support are listed below:
 - i. Move in costs
 - ii. Storage fees
 - iii. More than one (1) application fee
 - Payment only made for approved units
 - Under certain circumstances, application fees may be paid for all adults in the household.
 1. This stipulation is still limited to one approved unit.
 - iv. Utility payments in excess of \$3,000
 - v. Security deposits in excess of three (3) month's rent
 - vi. Costs associated with homeownership such as mortgages, lot fees, or owner utilities.
5. Any costs and/or expenses with regards resident and/or their guest's damage and/or neglect are not eligible for reimbursement with COUNTY funds. This includes expenses during and/or after occupancy that the security deposit does not cover.

L. Capacity

PROVIDER will serve at least 28 households (inclusive of all household members) at any given time. Dependent on capacity, need and as funding allows, the number served may increase or decrease when agreed upon by both parties.

M. Program Goals

PROVIDER will work towards accomplishing successful outcomes in alignment with the following program goals:

1. Transition and placement of households into permanent and stable housing.
2. Create exit plans for households ahead of termination of support to ensure ongoing housing stability.
3. 75% of program participants being able to enter into progressive engagement at or before the 6 month program mark.
4. At least 50% of households being able to maintain or increase level of progressive engagement by the end of the program.

5. No more than 5% of households entering literal homelessness within the first year.
6. At least 50% of households from high needs zip codes.
7. At least 30% of referrals coming from specified partner agencies.

II. Provider Responsibilities

A. During the term of this agreement the PROVIDER shall:

1. Help clients find an available housing unit with housing search assistance. Housing selection must be guided by the client. Where feasible, the client will be given knowledge of multiple housing units which fit their criteria.
2. Provide case management for clients for up to 12 months. Case management services shall include:
 - a. Review of housing barriers and consultation for remediation.
 - b. Review of leases with clients prior to execution to ensure understanding of the terms, rules and guidelines.
 - c. Negotiate with landlords reasonable changes to lease terms and rules where warranted.
 - d. Help clients communicate appropriately with client's landlord, serve as a contact for landlords, and work with landlords on problem resolution with tenants.
 - e. Review any notices and correspondence regarding the client's tenancy received from landlords, work with clientele on resolving the issue(s) needed to stabilize housing.
 - f. Conduct move in and at least annual habitability inspections for the unit. Work with client and/or landlord on resolving any concerns with housekeeping, damages, and/or other items found affecting continued occupancy.
 - g. Develop a housing stability plan to ensure stability.
 - h. Assistance with collection and payment of tenant's share of rent to tenant's landlord, when applicable.
 - i. Connection to community benefits or resources that will assist with housing stability, including but not limited to mainstream benefits, health care, behavioral health, legal assistance, employment and training.
 - j. Program exit plans to ensure continued housing permanency, and prevention of housing instability or homelessness.

- k. Landlord engagement to create and maintain meaningful relationships with area landlords that can lead to more housing options for individuals.
- 3. Provide assistance to households in the event of an eviction from the unit.
- 4. Communicate regularly with the COUNTY contract manager. This includes:
 - a. Program check-in meetings scheduled at regular intervals as directed by the COUNTY and agreed upon with PROVIDER.
 - b. Close cooperation and communication with timely responsiveness to requests made by the COUNTY.
 - c. Provide data within a reasonable and reliable manner as specified in the contract and other requests made by the COUNTY.
 - d. Work together in a shared commitment toward a common goal. Collaboratively generate strategies and prioritize performance solutions based on program needs and services provided.
 - i. Communicate regularly with other housing agencies, including other agencies working with COUNTY through the doubled-up housing pilot, to increase collaboration and program alignment through case conferencing meetings and other activities.
- 5. Notify COUNTY contract manager if Landlord defaults on its lease obligations and work with the Landlord and client to correct lease violations, or if necessary, request that lease payments be suspended as authorized by law in a manner that minimizes the impact on client household.
- 6. Participate in the local Dane County Continuum of Care (CoC)/Homeless Services Consortium (HSC).
 - a. Participation in at least one monthly meeting is required.
 - b. Participation requirement should be maintained by consistent agency staff, where feasible.
- 10. Adhere to DCDHS-HAA Housing Stability Policy and Procedure Manual.

11. Ensure staff training, enter required data, and maintain service records utilizing both Neighborly and an approved data management system.

- a. Assessment training to be provided by the Division of Housing Access and Affordability.
- b. Neighborly portal training to be provided by the City of Madison.

B. Reporting Requirements:

U.S. Treasury Department has not released detailed reporting requirements. Reporting requirements may change as additional guidance is provided in this area. PROVIDER agrees to provide the COUNTY with any other information needed to meet reporting requirements that may arise in association with this agreement.

1. PROVIDER shall create and submit a monthly report to its COUNTY contract manager via e-mail by the fifteenth (15) of the following month with program-level data or agency data responsive to the following listed metrics:

- a. The acceptance rate of applicants for assistance;
- b. Percentage of participants stably housed at one (1) month and quarterly intervals.
- c. Percentage of participants who have not experienced any housing related court action (eviction filing) at quarterly intervals.
- d. The number of individuals who obtained employment and/or increased income during their time in the program.
- e. The number of individuals who established connection to mainstream benefits.
- f. Program exit percentages:
 - i. Successful exits
 - ii. Termination
 - Voluntary
 - Involuntary
 - iii. Non Placement
- g. Percentage of grant applications and subsequent agreements with landlords that are completed timely (within 30 days).

2. PROVIDER shall have the following program level data completed in the Neighborly system by the fifteenth (15) of each month:

- a. Total number of households referred to the program.

- b. Demographics of households served, including gender, race and ethnicity information and zip code;
 - c. Incomes of eligible households by income tier (less than or equal to 30% of AMI, between 31 and 50% AMI, between 51 and 80% AMI).
 - d. Number households served;
 - e. Type of assistance provided to each household
 - f. Total rent/utilities/move-in costs allocated for the program, and the average cost per household.
3. PROVIDER will maintain financial records to demonstrate that COUNTY funding sources are not comingled with other funding sources and that uses of funds effectively avoid duplication of benefits associated with both COUNTY and other funding sources. These records will be made available to the COUNTY upon request.
 4. COUNTY may take corrective action if PROVIDER fails to submit reports by the dates above without prior written notice of any delay to its COUNTY manager, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted.
 5. PROVIDER shall perform required Internal Revenue Service 1099 reporting to fulfil tax requirements for all rental payees at year-end.

COUNTY may take corrective action if PROVIDER fails to submit reports by the dates above, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted.

III. Conflict of Interest/Self-Dealing

- A. A conflict of interest is defined in this contract as an action taken by PROVIDER, its employees, agents, and family members and business associates of PROVIDER or its employees and agents, where the entities receive a steady stream of business/referrals to the exclusion of other landlords, or where the referral is not in the best interest of the client served.
- B. PROVIDER shall disclose any contractual, business or familial relationship it may have with a landlord and disclose such relationships had by its employees and agents in advance to its COUNTY contract

manager. The disclosure will be placed in the contract file.

- C. If PROVIDER, or any of its employees or agents, owns or manages housing units where it acts as or on behalf of a landlord, PROVIDER will disclose in advance the specified number of these units allocated for the COUNTY Doubled Up Pilot Program.
- D. Except as specifically provided herein, PROVIDER, its employees, agents, and family members and business associates of PROVIDER or its employees and agents, will conduct business under this contract to avoid any actual conflicts of interest and will not receive pecuniary or other value outside this Agreement for referrals for housing made under this Agreement.

IV. Other Features and Requirements

- A. PROVIDER and COUNTY agree that during this agreement terms may be renegotiated to address changes in program plans and available revenues.
- B. The PROVIDER shall commit sufficient hours of staff time to deliver the services described above.
- C. PROVIDER shall give its COUNTY contract manager adequate notice of any planned staff/management changes that will significantly impact the provision of this program and/or its services.

WayForward Resources, Inc.
Schedule B – Fiscal
Contract 87149 – Doubled Up Housing Stability &
ARP Double Up Housing Pilot
Programs 9335, 9336, 9337, & 9338

- 1) An initial lump sum of \$522,200 direct assistance benefits (Program 9336) funding for client benefit payments will be made available to PROVIDER for purposes of application fees, rent, and utility payments for household participants. This funding reflects benefit pass-through funding provided to landlords or utility providers on the County's behalf.
- 2) For additional pass-through funding distributions, the COUNTY will monitor benefit spending levels based on monthly reporting and make additional rental assistance benefit funding available for PROVIDER administration based on fiscal reporting data and documented spending levels.
- 3) Housing assistance related payments under this agreement are intended to be paid to landlords and other service providers on a month-to-month basis. Advance payments are not permitted without County approval.
- 4) Provide utility assistance through progressive engagement, up to 100% of the invoiced bill. Utilities are limited to gas, electric, water, and sewer fees.
- 5) Make payments directly to landlords or utility service provider and be positioned to issue Form 1099 to all landlords receiving payments.
- 6) Programs 9335, 9336, 9337, & 9338 will be reimbursed monthly upon receipt of expense reports supporting actual expenditures.
- 7) Expense reports shall be submitted on a monthly basis on a form provided by COUNTY. Expense reports are due no later than the 25th of the following month and should report actual expenses.
- 8) PROVIDER shall submit monthly pass-through payment detail reporting that minimally reports:
a) identity of payee, b) beneficiary name, c) payment amount separated by payment type (rent vs. utilities), d) rental period, e) payment date. Reports will be submitted to COUNTY manager and COUNTY accounting designees.
- 9) PROVIDER shall maintain financial records to demonstrate that COUNTY funding sources are not comingled with other funding sources. These records will be made available to the COUNTY upon request.
- 10) PROVIDER agrees to provide COUNTY with information as needed to meet federal reporting requirements that may arise in association with this agreement.
- 11) PROVIDER agrees to provide the COUNTY with any other information needed to meet reporting requirements that may arise in association with this agreement.

SCHEDULE C REPORTING REQUIREMENTS

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

REPORT	WHERE SUBMITTED	DUE DATE
Affirmative Action Plan (Unless PROVIDER is exempt)	Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com	January 15, 2023 (15 days after Agreement effective date.)
Civil Rights Compliance Plan (Unless PROVIDER is exempt)	Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com	On or before the effective date of the Agreement
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@countyofdane.com	Within 10 days of complaint or findings
Certificate of Insurance listing Dane County as additional insured.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704 dcdhscontracts@countyofdane.com	At the time the Agreement is signed
Program Budget and Supporting Personnel Schedule (Unless PROVIDER is exempt)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	February 26, 2023 (56 days after Agreement effective date) Final Revisions due November 15, 2023
Quarterly Expense Reports (Unless PROVIDER is exempt)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	April 25, July 25, and October 25, 2023; and January 25, 2024
Annual Audit (Unless PROVIDER is exempt)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704 dcdhsaudits@countyofdane.com	June 30, 2024, or 180 days after the end of PROVIDER's fiscal year
Audit Waiver Request	Dane County Department of Human Services Accounting dcdhsaudits@countyofdane.com	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, 2023; and January 5, 2024
Quarterly Client Services Reports	County Designee	May 1, 2023, August 1, 2023, November 1, 2023 and final quarter due April 1, 2024