Dane County Contract Cover Sheet

Revised 06/2021

Res 156

BAF # 25238
Acct: Yundt
Mgr: Meister
Budget Y/N: N

Dept./Division	Human Services / BH		
Vendor Name	Still Standing Enterprise LLC	**MUNIS #**	32677
Brief Contract Title/Description	New CCS Contract		
Contract Term	9/1/25-12/31/25		
Contract Amount	$ 0.00		

Contract # Admin will assign	15959 / 87711

Type of Contract	
☒	**Dane County Contract**
☐	**Intergovernmental**
☐	**County Lessee**
☐	**County Lessor**
☐	**Purchase of Property**
☐	**Property Sale**
☐	**Grant**
☐	**Other**

Department Contact Information	
Name	Spring Larson, Contract Coordination Assistant
Phone #	608-242-6391
Email	dcdhscontracts@countyofdane.com
Purchasing Officer	

Vendor Contact Information	
Name	Nikyra McCann
Phone #	608-896-0743
Email	nmccann@ss-enterprise.com

Purchasing Authority		
☐	**$11,000 or under – Best Judgment** (1 quote required)	
☐	**Between $11,000 – $37,000 ($0 – $25,000 Public Works)** (3 quotes required)	
☐	**Over $37,000 ($25,000 Public Works)** (Formal RFB/RFP required)	**RFB/RFP #**
☐	**Bid Waiver – $37,000 or under** ($25,000 or under Public Works)	
☐	**Bid Waiver – Over $37,000** (N/A to Public Works)	
☒	**N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other**	

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

Budget Amendment

☐ A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds $100,000 ($40,000 PW)			
☒	Contract does not exceed $100,000 ($40,000 Public Works)		
☐	Contract exceeds $100,000 ($40,000 Public Works) – resolution required.	**Res #**	156
☐	A copy of the Resolution is attached to the contract cover sheet.	**Year**	2025

CONTRACT MODIFICATIONS – Standard Terms and Conditions

☒ No modifications. ☐ Modifications and reviewed by: ☐ Non-standard Contract

- - - -

Goldade, Michelle

From: Goldade, Michelle
Sent: Thursday, October 2, 2025 10:26 AM
To: Hicklin, Charles; Rogan, Megan; Cotillier, Joshua
Cc: Oby, Joe
Subject: Contract #15959
Attachments: 15959.pdf

Tracking:

Recipient	Read	Response
Hicklin, Charles	Read: 10/2/2025 10:29 AM	Approve: 10/2/2025 10:29 AM
Rogan, Megan	Read: 10/2/2025 10:27 AM	Approve: 10/2/2025 10:27 AM
Cotillier, Joshua		Approve: 10/2/2025 10:36 AM
Oby, Joe		

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

Contract #15959
Department: Human Services
Vendor: Still Standing Enterprise LLC
Contract Description: Comprehensive Community Services Contract (res 156)
Contract Term: 9/1/25 – 12/31/25
Contract Amount: $0

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.

2025 RES-156

AUTHORIZING NEW COMPREHENSIVE COMMUNITY SERVICES (CCS) CONTRACTS DCDHS – BEHAVIORAL HEALTH DIVISION

The Dane County Comprehensive Community Services (CCS) Program is now delivering recovery-based mental health and substance use services to more than 2,600 participants across the lifespan. The intent of CCS services is to assist people in identifying their personal goals and help them work toward those goals at their own pace. In the CCS program you are in charge of your own recovery. CCS is a Medicaid benefit available to individuals who have a mental health and/or substance use diagnosis. Federal Medicaid funds are matched by general purpose revenue from the State of Wisconsin. Dane County levy is not used to fund CCS.

CCS relies on a network of more than 100 contracted providers to deliver what are referred to as psychosocial rehabilitation services to CCS participants. Since the program began in 2015, Dane County has maintained an open network of willing and qualified providers to deliver those services. Still Standing Enterprise and Freedom Love Acceptance Educational Center are two of the latest agencies to apply to join the CCS Open Network of providers.

CCS provider contracts delineate which of the 13 service categories the agency is qualified to provide, as determined by Dane County staff applying the requirements of the state administrative code that governs CCS. Providers are reimbursed for all valid, billable activity that is produced while serving a CCS participant. Because of this payment method, CCS contracts differ from Purchase of Service contracts in that they do not state a maximum cost to the contract.

NOW, THEREFORE, BE IT RESOLVED that CCS contracts with Still Standing Enterprise and Freedom Love Acceptance Educational Center be executed and that the County Executive and County Clerk are hereby authorized and directed to sign each contract on behalf of Dane County, and that the Controller is authorized to issue payments related to the execution of the contract.

DCDHS – COUNTY OF DANE

Comprehensive Community Services Agreement

Agreement No.:	15959 / 87711
Begin Date:	9/1/2025
Expiration Date:	12/31/2025
Authority Res.:	N/A
Number of Pages:	25
Corporation Counsel Approval:	SHR 9.12.25

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Still Standing Enterprise LLC (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, Wisconsin 53704, desires to purchase services from PROVIDER, whose address is 2921 Landmark Pl, Ste 215 #455, Madison WI 53713 for the purpose of providing services for COUNTY's Comprehensive Community Services program.

Comprehensive Community Services (CCS) are certified per the requirements of s. DHS 36, Wis. Admin. Code and provide a flexible array of individualized community-based psychosocial rehabilitation services authorized by a licensed mental health professional under s. DHS 36.15, Wis. Admin. Code and provided to consumers with mental health or substance use issues across the lifespan who qualify based on level of need through a completed MH/AODA Functional Screen or Children's Long Term Supports Functional Screen. The intent of the services and supports is to provide for a maximum reduction of the effects of the individual's mental health and substance abuse disorders and the restoration of a consumer to the highest possible level of functioning and to facilitate his/her recovery and resilience. The services provided must be individualized to each person's needs and recovery goals as identified through a comprehensive assessment. The services must fall within the federal definition of "rehabilitative services" under 42 CFR s. 440.130(d); and

WHEREAS PROVIDER is able and willing to provide such services, more specifically described in Schedule A;

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.

II. SERVICES.

A. PROVIDER agrees to provide the services detailed in the *Dane County Recertification Application for CCS Service Providers, Dane County Application for CCS Service Providers* 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 the *Application, Recertification Application* 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 adhere to the requirements of Wisconsin Administrative Code Ch. DHS 36, the *Dane County CCS Provider Handbook*, and ForwardHealth requirements for Comprehensive Community Services.

C. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.

D. 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.

E. 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.

F. 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.

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

H. 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.

I. 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.

J. PROVIDER understands that time is of the essence as to all PROVIDER requirements.

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

SECTION A

(Non-Discrimination)

III. NON-DISCRIMINATION.

A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment,

advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

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

IV. AFFIRMATIVE ACTION.

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

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

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

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

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

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

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

VI. BILINGUAL SERVICES.

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the

services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

VII. CIVIL RIGHTS COMPLIANCE.

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

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

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

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

E. 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. Have a Notice of Privacy Practices.
   c. Developing and maintaining current and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, including electronic storage and transmission.
   d. Maintaining policies and procedures to protect against the identity theft of client/consumer information.

e. Tracking disclosures of PHI as required by law.
f. Having and maintaining procedures in the event of a breach of PHI, logging security events, providing notices and mitigating damages as required by law.

2. Where PROVIDER has access to COUNTY's client records and discovers any breach or unauthorized acquisition, access, use or disclosure of such records, PROVIDER shall inform COUNTY within (5) business days after PROVIDER learns of such breach.

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 Agreement, which will be included and made part of this Agreement.

XII. COOPERATION.

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

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

XIII. 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. <u>INSURANCE</u>.

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

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

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

3. Professional Liability.
PROVIDER agrees to maintain Professional Liability at a limit of not less than $1,000,000 per claim with a $1,000,000 aggregate for all PROVIDER's professional employees. The coverage shall include Unintentional Errors/Omissions Endorsement. There shall be an extended reporting period provision of not less than two years.

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

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

Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.

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

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

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

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

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

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, including but not limited to the Dane County CCS Provider Handbook.

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

C. The following shall constitute grounds for immediate termination:

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

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

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

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

F. Termination or reduction actions taken by COUNTY under this Agreement are not subject to the Dispute Resolution Process, S*ection 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. **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.

C. **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.

D. **Expense Reports and Annual Cost Report.** PROVIDER, if it receives COUNTY funding over $100,000, shall submit quarterly expense reports and an annual cost report on the form provided by COUNTY. The expense reports shall be submitted on a quarterly basis and are due no later than the 25th of the month following the end of the quarter. The annual cost report is due no later than March 31st following the end of the year. COUNTY may require reports more frequently upon thirty (30) days' notice. In determining the amount of annual funding provided by the COUNTY, the PROVIDER shall consider funds provided through all direct contracts with the COUNTY from the previous calendar year.

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

1. PROVIDER, if it receives COUNTY 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 a 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;
    e. Dane County CCS Provider Handbook
4. When required, the audit shall include the following items:
    a. Financial Statements of the overall agency, including the independent auditor's opinion on the statements.
    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 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 provided by COUNTY.
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.

F. **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.

G. **Final Settlement.**

1. If PROVIDER is a profit organization, final settlement on a per program basis, shall be audited expenses plus five percent (5%) of audited expenses less related revenue.
2. If PROVIDER is a non-profit organization, final settlement on a per program basis, shall be as permitted by sections 46.036(5m) of the Wisconsin Statutes.
3. Final settlement shall be completed on an accrual basis. COUNTY will confirm amount payable for contract year with audit confirmations. The amount payable is not guaranteed and is subject to COUNTY receiving actual payment from State.

H. **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.

I. **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.

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

K. **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.

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

C. **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.

D. **Provider.** Understands and acknowledges that all reporting requirements survive the Expiration Date of this Agreement.

SECTION E

(Contract Construction and Legal Process)

XXVIII. CONTRACT CONSTRUCTION AND LEGAL PROCESS.

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

B. **Copies Valid.** This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile, reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

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

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

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

F. **Execution.** This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so. The parties further agree that execution of this document may be made by electronic signatures. Any party not agreeing to execute this document by electronic signature will instead print out this Agreement, execute it by hand-inked signature and notate near the signature line that the organization either refuses to recognize electronic signatures of COUNTY or refuses to be bound by electronic signatures purporting to represent agreement of PROVIDER or both. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, “electronically signed” or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

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

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

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

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

FOR PROVIDER:

Date Signed: 10/1/2025

Signature: Nikyra McCann

Print Name and Title of Authorized Agent: Nikyra McCann/Owner

"Signed Electronically"

Date Signed: _____

Signature: _____

Print Name and Title of Authorized Agent: _____

PROVIDER'S Registered Agent: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: 10/01/2025

JOHN SCHLUETER, Director of Human Services
(when applicable)

Date Signed: _____

MELISSA AGARD, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 9.28.2022

Still Standing Enterprise LLC
2025 SCHEDULE A PROGRAM REQUIREMENTS
Comprehensive Community Services (CCS)

A. Description of Services to be Purchased: The service to be purchased is SPC 510.10 Comprehensive Community Services (CCS).

1. Service Categories

The following service categories, more fully described in the *Forward Health Online Handbook for Comprehensive Community Services* which may be found at: https://www.forwardhealth.wi.gov/WIPortal/Subsystem/KW/Display.aspx?ia=1&p=1&sa=12&s=2&c=61, shall be provided under this contract:

Service Category:

5. Medication Management
6. Physical Health Monitoring
8. Individual Skill Development and Enhancement
9. Employment-Related Skill Training
10. Individual and/or Family Psychoeducation
11. Wellness Management and Recovery/Recovery Support Services

Services shall only be provided by the Providers authorized for each service category who are part of the certified CCS program.

Before a service is provided to a CCS member and submitted for reimbursement, the service must be authorized by the client's assigned Mental Health Professional, and if the client has or may have a substance use disorder, by a Substance Abuse Professional.

CCS includes only activities delivered by Providers who are part of the certified CCS program to persons with a diagnosis of a mental disorder or a substance use disorder as defined in DHS 36.14 (2), Wis. Admin. Code. Consumers enrolled in waiver programs are eligible for CCS. CCS recipients may not be concurrently enrolled in a Community Support Program (CSP), targeted case management, or Children Come First (CCF).

2. Staff

a. All staff providing services under the CCS Program shall meet the requirements under DHS 36, Subchapter IV-Personnel, Wis. Admin. Code, and be credentialed by the COUNTY prior to providing services.

b. Documentation of staff qualifications shall be made available by PROVIDER for review by consumers and parents or legal representatives of consumers if parent or legal representative consent to treatment is required.

c. PROVIDER shall maintain and make available to COUNTY, staff records in accordance with DHS 36.10 (2) (d), 36.10(4), 36.11, 36.12 (1)(d), Wis. Admin. Code.

d. PROVIDER shall require all staff providing services under the CCS Program to attend the COUNTY's CCS orientation program within three (3) months of the date they start with the CCS Program.

e. PROVIDER shall submit CCS Staff Listing available on the County web site at: https://danecountyhumanservices.org/ at the time of any changes to staff who will be providing services under the CCS Program.

f. PROVIDER shall submit all documentation for credentialing/re-credentialing requested by the COUNTY's designated CCS Provider Network Coordinator within 30 calendar days of such request.

3. Persons to be Served

a. Target Population: Dane County residents enrolled in the COUNTY's Comprehensive Community Services (CCS) program. Per DHS 36.14, Wis. Admin. Code, psychosocial rehabilitation services are available to individuals who, based on a State Department of Health Services approved functional screen, are determined to require more than outpatient counseling but less than the services provided by the Community Support Program (CSP) under s. 51.421, Stats., and Ch. DHS 63, Wis. Admin. Code. Individuals must have a mental health or substance use disorder and a functional impairment that interferes with or limits one or more major life functions and results in the need for services that are described as ongoing, comprehensive and either high-intensity or low-intensity.

b. Eligibility Requirements: COUNTY will determine the eligibility of all persons who are enrolled in the COUNTY's Comprehensive Community Services (CCS) program. PROVIDER may only serve COUNTY CCS enrollees who have a current recovery (service) plan developed under s DHS 36.07, Wis. Admin. Code, that is authorized by a mental health professional and, if the CCS enrollee has a substance use disorder, a substance abuse professional and authorizes the PROVIDER to provide the service. Services provided outside the scope and timelines identified in the recovery (service) plan shall be denied reimbursement.

4. Funding Source: PROVIDER will comply with all federal and state requirements related to the funding source(s) for this program, including but not limited to Chapters DHS 36, 92, and 94; s. 51.61 Stats.; 42 CFR Part 2; 45 CFR 164, Subpart C; *Forward Health Online Handbook for Comprehensive Community Services* and related *Update*s.

5. Units of Service: A unit of service is defined as one 15 minute direct service per the Forward Health *Provider Online Handbook for Comprehensive Community Services* which may be found at: https://www.forwardhealth.wi.gov/WIPortal/Subsystem/KW/Display.aspx?ia=1&p=1&sa=12&s=2&c=10

B. Program Specifications

1. Service Specifications. PROVIDER shall adhere to Wisconsin Administrative Code Ch. DHS 36, the *CCS Provider Handbook*, CCS Policies and Procedures, and ForwardHealth requirements for Comprehensive Community Services in the provision of all services.

2. **Service Hours/Days.** PROVIDER will maintain program service hours of 10:00 a.m. to 4:00 p.m. Tuesday, Wednesday, and Thursday.

3. **Frequency of Contact.** PROVIDER shall maintain and document contact with its clients or consumers in accordance with the schedule and frequency of services that have been authorized on the recovery plan by the mental health professional and, for persons with a substance use disorder, by the substance abuse professional. If PROVIDER is providing service facilitation, PROVIDER shall maintain and document contact with consumers at least once per month.

4. **Consumer Service Records.** In accordance with DHS 36.18, Wis. Admin. Code, PROVIDER shall provide documentation of the consumer service record to the COUNTY, in the format and timelines specified by COUNTY.

5. **Records Access.** Any authorized officer, employee, or agent of the COUNTY or the Wisconsin Department of Health Services shall have access to all CCS documents, open and closed consumer records, staff members and consumers at any time to ensure compliance with the requirements of DHS 36, Wis. Admin. Code and other applicable federal and state statutes and regulations. PROVIDER shall have in effect a Business Associate Agreement (BAA) with any entity with which PROVIDER will be sharing protected health information in the course of business. Access to the DCDHS Information System for an individual external to PROVIDER will only be granted if PROVIDER's request is accompanied by copy of signed BAA and the business associate has a Data Sharing Agreement with DCDHS.

6. **PROVIDER Responsibilities.** During the term of this Agreement, PROVIDER shall provide psychosocial rehabilitation services as specified in section A. 1.

   In order to qualify as psychosocial rehabilitation, a service must:
   a. have been determined through the assessment process to be needed by an individual consumer;
   b. involve direct service;
   c. address the consumer's mental health and substance abuse disorders to maximize functioning and minimize symptoms;
   d. be consistent with the individual consumer's diagnosis and symptoms;
   e. be consistent with SAMHSA defined recovery principles;
   f. safely and effectively match the individual's need for support and motivational level;
   g. be provided in the least restrictive, most natural setting to be effective for the consumer;
   h. not be solely for the convenience of the individual consumer, family or provider;
   i. be of proven value and usefulness; and
   j. be the most economic and efficient option consistent with the consumer's needs.

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

   a. Provide Entrust access to the CCS Module of the DCDHS Information System for CCS staff.
   b. Provide scheduled end-user training on the CCS Module.
   c. Provide scheduled orientation sessions regarding the CCS Program.

C. Program Evaluation

1. Goals. The goals of this program are to promote recovery defined as a process of change through which individuals improve their health and wellness, live a self-directed life, and strive to reach their full potential.

2. Performance Indicators.

Performance indicators have been identified by the State of Wisconsin and include community living skills, living situation, employment status, criminal justice system involvement, substance use, emergency detentions and hospital stays, use of emergency rooms, and school functioning.

a. PROVIDER shall submit the data to be collected as part of the State of Wisconsin's Program Participation Systems (PPS) for Mental Health Services and for Alcohol and Other Drug Abuse Services.

b. PROVIDER shall assist as requested by the COUNTY in the administration of consumer surveys as required by the COUNTY and/or State of Wisconsin.

c. PROVIDER shall assist as requested by the COUNTY in the administration of State of Wisconsin functional screens.

COMPREHENSIVE COMMUNITY SERVICES

SCHEDULE B - FISCAL

1. Billing Requirements:

    a. PROVIDER shall submit claims to COUNTY for authorized Comprehensive Community Services (CCS) provided, using COUNTY's web-based system weekly, but no later than the 7th of the following month after the date of service.

    b. PROVIDER shall use COUNTY approved rates on all submitted claims. Regardless of approved rates, all costs must be necessary and reasonable for proper and efficient program administration and allocable thereto under the guidelines of the State of Wisconsin Department of Health Services (DHS) Allowable Cost Policy Manual and 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

    c. Units shall be claimed in quarter hours.

    d. Submitted claims must be complete and accurate to be processed. COUNTY shall submit completed CCS claims to ForwardHealth for reimbursement.

2. Rate Structure:

    a. Rates are structured according to the following two components:
        i. State of Wisconsin ForwardHealth statewide interim rate;
        ii. Supplemental rate to cover costs above statewide interim rate levels.

    b. These two components combine in sum to total COUNTY approved rates.

    c. PROVIDER shall receive annual standardized rate adjustments with cost of living increases as adopted by COUNTY annual operating budget.

    d. As a non-county funded program, both rate components (statewide interim and supplemental) are dependent upon reimbursement paid by the State of Wisconsin Department of Health Services to COUNTY.

3. Method of Payment:

    a. PROVIDER shall be reimbursed for completed claims. A claim is considered complete once COUNTY has received reimbursement from ForwardHealth for that claim.

    b. Interim Rate:

        Once PROVIDER's CCS claim has been paid to COUNTY by ForwardHealth, COUNTY shall pass through to PROVIDER the statewide CCS interim rate, published on the ForwardHealth Portal.

c. Supplemental Rate:

COUNTY shall pay PROVIDER's supplementary rate, in addition to the statewide interim rate.

d. Reconciliation Advance:

i. COUNTY shall request a CCS reconciliation advance from the State of Wisconsin Department of Health Services annually at the beginning of each calendar year.

ii. In the event COUNTY is not approved to receive the CCS reconciliation advance from the State by March 31st, COUNTY shall only pass through to PROVIDER the statewide CCS interim rate for the remainder of the year, or until approved by the State.

iii. In the event that COUNTY reconciliation advance request to State is unapproved or insufficient to provide supplemental rate pass-through dollars during current contract year, COUNTY shall submit PROVIDER's COUNTY approved rates to the State as part of the CCS final reconciliation for reimbursement.

iv. If supplementary reimbursement to COUNTY is approved and paid by the State, COUNTY shall pass through any additional funds due to PROVIDER up to the PROVIDER's COUNTY approved rates.

4. In the event a compliance audit, billing audit, or other inquiry by representatives of ForwardHealth, PROVIDER will work with COUNTY to develop responses to any questions posed by the auditors. To facilitate review of files, PROVIDER shall maintain its records in a complete, comprehensive and orderly manner.

5. Regarding ForwardHealth Audits: Any cost resulting from audit findings by ForwardHealth or other entity that adversely affects the COUNTY will be apportioned between COUNTY and PROVIDER as follows: (a) PROVIDER will be responsible for all disallowed expenses that can clearly be attributed to PROVIDER's failure to keep complete comprehensive and orderly records and for expenses inappropriately billed to ForwardHealth. COUNTY, at its sole discretion, may choose to cover some or all of PROVIDER's disallowance, and (b) PROVIDER will be responsible for any fine(s) resulting from non-compliance with written processes and procedure.

6. Regarding fiscal reporting:

PROVIDER is exempt from Section C, XXVI, item D (Expense Reports and Annual Cost Report), Section C, XXVI, item E (Financial and Compliance Audit by PROVIDER), and Section C, XXVI, item G (Final Settlement) of this contract.

April 2025

COMPREHENSIVE COMMUNITY SERVICES
2025 Rate Schedule

Psychosocial Rehabilitation Services
CCS Service Delivery Time, Documentation, and Travel Time

Modifier Description	Cost Per Quarter Hour: Statewide Interim	Supplemental	Total Rate Per Qtr Hour
MD Psychiatrist	$53.57	$3.75	$57.32
APNP Advanced Practice Nurse Prescriber	$53.57	$3.75	$57.32
PhD Doctoral	$40.00	$2.80	$42.80
Masters Degree (includes Qualified Treatment Trainee Types 1 & 2)	$32.14	$0.66	$32.80
Registered Nurse	$21.43	$1.50	$22.93
Bachelors Degree	$21.43	$0.45	$21.88
Certified Peer Specialist	$13.97	$0.98	$14.95
Associate with qualifying DSPS credential (includes SAC-IT, SAC, CSAC, LPN, COTA)	$13.97	$0.98	$14.95
Rehabilitation Worker	$13.85	$0.00	$13.85

Interpretive Services
CCS Service Time

Modifier Description	Cost Per Quarter Hour: Statewide Interim	Supplemental	Total Rate Per Qtr Hour
Spoken Language	$9.47	$0.00	$9.47
Sign Language	$9.47	$0.00	$9.47

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@danecounty.gov	January 15 (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@danecounty.gov	On or before the effective date of the Agreement
NLRB or WERC complaints or findings that PROVIDER has violated labor standards.	Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@danecounty.gov	Within 10 days of complaint or findings
Certificate of Insurance listing Dane County as additional insured.	Dane County Department of Human Services Contract Coordination Assistant 1202 Northport Dr. Madison, WI 53704 dcdhscontracts@danecounty.gov	At the time the Agreement is signed
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

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