

DCDHS - COUNTY OF DANE

Purchase of Services Agreement

Agreement No:	87537
Begin Date:	1/1/2025
Expiration Date:	12/31/2025
Authority: Res.	NA
Maximum Cost:	<u>\$1,534,022</u>
Number of Pages:	<u>38</u>
Corporation Counsel Approval:	<u>SHR 11.18.24</u>

THIS AGREEMENT is made and entered into by and between the County of Dane (hereafter referred to as "COUNTY") and Housing Initiatives, 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 1110 Ruskin St, Madison WI 53074 for the purpose of:

Housing Assistance (SPC 106.02)

These services are more particularly described in Schedule A.

AND WHEREAS Provider is able and willing to provide such services;

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

[End of Page]

I. TERM.

The term of this Agreement shall commence as of the *Begin Date* and shall end as of the *Expiration Date*, both of which are set forth on page one (1) hereof. PROVIDER shall complete its service obligations under this Agreement not later than the *Expiration Date*. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the *Maximum Cost* as stated above for all services.

II. SERVICES.

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached *Schedule A*, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of *Schedule A* or any of them, it is agreed that the terms of *Schedule A*, to the extent of any conflict, are controlling.
- B. PROVIDER shall furnish the services contained in and comply with the performance and productivity requirements contained in the *Program Summary* document, which is attached hereto and fully incorporated herein by reference. PROVIDER shall complete its obligations under this Agreement in a sound, economical and efficient manner in accordance with this Agreement and all applicable laws.
- C. COUNTY will make payments for services rendered under this Agreement as and in the manner specified herein and in *Schedule B* if attached, which shall be fully incorporated herein by reference.
- D. PROVIDER agrees to make such reports as are required by this Agreement and in the attached *Schedule C*, which is fully incorporated herein by reference.
- E. PROVIDER agrees to secure at PROVIDER's own expense all personnel with the necessary training, supervision and qualifications necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY. PROVIDER shall ensure PROVIDER's personnel are instructed that they will not have any direct contractual relationship with COUNTY. COUNTY shall not participate in or have any authority over any aspect of PROVIDER's personnel policies and practices, and shall not be liable for actions arising from such policies and practices.
- F. COUNTY shall have the right to request replacement of personnel. PROVIDER shall comply where such personnel are deemed by COUNTY to present a risk to consumers. In other instances, PROVIDER and COUNTY shall cooperate to reach a reasonable resolution on the issue presented.
- G. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all applicable state and federal statutes, rules, regulations, service standards, certifications and assurances required to provide the services contracted for under this Agreement.
- H. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and/or PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- I. PROVIDER understands that time is of the essence as to all PROVIDER requirements.
- J. Unless specified differently herein, a PROVIDER shall maintain a consistent volume of service delivery throughout the months of the Agreement as determined by COUNTY.

SECTION A
(Non-Discrimination)

III. NON-DISCRIMINATION.

- A. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or

conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s).

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

IV. AFFIRMATIVE ACTION.

- A. If PROVIDER has twenty (20) or more employees and receives \$20,000 in annual contracts with COUNTY, PROVIDER shall file an Affirmative Action Plan with the Dane County Contract Compliance Officer in accord with Chapter 19 of the Dane County Code of Ordinances. Such plan must be filed within fifteen (15) days of the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY.
- B. PROVIDER shall also, during the term of this Agreement, provide copies of all announcements of employment opportunities to COUNTY's Contract Compliance office, and shall report annually the number of persons, by race, ethnicity, gender, and disability, status, who apply for employment and, similarly classified, the number hired and the number rejected.
- C. PROVIDER agrees to furnish all information and reports required by COUNTY's Contract Compliance Officer as the same relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine compliance with Chapter 19, D. C. Ords., and the provisions of this Agreement.

V. AMERICANS WITH DISABILITIES ACT COMPLIANCE.

- A. PROVIDER and all Subcontractors agree not to discriminate on the basis of disability in accordance with The Americans with Disabilities Act (ADA) of 1990, the Wisconsin Statutes secs. 111.321 and 111.34, and Chapter 19 of the Dane County Code of Ordinances. PROVIDER agrees to post in conspicuous places, available to employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph.
- B. PROVIDER shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, PROVIDER agrees to offer "programmatic accessibility" to recipients (real or potential) of said services and programs (e.g. change time/location of service).
- C. PROVIDER agrees that it will employ staff with special translation and sign language skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with hearing impaired clients. PROVIDER agrees to train staff in human relations techniques and sensitivity to persons with disabilities. PROVIDER agrees to make programs and facilities accessible, as appropriate, through outstations, authorized representatives, adjusted work hours, ramps, doorways, elevators, or ground floor rooms. PROVIDER agrees to provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative formats and languages appropriate to the needs of the client population, including, but not limited to, Braille, large print and verbally transcribed or translated taped information. The PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply for or participate in PROVIDER's programs and services.

VI. BILINGUAL SERVICES.

PROVIDER agrees to maintain comprehensive policies to ensure compliance with Title VI of the Civil Rights Act of 1964, as updated to address the needs of employees and clients with limited English proficiency. PROVIDER agrees that it will employ staff with bilingual or special foreign language translation skills appropriate to the needs of the client population, or will purchase the services of qualified adult interpreters who are available within a reasonable time to communicate with clients who have limited English proficiency. PROVIDER will provide, free of charge, all documents necessary to its clients' meaningful participation in PROVIDER's programs and services in alternative languages appropriate to the needs of the client population. PROVIDER agrees that it will train its staff on the content of these policies and will invite its applicants and clients to identify themselves as persons needing additional assistance or accommodations in order to apply or participate in PROVIDER's programs and services.

VII. CIVIL RIGHTS COMPLIANCE.

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

Program # 13207

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

Program #s 9245, 9405, 9406, & 9407

- 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 group. Administrative costs are defined as indirect costs incurred by an agency that are not readily chargeable to a particular program or function, but benefit all programs or functions operated by the agency. If indirect costs are charged to programs under this contract for program administration, PROVIDER must have a written cost allocation plan that meets state and federal requirements for such plan.
- E. **Exemptions from Administrative Cost Ceiling.** At the discretion of COUNTY, programs will be exempt from the prescribed ceiling if any of the following applies:
1. The program is 100% administrative, or
 2. The program is paid monthly under the unit of service reimbursement method of payment, or
 3. The program is 100% funded from medical assistance or another federal source; in such case the administrative expense shall be limited to the requirements of the funding source.
- F. **Bond.** At all times during the term of this Agreement PROVIDER shall maintain an employee dishonesty bond in an amount sufficient to hold PROVIDER harmless in the event of employee fraud or defalcation. Said bond shall insure PROVIDER against the loss of funds provided through this Agreement and the loss of client funds to which the PROVIDER or its employees has access through the services provided through this Agreement. PROVIDER shall furnish evidence of having met this requirement upon request by COUNTY.
- G. **Budgets and Personnel Schedules.**
1. Programs paid under the unit of service reimbursement method of payment shall be exempt from the requirements of this section.
 2. For each program funded by COUNTY, PROVIDER shall prepare a program budget and supporting personnel schedule and submit it to COUNTY for approval within fifty-six (56) days after the effective date of this Agreement. PROVIDER agrees to submit its program budgets and personnel schedules on forms provided by COUNTY and according to guidelines provided by COUNTY. Program budgets and personnel schedules shall be considered approved when signed by both PROVIDER and COUNTY. Upon approval by COUNTY, both the program budget and personnel schedule shall be made a part of this Agreement.
 3. Variances in any program account category (categories are: Personnel, Operating, Space, Special Costs, and Other Expense) in excess of \$5,000.00 or 10%, whichever is less, shall not be allowed unless PROVIDER obtains written approval of COUNTY at COUNTY's discretion for good cause shown. Overall program under-spending is not considered a variance.
 4. Funds allocated to each program must be used as allocated in accordance with the approved program budget and may not be transferred between programs without the written agreement of COUNTY at COUNTY's discretion for good cause shown.
 5. If there is a change in program funding under this Agreement, PROVIDER shall submit a revised budget and personnel schedule, unless waived in writing by COUNTY.
 6. In performing services required under this Agreement, PROVIDER shall not exceed either the approved program budget or the staffing level indicated in the approved personnel schedule.

H. **Client Accounts.**

1. Under no circumstances is PROVIDER permitted to commingle funds belonging to clients with PROVIDER's funds. When PROVIDER handles client funds, these funds shall be kept in separate accounts ("Client Accounts") such that all monies can be accounted for at all times, and a monthly accounting shall be made available to each client or his or her legal representative.
2. Client Accounts established pursuant to this section shall be subject to audit at any time during normal business hours and without prior notice.
3. If COUNTY discovers a deficiency in any Client Account or if a formal complaint is filed pertaining to such an account, COUNTY or its representative may withhold from PROVIDER funds equivalent to the sum in dispute until settlement is reached.

I. **Collection of Client Fees.**

1. COUNTY shall determine which programs operated by PROVIDER are required under Wis. Stats. 46.03(18) to participate in the Wisconsin Administrative Code (DHS 1) Uniform Fee System of charging clients for services provided and inform PROVIDER. PROVIDER shall assume responsibility for the billing and collection of fees, unless specified otherwise in this Agreement.
2. PROVIDER shall not delegate collection of fees to private collection firms without written permission from COUNTY.

J. **Deadline for Requesting Cost Variances and Transfers of Funds between Programs.**

Requests for approval of cost variances and transfers of funds between programs must be made in writing with a letter of explanation requesting funds transfer no later than November 15 of the Agreement year. Fund transfer request letters shall be electronically submitted with detailed justification to COUNTY assigned accountant, see Schedule C. COUNTY will not consider written requests for further revisions unless they are the result of auditing adjustments detailed in a letter from PROVIDER's auditor and submitted prior to or with the annual audit report.

K. **Deposits in FDIC or NCUA-Insured Account.** Any payments of monies to PROVIDER by COUNTY for services provided under this Agreement shall be deposited in a financial institution with Federal Deposit Insurance Corporation (FDIC) or National Credit Union Administration (NCUA) insurance coverage. For any balance exceeding FDIC or NCUA coverage PROVIDER must obtain additional insurance.

L. **Donations.** PROVIDER shall account for donations in accordance with the *Wisconsin Department of Health Services and/or Wisconsin Department of Children and Families Allowable Cost Policy Manual(s)* and other applicable laws.

M. **Expense Reports.** PROVIDER shall submit expense reports on the form provided by COUNTY. The report shall be submitted on a 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. For contract settlement purposes, the approved administrative percentage relative to total program group costs may be increased by an additional two percent (2%) where all the following circumstances apply:
 1. The originally approved program group administrative rate is greater than 0%;

2. Unused county funded program budget within the program group must at least equal the administrative increase to fund the budget adjustment;
 3. The final total administrative cost does not exceed the allowed 15% of the program group cost; and
 4. Allowable administrative costs were incurred during the contract period and are directly allocable to the program group receiving the administrative budget adjustment during that period.
- e. If PROVIDER is a nonprofit organization, it may not keep excess revenue over the approved program budget described in Section C, term XXVI, sub term G.2.
 - f. If PROVIDER is a profit organization, Final Settlement on a per program basis, excluding Systems Management programs, shall be the lesser of audited expenses plus five percent (5%) of audited expenses less other related program revenue versus the *Maximum Cost* as stated on page one of this Agreement.
 - g. PROVIDER must claim any alleged underpayment by COUNTY by the time of final settlement or such claims are waived.
2. If this Agreement employs Method of Payment under sub term B., paragraph 2. Unit of Service Reimbursement above, COUNTY shall pay the lesser of net audited expenses or the annual Agreement amount on a per program basis. Net audited expenses shall be determined as follows:
 - a. In the event the audit requirement is waived by COUNTY, or if PROVIDER receives combined COUNTY funding of less than \$100,000, PROVIDER shall provide COUNTY an unaudited 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: 12/4/2024

Signature: 

Print Name and Title of Authorized Agent: Bradley Hinkfuss, Executive Director

Date Signed: _____

Signature: _____

Print Name and Title of Authorized Agent: _____

PROVIDER'S Registered Agent: _____

Agent's Address: _____

FOR COUNTY:

Date Signed: 12/11/2024


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

Date Signed: _____

JAMIE KUHN, County Executive
(when applicable)

Date Signed: _____

SCOTT MCDONELL, County Clerk
(when applicable)

rev. 10/2024

Program Summary Form

Created: 11/13/2024	Contract #: 87537	Provider: Housing Initiatives, Inc.
Revised:	Division: Housing Access & Affordability	Funding Period: January 1, 2025 - December 31, 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.	9245	9245	80000	36106	Rental Assist HUD	106.02	110	84	Varies	1,008	\$ 1,186,156	\$ -	\$ 1,186,156	HUD
b.	9405	9405	80000	36106	Rental Assistance Admin	106.02					\$ 53,142	\$ -	\$ 53,142	HUD
c.	9406	9406	80000	36626	Supportive Services HUD	106.02	110	84	\$ 53.08	4,680	\$ 248,426	\$ -	\$ 248,426	HUD
d.	9407	9407	80000	36626	Supportive Services Admin	106.02					\$ 12,750	\$ -	\$ 12,750	HUD
e.	13207	13207	80000	35604	Tenant Housing Assistance	106.02	110	84	\$ 67.23	499	\$ 33,548	\$ -	\$ 33,548	600/610
f.											\$ -	\$ -	\$ -	
g.														
h.											\$ -	\$ -	\$ -	
i.											\$ -	\$ -	\$ -	
j.											\$ -	\$ -	\$ -	
Total											\$ 1,534,022	\$ -	\$ 1,534,022	

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

a.	Rental Assistance FY2023 HUD Grant (#WI0096L5I032316) signed with HUD (ending 03/31/25): Slots are based on HUD contractual requirement that a minimum of 84 people receive rent subsidies. Unit = One month of rent subsidy for one consumer. Units are based on 84 consumers receiving 12 months of rent subsidy (84 x 12 = 1,008). Rental Assistance HUD contract = \$1,670,021. Amount is based on: Jan-Mar 2024 or 3 months is from the FY2023 HUD Grant (WI0096L5I032316) PLUS Apr-Dec or 9 months is from FY2024 HUD Grant (Contract # TBD).grant dates 04/01/25-03/31/26.	
b.	Rental Assistance Admin FY2023 HUD Grant (#WI0096L5I032316) signed with HUD (ending 03/31/25) = \$55,954. Amount is based on: Jan-Mar 2024 or 3 months is from the FY2023 HUD Grant (WI0096L5I032316) PLUS Apr-Dec or 9 months is from FY2024 HUD Grant (Contract # TBD).grant dates 04/01/25-03/31/26.	
c.	Supportive Services FY2023 HUD Grant (WI0096L5I032316) signed with HUD (ending 03/31/25): Supports 2.0 FTE mental health case managers plus other eligible supportive services under the 24 CFR Part 578. Supportive Services \$331,235. TAmount is based on: Jan-Mar 2024 or 3 months is from the FY2023 HUD Grant (WI0096L5I032316) PLUS Apr-Dec or 9 months is from FY2024 HUD Grant (Contract # TBD).grant dates 04/01/25-03/31/26.	
d.	Supportive Services FY2023 HUD Grant (WI0096L5I032316) signed with HUD (ending 03/31/25) = \$17,000. Amount is based on: Jan-Mar 2024 or 3 months is from the FY2023 HUD Grant (WI0096L5I032316) PLUS Apr-Dec or 9 months is from FY2024 HUD Grant (Contract # TBD).grant dates	
b.	Service unit is a staff hour. 2025 budget is \$33,548. Unit quality 499 divided by 2080 hours = 25% or .10 FTE.	
g.		
h.		
i.		

Standard Program Category (SPC) Code Description:

a. 106.02 = Housing Assistance	c. 106.02 = Housing Assistance	e. 106.02 = Housing Assistance	g.	j.
b. 106.02 = Housing Assistance	d. 106.02 = Housing Assistance	f.	h.	k.

Contract Manager(s)/Programs:

Kristina Dux: dux.kristina@danecounty.gov

Accountant(s)/Programs:

Dylan Seitz: seitz.dylan@danecounty.gov

**SCHEDULE A - 2025
HOUSING INITIATIVES, INC
Contract # 87537**

Program 9245 Rental Assistance HUD	SPC 106.02
Program 9405 Rental Assistance Admin	SPC 106.02
Program 9406 Supportive Services HUD	SPC 106.02
Program 9407 Supportive Services Admin	SPC 106.02
Program 13207 Tenant Housing Assistance	SPC 106.02

I. SERVICE DESCRIPTION: SPC Code: 106.02 Housing

A. Description

Funding for this contract shall be awarded to COUNTY by HUD and passed through to PROVIDER through this contract. Rental assistance for homeless participants who have a severe mental illness in accordance with the United States Department of Housing and Urban Development (HUD) Continuum of Care Program, 24 CFR (Code of Federal Regulations) Part 578, Homeless Emergency Assistance and Rapid Transition to Housing, as well as to provide tenant assistance through case management and supportive services to reduce the likelihood of eviction and loss of housing.

B. Service Location

These services will be available at rental locations throughout Dane County with PROVIDER's administrative office located at 1110 Ruskin Street, Madison, 53704. Housing units paid for with rental assistance are located at scattered sites throughout the community.

C. Service Days / Hours:

PROVIDER services will be available on average from Monday through Friday from 8:30 am to 4:30 pm, with occasional evening and/or weekend hours as determined by PROVIDER. Rental assistance is available 365 days a year. Case management and supportive services are voluntary and provided as needed at various times and locations as determined by PROVIDER.

D. Persons to be served:

1. Target Population

Households experiencing unsheltered homelessness (HUD's Category 1 or 4), are documented chronic, and currently on the local Dane County Continuum of Care's (CoC) Coordinated Entry community prioritization list.

2. Eligibility / Guidelines

- a. Documented severe mental illness and/or a dual disability (Substance Abuse & Mental Health);
- b. Homelessness as defined by Section 103 of the McKinney-Vento Act as indicated in 24 CFR 582.5;
- c. Dane County residency;
- d. Meet eligibility set forth by the CoC's Coordinated Entry vulnerability assessment and HUD homeless documentation requirements of literal homelessness; and

- e. Income at or below fifty percent (50%) of the Dane County median income level.

3. Application Process / Referral

Referrals shall be made directly to PROVIDER through the local Continuum of Care (CoC)/Homeless Services Consortium (HSC) Coordinated Entry and Centralized Access Process. Individuals are eligible for referral if they have completed a vulnerability assessment and meet the definition of HUD's literal homelessness. PROVIDER shall ensure that all documentation of homelessness is properly obtained and retained in the files.

E. Length of Service / Termination:

1. As part of enrollment, participants shall sign and receive a copy of the Rental Assistance Agreement which outlines the occupancy requirements, responsibilities, and rights participants have as part of enrollment in the program which are also outlined in the CoC/HSC Written Standards.
2. Participants are eligible to receive rental assistance as long as they continue to meet and comply with all HUD and lease requirements.
3. PROVIDER shall provide supportive services to program participants/tenants as needed to maintain housing and identify an internal case manager for each participant.
4. Assistance is only terminated in the most severe cases. In the event that a participant no longer meets program eligible requirements and/or does not comply with HUD and lease requirements, PROVIDER will make every effort to engage, transfer, etc. the participants before terminating assistance to avoid eviction and participant returning to homelessness.
5. If every effort is made and it is unavoidable, PROVIDER may terminate assistance with proper notification to all parties including the termination and grievance policy, and carbon copy the COUNTY and any other applicable partners or agencies.

II. PROVIDER'S Responsibilities

A. Rent Amounts:

All rent amounts shall be based on Fair Market Rent (FMR) as defined by HUD and adjusted at least annually upon release of new amounts and new utility allowance calculation sheet from the local Housing Authorities (if applicable). If rent amount is set above FMR, PROVIDER will complete a Rent Reasonableness form with sufficient comparison to other rents in the area.

B. Habitability:

Housing units used for the program shall meet federal housing quality standards as defined by HUD. PROVIDER staff shall be trained on quality standards in order to conduct unit inspections at move in and at least annually. PROVIDER will attempt to

work with client on resolving any concerns with housekeeping, damages, and/or other items found affecting continued occupancy.

C. Service Methods

PROVIDER shall administer the grant on behalf of COUNTY. In doing so, PROVIDER shall ensure the following:

1. Participants are provided an Housing Initiatives Tenant Handbook upon move-in and when updates are made thereafter;
2. Accurate rent and subsidy amounts are calculated for each participant, using the most recent version of the Internal Revenue Service Publication 502 and the HUD 4350.3 regulation guidance. This includes Tenant Income Certifications at move in, required or requested interim changes, and annual re-certifications to be completed in a timely manner before due date;
3. The terms of the lease are in adherence with local, state, and federal housing laws. The terms or rules and regulations of the lease and all addendums will be enforced fairly within a matter that is in the best interest of the property and the tenants who reside there;
4. Each participant has a current signed lease and tenant income certification;
5. Appeals and grievances are conducted per written, established policy, which is available and can be accessed via PROVIDER's website;
6. Accurate draw requests are submitted to COUNTY as described in III.C. Reporting;
7. Housing quality standards inspections and safety procedures are conducted for each unit before a participant moves in and at least annually thereafter;
8. Participant feedback is solicited at least annually and incorporated into programming changes when applicable to improve service quality and outcomes for the program;
9. PROVIDER shall execute due diligence to ensure compliance with the American Disabilities Act, Bilingual Services, and Civil Rights Compliance located in DCDHS – County of Dane Purchase of Services (POS) Agreement (Section A, V-VII, Page 3-4). PROVIDER shall work with households with language barriers and use additional tools to facilitate equitable service such as, but not limited to, bilingual staff, in person interpreter(s), translated documents, etc. PROVIDER's staff shall complete the training for the Language Line and adopt the practice as a part regular program operations. PROVIDER shall add verbiage to program intake forms so participant(s) can indicate a preferred language and include an "opt out" option if they prefer a different translation tool or an interpreter(s) of their choice (not a minor). PROVIDER shall ensure program contains strategies and activities that are culturally relevant and promote racial equity to improve efforts that work against systematic racism and other structures of oppression. Any

documentation of training, forms and execution by PROVIDER shall be made available upon request from the COUNTY. ; and

10. Adhere to all HUD program requirements including corrections to any monitoring findings and concerns, if applicable.

D. Supportive Services

Specialized staff will provide frequent and intensive intervention to support the process and the journey to stable housing. This involves targeted interventions during mental health crises and offers assertive support when clients are newly housed in a PSH program.

PROVIDER shall:

1. Triage and support program enrolled individuals during personal crises. Develop personal service plans and intervene frequently, directly, and with resources to help prevent further decline.
2. Empower the development of a higher level of services to improve the quality of life for individuals with more complex needs. This may include, but is not limited to, more frequent contacts and methods of receiving vital feedback from clients.
3. Build service plans with clients that are relationship-based, and consider the mental health, physical health, trauma, cultural disposition, and behavioral history of each individual. Staff will be trained or experienced with improving cultural competency and person-centered planning.
4. Build support teams who encompass approaches that bring together agencies and incorporate formal partnerships to enhance and further develop best practices and services. Connect individuals with resources such as Public Health or Vivent Health, and offer more access to harm reduction supplies.
5. Client Services Intake will include:
 - Ascertain past issues and difficulties in maintaining housing;
 - Determine client desires and goals;
 - Assess clients' mental and/or physical health diagnosis and if they are currently receiving any treatment;
 - Determine if clients have situations that may require legal counsel;
 - Obtain ROI signatures that include being able to speak with their existing providers, case managers, parole agents and any other potential agencies with insight to what staff can do to help the client stabilize, what to do when they are activated, and learn how best to interact with them;
 - Develop a plan with client, existing providers and bring in appropriate and agreed upon identified services such as PACT, CIT, CCS, ADRC, and arrange for come in support with long term care plans/providers (I care, WisCares, etc.) or connect them with MAT or other treatment programs and the necessary transportation to be able to get to them consistently; and

- Help clients apply for SSI/SSDI and/or work, as appropriate, if they are zero or very low income.

III. Program Evaluation

A. Goals / Objectives

The goal of the program is to assist households with at least one member with a disability in achieving housing stability. Objectives are defined by HUD (System Performance Measures) and the local CoC, which include length of time homeless, housing stability, and increase in earned or unearned income. PROVIDE will also measure an increased self-determination and increased skill level as demonstrated by the participants' individual service plan.

The performance indicators are defined as follows:

1. Length of Time (LOT):
 - Participants who are enrolled in the rental assistance program shall be offered and placed into housing in less than 40 days.
2. Housing Stability:
 - 95% of the participants will remain in permanent housing or exit the program and discharge to permanent housing; and.
 - Less than 5% of participants who exit the program will return to homelessness within two years.
3. Increased Income:
 - 50% of participants age 18 and older will maintain or increase their total income from program entry to annual assessment or at program exit.

B. Capacity

PROVIDER will serve at least 84 households to receive rental assistance and supportive services at any given time. This number may fluctuate dependent upon security deposit and rent amounts, participant rent contribution, and vacancies thereby affecting the number of participants that can be served at any one time.

C. Draws and Reporting Requirements

PROVIDER shall keep an accurate rent roll and monitor all tenant charges and payments made. PROVIDER shall have adequate accounting and property management software adhere and monitor all HUD related requirements. PROVIDER shall make every effort to spend out the entire amount awarded by monitoring expenses regularly and forecast spending by grant end. PROVIDER shall deliver to COUNTY complete and accurate monthly reports, including tenant names, locations and leases, according to the following parameters:

1. Rent Reports

- a. The rent reports and draws must occur within the same month. For example, the April rent report will be a request for payment of April rents.
 - b. PROVIDER shall send its Rent Reports to the COUNTY by the 10th of every month.
 - c. Should PROVIDER add a tenant after the 10th of the month, PROVIDER shall notify COUNTY as soon as possible. If possible, COUNTY will add the new tenant(s) to the current report and draw request. If not possible, the report will be modified for the following month.
 - d. Should there be any questions regarding rent amounts or tenants, COUNTY will contact PROVIDER within 3 working days of receipt of the report.
 - e. COUNTY will send in the draw request to HUD within 5 working days of receipt of the report but only after all questions have been resolved to COUNTY's satisfaction.
 - f. COUNTY will process PROVIDER's payment and release funds at the beginning of the upcoming month. Items submitted for payment may include rent and security deposits, as well as vacancy and damage claims.
2. Changes in Rent and Tenancy
 - a. PROVIDER shall notify COUNTY of any rent or tenancy changes and reasons for the change.
 - b. PROVIDER shall provide COUNTY with written documentation of all lease revisions, including changes in rent amount, before COUNTY will make any changes to the amount of reimbursement through the HUD draw.
 - c. PROVIDER shall send COUNTY all new leases and renewals before COUNTY requests reimbursement through the HUD draw.
 - d. No rent changes will be processed retroactively, without COUNTY approval.
3. Supportive Services Reporting
 - a. PROVIDER shall regularly enter all required and applicable data regarding program enrolled households into the local Housing Information Management Software (HMIS). PROVIDER shall submit quarterly reports by the 15th of the following month in a format approved by its COUNTY contract manager. Reporting metrics shall include but may not be limited to:
 - Total number of households served (monthly and YTD). Includes number enrolled (searching for housing and housed households), exits & destinations (enrolled and housed), and upcoming to be housed.
 - Demographics of program participants contained in HMIS report(s).
 - The number of individuals who obtained employment and/or increased income during their time in the program.

- The number of individuals who established connection to non-emergency medical care or behavioral health supports and increased access to non-cash benefits.
 - Total and average cost of earnest money/application fees, transportation, renters insurance, household supplies and move-in costs allocated for the program, and the average cost per household.
 - Average length of time in the program and average length of time housed for households.
- b. Direct assistance provided for eligible services cited in Supportive Services § 578.53 will be spent in accordance with the approved HUD budget schedule and detailed in the Non-Substantial Amendment for FY2023. Direct assistance provided shall be tracked by PROVIDER using a spreadsheet or equivalent thereof and shared with the COUNTY. The documentation shall contain at a minimum: Participant name or identification number (HMIS), vendor name, date assisted, check or transaction number, the amount of payment, any voided payments (if applicable), type of payment, and a cumulative total displaying an ongoing balance of remaining funds throughout the contract period.
4. Additional reporting
- a. PROVIDER shall monitor the number of service hours provided internally to support tenants to maintain housing. PROVIDER shall complete a 600/610 form for all service hours provided under program 13207 (Tenant Housing Assistance) to the COUNTY via email and carbon copy contract manager staff.
- b. PROVIDER shall complete all HUD required reports on time, using eSnaps and SAGE, no later than required due date (i.e. Annual Performance Report no later than 90 days of the annual program end date, Point In Time (PIT), etc.). PROVIDER shall coordinate with COUNTY completion of the APR as it must be reviewed and approved by COUNTY prior to submittal and a final provided to the contract manager.
- c. COUNTY may take corrective action if PROVIDER fails to comply with the requirements of sub. A above, including termination of payment of PROVIDER expense claims until outstanding reports have been submitted.

IV. HUD Funding Responsibilities

A. Coordination with COUNTY – PROVIDER shall:

1. Coordinate with COUNTY prior to the submission of the annual HUD Notice of Funding Opportunity (NOFO) application for renewal of this grant. Grant application and any other required submissions required by the local CoC must be reviewed and approved by COUNTY prior to submittal. Once submitted, a final copy will be provided to the contract manager.

2. Coordinate with COUNTY prior to any decision being made regarding this grant funding that could have a direct, major impact on tenants and/or services.
3. Meet all of the HUD grant requirements and shall work closely with COUNTY on any matching requirements. PROVIDER shall implement prompt corrective action plans in the event that HUD monitoring visits/ reviews result in program findings.
4. Update the Tenant Handbook at least annually and submit to COUNTY for review prior to distribution. Review housing lease terms with consumer to ensure understanding of the lease rules and guidelines.
5. Meet with COUNTY at least quarterly for review of files, policies and practices.
6. Comply with all HUD requirements, such as the attached HUD's Sub Recipient Agreement.
7. Ensure staff training, enter required data, monitor and fix data accuracy, and maintain service records utilizing the Homeless Management Information System (HMIS). Keep an update to date signed Coordination of Services agreement with the contract manager to allow access to data and reports in HMIS.
8. Participate in the Dane County Homeless Services Consortium. Adhere to Homeless Services Consortium (Dane County/Madison Continuum of Care) Written Standards with regards to Permanent Supportive Housing (PSH), wherever applicable and to the greatest extent possible.
9. Provide or connect participants with housing stability supportive services such as tenant education, financial management, employment and training, behavioral health services, transportation, and other mainstream benefits. Work collaboratively with other agencies and systems to maximize the overall impact of these services.
10. Ensure operations reflect trauma informed care, housing first, and harm reduction approaches whenever possible to overcome and eliminate housing barriers for participants. Offer proactive client centered services without preconditions (i.e., employment, income, absence of criminal record, or sobriety).

B. Funding, Authorizations, and Billing

1. Rental Assistance will reside with PROVIDER owned units or units leased in the PROVIDER's name. Regularly communicate and serve as a contact for those owners and work on problem resolution with tenants. Continue those meaningful relationships that may lead to building more rapport and other housing options for individuals that are served.
2. Funding amount for rental assistance is contingent upon review and rank by the local CoC, and the renewal approval of the submission to HUD.
3. At the beginning of each grant renewal, COUNTY will inform PROVIDER of the maximum annual and monthly rent subsidy and supportive service amounts

available from HUD. PROVIDER shall only receive monthly payments up to this amount throughout the term of the grant. Any costs over and above this amount, shall be the responsibility of PROVIDER alone.

4. Supportive services draws will be submitted using the County's fiscal voucher request with required documentation of expenses and reimbursed on actuals. Expenses will align with the agreed upon categories and expenses outlined in the budget for the grant year following the eligible services and guidelines cited in Supportive Services § 578.53. If applicable, PROVIDER will follow all procurement processes required by the County contract boilerplate and HUD Part 200 Procurement regulations.
5. The capacity to provide assistance is reliant on grants and is limited to the duration and specific amounts that have been awarded. Given this, it is possible that PROVIDER may not be able to receive sufficient enough funding to cover the costs associated with program support for the rental assistance program. In the event that funding may become unavailable, PROVIDER will carry out its due diligence to find alternative sources of funding so they are able to continue to provide services. If at that point, additional funding has been granted or is available to PROVIDER to use from another source, participants MAY be eligible for additional months of service but it is not guaranteed.

C. Match

PROVIDER shall provide a list of all clients served, including first and last name, and the last 4 digits of their social security numbers. COUNTY will use report to calculate the dollars amount of other supportive services and resources COUNTY has provided to clients to demonstrate match as required under 24 CFR § 578.73 (a).

V. 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 and/or management changes that will significantly impact the provision of this program and/or its services.
- D. Communicate regularly with the COUNTY contract manager. This includes:
 1. Program check-in meetings scheduled at regular intervals as directed by the COUNTY.
 2. Close cooperation and communication with timely responsiveness to requests made by the COUNTY.
 3. Provide data within a reasonable and reliable manner as specified in the contract and other requests made by the COUNTY.

4. Work together in a shared commitment toward a common goal. Collaboratively generate strategies and prioritize performance solutions based on program needs and services provided.

2025 DCDHS SUBRECIPIENT SCHEDULE

Provider Name: Housing Initiatives, Inc.

Program Name: Rental Assistance HUD, Rental Assistance Admin, Supportive Services HUD, & Supportive Services Admin

Program Number: 9245, 9405, 9406, & 9407

Your contract has been identified as one that potentially contains subrecipient programs as defined by the State and/or Federal government. The following information associated with your contracted program(s) is included to comply with State/Federal subrecipient requirements.

FEDERAL AWARD IDENTIFICATION

Dane County Vendor Number:	3354
Unique Entity Identifier (UEI):	M7DYJMKQ9MH7
Federal Award Identification Number (FAIN):	WI0096L5I032316
Assistance Listing (formerly CFDA) Number:	14.267
Amount of Federal Funds Obligated by this Action:	Up to \$316,458 for Rental Assistance, \$13,988 for Rental Assistance Admin, \$82,808 for Supportive Services HUD, & \$4,250 for Supportive Services Admin Federal award covering January 1, 2025 to March 31, 2025
Assistance Listing (formerly CFDA) Name:	CONTINUUM OF CARE PROGRAM
State Agency:	N/A
Awarding Official:	Marion McFadden
Federal Awarding Agency:	U.S. Department of Housing and Urban Development: Office of Community Planning and Development
Federal Award Date:	April 1, 2024
Contract Period:	January 1, 2025 to December 31, 2025
Award Contains R & D Costs:	N/A
Indirect Cost Rate for Federal Award:	4.60%
Requirements Imposed to Ensure Accordance with Federal Statutes:	CONTINUUM OF CARE PROGRAM: Provider shall comply with all federal, state, and county requirements related to the funding source(s) for this program.
Requirement to Permit Access to Financial Records:	Dane County Department of Human Services (DCDHS) - County of Dane Purchase of Services Agreement, Section C, XXVI, N. Financial and Compliance Audit by PROVIDER., Pgs. 15-16
Closeout Appropriate Terms and Conditions:	DCDHS - County of Dane Purchase of Services Agreement, Section C, XXVI, P. Final Settlement, Pg. 17
Project Description as Required by Federal Funding Accountability & Transparency Act (FFATA):	The purpose of this contract is the provision of rental assistance for homeless participants who have a serious and persistent mental illness in accordance with the United States Department of Housing and Urban Development (HUD) Continuum of Care Program, 24 CFR, Part 578, Homeless Emergency Assistance and Rapid Transition to Housing, as well as to provide tenant

	assistance to reduce the likelihood of eviction and loss of housing funding for this contract shall be awarded to County by HUD and passed through to Provider through this contract.
--	---

HOUSING INITIATIVES, INC.
SCHEDULE B – FISCAL
Contract #87537

1. Regarding Reporting Requirements:

Program 9245:

PROVIDER shall submit monthly rent reports on the form provided by the COUNTY for each of the programs described in the Program Summary Form of this contract. This report is due no later than the 10th of each month for the following month of service (for example, March rent reports are due by February 10th). Payment to the PROVIDER shall be made monthly in the amount of the net rent that has been reported on the rent report for that month plus allocated administrative expenses that have been determined by the time study, not to exceed 1/12th of the current grant amount. PROVIDER will be responsible for any expenses that exceed 1/12th of the grant amount. Final settlement shall be based on the approved actual expenses not to exceed the total HUD reimbursement received by the COUNTY.

Program 9405 & 9407:

PROVIDER is responsible for following HUD rules and regulations regarding all reporting requirements. PROVIDER will use the COUNTY approved time study to allocate Admin Cost. PROVIDER will submit the time study to the COUNTY quarterly to determine the administrative expense. The Admin Cost rate will then be applied to the following Quarter (e.g. Quarter 1 January – March Admin Cost rate will be applied to Quarter 2 April – June).

Payments will be held if the required reporting deadlines are not met.

PROVIDER shall submit expense reports on a monthly basis on a form provided by COUNTY. Expense reports are due no later than the 25th of the following month services are provided and shall include actual expenses.

Program 9406:

PROVIDER will receive payment based on actual or recorded expenditures on the Payment Voucher(s) submitted for reimbursement. The monthly amount shall not exceed the total program's budgeted contract amount. Final settlement shall be based on the approved actual expenses not to exceed the total HUD reimbursement received by the COUNTY.

PROVIDER shall submit expense reports on a monthly basis on a form provided by COUNTY. Expense reports are due no later than the 25th of the following month services are provided and shall include actual expenses.

Regarding Supportive Services in the form of Direct Assistance or Pass-through costs: PROVIDER shall submit monthly financial payment detail that minimally reports 1) identity of payee, b) beneficiary, c) payment amount and d) payment type (education, emergency food, and transportation), e) payment date. Reports will be submitted to COUNTY manager and COUNTY accounting designee.

Programs 9245, 9405, 9406, 9407: PROVIDER is responsible for following HUD rules and regulations regarding all reporting requirements.

2. Regarding Leases & Rent Reasonableness Forms:

Program 9245:

PROVIDER will send COUNTY copies of all new leases and copies of all lease changes. These may be sent to the COUNTY at any time, however reimbursement to PROVIDER for rent increases will not be made without receipt of a current lease.

No rent changes will be processed retroactively, without Dane County approval.

PROVIDER will send COUNTY a Rent Reasonableness form for all new leases when the rent amount is over the current year's Fair Market Rent (FMR).

3. At mid-year the COUNTY and the PROVIDER will review and determine if a contract adjustment is necessary.
4. Final settlement shall be based on the approved actual expenses not to exceed the total HUD reimbursement received by the COUNTY.
5. Regarding Section C, XXVI. Financial Provisions, G. Budgets and Personnel Schedules:

PROVIDER is subject to these provisions as described in the Agreement. PROVIDER shall submit budget and supporting personnel schedule for approval within fifty-six (56) days after the effective date of 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. If due date falls on a weekend or holiday, reporting is due the following business day.

REPORT	WHERE SUBMITTED	DUE DATE
Affirmative Action Plan (Unless PROVIDER is exempt)	Contract Compliance Specialist Office of Equity & Inclusion 210 Martin Luther King, Jr. Blvd. Rm. 356 Madison, WI 53703 oby.joe@danecounty.gov	January 15, 2025 (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
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, 2025 (56 days after Agreement effective date) Final Revisions due November 15, 2025
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, 2025; and January 25, 2026
Annual Audit (Unless PROVIDER is exempt)	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704 dcdhsaudits@danecounty.gov	June 30, 2026, or 180 days after the end of PROVIDER's fiscal year
Audit Waiver Request	Dane County Department of Human Services Accounting dcdhsaudits@danecounty.gov	Prior to Agreement effective date
Notice of Financial Instability	Dane County Department of Human Services Accounting, Ground Floor 1202 Northport Dr. Madison, WI 53704	Upon triggering event occurring that requires notice
Client Registration/Client Services Reports.	Client Registration is faxed to 608-242-6288. Client Services Reports are submitted electronically to your assigned keyer.	February 10, March 10, April 10, May 10, June 10, July 10, August 10, September 10, October 10, November 10, December 10, 2025; and January 5, 2026
Quarterly Client Services Reports	County Designee	May 1, 2025, August 1, 2025, November 1, 2025 and final quarter due April 1, 2026