

This contract is between RACINE COUNTY HUMAN SERVICES DEPARTMENT (HSD) whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403, hereinafter referred to as Purchaser, and HEAR WISCONSIN, INC., whose principal business address is 10243 West National Avenue, West Allis, Wisconsin 53227, hereinafter referred to as Provider. This contract is to be effective for the period January 1, 2017 through December 31, 2017. ✓

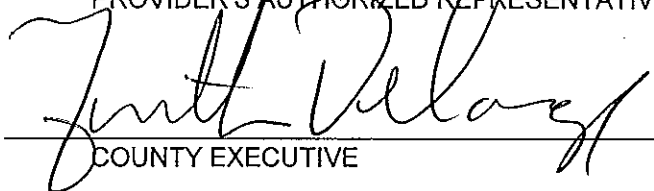
The Provider employee responsible for day-to-day administration of this contract will be Christine Kometer, whose business address is 10243 West National Avenue, West Allis, Wisconsin 53227, telephone number (414)604-7213, e-mail address ckometer@cchdwi.org. In the event that the administrator is unable to administer this contract, Provider will contact Purchaser and designate a new administrator.

The Purchaser employee responsible for day-to-day administration of this contract will be Mary Perman, (262) 638-6650, e-mail Mary.Perman@racinecounty.com, whose business address is 1717 Taylor Avenue, Racine, Wisconsin 53403. In the event that the administrator is unable to administer this contract, Purchaser will contact Provider and designate a new administrator.

This contract becomes null and void if the time between the Purchaser's authorized signature and the Provider's authorized signature exceeds sixty days.

(signed) 
PROVIDER'S AUTHORIZED REPRESENTATIVE

12/16/2016
DATE

(signed) 
COUNTY EXECUTIVE

01-13-17
DATE

(signed) _____
COUNTY CLERK

DATE

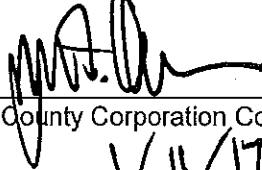
(signed) 
COUNTY BOARD CHAIRPERSON

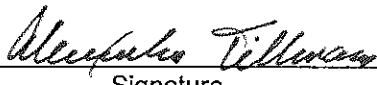
1-13-17
DATE

(Two Purchasers' signatures required for fully executed agreement.)

CERTIFIED TO BE CORRECT AS TO FORM

REVIEWED BY FINANCE DIRECTOR

By 
Racine County Corporation Counsel
1/11/17
Date


Signature
1-6-17
Date

This agreement (including the Exhibits) and the Racine County Human Services *Contract Administration Manual* (revised August 2006), which is incorporated herein by references as if set forth in full, constitute the entire agreement of the parties and supersedes any prior understandings, agreements, or contracts in regard to the subject matter contained herein. This agreement may be amended in accordance with the Racine County *Contract Administration Manual*.

I. CERTIFICATION OF 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 Exhibits, 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 this Agreement or any of them, it is agreed that the terms of this Agreement, to the extent of any conflict, are controlling.
- B. Provider agrees to meet the program standards as expressed by State, Federal and County laws, rules, and regulations applicable to the services covered by this Agreement. If the Provider obtains services for any part of this Agreement from another subcontractor, the Provider remains responsible for fulfillment of the terms and conditions of the contract. Provider shall give prior written notification of such subcontractor to the Purchaser for approval.
- C. Provider agrees to secure at Provider's own expense all personnel necessary to carry out Provider's obligations under this Agreement. Such personnel shall not be deemed to be employees of Purchaser. Provider shall ensure Provider's personnel are instructed that they will not have any direct contractual relationship with Purchaser. Purchaser 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.
- D. Purchaser 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, the parties shall cooperate to reach a reasonable resolution of the issue.
- E. Provider shall complete its obligations under this Agreement in a sound, economical and efficient manner and in accordance with this Agreement and all applicable laws. Provider agrees to notify Purchaser immediately whenever it is unable to comply with the applicable State, Federal and County laws, rules and regulations. Non-compliance will result in termination of Purchaser's obligation to purchase those services.
- F. 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 Purchaser. Provider shall promptly notify Purchaser in writing of any citation Provider receives from any licensing or certification authority, including all responses and correction plans.
- G. The authorized official signing for the Provider certifies to the best of his or her knowledge and belief that the Provider defined as the primary participant in accordance with 45 CFR Part 76, and its principles:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
 - 2. Have not within a 3-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State, or local) transaction; violation of Federal or State antitrust statutes or commission of

embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
4. Have not within a 3-year period preceding this contract had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why should be included with the signed contract.

The Provider agrees that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, In-eligibility, and Voluntary Exclusion-Lower Tier Covered Transaction." Appendix B to 45 CFR Part 76 in all lower tier covered transactions (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions.

- H. Provider agrees to do background checks for all employees having regular contact with children, the elderly or vulnerable adults, including caregiver background checks where required by law. Provider agrees to follow the requirements of Administrative Code DHS 12, and Wisconsin Statute 48.685 and 50.065 regarding Caregiver Background Checks. Provider agrees to cooperate with Purchaser to implement Caregiver Background Checks, if Provider is licensed by, or certified by Purchaser. If Provider is licensed by, or certified by, the State of Wisconsin, and is required by ss 48.685 and 50.685 to perform Caregiver Background Checks, Provider will maintain the appropriate records showing compliance with the law and the Administrative Code HFS 12.
- I. Provider agrees to cooperate in site reviews and to take such action as prescribed by the Purchaser to correct any identified noncompliance with Federal, State and County laws, rules, and regulations.

II. RECORDS

- A. Provider shall maintain records as required by State and Federal laws, rules and regulations.
- B. Provider shall retain any record required to be kept on behalf of Purchaser 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.
- C. It is understood that in the event this Agreement terminates for any reason, Purchaser, at its option may take ownership of all records created for the purpose of providing and facilitating provision of services under the Agreement. 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, Purchaser 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.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's and Purchaser's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- E. In the event that the Provider meets the criteria of a qualified service organization as defined in

42 CFR § 2.11, the Provider acknowledges that in receiving, storing, processing, or otherwise dealing with any patient records, it is fully bound by 42 CFR § 2 et. Seq. and if necessary, will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by 42 CFR § 2 et. Seq. However, the parties further agree that pursuant to 42 CFR § 2.12 (c) (4) that the restrictions on disclosure in 42 CFR § et. Seq. do not apply to communications between the Racine County Section 51.42 board and the Provider regarding information needed by the Provider to provide services to the Racine County 51.42 board.

- F. Provider agrees to assist Purchaser in promptly fulfilling any public records request, in the manner determined by Purchaser, of a record not protected by a law requiring confidentiality that Provider keeps or maintains on behalf of Purchaser.

III. FISCAL RESPONSIBILITIES

- A. Charge no more than 10% for management and general expenses as defined in proposal application. The 10% costs can be computed on program expenses only.
- B. Charge no greater amount than defined in proposal application for profit which will be computed as per the Allowable Cost Policy (private for-profit provider).
- C. Provider agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.
- D. In accordance with s.s.46.036 and the purchase of professional services, there is no need for a formal audit. However, in the event that any costs appear to be inconsistent with industry norms, the purchaser reserves the right to request documentation of billed expenses and conduct an Audit Review.
- E. Upon completion of the audit review by Purchaser, if Provider received funds in excess of actual allowable costs or actual unit costs, or if Purchaser has identified disallowed costs, Provider shall refund excess monies to Purchaser. If Provider fails to return funds paid in excess, Purchaser shall recover the money from subsequent payments made to Provider or Purchaser can use any other remedy provided by law.
- F. Submit a written request to Racine County to expend any reserve amounts. The request must be submitted no later than 30 days after receipt of the audit. The request for expenditure of reserve amounts must specify the proposed purpose of utilizing the reserve amount. Reserve amounts not approved by HSD will be refunded to Racine County.
- G. Maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems. (See DHS or DCF *Allowable Costs Policy Manual*.)
- H. If the Provider requests an advance payment in excess of \$10,000.00, the Provider agrees to supply a surety bond per s. 46.036(3)(f) Wis. Stats. The surety bond must be an amount equal to the amount of the advance payment Provider has requested.
- I. Provider will be responsible for payment of all wages, payroll taxes, worker's compensation, social security, federal and state unemployment insurance and any and all other federal and state taxes related to the staff.

IV. INDEMNITY AND INSURANCE

- A. To the fullest extent permitted by law, the Provider agrees to indemnify and hold harmless the Purchaser, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the Provider or any subcontractor of the Provider, or any officer, employee or agent of the subcontractor of the Provider, or any other person for whom Provider is responsible. The Provider shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Provider's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the Purchaser. Provider shall immediately notify Purchaser of any injury or death of any person or property damage on Purchaser's premises or any legal action taken against Provider as a result of any said injury or damage.

- B. Provider shall at all times during the terms of this Contract keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by Purchaser. Upon the execution of this Contract and at any other time if requested by Purchaser, Provider shall furnish Purchaser with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against Purchaser upon any matter herein indemnified against, Purchaser shall, within five working days, cause notice in writing thereof to be given to Provider by certified mail, addressed to its post office address.

- C. The Provider shall maintain at its own expense and provide Purchaser with Certificates of Insurance that provide the following coverage:
 - 1. Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

 - 2. Maintain general liability coverage including personal injury and property damage against any claim (s), which might occur in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for each occurrence for bodily injury and property damage including product liability and completed operations and three million dollars (\$3,000,000) in the aggregate. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million dollars (\$1,000,000) for each occurrence combined single limit for automobile liability and property damage and three million dollars (\$3,000,000) in the aggregate.

- D. Racine County, and its officers and employees shall be named as additional insureds on Provider's general liability insurance policy for actions and/or omissions performed pursuant to this contract. All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. Purchaser shall receive a 30-day notice of cancellation of any policy. A copy of Certificate of Insurance and the referenced policies shall be mailed to Purchaser within 60 days of the beginning of this contract.

- E. Provider is prohibited from waiving Purchaser's right to subrogation. When obtaining required insurance under this Agreement and otherwise, Provider agrees to preserve Purchaser's subrogation rights in all such matters that may arise that are covered by Provider's insurance

V. PAYMENT FOR SERVICES

- A. Provider shall submit all bills (reflecting net payment due) and the Contract Information for Agencies cover sheet by the 10th day following the close of the month. Billings received by the 10th day shall be reimbursed within 15 business days.

- B. All 2017 Provider billings must be received by the Purchaser on or before January 20, 2018, or in the case of termination of contract during the contract period, 20 days after effective date of termination.
- C. Purchaser shall not be held financially liable for any payment for service received from Provider if the billing for such service is received 90 days or more from the date of the service provided to the respective client.
- D. Method of payment shall be the following:

Reimbursement of Actual Expenses

Provider shall bill Purchaser monthly on the appropriate line of the Purchaser's Contract Information for Agencies Form (CIA). Provider shall be reimbursed for actual program expenses reported on the CIA Form. Provider shall maintain financial statements or other documentation of total program expenses submitted for payment. Actual expenses cannot exceed the total amount specified in the contract without renegotiation.

VI. 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.
- C. 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 the Racine County 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.
- D. Provider shall give priority to those methods that offer programs and activities to disabled persons in the most integrated setting. Where service or program delivery is housed in an inaccessible location, and accessible alterations are not readily achievable, Provider agrees to offer "programmatically accessibility" to recipients (real or potential) of said services and programs (e.g., change time/location of service).
- E. 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.

- F. 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 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.
- G. Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is available at <https://www.dhs.wisconsin.gov/civil-rights/index.htm>. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this Agreement. Provider agrees to develop and attach to this Agreement a Civil Rights Compliance Letter of Assurance regardless of the number of employees and the amount of funding received.
- H. Provider agrees to comply with the Purchaser's civil rights compliance policies and procedures. Provider agrees to comply with civil rights monitoring reviews performed by the Purchaser, including the examination of records and relevant files maintained by the Provider. Provider agrees to furnish all information and reports required by the Purchaser as they relate to affirmative action and non-discrimination. The Provider further agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.
- I. 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 consistent with Purchaser's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. Provider shall supply to the Purchaser's contract administrator 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.
- J. 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."

VII. GENERAL CONDITIONS

- A. Provider shall neither assign nor transfer any interest or obligation in this Agreement without the prior written consent of Purchaser, unless otherwise provided herein. Claims for money due to Provider from Purchaser 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 Purchaser with notice of any assignment or transfer.

B. CONFIDENTIALITY.

1. Provider agrees to comply with all pertinent federal and state statutes, rules, regulations and county ordinances related to confidentiality. Further, the parties agree that:

a. 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.

b. 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.

c. Upon request from Purchaser, client specific information, including, but not limited to, treatment information, shall be exchanged between the parties consistent with applicable federal and state statutes, for the following purposes:

- i. Research (names and specific identifying information not to be disclosed);
- ii. Fiscal and clinical audits and evaluations;
- iii. Coordination of treatment or services; and
- iv. Determination of conformance with court-ordered service plans.

2. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability.

a. The Provider agrees to comply with the federal regulations implementing the HIPAA and all relevant regulations as from time to time amended, to the extent those regulations apply to the services the Provider provides or purchases with funds provided under this Agreement.

b. In addition, certain functions included in this Agreement may be covered within HIPAA rules. As such, the Purchaser must comply with all provisions of the law. If Purchaser has determined that Provider is a "Business Associate" within the context of the law, Provider will sign and return an approved Business Associate Agreement, which will be included and made part of this Agreement.

C. Provider agrees to cooperate with departments, agencies, employees, and officers of Purchaser in providing the services described herein. Where Provider furnishes counseling, care, case management, service coordination or other client services and Purchaser 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 Purchaser as authorized by law.

D. 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.

E. In order for Provider and the people Provider serves to be prepared for an emergency such as

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). 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.

- F. During the term of this Agreement, Provider shall report to the Purchaser's contract administrator, 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 Purchaser 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, Purchaser may take such action. Provider may appeal any adverse finding as set forth at Article X.
- G. This Contract is contingent upon authorization of Wisconsin and United States Law and any material amendment or repeal of the same affecting relevant funding or authority of the Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- H. Purchaser may investigate any complaint received concerning the operation and services purchased including review of clinical service records and administrative records subject to restrictions by law. This may include contacting clients both past and current as required.
- I. Purchaser shall be notified in writing of all complaints filed in writing against the Provider. Purchaser shall inform the Provider in writing with the understanding of the resolution of the complaint.
- J. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.
- K. All capital equipment purchased with funds from this contract may at the discretion of Racine County revert to Racine County at the termination of this contract period or subsequent contract periods. Computer equipment authorized within this contract budget will require Purchaser's approval prior to purchase and authorized payment.
- L. Provider shall acknowledge Racine County as a funding source in all manner of communication including letterhead, brochures, pamphlets, and other forms of media exposure. Racine County may at its discretion identify the type of acknowledgment necessary for recognition.
- M. Provider agrees to list all external job vacancies on Job Net.
- N. 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 Purchaser 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 Purchaser while any such default or breach shall exist shall in no way impair or prejudice the right of Purchaser with respect to recovery of damages or other remedy as a result of such breach or default.

O. 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 the parties, the invention(s) shall be jointly owned.

P. PENALTIES.

1. Provider shall provide immediate notice in the event it will be unable to meet any deadline, including deadlines for filing reports, set by Purchaser. Concurrent with notification, Provider shall submit either a request for an alternative deadline or other course of action or both. Purchaser may grant or deny the request. Purchaser has the prerogative to withhold payment to Provider upon denial of request or until any condition set by Purchaser is met. In the case of contracts that have been renewed or continued from a previous contractual period, Purchaser may withhold payment in the current period for failures that occurred in a previous period.
2. If Purchaser is liable for damages sustained as a result of breach of this Agreement by Provider, Purchaser may withhold payments to Provider as set off against said damages.
3. If, through any act of or failure of action by Provider, Purchaser is required to refund money to a funding source or granting agency, Provider shall pay to Purchaser within ten (10) working days, any such amount along with any interest and penalties.

Q. This Agreement or any part thereof, may be renegotiated at the option of Purchaser 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) cancelation, increase or decrease in funding; (4) changes in service needs identified by Purchaser; (5) Provider's failure to provide services purchased; or (6) upon any mutual agreement. Provider agrees to renegotiate in good faith if Purchaser exercises this option. Any agreement reached pursuant to renegotiation shall be acknowledged through a written Agreement addendum signed by both parties. If Provider refuses to renegotiate in good faith as required by this section, Purchaser may either terminate the Agreement or unilaterally adjust payments downward to reflect Purchaser's best estimate of the volume of services actually delivered by Provider under this Agreement.

VIII. RESOLUTION OF DISPUTES: The Provider may appeal decisions of the Purchaser in accordance with the terms and conditions of this Agreement and Chapter 68, Wis. Stats.

A. **Good Faith Efforts.** In the event of a dispute between the parties involving the interpretation or application of the contents of this Agreement, the parties agree to make good faith efforts to resolve grievances informally.

B. **Formal Procedure.** In the event informal resolution is not achieved, the parties shall follow the following procedure to resolve all disputes:

Step 1: Provider shall present a description of the dispute and Provider's position, in writing, to Purchaser'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, Purchaser'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 designee may request a review of the initial decision by mailing a written request to Purchaser'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: Purchaser'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 designee 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 Purchaser, posted in its service area, at all times during the term of this Agreement.
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.

IX. TERMINATION, SUSPENSION AND/OR MODIFICATION

This Agreement may be terminated and/or its terms may be modified or altered as follows:

- A. Either party may terminate the Agreement, for any reason, at any time upon sixty (60) days written notice. ✓
- B. Failure of Provider to fill any of its obligations under the Agreement in a timely manner or violation by Provider of any covenants or stipulations contained in this Agreement shall constitute grounds for Purchaser 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

Purchaser relies to fulfill its obligations under this Agreement, Provider agrees and understands that Purchaser may take any of the following actions:

1. Purchaser may terminate this Agreement, upon thirty (30) days written notice.
 2. Purchaser may suspend this Agreement without notice for purposes of evaluating the impact of changed funding.
 3. Purchaser may reduce funding to Provider upon thirty (30) days written notice. If Purchaser opts to reduce funding under this provision, Purchaser may, after consultation between Provider and Purchaser'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 Racine County or the State or Federal governments to appropriate sufficient funds to carry out Purchaser'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 Purchaser under this Agreement are not subject to the review process set forth in Article X of this document.

X. 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. **Construction.** This Agreement shall not be construed against the drafter.
- C. **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.
- D. **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.
- E. **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.
- F. **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 Purchaser; and further, Provider shall ensure that it requires of its subcontractor the same obligations incurred by Provider under this Agreement.
- G. **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.
- H. **Venue.** Venue for any legal proceedings shall be in the Racine County Circuit Court.

XII. COST AND SERVICES TO BE PROVIDED

A. Provider and Purchaser understand and agree that the eligibility of individuals to receive the services purchased under this agreement will be determined by the Purchaser.

B. Purchaser agrees to pay Provider for the actual services rendered by Provider and authorized by Purchaser at the contracted amount.

C. The total amount to be paid to Provider by Purchaser for programs and services as specified in this section will not exceed the total contracted dollar amount.

Account #	Program	Total	Units	Unit Rate	Method of Payment
1513980	In-Home Speech-Language Pathology Services	As Authorized	As Authorized	\$64/hour	Actual
1513980	In-Home Teacher of Deaf/Hard of Hearing	As Authorized	As Authorized	\$64/hour	Actual
1513980	Toddler Communication Group	As Authorized	As Authorized	\$28/session	Actual

Approved by HSD Fiscal Manager 

PROGRAM DESCRIPTION

Provider agrees to provide in-home Speech-language Pathology Services, in-home teaching of deaf/hard of hearing and toddler communication group for the Birth-to-Three Program.