

# Purchase of Services Contract

## Purchaser and Provider Information

**Purchaser:**

Organization Name                      Outagamie County Department of Health and Human Services  
Address                                      320 South Walnut Street, Appleton, WI 54911

Name of contact person                DHHS Manager Name  
Telephone                                  (920) 832 –  
Fax    (920) 832 –  
E-mail                                        Manager.Name@Outagamie.org

**Provider:**

Organization Name                      **Vendor Name & Contact Information**  
Address

Name of contact person  
Telephone  
Fax  
E-mail

Provider’s fiscal year end:            December 31  
Provider’s Employer                      **Tax ID # here**  
Identification Number:  
   Profit \_\_\_\_ Non-Profit \_\_\_\_

## Contract Information

**Contract Number:**                    44-25-  
**Services to be provided:**  
[detail is in “Services to be  
Provided” section]  
**Contract period:**                      January 1, 2025 – December 31, 2025  
**Maximum payment  
under this contract:**                    \$ 000,000.00

# Contract Provisions

## Article 1 Audit

Purchaser will arrange and pay for an agreed-upon procedures engagement that will meet the audit requirements of Wis. Stat. [s. 46.036](#) for this contract. This provision does not absolve Provider from needing to meet any federal audit requirements that may be applicable or any audit requirements of other contracts. Refer to Appendix A for more information.

## Article 2 Caregiver Background Checks

Applicable  
 Not Applicable

Purchaser and Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, Provider shall comply with the provisions of [DHS 12, Wis. Admin. Code](#) (at [http://docs.legis.wisconsin.gov/code/admin\\_code/dhs/001/12](http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12))

### Section 2.1 Background checks

Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for Purchaser under this contract if such employee has actual, direct contact with the clients of Purchaser. Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, and the Department of Regulation and Licensing, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, Provider must conduct a new caregiver background search every four years, or at any time within that period when Provider has reason to believe a new check should be obtained.

### Section 2.2 Records

Provider shall maintain the results of background checks on its own premises for at least the duration of this contract. Purchaser may audit Provider's personnel files to assure compliance with the [State of Wisconsin Caregiver Background Check Manual](#) (online at <https://www.dhs.wisconsin.gov/publications/p0/p00038.pdf>).

### Section 2.3 Assignment of staff

Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

### Section 2.4 Notification to Purchaser

Provider shall notify Purchaser in writing and sent via registered mail within one business day if an employee has been charged with or convicted of any crime specified in [DHS 12.07\(2\)](#) (online at [http://docs.legis.wisconsin.gov/code/admin\\_code/dhs/001/12/II/07](http://docs.legis.wisconsin.gov/code/admin_code/dhs/001/12/II/07)).

## Article 3 Civil Rights Compliance Plan

Provider shall comply with the requirements of the current Civil Rights Compliance (CRC) Plan, which is online at <https://www.dhs.wisconsin.gov/civil-rights/index.htm>.

All contracted providers must develop and attach a Letter of Assurance to this contract.

Providers that have more than fifty (50) employees and receive fifty thousand dollars (\$50,000) or more in funding from state and local agencies must also develop a Civil Rights Compliance Plan to be available upon request.

#### **Article 4 Client Funds**

Applicable  
 Not Applicable

When managing client funds, Provider shall:

- a. Allow the client to use his or her own money as he or she wishes, unless Purchaser specifically authorizes Provider to withhold funds; such authorization may be memorialized in client's case file;
- b. Develop written policies and procedures for handling client funds;
- c. Develop a budget for each client and have the client or guardian sign it;
- d. Segregate the duties of people handling client funds so that the same person does not authorize payments and reconcile accounts;
- e. Maintain written records of client funds;
- f. Provide each client with a monthly accounting for his or her funds, with a copy to Purchaser, due 30 days after the end of the month, and upon request by client guardian or court;
- g. Maintain client funds in a separate, interest bearing account when possible, or a no fee account;
- h. Reconcile each client's account on a monthly basis;
- i. Keep all records of client accounts for the requisite period of time as required by state and federal laws, rules, and regulations;
- j. Obtain bonds, surety, or insurance for all staff who handle client funds as required by law;
- k. Conduct background checks on all staff who handle client funds.

#### **Article 5 Client Rights Grievances and Complaints**

Applicable  
 Not Applicable

##### **Section 5.1 Client Rights Grievances**

Pursuant to § 51.61(1)(a), Wis. Stat., and Wis. Admin. Code Ch. DHS 94, Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, Purchaser. The grievance procedure shall comply with the requirements of Wis. Admin. Code Ch. DHS 94, sub. III. Provider shall, prior to or at the time of client admission, provide oral and written notification

to each client of their rights and the grievance procedure. Provider shall post the written client rights and grievance procedures in an area readily available to clients and staff of the program, including contact information for Provider's designated client rights specialist. If the grievance is not resolved at the Provider level, the client shall be directed to contact the Outagamie County Department of Health and Human Services' contact person identified on the first page of this contract for county-level review of their grievance.

At least once per year, or more frequently when requested by Purchaser, Provider shall notify Purchaser via encrypted email, fax, or mail of all grievances filed. The reports shall include client identifying information, the nature of the grievance, the date the grievance was filed, the disposition of the grievance, and the disposition date.

Applicable  
 Not Applicable

### **Section 5.2 Client Complaints**

At least once per year, or more frequently when requested by Purchaser, Provider shall notify Purchaser via encrypted email, fax, or mail of all complaints filed. The reports shall include client identifying information, the nature of the complaint, the date the complaint was filed, the disposition of the complaint, and the disposition date. If any complaint is not resolved at the Provider level, the client shall be directed to contact the Outagamie County Department of Health and Human Services' contact person identified on the first page of this contract for county-level review of their complaint.

## **Article 6 Conditions of the Parties' Obligations**

### **Section 6.1 Contingency**

This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority shall serve to terminate this contract, except as further agreed to by the parties hereto.

### **Section 6.2 Powers and Duties**

Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.

### **Section 6.3 Items Comprising the Contract**

It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

## **Article 7 Confidentiality**

### **Section 7.1 Client confidentiality**

Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or Purchaser's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian.

Provider must institute and maintain such security procedures as are commercially reasonable to maintain

the confidentiality of the confidential information while in its possession or control including transportation, whether physically or electronically.

Duty of confidentiality shall survive the termination of the contract, and shall continue in full force and effect and shall be binding upon the provider or its agents, employees, successors, assigns, subcontractors, or any party claiming an interest in this contract on behalf of or under the rights of Purchaser following any termination.

In the event of a breach of confidentiality by Provider, Provider shall indemnify and hold harmless Purchaser and any of its officers, employees, or agents from any claims arising from the acts or omissions of Provider, and its subcontractors, employees and agents, in violation of this Article. This includes, but is not limited to, costs of monitoring credit of all persons whose confidential information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by Purchaser in the enforcement of this Article.

“Equitable Relief” means Provider acknowledges and agrees that unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to Purchaser, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that Purchaser, on its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Contract or under applicable law.

#### **Section 7.2 Contract not confidential**

Except for documents identifying specific clients, this contract and all related documents are not confidential.

### **Article 8 Conflict of Interest**

Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.

### **Article 9 Debarment and Suspension**

Provider certifies through signing this contract that neither Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, Provider shall notify Purchaser within five business days in writing and sent by registered mail if Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. Purchaser may consider suspension or debarment to be cause for implementing high risk contract provisions under Article 21 “Special Provisions for High Risk Contract” or for revising or terminating this contract under Article 19 “Revision or Termination of This Contract.”

### **Article 10 Eligibility**

Provider shall provide services only to individuals who are eligible for services. Provider and Purchaser agree that the eligibility of individuals to receive the services to be purchased under this contract from

Provider will be determined by Purchaser.

An individual has a right to an administrative hearing concerning eligibility and Purchaser shall inform individuals of this right. Provider shall provide clients with information concerning their eligibility and how to appeal actions affecting their rights.

## **Article 11 Health Insurance Portability and Accountability Act of 1996 “HIPAA” Applicability**

Applicable  
 Not Applicable

### **Section 11.1 General Applicability**

Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the services Provider provides or purchases with funds provided under this contract.

### **Section 11.2 Business Associate Agreement**

In addition, certain functions included in this contract are covered by HIPAA rules. Purchaser must comply with all provisions of the law and has determined that Provider is a “Business Associate” within the context of the law. As a result, Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included as Appendix H of this contract.

### **Section 11.3 Agreement on Provider Use of PHI**

In providing certain administrative services Purchaser is a business associate of Provider under HIPAA and must comply with an agreement on its use of protected health information (PHI). Consistent with that agreement, Provider agrees to comply with the same restrictions and conditions on PHI that apply to Purchaser. These restrictions apply to PHI received by Provider from Purchaser and to PHI created or received by Provider on behalf of Purchaser. The restrictions and conditions are included in Appendix H.

### **Section 11.4 Billing and Collection Procedures**

Purchaser and Provider must conduct any electronic health care administrative transactions covered by the HIPAA consistent with the Electronic Transactions and Code Sets Rule. Provider agrees to conduct any such electronic transactions according to the Trading Partner Agreement and any associated Companion Guides appended to this contract.

## **Article 12 Indemnity and Insurance**

### **Section 12.1 Indemnity**

Provider agrees to, at all times during the existence of this contract, indemnify Purchaser against any and all loss, damages, and costs or expenses which Purchaser may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from participating in or receiving the care and services furnished by Provider under this contract. However, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by Purchaser.

Except as may be otherwise set forth herein, Purchaser shall not be liable to Provider, its employees, subcontractors, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, for any injuries to any of them arising out of or in any way related to the performance of the work under this contract. Provider agrees that the indemnification and hold harmless

provisions within this contract extend to any claims brought by or on behalf of any such employees, subcontractors or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage. In the event of any action, suit, or proceedings against Purchaser upon any matter indemnified against, Provider shall notify Purchaser by registered mail within five business days.

**Section 12.2 Insurance**

Provider must submit an active Certificate of Insurance with this contract and provide updated Certificate of Insurance documentation upon policy renewals.

Provider agrees that, in order to protect itself as well as Purchaser under the indemnity provision set forth in the above paragraph, Provider will 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 the State of Wisconsin and licensed by the Office of the Commissioner of Insurance.

**Insurance coverage requirements:**

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this contract. Purchaser in no way warrants that the minimum limits contained herein are sufficient to protect Provider from liabilities that might arise out of the performance of work under this contract by Provider, its agents, representatives, employees or subcontractors, and Provider is free to purchase additional insurance. Provider agrees that in order to protect itself and the Purchaser, its Boards, Committees, Employees, Authorized Representatives and Volunteers under the indemnity provisions of Section 1, it will at all times during the term of this contract provide and maintain at its own expense, the following minimum limits of insurance covering its operations:

**Minimum Insurance Coverages and Limits**

Insurance requirements that apply to this contract:

Worker’s Compensation & Employer’s Liability

- Applicable
- Not Applicable

Applicable State – Statutory Limits as Required by the State of Wisconsin  
Applicable Federal (e.g. U.S. Longshoremen’s and Harbor Worker’s Act, Admiralty (Jones) Act, and Federal Employer’s Liability Act) – Statutory Limit  
Employer’s Liability - \$100,000 each occurrence / \$100,000 each person (disease) / \$500,000 total limit (disease)

Automobile Liability – Owned, Non-Owned, Hired

Applicable  
 Not Applicable

Bodily Injury and Property Damage Combined – in an amount not less than \$1,000,000 for bodily injury and property damage per occurrence limit covering all vehicles to be used in connection with the performance of Provider’s obligations under this contract.

Coverage for commercial automobile liability insurance shall be at least as broad as Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).

If Provider or Provider’s Subcontractor’s employees use personal vehicles to perform any services or work to be performed by Provider or Subcontractor under this contract, Provider will collect and retain a copy of the Certificate of Insurance (and any other documentation requested by the Purchaser) for Personal Automobile Liability coverage for each employee of Provider who will be using their personal vehicle to perform such services or work as evidence of satisfactory compliance and provide it to Purchaser upon request.

Commercial General Liability (Including Broad Liability Endorsement)

Applicable  
 Not Applicable

Bodily Injury and Property Damage Combined - in an amount not less than \$1,000,000, Each Occurrence  
Personal Injury - \$1,000,000

Coverage for commercial general liability insurance shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)

Umbrella or Excess Liability

Applicable  
 Not Applicable

In an amount not less than \$1,000,000 following form excess of the primary General Liability, Automobile Liability and Employers Liability Coverages.

Professional Liability

Applicable  
 Not Applicable

In an amount not less than \$1,000,000 per claim or event. Provider shall maintain insurance covering negligent acts, errors and omissions, arising out of performance of, or the failure to perform, any professional services required under this contract. Additionally, Provider shall require its consultants and their sub-consultants, if any, to maintain professional liability insurance. If the policy coverage is a

claims made policy and not occurrence based, then all such insurance coverages shall be maintained for a minimum of ten (10) years following completion or earlier termination of this contract.

Malpractice Liability

Applicable  
 Not Applicable

In an amount not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. For claims made, the retroactive date of coverage for all policies in force during this contract shall be not later than the inception date of the contract. Coverage shall be extended beyond this contract and policy year either by a supplemental extended reporting period for at least two (2) years after the termination of this contract or by providing a retroactive date no later than the inception date of this contract for any policy issued within two (2) years after the termination of this contract.

Cyber/Privacy Liability

Applicable  
 Not Applicable

In an amount not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, coverage for unauthorized access, denial of service attacks, computer viruses, transmission of malicious code, and failure of security; breach of privacy and the failure to protect and disclosure of personally identifiable information, payment card information, and health information; and violation of any federal, state or local law or regulation in connection with the protection of information, including coverage for fines and penalties to the extent allowed by applicable law. If such policy is a “claims made” policy, all renewals thereof during the life of this contract shall include “prior acts coverage” covering at all times all claims made with respect to Provider’s services provided under this contract.

**Other Insurance Requirements:**

Provider shall require each of their Subcontractors to take out and maintain, during the life of their subcontract, the same insurance coverages as required under Article 12, including without limitation naming Purchaser, its Boards, Committees, Officers, Employees, Authorized Representatives and Volunteers as additional insureds with respect to all commercial general liability insurance policies. Each Subcontractor shall furnish to Provider two (2) copies of all certificates of insurance in a form acceptable to Purchaser. Provider shall furnish one copy of each of the certificates of insurance, and any other evidence of insurance requested by Purchaser, to Purchaser prior to the commencement of any work to be performed by Provider or its Subcontractors. Purchaser reserves the right to immediately terminate the contract with no liability or obligation to Provider or its Subcontractors, if the subcontractor is not in compliance with these insurance requirements.

**Article 13 Independent Contractor**

Nothing in this contract shall create a partnership or joint venture between Purchaser and Provider. Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of Purchaser.

## Article 14 License, Certification, and Staffing

Applicable  
 Not Applicable

### Section 14.1 License and Certification

Provider shall meet state and federal service standards and applicable state licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. Provider shall attach copies of its license or certification document and the most recent licensing or certification report concerning Provider to this contract when returning the signed contract to Purchaser. During the contract period, Provider shall also deliver to Purchaser in person or via registered mail copies of any licensing inspection reports within 5 business days of receipt of such reports.

### Section 14.2 Staffing

Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.

## **Article 15 Payment and Allowable costs**

### **Section 15.1 Amount paid under contract**

The maximum payment under this contract is \$ \*\*\*\*\*.00. Actual total payment will be based upon the amount of service authorized by Purchaser and the amount of service performed by Provider. It is understood and agreed by all parties that Purchaser assumes no obligation to purchase from Provider any minimum amount of services as defined in the terms of this contract

### **Section 15.2 Basis for payments**

Payments for services covered by this contract shall be made on a unit-times-unit-price basis and in accordance with the “order of payment” requirements for the funding program, less client fees and other collections made by Provider for services covered by this contract.

**Section 15.2.1 Units and prices** - The units and prices for each service purchased from the Provider are included in the following table:

Target Group	SPC	Service	Rate	Unit	Units	Total
<b>Contract Total</b>						

Purchaser shall determine the type of services provided and the number of units of services provided for each client. Units and prices may be re-negotiated. Purchaser will not reimburse Provider for any unit of service not previously authorized by Purchaser.

### **Section 15.2.2 Client fees and third party collections**

Purchaser is responsible for all billing and collection for amounts due from clients and third parties. Provider shall not collect any funds from clients or from third parties.

### **Section 15.3 Reporting for payment**

Each month, Provider shall report the units of service provided during the month. All information reported to Purchaser shall be supported by Provider’s records. The report is due to Purchaser on the 10<sup>th</sup> day following the end of the report month. If Provider’s report is complete and timely, the expected payment date is the 30<sup>th</sup> day following the end of the report month. (See Article 16 “Records” and Article 17 “Reporting.”)

### **Section 15.4 Payment in excess of earned amount**

Provider shall return to Purchaser any funds paid in excess of the allowable amounts earned under this contract within 90 days after is determined amounts are due back to Purchaser. If Provider fails to return funds paid in excess of the allowable amounts earned, Purchaser may recover the excess payment from subsequent payments made to Provider or through other collection means. See Appendix A for additional information on payments earned in excess of allowable amounts earned and the applicable required schedules for both not-for-profit and profit Providers.

## **Article 16 Records**

### **Section 16.1 Maintenance of records**

Provider shall maintain and retain such records and financial statements as required by state and federal laws, rules, and regulations. This includes any communication Provider has with Purchaser's consumers, if applicable. Under §19.36(3) Wis. Stats., all records of the Provider that are produced or collected under this Contract are subject to disclosure pursuant to a public records request.

### **Section 16.2 Access to records**

Provider shall permit appropriate representatives of Purchaser to have timely access to Provider's records and financial statements as necessary to review Provider's compliance with contract requirements for the use of the funding.

## **Article 17 Reporting**

Provider shall comply with the reporting requirements of Purchaser. All reports shall be in writing and, when applicable, in the format specified by Purchaser. All reports shall be supported by Provider's records (See Article 16 "Records"). All reports shall be hand-delivered to Purchaser or sent to Purchaser via mail or email using the contact information on the first page of this contract.

Any additional reporting requirements will be addressed in the contract appendices.

## **Article 18 Resolution of Disputes**

Provider may appeal decisions of Purchaser in accordance with the terms and conditions of the contract and [Chapter 68, Wis. Stats.](#)

## **Article 19 Revision or Termination of this Contract**

### **Section 19.1 Cause for revision or termination of this contract**

Failure to comply with any part of this contract may be considered cause for revision or termination of this contract. If federal or state laws, regulations or court actions require changes in policy or procedure, parties agree to cooperate in revising the contract accordingly.

### **Section 19.2 Revision of this contract**

Either party may initiate revision of this contract. Revision of this contract must be agreed to by both parties by an amendment signed by their authorized representatives.

### **Section 19.3 Termination of this contract**

Either party may terminate this contract by a 30-day written notice to the other party.

Upon termination, Purchaser's liability shall be limited to the costs incurred by Provider up to the date of termination. If Purchaser terminates this contract for reasons other than non-performance by Provider, Purchaser may compensate Provider for its actual allowable costs in an amount determined by mutual agreement of both parties. If Purchaser terminates this contract for Provider's breach, Provider may be liable for any additional costs Purchaser incurs for replacement services.

## **Article 20 Services to be Provided**

### **Section 20.1 Description of services**

For each eligible client referred by Purchaser, Provider agrees to provide the services detailed in Article 15.

**Section 20.2 Other Program Requirements**

In providing required services under this contract, Provider shall comply with the program requirements of Article 15 and the contract’s attachments.

**Section 20.3 Inability to provide quality or quantity of services**

Provider shall notify Purchaser in writing and deliver in person or by registered mail whenever it is unable to provide the required quality or quantity of services. Upon such notification, Purchaser and Provider shall determine whether such inability will require a revision or termination of this contract. (See Article 19 “Revision or Termination of this Contract.”)

**Section 20.4 Documentation of quality and quantity of services**

Provider shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, quality, and effectiveness of services rendered under this contract. Purchaser reserves the right to not pay for units of services reported by Provider that are not supported by documentation required under this contract.

**Section 20.5 Assessing performance in delivery of services**

Purchaser retains sole authority to determine whether Provider's performance under this contract is adequate. Provider agrees to the following:

- a. Provider shall allow Purchaser’s care manager and contracting staff to visit Provider’s facility or work site at any time for the purposes of ensuring that services are being provided as specified in the Plan of Care and this contract.
- b. Upon request by Purchaser or its designee, Provider shall make available to Purchaser all documentation necessary to adequately assess Provider performance.
- c. Provider will cooperate with Purchaser in its efforts to implement Purchaser's quality improvement and quality assurance program.
- d. Provider shall develop and implement a process for assessing client satisfaction with services provided. Provider shall report in a timely manner the results of its client satisfaction assessment effort to Purchaser. Purchaser reserves the right to review and approve Provider's client satisfaction assessment process, and to require Provider to submit a corrective action plan to address concerns identified in the review.
- e. Provider shall cooperate with Purchaser in implementing Purchaser's program for assessing client satisfaction with services. Purchaser reserves the right to require Provider to submit a corrective action plan to address concerns identified in the review.

**Section 20.6 Developing Individual Service Plans**

Applicable  
 Not Applicable

Provider shall develop an Individual Service Plan for each client within 30 days following the date of admission. Provider shall: (a) ensure that the Individual Service Plan complies with applicable standards; and (b) promptly submit the plan upon completion to Purchaser for review and approval. Provider agrees to work with Purchaser as necessary when Provider is developing an Individual Service Plan.

Provider agrees to work with Purchaser when Purchaser is developing Purchaser’s Individual Service Plan.

**Section 20.7 Implementing Individual Service Plans**

Applicable  
 Not Applicable

Provider shall provide the services specified in this contract and in the Provider’s Individual Service Plan for each client, as authorized by Purchaser. In providing services, Provider shall:

- a. Transfer a client from one category of care or service to another only with the approval of Purchaser (Wis. Stat. (s. 46.036(4) (d));
- b. Coordinate with other service providers as necessary to achieve the client's goals as identified in Purchaser’s and Providers Individual Service Plans;
- c. Obtain services from another party only with prior written approval from Purchaser. If Provider obtains services for any part of this contract from another party, Provider is responsible for fulfillment of the terms of this contract.

**Article 21 Special Provisions for High Risk Contract**

Applicable  
 Not Applicable

During the course of the contract, Purchaser may determine that this contract is high risk as a result of evaluating Provider’s performance or other factors. Determination of high risk status could result in Purchaser unilaterally implementing the following changes:

- a. Modifying the payment method to a cost reimbursement basis;
- b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
- c. Requiring additional, more detailed financial reports;
- d. Performing additional project monitoring;
- e. Requiring Provider to obtain technical or management assistance;
- f. Establishing additional prior approvals; or
- g. Other conditions that Purchaser considers appropriate considering the circumstances.

Provider may appeal these changes under Article 18 “Resolution of disputes,” or it may request renegotiation of the contract or give notice of termination of the contract under Article 19 “Revision or Termination of this contract.”

## APPENDIX A

### Additional Audit and Reserve Information

#### I. Audit Requirements

- A. Providers that receive more than \$750,000 in total federal awards in a calendar year are required to have an audit completed in accordance with the Uniform Grant Guidance (UGG) and the State Single Audit Guidelines (SSAG).
- B. Providers that receive more than \$100,000, for care and services provided, in total pass through federal and state funding (combined total of all County and State contracts) in the calendar year are required to have an audit in accordance with Department of Health Services (DHS) Audit Guide and/or Provider Agency Audit Guide (PAAG) from Wisconsin Department of Health Services or Wisconsin Department of Children and Families.
- C. Providers that receive more than \$100,000 in total federal or state funding in a calendar year passed through Purchaser, are required to send Purchaser the completed audit within six months of the fiscal year-end.
- D. If Purchaser passed through less than \$100,000 in federal or state funding and Provider was required to complete an audit in accordance with UGG or DHS Audit Guide/PAAG, Purchaser may request a copy of the completed audit report, or may require Provider to certify that Provider was not required to have an audit completed in accordance with these guidelines.

#### II. Non-profit providers with rate-based services must adhere to these additional items:

- A. A “SCHEDULE OF RESERVES” or “RESERVE SUPPLEMENTAL SCHEDULE” must be included in the audit report. The schedule (as illustrated in the PAAG) or DHS Audit Guide must be fully completed.
- B. Once the audit of the provider is complete and based upon the Reserve Schedule, any amount in excess of the 5% reserve allowance and shown as Amount Due Provider, shall be returned to Purchaser promptly.

#### III. For-profit providers must adhere to these additional items:

- A. A calculation of the “Allowable Profit” must be included in the audit report.
- B. Once the audit of the Provider is complete and based upon the Allowable Profit Calculation, an amount is calculated as due the County, that amount shall promptly be returned to Purchaser.

## APPENDIX B

### Billing and Payment

#### I. Invoice Requirements

##### A. Invoice Requirements

- i. Provider information required on the invoice:
  - a. Name
  - b. Address
  - c. Phone number
  - d. Billing contact
  - e. Payment mailing address

##### B. Service Requirements

- i. Provider shall bill Purchaser monthly for the preceding month's authorized services. A bill shall be prepared for each client and shall contain the following information:
  - a. Client name
  - b. Month or date(s) of services
  - c. Unit rate
  - d. The number of units or service provided to the client
  - e. The total cost of service for that month (number of units times rate)
- ii. Invoice Submission
  - a. Invoices need to be submitted by the 10<sup>th</sup> of the month following the month of service
  - b. Invoices are to be mailed to:
    - Outagamie County
    - DHHS- Fiscal 900 – A/P
    - 320 S Walnut St
    - Appleton WI 54911

#### II. Final Invoice

- a. Final invoice is due no later than January 15<sup>th</sup> of the year following the year of service
- b. Bills received after that date may result in delayed payment.

III. Psychiatrists and Psychologists are to bill using the provided invoice template.

IV. Project Pre-action Services are required to be billed at a minimum quarterly.

V. Residential invoices – must include a Program Activity Log.

VI. CLTS Services – are required to be billed to the TPA according to State Guidelines.

## APPENDIX H

### HIPAA BUSINESS ASSOCIATE AGREEMENT

This HIPAA Business Associate Agreement (“BAA”) is by and between Outagamie County as the Covered Entity, (“CE”) and **[Provider]** as the Business Associate, (“Associate”, “BA”), and is effective as of the date of execution.

CE and BA mutually agree to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and HIPAA’s implementing regulations, the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Rule”) and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information.

#### 1. Definitions:

Breach: Means the acquisition, access, use, or disclosure of protected health information (PHI) in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI. PHI is presumed to be compromised unless CE or BA, as applicable, documents that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

- i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
- ii. The unauthorized person who used the PHI or to the Disclosure was made;
- iii. Whether the PHI was actually acquired or viewed; and
- iv. The extent to which the risk to the PHI has been mitigated.<sup>1</sup>

Breach excludes:

- A. Any unintentional acquisition, access or use of PHI by a workforce member or person acting under the authority of a CE or BA if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
- B. Any inadvertent disclosure by a person who is authorized to access PHI at a CE or BA to another person authorized to access PHI at the same CE or BA, or organized health care arrangement in which the CE participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.
- C. Disclosure of limited data set information that was used or disclosed pursuant to a data use agreement as listed in §164.514(e) (4).

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<sup>1</sup> 45 CFR §164.402.

- D. A disclosure of PHI where a CE or BA has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.<sup>2</sup>

Personally Identifiable Information (PII) – For purposes of this agreement, PHI and ePHI includes Personally Identifiable Information (PII) which is defined as any information that can be used to uniquely identify, contact or locate an individual, or can be used with other sources to uniquely identify a person.

Protected Health Information (PHI) means any health data, including demographic data, which provides sufficient information to identify the patient, and relates to the following:

- 1) past, present, or future physical or mental health conditions; or
- 2) past, present, or future provision of any healthcare to the individual; or
- 3) past, present, or future, payment for the provision of health care,

Electronic Protected Health Information (ePHI) means protected health information, which is transmitted by Electronic Media (as defined in the HIPAA Privacy and Security Rule) or maintained in Electronic Media.

Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.<sup>3</sup>

Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.

Unsecured Protected Health Information: Protected health information (PHI) that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of technology or methodology specified by the Secretary in the guidance issued under section 134.02(h)(2) of Pub. L. 111-5 on the HHS website.<sup>4</sup>

- A. Electronic PHI has been encrypted as specified in the HIPAA Security rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without the use of a confidential process or key and such confidential process or key that might enable decryption has not been breached. To avoid a breach of the confidential process or key, these decryption tools should be stored on a device or at a location separate from the data they are used to encrypt or decrypt. The following encryption processes meet this standard.
- i. Valid encryption processes for data at rest (i.e. data that resides in databases, file systems and other structured storage systems) are consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices.
  - ii. Valid encryption processes for data in motion (i.e. data that is moving through a network, including wireless transmission) are those that comply, as appropriate, with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are Federal Information Processing Standards FIPS 140-2 validated.

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<sup>2</sup>45 CFR §164.402,

<sup>3</sup>ARRA/HITECH Title XIII Section 13400(5)

<sup>4</sup>45 CFR 164.402

- B. The media on which the PHI is stored or recorded has been destroyed in the following ways:
- i. Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed. Redaction is specifically excluded as a means of data destruction.
  - ii. Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publications 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.<sup>5</sup>
2. Terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule or the Security Rule.
  3. Prohibition on Unauthorized Use or Disclosure of PHI: BA shall not use or disclose any PHI received from or on behalf of CE except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by CE.
  4. Use and Disclosure of Protected Health Information: Except as described in Section 5, BA may access, maintain, retain, modify, record, store, destroy or otherwise hold, use or disclose unsecured PHI only for the following purposes(s):<sup>6</sup>  
*For the treatment and care of the client as defined within the Plan of Care.*
  5. Use of PHI for BA Operations: BA may use and/or disclose PHI it creates for, or receives from, CE to the extent necessary for BA's proper management and administration, or to carry out BA's legal responsibilities, only if:
    - A. The disclosure is required by law; or
    - B. BA obtains reasonable assurances, evidenced by written contract, from any person or organization to which BA shall disclose such PHI that such person or organization shall:
      - i. hold such PHI in confidence and use or further disclose it only for the purpose for which BA disclosed it to the person or organization, or as required by law; and
      - ii. notify BA, who shall within 15 days from the notice, in turn notify CE, of any occurrence which the person or organization becomes aware of in which the confidentiality of such PHI was breached.
  6. Safeguarding of PHI: BA shall develop, implement, maintain, and use reasonable and appropriate administrative, technical, and physical safeguards to protect the confidentiality, integrity and availability of all PHI, in any form or media, created, received, maintained or transmitted on behalf of the CE. BA shall document and keep these security measures current.
  7. Subcontractors and Agents: If BA provides any PHI which was received from, or created for, CE to a subcontractor or agent, then BA shall require such subcontractor or agent to agree in writing to the same restrictions and conditions as are imposed on BA by this Agreement.

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<sup>5</sup>Federal Register, April 27, 2009, Department of Health and Human Services, 45 CFR Parts 160 and 164

<sup>6</sup>ARRA/HITECH Title XIII Subtitle D, Section 13402(b)

8. Compliance with Electronic Transactions and Code Set Standards: If BA conducts any Standard Transaction for, or on behalf, of CE, BA shall comply, and shall require any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the Code of Federal Regulation. BA shall not enter into, or permit its subcontractors or agents to enter into, any Agreement in connection with the conduct of Standard Transactions for or on behalf of CE that:
  - A. Changes the definition, Health Information condition, or use of a Health Information element or segment in a Standard;
  - B. Adds any Health Information elements or segments to the maximum defined Health Information Set;
  - C. Uses any code or Health Information elements that are either marked “not used” in the Standard’s Implementation Specification(s) or are not in the Standard’s Implementation Specifications(s); or
  - D. Changes the meaning or intent of the Standard’s Implementations Specification(s).
9. Access to PHI: At the direction of CE, BA agrees to provide access to any PHI held by BA, which CE has determined to be part of CE’s Designated Record Set, in the time and manner designated by CE. This access will be provided to CE or, as directed by CE, to an Individual, in order to meet the requirements under the Privacy Rule. BA agrees that they will respond to and fulfill any reasonable request for information covered by this BAA or the underlying agreement between CE and BA.
10. Amendment or Correction to PHI: At the direction of CE, BA agrees to amend or correct PHI held by BA, which CE has determined to be part of CE’s Designated Record Set, in the time and manner designated by CE.
11. Reporting of an Incident/Breach, Unauthorized Disclosures or Misuse of PHI (occurrence): BA shall report to CE including those occurrences reported to BA by its subcontractors or agents, a discovery of breach or any use or disclosure of PHI which is not in compliance with the terms of this Agreement. An occurrence of PHI shall be treated as “discovered” as of the first day on which such occurrence is known to the BA, or, by exercising reasonable diligence would have been known to the BA.<sup>7</sup>
  - A. The BA shall provide notice to the CE of the occurrence. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by the BA to have been accessed, acquired, or disclosed during such occurrence.<sup>8</sup>
  - B. Investigation of Occurrence. Within five business days of the discovery, the BA shall notify the CE’s Privacy/Security Officer. The BA shall immediately conduct an investigation and report in writing within 15 business days of the day of discovery the following information:<sup>9</sup>

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<sup>7</sup>ARRA/HITECH Title XIII Subtitle D, Section 13402(c)

<sup>8</sup>ARRA/HITECH Title XIII Subtitle D, Section 13402(b); 45 CFR 164.410; 45 CFR 164.504(e)(2)(ii)(C); 45 CFR 164.314(a)(2)(i)(C)

<sup>9</sup>45 CFR 164.404(c)

- i. Each individual who's PHI has been or is reasonably believed to have been accessed, acquired, or disclose during the occurrence.
- ii. A brief description of what happened, including the date of the occurrence and the date of the discovery of the occurrence, if known.
- iii. A description of the types of protected health information that were involved in the occurrence (such as full name, social security number, date of birth, home address, account number, etc.).
- iv. A brief description of what the BA is doing to investigate the occurrence, to mitigate losses and to protect against further occurrences.
- v. The actions the BA has undertaken or will undertake to mitigate any harmful effect of the occurrence, and
- vi. A corrective action plan that includes the steps the BA has taken or shall take to prevent future similar occurrences.

C. Notification to Individuals.

The BA will be responsible for notifying individuals of a breach and BA is responsible for paying any cost of such notifications, as well as any costs associated with the breach, including but not limited to credit monitoring if applicable. The BA must obtain the CE's approval of the time, manner and content of any such notifications, provide the CE with copies of the notifications, and provide a copy of the notifications to the CE within fifteen (15) days after discovery of the breach. The BA shall have the burden of demonstrating to the CE that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the maximum 60 day calendar notification pursuant to 45 CFR 164.414.<sup>10</sup>

D. Notification to Secretary.

In the event of a breach by BA, and the subsequent notification of said breach to CE, the CE will notify the Secretary as required by 45 C.F.R. § 164.408.

12. Mitigating Effect of an Incident/Breach, Unauthorized Disclosures or Misuse of PHI. BA agrees to mitigate, to the extent practicable, any harmful effect that is known to BA of a misuse or unauthorized disclosure of PHI by BA in violation of the requirements of this Agreement. The BA shall reasonably cooperate with the CE's efforts to seek appropriate injunctive relief or otherwise prevent or curtail such threatened or actual breach, or to recover its PHI, including complying with a reasonable Corrective Action Plan.

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<sup>10</sup>45 CFR 164.414

13. Tracking and Accounting of Disclosures. So that CE may meet its accounting obligations under the Privacy Rule.

A. Disclosure Tracking. For each disclosure of PHI that BA makes to CE or to a third party that is not excepted under subsection (b) below, BA will record (i) the disclosure date, (ii) the name and (if known) address of the person or entity to whom BA made the disclosure, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of the disclosure. For repetitive disclosures which BA makes to the same person or entity, including the CE, for a single purpose, BA may provide (i) the disclosure information for the first of these repetitive disclosures, (ii) the frequency, periodicity or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. BA will make this log of disclosure information available to the CE within five (5) business days of the CE's request.

B. Exceptions from Disclosure Tracking. BA need not record disclosure information or otherwise account for disclosures of PHI if:

- i. The disclosures are permitted under this Agreement, or are expressly authorized by CE in another writing; and,
- ii. The disclosures are for one of the following purposes:
  - a. Treatment, Payment, or Health Care Operations;
  - b. In response to a request from the Individual who is the subject of the disclosed PHI, or to that Individual's Personal Representative;
  - c. Made to persons involved in that individual's health care or payment for health care;
  - d. For notification for disaster relief purposes;
  - e. For national security or intelligence purposes;
  - f. As part of a Limited Data Set or,
  - g. To law enforcement officials or correctional institutions regarding inmates.

C. Disclosure Tracking Time Periods. BA must have available for CE the disclosure information required by this section for the six-year period preceding CE's request for the disclosure information.

D. BA shall, upon request by the CE, provide an accounting of the disclosures of an individual's PHI for any disclosure that meets all of the following conditions:

- i. The disclosure relates to treatment, payment or health care operations of the CE.

14. Accounting to CE and to Government Agencies. BA shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of, or created for, CE available to CE, or at the request of CE or the Secretary of the Department of Health and Human Services (HHS), to the Secretary of the Department of Health and Human Services (HHS) or his/her designee, in a time and manner designated by CE or the Secretary or his/her designee, for the purpose of determining CE's compliance with the Privacy Rule. BA shall promptly notify CE of communications with HHS regarding PHI provided by or created by CE and shall provide CE with copies of any information BA has made available to HHS under this provision.

15. Term and Termination:

A. This Agreement shall take effect upon execution, and is effective until termination by one of the parties

- B. In addition to the rights of the parties established by the underlying Agreement, if CE reasonably determines in good faith that BA has breached any of its obligations under this Agreement, CE, in its sole discretion, shall have the right to:
    - i. exercise any of its rights to reports, access and inspection under this Agreement; and/or
    - ii. Require BA to submit to a plan of monitoring and reporting, as CE may determine necessary to maintain compliance with this Agreement; and/or
    - iii. Terminate the BAA and any associated agreements immediately.
  - C. Before exercising any of these options, CE shall provide written notice to BA describing the violation and the action it intends to take.
  - D. Merger or Acquisition of BA
    - i. BA agrees to provide notice at least 30 days prior to the merger or acquisition to the CE.
    - ii. In the event that BA is purchased, merged with, or absorbed by any other entity, this BAA will terminate immediately unless otherwise agreed to in writing.
16. Return or Destruction of PHI: Upon termination, cancellation, expiration, or other conclusion of the Agreement, BA shall either:
- A. Return to CE all PHI in whatever form or medium that BA received from or created on behalf of CE. This provision shall also apply to all PHI that is in the possession of subcontractors or agents of BA. BA shall complete such return as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement.
  - B. If BA destroys PHI, it shall be done with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance. Acceptable methods for destroying PHI include: (i) paper, film, or other hard copy media shredded or destroyed in order that PHI cannot be read or reconstructed; and (ii) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). HHS specifically excluded redaction as a method of destruction of PHI, unless the information is properly redacted so as to be fully de-identified.
  - C. If BA believes that the return of PHI is not feasible, BA shall provide written notification of the conditions that make return infeasible. Upon mutual agreement of the Parties that return is not feasible, BA shall extend the protections of this Agreement to PHI and Health Information received from or created on behalf of CE, and limit further uses and disclosures of such PHI, for so long as BA maintains the PHI. Upon receipt of notice from CE to destroy PHI, BA must destroy PHI with the use of technology or methodology that renders the PHI unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in HHS guidance.
  - D. If BA is required to retain PHI to continue its proper management and administration or carry out its legal responsibilities, BA shall retain only that PHI that is necessary to effectuate such requirement. Any remaining PHI shall be returned or destroyed in the manner stated above. BA shall continue to use appropriate safeguards and comply with the terms of this Agreement to protect the retained PHI.

E. Under no circumstances including but not limited to termination of this agreement shall BA have the right to preclude, hinder, or fail to assist CE in accessing information received from, or created on behalf of CE.

17. Party Relationships

- A) Parties expressly agree that the provisions of this agreement do not create an employee/employer, principal/agent or any other similar relationship, and that the parties to this agreement are independent contractors.
- B) This BAA is not created for the purpose of providing any right or benefit to third parties of any nature.
- C) The Parties agree that in the event that any provision of the BAA is determined to be noncompliant with the laws of the State of Wisconsin or any Federal law or regulation that the parties will agree to modification to this BAA.
- D) BA agrees to indemnify hold harmless and defend CE, its employees, directors, supervisors, and agents from any liability including but not limited to fines, penalties, and/or law suits, for any act of BA its employees, agents or contractors, leading to such liability.

18. Offshoring of Data: BA agrees that data received by CE shall not be processed or held in any server outside the United States of America.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

BUSINESS ASSOCIATE:  
[Provider Agency's Name]

COVERED ENTITY:  
Outagamie County DHHS

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: John S. Rathman

Title: \_\_\_\_\_

Title: Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

This document was drafted, August 23, 2024, by Deputy Corporation Counsel Dawn T. Shaha SBN:1054116.

## APPENDIX N

### Wis. Stat. §85.21 Transportation Requirements

- I. Funding for this service comes from an allocation provided to Outagamie County Department of Health and Human Services (OCDHHS) (Purchaser) by the Wisconsin Department of Transportation (DOT) for the provision of transportation services to individuals identified as elderly and for people with Physical or Developmental Disabilities or Persistent Mental Illness (Consumers). Elderly is defined for purposes of this service as age 60 and above. Other individuals (under the age of 60 and non-disabled) may ride the fixed route services as long as individuals who are deemed elderly and or disabled are not displaced and capacity exists.
  
- II. The Provider agrees to:
  - A. Meet the requirements specified in the Request for Proposal and their Response to the RFP to Purchaser on or about the specified date.
  
  - B. Operate a system to dispatch transit services to consumers, including monitoring timeliness of pick up and drop off throughout the period of the grant to ensure program effectiveness and excellent customer service.
  
  - C. Provide necessary training to drivers as they deem appropriate to successfully and safely operate the service, and submit the current training syllabus to Purchaser upon request.
  
  - D. Insure that Criminal and Caregiver Background checks are completed on all staff employed by the program or volunteers involved in the program that have direct contact with consumers. Background checks shall be completed prior to the employee or volunteer having direct contact with consumers and shall be updated at minimum every 4 years. Background checks should be maintained in the files of each employee/volunteer for a period of at least seven years from the end of their employment or volunteer services.
  
  - E. Provider must meet required insurance provisions of the contract.
  
  - F. Provider will insure that all vehicles used in the operation of this program will be maintained in a safe operating condition. A check list will be utilized to document the condition of the vehicle's ventilation system, seat belts, brakes, lights (including turn signals, headlights, brakes, back-up lights, dashboard lights, hazard light systems, etc.) tire pressure and tire wear (minimum of 1/8" tread depth).
  
  - G. Provider may be asked to provide a 20% match to the grant pursuant to the rules and regulations of the Wis. Stat. §85.21 program to claim the entire grant figure.
  
  - H. Payment for service will occur in the month following the provision of service.

- I. Billings for services provided shall not exceed the amount of 1/12<sup>th</sup> the contract including match requirements. Provider shall bill Purchaser the gross cost for the service for each month, including the amount paid from the required 20% match sources, and the net amount to be paid from the §85.21 allocations. Match funds will come from sources other than consumer fares or contributions to the program. Source of the match funds shall be listed on each bill.
  
- J. Provider will provide Purchaser monthly statistics on rides provided pursuant to the requirements of the §85.21 program. Provider will provide the vendor a spreadsheet to record mandated data elements of the program that meets the §85.21 program standards. Provider agrees to record required data elements on a monthly basis and submit these statistics with the bill for services. Failure to submit the required statistics with the bill will result in delay in payment until the required statistics are received.
  
- K. Provider agrees to meet any changes in statistical reporting requirements established by the DOT during the terms of this agreement retroactive to the date of implementation if changes in reporting requirements should occur.
  
- L. Funding is contingent on Purchaser receiving the full §85.21 program grant from the DOT. Changes in the status of the grant may require renegotiations of this agreement. Loss of §85.21 funding to Purchaser would result in termination of this agreement on the date that program funding is ended.
  
- M. Purchaser may request Provider to help in certain emergency operations inside the Outagamie County lines. This would be contingent on the Provider's availability and capacity.

## APPENDIX X

### Performance Standards

I. Provider agrees the following Performance Standards will be incorporated into this contract:

A. 85.21 Transportation

1. Provider will maintain an 80% satisfaction rate from its elderly and/or disabled customers.
2. Provider will connect Outagamie County elderly and disabled to transportation options at a reasonable timeframe 100% of the time.

II. Quarterly Report

A. Provider will submit to the purchaser quarterly progress updates on their performance standards by the following dates:

- |              |                    |                          |
|--------------|--------------------|--------------------------|
| 1. Quarter 1 | January – March    | April 30 <sup>th</sup>   |
| 2. Quarter 2 | April – June       | July 31 <sup>st</sup>    |
| 3. Quarter 3 | July – September   | October 31 <sup>st</sup> |
| 4. Quarter 4 | October – December | January 30 <sup>th</sup> |

B. Email to Amie Bastian at [amie.bastian@outagamie.org](mailto:amie.bastian@outagamie.org)

III. Failure to meet these performance standards may result in the Department and provider entering into a formal correction plan.

IV. Failure to submit the quarterly report may result in the delay of payment(s).

# Signatures

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

## Purchaser

Typed Name: John S. Rathman  
Title: Director of Health and Human Services

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contract Approved As To Form:

Typed Name: Dawn T. Shaha  
Title: Outagamie County Deputy Corporation Counsel

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Provider

Typed Name:  
Title:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_