

**SAUK COUNTY DEPARTMENT OF HUMAN SERVICES/
AGING AND DISABILITY RESOURCE CENTER OF SAUK COUNTY
COOPERATIVE AGREEMENT**

I. PARTIES AND AGREEMENT PERIOD

This agreement is between Sauk County Department of Human Services, hereinafter referred to as Purchaser, and Aging and Disability Resource Center of Sauk County hereinafter referred to as Provider. This agreement is to be effective for the period January 01, 2020 through December 31, 2020.

The Provider employee responsible for day-to-day administration of this agreement will be Susan Blodgett. In the event that the administrator is unable to administer this agreement, Provider will contact Purchaser and designate a new administrator.

The Purchaser employees responsible for day-to-day administration of this agreement will be Jessica Mijal, 608-355-4200. In the event that the administrator is unable to administer this agreement, Purchaser will contact Provider and designate a new administrator.

II.. SERVICES TO BE PROVIDED

Subject to the terms and conditions set forth in the State/County Agreement covering the Administration of Income Maintenance Programs, Social and Mental Hygiene Services Programs, Community Youth and Family Aids Programs, Child and Spousal Support, Establishment of Paternity Program, Aging and Disability Programs, and Medical Support Liability. Purchaser agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this agreement.

For all contracts between a county agency administering programs supervised by the Divisions of Economic Support (DES), Community Services (DCS), and Youth Services (DYS) and a provider, the services to be provided for agency clients shall be stated. For DCS, services shall be defined as Standard Program Categories/ Clusters as reported for the agency clients.

III. PAYMENT FOR SERVICES

Purchaser and Provider agree:

- A. The total amount to be paid to Provider by Purchaser for services provided in accordance with this agreement shall not exceed the dollar amount of \$3,300.00
- B. The provider shall submit to the Purchaser claims for reimbursement under this agreement no later than sixty (60) days after the month of expense; with the exception of December, which is the end of the agreement period. Due to the Purchaser's funding source restrictions, the Provider shall submit to the Purchaser final claims for December no later than fifteen (15) days after the end of the agreement period. Failure to submit claims under this agreement within the time periods specified will result in breach of agreement and non payment. Upon written request by the Provider, the Purchaser may grant an exception in unusual circumstances on an individual basis. The Provider agrees that the total cost for services provided and the rate (per hour, day, month, year) and the number of clients served will be:

<u>SERVICE</u>	<u>RATE*</u>	<u>UNIT**</u>	<u>CLIENTS</u>	<u>TOTAL COST</u>
402 Home Delivered Meals	\$10.16	Per Meal	Varies	\$2,800.00
Mileage	\$.35	Per Mile	Varies	\$500.00
			Total	\$3,300.00

*Define rate (example dollars/per unit time/per client) ** Specify hour, day, month, year

IV. BILLING AND COLLECTION PROCEDURES

- A. The Provider shall charge a uniform schedule of fees as defined in s.46.03 (18), Wis. Stats., unless waived by the Purchaser with written approval of the Department of Health Services or Department of Children and Families.
- B. Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this agreement.

V. CONDITIONS OF THE PARTIES OBLIGATIONS

- A. Provider shall maintain such records and financial statements as required by state and federal laws, rules, and regulations.
- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the Purchaser, the Department of Health Services, Department of Children and Families, and its authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this agreement.
- C. 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 or Purchaser's responsibilities under this agreement is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Provider shall comply with the reporting requirements of Purchaser.
- E. Purchaser shall be notified in writing of all complaints filed in writing against the provider. Purchaser shall inform the Provider in writing with their understanding of the resolution of the complaint.
- F. Provider shall cooperate with Purchaser in the fulfillment of open record requests in accordance with the Wisconsin Open Meeting Law and the Federal Freedom of Information Act.

VI. CRIMINAL BACKGROUND CHECK POLICY

The Purchaser and Provider agree that the protection of the clients served under this agreement is paramount to the intent of this agreement. In order to protect the clients served and ensure compliance with the provisions of Wisconsin Statutes Chapter 50, the Caregiver Background Check and Investigation Legislation, and the administrative rules of the State of Wisconsin, Department of Health and Department of Children and Families. Provider agrees as follows:

Provider shall conduct background searches at its own expense of all employees assigned to do work for the Purchaser under this agreement, if such employee has actual, direct contact with the clients of the Purchaser. Provider shall supply a copy to the Purchaser of all information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Regulation and Licensing, as well as out of state records, tribal court proceedings and military records.

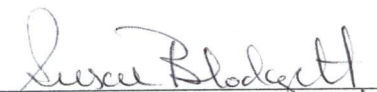
Provider shall maintain the results of this background search for at least the duration of this agreement. Provider shall refrain from assigning any individual to conduct any work under this agreement who does not meet the requirements of this law. Employee in this clause shall mean an employee or prospective employee of the Provider, and any subcontractors, agents and assigns who will do any work under this agreement.

VII. RENEGOTIATION

This agreement or any part thereof must be renegotiated in the case of 1) increased or decreased volume of services; 2) changes required by federal or state laws or regulations or court action; or, 3) monies available affecting the substance of this Agreement.

The undersigned representatives of the parties hereto have affixed their signatures

For Purchaser:  1/21/20
Daniel A. Brattset, Director
Sauk County Human Services
Date

For Provider:  1/23/20
Name: Susan Blodgett
Title: Director, ADRC
Date