

**CONTRACT COMPLIANCE**  
**Purchase of Service Contract Providers**  
**General Provisions and Fiscal / Legal Compliance Standards- 2018**

**General Provisions**

Service Standards - Provider agrees to meet standards as expressed by federal, state, and county, laws, rules, regulations, statutes and ordinances applicable to the services covered by this Contract. Provider will notify Purchaser whenever it is unable to comply with the applicable federal, state, and county laws, rules, regulations, statutes and ordinances applicable to the services of this Contract. Non-compliance will result in termination of Purchaser's obligation to purchase those services.

Obey All Laws - Purchaser and Provider shall comply with all of the laws, rules, and regulations of all governmental authorities having jurisdiction over the parties. Provider shall comply with all general rules and regulations established by Purchaser.

Governing Law; Savings Clause - The validity, construction, enforcement and effect of this Contract shall be governed by the laws of the State of Wisconsin. All agreements and covenants contained herein are severable, and in the event any one of them shall be held invalid by any competent court or agency, this Contract shall be interpreted as if such invalid covenant was not contained herein, if the court or agency may interpret the remaining contract language in a reasonable manner which is fair to the parties.

Information Sharing and/or Confidentiality - Provider agrees to conform to information sharing and/or confidentiality policies and requirements established by Purchaser. The use or disclosure by any party of any information obtained in the performance of this Contract concerning eligible clients or services for any purpose not connected with administration of Provider's or Purchaser's responsibilities under this Contract is prohibited except with the informed, written consent of the individual(s) involved, eligible clients or client(s) legal guardian, except to the extent allowed by law. Provider agrees to use safeguards to prevent a breach of confidentiality and in the event of a breach Provider has a duty to report any breach to Purchaser.

Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability - The 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 the Provider provides or purchases with funds provided under this Contract. Certain functions included in the agreement may be covered within HIPAA rules. As such the Purchaser must comply with all provision of the law and *if it is determined that the Provider is a "Business Associate" within the context of the Law*, the Purchaser requires Provider to submit the Business Associate Agreement which will be made part of the Contract. Provider agrees to use a Business Associate Agreement provided by Purchaser with any subcontractor to the extent that the HIPAA regulations apply to the services provided by the subcontractor.

Staffing - Provider shall make every reasonable effort to maintain sufficient staff to deliver the purchased services. When staffing changes are required, Provider shall notify Purchaser. Provider shall ensure that employees assigned to do work under this Contract are properly supervised and trained, and that they meet licensing and certification requirements related to the services of this Contract.

Sub-contracting - Provider agrees that Purchaser must approve any sub-contract of the services to be provided herein. If Provider obtains services for any part of this Contract from another contractor, Provider is responsible for the sub-contractor's fulfillment of the terms of the contract. Provider shall give prior written notification of such to the Purchaser for approval.

Contract Renewal - Contract renewals are determined solely by Purchaser, are subject to applicable requirements and department and other authorizations, and without limitation due to enumeration, are contingent on availability of funds, satisfactory contract performance, and negotiation of renewal rates. It is understood that any renewal is solely subject to the option of the Purchaser.

Licensing - Throughout the duration of this Contract, Provider must lawfully possess and maintain in good standing such licenses, accreditations, and certifications/reports as are required by federal, state, and local laws & regulations to furnish the services. *Provider shall submit copies of said documents to Purchaser upon execution of this Contract.*

Complaints - Provider shall notify Purchaser in writing of all complaints filed in writing against Provider and shall include a statement regarding resolution of the complaint.

Mediation of Disputes – Either party may request the opportunity to mediate a dispute arising from this Contract, with a mediator agreed upon by both parties. The parties shall split the cost of the mediator equally. If the parties fail to agree upon selection of a mediator within 30 days of the request, then no mediation will take place.

Alcohol and Substance Abuse Drug Testing - Provider shall ensure that it maintains and enforces alcohol and substance abuse policies appropriate to the organization and consistent with the fullest extent allowed by law, including mandatory drug and alcohol testing for all driving personnel who drive clients, to ensure drivers are free from intoxicants or drugs that impair driving.

Caregiver Criminal Background Check - Provider shall ensure that it maintains caregiver criminal history and patient abuse record search policies, including use of certified nursing assistant registry per 50.065 and 146.40(4)g Wis. Stats., criminal history and child abuse record search 48.685 Wis. Stats., and caregiver background checks HFS 12 Wis. Admin. Code, as applies to the services of this Contract.

Accident / Incident Reporting - Provider shall report all accidents and/or incidents resulting in injury to consumer(s) immediately to the Purchaser's employee responsible for administration of the Contract and, where applicable, to assigned case manager. The Provider shall forward a written report detailing the accident/incident and outcomes to Purchaser's employee responsible for administration of the Contract within five (5) working days of accident/incident.

Notice of Deficiencies, Fines or Forfeitures - Provider shall forward within five (5) working days to the Purchaser's employee responsible for administration of the Contract, a copy of any *Notice of Deficiencies, Notice of Fines or Forfeiture*, or any other corrective orders, criminal convictions or civil judgments issued by any licensing or accrediting authority or Court of Law or State Administrative Law Judge. A copy of the Provider's *Corrective Action Plan* (or any other response) submitted to the licensing authority shall be forwarded to the Purchaser's employee responsible for administration of the Contract within five (5) working days.

Provider Is Independent Contractor - No relationship of employer and employee; joint venture or partnership, is created by this Agreement. It is understood that Provider will act hereunder as an independent contractor and shall not have any claim under this agreement or otherwise against Purchaser for vacation pay, sick leave, retirement benefits, Social Security, Worker's Compensation, disability, unemployment insurance benefits, or employee benefits of any kind. Purchaser shall neither have nor exercise any control or direction over the means or methods by which Provider shall perform the work and functions. Provider agrees to perform said work and functions at all times, in strict accordance with currently approved methods and practices in the field of service as described within. The sole interest of Purchaser is to insure that the services contemplated by this Agreement shall be performed and rendered in a professional, competent, efficient, and satisfactory manner.

Debarment and Suspension – The Provider certifies through signing this Contract that neither the 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, the Provider shall notify the Purchaser within five business days in writing and sent by registered mail if the Provider or its principles receive a designation from the federal government that they are debarred, suspended, proposed for debarment, or declared ineligible by a federal agency. The Purchaser may consider suspension or debarment to be cause for revising or terminating the Contract.

Lobbying – The Provider certifies through signing this Contract that no federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative, agreement, the undersigned shall complete and submit “Disclosure Form to Report Lobbying”.

Ethics Law Compliance-Conflict of Interest, Public Records and Ethics Law - It is agreed and understood by all parties to this contract that:

In addition to ethical standards set forth in Wisconsin Statutes section 19. 59 for all county employees and officials [either elected or appointed] Kenosha County has adopted an ethics policy that is applicable to county employees in conducting county business. That policy may be reviewed at [http://www.co.kenosha.wi.us/corpc/documents/05\\_CH\\_ET.pdf](http://www.co.kenosha.wi.us/corpc/documents/05_CH_ET.pdf). It is further understood that all county employees and officials [either elected or appointed] are prohibited from engaging in any criminal conduct contrary to Wisconsin Statutes sections 946.12 involving misconduct in public office and 946.13 involving a private interest in a public contract.

This ethics policy is intended to ensure that public trust in Kenosha county government is maintained and that decisions affecting the county and its citizens are made fairly and impartially for the benefit of all citizens and not for personal gain. This policy precludes the misuse or misappropriation of county property or funds for personal use or otherwise, use or disclosure of confidential information for personal gain or otherwise, elimination of conflicts of interests, receipt of gifts or favors or other considerations of value by county employees, the use of the employee's public position to influence or gain unlawful benefits or to influence or gain advantages or privileges for the employee, and the conducting of personal business or campaigning during working hours.

This policy, furthermore, requires employees to disclose and report to the proper authorities any violation of this policy or State Statute by either other employees or by any non-employee or citizen seeking to or aiding or abetting in efforts to circumvent this policy. Any employee failing to make such disclosure or report is subject to discipline. This contract also requires that any party contracting with Kenosha County also report any such violation to either the District Attorney or Corporation Counsel for Kenosha County.

By executing this contract, each party certifies that it knows of no conflicts of interest or appearance of a conflict or appearance of an impropriety on the part of any current or former county official or employee who may have had a role on deciding which proposal or bid will be accepted, and

By executing this contract, each party certifies that no attempt has been made by anyone on behalf of the party submitting a proposal or bid to directly or indirectly illegally influence the awarding of a contract by promise of or delivery of any consideration or any thing of value to a current or former County official or employee or family or household member of a current or former County official or employee, or in any other manner contrary to law, and

The parties acknowledge that Kenosha County is a municipal corporation legally bound to comply with the Wisconsin Open Meetings and Public Records laws and that as such, unless otherwise allowed for by law, all aspects of this agreement are subject to open discussion and disclosure are a matter of public record. It is furthermore agreed to that no party will take any action to obstruct the operation of these laws. If records are created or maintained or in the custody of the provider, as an independent contractor, they, along with the raw data used to create the record, are, nevertheless, public records. Within legal constraints related to confidentiality and privacy protection, such records must be made immediately available to the public upon request and in the format in which they were created. Provider agrees to hold the County harmless and to indemnify the County for all costs, fees, including all attorney fees and

judgments and damages of whatever kind for which the County may be held liable due to the provider's failure to comply with the Wisconsin Public Records and Open Meetings laws.

That any subsequent finding of a violation of either the County's ethics policy or Wisconsin Statutes sections, 19.59, 946.12 and 946.13 by any party or any agent of any party acting either alone or acting in concert with a current or former Kenosha County official or employee may result, at the sole option of Kenosha County, in this agreement being declared null and void and / or may result in the party violating this policy being debarred from submitting proposals, bids or contracting with Kenosha County for a specified period of time in the future.

#### **BILLING, PAYMENT, AND COLLECTION PROCEDURES**

The maximum payment and estimated number of clients under this contract are listed within. Actual total payment will be based upon the approved amount of service authorized by the Purchaser and the approved amount of service performed by Provider.

If applicable to the services of this Contract, Provider shall charge a uniform schedule of fees as defined in 46.03(18) Wis. Stats., unless waived by Purchaser with written approval of the appropriate federal or state authority.

Provider shall *submit billing statements by the 5<sup>th</sup> day of each month* for the previous month's services. Submission of billing statements after the 5<sup>th</sup> day may result in Provider payments being delayed. Provider will submit billing statements or invoice detail on standard forms if required by Purchaser. Provider shall include the following information in the billing statement detail as applicable to the services of this Contract. Purchaser reserves the right to request additional billing detail as needed.

An *invoice* shall be defined as a statement of Provider service costs for which payment is requested from Purchaser where such costs meet both of the following criteria: 1) Costs are for services rendered to a specified individual client or specified client group or client family; and 2) Costs are for services rendered on a particular service date. Provider shall submit detailed invoices to support all billings submitted for services provided under this Contract. Separate invoices are intended for each day of service and only one client shall be included on one invoice. The *monthly billing statement* submitted by Provider must include all of the invoices for which reimbursement is being sought on that statement. Each invoice must include the following:

- Service/Program name and contract number
- Client name (individual or group/family) and date of birth
- Type/Category of service and date of service
- Number of service units provided to the named client on the specified date
- Billing rate (per hour, per day or per activity)
- Total amount of invoice (# of service units provided x billing rate)

Monthly billing statements shall be submitted to: *name, address, city, state, zip as noted in the contract.*

In addition, on a monthly bases the Provider shall submit an Income and Expense Statement based on the submitted budget for the program. It must have a 2018 Budget column, Current Month Expense column, YTD expense column, and Balance of budget column (Budget minus YTD Expenses).

Provider shall submit a final invoice along with a year-end reconciliation worksheet as provided by Purchaser. Final payment will be held until the year-end reconciliation worksheet has been approved by Purchaser. Purchaser shall submit its final billing statement for the calendar year no later than date noted in the Contract, or for non-calendar year contracts, 15 days from contract end date. If this is not possible, a written estimate of final charges showing supporting calculations must be submitted to Purchaser by that date and the final billing submitted no later than date noted in the Contract, or for non-calendar year contracts, 30 days from contract end date. Failure to comply with this provision is deemed an absolute waiver of all rights to payment for the applicable billing period.

Purchaser reserves the right to approve or deny written requests for advance payment to Provider in an amount to cover the costs of services to be delivered during the first calendar month of this Contract. The amount shall not exceed one-twelfth of an annual contract or one month equivalent for shorter contract periods. If actual costs are less than this payment, Purchaser shall notify Provider

and recover the excess. Purchaser shall subtract the excess amount advanced from payments due beginning the last quarter of the contract period or sooner.

Fees or other monies collected on behalf of a client from any source will be reported to Purchaser. When such funds exceed Provider's anticipated budget, as outlined in Contract Addenda/Exhibits, this money shall be treated as an adjustment to the cost of providing services and deducted from the contracted amount.

Purchaser reserves the right to withhold payment, cancel the contract, or take other corrective actions deemed by the Purchaser to be necessary to protect the Purchaser's interest, if Provider fails to comply with any requirements of this contract.

### **PROVIDER RESPONSIBILITIES**

Audit – If Provider earns \$100,000 or more in federal and/or state funds under this Contract and/or other contracts during Provider's fiscal year, **Provider** shall submit an annual financial and compliance audit report to **Purchaser**, if applicable. All annual audits must be completed in accordance with the applicable audit guide:

For the Department of Health Services (DHS) programs-the Wisconsin Department of Health Services - an Appendix to the State Single Audit Guidelines, latest Revision.

For the Department of Workforce Development programs - the Wisconsin Department of Workforce Development Audit Guide, latest Revision.

For the Department of Children and Family (DCF) programs - the Wisconsin Department of Children and Family Audit Guide, latest Revision.

A current peer review of the Provider audit firm must also be received by KCDHS. If Provider is an organization receiving more than \$750,000 in Federal funds, the annual audit must also be completed in accordance with the Uniform Guidance 200 (2 CFR 200) as applicable. The annual audit report is due to Purchaser within six (6) months of Provider's fiscal year-end and must be issued by a Certified Public Accountant. Provider hereby consents to allow Purchaser to review, or have a designee review the auditor's workpapers.

Audit Report and Payment Reconciliation - If there is a variance between the calendar year revenue identified in the audit report and total payments which the Purchaser made to Provider, Provider will submit reconciliation explaining the variance to Purchaser. The audit report may reveal that a partial refund is due to Purchaser to reconcile payments under this agreement. Such refunds must be paid within thirty (30) days of the demand of the Purchaser. Any delay beyond thirty (30) days may be subject to a late fee of 1.5 percent per month. When a Provider submits a certified audit report for a period other than a calendar year, the certified audit report shall include an unaudited supplemental schedule of revenue and expense by fund source for preceding calendar year.

Allowable Costs and Excess Payments - Provider shall return to Purchaser funds paid in excess of the allowable cost of services provided, as set forth in this Contract. Provider shall cooperate with Purchaser on establishing costs for reimbursement purposes. If Provider fails to return funds, Purchaser shall recover funds from subsequent payments made to Provider in conjunction with collection methods of Purchaser's choice. The allowable cost of services shall be determined pursuant to the applicable Allowable Cost Policy Manuals and all applicable State Statutes, the Allowable Cost Policy Manual for the Wisconsin Department of Health Services and the Department of Workforce Development, and the Allowable Cost Policy Manual, latest Revision for the Department of Children and Family (DCF).

Accounting - Provider shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.

Maintenance of Funding – federal and/or state funds must not be used to supplant other federal/state and local funds.

Transfer of Funds – Transfers of funds between programs shall not be allowed without the written approval of the Purchaser. Provider must submit requests for approval in writing to Purchaser sixty (60) days prior to the Contract end date. Purchaser will consider written requests for additional minor adjustments until the time the audit is submitted.

Employees - Provider shall notify Purchaser in writing if any of its employees are also under the employ of Kenosha County when this Contract is executed and shall further notify the Purchaser if, during the course of this Contract, it hires and retains any individual also under the employ of Kenosha County

Fundraising - Purchaser encourages Provider to continue or initiate efforts to obtain funds from private sources and other public organizations for each service funded by this Contract. Provider shall obtain prior written approval from Purchaser for all fundraising activities that are for the benefit of the contracted services herein. Methods for receiving funds & utilization of funds shall be approved by Purchaser.

Advertising - Provider shall not publicly advertise through any media for the purpose of soliciting eligible recipients to be recipients of services under this Contract without the advance written consent of Purchaser as to permissibility of the advertising. All items used to promote the services, including brochures, announcements, press releases, stationery etc., purchased pursuant to this Contract must include a statement approved by Purchaser prior to final preparation and distribution, that acknowledges the services are provided totally or in part through funding from Purchaser.

Publications - Where services purchased under this Contract result in a book or other material that could be copyrighted, the author may obtain a copyright, but Purchaser reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, or authorize others to use, all such material. Any books, reports, pamphlets, papers, or articles based on activities receiving support under this Contract must contain an acknowledgment of that support.

**REPORTING** - Provider shall comply with the reporting requirements of Purchaser and the State of Wisconsin, including performance reporting requirements and any required corrective actions plans. All data reporting requirements and data definitions and specifications will be determined by Purchaser with appropriate input from Provider. The Provider will use codes provided by the Purchaser or the Department of Health and Family Services (DHFS) as applicable to the services of this Contract. Purchaser reserves the right to require corrective action plans and reports as it relates to contract compliance issues.

**RECORDS** - Provider shall maintain such records and financial statements as required by state and federal laws, rules and regulations and by Purchaser. Provider shall maintain written descriptive care and service verification including the dates of services performed for all the services rendered under this Contract and shall make available such written verification upon request.

If the Contract requires funding from more than one (1) source, funds provided under this Contract must retain their individual specific intended purpose. Use of contract funds must be reported as separate expenses relating to the specific funding purpose in accordance with Purchaser's reporting requirements.

Right to Audit - Provider will allow inspection of records and programs, insofar as it is permitted by state and federal law, by representatives of Purchaser, authorized agents of state agencies or federal agencies, to confirm Provider's compliance with the specifications of this Contract. Provider agrees to cooperate with the Purchaser in developing, implementing, and monitoring corrective action plans that result from any reviews.

Provider shall maintain financial and programmatic records for the current Contract period plus the prior six (6) fiscal years. The records shall be retained beyond the seven-year period if an audit or legal action is in progress or exceptions have not been resolved.

All data collected (electronic or otherwise) in fulfilling this Contract is the property of Purchaser.

Development of any computer software or systems by Provider to fulfill terms of this Contract must receive prior written approval of Purchaser and be developed according to Kenosha County data processing policies and practices.

When applicable, Provider shall utilize available federal, state or county computer systems, for the provision of the purchased services herein, as requested by Purchaser, and Provider agrees to comply with KCDHS requirements for use and operation of Kenosha County information systems, equipment & network.

## **OWNERSHIP, DATA, AND EQUIPMENT**

All data (electronic or otherwise), computer applications, (including analysis documents, project management documents, computer programs, source code, technical documentation, user documentation and/or any other applications related materials or documents) reports, documents and other materials produced by Provider under this Contract or obtained by Provider via efforts or activities funded in whole or part under this Contract are the sole property of Purchaser unless explicit written agreements to the contrary are made.

All equipment obtained using funds under this Contract remain the property of Purchaser unless otherwise stipulated in specific written agreements. Provider will obtain prior written approval from Purchaser's contact person indicated on page one (1) of this Contract, for equipment purchases using funds under this agreement. Under this Contract, *Equipment* is defined as tangible personal property having a useful life of more than one year and a unit cost of \$500 or more. This definition includes, but is not limited to, office equipment, computer and computer-related equipment, electronic devices, phone equipment and furniture.

Provider shall maintain and provide Purchaser with an inventory of equipment purchased in whole or in part with funds of Purchaser. At a minimum, the inventory will include the following information:

- Description of the equipment, acquisition date and unit acquisition cost
- Identification, such as, the manufacturer's serial number or Provider's inventory tag number
- Source of the equipment, such as, the vendor name or information regarding from whom the equipment was acquired
- Percentage of cost provided through the Purchaser if not 100% Purchaser funded
- Location, use and condition of the equipment, the date this information was recorded and the name of the individual recording the information

Provider shall maintain a control system, to ensure adequate safeguards against property damage, loss or theft that will result in appropriate maintenance of the equipment. It is agreed that insurance for loss and adequate maintenance are the responsibility of Provider.

Provider's use of equipment shall be consistent with the purpose of the funds with which it was purchased. If program operations of Provider cease, Purchaser shall determine disposition of all equipment purchased with funds under this Contract and prior contracts between the parties for said program, in accordance with applicable federal and state rules and regulations.

Provider shall comply with all other policies and procedures established by Purchaser regarding the leasing, purchase, maintenance, use and documentation of equipment items purchased or leased in whole or in part with Purchaser funds.

**INDEMNITY AND INSURANCE** - Provider agrees to indemnify, hold harmless and defend the Purchaser, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description or damage to persons or property arising out of or in connection with or occurring during the course of this Contract where such liability is founded upon or occurring out of the acts or omissions of Provider, its agents or employees. Provider agrees to protect itself and Purchaser under the indemnity agreement set forth in the above paragraph. Provider will at all times during the terms of this Contract keep in full force and effect insurance policies as noted below, issued by a company or companies authorized to do business in the State of Wisconsin. Provider shall give ten (10) days advance written notice of cancellation or non-renewal of any such insurance policies during the term of this Contract. he Purchaser reserves the right to require higher or lower limits where warranted.

--Worker's Compensation insurance as required by Wisconsin Statutes for all employees engaged in work associated with this Contract

--Commercial general liability insurance for personal and bodily injury and property damage against any claim(s) that might occur in carrying out this Contract, [including professional malpractice; errors and omissions coverage, if the services being provided are professional services], with liability coverage provided for therein in the minimum amount of \$300,000 per occurrence/One Million Dollars aggregate for all types of claims, except for property damage of at least \$50,000.

--Motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services of this Contract, with minimum One Million Dollars combined single limit for automobile liability and property damage.

--Coverage afforded shall apply as a primary with Purchaser named as an additional insured for actions and/or omissions performed pursuant to this Contract.

*Upon execution of this Contract, Provider shall furnish a certified copy of the certificate of insurance to Purchaser as evidence of coverage, indicating on the certificate that Kenosha County is an additional insured and a certificate holder.*

Provider shall not discontinue or change liability insurance policies in effect during any part of this contract without buying tail end or no-gap insurance to cover potential claims that may have occurred during the term of this agreement.

The hold harmless, indemnity and insurance provisions of this Contract shall survive the termination of this Contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.

Provider shall notify Purchaser immediately upon the commencement of any litigation against Provider where there is any possibility the Purchaser or Kenosha County may be made a party thereto. In the event any actions, suit or other proceeding is brought against Purchaser, upon any matter herein indemnified against, Purchaser shall cooperate with Provider's attorneys in the defense of action, suit or other proceeding.

**NONDISCRIMINATION** - WIOA Service Contracts: Requirements and guidance on the Division of Employment and Training (DET) policy is provided in the Workforce Investment Act Policy Manual (Workforce Program Guide) [http://dwd.wisconsin.gov/dwd/publications/dws/pdf/detw\\_17244\\_p.pdf](http://dwd.wisconsin.gov/dwd/publications/dws/pdf/detw_17244_p.pdf). Specific requirements provided in *Chapter 7, Section C, 1-4*, are included in this Contract by Exhibit 2- Equal Opportunity, Nondiscrimination, and Affirmative Action- WIOA.

Upon request or as otherwise required, the **Provider** agrees to submit to **Purchaser**, an assurance of compliance that is pursuant to the Nondiscrimination and Equal Opportunity regulatory requirement specific to Section 188 of WIOA 2014 and implementing regulations at 29 CFR Part §38.20.

29 CFR Part §38.20 (a) (1) requires each application for financial assistance under Title 1 of WIA/WIOA, as defined in 29 CFR Part §38.4, to include the following assurance: As a condition to the award of financial assistance from the DOL under Title 1 of WIA.WIOA the grant applicant assures that it will comply fully with the nondiscrimination and EO provision of the following laws:

Section 188 prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program, service, or activity, Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the bases of race, color and national origin. The following cross-cutting statutory authorities apply to Section 188 of WIOA and 29 CFR Part §38: Title VI of the Civil Rights Act of 1964, as amended, Pub. L. 88-352, 78 Stat. 252 (42 U.S.C. 2000d, et seq.); Section 504 of the Rehabilitation Act of 1973, as amended, Pub. L. 93-112, 87 Stat. 390 (29 U.S.C. 794); the American with Disability Act of 1990 as amended; the Age Discrimination Act of 1975, as amended, Pub. L. 94-135, 89 Stat. 728 (42 U.S.C. 6101); and Title IX of the Education Amendments of 1972, as amended, Pub. L. 92-318, 86 Stat. 373 (20 U.S.C. 1681).

Section 504 of the Rehabilitation Act of 1973, as amended prohibits discrimination against qualified individuals with disabilities; The Age Discrimination Act of 1975, as amended, prohibits discrimination on the basis of age; and Title IX of the Education Amendments of 1972, as amended, prohibits discrimination on the basis of sex in educational programs. The grant applicant also assures the it will comply with 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA/WIOA Title 1-financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA/WIOA Title 1-financially assisted program or activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance. (2) The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby federal financial assistance under Title of WIA/WIOA is made available,



whether or not it is physically incorporated in such document and whether or not there is a written agreement between the Department and the recipient, between the Department and the Governor, between the Governor and the recipient or between recipients. The assurance also may be incorporated by reference in such grants, cooperative agreements, contract or other arrangements. **Provider** is required to demonstrate compliance with all civil rights requirements including: adoption of a policy covering equal opportunity in service delivery, implementation of a complaint procedure meeting WIOA requirements; translated to other non-English language groups that meet Department of Labor (DOL) Limited English Proficiency (LEP) guidance requiring posting and translation of vital documents; designation of an employee as the contact person (Equal Opportunity Officer/Coordinator), and completion of an annual evaluation to ensure all aspects of service delivery are conducted in a non-discriminatory manner.

*Non-discrimination in the Provider Personnel Policy* - In connection with the performance of work under this Contract, **Provider** agrees not to discriminate against any employee or applicant for employment based on age, race, religion, color, sex, national origin or ancestry, disability or association with a person with a disability, arrest record, conviction record, sexual orientation, marital status or pregnancy, political belief or affiliation, military participation in the United States armed forces, Vietnam Veterans Readjustment Assistance Act of 1974, or use or nonuse of lawful products off the employer's premises during non-working hours. Additionally, Wisconsin Contract Compliance Law, s 16.765, Stats.; Wisconsin Administrative Code 50 requires every contractor contracting with the State of Wisconsin to agree to equal employment and affirmative action policies and practices in its employment programs. The non-discrimination in personnel policy provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship.

*Non-discrimination in Services to Clients* - In delivery of services, **Provider** agrees not to discriminate against any client on the basis of age, race, religion, color, sex (including sexual identity and orientation), national origin or ancestry, disability or association with a person with a disability, political affiliation or belief and for beneficiaries only, citizenship or participation in a WIOA Title I-financially assisted program or because the beneficiary is a lawfully admitted immigrant authorized to work in the United States. **Provider** agrees, whenever necessary, to make available qualified interpreters and/or translators to clientele when required in the delivery of services, or in processing a complaint or appeal. **Provider** further agrees not to discriminate in any of the following: deciding who will be admitted, or have access to any WIOA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regards to such a program or activity; or making employment decision in the administration of, or in connection with such a program or activity. All of the Providers employees are expected to support goals and programmatic activities relating to non-discrimination in service delivery policies. **Provider** further agrees to designate a contact person (Equal Opportunity Officer/Coordinator) within the agency to be responsible for resolution of client discrimination complaints and procedures for accepting and resolving client complaints. In the event Provider does not resolve the complaint, **Provider** shall inform the client that the next step is the **Purchaser's** and/or State DET Grievance/Complaint Process.

*Notice Regarding Equal Opportunity* - **Provider** agrees to take affirmative action to ensure equal employment opportunities. **Provider** agrees to permanently post the Equal Opportunity Policy, name of the contact person (Equal Opportunity Officer/Coordinator) and the discrimination complaint process in prominent locations where it may be viewed by applicants and clients of services, applicants for employment, and employees. **Provider** agrees to review the policy and procedure on an annual basis with managers, supervisors and staff who provide direct service to clients.

*Civil Rights Compliance Plan* - WIOA program Providers that receive only WIOA funds and who have 50 employees or more, and receiving \$50,000 or more in Contract funding, may use the DHS, DCF, and DWD Civil Rights Compliance Requirements for Ensuring Access and Equal Opportunity in Service Delivery and Employment by Recipients of Federal and State Funded Programs/Services/Activities for the Civil Rights Compliance Period of January 1, 2018 – December 31, 2021 <http://www.dhs.wisconsin.gov/Publications/P0/p00164.pdf> to comply with WIOA Civil Rights Compliance Requirements. If the Provider files DCF-P-153 (Rev. 07/2014), Health Services P-oo164 (07/2014) Workforce Development DETS-16705-P (Rev 07/2014) to comply with the WIOA requirements, the Provider must ensure that all specific WIOA protected categories and groups are

mentioned in its Equal Opportunity Policies, Complaint Procedures, using proper WIOA regulatory terminology.

Affirmative Action Plan Requirements

**Providers** with fifty (50) or more employees **and** a Contract of \$50,000 or more are also required to complete and submit an Affirmative Action (AA) Plan that meets the specifications of the Wisconsin's Contract Compliance law (s. 16.765, Wis. Stats.). Instructions and templates for completing and submitting the AA Plan to the **Purchaser** are accessible at: <http://www.doa.state.wi.us/Default.aspx?Page=e7e4ac94-bfb6-4fb0-a07c-6b6cb0190657>. The plan must be submitted to the **Purchaser** upon request or as otherwise required.

