

**Milwaukee County Department on Aging
2017 Purchase of Service Contract
Home Delivered Meals**

Contract Number 450-417-33
Service Case Management and Delivery Services for Home Delivered
Meals

This Contract is made and entered between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department on Aging, 1220 West Vliet Street, Suite 302, Milwaukee, WI 53205 (hereinafter called County) and Goodwill Industries of Southeastern Wisconsin, Inc. (hereinafter called Contractor), and whose primary business address for the purposes of this Contract is:

1. Dates of Performance

This Contract is for the period of January 1, 2017 through December 31, 2017, or until such time as provided herein.

2. Scope of Service

Contractor shall specifically perform all of the services and achieve the objectives as set forth in the proposal submitted by Contractor to County, which is attached hereto as Exhibit I, Description of Proposed Programs and Services, and incorporated by reference. Contractor shall perform all services provided under this Contract in the manner prescribed by the relevant Program/Service Guidelines or Specifications, which are herein incorporated by reference and made a part of this Contract as if physically attached hereto.

3. Staffing and Delivery of Services

- A. Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any other contractual relationships with, County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Whenever possible, notification of replacement of personnel shall be provided to County prior to replacement.

- B. Contractor will provide proper supervision to all employees providing services under this Contract. Current job descriptions shall be kept on file for positions funded under this Contract, and each employee will be given a job description at the time of employment and whenever the job description is amended.

- C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and providing services to eligible clients.
- D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the services referred to herein.
- E. All clients served by Contractor under this Contract must meet County's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with County and that Contractor will not be reimbursed for services provided to ineligible clients.
- F. Contractor agrees that the programs and services described in Exhibit I will be available to eligible clients throughout the period of this Contract and to accept all clients referred by County as long as funds made possible through this Contract are available.
- G. Contractor may not transfer a client from one category of care or service to another without the prior written approval of the County.
- H. Contractor shall maintain a log of complaints and provide County a copy of any written complaint made to Contractor regarding any of the services furnished hereunder and will inform County in writing of the actions taken by Contractor to resolve such complaints.

4. Equipment

- A. Contractor agrees that all items of equipment purchased with funds provided by County under this Contract shall be used for the programs and services purchased through this Contract or as otherwise may be specified in Exhibit I. Contractor further agrees to provide to County a copy of an invoice for all items of equipment purchased, to periodically inventory said equipment, and to maintain property and content insurance, including fire, vandalism, and theft, to cover the replacement value of said items.
- B. Should County funding cease for the programs or services for which the equipment was purchased under this Contract, or if Contractor should cease using said equipment for the purposes for which it was originally purchased, Contractor agrees either to (1) turn over said equipment to County for distribution to other approved programs or services for older persons; or (2) dispose of said equipment in such other fashion as may be mutually agreed by Contractor and County.

5. Fiscal Administration

Contractor shall observe the following policies and practices with regard to all funds received from County pursuant to this agreement:

- A. Contractor agrees to identify the total cost of the program or service funded under this Contract.

- B. Contractor shall provide to County an agency-wide budget, disclosing all of Contractor's anticipated revenues and expenditures for the period of this Contract.
- C. Funds received by the Contractor under this Contract may not be co-mingled with funds from other sources.
- D. Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- E. Contractor shall comply with allowable cost policies and procedures established by the Wisconsin Department of Health Services.

6. Compensation

- A. Contractor shall be compensated for work performed as stated in Exhibit I, Description of Proposed Programs and Services, attached hereto and made a part of this Contract. Contractor recognizes that the total service needs of the community may not be met and shall provide services within the specific amounts stated in Exhibit I. County is unable to guarantee the volume of requests funded by this Contract. Under no circumstances shall payments under this contract exceed the amount(s) authorized for this contract by the Milwaukee County Board of Supervisors. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for programs and services provided hereunder.
- B. Funds may be advanced to Contractor as set forth in section 46.036 (3) (f) Wisconsin Statutes. The advance payment provision applies only when requested by Contractor. The advance payment shall be repaid to County upon demand. If Contractor fails to repay the advance as described, County shall have the right to withhold any payments due Contractor from County sufficient to cover the amount of the advance payment.
- C. Advance payments by County shall not exceed two twelfths (2/12ths) of the Contract award. If advance payments exceed \$10,000, Contractor shall provide County with a surety bond for an amount equal to the amount of the advance payment as set forth in section 46.036 (3) (f) Wisconsin Statutes.
- D. County shall recover from Contractor money paid in excess of the conditions of the Contract. Repayment shall be made in full within thirty (30) days after County has made written demand to Contractor for repayment. County may recover repayments due to County from any subsequent payments due to Contractor now, or from future contracts, or any other service agreement with County. County shall charge interest on outstanding repayments due County as set forth in section 46.09 (4) (d) (8) General Ordinances of Milwaukee County.
- E. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO) or Preferred Provider Organization (PPO) funded services.
- F. County and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of the County to purchase the services described herein is contingent upon present state and federal grants and contracts continuing at their present levels. Should such funding sources terminate or be reduced, County reserves the right, in its sole discretion, either to

terminate this agreement or revise the scope of services being purchased to reflect any reduction in such funding. It is further recognized and agreed by County and Contractor that the programs and services provided under this Contract are subject to all provisions of said federal and state grants and contracts, and Contractor agrees to comply with all such provisions for the period of this Contract, including all applicable provisions of the standard State/County contract.

7. Billing and Reporting

- A. Contractor shall provide County with monthly billings and reports for services provided under this Contract by the fifth (5th) working day of the month following the month in which services are provided. Contractor shall submit billings and reports on the forms and according to the manner specified by County.
- B. County shall make payment only for those line items as are specified in the approved budget as contained in Exhibit I. Expenditures for any single line item may not exceed the amount in the approved program budget by more than \$500 without written authorization by County and the submission of a revised budget by Contractor on the prescribed form.
- C. Within thirty (30) days of the receipt of all required billings and reports, County shall make payment to Contractor of the net amount due.

8. Record Keeping and Access to Records

- A. Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of County and County's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the Program/Service Guidelines or Specifications for this Contract. Access to information shall include computerized data and/or other electronic information used by the Contractor, made available in formats suitable for data analysis, such as queries, using conventional software programs.
- B. Contractor shall maintain written descriptive care and service verification, including the dates of programs and services performed for all of the purchased services rendered, as specified by County. Contractor shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the programs and service provided. Contractor shall retain all such records for a period of at least four (4) years from the date of issuance of the certified financial and compliance audit. Records shall be retained beyond the four-year requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- C. It is agreed that County representatives, including representatives of the Department on Aging and the Office of the Comptroller, or representatives of appropriate state or federal agencies, including the Wisconsin Department of Health Services, shall have the right of access to program, financial, and such other records of Contractor or Contractor's subcontractors as may be necessary to evaluate or confirm Contractor's cost estimates, rates, and charges for the care and services provided under this Contract or as may be necessary to evaluate or confirm Contractor's delivery of the care

and services in compliance with the Program/Service Guidelines or Specifications for this Contract.

9. Inspection of Premises

Contractor shall allow visual inspection of Contractor premises to County representatives and to authorized representatives of any other local, state, or federal government unit. Inspection shall be permitted without formal notice at any time care and services are being furnished.

10. Audit Requirements

- A. Unless waived by County, Contractor shall submit to County, on or before **June 30, 2018**, or such later date that is mutually acceptable to Contractor and County, two (2) original copies of a certified financial and compliance audit for calendar year 2017 performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under section 46.036 (4)(c) Wisconsin Statutes. Requests for waiver and/or extension must be in writing and submitted before the original due date of the audit. Contractor's audit report shall comply with the following conditions and requirements:

Non-profit Contractors who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly, shall submit to County two (2) original copies of a certified audit for calendar year 2017 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit submitted by Contractor shall be conducted in conformance with the following standards:

- (a) Wisconsin Department of Health Services, DHS Audit Guide, 2015 Revision (or later);
- (b) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and
- (c) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Contractor shall also submit to County, on or before June 30, 2018 a statement acknowledging that Contractor received aggregate federal funding of \$500,000 or more for calendar year 2017.

For-profit Contractors who received \$25,000 or more of aggregate federal financial assistance, either directly or indirectly, and non-profit Contractors who received \$25,000 or more of aggregate federal financial assistance, either directly or indirectly, but less than \$500,000 of aggregate federal financial assistance, either directly or indirectly, for calendar year 2017, shall submit to County, two (2) original copies of a certified audit for calendar year 2017 conducted in accordance with the following standards:

- (d) Wisconsin Department of Health Services, DHS Audit Guide, 2015 Revision (or later);

- (e) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; And
- (f) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Contractor shall also submit to County, on or before June 30, 2018, a statement acknowledging that Contractor did not receive aggregate federal funding of \$500,000 or more for calendar year 2017.

Regardless of status or format, all CPA audits and reports referenced above shall contain the following Financial Statements, Schedules, and Auditor's Reports:

(1) Financial Statements for the Entire Organization:

- a. Comparative Balance Sheet for Total Agency.
- b. Comparative Statement of Operations for Total Agency.
- c. Statement of Changes in Financial Position or Statement of Cash Flows for Total Agency.
- d. Supplemental schedule of program revenues and expenses identified by funding source for each program or service referenced in Exhibit I, including non-federal matching share, if required, and client contributions.
- e. Notes to financial statements, including units of service, if applicable, provided by contract (if not disclosed on the face of the financial statements), and disclosure of related party transactions, if any, and the source of the non-federal matching share, if such matching share is required.

(2) Auditor's Reports:

- a. Report on the financial position, results of operations, and changes in the financial position or Statement of Cash Flows for the entire agency.
- b. Report on Compliance, including compliance with applicable laws and regulations, and any subsequent revisions, and compliance with material financial terms and conditions of this Contract, including allowance of program costs.
- c. Report on Evaluation of Internal Accounting Controls. A copy of any management letter or equivalent document issued in conjunction with the audit shall be provided to County.
- d. Findings of non-compliance.
- e. Schedule of questioned costs and the potential amount of repayment prior to offsetting any unrelated items.

- f. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the contract number and the program name from Exhibit I of the contract. Each care or service under County Contract must be reported as a separate item by contract year.
- g. A report on the status of action(s) taken on prior audit findings.

(3) General

The following is a summary of the general laws, rules, and regulations with which the auditor should be familiar in order to satisfactorily complete the audit.

- a. GAO, Standards for Audit of Governmental Organizations, Programs, Activities and Functions
 - b. AICPA, Generally Accepted Auditing Standards
 - c. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
 - d. OMB Circular A-133, 2015 Compliance Supplement
 - e. OMB Circular A-122, Cost Principles For Nonprofit Organizations
 - f. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
 - g. Wisconsin State Statutes, Section 46.036, Purchase of Care and Services
 - h. Wisconsin Department of Administration, State Single Audit Guidelines – Current Revision
 - i. Wisconsin Department of Health Services, DHS Audit Guide, 2015 Revision (or later)
 - j. Wisconsin Department of Health Services, Allowable Cost Policy Manual - Current Revision
- B. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with County, including the Department on Aging and the Office of the Comptroller, or their designees, and with representatives of Federal and State funding agencies, including the Wisconsin Department of Health Services. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media that document the audit work. Contractor shall require its CPA to retain work papers for a period of at least four (4) years following the latter of contract termination or receipt, by County, of the certified audit report.
- C. Contractor and County mutually agree that the County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements, including supporting work papers or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that

additional overpayment refund claims or adjustments to prior claims may result from such reviews.

- D. Contractor agrees that County is entitled to repayment of amounts identified as a result of the audit required under this section, and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. County shall charge interest on any outstanding repayments as set forth in section 46.09 (4) (d) (8) General Ordinances of Milwaukee County.
- E. Contractor's reporting on a fiscal year other than a calendar year shall be considered in compliance with audit requirements upon submittal of the following:
 - (1) Filing of contractor's fiscal year audit, meeting the audit requirements in Sections 10 A. (1), (2) and (3) above within 180 calendar days of the fiscal year closing.
 - (2) Schedules of revenues and expenses identified by funding source for each program or activity referenced in Exhibit I of the Contract. The schedules shall be reviewed and compiled by Contractor's auditor(s) with all information required in Section 10 A. (2) a. above for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before **June 30, 2018**, or such later date that is mutually acceptable to Contractor and County.
- F. Contractor agrees to submit to County plans for correcting weaknesses identified in Contractor's audit.
- G. Contractor agrees to cooperate with County in the implementation of County's Audit Fraud Hotline by posting notices to be provided by County in areas where all employees, including those employed by subcontractor, associated with this Contract will have access to the notices for the duration of this Contract.
- H. Contractor, and its CPA, shall maintain records for audit purposes for a period of at least four (4) years following the latter of contract termination or receipt, by County, of the certified audit report. Records shall be maintained beyond the minimum requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- I. Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.

Contractors shall have on file, and available for review by County, copies of subrecipient's CPA audit reports and financial statements. The Contractor shall maintain all such records for a period of at least four (4) years following the latter of contract termination or submission of the certified audit report. The records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

Subrecipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of County and County's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the Program/Service Guidelines or Specifications for this contract and the subcontract. Access to information shall include

computerized data and/or other electronic information used by the Contractor, made available in formats suitable for data analysis, such as queries, using conventional software programs.

It is agreed that County representatives, including representatives of the Department on Aging and the Office of the Comptroller, or representatives of appropriate state or federal agencies, including the Wisconsin Department of Health Services, shall have the right of access to program, financial, and such other records of subrecipient as may be requested to evaluate or confirm subrecipient's cost estimates, rates, and charges for the care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service in compliance with the program/service specifications or guidelines for this contract and the subcontract.

Subrecipient shall maintain written verification of care and service provided under the subcontract, including the dates of services performed for all of the purchased services rendered, as specified by County. The subrecipient shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the service provided. The subrecipient shall maintain all such records for a period of at least four years following the latter of contract termination or submission of the certified audit report. The records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

Subrecipient shall allow visual inspection of subrecipient's premises to County representatives and to representatives of any other unit of local, state, or federal government. Inspection shall be permitted without formal notice at any time care and services are being furnished.

- J. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due Contractor from County and ineligibility for future contracts with County until such time as these requirements are met.

11. Non-Discrimination and Equal Employment Opportunity

- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and that no eligible client shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, handicap, physical condition, or developmental disability as defined in section 51.01 (5) Wisconsin Statutes.
- B. Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, location, handicap, physical condition, or developmental disability as defined in section 51.01 (5) Wisconsin Statutes. Contractor agrees to comply with the provisions of section 56.17 of the General Ordinances of Milwaukee County and which is hereby incorporated by reference as though fully set forth herein

12. Indemnity

- A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the County, and its agents, officers, and employees, from and against all

loss or expense including costs and attorney's fees by reason of liability for damages including statutory benefits under Workers' Compensation laws, suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

- B. Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U. S. patent and copyright infringement regarding computer programs involved in the performance of the programs and services covered by this Contract.
- C. Contractor agrees to indemnify County for any amount(s) County may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Contractor by County under this Contract that the Department of Health Services determines to be overpayments or inappropriate payment.

13. Insurance

- A. Contractor agrees to provide and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability due to its actions or omissions or the actions or omissions of its employees. Such evidence shall include coverage for Worker's Compensation claims, as required by the State of Wisconsin, Employers Liability, General and Automobile Liability, and Comprehensive Crime Coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Worker's Compensation or Proof of All States coverage	Statutory
Employers Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal, Contractual & Products/Completed Operations)	\$1,000,000 per Occurrence \$1,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 per Accident per Wisconsin Requirements
Comprehensive Crime Coverage To include Fidelity, Theft, Money & Securities, Inside & Outside to protect the loss of funds by embezzlement, theft, fire, etc.	Fidelity per Occurrence: Fidelity coverage consistent with requirements under 14 below. \$5,000 Money and Securities, Inside and Outside.

- B. **County, As Its Interests May Appear, shall be named as Additional Insured for General and Automobile Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or restrictive additional insured endorsement will not be acceptable. Contractor shall submit a certificate of insurance indicating the above coverage for the duration of this Contract and for review and approval by County. Contractor shall provide an updated certificate to County when changes occur in agents or coverage during the duration of this Contract.**
- C. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County is required to be furnished. Additional insured endorsements for General and Auto Liability, the endorsement for the Waiver of Subrogation for Workers Compensation and the insurance certificate indicating the above coverage are all required to be submitted for review and approval of the County. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.
- D. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.
- E. Contractor shall notify County immediately upon the commencement of any litigation against the Contractor where there is any possibility that County may be made a party thereto.

14. Bonding Requirement

- A. A Fidelity bond covering employee dishonesty shall be evidenced covering every officer, director, agent, or employee of the Contractor who is authorized to receive or deposit funds under this Contract or who is authorized to issue financial documents, checks or other instruments of payment for costs related to the programs and services provided under this Contract.
- B. The bond form shall be on a commercial blanket basis in the minimum occurrence amount of \$10,000, or 10% of the total amount of the contract award, whichever is greater. A Contractor who provides services under multiple contracts with the Department on Aging shall evidence the Fidelity bond in the occurrence amount applicable to the dollar amount of the largest single contract with the Department. The period of coverage shall be no less than for the period of this Contract, if not on a continuous basis, with a discovery period of not less than one year subsequent to cancellation or termination of the bond. The bond shall stipulate that the Contractor be given thirty (30) days advance notice by the surety prior to making any material change in, or cancellation of, the bond. The advance notice shall be by certified mail. The Contractor may procure fidelity coverage in a comprehensive crime policy, including money and security coverage(s) as outlined in Section 13 A. above.

15. Withholding of Payments

Failure of Contractor to comply with Contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligations to Contractor until such time as the Contract requirements are met.

16. Contract Termination

- A. This Contract may be terminated thirty (30) days following written notice by County or Contractor for any reason unless an earlier date is determined by County to be essential to the safety and well-being of the clients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 licensing. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Contractor for use in completing this Contract.
- A. Contractor shall notify County, in writing, whenever it is unable to provide the required quality and quantity of programs and services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.
- C. Notwithstanding any other right of termination, County reserves the right to immediately terminate, or reduce in scope, its obligations under this contract in the event that the sources of funding to the County derived through State or Federal grants or contracts is terminated or reduced. This right of immediate termination for loss of funding applies even if Contractor has not been paid for services previously rendered.
- D. County reserves the right to withdraw any qualified recipient from the program, service, institution, or facility of the Contractor at any time when in the judgment of County it is in the best interest of County or the qualified recipient to do so.

17. Advertising

Contractor shall not publicly advertise through any media during the course of this Contract for the purpose of soliciting eligible persons to be recipients of services provided through this Contract without the advance written consent of County. All brochures, announcements, press releases, and other items used to promote services provided through this Contract must acknowledge that County funds these services.

18. Client Contributions

- A. Where required by the relevant Program/Service Guidelines or Specifications, Contractor shall provide clients receiving services under this Contract the opportunity to voluntarily and confidentially contribute toward the cost of services they receive. All solicitations to contribute must be approved in advance by County. Under no circumstances shall any otherwise eligible client be denied service under this Contract because of a failure to contribute toward the cost of the services provided.
- B. Contractor agrees to deposit all funds contributed by clients to a bank account designated by County and to report to County all such contributions and to record and

document these funds as specified in the relevant Program/Service Guidelines or Specifications.

- C. Contractor agrees that any and all client contributions may, at the County's discretion, be used as an offset to County's reimbursement of Contractor for services rendered or to purchase additional units of service for eligible clients authorized and designated by County. Contractor further agrees that all units of service purchased with client contributions shall be provided in the same manner and at the same unit cost as such services as are purchased through this Contract.
- D. Contractor further agrees that all funds received through client contributions that remain unspent at the end of this Contract must be spent in a manner approved by County or reimbursed to County.

19. Modifications

Contractor recognizes the right of County to make reasonable modifications in the delivery of services purchased under this Contract. Contractor shall be notified in writing two weeks prior to any such modifications.

20. Contract Renegotiation and Revision

- A. This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.
- B. This contract may be revised in a written amendment signed by the authorized representatives of both parties.

21. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer relationship between County or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract and in acting in compliance herewith, Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it hereunder.

22. Subcontracts

Assignment of any portion of the services by subcontract is prohibited except upon prior written approval of County.

23. Assignment Limitation

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party could assign its obligations hereunder without the prior written consent of the other.

24. Resolution of Disputes

Contractor may appeal the decisions of County in accordance with section 46.036 (7) Wisconsin Statutes.

25. Prohibited Practices

- A. During the period of this Contract, Contractor shall not hire, retain, or utilize for compensation, any member, officer, or employee of the Department of Aging representing County or any person who to the knowledge of the Contractor has a conflict of interest. No employee of the Department on Aging representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business.
- B. Contractor shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract.
- C. Contractor attests that it is familiar with Milwaukee County's Code of Ethics (Chapter 9 of General Ordinances of Milwaukee County) which states in part, "No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Contractor for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

26. Political Activity of Employees

Where applicable, Contractor shall comply with the provisions of the Hatch Act, which limit the political activity of employees who work in federally funded programs.

27. Certification Regarding Contractor Debarment or Suspension

Contractor certifies to the best of its knowledge and belief, that it and its principals; (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and (4) have not within a three-year period preceding this contract had one or more public transactions (Federal, state or local) terminated for cause or default.

By: _____
(Signature of Official Authorized to Sign Contract)

Date: _____

28. Certification Regarding Lobbying

Contractor certifies, to the best of his or her knowledge and belief, that:

- 1) 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.
- 2) 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 officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, land, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____
(Signature of Official Authorized to Sign Contract)

Date: _____

For: _____
(Name of Grantee)

(Title of Grant Program)

29. Health Insurance Portability and Accountability Act of 1996

County and Contractor agree to comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and shall undertake any actions needed to protect individually identifiable health information (45 C.F.R. 164.501) as required under current or future HIPAA regulations as determined by the U.S. Department of Health and Human Services and the Wisconsin Department of Health Services.

County and Contractor agree that changes to the Contract that would be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act

of 1996 (HIPAA), as amended, shall be made upon discussion and execution of a Contract amendment containing the necessary changes. Neither party shall withhold agreement to modifications to the Contract necessary for one or both parties to comply with HIPAA.

30. Notices

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. Contractor agrees that in conduct of its meetings it will be guided by Wisconsin Statutes 19.81 et. seq.

31. Contract Content

The entire Contract of the parties, with all attached exhibits and assurances, together with the relevant Program/Service Specifications or Guidelines and Exhibit I as negotiated, is contained herein. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts each of whom shall be deemed as original.

It is expressly understood and agreed that the parties' obligations hereunder are subject to state approval and federal concurrence with this Contract.

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors and ratified by the Milwaukee County Executive. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting on _____.

In witness whereof, this agreement shall be effective as of the 1st day of January, 2017, or such other date as may be provided on page 1, upon the execution of this agreement as provided below.

Approved as to Chapter 42 DBE Provision by Community Business Development Partners:

By: _____ Date: _____

Title: _____

Reviewed by Risk Management:

By: _____ Date: _____

Title: _____

Approved as to Execution:

By: _____ Date: _____

Title: _____

Contractor Representative:

By: _____ Date: _____

Title: _____

Milwaukee County Department on Aging:

By: _____ Date: _____

Title: _____

Milwaukee County Comptroller:

By: _____ Date: _____

Scott Manske

Milwaukee County Executive:

By: _____ Date: _____

Chris Abele

Approved as to Wis. Stats. §59.42

By: _____ Date: _____

Title: _____