

EXHIBIT I

Milwaukee County Department On Aging
Descriptions of Proposed Programs and Services
Funding Period 1/1/17 to 12/31/2017

1.0 General Program Information

1.01 Program Title or Type of Service to be provided: Programs at United Community Center - Senior Center

1.02 Agency Name: United Community Center

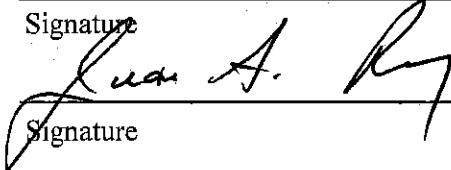
1.03 Address of Primary Office 1028 S. 9th Street
Milwaukee, WI 53204

1.04 Phone Number: (414) 384-3100 Fax #: (414) 645-0165
Monday - Friday

1.05 Office Hours: 8:00am - 5:00pm E-mail: hhernandez@unitedcc.org

1.06 Official(s) Authorized by the Board of Directors to Sign Contracts/Reports for the Agency:

Ricardo Diaz, Executive Director
Name, Title

Signature

Signature

Juan A. Ruiz, Deputy Director
Name, Title

1.07 Staff Contact for the Program

Name, Title: Hector Hernandez, Program Director Fax: 414-645-0165

Phone Number: 414-649-2840 Email: hhernandez@unitedcc.org

1.08 Type of Agency (please check those that apply)

Public: Non-Profit: X Proprietary:

Minority (owned, directed, or predominantly staffed by minority groups) X

1.09 Federal ID No. 39-125039 State Tax Exempt No. ES 11043

1.10 Type of Request: New: Continuation: X

1.11 Amount of Department on Aging Request \$ 373,189.00

1.12 Total Agency Budget: \$ 21,931,183.00

1.13 Proposed Cost Per Unit of Service: \$ N/A

1.14 Proposed Units to be Provided: N/A

EXHIBIT I

Milwaukee County Department On Aging
Descriptions of Proposed Programs and Services
Funding Period 1/1/2017 to 12/31/2017

1.0 General Program Information

1.01 Program Title or Type of Service to be provided Senior Center

1.02 Agency Name: United Community Center

1.03 Address of Primary Office 1028 S. 9th. Street
Milwaukee, WI 53204

1.04 Phone Number: (414) 384-3100 Fax #: (414) 645-0165

Monday - Friday

1.05 Office Hours: 8:00am - 4:00pm E-mail: hhernandez@unitedcc.org

1.06 Official(s) Authorized by the Board of Directors to Sign Contracts/Reports for the Agency:

Ricardo Diaz, Executive Director

Name, Title

Signature 

Juan A. Ruiz, Deputy Director

Name, Title

Signature 

1.07 Staff Contact for the Program

Name, Title: Hector Hernandez, Program Director

1.08 Type of Agency (please check those that apply)

Public: _____ Non-Profit: X Proprietary: _____

1.09 Federal ID No. 39-1146191 State Tax Exempt No. ES 11043

1.10 Type of Request: New: _____ Continuation: X

1.11 Amount of Department on Aging Request: \$77,189.00

1.12 Total Agency Budget: \$21,931,183.23

1.13 Proposed Cost Per Unit of Service: \$245

1.14 Proposed Units to be Provided: 315

EXHIBIT I

Milwaukee County Department On Aging
Descriptions of Proposed Programs and Services
Funding Period 1/1/2017 to 12/31/2017

1.0 General Program Information

1.01 Program Title or Type of Service to be provided Group Transportation

1.02 Agency Name: United Community Center

1.03 Address of Primary Office 1028 S. 9th. Street
Milwaukee, WI 53204

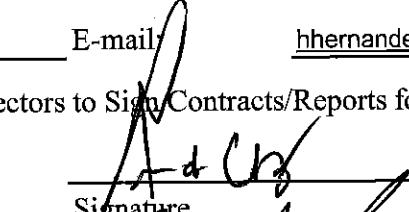
1.04 Phone Number: (414) 384-3100 Fax #: (414) 645-0165

Monday - Friday

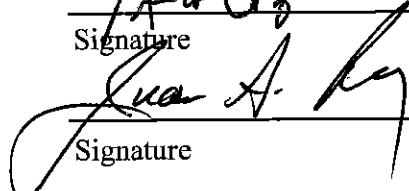
1.05 Office Hours: 8:00am - 4:00pm E-mail: hhernandez@unitedcc.org

1.06 Official(s) Authorized by the Board of Directors to Sign Contracts/Reports for the Agency:

Ricardo Diaz, Executive Director
Name, Title


Signature

Juan A. Ruiz, Deputy Director
Name, Title


Signature

1.07 Staff Contact for the Program

Name, Title: Hector Hernandez, Program Director

1.08 Type of Agency (please check those that apply)

Public: _____ Non-Profit: X Proprietary: _____

1.09 Federal ID No. 39-1146191 State Tax Exempt No. ES 11043

1.10 Type of Request: New: _____ Continuation: X

1.11 Amount of Department on Aging Request: \$129,000.00

1.12 Total Agency Budget: \$21,931,183.23

1.13 Proposed Cost Per Unit of Service: \$410

1.14 Proposed Units to be Provided: 315

EXHIBIT I

Milwaukee County Department On Aging
Descriptions of Proposed Programs and Services
Funding Period 1/1/2017 to 12/31/2017

1.0 General Program Information

1.01 Program Title or Type of Service to be provided Nutrition Site Supervision

1.02 Agency Name: United Community Center

1.03 Address of Primary Office 1028 S. 9th. Street
Milwaukee, WI 53204

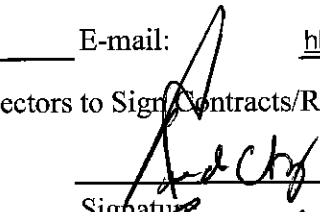
1.04 Phone Number: (414) 384-3100 Fax #: (414) 645-0165

Monday - Friday

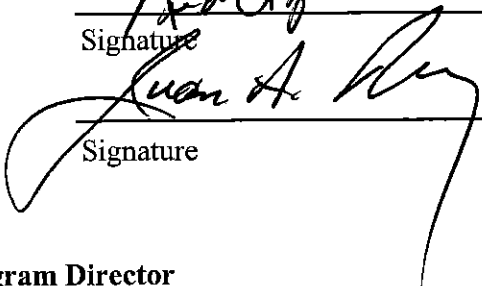
1.05 Office Hours: 8:00am - 4:00pm E-mail: hhernandez@unitedcc.org

1.06 Official(s) Authorized by the Board of Directors to Sign Contracts/Reports for the Agency:

Ricardo Diaz, Executive Director
Name, Title


Signature

Juan A. Ruiz, Deputy Director
Name, Title


Signature

1.07 Staff Contact for the Program

Name, Title: Hector Hernandez, Program Director

1.08 Type of Agency (please check those that apply)

Public: _____ Non-Profit: X Proprietary: _____

1.09 Federal ID No. 39-1146191 State Tax Exempt No. ES 11043

1.10 Type of Request: New: _____ Continuation: X

1.11 Amount of Department on Aging Request: \$28,000.00

1.12 Total Agency Budget: \$21,931,183.23

1.13 Proposed Cost Per Unit of Service: \$89

1.14 Proposed Units to be Provided: 315

EXHIBIT I

Milwaukee County Department On Aging
Descriptions of Proposed Programs and Services
Funding Period 1/1/17 to 12/31/2017

1.0 General Program Information

1.01 Program Title or Type of Service to be provided: Catering Services

1.02 Agency Name: United Community Center

1.03 Address of Primary Office 1028 S. 9th Street
Milwaukee, WI 53204

1.04 Phone Number: (414) 384-3100 Fax #: (414) 645-0165

Monday - Friday

1.05 Office Hours: 8:00am - 5:00pm E-mail: hhernandez@unitedcc.org

1.06 Official(s) Authorized by the Board of Directors to Sign Contracts/Reports for the Agency:

Ricardo Díaz, Executive Director
Name, Title

Signature

Juan A. Ruiz, Deputy Director
Name, Title

Signature

1.07 Staff Contact for the Program

Name, Title: Hector Hernandez, Program Director Fax: 414-645-0165

Phone Number: 414-649-2840 Email: hhernandez@unitedcc.org

1.08 Type of Agency (please check those that apply)

Public: _____ Non-Profit: X Proprietary: _____

Minority (owned, directed, or predominantly staffed by minority groups) X

1.09 Federal ID No. 39-125039 State Tax Exempt No. ES 11043

1.10 Type of Request: New: _____ Continuation: X

1.11 Amount of Department on Aging Request \$ 139,000.00

1.12 Total Agency Budget: \$ 21,931,183.00

1.13 Proposed Cost Per Unit of Service: \$ N/A

1.14 Proposed Units to be Provided: N/A



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE Participation Recommendation/Wavier Request

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747 or

CDBP@milwaukeeCountyWi.gov

FUNDING SOURCE

Local State Federal Grant If Federally Funded, what percentage? 58.3% %
 Federal Source of Funds: FAA FTA DOT (includes WisDOT) Other: DHHS (includes Wisc. DHS)

CONTACT INFORMATION

Contract Administrator: Gary W. Portenier Phone: (414) 289-6547 Date: November 11, 2016
 Email Address gary.portenier@milwaukeecountywi.gov Fund: Multiple Agency: Dept. on Aging Org No. 7900

PROJECT INFORMATION

Project Name: Programs in United Community Center Senior Center Project No.: 417-18

Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):

The program provides a gathering place to decrease isolation, enhance social contacts, provide educational and cultural programming, offer hot, nutritious, mid-day meals, and provide linkages to community resources. Service provider must offer senior center, transportation, nutrition site supervision, and catering services to one common location. Program/service guidelines are attached. The contract award recommendation is from Milw. Cnty. Commission on Aging.

Contracting Opportunities (List NAICS codes): None

RFP/BID will be used (Yes/No) Yes Advertising Date: August 4, 2016 Bid/Proposal Due Date: September 2, 2016

TYPE OF PROJECT

<u>Professional Services</u>	<u>Estimated Amount</u>	<u>Recommended DBE Participation</u>	
	\$ _____	_____ %	
<u>Construction Related</u>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended DBE Participation</u>
_____	\$ _____	\$ _____	_____ %
_____	\$ _____	\$ _____	_____ %

APPROVALS

Is county board approval required? Yes No Resolution #: TBD (**attach resolution**)

WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: The county will contract with nonprofit United Community Center to provide senior center, transportation, site supervision, and catering. Subcontracting with a DBE certified vendor places undue burdens on the agency, increasing administrative oversight and reducing programs and services.

Department on Aging Holly Davis Holly Davis 11/17/2016
 Department/Division Administrator Name Signature Date

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____ %

This contract is exempt from the DBE goal: Yes No

Approved: Rick Norris Date: 11/17/2016
DocuSigned by: Rick Norris

Section VI-A
2017 Department on Aging
Part A - Program Service Guidelines/Specifications

Service Delivery Guidelines

Applicants for Department on Aging funding to provide **Programs in The United Community Center- Senior Center** during 2017 must comply with and incorporate the following guidelines in their proposed program.

Where indicated in **bold type**, applicants must include a description of how they will meet specific guidelines in the appropriate sections of Exhibit I, Description of Proposed Programs and Services, of the Department on Aging proposal form.

1. Eligible Applicant Agencies

To be eligible to apply for funding, applicants must meet the following conditions:

- a. The applicant must be a legally incorporated nonprofit agency operating a multipurpose senior center renovated or acquired with the use of federal or state senior center grants approved by the Milwaukee County Commission on Aging.
- b. The applicant's board, staff, and participants must primarily be members of ethnic or culturally diverse populations. (as defined by the Wisconsin Bureau on Aging).
- c. The proposed program must be located in an area of Milwaukee County having a high concentration of minority and or low-income minority older persons as documented by the most recent U. S. Census.
- d. The applicant's proposed programs must be designed to meet the special economic and cultural needs of low-income minority older adults.

2. Required Programs and Services

If chosen for funding, applicants will be required to provide the following programs and services either directly or by providing facilities to another agency:

- a. To develop, promote, and maintain recreational, social, cultural educational programs designed to lessen the isolation of low-income minority older adults.

- b. Provide meal site supervision for the Milwaukee County Senior Meal Program congregate meal site as outlined in the "Program Service Guidelines/Specifications" Part B – (Attached)
- c. Information and Assistance to older persons seeking to obtain needed services.
- d. Outreach services, including: making home visits in neighborhoods adjacent to the center to identify older adults who might benefit from the center's activities and vulnerable, homebound older adults in need of services; determining the specific services they need; referring such persons to appropriate agencies; and following up to see if needed services have been provided.

3. Program Goals and Objectives

Applicants must specify measurable program goals and objectives and the methods and time frame to achieve these objectives. The objectives should relate to the proposed programs and services. The methods should specify the operational or quantitative steps to accomplish the objectives and measure the outcomes. The time frame should indicate when the goals and objectives would be completed. **(Section 2.0, 2.F. of Exhibit I)**

4. Program Outcomes

The provider will be required to implement and measure 2 outcomes in 2017. These three outcomes along with implementation guidelines and measures must be stated in the proposal.

First outcome assigned in 2017 - 40% of senior center members will participate in one evidence based program in 2017. The provider will develop a plan and implement a minimum of two evidence-based program per year that meet the minimum or higher criteria for Title IIID Funding as described by the Older American's Act. Examples: **Stepping On** fall prevention program and **Living Well With Chronic Diseases**. MCDA program staff will assist in determining and selecting acceptable prevention and wellness programming. The provider will submit documentation to include the type of evidence programs completed and the number of clients that participated in these programs in 2017.

The second outcome assigned for 2017 - The provider of this service will be required to implement and measure an outcome survey in 2017. The required outcomes along with implementation guidelines and outcome measures will be provided by Milwaukee County Department on Aging at the start of the contract year. The provider must survey 60% of unduplicated clients served in 2017. The outcomes survey must be administered with survey results completed and submitted to the Department on Aging by the end of the contract year. The

provider of this service will be responsible for distributing the surveys as well as collecting and reporting the results to the Department on Aging.

The agency should specify steps to accomplish objectives and measure the outcomes.

5. Program Activities and Requirements

- a. If funded, centers must be open to participants at least eight hours per day, five days per week. Applicants must indicate their days and hours of operation during 2017. **(Section 2.0, 4. D. of Exhibit I)**
- b. Applicants must clearly describe each program or service to be supported under a Department on Aging grant during 2017, including the frequency with which the program or service will be provided and the estimated number of persons to be served by that program or service each month. **(Appendix 8 to Exhibit I)**
- c. Applicants must include in their application a list of programs and services provided by other agencies that will be conducted at their center. Such description must include the names of the agencies providing these services and the frequency with which each program or service will be provided. These programs and services must meet the diverse population that attends the center. **(Appendix 9 to Exhibit I)**
- d. Applicants must cooperate with the Department on Aging to provide a diversity of services in their centers and to promote the maximum use of these centers by Milwaukee County's older adults.
- e. By submitting an application for funding, the applicant is assuring that it is willing to make available a portion of its facilities for other programs and services sponsored by the Department on Aging, including but not limited to, employment, legal advocacy, adult education, and outreach.
- f. Applicants must state in their application how they will encourage other service providers to provide culturally sensitive services at their center. **(Section 2.0, 8. A. of Exhibit I)**
- g. Applicants must clearly describe how they will coordinate the activities of their proposed program with the activities of other agencies and groups providing services to Milwaukee County's elderly. **(Section 2.0, 8. A. of Exhibit I)**

- h. Applicants must be willing to perform other activities that may be mutually agreed upon and included in a Department on Aging contract.
- i. Applicants must clearly show how their center's proposed activities insure that health and social services are known and accessible to elderly persons who have the greatest economic and social need as defined by the Older Americans Act. The Older Americans Act of 1965 defines these terms as follows:
 - "The term 'greatest economic need' means the need resulting from an income level at or below the poverty levels established by the Office of Management and Budget.
 - "The term 'greatest social need' means the need caused by noneconomic factors which include physical and mental disabilities, language barriers, and cultural, social, or geographical isolation including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently."
(Section 2.0, 2. E. of Exhibit I)
- j. If funded, the applicant must maintain accurate monthly records of services provided to older adults under a Department on Aging contract. These records must include the number of persons served by each program or service and the dates on which such services were provided. Submission of monthly reporting must be done in a timely manner.
- k. Applicants must clearly describe how they will seek funds other than those provided by the Department on Aging.
(Appendix 10 to Exhibit I)

6. Center Operations and Maintenance

- a. Operation and maintenance of a senior center consists of performing all tasks necessary to insure the health, safety and comfort of center participants and staff, and the general maintenance of the center's building, grounds and physical plant in accordance with state and local codes. These tasks include, but are not limited to: regular cleaning, lawn care, and snow removal, and the maintenance of all heating, ventilation, air conditioning, plumbing and electrical equipment in accordance with state and local codes and manufacturers' specifications.
- b. The provider must make sure that the senior center is in full compliance with the American Disability Act, that there are no physical or social barriers that would impede frail and disabled seniors from accessing and participating in programs.

- c. Required tasks also include making minor building, landscaping and equipment repairs to the extent that available funding allows consistent with the provision of required programs and services at the center.
- d. The provider must at all times maintain the facility in a condition that meets all state and local fire, health, building, and safety codes, and arrange for the center to be regularly inspected by officials authorized to enforce these codes, including the posting of the emergency evacuation plan for each center in an area where it can be easily seen by staff and members.
- e. Applicants must clearly demonstrate the ability to comply with these requirements before a contract will be executed.
- f. Applicants must provide a copy of a plan providing for the safety of center users in the event of a fire, natural disaster or other life threatening situations. **(Appendix 11 to Exhibit I)**
- g. Applicants must demonstrate knowledge of information and assistance and emergency services. **(Section 2.0, 8. A. of Exhibit I)**
- h. Applicants must maintain minimum insurance coverage determined by the Milwaukee County Risk Manager in the following areas:
 - (1) General liability,
 - (2) Automobile liability,
 - (3) Worker's compensation, including a waiver of subrogation;
 - (4) Employee dishonesty; and
 - (5) Milwaukee County listed as additional insured for both general liability and automobile liability

The Department on Aging will not award a contract unless the applicant secures adequate coverage, as defined by County, and provides certificate(s) of insurance that include all items listed above.

- i. Applicants must maintain property and theft insurance in amounts deemed satisfactory by the Department on Aging on all property and/or equipment purchased with public funds. **(Section 2.0, 6. B. of Exhibit I)**
- j. Applicants are encouraged, with the consent of center users or their representatives, to bring to the attention of appropriate officials conditions that place center users in danger.
- k. Applicants must clearly describe their emergency plan for maintaining the provision of services to older adults through this program in the event of emergency.

- l. Applicants must fill out mandatory incident reports for injury, accident or incidents of crime. Form must be forwarded to the Department on Aging within a 24-hour period. (Attachment to RFP)
- m. All facilities housing programs funded under a Department on Aging contract must meet all state and local fire, health, building and safety codes and be regularly inspected by officials authorized to enforce these codes.

7. Unacceptable Program Activities

- a. Activities that violate the terms of a Department on Aging program contract or these Specification/Guidelines.
- b. Activities unrelated to serving older adult center participants
- c. Activities or policies that inhibit any eligible resident of Milwaukee County from using the center.

8. Eligible Clients

- a. All clients must be 60 years of age or older and live in Milwaukee County.
- b. Priority must be given to older adults having the greatest economic or social need as defined by the Older Americans Act.
- c. Priority for service must be given to current clients of this program. Preference will be given to applicants able to guarantee continuity of equivalent services to current clients of this program. Applicants must clearly describe how they will guarantee continuity of equivalent services to current clients. **(Section 2.0, 2. A. of Exhibit I)**

9. Identification of Clients

Applicants must clearly describe how they will identify and encourage eligible clients to use their center. **(Section 2.0, 2. A. of Exhibit I)**

10. Follow-Up of Client Referrals

- a. Applicants must clearly describe how they will provide follow-up to clients referred for services to other programs to determine:
 - (1) Whether the service was performed to the client's satisfaction;
 - (2) Whether the client requires other services that may be available in the community, e.g. transportation, homemaker

services, and whether these additional services were obtained. **(Section 2.0, 8. A. of Exhibit I)**

- b. All follow-up activities must be documented in the agency's client referral log or other suitable record.

11. Program Personnel, Training and Equipment

- a. Applicants are expected to submit job descriptions, including annual salary and hours worked per week, for all personnel employed in their program. **(Appendix I of Exhibit I)**
- b. Recognition will be given to those programs that will employ Bilingual older adults age 45 or older in the provision or administration of services.
- c. Personnel funded wholly or in part by the Department on Aging must spend a percentage of their time on Department on Aging supported activities equal to the percentage of their compensation paid with Department on Aging funds. If total position paid by Department is for Senior Center, then position shall do their work solely in the Center.
- d. Applicants must clearly indicate how personnel providing services will receive specialized training in the following areas:
 - (1) Awareness of the special needs of older adults.
 - (2) Maintenance of accurate records of services provided under a Department on Aging contract. **(Section 2.0, 3. C. of Exhibit I)**
- e. Applicant centers must be equipped with a first aid kit and blankets.
- f. Applicant centers must be equipped with an adequate number of smoke detectors pursuant to consultation with state or local fire authorities.
- g. As part of on-going training, all program personnel must participate in regular staff meetings to keep informed of overall program activities and developments. Staff shall be offered opportunities to attend training sessions related to older adult issues.
- h. At least one staff person directly involved with program participants must be currently certified in first aid and cardiopulmonary resuscitation. **(Please attach a list of the names of certified staff as Appendix 12 to Exhibit I)**

12. Program Organization

- a. Applicant must clearly show the lines of responsibility within the proposed program and the relationship of the program to its parent agency, if any.
(Appendix 2 to Exhibit I)
- b. Applicants must clearly identify the individual(s) within the Program and/or agency who will be:
 - (1) Solely responsible for the program,
 - (2) Authorized to sign for the agency and the program,
 - (3) Authorized to receive checks for the program,
 - (4) Responsible for fiscal and budgetary matters,
 - (5) Responsible for data reporting and monthly reporting forms,
 - (6) Responsible for handling consumer and clients complaints with respect to program activities.
(Appendix 13 to Exhibit I)
- c. The provider of this service must maintain written records listing all expenditures and all activities funded each month under a Department on Aging contract. The records shall indicate the nature and amount of each expenditure and the nature, frequency, and approximate number of persons served by each activity.

13. Contributions

Applicant must provide Department on Aging clients with the opportunity to make a voluntary contribution toward the cost of the services they receive in accordance with Department on Aging policies. Agency must provide a copy of their contribution policy.

14. Reimbursement

Services provided under this program will be reimbursed on the basis of actual costs as identified in the approved program budget.

15. Billing and Reporting

Using forms provided by the Department on Aging, the provider must submit to the Department by the fifth working day of each month reports indicating the previous month's expenditures and the services provided under this program. All providers will be required to implement the National Aging Program Information System (NAPIS), to fulfill state and federal reporting requirements.

16. Coordination with required trainings, Senior Center Round Table and Latino Aging Network

Applicant agrees to designate staff person(s) who will participate in any training required by the Department on Aging to enhance and update the knowledge base in order to effectively provide service to the older adult. Applicant must

participate in Senior Center Round Table and Latino Aging Network meetings to learn about beneficial information and to collaborate and share with other senior centers countywide.

17. Shared Facilities

If the applicant plans on using the facility for intergenerational activities, it may use Department on Aging funds to support only:

- a. that part of the facility used by older people in intergenerational activities, this will require approval in advance from the Department On Aging contract monitor
- b. a proportionate share of the cost based on the extent of use of the facility by older persons or intergenerational activities, this will require approval in advance from the Department on Aging contract monitor.

*** The contract in this program will be awarded for the period January 1, 2017 to December 31, 2017. At the option of the Department on Aging, and with the agreement of the provider, this contract may be extended annually for one succeeding calendar years without a competitive Request for Proposal. This extension will be contingent on satisfactory performance by the provider, sufficient funding, and approval by the Board of County Supervisors.**

**Section VI-B
2017 Department on Aging
Program Service Guidelines/Specifications**

Service Delivery Guidelines

Applicants for Department on Aging funding to provide **Transportation to United Community Center Senior Center** must comply with and incorporate the following guidelines in their proposed program.

Where indicated in **bold type**, applicants must include a description of how they will meet specific guidelines in the appropriate section(s) of Exhibit I, Description of Proposed Programs and Services.

Should an applicant be chosen to provide Transportation to United Community Center Senior Center, these Guidelines will be incorporated by reference in any contract between the applicant and Milwaukee County and shall serve as requirements for the provision of services under such contract.

1) Program Activities

- a.** Transportation to United Community Center Senior Center offers advance scheduled door-to-door transportation services for mobility impaired older adults to the nutrition, and senior center programming provided by the United Community Center. Transportation to United Community Center Senior Center operates Monday through Friday and limits authorized trips to origins and destinations within Milwaukee County. Services include assisting passengers in boarding and leaving vehicles, aiding passengers in connecting seatbelts, and escorting passengers to and from the vehicle.

The applicant must include a complete written description of how it will provide transportation to the United Community Center Senior Center.

(Section 2.0, Part 2a of Exhibit I)

- b.** Responsibilities of the service provider include, but are not limited to, the following:
- (1) Program administration,
 - (2) Scheduling of client rides,
 - (3) Passenger safety and vehicle maintenance,
 - (4) Maintaining and verifying driver and vehicle licenses,
 - (5) Required safety training, including driver certification in passenger assistance, defensive driving and first aid,
 - (6) Maintaining required client, service and financial records, and
 - (7) All other activities or requirements stated or implied by these Program/Service Guidelines.

c. Applicants must provide written evidence of their ability to provide transportation to United Community Center/Senior Center throughout the contract period and include descriptions of the following:

- (1) Program operations, including the reservation, scheduling, and dispatch functions.
- (2) The age and capacity of vehicles to be used in providing this service, including vehicle make and model year, vehicle identification number and license plate number.
- (3) Schedules of vehicle maintenance, which includes information on how your vehicles are serviced and the degree to which major maintenance and repair occurs "in-house" versus through an outside service.
(Section 2.0, Part 2a of Exhibit I)

d. Applicants must provide copies of the latest HSV (human service vehicle) inspections performed by the Wisconsin Department of Transportation.
(Appendix IX of Exhibit I)

e. Applicants must maintain minimum insurance coverage determined by the Milwaukee County Risk Manager in the following areas:

- (1) Comprehensive general liability insurance,
- (2) Automobile liability insurance,
- (3) Worker's compensation insurance, including a waiver of subrogation
- (4) Crime insurance, including employee dishonesty protection; and
- (5) Milwaukee County listed as additional insured

The Department on Aging will not award a contract unless the applicant secures adequate coverage, as defined by County and provides certificate(s) of insurance that includes all items listed above.

f. Applicants must be willing to conform to all policies, specifications and guidelines relating to Programs in United Community Center/Senior Center, including Transportation to United Community Center/Senior Center, as determined by the Department on Aging and the Milwaukee County Commission on Aging.

2) Program Outcomes:

The 2017 outcome for this agency is that older adults have an increased opportunity for access to Senior Center activities at United Community Center Senior Center. The outcome will be measured by tracking the number of one-way rides provided to participants and by conducting 6-month client satisfaction surveys. The agency will be responsible to provide MCDA Program Coordinator monthly totals of rides for participants and show comparison to the previous year. The outcome will also be measured by the client satisfaction surveys. The agency will be responsible to distribute these surveys as well as have the responsibility to collect and report the data. The long-term outcome of these outputs is that older adults will remain active citizens and will be given the opportunity to maintain their health and ability to live independently in the community. MCDA contract staff will provide technical assistance.

3) Billing and Reporting:

Using forms provided by the Department on Aging, the provider must submit to the Department by the fifth working day of each month reports indicating the previous month's expenditures and the services provided under this program.

The provider should report the number of one-way rides provided each month.

4) Prohibited Activities

The following are prohibited activities:

- a. Activities that violate provisions of the Department on Aging purchase contract.
- b. Transportation of older adults certified as eligible for service under one or more of Family Care, Medical Assistance (Title 19) or Transit Plus.
- c. Transportation outside the boundaries of Milwaukee County.

5) Initiation and Termination of Service

- a. Transportation to United Community Center/Senior Center may begin once Department on Aging staff determines that an older adult is in need of the transportation services offered through the program.
- b. Transportation to United Community Center/Senior Center will end once Department on Aging staff determines an older adult is no longer eligible or when services are available through another resource.

6) Eligible Clients

- a. Clients must be age 60 or older and residents of Milwaukee County.
- b. Clients must be "mobility impaired" and in need of specialized transportation services as determined by the Department on Aging. The phrase "mobility impaired" refers to a person's inability to use conventional means of public transportation for the purposes described in program/service guidelines.
- c. Priority must be given to older persons having the greatest economic and/or social need as defined by the Older Americans Act of 1965, as amended.

Under the Older Americans Act, the term "greatest economic need" refers to needs that result from monthly income at or below the federal poverty level. The term "greatest social need" refers to needs that result from non-economic factors such as (a) physical and mental disabilities, (b) language barriers and (c) cultural, geographic, or social isolation. Factors of economic or social need may restrict the ability of an individual to live independently.

- d. Applicants must clearly describe the efforts they will make to target minority and low income older adults in need of specialized transportation services and refer them to the Department on Aging to determine eligibility.

(Section 2.0, Part 2e of Exhibit I)

7) Program Personnel, Training and Equipment

- a. Applicants must submit a staffing plan, including written job descriptions for each position involved in providing or administering this program. **(Appendix I of Exhibit I)**
- b. Program staff must throughout the term of the contract meet the following training and/or certification requirements:
 - (1) All drivers must be insurable and possess good safety records.
 - (2) All drivers must possess a valid Wisconsin motor vehicle driver's license, a valid Commercial Driver's License (if applicable) and a valid City of Milwaukee public passenger vehicle driver's license.
 - (3) All drivers must complete passenger assistance training, including the special needs of older adults, prior to participation in any Department on Aging transportation contract.
 - (4) All drivers must maintain certification in first aid training. Initial certification must occur prior to participation in any Department on Aging transportation contract.

- (5) All drivers must maintain certification in defensive driving. Initial certification must occur prior to participation in any Department on Aging transportation contract.
- (6) All drivers are urged to obtain certification in cardiopulmonary resuscitation (CPR) and maintain their certification. **(Section 2.0, Part 3c of Exhibit I)**
- c. The service provider must maintain a detailed driver-training log. The log must include the date and duration of each training session, instructor name and topic(s) covered at each session. The log must also include information on licenses held by each driver and their certifications in passenger assistance, defensive driving, first aid and CPR.
- d. While on duty, all drivers must wear forms of identification that contain the following information: (1) the driver's name and (2) the agency name or logo.
- e. Any vehicle operating under contract with the Department on Aging must be licensed as a "human service vehicle" (HSV) as required under Chapter 340 of Wisconsin Statutes. Information regarding human service vehicle licensing is available from the Wisconsin Department of Transportation.
- f. Any vehicle operating under contract with the Department on Aging must meet the requirements of the Wisconsin Administrative Code included in Chapter Trans 301 (Human Service Vehicles), including an annual HSV inspection conducted by the Wisconsin Department of Transportation.
- g. Any vehicle operating under contract with the Department on Aging must have standard safety equipment and include: (1) seat belts for each passenger and (2) special steps or ramps to aid passengers in boarding and leaving the vehicle. Each step or ramp must be of a design that is reasonable for persons of limited mobility to negotiate.
- h. Any vehicle operating under contract with the Department on Aging must obtain a City of Milwaukee public passenger vehicle permit as required under Chapter 100 of the Milwaukee Code of Ordinances. Official application for public passenger vehicle permits must be filed with the City Clerk, be reviewed by the Utilities and Licensing Committee and approved by the Milwaukee Common Council. Vehicles operated for the transportation of elderly and handicapped persons, and licensed as human service vehicles under Chapter 340 of Wisconsin Statutes, may be exempt from the public passenger vehicle permit requirement. Contact the Office of the City Clerk for further information.
- i. Any transportation company operating with Department on Aging funds must display a corporate name and/or logo on the exterior of the vehicle.

8) Program Organization

- a. Applicants must show the agency's organizational structure and how it will relate to the administration of this program.
- b. Applicants must identify the individual(s) within the contract agency who will be:
 - (1) Solely responsible for the program.
 - (2) Authorized to sign for the program.
 - (3) Authorized to receive checks for the program.
 - (4) Responsible for fiscal and budgetary matters.
 - (5) Responsible for data collection, analysis and completion of reporting forms.
 - (6) Responsible for internal monitoring of the program.
 - (7) Responsible for responding to client concerns regarding service quality.

(Appendix X of Exhibit I)

- c. Applicants must clearly describe an emergency plan for maintaining the provision of services to older adults. Include provisions for staff absenteeism, vehicle breakdowns and severe weather.

9) Communication and Maintenance

- a. Applicants must be able to communicate with vehicles by two-way radio to assure prompt and efficient service.
- b. Applicants must maintain vehicles used to transport older adults according to manufacturers' specifications. Maintenance should take place on a scheduled basis, with detailed records kept to document the work done on each vehicle.

10) Contributions

- a. Applicants must provide written evidence of the ability to solicit, collect and record voluntary client contributions. The evidence must include a clear description of the handling and reconciliation of cash contributions. Procedures must be in accord with Department on Aging policies.
- b. Contributions must be voluntary, confidential and related to the cost of the services provided. Solicitation of voluntary contributions must always respect the dignity and confidentiality of older adults. Contributions are voluntary and under absolutely no circumstances will availability of service depend on the client making

a contribution. If the applicant agency plans to solicit contributions, include an example of such appeal letter as **Appendix VII**.

- c. Clients deposit contributions directly into a locked box. The locked box must be clearly labeled and securely mounted inside the vehicle. Under no circumstances should a driver handle client contributions.
- d. All client contributions, including those mailed to the agency, must be clearly recorded and deposited in a bank account no less than weekly and more often whenever possible. The service provider must acknowledge all contributions mailed to the agency.
- e. **Client** contributions will be used to provide additional services.
- f. Under absolutely no circumstances may drivers solicit or accept gratuities.

11) **Outcomes**

The applicant agency agrees to collaborate with the Department in identifying outcomes, determining outcome measures, and collecting outcome data.

12) **Service Reimbursement**

Service provided under the Transportation to United Community Center Senior Center and ancillary to Programs in United Community Center Senior Center will be reimbursed on the basis of component costs as identified in the program budget and reported each month.

*** The contract in this program will be awarded for the period January 1, 2017 to December 31, 2017. Should the program be eligible for Administrative Renewal, any contract extension will be contingent upon satisfactory performance of the service provider, the willingness of the provider to extend the contract, the inclusion of sufficient funding in the Adopted County Budget for the year the contract was extended, and authorization by the Milwaukee County Board of Supervisors and/or County Executive.**

**Section VI
2017 MCDA
PROGRAM SPECIFICATIONS/GUIDELINES
NUTRITION SITE SUPERVISION SERVICES**

Service Delivery Guidelines

Applicants for Milwaukee County Department on Aging (MCDA) funding to provide **Programs and Nutrition Site Supervision Services for the Milwaukee County's Senior Meal Program's sites** must comply with and incorporate within program operations the following service specifications and guidelines. Applicants must include a description along with measurable objectives and outcomes of how they will meet specific guidelines, program activities, and provider responsibilities in the indicated section(s) of **Exhibit I, Description of Proposed Programs and Services**.

Program Description

The Senior Meal Program provides hot nutritious meals to groups of eligible older adults in community settings throughout Milwaukee County. The intended purpose of the program is to improve participants' lives by providing healthy meals, and by providing opportunities for social, educational and recreational activities. These community settings are generally within senior centers, elderly housing complexes and churches. These facilities act as hosts for the program through established memorandums of agreement with MCDA. The contracted service provider must act as a liaison between the management of these facilities and the MCDA, but is not responsible for the associated operational costs of these host facilities. For the meals, caterers provide food and supplies to the dining locations through established contracts with MCDA. The contracted service provider must act as a liaison between MCDA and the caterers, but are not responsible for the costs of the food and supplies for the meal service.

The MCDA is seeking proposals from Service Provider Agencies that will function under the authority of MCDA's overall policy decisions, and that will meet or exceed the required services for the participants in the meal program as outlined within these Program Specifications/Guidelines for Nutrition Site Supervision Services.

Site allocations are solely at the discretion of MCDA, and it is the intent of MCDA to contract with one agency for site supervision services at the following selected site(s).

One agency will be selected to manage one (1) site---

United Community Center

This site will be managed 7 days per week using the Program Specifications/Guidelines for Nutrition Site Supervision Services. Ethnic meals will be provided minimally three days per week. Meals must be provided and prepared according to the attached catering and meal pattern specifications. Menus for this location need prior approval from the Senior Meal Program Director for compliance with the Older American Act and specific meal pattern requirements.

Menus must be submitted to MCDA 6 weeks in advance. Separate reimbursement for the meals will be made monthly through a Purchase of Service/Unit Rate contract with MCDA. A separate budget is to be submitted for the catering component of this contract. Lunch is served at 12:00 P.M.

Program activities which the applicants must provide include, but are not limited to site management, food service, social service activities, special events, record keeping and program data information collection and compilation, advocacy, and site monitoring.

1. Program Activities

A. Food Service General

Nutrition sites must be open for meal service five (5) days per week, fifty-two weeks per year, except for on major Holidays. Occasionally, individual sites may close if a conflict arises with the facility that hosts the site. The goal for dining sites is to average 50 diners days of operation. MCDA is willing to negotiate new days of operation for sites that are struggling to get participants on given days providing food is still made available to these participants in other ways; bag lunches, frozen meals, etc. Notification to MCDA and the caterer is required using the forms provided by MCDA. All sites are to serve lunch at 11:30 a.m. on a normal basis unless another time is agreed upon with MCDA.

1. Food for all meal sites shall be “bid” according to the policies and procedures of the Procurement Division of the Milwaukee County Department of Administration. Awards will be made to those food caterers who meet the standards and specifications according to Milwaukee County procedures and policies. Meals shall adhere to the specifications developed by Milwaukee County. All meals served must provide a minimum of one-third of the recommended daily allowance for adults. All meals must be prepared in accordance with the menus developed by the Milwaukee County Senior Meal Program Director.

B. Food Service Responsibilities of Provider(s)

1. Maintain the Senior Meal Program’s standard reservation system.
2. Follow the Policy and Procedure manual provided by MCDA.
3. Maintain choice of menus, milk, and diabetic dessert options at all nutrition sites.
4. Order meals to ensure that there will be no over-ordering of meals, and ensure that meals ordered from the caterer match the reservation sheet counts.

5. Meals may be under-ordered based upon actual experience that includes excessive leftover meals due to high no-shows.
6. Ensure that meals ordered reconcile with the daily reservation sheets.
7. Ensure that each site's daily reservation sheets are reconciled with that site's Daily Activity Reports and the meals-ordered records.
8. On a daily basis, monitor quality, quantities, temperatures and timing of meals provided by caterers to ensure adherence to Milwaukee County standards and specifications with the caterer.
9. On a daily basis, monitor portion control to ensure that requirements of the Older American's Act and MCDA are met.
10. On a daily basis, monitor sites for adherence to and maintenance of all health policies and sanitation practices as specified by City of Milwaukee Health Department and/or Municipal Health Departments, and State of Wisconsin Dept. of Health and Family Services, Bureau of Aging.
11. On a daily basis, monitor serving of meals to ensure portion control and sanitary and aesthetically pleasing service.
12. Resolve directly with the caterer any daily catering problems as they occur, such as shortages, food and supply problems, insufficient temperatures, inadequate portions, late delivery of meals, improper delivery of meals, poor quality of meals, etc.
13. All meals that are delivered by MCDA designated caterers to the Provider's sites shall be billed directly by the caterers to the MCDA, Senior Meal Program, at up to the approved bid price for each payable meal. (Providing that the number of meals served does not exceed the money allocated for meals in the federal grant and budget.) The cost of meals under this agreement shall not exceed the actual price of meals as determined by bid. Providers are required to report the totals for meals served as well as amounts ordered, received and payable when completing the Daily Activity Reports. MCDA reviews these reports to reconcile the numbers on the invoice received from the caterer(s).
14. Providers shall advise the MCDA Senior Meal Program Director of daily problems as they occur through documentation on the Weekly Activity Reports; emergency or unusual situations require immediate notification to the MCDA to assist in resolutions.
15. Under this agreement, providers shall serve one meal a day per person at the community sites.

16. All receipts, records and invoices for food ordered by the Providers shall be made available upon request for review and verification of authenticity by the Milwaukee County auditor and/or MCDA staff.
17. Providers and their employees shall comply with all federal, state and local laws and regulations governing licensing as required by law; and shall post such licenses, permits and cards in a prominent place within the meal service areas, as required.
18. In the event that the caterer(s) fail to deliver according to their specifications any meal or meals or other food, as agreed upon, Providers shall have the authority on their own and with their own monies, to procure comparable meals or foods elsewhere (that meet 1/3 of the RDA), and directly charge to their caterers the cost of such replacement meal or meals or other food, plus any expenses incurred by the Providers in procuring such replacement meal or meals or other food. The MCDA Senior Meal Program Director is to be made aware of this type of incident through immediate notification.
19. Providers shall maintain such records, supported by invoices, reservation sheets, daily activity reports, catering receipts, etc. as the County will need to meet its responsibilities under the Commodity Agreement and Federal and State reporting requirements.
20. The books and records of the Providers shall be maintained for a period of four (4) years and shall be available for inspection and audit by representatives of the Department of Public Instruction, the USDA and the General Accounting Office at any reasonable time and place.
21. Providers shall advise the MCDA Senior Meal Program Director, and their caterers at least two weeks in advance, of any site closings or changes in normal site procedures or operations. MCDA's Site Closing Forms must be completed.
22. Providers shall indemnify and hold harmless the County against any loss or damage (including attorney's fees and other cost of litigation) caused by the negligent acts or omissions of the Providers agents or employees.

C. Service and Program Activity Responsibilities of Provider

1. The following programming ideas are strongly recommended to be provided at nutrition sites. If the Senior Meal Program is located within a facility or Senior Center that is already conducting presentations, classes and activities, the Service Provider should actively coordinate with the Center's Activity Director to invite diners to participate in the scheduled programs. Activities promoted to diners should most often be those that are free of any charges and would not interrupt diners while they are actually eating their lunches. Activities that require collections of small fees for supplies etc., could be

advertised or implemented with diners, as long as none are pressured to participate, or otherwise, often left out of activities because of the lack of ability to pay. Occasional fund raising events like craft sales may take place if the diners wish to initiate these events to create funding for special parties, decorations or events. Service Provider's would be responsible for collecting, securing, documenting and banking all funds within their own accounting systems and bank and then report total funds collected on the monthly expenditure report to MCDA. Social activities need to be of interest to the participants and enhance meal site participation. Consideration should be made based on the needs of the participants at each particular site.

MCDA is strongly committed to the nutritional effectiveness and social benefits of the program. Services provided should include but are not be limited to:

- (a) Recreational and social activities
- (b) Educational programming (health and well-being, educational presentations, etc.)
- (c) Health screenings; exercise and weight-training programs
- (d) Benefit specialists assistance and legal counseling
- (e) Arranging bus trips/outings/picnics/special events/dances
- (f) Nutrition education is mandatory quarterly at a dining site
- (g) Nutrition counseling
- (h) Information and referral
- (i) Advocacy for Seniors
- (j) Marketing/Outreach Activities to increase participation
- (k) Innovative Programs to attract new participants
- (l) Other services to enhance the nutrition, health and well-being and lives of the older adult participants served in the program and reduce their isolation.

2. In addition to programming as specified in item #1 above, the provider should conduct annual assessments of their individual meal site(s), which should include: evaluating the community environment and meal site program areas requiring improvement; developing/continuing short and long term plans to enhance meal site participation; and assessing the long term viability of the meal site. Specific recommendations and achievements should be submitted to the MCDA Nutrition Coordinator in an end of the year annual report format if requested by the SMP Director.

3. For-profit agencies, organizations, groups, and sales personnel should not usually be used for programming. For example, nutrition program participants cannot be charged a fee to attend any activities or programs. Products or services cannot be sold to diners during the operational hours of the program. Programs need to be educational in nature, and only business cards/flyers can be provided to participants, afterwards. Presentations need to be carefully scrutinized to ensure the safety and security of the participants. Outside organizations that provide speakers or activities at the sites should be sought out, and should generally be those types of organizations that are not- for profit, providing free information to older adults as a part of their mission.

4. A reasonable number of program related items such as small pieces of equipment, materials, decorations, plastic tablecloths, books, games, brochures etc., may be budgeted per site with contract funds within reasonable limits and the funds available. These would be allowable as site programming and activity enhancements to attract diners to the sites and aid in promoting education or socialization. **(Include descriptions in Section 2.0 of Exhibit 1 and 4.0 Budget Summary)**

5. From the recommended list of services, a through l, Service Providers must design and implement a sufficient number of programs and activities that will address the nutrition, health, social needs, and well being of the older adult participants. Participants should play an active role in suggesting topics and times desired. The provider should collaborate with other nutrition site providers and encourage collaboration amongst sites they oversee, in order to share ideas, speakers and schedules. For example, a joint picnic, involving 2 or more sites may be feasible. Programs should encourage participants' independence, health and well being by giving them the information needed by older adults. **Provide within this proposal, at minimum, a list of six (6) service areas and descriptions of topic ideas for each area and a tentative schedule for implementation. For meal sites that are within facilities that already have many activities planned, please indicate how diners will be actively invited to participate.** Emphasis should be placed on those service areas that promote socialization, increase nutrition education, and increase participation. Responses to **Program Goals and Objectives** (to be included in Section 2.0 of Exhibit 1) will be examined for specific objectives and outcomes that promote and address these areas. Service Providers will be required to submit a monthly report (forms are provided by MCDA) and need to document daily activities on the Daily Activity Report.

6. Plan and coordinate all programming at sites including the scheduling of speakers, room arrangements, etc.

7. Coordinate these activities, when appropriate, with Senior Center personnel.

8. Monitor and track services and activities for reporting purposes.

9. Refer to the Nutrition Council By-Laws (provided by MCDA) and hold bi-annual elections for Nutrition Council representatives and alternates at each site. Provide a written list with names, addresses and phone numbers of representatives for each site to the MCDA. Service Provider and elected representatives should regularly attend quarterly Nutrition Council meetings as implemented by MCDA. Service Provider is to implement quarterly Site Council meetings at each individual site by assisting the Site representatives in planning and scheduling such meetings in order to report on Nutrition Council activities to site participants. Attendance logs should be maintained by the Service Provider, but minutes are not required.

10. Be actively involved in the activities and advocacy efforts of the Milwaukee County Commission on Aging.

D. Special Events

In addition to having on-going social services (detailed in C above) as part of a broad spectrum of services provided for the older adult participants in the Senior Meal Program Community Sites, there may be special events initiated by the Milwaukee County MCDA that may include:

- (1) Special Theme Meals
- (2) Ethnic Fests
- (3) Volunteer Recognition Dinner
- (4) Nutrition Programs provided by UW Extension
- (5) Collaboration with local colleges such as MATC and Mt Mary University in the provision of nutritional support on site through education and training
- (6) Assistance in Community Supplemental Food Program, Reach Food Service Program and Farmers Market Vouchers
- (7) Talent Scouts for Annual MCDA Golden Idol Contest

Providers shall provide supervision services as needed for all appropriate events. Providers and MCDA shall work together to develop a plan that will best meet the conditions of each event to ensure that the older adult participants receive the best possible service. In addition, MCDA will assist in any special event endeavor where appropriate.

E. Site Management

1. Service Providers must manage their sites to ensure that there is on-site supervision at their specified nutrition site(s) during the hours of operation. Currently, the memorandum of agreements with host facilities allow a 4-hour time span for operations of the Senior Meal Program within their buildings. Depending on the delivery time from the caterer, some sites are currently operating from 9:00 a.m. to 1:00 p.m., and others from 9:30 a.m. to 1:30 p.m. The Service Provider must ensure that some type of on-site supervision is provided starting from the time of delivery until lunch is over and meal counts for the next day are called in to the caterer. Some sites could operate for only 3 hours per day. For example, from 9:30 to 12:30 - if food is received at 9:30, lunch is served at 11:30 and the meal count is called in to the caterer no later than by 12:30. Service Providers must clearly state within their proposals their intentions for hours of operation for each site. The Service Providers management must also conduct training, monitoring, evaluation, banking, and record keeping for each site that would require time outside of the normal hours of operation.

2. Service Providers management are responsible for ensuring that contributions are deposited in a MCDA designated bank account. Deposits to the bank must be made minimally weekly. If unforeseeable circumstances prevent banking during the week, an explanation must be written on the Friday Daily Activity Report. Agencies are responsible to ensure that the locked cash boxes will be secured overnight in a safe kept in a locked closet, office or storage room at the site. Safes are to be purchased by the Service Provider. Locked cabinets on the host facility premises and belonging to the host facility also may be used if the Service Providers staff are the only ones with access to such a cabinet. Otherwise, locked

cabinets may be purchased by the Service Provider to be used for their own purposes at the facility.

When going to the bank, the teller will open the cash box with a key kept at the bank. The checks and monies should be counted by the bank employee and viewed and verified by the Service Provider. The deposit slip should be completed by the bank employee and then validated to indicate the deposit amount. After the deposit, the teller is to lock the cash box and then give it to the Service Provider along with one (1) duplicate copy of the deposit slip and one (1) deposit receipt. The Service Provider is responsible to check that the validated deposit amount matches the written recorded deposit amount before leaving the bank. The Service Provider is to record the deposit amount on the Weekly Activity Report on the Same Date that the deposit slip is validated. A copy of the deposit slip and receipt are to be provided with the Weekly Activity Report submitted to MCDA on Monday. The Service Provider is to keep the receipt with their copy of the Weekly Activity Reports. MCDA will provide letters and cash box keys for Service Providers to take to various bank branches when starting at new bank branches or changing boxes from one bank branch to another.

3. Act as a liaison between the hosting facilities, caterers, the nutrition sites and the Commission on Aging/MCDA.
4. To be responsible for regular care and cleaning of all equipment, ovens, counters, storage and serving areas; clearing of tables; and the cleaning of tables, chairs and benches. Foodservice equipment is provided by MCDA, such as carts, scales, thermometers, cash boxes, heating units or stoves, and hot and cold holding equipment as needed. MCDA will also pay for these replacements and/or repairs if needed. Tables, chairs, coat racks, desks and other such room items are provided by the host facilities.
5. To provide accurate daily, weekly, monthly, quarterly and other reports which detail program activity and to implement the National Aging Program Information System (NAPIS), all of which are needed to fulfill federal, state and local reporting requirements.
6. To meet with the Senior Meal Program Director when scheduled to plan and review program activities. These activities would include but not be limited to:
 - (a) Problem identification and resolution
 - (b) Review of options, outreach and marketing
 - (c) Administrative policy review and updates
 - (d) Possible planning of programs and special activities
 - (e) Menu Planning
 - (f) Meeting with other Service Providers/Caterers
 - (g) Attending Nutrition Council meetings

2. Unacceptable Program Activities

Unacceptable program activities include providing services that do not meet all specifications detailed within the Site Supervision Program Specifications/Guidelines.

3. Program Goals and Objectives

Applicants must specify **measurable program objectives** and the **methods** and **time frame** to achieve objectives. They must relate to the proposed program and services. The methods must specify the operational or quantitative steps to accomplish the objectives and measure them. The time frame should indicate when the objectives would be completed. Program objectives should be related to the service areas previously listed. **(Include in Section 2.0 of Exhibit 1)**

4. Program Outcomes

MCDA is strongly committed to administering a Senior Meal Program that is nutritionally effective, attracts increased participation and provides optimal social and educational opportunities for older adults. **Measurable Outcome studies for each nutrition site must be conducted to show that the Service Provider is working towards this goal. At least one item (#1, #2, #3 or #4) must be selected to be implemented. (Include in Section 2.0 of Exhibit 1)**

1. **Nutrition Effectiveness:** The nutritional effectiveness of the congregate nutrition program can be measured by evaluating the nutrition surveys completed at registration. Anyone with a score of 6 or higher is considered to be “at high risk” nutritionally. Participants with scores of 6 or higher can be tracked and then asked to take the same survey after participating on the program for at least 3 to 4 months. When a participant first signs up, nutrition education materials related to the questions that “earned points” should be provided. Participants’ “before and after” scores can be compared and a report should be written to evaluate if the nutrition program may have had some positive effect on lowering any nutrition scores.
2. **Nutrition Education:** The nutritional effectiveness of the program could be measured by evaluating nutritional knowledge and attitudes before and after a presentation on a basic nutrition education topic. Professional staff of the Service Provider or a Nutrition Educator from an outside agency could conduct the presentations. The Service Provider should develop a simple 3 to 4 question quiz to be given to participants before and then after the presentation. After each site has had the presentations, the “before and after” quizzes should be compared by site. Nutrition resources and educational materials should be approved and/or obtained by the MCDA SMP Director if the Service Provider plans to offer these classes. These classes need to be held minimally on a quarterly basis. The date, number of attendees, and subject matter must be reported to MCDA along with the unit of services entered into SAMS by United Community Center Personnel.
3. **Consumer Relations & Client Satisfaction Survey:** An increase in participation and socialization at the nutrition sites could be measured by establishing a group of volunteers at each nutrition site to form a welcoming committee. Members of the committee could create a schedule to pair up any

new participants and orientate them to the site and introduce them to others. Some type of invitation, welcoming letter or “gift” could be extended to the new diner encouraging them to come back. Those diners that return to eat “regularly” at the site over the following 3-4 months should be tracked and counted. They should also be surveyed as to why they returned and asked what activities they participate in or friends they have made because of the program, etc. Also, Service Providers may develop a similar-type of outcome project on their own after obtaining approval from the SMP Director.

- 4. Meal Site Assessment: Meal Site Outreach/Viability Assessment:** The provider should continue to work on and develop plans for each meal site which would require an environmental scan, assessment of community needs and the respective meal site’s function in the community, and recommendations regarding the long term goals and roles of the meal site. Provider should also address marketing issues, unique characteristics of the meal site and program development options.

Outcome Reports:

Using the format provided by MCDA, a report on the completion of the outcomes (or progress being made) must be submitted to MCDA by July 1st of the contract year, if the Service Provider is due for an assessment by MCDA. If not, the Service Provider must turn in the final outcome report by the end of the contract year.

4. Personnel

A. General

1. MCDA expects that the Service Provider will submit a **staffing plan** in a **detailed narrative format** that will provide for management, on-site supervision and volunteers utilizing persons trained in food service and aging issues. Persons working in the Senior Meal Program should have experience working with and providing activities for older adults. Applicants must submit a staffing plan, **(Include on Form 3.0 and Form 3.1 in Exhibit 1)** including the job descriptions **(Include in Appendix 1 of Exhibit 1)** for each position involved in the Senior Meal Program receiving full or partial MCDA funds. Applicants must also submit copies of their most recent Personnel Policy Manuals. **(Include as an Appendix of Exhibit 1)**. An organization chart for the program staff and how the staff also relates to the rest of the agency must be submitted. **(Include in Appendix of Exhibit 1)**. As the nutrition sites will only operate from 3 to 4 hours a day, a creative staffing plan that includes use of Senior Center staff, volunteers, on-site supervision staff, part-time professionals and/or part-time office staff could be planned. All job roles must be clearly defined and time requirements must be explained in detail within the narrative of the proposal as well as listed on forms 3.0 and 3.1. Full-time management positions can be planned in, but only for those contracts with multiple sites.
2. Recognition will be given to those programs which will employ older adults age 45 or over in the provision of services.

3. Personnel funded wholly or in part by the MCDA must spend a percentage of their time on contract related activities equal to the percentage of their compensation paid with MCDA funds.
4. Supervision of Site Supervision professional, clerical and supervisory staff must be provided within the structure of the agency. **(Applicants must detail this structure).**
5. Providers shall advise the MCDA Senior Meal Program Director of all personnel changes as they occur.
6. In the event there is a change and/or a transition of providers, every effort should be made to retain current employees. Include within this proposal any plans for implementing this suggestion if applicable.
7. Volunteers are a vital part of the success of this program. Recognition will be given to those programs that have the ability to successfully recruit volunteers to assist the site supervisor at each site. A list of reliable Volunteers should also be recruited as site-substitutes that could be paid when called. Recruitment of Senior Aides paid through the Title V should also be considered as a valuable resource to tap for assistance at the sites. Include within the proposal any plans regarding implementation of this suggestion.
8. MCDA grant funds used to pay for any number of employee benefits and salary levels that will fit within the annual funding available. Service Provider's can present within their proposal their own levels of pay and benefit packages for full and part-time employees as their own Agency policies dictate.
9. Before hire or at least after training and probationary periods, personnel providing supervision at nutrition sites must have Restaurant Managers Certification granted through the State of WI or equivalent training as offered through the State of WI Senior Meal program office. These classes and fees may be paid out of MCDA grant funds for training purposes. Staff time while attending course may also be paid out of MCDA grant funds.
10. Mileage may be paid out of MCDA grant funds when supervision staff are required to attend agency sponsored trainings or the annual nutrition site supervisors training.

B. Professional Personnel

1. The Program Manager of a site supervision contract should have a college degree and experience working with older adults or experience working in health and human services. A combination of other education and experience may be substituted. Registered Dietitians with management and community programming experience would also have the ability to manage the programmatic and nutritional aspects of the Senior Meal Program.

2. Must possess a valid Wisconsin driver's license, must be insured, and must be willing to use own car. Mileage may be paid out of MCDA grant funds only when management is performing official duties related to the Senior Meal Program.
3. Before hire or at least after training and probationary periods, personnel providing management for the Service Provider and oversight of the meal sites must have Restaurant Managers Certification granted through the State of WI with fees paid for out of the MCDA grant for training and conference purposes. An alternative training for food safety and sanitation and testing may also be offered through materials from the State of WI Senior Meal Program and may be received through contacting MCDA.

C. Site Supervisors

On-Site Supervisors must be directly supervised by provider's management staff including they are certified/re-certified in safe food handling and sanitation training.

1. Site Supervisor personnel should have previous food service experience; be knowledgeable in safe and sanitary food techniques and food handling; must be able to maintain records and reports; must be able to work cooperatively, effectively and courteously with older adults, the general public, elected officials and other site visitors.
2. All Site Supervisors that have been hired and have completed their probationary period are also required to complete the certification course/test for food safety and sanitation, or an equivalent as offered by the State of WI Senior Meal Program.
3. Sites may have occasional substitutes that cover shifts at the meal site. These may be Senior Center staff, volunteers, senior aides or paid "volunteers". These substitutes must have appropriate training and oversight from management of the Service Provider in order to complete their shifts as assigned.

Training

- A. All direct program personnel must attend a minimum of six (6) to eight (8) hours per year of formalized in-service training programs that will be mandated by the MCDA. Attendance is mandatory and personnel must be paid for that time, along with mileage as appropriate.
- B. Provider may schedule other appropriate formalized training for direct program personnel. Such training is to be of specific content and meet specific objectives that pertain to the Senior Meal Program. The SMP Director must be consulted prior to training opportunities, if the Service Provider is not certain that the training pertains to the objectives of the SMP. Ongoing training is to include food safety, sanitation and basic nutrition fundamentals as well as health and related topics on aging.

C. A training log must be kept of in-service training. The log must contain the topics of the training sessions, the date, the name and qualifications of the trainer, the names of the persons attending the training, and the duration of the training.

6. Travel

Any approved travel under this contract shall be at tourist, coach fares, or less than first class unless itinerary or non-availability dictates otherwise. Expenses charged for travel shall not exceed those that have been planned in the budget.

7. Program Organization

1. **In Appendix of Exhibit 1**, applicants must clearly show the lines of responsibility within the proposed program and the relationship of the program to its parent agency. Applicants must submit an organization chart that delineates those lines of responsibility.
2. Applicants must clearly identify the individual within the program and/or agency who will be:
 - (a) Solely responsible for overall administration of the program;
 - (b) Authorized to sign for the agency and the program;
 - (c) Authorized to receive checks for the program;
 - (d) Responsible for fiscal and budgetary matters;
 - (e) Responsible for data reporting and monthly reporting forms;
 - (f) Responsible for internal monitoring of the program;
 - (g) Responsible for handling consumer and client complaints with respect to program activities;
 - (h) Responsible for the collection, tabulation, recording and depositing of client contributions.

8. Other Program Requirements

Applicants must clearly describe their emergency plan for maintaining the provision of services to older adults through this program in the event of emergency. **(Include in Appendix in Exhibit 1)**

9. Contributions (Include in Section 2.0 in Exhibit 1)

1. Providers agree to provide program users receiving services under this agreement the opportunity to contribute to all or part of the costs of the services provided, on a daily, weekly or monthly basis, in accordance with prevailing MCDA policy. Contributions must be collected in locked cash boxes that will be provided by the MCDA. The collection of the contributions will be done in such fashion as to protect the confidentiality of the contributor(s), as much as possible, and protect the security of the moneys collected. Checks can be made out to the Milw. Co. Senior Meal Program.
2. It is the responsibility of the provider's employee (the site supervisor) to bank the collected contributions at a prearranged banking facility according to the policy approved by MCDA.

3. It is the responsibility of the Service Provider management to properly encourage and solicit donations according to MCDA policies through campaigns, posters, brochures and verbal reminders.

10. Applicant Requirements

All applicants must have as a minimum, the capabilities listed herein, and the proposal submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.

- A. The successful applicants must operate out of his/her facilities located within the geographical boundary of Milwaukee County with offices situated in a location readily accessible.
- B. The successful applicants shall be equipped with all necessary furnishings, office equipment, supplies, and related items necessary to conduct operations to fulfill the contract requirements.
- C. The successful applicants must have trained personnel to perform the requirements of this proposal.
- D. The successful applicants must have written personnel policies, which conform to local, state, federal, and other prevailing legislation regarding employment in publicly funded programs.
- E. The successful applicants must have written fiscal policies that conform to local, state, federal and other prevailing legislation and requirements.
- F. The successful applicants must have the ability to maintain all participant and program records. Applicants must submit monthly reports to the MCDA by the fifth working day of the following month.

11. Billings and Reporting

This program will be funded as a Grant Contract where the provider is only reimbursed for the actual expenses incurred in operating the program and providing the service for which the contract has been awarded.

- A. Providers must submit to the MCDA a monthly invoice for services provided along with the Service Report by the fifth working day of the following month. The monthly invoice for services needs to have original documentation for all reported expenses to be kept on file with the agency. This includes but is not limited to payroll records detailing hours worked during the month, the rate of compensation, fringe benefits, etc., along with detail of any and all “indirect” or “administrative” costs. The MCDA Nutrition Coordinator will have a right to inspect

these documents at any reasonable time.

- B. Providers must ensure that all the Weekly Activity Reports are submitted weekly to MCDA the following Monday. If the month ends mid week, these reports need to be submitted to MCDA by Friday of the same week. Catering invoices will not be processed until Weekly Activity Reports are reconciled against caterer's meal counts.
- C. Providers are required to implement the National Aging Program Information System (NAPIS) to fulfill state and federal reporting requirements. This would include providing **monthly** individual meal counts for SAMS and quarterly Nutrition Education units of service. Failure to submit on a monthly basis will result in the delay of program reimbursements.
- D. Providers are required to provide monthly documentation on program activities as directed by MCDA.
- E. Providers are required to use the forms and/or format as directed or provided by the MCDA for the weekly, monthly, quarterly and yearly reports required. The reports required will be determined by the MCDA and include reports such as monthly volunteers and service hours, on site inspection reports, registration and annual re-registration forms, carry out meal authorization forms, menus one month in advance, site closing reports, etc.

12. Criteria for Selection of Agencies

Agencies wishing to be considered as applicants for MCDA funding to provide Site Supervision Services to Milwaukee County Nutrition sites must meet the following criteria:

- A. To be eligible to provide services under this program, applicants must be legally incorporated under the laws of the State of Wisconsin and have as its primary purpose or business, the provision of services to older persons.
- B. Applicant agencies should have an established track record of providing quality services to Milwaukee County residents. Preference will be given to applicants with an established track record of providing Site Supervision services to older adults.
- C. Applicants must have the capacity to directly provide for the program activities included in the Site Supervision Program/Specification Guidelines. Applicants who intend to subcontract for any of the listed program activities must declare their intent to do so in their application and must receive express

approval from the MCDA before entering into contractual agreements for such purposes.

- D. Preference will be given to those applicants that are deemed as having the appropriate administrative abilities to manage the corresponding number of nutrition sites as applied for.
- E. During the term of this contract, site supervision agencies and their staff shall not be meal providers or employed as catering staff, if the caterer is on site. Site supervision agencies and their staff must act as separate monitors of the caterer for the Senior Meal Program to insure that quality is not compromised; and that reports are accurate as to the number of the meals ordered and served; and that the total number of meals billed to the MCDA is correct.
- F. Program Managers of applicants **must** have access to a fax machine, computer hardware, printers and software programs such as Microsoft Excel and Word; and **must** have the capability to receive and submit communications and reports via e-Mail with the MCDA. **Include within the proposal a list of the above mentioned items.**

13. Response Preparation and Submission

- A. Failure by an applicant to respond to a specific requirement will be the basis for elimination for consideration during the County's comparative evaluation. Milwaukee County reserves the right to accept or reject any (or all) proposals.
- B. Applicants may be required to make an oral presentation and answer questions to clarify his/her proposal. In addition, an on-site inspection of applicant(s) facilities may be made prior to award in order for the County to determine if the contractor is fully capable of providing the services described herein.
- C. If, during the evaluation process, the County is unable to assure itself of an applicant's ability to perform under the contract if awarded, the County has the option of requesting from the applicant any information, which the County deems necessary to determine the applicant capabilities. If such information is required, the applicant will be so notified and will be permitted five working days to submit the information required.
- D. If the information submitted by an applicant, or available from other sources, is insufficient to satisfy the County as to the applicant's ability, the County may ask for additional information or reject the proposal and select another proposal from the responsible applicants. The County's determination of an applicant's abilities, for the purposes of this request shall be final.

14. References

Each applicant must include in his or her proposal, a list of three (3) references that will substantiate their ability to provide the administrative and service needs detailed herein.

15. Provider Information

Applicants are to provide such information and detail about their agency as to provide Milwaukee County with the broadest perspective. This information is to include but not be limited to such factors as length of time in operation, professional qualifications, professional memberships, etc.

16. Termination of Purchased Services

- A. The provider may discontinue providing purchased services during the course of this agreement for any reasons, provided thirty (30) days' advance written notice is furnished to the Department.
- B. With thirty (30) days notice, the Department may discontinue purchasing services from the provider during the course of this agreement when for good and sufficient reason, the Department determines that the provider is not providing the type and quality of purchased service specified within this agreement. Written notice by certified mail to the provider is required by the Department prior to a discontinuance of purchased services.
- C. It is expressly understood and agreed that the parties' rights and obligations hereunder are conditional upon securing the approval and funding of the necessary local, state, and federal authorities for the purchase by the Department of the purchased services herein above specified. It is further understood and agreed that in the event that funding or reimbursement to the Department from local, state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase by the Department of the indicated quantity of purchased services, the obligations of each party hereunder shall be terminated forthwith upon written notice to the provider by the Department, provided that any termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

17. Reduction of Purchase Services

In the event it becomes necessary to reduce the days of operation of the congregate sites because of budgetary restraints, corresponding reductions may be made in personnel services for both site supervision staff, as well as administrative staff of the contract agency.

18. Contract

The contract for this service will consist of the Purchase Agreement, (the standard MCDA Purchase Agreement Contract), along with any attachments deemed

necessary for implementation of the site supervision services.

19. Contract Extensions

A contract in the Site Supervision Services Program will be awarded for the period of January 1, 2017 to December 31, 2017. At the option of the Department on Aging, and with agreement of the Provider, this contract may be extended for the following year without Request for Proposal. This extension will be contingent upon satisfactory performance by the service provider, sufficient funding, and approval by the Milwaukee County Board of Supervisors.

20. Insurance

Applicants must maintain minimum insurance coverage determined by the Milwaukee County Risk Manager in the following areas:

1. General liability
2. Automobile liability
3. Worker's compensation, including a waiver of subrogation
4. Employee dishonesty
5. Milwaukee County listed as an additional insured

The Department on Aging will not award a contract unless the applicant secures adequate coverage, as defined by County, and provides certificate(s) of insurance that include all items listed above.

2017 Specifications for Catered Meals Milwaukee County Senior Dining

For Weekday-Weekend Catered Hispanic-Style Meals

SERVICE REQUIREMENTS

The following are specifications and represent the level of catering services currently required by Milwaukee County. Approximately 100 meals are prepared for the United Community Senior Meal Site each weekday. About 30 meals are prepared on weekends. Meals for the United Community Center must include the traditional menu as well as ethnically appropriate menus on Tuesdays and Thursdays while meeting the standards and specifications contained herein.

FOOD STANDARDS AND QUALITY

A. Minimum grades of foods to be used:

1. **Meats:**

Beef - USDA choice, closely trimmed. When ground beef is used it must contain no greater than 20% fat with no additives.

Pork - US #1 grade with a minimum of fat.

2. **Poultry:**

USDA Grade A.

3. **Eggs:**

USDA Grade A large; should be free of cracks. Dried, liquid or frozen eggs must be pasteurized.

4. **Dairy Products:**

USDA Grade A one-half pint containers of 2%, skim, and low fat chocolate milk that is Vitamin D fortified must be used. Milk must be fresh. All home delivered meal clients receive 1% milk or Lactaid.

5. **Fish:**

Fish must be frozen and packed by a nationally branded provider. It must be firm with no slime or off odors.

6. **Vegetables:**

Fresh - US #1 quality or better. Frozen - USDA Grade A.

7. **Fruit:**

Fresh - US #1 quality or better. Frozen - USDA Grade A. Canned fruits must be packed in natural juice or water.

- B. Food, at all times, must be prepared in a means that maximizes its palatability and appearance while at the same time maintaining its nutritional value.
- C. Recipes should be prepared using a minimum of salt (one-half the usual recipe recommendation) and sodium containing ingredients such as: table salt, sauerkraut, olives, breads and rolls with salted tops, broths, regular commercial soup, catsup, chili sauce, mustard, horseradish, potato chips and other snack chips, monosodium glutamate, pickles, garlic salt, onion salt, other seasoning salts, Worcestershire sauce, soy sauce, teriyaki sauce, celery salt, and cured, salted, canned or smoked meats (corned beef, ham, bacon, luncheon meats, frankfurters, sausage, anchovies, herring and sardines).

MENU STANDARDS

- A. Each meal must provide one-third the current Dietary Reference Intake (DRI) established by the Food and Nutrition Board of the National Academy of Sciences Institute of Medicine.
- B. The meal pattern described below, will be used by the County's designated dietitian, when developing menus and approving ethnic menus. Sample menus are included as an Attachment.

1. Meat or Meat Alternate Group

One serving (3 ounces) - this group includes the cooked, edible portion of meat, fish, fowl, luncheon meats, eggs or cheese. Meat alternatives may be used occasionally for variety and may include cooked or dried beans or peas, nuts, or nut butter. Fat, skin and bones may not count toward the required portion size.

Examples of 1-ounce alternatives to cooked lean meat may include:

- 1 egg
- 1 oz. of natural cheese or 1 1/2 oz. of processed cheese
- 1/4 cup of cottage cheese
- 1/4 cup cooked dried beans or peas (garbanzos, lentils, soybeans, or other legumes)
- 1 T. peanut butter

The use of cured and processed meats (ham, smoked or polish sausage, corned beef, wieners, or dried beef) shall be served no more than once per week. Fillers or breading used in the preparation of meat are not to be counted as part of the required portion size.

2. Vegetables and Fruit Group

- a. Two (one-half cup) servings daily.
- b. All vegetables and all fruits may be used.

- c. Full-strength (100%) vegetable and fruit juices may be used occasionally.
- d. Molded salads may count as a fruit/vegetable serving if each serving contains 1/2 cup of fruit/vegetable.
- e. Potatoes may count as a vegetable serving. Instant or dehydrated potatoes must be enriched with Vitamin C.
- f. Vegetables shall be prepared with little or no fat.
- g. Serve fresh or frozen vegetables whenever possible. Because canned vegetables are usually high in sodium, they should be used as seldom as possible (for example, beets).
- h. Vegetables shall be prepared without added salt.
- i. Offer fiber-rich fruits and vegetables (including raw and cooked). Raw vegetables and fruits should be cut fine to accommodate dental and digestive problems.
- j. Whenever possible, use fresh, frozen, or canned fruits packed in their own juice, light syrup, or without sugar.
- k. At least twice per week, the menu must include a food item which is a rich source of Vitamin A such as broccoli, carrots, winter squash, romaine lettuce, sweet potatoes, spinach, tomatoes, cantaloupe, peaches, plums, and pumpkin.
- l. Each day's menu must include one good or excellent source of Vitamin C. These foods include: asparagus, banana, berries, broccoli, cabbage, cauliflower, green pepper, potatoes, spinach, tomatoes, cantaloupe, grapefruit, oranges, strawberries, and tangerines.
- m. Non-casserole vegetables will be provided by the winning proposers and cooked at the meal site by the agency designated by the County.

3. Bread or Bread Alternate Group

- a. One service (1 slice bread).
- b. Serve a whole grain bread or cereal component 50 percent of the time.
- c. Enriched breads or alternatives may be served the remaining days per week.
- d. One serving of a bread alternate includes the following:
 - 1 small muffin
 - 1/2 bagel or bun, 2-1/2" diameter or 1/2 english muffin
 - 1 biscuit, 2" in diameter
 - 1 corn bread, 2-1/2" cake
 - 1/2 cup rice or brown rice
 - 1/2 cup noodles, pasta or whole grain pasta
 - 1/2 cup dressing/stuffing
- e. Bread alternates may include enriched or whole-grain cereals or pasta, dumplings, tortillas, pancakes, and waffles.
- f. When rice or pasta is served, two half-cup servings of vegetables and fruits are still required.

4. Butter or Margarine (Fortified Corn, Soybean, Sunflower or Safflower Oil)

Serving Size: One teaspoon - one serving of butter or margarine to be used with bread. An additional serving is to be served with potatoes when gravy or sauce is not planned.

- a. All margarines, butter, and butter blends served shall be free of transfatty acids.
- b. Eliminate use of palm oil, coconut oil, and hydrogenated fats in food preparation.
- c. Use monounsaturated and polyunsaturated oils whenever possible.

5. Dessert Group

- a. One serving (one-half cup).
- b. Low sugar or sugar-free desserts shall be available to individuals who request them for health reasons.
- c. Fruit shall be served a minimum of two times per week.
- d. Limit frequency of desserts high in sugar and fat.
- e. Increase the consumption of desserts high in calcium, including low fat dairy products. Offer low fat milk and calcium-containing desserts such as frozen yogurt, low fat custards, and low fat puddings.
- f. Cake and pie will each be served minimally once a month.

6. Milk Group

1. One serving (8 fluid ounces).
2. Milk must be fortified with Vitamin D.
3. Individual cartons of milk (8 fluid ounces) are to be served.
4. Home delivered meals include individual cartons of 1% milk or Lactaid.
5. Congregate meals include individual cartons of 2%, skin, or low fat chocolate milk.

7. Soup

1. One serving (6 ounces).
2. Served once weekly November through April.
3. Served once monthly May through October.

C. Additional menu specifications are listed below:

1. No deep fat fried or pan fried foods are allowed. Provider shall attempt to reduce the amount of fat in food served by serving more fish, poultry, lean meats, and low fat dairy products. Meat/entrees shall be prepared with little or no added fat.
2. Gravies and sauces are a key component for temperature control in home delivered meals. Numerous recipes and mixes for low fat and low sodium gravies and sauces are available for use in entrees.
3. Provider shall use meat/entrees that are lower in sodium. No salt is to be added when cooking.

4. Salt substitutes such as potassium chloride shall not be used.
5. MSG shall not be used.

D. Any requested revisions to the upcoming month's menu must be received by the 15th calendar day of the preceding month.

E. Deviations from the menu or substitutions are not permitted without prior discussion with and written approval from the Department. The winning proposers are responsible for notification of menu modifications to meal site managers and providers following approval.

F. Winning proposers may be asked to provide standard recipes or nutritional analysis of pre-packaged foods to the Senior Meal Program Director

MEAL QUALITY STANDARDS

1. The quality of food prepared and delivered shall be: pleasing to the eye, appetizing, palatable, and of such color, texture, size, and shape considered appropriate to the food items served.
2. Special needs of older people shall be considered in all planning, food selection, and preparation.
3. Each daily menu shall, on average, provide one-third (1/3) of the current recommended Dietary Reference Intake (DRI) established by the Food and Nutrition Board of the National Academy of Sciences Institute of Medicine. Menu guidelines prepared by the nutritionist, consultation, and approval of any substitution or menu modifications shall assure this standard.
4. Each week's menu shall include, at a minimum, two foods which are rich sources of Vitamin A and daily foods which are rich sources of Vitamin C.
6. Food items within the meat, vegetable/fruit, and dessert groups shall be different for the same days of each week in the month to provide for a variety of foods and nutrients so that, for example, the same meal is not served the first Wednesday of the month and so on.
7. Fruits shall not be repeated more than twice in one month's menus, except those fruits provided as alternative, diabetic desserts which may be repeated up to a maximum of four (4) times within a period of one month.
8. Low sugar or sugar free desserts will be offered that are as close as possible to the listed dessert for non-diabetics. Examples of this are: sugar-free butterscotch pudding and regular butterscotch pudding, sugar free cookie and regular cookie, and so on. Upon request, fruit may be substituted for dessert.

9. Fresh fruit shall be washed prior to delivery. When fruit or vegetable juice is served it shall be delivered in individual, sealed, 4-ounce portions.
10. Appropriate complements to entrees such as gravies, lemon wedge, soy/tartar sauce, other condiments (salsa, ketchup, mustard) or topping for desserts should be provided by the caterer and salt/pepper shall be available at the table or in individual packets for use by participants. Sites may request additional condiments when needed.
11. Sites may choose regular and/or decaffeinated coffee. Servings available will provide an average of 2 cups per person, unless a smaller amount is specified by the site manager.

DELIVERY OF FOOD

1. All meals (congregate and home-delivered) must be delivered to the congregate or dispatch location between 9:15 a.m. and 10:30 a.m., Monday through Friday.
2. It is the caterer's sole responsibility to replace rejected items and/or missing items by 11:45 a.m. Failure to do so will result in deductions from that month's invoice.
3. All food for congregate sites must be delivered in containers 2 inches or 4 inches deep, with tight, leak-proof covers.
4. Soup must be delivered in insulated Cambro containers.
5. In the event the caterer does not meet the deadline set forth above in Item 1 for home delivered meals, it is the caterer's sole responsibility to deliver missing meals or portions of meals to each client's home by 1:00 p.m. and ensure that each client receives a complete meal.
6. It shall be the responsibility of the provider to deliver the food to the sites in vehicles which comply with all applicable laws and regulations regarding such delivery, in clean, sanitized containers to store the food while in transit, unless otherwise indicated.
7. Hot food transports which are heavy-duty, with double wall insulation, and have a tight sealing lid or door with position locking shall be used to deliver hot foods which shall be contained in stainless steel pans with covers. An interior temperature of hot food at or above 140 degrees Fahrenheit shall be maintained.
8. Cold transport containers which are heavy-duty, with double wall insulation, and have a tight sealing lid or door with position locking, which will maintain a temperature of 40 degrees Fahrenheit or lower, shall be used to deliver cold goods which shall be contained in stainless steel pans with covers.
9. Jello-O and ice cream, if on the menu, shall be transported in containers that will maintain the temperature required to avoid melting.
10. All containers shall be constructed as to prevent food contamination by dust, insects, animals, vermin, or other sources of contamination. All containers, vehicles and transportation equipment shall be cleaned and, where appropriate, sanitized daily.

11. Packaged food shall not be held longer than two (2) hours prior to delivery to sites based on delivery schedule to be jointly developed by the caterer, the Program Manager, and nutrition site managers.
12. The time between the completion of cooking the food and the beginning of serving at the site must not exceed four (4) hours.

CANCELLATION

In the event that a school district in which the nutrition site is located announces that it is closing due to bad weather, meals will not be delivered to that site for that day. When this occurs, the cancelled meal will be served the next day for that site and the current day's meal will be eliminated.

SPECIAL DIET MENUS

In order to meet the requirements of the Senior Meal Program, provision is to be made for special diet needs of participants as designated below. **The winning proposers must have a consultant prepare the menu extensions for therapeutic diets (other than general/heart healthy, which is prepared by the Senior Meal Program Director). All menu extensions must be approved in advance by the Senior Meal Program Director.** Seven diets are available for home delivered meal clients:

1. General/Heart Healthy: reduced amounts of fat, cholesterol and/or sodium.
2. Diabetic: eliminates high concentrated sweets.
3. Renal: reduced amounts of sodium, potassium, and/or phosphorus. Juice is substituted for milk.
4. Soft/Bland: substitutions for dried or raw fruits, raw vegetables, gas-forming vegetables, nuts, seeds or legumes.
5. Mechanical Soft: chopped or ground meats. Raw fruits and vegetables are substituted with foods of soft texture.
6. Pureed: blenderized or smooth consistency food.
7. Low-lactose: substitutions for milk and cheese, but NOT lactose free.

PORTION CONTROL

1. Portion control methods must assure that all participants receive equivalent amounts of food as designated in the required menu/meal standards established by the Food and Nutrition Board of the National Academy of Sciences, National Research Council.
2. To assure proper, uniform portion control for all meals at the nutrition sites, the Senior Meal Program Director and a representative from the catering firm shall conduct portion control training when needed, for site manager and volunteers responsible for placing foods on plates.
3. Each daily meal delivery shall include written instructions at the time of delivery regarding proper identified measuring utensil usage for each menu item.
4. Caterer management personnel shall visit nutrition sites to assure that staff has needed information for providing uniform portions bi-monthly throughout the contractual agreement.

TEMPERATURE OF FOOD

1. Upon delivery, hot food must be no less than 140 degrees Fahrenheit.
2. Upon delivery, cold food must be no more than 40 degrees Fahrenheit.
3. Frozen foods shall remain frozen until serving.
4. Hot and cold foods which arrive at a nutrition site which are not within the temperature levels required should be rejected, returned to the caterer, and the monetary value of the rejected food should be subtracted from the reimbursement of the caterer that day. Caterer will be responsible for the cost of replacement food when catered food is rejected due to safety issues.
5. Temperature - for both hot and cold foods - will be taken and recorded by the caterer staff in the presence of a nutrition site manager or designee and will be done following sanitary practices.

SANITATION PROCEDURES AND INSPECTIONS

1. The winning proposers must to furnish on a daily basis clean and sanitized serving trays and plates meeting contract specifications. These must be delivered to the congregate sites daily in sealed plastic bags. The winning proposers must furnish Styrofoam trays to each congregate site for use in the event there are not enough clean and sanitized plates.
2. At the conclusion of each congregate meal, all plates and serving trays will be returned unwashed to the winning proposers. It is the winning proposer's responsibility to wash and sanitize such items.
3. State and local fire, health, sanitation, and safety regulations applicable to the particular types of food preparation and meal delivery system used by the Elderly Nutrition Program of the Older Americans Act and the State of Wisconsin Bureau on Aging shall be adhered to in all stages of food service operation. State regulations relating to the hygienic preparation of food stated in the Wisconsin Administrative Code Chapter HFS 196 Restaurant and Wisconsin Food Code, Appendix A are applicable to the elderly nutrition program.
4. Staff members affiliated with the Milwaukee County Department on Aging and the State of Wisconsin Bureau on Aging and Disability Resources, who are certified in applied Food Service Sanitation by the National Institute for the Food Service Industry will provide inspections and assessments where concern regarding sub-standard sanitation or related procedures are in evidence in compliance with the standardized inspection form prepared and distributed by the State of Wisconsin on Aging.

ATTACHMENT A

Cost Proposal Submission Form

	Congregate Meal	Home Delivered Hot Meal	Home Delivered Bagged Meal
Food Cost			
Labor			
Disposable Paper Goods			
Supplies			
Transportation			
Overhead			
TOTAL PER MEAL COST			



CERTIFICATE OF LIABILITY INSURANCE

UNITCOM-02 SWILLMERING

DATE (MM/DD/YYYY)
7/5/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Ryan - Milwaukee 330 East Kilbourn Avenue, Suite 650 Milwaukee, WI 53202	CONTACT NAME: PHONE (A/C, No, Ext): (414) 271-3575 FAX (A/C, No): (414) 271-0196 E-MAIL ADDRESS: _____ _____														
INSURED United Community Center Inc 1028 South 9th Street Milwaukee, WI 53204	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : THE HANOVER INSURANCE COMPANY</td> <td style="text-align: center;">22292</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : THE HANOVER INSURANCE COMPANY	22292	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER F :															

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Abuse \$1M/1M GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X		500568871415	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		1503086647	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		500617887615	07/01/2016	07/01/2017	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
							Aggregate	\$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	\$
							OTH-ER	\$
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
A	<input type="checkbox"/> Professional Liab <input type="checkbox"/> D & O - Non Profit			500568871415	07/01/2016	07/01/2017		1,000,000
				LH1A795076-00	12/10/2015	12/10/2016		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is Additional Insured under the General Liability, Automobile Liability, and Umbrella Liability coverages
 Professional Liability - \$1,000,000 occurrence/\$3,000,000 aggregate

CERTIFICATE HOLDER

CANCELLATION

Milwaukee County, Dept. of Health & Human Services 1220 W Villet St Milwaukee, WI 53205	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE Professional Service - Operating Professional Service - Capital Purchase of Service <input checked="" type="checkbox"/> X Preliminary <input checked="" type="checkbox"/> X Final <input type="checkbox"/>
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DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Department on Aging	790	7900

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
97618		XXXXX		261-417-18

NAME OF VENDOR	ADDRESS
United Community Center Inc	1028 South 9th Street Milwaukee , WI 53204

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/17 12/31/17	12		\$ 373,189.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01	0001	790	7931	A5SC		8123				\$50,540.00
2017	02	0001	790	7931	A5SC		8123				\$167,000.00
2017	03	0001	790	7931	A5SC		8123				\$137,226.00
2017	04	0001	790	7931	A5SM		8123				\$18,423.00

PURPOSE OF CONTRACT

Purchase of service contracts for Elderly services for time period 1/01/17-12/31/17

Was County Board approval received prior to contract execution or contract amendment or extension?

xxxxxx If YES, give County Board File No. 16-652 Date Approved Pending

If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)? YES NO

Is Vendor a certified professional service DBE? YES NO

Nasrin Wertz Prepared By <i>Holly Davis</i>	Date 11/11/16	Accountant Title Interim Director
Signature of County Administrator	Date	Title

**Milwaukee County Department on Aging
2017 Purchase of Service Contract
Grant Supported Programs and Services**

Contract Number 261-417-18
Service Programs in United Community Center Senior Center

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 United Community Center, 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 Programs/Services

- A. Contractor shall provide all personnel required to perform the programs or services under this Contract. Such personnel shall not be employees of County, 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 programs or 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 providing programs and 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 programs and 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 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 agrees to comply with the allowable cost policies and procedures as 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 programs and services within the specific amounts stated in Exhibit I. County is unable to guarantee the volume of services 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 this 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) 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 programs and 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 verification of programs and services provided under this Contract, including the dates of programs and services performed for all of the purchased programs and 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 services 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, 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 programs and services provided under this Contract or as may be necessary to evaluate or confirm Contractor's delivery of the programs 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 programs 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 Department of Audit, 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 programs 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 programs and services, or as may be necessary to evaluate or confirm subrecipient's delivery of programs and services in compliance with the Program/Service Guidelines or specifications for this contract and the subcontract.

Subrecipient shall maintain written verification of programs and services provided under the subcontract, including the dates of services provided 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 services 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 Workers 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 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 obligation to Contractor until such time as the Contract requirements are met.

16. Contract Termination

- A. County or Contractor may terminate this Contract for any reason, with or without cause, following thirty (30) days written notice, 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 programs and 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.
- B. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of programs and services. Upon such notification, County and Contractor shall determine whether such inability to provide the required quality or quantity of programs and services 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 programs or 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. Coordination of Services

Contractor agrees to coordinate its service efforts with other health and human service providers to eliminate unnecessary duplication of services.

19. 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 report to County all funds contributed by clients and to record and document such contributions consistent with the accounting requirements for other funds received and expended under this Contract.
- C. Contractor agrees that any and all client contributions will be used as provided in the budget contained in Exhibit I or to provide additional services to eligible clients under this Contract in the same manner and at a cost equivalent to other services purchased through this Contract. Contractor further agrees that all funds raised 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.

20. Modifications

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

21. Contract Renegotiation or 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.

22. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture, or employer-employee 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.

23. Subcontracts

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

24. 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.

25. Resolution of Disputes

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

26. 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 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 the 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.

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 offences 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. 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.

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. 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) 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) 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.

32. Contract Content

The entire Contract of the parties, with all attached exhibits and assurances, together with the relevant Program/Service Guidelines or Specifications 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 which shall be deemed as original.

33. Approval

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 Contract 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 Contract as provided below.

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

DocuSigned by:
By: Rick Norris Date: 11/17/2016
AD4C84D4023E450...

Title: CBDP Director

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: _____

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

By: _____ Date: _____

Title: _____

Milwaukee County Executive:

By: _____ Date: _____

Chris Abele

Approved as to Wis. Stats. §59.42

By: _____ Date: _____

Title: _____

Contract No. 261-417-18

Certificate Of Completion

Envelope Id: 64D33E7383554C54B9566775575696ED

Status: Sent

Subject: Please DocuSign: Exhibit I - Programs in United Community Center Senior Center

Source Envelope:

Document Pages: 72

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Gary Portenier

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

Time Zone: (UTC-06:00) Central Time (US & Canada)

Milwaukee, WI 53203

gary.portenier@milwaukeecountywi.gov

IP Address: 204.194.251.3

Record Tracking

Status: Original

Holder: Gary Portenier

Location: DocuSign

11/17/2016 10:37:38 AM

gary.portenier@milwaukeecountywi.gov

Signer Events

Signature

Timestamp

Holly Davis

holly.davis@milwaukeecountywi.gov

Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Holly Davis
ED77D76FE5D7434...

Using IP Address: 204.194.251.5

Sent: 11/17/2016 11:12:17 AM

Viewed: 11/17/2016 11:15:40 AM

Signed: 11/17/2016 11:16:05 AM

Electronic Record and Signature Disclosure:

Accepted: 11/17/2016 11:15:40 AM

ID: 0236e990-f471-4837-a165-6984fd85a0a9

Rick Norris

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Rick Norris
AD4C84D4023E450...

Using IP Address: 204.194.251.5

Sent: 11/17/2016 11:16:07 AM

Viewed: 11/17/2016 1:12:19 PM

Signed: 11/17/2016 1:13:20 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Amy Pechacek

amy.pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 2/25/2014 12:36:39 PM

ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

Sent: 11/17/2016 1:13:22 PM

Colleen Foley

corpcounselsignature@milwcnty.com

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Ricardo Diaz

RicardoD@unitedcc.org

Security Level: Email, Account Authentication
(None)

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Accepted: 1/13/2014 2:42:07 PM
ID: 043915ae-2a78-424d-bb65-6e8f7461b946

Holly Davis
holly.davis@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Accepted: 11/17/2016 11:15:40 AM
ID: 0236e990-f471-4837-a165-6984fd85a0a9

Scott B. Manske
comptrollersignature@milwcnty.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Chris Abele
cabele@milwcnty.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Colleen Foley
corpcounselsignature@milwcnty.com
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Gary Portenier
gary.portenier@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Carbon Copy Events	Status	Timestamp
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Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/17/2016 1:13:22 PM
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Electronic Record and Signature Disclosure
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CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.