

**PURCHASE OF SERVICE CONTRACT**

**AMENDMENT NO 3**

THIS AMENDMENT to the 2013 Children First contract between Milwaukee County and United Migrant Opportunity Services, Inc. (UMOS), is entered into by and between Milwaukee County, a Wisconsin Municipal Corporation, by the Milwaukee County Department of Child Support Services, 901 N 9<sup>th</sup> Street, Milwaukee, WI 53233, hereinafter designated as "County" and UMOS, 2701 S. Chase Ave, Milwaukee, WI 53207, hereinafter designated as "Contractor".

It is agreed to, by and between County and Contractor, that the Contractor's activities shall include, but not be limited to, all provisions contained in the original contract effective January 1, 2013, except:

- Section 3, Dates of Performance, is modified to extend the effective dates of the contract as follows: Services beginning January 1, 2016 and ending December 31, 2016.
- Section 9, Audit Requirements, is modified to require an annual audit by June 30, 2017, for services provided between January 1, 2016 and December 31, 2016, under procedures as otherwise stated in this section.
- Item #4, Paragraph D, #1 under Financial Statements is modified to extend dates "of contract charges covering the period from the end of the Contractor's fiscal year ending in 2016 through December 31, 2016" and "The schedule(s) shall be compiled by Contractor's independent public accountant for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before June 30, 2017.
- Attachment 1's Schedule of Services is modified to reflect the dates of service as January 1, 2016 through December 31, 2016.
- Attachment 1's Schedule of Services, Paragraph 14, is modified to reflect that the Contractor must follow the procedures in the Department of Children and Families' 2016 Children First Program Guide.

All other provisions of the Children First Contract, and its attachments, effective January 1, 2013 as originally entered into and incorporated herein by reference, shall remain in effect as stated.

IN WITNESS WHEREOF, the parties hereto have executed the Amendment to the Contract for the dates listed above.

**FOR: MILWAUKEE COUNTY**

**FOR: UMOS**

\_\_\_\_\_  
Jim Sullivan, Director  
Milwaukee County  
Department of Child Support Services

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name and title of signer)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

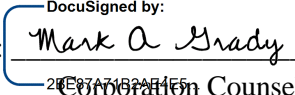
*Approved with regards to County Ordinance Chapter 42:*

DocuSigned by:  
By: Rick Norris Date: 10/21/2015  
Community Business Development Partners

*Reviewed by:*

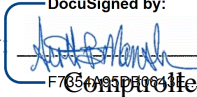
*Approved for execution:*

By:  Date: 10/21/2015  
Risk Management

By:  Date: 10/26/2015  
Corporation Counsel

*Approved:*

*Approved:*

By:  Date: 10/28/2015  
Corporation Counsel

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

*Approved as compliant under sec. 59.42(2)(b)5, Stats.:*

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporation Counsel

## 2013 PURCHASE OF SERVICE CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporation represented by the Milwaukee County Department of Child Support Services, Room 101 - Courthouse, 901 N. 9<sup>th</sup> St., Milwaukee, WI 53233 (hereinafter called "County") and **UMOS**, Inc., 2701 S. Chase Ave, Milwaukee, WI 53207 (hereinafter called "Contractor") becomes effective on January 1, 2013.

### 1. SCOPE OF SERVICE

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in the Attachment I, Schedule of Services.

### 2. STAFFING AND DELIVERY OF SERVICES

Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Written notification of replacement of personnel shall be provided to County prior to replacement. Contractor shall not replace named personnel without the prior written approval of County. Any proposed replacement of named personnel shall be by persons of equal qualification.

Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing services to eligible clients.

Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the services referred to herein.

### 3. DATES OF PERFORMANCE

This Contract is for the period of January 1, 2013 through December 31, 2013, unless extended by agreement of the parties.

### 4. COMPENSATION

Contractor shall be compensated for the services performed as stated in Attachment II, Compensation and Payment Method, attached hereto and made a part of this Contract. **County is unable to guarantee the volume of requests funded by this Contract.** The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder.

**5. BILLING**

Contractors shall have E-Mail access and the ability to submit electronic, Internet based on-line invoices to Milwaukee County. All billing and invoice formats and procedures shall be determined by Milwaukee County.

Contractor shall provide County with billings for services provided in accordance with Attachment II, Compensation and Payment Method and shall be paid in accordance therewith. Contractor agrees to comply with all policies and procedures related to documentation of services provided under this contract as a condition of billing for said services, and shall submit to County billing reports for services provided on or before the tenth (10th) working day of the month following delivery of purchased services. Payment by County of Contractor's invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed. Billing reports received twenty (20) days after the termination of this Contract will not be considered for payment by County.

**6. CONFIDENTIALITY, RECORD KEEPING AND ACCESS TO RECORDS**

Any case information obtained by any employee of Contractor, pursuant to the services provided in this Agreement, is confidential and shall be used exclusively for the performance of functions described in this agreement. Any improper use or dissemination of information obtained will be considered grounds for sanction of Contractor and possible termination of this Contract. The obligations of this section survive any expiration or termination of this Contract.

Contractor will be responsible for safeguarding information received from County and may disclose information concerning applicants and recipients of child support services only in the administration of the programs under Wis. Stat. § 49.22 (2m). Any person violating this section may be fined pursuant to Wis. Stat. § 49.83.

Contractor agrees to comply with the following measures to protect the confidentiality of Kids Information Data System ("KIDS") information and to protect child support case information against unauthorized access or disclosure:

- A. Only authorized Contractor employees shall be given access to KIDS. Said access shall be limited to the access levels necessary to perform job duties specified under this agreement.
- B. Contractor shall instruct all employees with access to KIDS information or other child support case information about the confidentiality required by state and federal law.
- C. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement

program, and shall not be used for any other purposes and may not be re-released to any other organization or agency.

- D. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the Department of Children and Families (DCF) Division of Family and Economic Security (DFES) policy regarding computer security. Such policy is found in the Division of Family Supports (DFS) Security Manual, Appendices 4, 5 and 6, which is available at

<http://workweb.dwd.state.wi.us/dws/manuals/securitymanual.htm>.

- E. Contractor shall attest that all personnel with access to KIDS information will adhere to the policies and procedures of DCF and state statutes regarding confidentiality and computer access that are referenced in Appendices 4, 5 and 6 of the DFS Security Manual. This includes, but is not limited to, completing a DWSW-10 and DWSW-11 form for each person who ends employment with the Contractor who had access to KIDS and for each person no longer requiring access to KIDS. The child support agency director or designee may periodically review each staff person's access to KIDS to ensure that the level of access is consistent with the job duties.

- F. Contractor shall instruct all employees with access to KIDS information about the confidentiality required by state and federal law.

- G. Pursuant to Wisconsin statute and federal law [Wis. Stat. §§ 49.22(12) and 454 (26) of the Social Security Act], a child support agency may not release information about the whereabouts of a person, if the person seeking information is subject to a temporary restraining order or injunction with respect to the person about whom the information is sought, or if the child support agency has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of such individuals by entering a participant privacy indicator in KIDS. KIDS data includes information about all case participants, including persons with privacy protection. Contractor will explain the sensitive nature of the privacy protection indicator to all agency personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator. Information about protected individuals may not be published, used, transmitted or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, intervention, and effectiveness of services rendered under the Contract. County reserves the right to deny payment of, or require repayment for units of services reported by Contractor that are not supported by documentation required under this Contract notwithstanding that Contractor may have provided the services.

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, the Milwaukee County Department of Audit, and County's funding sources to have access to all records necessary to confirm Contractor's compliance with the law and the specifications of this Contract and any current relevant policies and procedures.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's charges for services or as may be necessary to evaluate or confirm Contractor's delivery of services.

It is further agreed that files, records and correspondence for this engagement must be retained for a period of at least four (4) years from the date of issuance of certified financial and compliance audit reports. Records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

**7. PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE**

Contractor shall either utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance including, but not limited to, the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and the "Milwaukee County Use of Technologies Policy" (See <http://www.milwaukeecounty.org>).

**8. INSPECTION OF PREMISES AND COUNTY SITE AUDITS**

Contractor shall allow visual inspection of Contractor's premises to County representatives and to representatives of any other federal, state, or county government unit. Inspection shall be permitted without formal notice at any times that care and services are normally being furnished.

Contractor and County mutually agree that County or County's representatives including the Milwaukee County Department of Child Support Services and the Milwaukee County Department of Audit as well as state and federal officials, reserve the right to review Contractor's Board approved by-laws, minutes, policies and procedures, employee files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media,

which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least four (4) years following the latter of Contract termination, or receipt of audit report, if required.

**9. AUDIT REQUIREMENTS**

- A. Contractor shall submit to Milwaukee County, on or before **June 30, 2014** or such later date that is mutually acceptable to Contractor and Milwaukee County, **two (2) original copies** of an Agency-wide Audit for Calendar Year 2013 if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$25,000 or more, unless waived by Milwaukee County. Contractor may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c).

Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section Eleven, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2010 through December 31, 2010, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by June 30, 2013.

Non-profit Contractors who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly, shall submit to Milwaukee County, on or before **June 30, 2013** or such later date that is mutually acceptable to Contractor and County, **two (2) original copies** of a certified audit report for Calendar Year 2010 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (on line at [www.whitehouse.gov/omb/circulars](http://www.whitehouse.gov/omb/circulars)) if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit submitted by Contractor shall also be conducted in conformance with the following standards:

1. Standards applicable to financial audits contained in *Government Auditing Standards* (GAS) most recent revision published by the Comptroller General of the United States; and
2. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for substitution of Program Audit for Agency-wide Audit, waiver, and/or extension must be in writing and submitted before the original due date of the audit. Audit reports and requests for substitution of Program Audit for Agency-wide Audit,

waiver and/or extension must be sent to the following address no later than six months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Milwaukee County:

Jim Sullivan, Director  
Department of Child Support Services  
Room 101 - Courthouse  
901 N. 9<sup>th</sup> Street  
Milwaukee, WI 53233

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of County to use other basis of accounting in lieu of accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

**(1) Financial Statements and Supplemental Schedules:**

- a. **Comparative Statements of Financial Position** – For Agency-wide audits only.
- b. **Statement of Activities** – For Agency-wide audits only.
- c. **Statement of Cash Flows** – For Agency-wide audits only.
- d. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department as pass-through grantor, the contract number as pass-through grantor's identifying number, and the program name and number from the Attachment I of the contract. Each program or service under County Contract must be reported as a separate line item by contract year.

**(2) Independent Auditors Reports and Comments:**

- a. "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire agency.

Or, for Program Audits

"Opinion on the Financial Statement of a Program in Accordance with the Program Audit."



- b. Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS).

Or, for Program Audits

"Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit."

- c. "Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133" (applicable only if the audit is also in accordance with OMB Circular A-133).
- d. Schedule of findings and questioned costs to include:
- Summary of auditor's results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;
  - Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
  - Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Circular A-133, if applicable;
  - Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;
  - Other audit issues related to grants/contracts with funding agencies that require audits to be performed; and
  - Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.
- e. A copy of the Management Letter or other document issued in conjunction with the audit shall be provided to County. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

**(3) Contractor Prepared Schedules and Responses:**

- a. Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. If no prior year findings were reported, the schedule must state that no prior year findings were reported.
- b. Corrective action plan for all current-year audit findings related to County funded programs and/or financial statements of the Contractor.

The corrective action plan shall be prepared by Contractor, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective action plan; the planned corrective action; and, the dates of implementation and anticipated completion.

- c. Management's responses to each audit comment and item identified in the auditor's Management Letter.

**(4) 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. Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), June 2003 Revision.
  - b. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, including revisions published in *Federal Register* 06/27/03.
  - c. OMB Circular A-133, - Appendix B: 2000 Compliance Supplement.
  - d. OMB Circular A-122, Cost Principles for Non-Profit Organizations.
  - e. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
  - f. The allowability of costs incurred by commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR part 31 - Contract Cost Principles and Procedures.
  - g. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments.
  - h. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
  - i. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
  - j. State of Wisconsin, Department of Administration Single Audit Guidelines - Current Revision.
  - k. AICPA Generally Accepted Auditing Standards.
- B. Contractor hereby authorizes and directs its CPA, if requested, to share all work papers, reports, and other materials generated during the audit with County or

County's representative(s) including the Milwaukee County Department of Child Support Enforcement and the Milwaukee County Department of Audit as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which 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 of audit report by County.

C. Contractor and County mutually agree that County or County's representative(s), including the Milwaukee County Department of Child Support Services and the Milwaukee County Department of Audit, as well as state and federal officials, reserve the right to review certified audit reports, 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. Such reviews may be conducted for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.

D. Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements upon submittal of the following **unaudited** schedules:

(1) A schedule of contract charges covering the period from the end of the Contractor's fiscal year ending in 2013 through December 31, 2013, for each program or activity identified as a fee for service agreement with Milwaukee County, referenced as a line item on the Attachment I of a Purchase of Service Contract. The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before June 30, 2010, or such later date that is mutually acceptable to Contractor and County.

(2) If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies contract charges for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.

E. Contractor shall maintain records for audit purposes for a period of at least four (4) years following the latter of contract termination or receipt of audit report by County.

**F. Contractors' Sub-Recipients**

Contractors who subcontract with other providers for the provision of services are required by federal and state regulations to monitor their sub-recipients.

Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of sub-recipient's CPA audit reports and financial

statements. These reports and financial statements shall be retained for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.

Sub-recipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the cost of services covered by the subcontract and shall allow authorized representatives of County, the Milwaukee County Department of Audit and County's funding sources to have access to all records necessary to confirm sub-recipient's compliance with law and the specifications of this Contract and the subcontract.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of sub-recipient as may be requested to evaluate or confirm sub-recipient's charges for service, or as may be necessary to evaluate or confirm sub-recipient's delivery of service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by sub-recipient for a period of at least four (4) years following the latter of contract termination, or receipt of sub-recipient's audit report, if required.

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

**G. Failure to Comply with Audit Requirements:**

If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County as required by this Contract within the specified timeframe, the County may:

- a. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
- b. Charge Contractor for all loss of Federal or State aid or for penalties assessed to County because Contractor did not submit a complete audit report within the required time frame;
- c. Disallow the cost of the audit that did not meet the applicable standards; and/or
- d. Withhold payment, cancel the contract/agreement, or take other actions deemed by County to be necessary to protect the County's interests.

**H. County Waiver of Audit Requirements under this Section**

If the County has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other

contracts. Waiver of the audit, or failure of Contractor to receive County funding under this Contract and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract.

**10. DISADVANTAGED BUSINESS ENTERPRISE**

The Contractor shall comply with Milwaukee County Ordinance 42 and CFR 49 part 23, which have an overall goal of seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise ("DBE(s)") on professional service contracts. In accordance with this, the contractor shall ensure the DBE(s) have the maximum opportunity to participate in this project. The specific goal for this project is Percent ( 5%).

**11. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY**

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 s. 51.01(5) Wisconsin Statutes.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, handicap, physical condition, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances which is attached hereto by reference and incorporated herein as though fully set forth herein.

Contractor agrees that it will comply with the provisions of the *CRCP for Profit and Non-Profit Entities* which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, online at:

[http://dcf.wisconsin.gov/civil\\_rights/plans\\_instructions.htm](http://dcf.wisconsin.gov/civil_rights/plans_instructions.htm)

Consistent with the requirements of the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development (DWD), Contractor with 25 Employees AND any combination of funding in the amount of \$25,000 or more from Purchaser and/or the State are required to complete and submit a copy of a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plans prior to execution of this agreement or Contractor may submit a copy of the State approval letter to Purchaser in lieu of the CRCP.

Contractor with direct State contracts with DWD with fewer than 25 employees, or Network Providers receiving less than \$25,000 in direct State funding are required to

file a Letter of Assurance with DWD, and a copy with Milwaukee County. Contractor with fewer than 25 employees or Contractors receiving less than \$25,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County.

Completion forms, instructions, sample policies and plans are posted at:  
[http://dwd.wisconsin.gov/dfs/civil\\_rights/plans0708/default.htm](http://dwd.wisconsin.gov/dfs/civil_rights/plans0708/default.htm)

Milwaukee County will take constructive steps to ensure compliance of the contractor with the provisions of this subsection. Contractor agrees to comply with Civil Rights monitoring reviews performed by Milwaukee County including the examination of records and relevant files maintained by Contractor. Contractor further agrees to cooperate with Milwaukee County in developing, implementing, and monitoring corrective action plans that result from any reviews.

## 12. INDEMNITY & INSURANCE

- A. 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 statutory benefits under Workers Compensation Laws and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractors, or 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 the County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of tasks and services covered by this agreement.
- C. Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the individual Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.
- D. A certificate of insurance, as evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County, naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.
- E. Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and

third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance.

- F. Each of the individual Contractors shall provide evidence of the following coverages and minimum amounts:

| <u>Type of Coverage</u>   | <u>Minimum Limits</u>                                       |
|---|---|
| <b>Wisconsin Workers' Compensation</b><br>Or Proof of all States Coverage   | Statutory<br>(waiver of subrogation)                        |
| <b>Employer's Liability</b>   | \$100,000/\$500,000/\$100,000                               |
| <b>Commercial Or Comprehensive General Liability</b><br>Bodily Injury and Property Damage<br>Incl. Personal Injury, Fire Legal,<br>Contractual & Products/Completed<br>Operations | \$1,000,000 Per Occurrence<br>\$1,000,000 General Aggregate |
| <b>Professional Liability</b>   | \$1,000,000 Per Occurrence<br>\$1,000,000 Aggregate         |
| <b>Automobile Liability</b><br>Bodily Injury & Property Damage – all autos<br>owned, non-owned and/or hired<br>Uninsured Motorists  | \$1,000,000 Per Accident<br><br>Per Wisconsin requirements  |

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County will be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this Contract. 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. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

- G. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. 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.
- H. The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.
- I. A *Certificate of Insurance* shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

- J. The Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by federal and state laws.

**13. 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. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in the Attachment II, Compensation and Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Child Support Enforcement administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional information by County. County may withhold payment entirely until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

**14. CONTRACT TERMINATION**

This contract may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the program participants served by this Contract. Failure to maintain in good standing required licenses, permits and/or certifications, may, at the option of the County, result in immediate termination of this contract. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party.

In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or any materials or services purchased or paid for by Contractor for use in completing this Contract.

Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

In the event of termination, the Contractor will be notified in writing in accordance with the Section of this Contract regarding "Notices".

Should County reimbursement from state or federal sources not be obtained or continued at a level sufficient to allow for payment for services in this Contract, the obligations of each party shall be terminated. Reduction in reimbursement or



payment from state or federal sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.

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 so to do.

**15. CONTRACT RENEGOTIATION**

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. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

**16. INDEPENDENT CONTRACTOR**

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

**17. SUBCONTRACTS**

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

**18. 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 shall assign its obligations hereunder without the prior written consent of the other. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

**19. PROHIBITED PRACTICES**

A. During the period of the Agreement, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Child Support Enforcement.

B. Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances 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. "

Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

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.

## **20. REQUIRED DISCLOSURES**

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. The relationship extends to partnerships, trusts, corporations or any proprietary interest that could appear to or would allow one party to influence the other party in a related party transaction.

## **21. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

Contractor certifies to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders; and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Contract:

- A. Are not currently excluded, debarred, suspended, proposed for debarment, or other wise ineligible to participate in any Federal procurement or non-procurement programs; or

- B. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- D. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- E. 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 or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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;
- F. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (D); and
- G. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

**22. DEBARMENT BY MILWAUKEE COUNTY**

Contractor may have any or all agreements with Milwaukee County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with the County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not limited to, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of participants/families; failure to comply/cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by the County; failure to correct findings or other conditions identified in a Quality Assurance review, County audit or annual independent audit; any other breaches of this Agreement.

Department action debarring Contractors from future contractual relationships with the County extends to all owners, partners, officers, board members, or stockholders of Contractor and to all organizations, regardless of legal form of business, in which Contractor or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to

influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with the County.

Any Contractor that has had one or more agreements with the County terminated for cause or default, or that has been debarred from contracting opportunities with the County for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Services under any agreement with the County for a minimum of two years from commencement date of termination or debarment.

## 23. CONDITIONAL STATUS AND SUSPENSION

### A. Conditional Status

"Conditional Status" is defined as a period of time for up to one year when an agency will be more closely monitored and reviewed for compliance with the provisions of this Contract. This monitoring may include site visits and requests for documentation/records review. In addition, the following restrictions or requirements may be applied solely or in combination:

- A restriction on the number of new referrals the Contractor may service.
- A restriction on the number of services the Contractor is allowed to provide.
- A requirement that prior to payment the Contractor shall submit documentation of services provided.

#### Agencies Subject to Conditional Status Include:

##### 1. New Contractors

New Contractors will be subject to Conditional Status for one year from the effective date of the initial Contract.

##### 2. Current Contractors

Current Contractors may be placed on Conditional Status when one of the following conditions occurs:

- a. Previous suspension, which may or may not include compliance with a corrective action plan.
- b. Critical incident/complaint, which may or may not include compliance with a corrective action plan.

Lack of compliance with a corrective action plan can lead to further sanctions as referenced in this Contract.

## B. Suspension

County shall have the right to suspend the Contractor for a period to be determined by County for any or all of the following reasons:

1. Contractor has failed to comply or cooperate with a Quality Assurance Review or Audit.
2. Contractor has failed to correct findings or other conditions identified in a Milwaukee County audit or annual independent audit.
3. Contractor is under investigation as a result of a Critical Incident/Complaint.
4. Contractor is under investigation for fraudulent business practices.
5. Contractor has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
6. Findings resulting from a site review or audit of the Contractor that document quality concerns related to County policies, procedures, or services.
7. Failure of Contractor to respond to communication from County for a period of 30 days or more.
8. Other breaches of this Contract.

Contractors that are suspended will be prohibited from receiving new referrals or may be prohibited from providing any and all services for existing cases.

County reserves the right to determine the scope and duration of the suspension, as well as the process/methodology of any investigation resulting from the circumstances leading to the suspension.

The Contractor will be notified in writing in accordance with Section 26 (Notices) of this Contract of the reason for the suspension and the decision regarding reinstatement or termination.

## C. Payments to Contractors Under Suspension

Suspended Contractors may be paid for authorized and substantiated services provided before or during a suspension. If the suspension is for a specific service or specific service within a specific program, the Contractor may be paid for other approved services provided during the suspension period. However, County reserves the right to withhold payment for all authorized and billed services if the nature of the suspension is for undocumented or otherwise unsubstantiated care provided by the Contractor to a Milwaukee County client or other actions by Contractor which have harmed or threatened to harm the welfare of Milwaukee County clients. Withholding such payments will remain in effect until a County review of the suspension is completed and a determination for reinstatement or termination of Contract is made.

## 24. LABOR PEACE AGREEMENT TO REDUCE THE LIKELIHOOD OF LABOR DISPUTES

Where applicable, Contractors shall comply with the provisions of Chapter 31 of the General Ordinances of Milwaukee County that is incorporated herein by reference and made a part of this Contract as if physically attached hereto.

**25. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**

- A. General Provision of Intent. Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Child Support Enforcement (HHS) or the Wisconsin Office of the Commissioner of Insurance.
- B. Changes to the Contract. Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA.

**26. NOTICES**

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

|                |            |
|----------------|------------|
| To Contractor: | To County: |
|                | Department |
| Attn.:         | Attn.:     |
| Address        | Address    |
| Address        | Address    |

Either party may designate a new address for purposes of this Lease by written notice to the other party.

**27. CONTRACT CONTENT**

Contractor agrees to provide or arrange its provision of services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Child Support Enforcement and its respective divisions. This document, with all attached exhibits and attachments, constitute the entire Contract of the parties. 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.

28. APPROVAL


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

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors Resolution File No. 13-196 adopted on March 21, 2013 and ratified by the Milwaukee County Executive on March 29, 2013. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting of \_\_\_\_\_

IN WITNESS WHEREOF, the parties to this Contract have caused this instrument to be executed by their respective proper officers effective as of the day and year first above written.

FOR: MILWAUKEE COUNTY

FOR: UMOS

  
\_\_\_\_\_  
Jim Sullivan Director  
Milwaukee County  
Department of Child Support Services

  
\_\_\_\_\_  
(Signature)

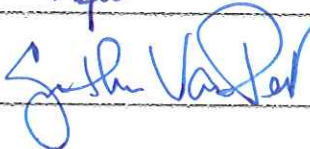
Tom Keogh  
\_\_\_\_\_  
(Print name and title of signer)

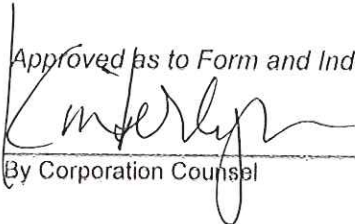
Dated: 4/18/13

Dated: 4-12-13

Milwaukee County Approvals

Approved by CDBP/DBE:  Date: 4/11/13

Approved by Risk Management (DAS)  Date: 4/8/13

Approved as to Form and Independent Contractor Status by Corporation Counsel  
  
\_\_\_\_\_  
By Corporation Counsel Date: 4/9/2013

ATTACHMENT I

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES  
AND  
CHILDREN FIRST AGENCY  
SCHEDULE OF SERVICES  
2013 PURCHASE OF SERVICE CONTRACT

Contractor shall perform all tasks, achieve the objectives set forth and comply with all terms in:

1. The County's December 2012 request for proposal.
2. The Contractor's proposal dated December, 2012.
3. This schedule of services.

Items one and two are incorporated by reference herein. If there is a variance between the Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise agreed to in writing. If there is a variance among the County's request for proposal, the Contractor's proposal and this schedule of services, the schedule of services shall be controlling, unless otherwise agreed to in writing.

Schedule of Services

Contractor shall serve up to 250 participants from the following zip codes between January 1, 2013 and December 30, 2013: 53110, 53129, 53130, 53132, 53154, 53172, 53203, 53204, 53207, 53213, 53214, 53215, 53219, 53220, 53221, 53227, 53228, 53234, 53235, 53237, 53236, 53244.

Contractor shall:

1. Enroll and register the participant in the program by entering participant demographic information and Children First enrollment information into the Client Assistance for Re-employment and Economic Support ("CARES") database.
2. Provide an initial orientation session at the Courthouse, including the provision of
  - a. A description of the Children First Program, an overview of activities offered, and expectations for program participation; and
  - b. possible job leads for participants ordered or stipulated into the program.
3. Staff the Courthouse Children First office on a rotational basis with the other Children First vendor. Contractor will be responsible for providing alternate staffing of the Courthouse Children First office if the contractor's regular staff person is not available on its assigned day.
4. Receive and process incoming Status Reports faxed to the Office of the Family Court Commissioner on a daily basis, when Contractor has a representative scheduled in the Courthouse.



5. Process Children First log sheets and Court Status log sheets on a daily basis, when Contractor has a representative scheduled in the Courthouse
6. Obtain the participant's signature on a "Rights and Responsibilities" form.
7. Complete a needs assessment regarding barriers to employment and an employability plan that engages participants in Children First and/or work activities for thirty-two (32) hours per week.
8. Provide any additional resource referrals that may assist the participant, including, if needed, a method of facilitating participants' enrollment in General Equivalency Diploma (GED) or Basic Education Activities (BEA) programs.
9. Determine participant's eligibility for additional collaborative services such as FSET or WIA.
10. Provide County with 2 copies of Compliance Summary sheets for each participant, at least five (5) days prior to each court date.
11. All case management activities shall be documented in CARES using appropriate codes for each service or activity within five (5) business days of the service or activity. Contractor shall refer to the Wisconsin CARES Guide for information specific to Children First case entry in CARES. Case comments recording case action or program-related information for individuals must be entered into CARES within 24 hours of action of contact with the individual. The Wisconsin Works agency will make entries into CARES using work program activity codes as defined in BHCE/BWP Operations Memos 03-31, 03-50, and 03-78.
12. Contractor must submit 2 copies the following reports to County pertaining to each Children First participant:
  - a. Employability plan; and
  - b. Compliance summary verifying participant's participation or failure to participate in the initial scheduled Orientation/Screening Assessment or scheduled appointments or meetings. The verification shall be submitted no less than five (5) days prior to the next scheduled court date as reflected on the stipulation or court order referring the participant to the Children First program.
13. Contractor shall be responsible for all payments to program participants for transportation costs.
14. Contractor shall identify participants as non-compliant when such participants refuse or fail without Good Cause to cooperate with Children First requirements. Contractor shall document non-compliance in CARES and have a fact-finding procedure for participants in non-compliance. If an incident of non-compliance cannot be resolved between Contractor and the participant, Contractor shall send Notice of Noncompliance to the participant, with a copy to the County. The Notice shall include information on the participant's right to an Administrative Review hearing, which shall

be conducted by the Contractor pursuant to the procedures identified in the DCF's 2012 Children First Program Guide (incorporated herein by reference).

15. If a participant does not respond to or participate in the fact-finding process, or comply with Children First program requirements, Contractor must notify County of same by affidavit.
16. Contractor shall be available to attend community-based events outside of regular business hours at the request of County, provided County gives two weeks notice of the event.

ATTACHMENT II

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT ENFORCEMENT  
AND  
CHILDREN FIRST AGENCY  
COMPENSATION AND PAYMENT METHOD  
2013 PURCHASE OF SERVICE CONTRACT

Contractor shall be compensated for work performed as follows, provided that Contractor complies with all of the performance and reporting requirements listed in Attachment I:

Contractor shall receive \$400.00 upon providing the Children First Compliance Report to the court prior to the first court hearing after enrollment.

Contractor shall submit to County, on or before the tenth (10th) working day of the month, in the form and format approved by County, an invoice for the purchased services furnished to eligible recipients during the preceding month, it being understood that such invoice may be subject to audit by County before and/or after payment is made.

Upon receipt and approval of the monthly statement, County shall pay the amount of the invoice. However, in no event shall payments made by County to Contractor by the end of any month exceed one-tenth (1/10th) of the annualized contract amount, net of other revenues, multiplied by the number of contract months elapsed.

Invoices submitted by Contractor to County later than twenty (20) days following termination of this contract shall not be honored.

County reserves the right to withhold payment or modify the above payment schedule where Contractor fails to deliver the contracted services in accordance with the terms of this contract or fails to submit billing claims as required above.



# Milwaukee County

County Courthouse  
901 N. 9th Street, Rm.  
105  
Milwaukee, WI 53233

## Certified Copy

Action Report: 13-196

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**File Number: 13-196**

From the Director, Child Support Services, requesting authorization to execute Children First contracts with United Migrant Opportunity Services, Inc. (UMOS), Center for Veterans Issues (CVI), and My Father's House (MFH) for the provision of employment assistance for unemployed or underemployed payers who are court ordered into the Children First Program.

SEE ATTACHMENTS

I, Joseph J. Czarnezki, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that this is a true copy of Action Report No. 13-196, ADOPTED by the County Board on March 21, 2013 and SIGNED by the County Executive on March 29, 2013.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee.

Attest:


Handwritten signature of Joseph J. Czarnezki in black ink.

\_\_\_\_\_  
Joseph J. Czarnezki

\_\_\_\_\_  
April 08, 2013

\_\_\_\_\_  
Date Certified



**Re: DBE Participation Recommendation form**   
Nelson Soler to: Agnes Marcinowski  
Cc: Jetaunne Richardson, Joyce Winfrey

04/19/2013 11:57 AM

As I remember, we jointly filled out the form.

We are all set we keep the form is kept on our side. We will gladly send you a copy for your records and you are good to continue moving forward with your contracts.

Thanks for updating my information in the directory.

Regards,

Nelson Soler, MBA/MS/EE  
Director, DBE Liaison Officer  
Office of Small Business Development (CBDP)  
Milwaukee County - City Campus  
2711 W Wells St, Room 807, Milwaukee, WI 53208  
Phone 414-278-4608  
nelson.soler@milwcnty.com  
Fostering economic growth through small business development

Agnes Marcinowski Nelson, Thank you for taking time to meet with...

04/18/2013 11:53:38 AM

From: Agnes Marcinowski/CSE/Milwaukee County  
To: Nelson Soler/CtyBoard/Milwaukee County@MILWCO,  
Cc: Jetaunne Richardson/CSE/Milwaukee County@milwco  
Date: 04/18/2013 11:53 AM  
Subject: DBE Participation Recommendation form

---

Nelson,

Thank you for taking time to meet with Jetaunne Richardson and myself last Thursday 4/11/13 regarding the Children First contract.

Jetaunne has mentioned that we have not received the DBE Participation Recommendation form. Jetaunne had to be out of the office this afternoon, so I offered to contact. When we left you did not mention that you needed anything else from us.

Did you mail the DBE Participation Recommendation form to Jetaunne? If you need anything else please let us know.

Thank for your help.

Agnes Marcinowski  
Operations Manager  
Milwaukee County Child Support  
901 N 9th ST Room 101  
Milwaukee, WI 53233

Phone (414) 278-5209  
Fax (414) 223-1834



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****GENERAL LIABILITY DELUXE ENDORSEMENT:  
HUMAN SERVICES**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE**

It is understood and agreed that the following extensions only apply in the event that no other specific coverage for the indicated loss exposure is provided under this policy. If such specific coverage applies, the terms, conditions and limits of that coverage are the sole and exclusive coverage applicable under this policy, unless otherwise noted on this endorsement. The following is a summary of the Limits of Insurance and additional coverages provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

| <b>Coverage Applicable</b>  | <b>Limit of Insurance</b> | <b>Page #</b> |
|---|---------------------------|---------------|
| Extended Property Damage  | Included                  | 2             |
| Limited Rental Lease Agreement Contractual Liability                          | \$50,000 limit            | 2             |
| Non-Owned Watercraft  | Less than 58 feet         | 2             |
| Damage to Property You Own, Rent, or Occupy                                   | \$30,000 limit            | 2             |
| Damage to Premises Rented to You  | \$1,000,000               | 3             |
| HIPAA   | Clarification             | 4             |
| Medical Payments  | \$20,000                  | 5             |
| Medical Payments – Extended Reporting Period                                  | 3 years                   | 5             |
| Athletic Activities   | Amended                   | 5             |
| Supplementary Payments – Bail Bonds   | \$5,000                   | 5             |
| Supplementary Payment – Loss of Earnings                                      | \$1,000 per day           | 5             |
| Employee Indemnification Defense Coverage                                     | \$25,000                  | 5             |
| Key and Lock Replacement – Janitorial Services Client Coverage                | \$10,000 limit            | 6             |
| Additional Insured – Newly Acquired Time Period                               | Amended                   | 6             |
| Additional Insured – Medical Directors and Administrators                     | Included                  | 7             |
| Additional Insured – Managers and Supervisors (with Fellow Employee Coverage) | Included                  | 7             |
| Additional Insured – Broadened Named Insured                                  | Included                  | 7             |
| Additional Insured – Funding Source   | Included                  | 7             |
| Additional Insured – Home Care Providers                                      | Included                  | 7             |
| Additional Insured – Managers, Landlords, or Lessors of Premises              | Included                  | 7             |
| Additional Insured – Lessor of Leased Equipment                               | Included                  | 7             |
| Additional Insured – Grantor of Permits                                       | Included                  | 8             |
| Additional Insured – Vendor   | Included                  | 8             |
| Additional Insured – Franchisor   | Included                  | 9             |
| Additional Insured – When Required by Contract                                | Included                  | 9             |
| Additional Insured – Owners, Lessees, or Contractors                          | Included                  | 9             |
| Additional Insured – State or Political Subdivisions                          | Included                  | 10            |

|   |               |    |
|---|---------------|----|
| Duties in the Event of Occurrence, Claim or Suit                            | Included      | 10 |
| Unintentional Failure to Disclose Hazards                                   | Included      | 10 |
| Transfer of Rights of Recovery Against Others To Us                         | Clarification | 10 |
| Liberalization  | Included      | 11 |
| Bodily Injury – includes Mental Anguish                                     | Included      | 11 |
| Personal and Advertising Injury – includes Abuse of Process, Discrimination | Included      | 11 |

#### A. Extended Property Damage

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **a.** is deleted in its entirety and replaced by the following:

##### a. Expected or Intended Injury

“Bodily injury” or property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

#### B. Limited Rental Lease Agreement Contractual Liability

**SECTION I – COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **b. Contractual Liability** is amended to include the following:

- (3) Based on the named insured’s request at the time of claim, we agree to indemnify the named insured for their liability assumed in a contract or agreement regarding the rental or lease of a premises on behalf of their client, up to \$50,000. This coverage extension only applies to rental lease agreements. This coverage is excess over any renter’s liability insurance of the client.

#### C. Non-Owned Watercraft

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**, Paragraph **g. (2)** is deleted in its entirety and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 58 feet long; and
  - (b) Not being used to carry persons or property for a charge;

This provision applies to any person, who with your consent, either uses or is responsible for the use of a watercraft. This insurance is excess over any other valid and collectible insurance available to the insured whether primary, excess or contingent.

#### D. Damage to Property You Own, Rent or Occupy

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE**



**LIABILITY**, Subsection **2. Exclusions**, Paragraph **j. Damage to Property**, Item **(1)** is deleted in its entirety and replaced with the following:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, unless the damage to property is caused by your client, up to a \$30,000 limit. A client is defined as a person under your direct care and supervision.

**E. Damage to Premises Rented to You**

1. If damage by fire to premises rented to you is not otherwise excluded from this Coverage Part, the word "fire" is changed to "fire, lightning, explosion, smoke, or leakage from automatic fire protective systems" where it appears in:

- a. The last paragraph of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subsection **2. Exclusions**; is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

- b. **SECTION III – LIMITS OF INSURANCE**, Paragraph 6. is deleted in its entirety and replaced by the following:

Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems while rented to you or temporarily occupied by you with permission of the owner.

- c. **SECTION V – DEFINITIONS**, Paragraph 9.a., is deleted in its entirety and replaced by the following:

A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Subsection **4. Other Insurance**, Paragraph **b. Excess Insurance**, **(1) (a) (ii)** is deleted in its entirety and replaced by the following:

That is insurance for fire, lightning, explosion, smoke, or leakage from automatic fire protective systems for premises rented to you or temporarily occupied by you with permission of the owner;

3. The Damage To Premises Rented To You Limit section of the Declarations is amended to the greater of:

- a. \$1,000,000; or
- b. The amount shown in the Declarations as the Damage to Premises Rented to You Limit.

This is the most we will pay for all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, smoke, or leaks from automatic fire protective systems or any combination thereof.

## F. HIPAA

**SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, is amended as follows:

1. Paragraph **1. Insuring Agreement** is amended to include the following:

We will pay those sums that the insured becomes legally obligated to pay as damages because of a “violation(s)” of the Health Insurance Portability and Accountability Act (HIPAA). We have the right and the duty to defend the insured against any “suit,” “investigation,” or “civil proceeding” seeking these damages. However, we will have no duty to defend the insured against any “suit” seeking damages, “investigation,” or “civil proceeding” to which this insurance does not apply.

2. Paragraph **2. Exclusions** is amended to include the following additional exclusions:

This insurance does not apply to:

- a. **Intentional, Willful, or Deliberate Violations**

Any willful, intentional, or deliberate “violation(s)” by any insured.

- b. **Criminal Acts**

Any “violation” which results in any criminal penalties under the HIPAA.

- c. **Other Remedies**

Any remedy other than monetary damages for penalties assessed.

- d. **Compliance Reviews or Audits**

Any compliance reviews by the Department of Health and Human Services.

3. **SECTION V – DEFINITIONS** is amended to include the following additional definitions:

- a. “Civil proceeding” means an action by the Department of Health and Human Services (HHS) arising out of “violations.”
- b. “Investigation” means an examination of an actual or alleged “violation(s)” by HHS. However, “investigation” does not include a Compliance Review.
- c. “Violation” means the actual or alleged failure to comply with the regulations included in the HIPAA.

**G. Medical Payments – Limit Increased to \$20,000, Extended Reporting Period**

If **COVERAGE C MEDICAL PAYMENTS** is not otherwise excluded from this Coverage Part:

1. The Medical Expense Limit is changed subject to all of the terms of **SECTION III - LIMITS OF INSURANCE** to the greater of:
  - a. \$20,000; or
  - b. The Medical Expense Limit shown in the Declarations of this Coverage Part.
2. **SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 1. **Insuring Agreement**, a. (3) (b) is deleted in its entirety and replaced by the following:
  - (b) The expenses are incurred and reported to us within three years of the date of the accident.

**H. Athletic Activities**

**SECTION I – COVERAGES, COVERAGE C MEDICAL PAYMENTS**, Subsection 2. **Exclusions**, Paragraph e. **Athletic Activities** is deleted in its entirety and replaced with the following:

**e. Athletic Activities**

To a person injured while taking part in athletics.

**I. Supplementary Payments**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGE A AND B** are amended as follows:

1. **b.** is deleted in its entirety and replaced by the following:
  1. **b.** Up to \$5000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these.
- 1.**d.** is deleted in its entirety and replaced by the following:
  1. **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.

**J. Employee Indemnification Defense Coverage**

**SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** the following is added:

We will pay, on your behalf, defense costs incurred by an “employee” in a criminal proceeding occurring in the course of employment.

The most we will pay for any “employee” who is alleged to be directly involved in a criminal proceeding is \$25,000 regardless of the numbers of “employees,” claims or “suits” brought or persons or organizations making claims or bringing “suits.”

**K. Key and Lock Replacement – Janitorial Services Client Coverage****SECTION I – COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is

amended to include the following:

We will pay for the cost to replace keys and locks at the “clients” premises due to theft or other loss to keys entrusted to you by your “client,” up to a \$10,000 limit per occurrence and \$10,000 policy aggregate.

We will not pay for loss or damage resulting from theft or any other dishonest or criminal act that you or any of your partners, members, officers, “employees”, “managers”, directors, trustees, authorized representatives or any one to whom you entrust the keys of a “client” for any purpose commit, whether acting alone or in collusion with other persons.

The following, when used on this coverage, are defined as follows:

- a. "Client" means an individual, company or organization with whom you have a written contract or work order for your services for a described premises and have billed for your services.
- b. "Employee" means:
  - (1) Any natural person:
    - (a) While in your service or for 30 days after termination of service;
    - (b) Who you compensate directly by salary, wages or commissions; and
    - (c) Who you have the right to direct and control while performing services for you; or
  - (2) Any natural person who is furnished temporarily to you:
    - (a) To substitute for a permanent "employee" as defined in Paragraph (1) above, who is on leave; or
    - (b) To meet seasonal or short-term workload conditions;
 while that person is subject to your direction and control and performing services for you.
  - (3) "Employee" does not mean:
    - (a) Any agent, broker, person leased to you by a labor leasing firm, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
    - (b) Any "manager," director or trustee except while performing acts coming within the scope of the usual duties of an "employee."
- c. "Manager" means a person serving in a directorial capacity for a limited liability company.

**L. Additional Insureds**

**SECTION II – WHO IS AN INSURED** is amended as follows:

1. If coverage for newly acquired or formed organizations is not otherwise excluded from this

Coverage Part, Paragraph **3.a.** is deleted in its entirety and replaced by the following:

- a. Coverage under this provision is afforded until the end of the policy period.
2. Each of the following is also an insured:
- a. **Medical Directors and Administrators** – Your medical directors and administrators, but only while acting within the scope of and during the course of their duties as such. Such duties do not include the furnishing or failure to furnish professional services of any physician or psychiatrist in the treatment of a patient.
  - b. **Managers and Supervisors** – Your managers and supervisors are also insureds, but only with respect to their duties as your managers and supervisors. Managers and supervisors who are your “employees” are also insureds for “bodily injury” to a co-“employee” while in the course of his or her employment by you or performing duties related to the conduct of your business.

This provision does not change Item 2.a.(1)(a) as it applies to managers of a limited liability company.

- c. **Broadened Named Insured** – Any organization and subsidiary thereof which you control and actively manage on the effective date of this Coverage Part. However, coverage does not apply to any organization or subsidiary not named in the Declarations as Named Insured, if they are also insured under another similar policy, but for its termination or the exhaustion of its limits of insurance.
- d. **Funding Source** – Any person or organization with respect to their liability arising out of:
  - (1) Their financial control of you; or
  - (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- e. **Home Care Providers** – At the first Named Insured's option, any person or organization under your direct supervision and control while providing for you private home respite or foster home care for the developmentally disabled.
- f. **Managers, Landlords, or Lessors of Premises** – Any person or organization with respect to their liability arising out of the ownership, maintenance or use of that part of the premises leased or rented to you subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any “occurrence” which takes place after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of that person or organization.
- g. **Lessor of Leased Equipment – Automatic Status When Required in Lease Agreement With You** – Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization is to be added as an additional insured on your policy. Such person or

organization is an insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- h. Grantors of Permits** – Any state or political subdivision granting you a permit in connection with your premises subject to the following additional provision:
- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with the premises you own, rent or control and to which this insurance applies:
    - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;
    - (b) The construction, erection, or removal of elevators; or
    - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- i. Vendors** – Only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
- (1) The insurance afforded the vendor does not apply to:
    - (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
    - (b) Any express warranty unauthorized by you;
    - (c) Any physical or chemical change in the product made intentionally by the vendor;
    - (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
    - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
    - (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (i) The exceptions contained in Sub-paragraphs (d) or (f); or
  - (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing.
- j. **Franchisor** – Any person or organization with respect to their liability as the grantor of a franchise to you.
- k. **As Required by Contract** – Any person or organization where required by a written contract executed prior to the occurrence of a loss. Such person or organization is an additional insured for "bodily injury," "property damage" or "personal and advertising injury" but only for liability arising out of the negligence of the named insured. The limits of insurance applicable to these additional insureds are the lesser of the policy limits or those limits specified in a contract or agreement. These limits are included within and not in addition to the limits of insurance shown in the Declarations
- l. **Owners, Lessees or Contractors** – Any person or organization, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - (1) Your acts or omissions; or
  - (2) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured when required by a contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**m. State or Political Subdivisions** – Any state or political subdivision as required, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
- (2) This insurance does not apply to:
  - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

**M. Duties in the Event of Occurrence, Claim or Suit**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2.** is amended as follows:

**a.** is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**b.** is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

**N. Unintentional Failure To Disclose Hazards**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations** is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

**O. Transfer of Rights of Recovery Against Others To Us**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of**



**Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

**P. Liberalization**

**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

**Q. Bodily Injury – Mental Anguish**

**SECTION V – DEFINITIONS**, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- a. Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

**R. Personal and Advertising Injury – Abuse of Process, Discrimination**

If **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE** is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

1. **SECTION V – DEFINITIONS**, Paragraph 14.b. is deleted in its entirety and replaced by the following:

- b. Malicious prosecution or abuse of process;

2. **SECTION V – DEFINITIONS**, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
  - (1) Any insured; or
  - (2) Any executive officer, director, stockholder, partner or member of the insured;
- b. Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

- c. Directly or indirectly related to the sale, rental, lease or sublease or prospective sales, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured; or
- d. Insurance for such discrimination is prohibited by or held in violation of law, public policy, legislation, court decision or administrative ruling.

The above does not apply to fines or penalties imposed because of discrimination.

**MILWAUKEE COUNTY FISCAL NOTE FORM**

**DATE:** 10/20/15

Original Fiscal Note

Substitute Fiscal Note

**SUBJECT:** From the Director, Child Support Services, requesting authorization to execute extensions to Children First Contracts with United Migrant Opportunity Services Inc. (UMOS), Center for Veterans Issues (CVI), and My Father's House (MFH) to provide employment services to unemployed or underemployed child support obligors.

**FISCAL EFFECT:**

- No Direct County Fiscal Impact
- Existing Staff Time Required
- Increase Operating Expenditures  
(If checked, check one of two boxes below)
  - Absorbed Within Agency's Budget
  - Not Absorbed Within Agency's Budget
- Decrease Operating Expenditures
- Increase Operating Revenues
- Decrease Operating Revenues
- Increase Capital Expenditures
- Decrease Capital Expenditures
- Increase Capital Revenues
- Decrease Capital Revenues
- Use of contingent funds

*Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.*

|                                   | <b>Expenditure or Revenue Category</b> | <b>Current Year</b> | <b>Subsequent Year</b> |
|-----------------------------------|--|---------------------|------------------------|
| <b>Operating Budget</b>           | Expenditure                            | 0                   | 0                      |
|                                   | Revenue                                | 0                   | 0                      |
|                                   | Net Cost                               | 0                   | 0                      |
| <b>Capital Improvement Budget</b> | Expenditure                            |                     |                        |
|                                   | Revenue                                |                     |                        |
|                                   | Net Cost                               |                     |                        |

**DESCRIPTION OF FISCAL EFFECT**

**In the space below, you must provide the following information. Attach additional pages if necessary.**

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.<sup>1</sup> If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Director of Child Support Services requests the County Board's authorization, by resolution, to execute extension of Child Support's Children First contracts with UMOS, CVI and MFH for the period January 1, 2016, through December 31, 2016.

B. There are no direct costs, savings, or anticipated revenues associated with this action in the current budget year.

C. There is no budgetary impact associated with these contracts in the current year or subsequent year, as the Department has budgeted \$370,800 for these contracts in 2016, and the costs of the contracts are fully funded by the State.

D. No further assumptions are made.

Department/Prepared By Department of Child Support Services, Jim Sullivan, Director

Authorized Signature

Did DAS-Fiscal Staff Review?  Yes  No

Did CDBP Review?<sup>2</sup>  Yes  No  Not Required

<sup>1</sup> If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

<sup>2</sup> Community Business Development Partners' review is required on all professional service and public work construction contracts.

**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

|   |   |
|---|---|
| Mail to:<br>Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse<br>Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse<br>Community Business Development Partners, 8th Floor City Campus | <b>CONTRACT TYPE</b><br>Professional Service - Operating<br>Professional Service - Capital<br>Purchase of Service <span style="float: right;">X</span><br>Preliminary <span style="margin-left: 20px;">x</span> Final |
|---|---|

|   |                          |                                      |
|---|--------------------------|--------------------------------------|
| DEPARTMENT NAME<br><b>Child Support Enforcement</b> | AGENCY NO.<br><b>243</b> | DEPARTMENT (HIGH) ORG<br><b>2430</b> |
|---|--------------------------|--------------------------------------|

**VENDOR INFORMATION**

|                            |            |        |       |              |
|----------------------------|------------|--------|-------|--------------|
| VENDOR NO.<br><b>94164</b> | ORDER TYPE | NEW or | AMEND | CONTRACT NO. |
|                            |            |        | X     |              |

|  |   |
|--|---|
| NAME OF VENDOR<br><b>United Migrant Opportunity Services, Inc.</b> | ADDRESS<br><b>2701 S Chase Ave<br/>PO Box 04129<br/>Milwaukee, WI 53207</b> |
|--|---|

|              |  |                                   |                                  |                          |
|--------------|--|-----------------------------------|----------------------------------|--------------------------|
| TAX I.D. NO. | EFFECTIVE DATES:<br>begin date                      end date | LENGTH OF CONTRACT<br>(IN MONTHS) | AMENDMENT ONLY: DOLLAR<br>CHANGE | TOTAL CONTRACT<br>AMOUNT |
|              | <b>01/01/13                      12/31/16</b>                | <b>48</b>                         |                                  | <b>\$352,000.00</b>      |

**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 |
|---------------------|---------|------|--------|----------|----------|----------|--------|------------|------------|-------|---------------------------------|
| 2013                | 01      | 0001 | 243    | 2440     |          |          | 6148   |            |            |       | \$ 92,000.00                    |
| 2014                | 02      | 0001 | 243    | 2440     |          |          | 6148   |            |            |       | \$ 60,000.00                    |
| 2015                | 03      | 0001 | 243    | 2440     |          |          | 6148   |            |            |       | \$ 100,000.00                   |
| 2016                | 04      | 0001 | 243    | 2440     |          |          | 6148   |            |            |       | \$ 100,000.00                   |

**PURPOSE OF CONTRACT**

Assist non-custodial parent to obtain employment through the Children First program.

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

If YES, give County Board File No. \_\_\_\_\_ Date Approved \_\_\_\_\_

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

|                                   |                      |      |                                  |
|-----------------------------------|----------------------|------|----------------------------------|
| Prepared By                       | <input type="text"/> | Date | <input type="text"/>             |
| Signature of County Administrator | <input type="text"/> | Date | Director<br><input type="text"/> |
|                                   |                      |      | Title<br><input type="text"/>    |

## Certificate Of Completion

Envelope Number: 080A904EAFE949FE931F29164E767EBE  
 Subject: Please DocuSign these documents: Children First Contract Extension-UMOS  
 Source Envelope:  
 Document Pages: 45  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled

Status: Completed

Envelope Originator:  
 Cheryl Berry  
 901 N 9th St  
 Ste 301  
 Milwaukee, WI 53233  
 cheryl.berry@milwaukeecountywi.gov  
 IP Address: 204.194.251.5

## Record Tracking

Status: Original  
 10/20/2015 4:11:21 PM CT  
 Holder: Cheryl Berry  
 cheryl.berry@milwaukeecountywi.gov  
 Location: DocuSign

## Signer Events

Rick Norris  
 rick.norris@milwaukeecountywi.gov  
 CBDP Director  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

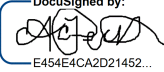
## Signature

DocuSigned by:  
  
 Rick Norris  
 AD4C84D4023E450...  
 Using IP Address: 204.194.251.5

## Timestamp

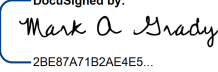
Sent: 10/20/2015 4:18:42 PM CT  
 Viewed: 10/21/2015 9:45:46 AM CT  
 Signed: 10/21/2015 9:50:28 AM CT

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

DocuSigned by:  
  
 E454E4CA2D21452...  
 Using IP Address: 204.194.251.5

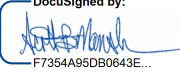
Sent: 10/21/2015 9:50:31 AM CT  
 Viewed: 10/21/2015 9:55:27 AM CT  
 Signed: 10/21/2015 9:55:58 AM CT

Mark A Grady  
 corpcounsilsignature@milwcnty.com  
 Deputy Corporation Counsel  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:


DocuSigned by:  
  
 Mark A Grady  
 2BE87A71B2AE4E5...  
 Using IP Address: 204.194.251.5

Sent: 10/21/2015 9:56:00 AM CT  
 Viewed: 10/26/2015 2:38:31 PM CT  
 Signed: 10/26/2015 2:38:54 PM CT

Scott B. Manske  
 comptrollerssignature@milwcnty.com  
 Comptroller  
 Milwaukee County  
 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Not Offered  
 ID:

DocuSigned by:  
  
 F7354A95DB0643E...  
 Using IP Address: 204.194.251.5

Sent: 10/26/2015 2:38:58 PM CT  
 Viewed: 10/28/2015 9:08:36 AM CT  
 Signed: 10/28/2015 9:08:45 AM CT

| Signer Events  | Signature  | Timestamp  |
|--|--|--|
| Cheryl Berry<br>cheryl.berry@milwaukeecountywi.gov<br>Executive Assistant - Child Support<br>Milwaukee County<br>Security Level: Email, Account Authentication (None)<br>Electronic Record and Signature Disclosure:<br>Not Offered<br>ID: | <br><br>Using IP Address: 204.194.251.5 | Sent: 10/28/2015 9:08:48 AM CT<br>Viewed: 10/28/2015 9:29:00 AM CT<br>Signed: 10/28/2015 9:29:31 AM CT |

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
|-------------------------|-----------|-----------|

| Editor Delivery Events | Status | Timestamp |
|------------------------|--------|-----------|
|------------------------|--------|-----------|

| Agent Delivery Events | Status | Timestamp |
|-----------------------|--------|-----------|
|-----------------------|--------|-----------|

| Intermediary Delivery Events | Status | Timestamp |
|------------------------------|--------|-----------|
|------------------------------|--------|-----------|

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
|---------------------------|--------|-----------|

| Carbon Copy Events | Status | Timestamp |
|--------------------|--------|-----------|
|--------------------|--------|-----------|

| Notary Events | Timestamp |
|---------------|-----------|
|---------------|-----------|

| Envelope Summary Events | Status | Timestamps |
|-------------------------|--------|------------|
|-------------------------|--------|------------|

|                     |                  |                          |
|---------------------|------------------|--------------------------|
| Envelope Sent       | Hashed/Encrypted | 10/28/2015 9:08:48 AM CT |
| Certified Delivered | Security Checked | 10/28/2015 9:29:00 AM CT |
| Signing Complete    | Security Checked | 10/28/2015 9:29:31 AM CT |
| Completed           | Security Checked | 10/28/2015 9:29:31 AM CT |

| Electronic Record and Signature Disclosure |
|--|
|--|

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**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"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul> |

|                                   |
|-----------------------------------|
| 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.

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