

CONTRACT FORM 1684 R4 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE			
	Professional Service - Operating			
	Professional Service - Capital		X	
	Purchase of Service			
	Preliminary		Final	X

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Behavioral Health Division	630	6312

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.		
		X		BHD	PSC15	32017

NAME OF VENDOR	ADDRESS
Cambio Solutions	1119 Periwinkle Way 193 Sanibel, FL 33957

TAX I.D. NO.	EFFECTIVE DATES: begin date end date		LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
81-4817843	02/01/17	12/31/17	11		\$ 99,900.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01		630	6312			6149				\$ 99,900.00

PURPOSE OF CONTRACT

Vendor will provide strategic advice and project management services to MCBHD.

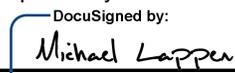
Was County Board approval received prior to contract execution or contract amendment or extension?

If YES, give County Board File No. _____ Date Approved _____

If NO, why is County Board approval not required? Contract under \$100,000

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

Is Vendor a certified professional service DBE? YES NO

Lolita Williams	03/08/17	Compliance Specialist
Prepared By	Date	Title
	3/20/2017	BHD Administrator
Signature of County Administrator	Date	Title

*	NAICS CODE	DESCRIPTION
	212319	Other Crushed & Broken Stone Mining & Quarrying
	212321	Construction Sand & Gravel Mining
	212322	Industrial Sand Mining
	236117	New Housing Operative Builders
	236118	Residential Remodelers
	236210	Industrial Building Construction
	236220	Commercial & Institutional Building Construction
	237110	Water & Sewer Line & Related Structures Construction
	237120	Oil & Gas Pipeline & Related Structures Construction
	237130	Power & Communication Line & Related Structures Construction
	237310	Highway, Street & Bridge Construction
	237990	Other Heavy & Civil Engineering Construction
	238110	Poured Concrete Foundation & Structure Contractors
	238120	Structural Steel and Precast Concrete Contractors
	238130	Framing Contractors
	238140	Masonry Contractors
	238150	Glass and Glazing Contractors
	238160	Roofing Contractors
	238170	Siding Contractors
	238190	Other Foundation, Structure & Building Exterior Contractors
	238210	Electrical Contractors & Other Wiring Installation Contractors
	238220	Plumbing, Heating & Air-Conditioning Contractors
	238290	Other Building Equipment Contractors
	238310	Drywall & Insulation Contractors
	238320	Painting and Wall Covering Contractors
	238330	Flooring Contractors
	238340	Tile & Terrazzo Contractors
	238350	Finish Carpentry Contractors
	238390	Other Building Finishing Contractors
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	323114	Quick Printing
	323116	Manifold Business Forms Printing
	323117	Books Printing
	323119	Other Commercial Printing
	325998	All Other Miscellaneous Chemical Product & Preparation Manufacturing
	327215	Glass Product Manufacturing Made of Purchased Glass
	327320	Ready-Mix Concrete Manufacturing
	331210	Iron & Steel Pipe & Tube Manufacturing from Purchased Steel
	332116	Metal Stamping
	332311	Prefabricated Metal Building & Component Manufacturing
	332312	Fabricated Structural Metal Manufacturing
	332321	Metal Window & Door Manufacturing
	332322	Sheet Metal Work Manufacturing
	332323	Ornamental & Architectural Metal Work Manufacturing
	332510	Hardware Manufacturing
	423210	Furniture Merchant Wholesalers
	423310	Lumber, Plywood, Millwork & Wood Panel Merchant Wholesalers
	423320	Brick, Stone & Related Construction Material Merchant Wholesalers
	423330	Roofing, Siding & Insulation Material Merchant Wholesalers
	423390	Other Construction Material Merchant Wholesalers
	423510	Metal Service Centers & Other Metal Merchant Wholesalers
	423610	Electrical Apparatus & Equipment, Wiring Supplies & Related Equipment Merchant Wholesalers
	423690	Other Electronic Parts & Equipment Merchant Wholesalers
	423710	Hardware Merchant Wholesalers
	423720	Plumbing & Heating Equipment & Supplies (Hydronics) Merchant Wholesalers
	423730	Warm Air Heating & Air-Conditioning Equipment & Supplies Merchant Wholesalers

423740	Refrigeration Equipment & Supplies Merchant Wholesalers
423840	Industrial Supplies Merchant Wholesalers
443120	Computer & Software Stores
445299	All Other Specialty Food Stores
453110	Florists
453210	Office Supplies and Stationery Stores
453998	All Other Miscellaneous Store Retailers (except Tobacco Stores)
454210	Vending Machine Operators
454390	All Other Direct Selling Establishments
485991	Special Needs Transportation
485999	All Other Transit & Ground Passenger Transportation
488410	Motor Vehicle Towing
492110	Couriers & Express Delivery Services
492210	Local Messengers & Local Delivery
493110	General Warehousing & Storage
517110	Wired Telecommunications Carriers (except Satellite)
523120	Security Brokers and Dealers
523930	Investment Advice
524210	Insurance Agents, Brokers and Service
524291	Claims Adjusting
524292	Third Party Administration of Insurance
532490	Equipment Rental and Leasing, NEC
541110	Office Administrative Services
541211	Accounting, Auditing and Bookkeeping
541213	Tax Return Preparation Services
541219	Accounting Services/Other
541310	Architectural Services
541320	Landscape Architectural Services
541330	Engineering Services
541340	Drafting Services
541360	Geophysical Surveying & Mapping Services
541370	Surveying & Mapping (Except Geophysical) Services
541380	Testing Laboratories
541410	Interior Designs Services
541420	Industrial Design Services
541430	Commercial Art and Graphic Design / Graphic Design Services
541511	Custom Computer Programming Services
541512	Computer Systems Design Services
541513	Computer Facilities Management Services
541611	Management Consulting Services
541613	Marketing Consulting Services
541618	Other Management Consulting Services
541620	Environmental Services
541730	Landscape Services (lawn care, sod laying, seeding, installations, etc.)
541810	Advertising Agencies
541820	Public Relations Services
541860	Direct Mail Advertising Services
541910	Educational Research Commercial
541922	Photographic Services
541930	Translation and Interpretation Services
561110	Legal Services
561210	Facilities Support Services
561320	Temporary Help Services
561410	Computer Process/Data Preparation and Processing
561439	Photocopying and Duplicating Services
561440	Collection Services
561510	Travel Agencies

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made effective the **1st** day of February, 2017 by and between Cambio Solutions LLC (“Cambio”) and Milwaukee County Behavioral Health Division (hereinafter referred to as “MCBHD”), as represented by Mike Lappen, Administrator of the Milwaukee County Behavioral Health Division (MCBHD) with the Department of Health and Human Services.

In consideration of the mutual promises contained in this agreement, and subject to amendment by mutual agreement of the parties, MCBHD will pay Cambio a total not to exceed \$99,900 to provide project leadership and management services to MCBHD. Cambio will provide leadership and project management services for specified projects outlined in the scope of work document in **Exhibit A**.

MCBHD and Cambio agree these services may be modified based on mutual consent.

For the MCBHD internal purposes, the costs related to such consultation will be assigned and charged to Central Admin 6312 – 6149 Professional Services.

Cambio will notify MCBHD at such time as the fees for professional services reach \$80,000 and Cambio and MCBHD will discuss whether further extension or amendment of this agreement is advisable or possible or whether work under this agreement needs to be concluded within the originally agreed sum.

Cambio shall commence services on or about February, 2017 and continue thereafter as determined by MCBHD Administrator Mike Lappen or his designee.

Cambio and MCBHD agree that Cambio’s services will be provided on an hourly basis for the sum of \$175.00 per hour, plus out of pocket expenses. Partial billing will be calculated at a rate of \$43.75 for every 15 minutes of service or portion thereof. All documentation of services

provided and applied billing will be submitted on a bi-weekly basis to the appropriate designated individual. Cambio understands and agrees that its oral and written communications with MCBH regarding proprietary matters are confidential. Cambio agrees to work only upon direction from Administrator Lappen or designee, and no others. Communications from any others to Cambio requesting advice or work will be referred to Administrator Lappen.

All reports, correspondence, data and other material provided furnished, or assembled by Cambio for the purpose of these project shall be the exclusive property of the MCBHD. No portion of the work covered by this Agreement may be assigned or subcontracted out without the prior written consent of MCBHD.

Cambio shall provide Administrator Lappen regular updates of progress towards plan.

Any work description that would disclose confidential matters shall be redacted from the invoice copy.

Cambio's Scope of Work document is attached to this Agreement as Exhibit A and is incorporated herein. If there is a conflict between this Agreement and Exhibit A, this Agreement controls. Otherwise, the documents are to be read in concert as part of one agreement.

Nothing contained in this Agreement shall constitute, or be construed to create, a partnership or joint venture between MCBHD and Cambio. In entering into this Agreement and in performing the services required under it, Cambio will be acting at all times as an independent Contractor.

Cambio agrees to permit authorized representatives of the Milwaukee County Auditor, after reasonable notice, the right to inspect and audit all records relating to the carrying out of this Agreement for a period of up to three years after completion of the Agreement.

The County reserves the right to terminate this Agreement at any time by giving Cambio written notice of such termination from Administrator Lappen or his designee. Upon termination,

Cambio shall cease to provide services and shall turn over all work product to Administrator Lappen or his designee. MCBHD remains obligated for the cost of services provided by Cambio before termination.

During the period of this Agreement, Cambio shall not hire, retain or utilize for compensation any member, officer, or employee of Milwaukee County or any person who, to the knowledge of Cambio, has a conflict of interest as defined in the Milwaukee County Code of Ethics.

Cambio hereby attests that it is familiar with, and agrees to abide by Milwaukee County's Code of Ethics which states, in part, "No person may offer to give to any County officer or employee or his immediate family, may solicit or receive anything of value pursuant to an understanding that such officer's or employee's vote, official actions or judgment would be influenced thereby."

Cambio shall indemnify Milwaukee County against any and all unemployment, worker compensation or other workplace claims.

In the performance of work under this Contract, Cambio shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, sexual orientation or gender identity, or handicap, which shall include, but not be limited to, the following:

Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

Cambio will post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the non-discriminatory clause.

A copy of this Agreement shall be binding and regarded as if signed in the original. Notices to Milwaukee County provided for in this Agreement shall be sufficient if sent by mail, postage prepaid, addressed to: Mike Lappen, Administrator Milwaukee County Behavioral Health

Division, 9455 W. Watertown Plank Road, Milwaukee, Wisconsin 53226, and notices to Cambio shall be sufficient if sent by mail to Cambio c/o Alicia Modjeska, 1119 Periwinkle Way, #193 Sanibel FL 33957.

This Agreement constitutes the entire agreement between the parties and may be amended only by a supplementary agreement subscribed by both signatories to this Agreement. This contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin.

IN WITNESS WHEREOF, the parties to this Agreement have caused this instrument to be executed by their respective proper officers:

FOR: MILWAUKEE COUNTY

DocuSigned by:
Hector Colon 3/30/2017
Hector Colon, Director Date
Milwaukee County
Department of Health and Human Services

FOR: CONTRACTOR

DocuSigned by:
Alicia B. Modjeska 3/17/2017
(Signature) Date
Alicia B. Modjeska
(Please print name of person signing)

DIVISION APPROVAL

DocuSigned by:
Michael Lappen 3/20/2017
Mike Lappen, Administrator Date
Milwaukee County Behavioral Health Division
Department of Health and Human Services

CONTRACT MANAGEMENT APPROVAL

DocuSigned by:
Brit Williams-Van Klooster 3/20/2017
Brit Williams-Van Klooster Date
Department Director

CBDP Approval

DocuSigned by:
Rick Norris 3/16/2017
By CBDDP Date
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COMPTROLLER APPROVAL
Approved as to funds available per
Wisconsin Statute Section 59.255(2)(e)

DocuSigned by:
[Signature] 4/7/2017
Comptroller Date
F7334A95DB0643E...

CORPORATION COUNSEL APPROVAL
Approved for Execution

DocuSigned by:
Paul Englitsch 3/21/2017
Corporation Counsel Date
2BE87A71B2AE4E5...

RISK MANAGEMENT APPROVAL

DocuSigned by:
Paul Schwegal 3/29/2017
Risk Management Date
430D50B2E68949A...

CORPORATION COUNSEL APPROVAL
Approved as compliant under Sec. 59.42(2)(b)5, Stats.

DocuSigned by:
Paul Englitsch 4/11/2017
Corporation Counsel Date
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COUNTY EXECUTIVE APPROVAL

DocuSigned by:
Chris Abele 4/10/2017
Chris Abele Date
2E580B33A2CC443...
Milwaukee County Executive



CAMBIO SOLUTIONS LLC

January 17, 2017

Mr. Mike Lappen
Administrator, Milwaukee County Behavioral Health Division
9455 Watertown Plank Road
Milwaukee, WI 53226

Dear Mike,

Thank you for the opportunity to allow Cambio Solutions LLC ("Cambio") to present this Statement of Work (SOW) for Consulting Services to Milwaukee County Behavioral Health Division ("MCBHD"). This Scope of Work takes into account my current understanding of the MCBHD vision to change the location and manner in which behavioral health acute care services are provided for adults and children and adolescents.

Based on our discussions you are requesting I continue to provide strategic advice and project management to outsource and relocate acute services. This Scope of Work describes the tasks and deliverables which need to be accomplished during 2017 and is effective pursuant to the Professional Services Agreement dated _____ by and between Cambio and MCBHD.

Project Description

MCBHD has been engaged in the strategic effort to outsource acute services for the last 24 months. This effort is governed by the Milwaukee County Mental Health Board who established a Task Force to oversee and participate in the process of outsourcing the acute services to one of two out of state providers. Task Force members are currently planning to perform site visits to several organizations to complete the final phase of the due diligence process with the out of state provider options.

During the last six months Children's Hospital of Wisconsin (CHW) has expressed interest in providing acute children and adolescent services in partnership with Rogers Memorial Hospital. CHW has also expressed interest in providing CCS and potentially other community services as well. Several meetings with Children's CEO have occurred but to date there has been little progress on solidifying the relationship.

United Health Services (UHS), one of the out of state providers has the capacity and expertise to also provide children and adolescent services. To date, there have not been any discussions with UHS's interest in providing CCS services. Since acute and CCS services are covered by Medicaid, including the services in an overall financial package with UHS may be financially

advantages to MCBHD as these services may offset the cost of acute adult care. Therefore further analysis is required to determine where these services will be offered.

During the last 60 days Ascension Health has expressed interest in providing a new location for adult acute services at the St. Joseph Hospital campus on Chambers and Burleigh. Ascension Health has no interest in operating a behavioral health hospital but is open to discussions concerning the integration of medical and behavioral health care. Additionally, it would be financially advantageous for any provider of behavioral health acute services to be co-located at a medical facility as the IMD exclusion can be eliminated under certain conditions. Hence, MCBHD is now reassessing the outsourcing of the behavioral health operations. Maintaining the operations of these services may result in decreasing the use of tax levy which could be diverted and used with the expansion of community services.

Lastly, MCBHD has been in the process of developing a North Side Facility which will provide numerous integrated psychiatric, social and medical services in the heart of the north side community. The St. Joseph location may prove to be the best site for the North Side Facility and needs to be vetted as such.

This work effort is complex and strategically important to MCBHD. The project includes numerous variables and options to be considered and thoroughly vetted. The list below includes key areas of support;

1. Completing the due diligence process for UHS and Correct Care (CC)
2. Developing a request for the clinical model and financial requirements from UHS and CC
3. Completing an analysis of children and adolescent financial impact, as well as determining how these outsourcing of these services will impact the broader community continuum of care. And how the WRAP program may be impacted by this change.
4. Preparing a site analysis of all available space at St. Joseph and determining available square footage
5. Evaluating and determining the most advantageous financial and clinical solution
6. Determining if the north side facility can be placed at the St. Joes campus
7. Ascertain if contracting for ancillary supports for the north side with Ascension could lead to a broader acute behavioral health operation and utilize the planning and contractual activities as a foundation for a broader acute location relationship.
8. Perform a full due diligence process with CHW, and Ascension.
9. Based on the results of the due diligence process for all the options listed above, develop a business case and financial pro-forma for each option including a cost-benefit and capacity analysis of the future MCBHD infrastructure and operations.
10. Collaborate with IMSD to identify, and configure the information technology necessary to support the final models and determine the best technology options.
11. A detailed work plan to reflect all the options

12. The creation of additional workgroups responsible for gathering information and preparing reports to the Task Force to review and prepare recommendations to the Milwaukee County Mental Health Board.
13. Collaborate with corporation counsel, and Larri Bloomfield to prepare all necessary legal documents and assist with negotiations.
14. Development of an Ascension Corporation which would "house" all employees (except psychiatrists)
15. Evaluate the need to create a different medical staff organization that could support acute and community services.
16. A communication and change management plan in collaboration with MCBHD leadership and other consultants.

Deliverables

In conjunction with MCBHD Executive Leadership and the Milwaukee County Mental Health Board Acute Task Force the objective of this project is to:

1. Final determination of whether, or not to outsource the operations of the acute adult and adolescent services through an analysis of a financial proforma, business case and SWOT analysis.
2. Determine if the St. Joseph campus location can be utilized for the North Side Facility, and possibly for acute adult, children and adolescent services regardless of the operating entity.
3. Decide if, and which out of state organization will operate the acute services including an alternative site to the Watertown Plank Road location.

The SOW for the services provided include:

1. Strategic advice and counsel.
2. Leadership and staffing services for all workgroup and Board Task Force.
3. Project management services, including collaboration with other County Departments during the analysis of options and impact on labor, information technology, finance, and ancillary services.
4. Collaboration with internal and external legal counsel during contract negotiations, and preparation of documents.
5. Documentation of work plans, status reports, status meetings, and steering committee meetings.
6. Spearheading the analysis of the space program, potential build out, and leasing arrangements if the St. Joseph campus is utilized for the North Side Facility or acute services
7. Coordinating the review and analysis of the clinical program models and financial requirements of out of state providers.

8. Spearhead the negotiations for ancillary and potential medical services (lab, x-ray, food services, and housekeeping) contracts between MCBHD and Ascension should MCBHD acute services move to the St. Joseph campus.
9. Workflow redesign impact analysis for new location, (ancillary, PCS and Emergency Services)
10. Collaboration with IMSD on the selection of the electronic health record should MCBHD decide to use an alternative Ascension product.
11. Collaboration with and advice to MCBHD Executive Leadership with the planning and implementing a communication, and change management strategy.

This SOW does not include;

1. Writing the legal documents
2. Development or deployment of change management and communication services.
3. Modifications to existing contracts

Methodology/Work Plan

The work plan includes the following activities;

1. Define the deliverables – agree upon the specifics to the deliverables to ensure clarity as to when deliverables are completed and expectations met.
2. Finalize the executive workgroup and resources needed (roles, responsibilities, time commitment) to successfully complete all documents for this project. The executive workgroup team will consist of;
 - a. Mike Lappen
 - b. Dr. John Schneider
 - c. Randy Oleszak
 - d. Linda Oszus
 - e. Hector Colon
 - f. Colleen Foley
 - g. Larri Broomfield, and
 - h. Alicia Modjeska

The executive workgroup is responsible for reviewing and analyzing all documents prior to submission to the MC Board Task Force. This project also requires extensive collaboration with finance, human resources, and IMSD.

3. Implementation – execute the agreed upon deliverables with the support of the identified team and decision makers.
4. Provide status reports in writing and face to face on a regular basis, or as determined by the MCBHD Executive Sponsor, Mike Lappen. These meetings provide an opportunity to

ensure alignment, discuss issues, identify and discuss any needed changes to the scope of work or deliverables, and agree on next steps. The status report will include accomplishments, issues, priorities, resource requirements, and an up to date expense tracking.

- It is the responsibility of MCBHD Executive Sponsor Mike Lappen to inform Cambio Solutions if updates, progress on deliverables are not meeting expectations.

High Level Project Timeline

Deliverable	F	M	A	M	J	J	A	S	O	N	D
<i>UHS & CC</i>											
Site visits and evaluation of results											
Prepare and evaluate final diligence report											
Request operational model and determine reimbursement and cost requirements											
Review models and prepare response strategy											
Contracting											
Approval											
<i>Children & Adolescent Services</i>											
Evaluate current MCBHD financial performance to determine value of service											
Perform SWOT analysis of moving C&A services to CHW (impact on CCS & system of care)											
Determine best option for C&A services (CHW or UHS)											
Commence meetings with future provider to move C&A services											
Obtain approvals											
Develop legal documents for Chapter 51 designation											
Implement											
<i>North Side Facility</i>											
Evaluate STJ site with architects & engineers for site fit and determine construction costs											
Analyze all potential site options including STJ and determine final location and solution **											
Revise financial proforma											
Negotiate lease agreement											

Analyze, determine and negotiate contracts for ancillary and support services to be provided by Ascension																			
Obtain approvals																			
Prepare legal documents (billing- provider number, HR Corporation)																			
Collaborate with Patina with oversight of built out and move coordination																			
MCBHD Operates Acute, PCS & OBs /STJ Facility Option																			
Evaluate STJ site with architects & engineers for site fit and determine construction costs																			
Determine impact of IMD change																			
Analyze financing options for construction/remodeling																			
Develop first financial proforma to determine if the STJ option is feasible																			
Start the due diligence process																			
Determine best acute/PCS option (STJ/UHS/CC)																			
Obtain approvals																			
Start contracting																			
Obtain approvals																			
Start construction/renovations																			

**If the STJ site is not appropriate for the North Side Facility Cambio will end its involvement with the planning of the NSF.

Alicia Modjeska will be the principle on this project and will work on average a 10 – 15 hour workweek throughout this engagement. Adjustments to this schedule will be based upon the amount of work to be completed at any given workweek. Additionally, the majority of the work will be accomplished off-site. Communication between Alicia and project participants will be accomplished via email, conference calls and the use of Skype for Business. On site availability schedule is attached to this SOW. Additional on-site specific work will be based on mutual agreement and requires advance planning.

Alicia will report to Mike Lappen the Executive Sponsor of this project.

During the course of this project Alicia will make recommendations regarding strategic decision and direction but not be the final decision maker. The Milwaukee County Board Task Force is

responsible for final decisions. Alicia will, from time to time, make decisions regarding assumptions for the financial proformas and business plan are development. All such decisions will be communicated to the executive workgroup.

Cambio Solutions will commence services on this project on or about the beginning of February, 2017. Regular updates will be provided to the Executive Sponsor to re-confirm project schedule, updates, and issues and to reaffirm project direction and progress.

The Executive Sponsor Mike Lappen has the right to end the engagement at any time with two weeks' notice to Cambio Solutions.

MCBHD Responsibilities

1. Agree upon deliverables and acceptance of deliverables.
2. Provide resources as noted below.
3. Provide supervision, direction and review of work product.
4. Provide suitable workspace for on-site work including internet connectivity, general office supplies which may be necessary in connection with performance of services
5. A workstation (laptop), cell phone access with "hot spot", and a Milwaukee County email.
6. Administrative assistant support when required (large volume of copying, scheduling complex meetings).
7. Audio-visual equipment as necessary.
8. Appropriate resources during the development of financial proformas and business plans.
9. A communication strategy and plan encompassing internal and external stakeholders.
10. Access to executives, leaders, internal and external subject matter experts required for this projects.
11. Access to information and documents relevant to this project.
12. Timely approvals or disapproval to project plans, deliverables, requests and recommendations as necessary to keep project on schedule.
13. All deliverables will be provided electronically and clearly defined so MCBHD recognizes the work product as the agreed upon deliverable and completed. MCBHD has 2 calendar weeks to inform Cambio if work product is not acceptable or meets expectations.

Fees and Expenses

Services for this project will be billed bi-weekly at a rate of \$175.00 per hour. A detailed accounting for time spent on project will be provided on the invoice. This rate is effective until December 31, 2017. MCBHD shall reimburse Cambio Solutions for reasonable out-of-pocket expenses and consistent with Milwaukee County Expense reimbursement policy.

MCBHD and Cambio will discuss project budget on a quarterly basis to ensure MCBHD has sufficient time to obtain appropriate funding approvals.

Out of pocket expenses are expected during this projects and will be billed at actual amounts incurred, including transportation to, and from Milwaukee. Cambio will obtain prior approval for travel expenses.

Summary

This SOW, including any attachments describes the project in full and the signatures below demonstrate a common understanding between MCBHD and Cambio Solutions as to the services to be provided.

Mike, I appreciate the opportunity and look forward to continue my participation in this project.

Best Regards,

Alicia B. Modjeska, RN, BSN, MA
President, Cambio Solutions Inc.

Acknowledged and Accepted:

By signature: _____

Title: _____

Date: _____



Wisconsin Compensation Rating Bureau

262-796-4540 Fax 262-796-4400 www.wcrb.org

P.O. Box 3080 Milwaukee, WI 53201-3080

Located at 20700 Swenson Drive - Suite 100, Waukesha, WI 53186

February 28, 2017

CAMBIO SOLUTIONS
N55 W35771 LISBON RD
OCONOMOWOC, WI 53066

Coverage ID: 0520424
OAR ID: 36719

RE: Workers Compensation Insurance Pool Binder

This will acknowledge receipt of an initial or deposit premium payment in the amount of \$352 and your application for coverage through the Wisconsin Workers' Compensation Insurance Pool (Pool). Your workers' compensation insurance coverage is being afforded by the Pool effective 12:01 A.M. on 02/22/17. The initial or deposit premium submitted is for a/an annual adjustment basis. The insurance company assigned to service your workers' compensation insurance is:

EMPLOYERS MUTUAL CASUALTY CO
P.O. BOX 327
BROOKFIELD, WI 53005-0327

Phone #: (262) 717-3900
Fax #: (888) 992-6122 X

Please contact your servicing carrier with any questions you may have regarding this Pool Binder.

The Pool is a risk sharing plan created by Wisconsin law. You have been placed in the Pool because you or your agent was unable to obtain insurance in the private market. If at any time you are able to obtain coverage in the open market, your policy will be canceled by the servicing carrier on a pro rata basis at no penalty to you.

In return for this insurance, you agree to comply with all terms and conditions of the policy; to cooperate fully in the settlement of claims to adopt reasonable safety practices; and to promptly pay all premium when due. Upon expiration of your policy, an audit will be completed. The audit may result in additional premium being due for this policy. Failure to comply could result in the termination of coverage.

Please retain this binder as evidence of the coverage until you receive your policy.

Sincerely,
Tad Cleveland
Vice President, Technical Services

Copy to: Carrier
Copy to: R & R INSURANCE SERVICES INC
TALIA SCHILLING
1581 E RACINE AVE
WAUKESHA, WI 53186

Letter ID: 991020043100

Form: W001

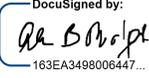
Certificate Of Completion

Envelope Id: 0FE4105D958049B5ABAA436DBD68A59D	Status: Completed
Subject: Cambio Solutions 2017 PSC_BHD	
Source Envelope:	
Document Pages: 21	Signatures: 13
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 7	
AutoNav: Enabled	Payments: 0
Envelope Stamping: Enabled	Envelope Originator:
Time Zone: (UTC-06:00) Central Time (US & Canada)	Lolita Williams
	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	lolita.williams@milwaukeecountywi.gov
	IP Address: 204.194.251.5

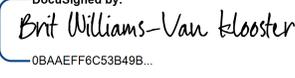
Record Tracking

Status: Original 3/10/2017 2:41:26 PM	Holder: Lolita Williams lolita.williams@milwaukeecountywi.gov	Location: DocuSign
--	--	--------------------

Signer Events

Signer Events	Signature	Timestamp
Alicia Modjeska Alicia.Modjeska@milwaukeecountywi.gov Chief Operations Officer Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: 163EA3498006447...</small> Using IP Address: 204.194.251.5	Sent: 3/15/2017 1:19:41 PM Resent: 3/16/2017 2:03:19 PM Viewed: 3/16/2017 9:28:56 AM Signed: 3/17/2017 11:45:05 AM

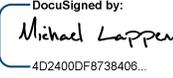
Electronic Record and Signature Disclosure:
Accepted: 3/16/2017 9:28:56 AM
ID: d76a6cd9-3bce-42f2-8677-dc67e5090641

Brit Williams-Van Klooster Brit.WilliamsvanKlooster@milwaukeecountywi.gov Director of Network Development Milwaukee County Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: 0BAAEFF6C53B49B...</small> Using IP Address: 204.194.251.5	Sent: 3/13/2017 12:33:58 PM Resent: 3/16/2017 2:03:19 PM Viewed: 3/20/2017 1:40:51 PM Signed: 3/20/2017 1:40:56 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director Milwaukee County Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: AD4C84D4023E450...</small> Using IP Address: 204.194.251.3	Sent: 3/13/2017 12:33:58 PM Viewed: 3/15/2017 10:27:04 AM Signed: 3/16/2017 1:05:47 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Michael Lappen Michael.Lappen@milwaukeecountywi.gov Behavioral Health Division Administrator Michael Lappen Security Level: Email, Account Authentication (None)	 <small>DocuSigned by: 4D2400DF8738406...</small> Using IP Address: 204.194.251.5	Sent: 3/20/2017 1:41:00 PM Viewed: 3/20/2017 3:42:23 PM Signed: 3/20/2017 3:42:33 PM
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Electronic Record and Signature Disclosure:
Accepted: 6/2/2016 8:56:11 AM
ID: 083cda3a-2acd-428d-8614-fba318ae17c7

Signer Events**Signature****Timestamp**

Paul Kuglitsch
CorpCounselSignature@milwcnty.com
Deputy Corporation Counsel
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:

2BE87A71B2AE4E5...
Using IP Address: 204.194.251.5

Sent: 3/20/2017 1:41:00 PM
Viewed: 3/21/2017 2:10:15 PM
Signed: 3/21/2017 2:10:21 PM

Paul Schwegal
paul.schwegal@milwaukeecountywi.gov
Safety Manager
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:

480D50B2E68949A...
Using IP Address: 204.194.251.5

Sent: 3/20/2017 1:41:00 PM
Viewed: 3/25/2017 6:55:21 PM
Signed: 3/29/2017 11:25:59 AM

Hector Colon
hector.colon@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)

DocuSigned by:

D6434030C2A3422...
Using IP Address: 204.194.251.5

Sent: 3/29/2017 11:26:03 AM
Viewed: 3/30/2017 9:34:54 AM
Signed: 3/30/2017 9:35:02 AM

Electronic Record and Signature Disclosure:
Accepted: 3/30/2017 9:34:54 AM
ID: 11e846ea-c8c4-40ec-9179-6a7fcb0897e6

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

DocuSigned by:

F7354A95DB0643E...
Using IP Address: 204.194.251.3

Sent: 3/30/2017 9:35:05 AM
Viewed: 4/7/2017 8:58:05 AM
Signed: 4/7/2017 9:56:17 AM

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

DocuSigned by:

2E580B33A2CC443...
Using IP Address: 204.194.251.5

Sent: 4/7/2017 9:56:21 AM
Viewed: 4/10/2017 12:14:44 PM
Signed: 4/10/2017 12:16:34 PM

Paul Kuglitsch
CorpCounselSignature@milwcnty.com
Deputy Corporation Counsel
Milwaukee County
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

DocuSigned by:

2BE87A71B2AE4E5...
Using IP Address: 50.204.250.253

Sent: 4/10/2017 12:16:38 PM
Viewed: 4/11/2017 7:43:29 PM
Signed: 4/11/2017 7:43:34 PM

In Person Signer Events**Signature****Timestamp**

Editor Delivery Events	Status	Timestamp
<p>Agent Delivery Events</p>		
<p>Intermediary Delivery Events</p>		
<p>Certified Delivery Events</p>		
Carbon Copy Events	Status	Timestamp
<p>John Schneider John.Schneider@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 3/13/2017 12:33:58 PM
<p>Dennis Buesing dennis.buesing@milwaukeecountywi.gov Contract Administrator Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 3/20/2017 1:41:00 PM
<p>Brenda Smith-Jenkins brenda.smithjenkins@milwaukeecountywi.gov Manager of Contract and Network Services BHD Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 4/11/2017 7:43:38 PM
<p>Contract Administration dhhsca@milwcnty.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 4/11/2017 7:43:38 PM
<p>Jodi Mapp jodi.mapp@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 4/11/2017 7:43:38 PM Viewed: 4/12/2017 7:36:13 AM
<p>Lolita Williams lolita.williams@milwaukeecountywi.gov Quality Assurance Specialist Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:</p>	COPIED	Sent: 4/11/2017 7:43:38 PM Resent: 4/11/2017 7:43:42 PM Viewed: 4/12/2017 8:07:04 AM

Carbon Copy Events	Status	Timestamp
Matthew Fortman matthew.fortman@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/11/2017 7:43:38 PM
Thomas Condella thomas.condella@milwaukeecountywi.gov Assistant Director, Fiscal and Supportive Services, Aging Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign ID:	COPIED	Sent: 4/11/2017 7:43:38 PM Viewed: 4/12/2017 7:41:29 AM

Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	4/11/2017 7:43:38 PM
Certified Delivered	Security Checked	4/11/2017 7:43:38 PM
Signing Complete	Security Checked	4/11/2017 7:43:38 PM
Completed	Security Checked	4/11/2017 7:43:38 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

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