

Milwaukee County Department on Aging
2020 Purchase of Service Contract
Grant Supported Programs and Services
Greater Galilee Community Development Corporation

This Contract is made and entered between Milwaukee County, a Wisconsin municipal body corporate, represented by the Milwaukee County Department on Aging, 1220 West Vliet Street Suite 302, Milwaukee, WI 53205 (hereinafter called Department or County), and Greater Galilee Community Development Corporation, 2432 N. Teutonia Ave., Milwaukee, WI 53206 (hereinafter called Contractor).

1. Dates of Performance

This Contract is made in an amount not to exceed \$110,000 for the period of January 1, 2020 through December 31, 2020 to provide congregate meals and social and recreational programming for older adults in the 53206 zip code. The contract is made on a month-to-month basis, with January 1, 2020 through January 31, 2020 serving as the "initial term." Following the initial term, the County may extend this contract for one-month periods through December 31, 2020 (each month, a "renewal term") upon written notice to contractor. Renewal terms are contingent upon the following conditions being met by the Contractor: 1) The Contractor's "Financial Controls Policies and Procedures" manual is vetted and validated by a qualified third party, and proof of this validation is shared with the County, 2) The Contractor secures professional staffing or third-party assistance that understands, and has experience with, grant accounting, and 3) The Contractor provides nutritious meals daily, and at least four hours of social and recreational programming daily, to older adults in the community. The initial term and renewal terms of this contract shall be collectively referred to herein as the "Term" of the contract.

2. Scope of Service

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

3. Staffing and Delivery of Programs/Services

- A. Contractor shall provide all personnel required to perform the programs or services under this Contract. Such personnel shall not be employees of County or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Whenever possible, notification of replacement of personnel shall be provided to County prior to replacement.
- B. Contractor will provide proper supervision to all employees providing programs or services under this Contract. Current job descriptions shall be kept on file for positions funded under this

Contract, and each employee will be given a job description at the time of employment and whenever the job description is amended.

- C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in providing programs and services to eligible clients.
- D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the programs and services referred to herein.
- E. All clients served by Contractor under this Contract must meet the Department's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with the Department and that Contractor will not be reimbursed for services provided to ineligible clients.
- F. Contractor agrees that the programs and services described in Exhibit I will be available to eligible clients throughout the Term of this Contract and to accept all clients referred by Department as long as funds made possible through this Contract are available.
- G. Contractor shall maintain a log of complaints and provide Department a copy of any complaint made to Contractor regarding any of the services furnished hereunder and will inform Department in writing of the actions taken by Contractor to resolve such complaints.
- H. Contractor shall complete all forms and documents requested by the Department within timeframes outlined by the Department.
- I. Contractor agrees to perform background checks on any Contractor employees, representatives, or agents hired on or after the Effective Date who may have or do have direct contact with clients or customers, to ensure such employees: (i) have not been convicted of a criminal offense related to the provision of services but have not yet been excluded; (ii) have not been convicted of any felony; (iii) as discovered through any background check or based upon Contractor's knowledge, have not been terminated from employment by any employer or contractor for theft, misappropriation of property, or any other potentially illegal or unethical acts. Vendor agrees not to use any employee or potential employee failing to meet the above criteria to provide direct client services to anyone under this Agreement. Any breach of this section shall give Department the right to terminate this Agreement immediately.

4. Equipment

- A. Contractor agrees that all items of equipment purchased with funds provided by the Department under this Contract shall be used for the programs and services purchased through this Contract or as otherwise may be specified in Exhibit I. Upon request, Contractor further agrees to provide to the Department a copy of an invoice for all items of equipment purchased, to annually provide Department of a list of said equipment, and to maintain property and

content insurance, including fire, vandalism, and theft, to cover the replacement value of said items.

- B. Should Department funding cease for the programs or services for which the equipment was purchased under this Contract, or if Contractor should cease using said equipment for the purposes for which it was originally purchased, Contractor agrees either to (1) turn over said equipment to Department for distribution to other approved programs or services for older persons; or (2) dispose of said equipment in such other fashion as may be mutually agreed by Contractor and Department.

5. Fiscal Administration and Program Income

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

- A. Contractor agrees to identify the total cost of the program or service funded under this Contract.
- B. Contractor shall provide to the Department an agency-wide budget, disclosing all of Contractor's anticipated revenues and expenditures for the period of this Contract.
- C. Funds received by the Contractor under this Contract may not be co-mingled with funds from other sources.
- D. Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- E. Contractor agrees to comply with the allowable cost policies and procedures as established by the Wisconsin Department of Health Services.
- F. Program Income. Program Income will vary for Senior Programming contract. Per 45 CFR Part 75.307(e)(1), Program Income (as hereinafter defined) must be deducted from total allowable costs to determine the net allowable costs; Program Income must be used for current costs; and unanticipated Program Income must be used to reduce the federal award and non-federal entity contributions rather than increase the funds committed to the project. Program Income must be reported and spent within the contract year it is generated. "Program Income" is defined as Contractor revenue meeting one or more of the following descriptions: (1) Contributions/donations collected from participants for services provided (e.g., home-delivered meals, senior dining meals, caregiver services, etc.), (2) Contributions/donations from local civic groups, businesses, members of the community, or other organizations; (3) Proceeds from fundraising; (4) Revenue for meals provided to home and community based long-term care programs (Family Care, IRIS, COP, etc.); (5) Revenue from sales of services or property (e.g. meals, liquid nutritional supplements, etc.); (6) Interest income; (7) Usage or rental fees; or (8) Patent or copyright royalties. The definition of "Program Income" excludes revenues raised by a government grantee/provider under its governing powers (taxes, special assessments, levies, fines) and cash match.

6. Compensation

- A. Contractor shall be compensated for work performed as stated in Exhibit I, attached hereto and made a part of this Contract. Contractor recognizes that the total service needs of the community may not be met and shall provide programs and services within the specific amounts stated in Exhibit I. The Department is unable to guarantee the volume of services funded by this Contract. Under no circumstances shall payments under this Contract exceed the amount(s) authorized for this Contract by the Milwaukee County Board of Supervisors. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for programs and services provided hereunder.
- B. Funds may be advanced to Contractor as set forth in section 46.036(3)(f) Wisconsin Statutes. The advance payment provision applies only when requested by Contractor. Advance payments are made at the discretion of the Department. The advance payment shall be repaid to the Department upon demand. If Contractor fails to repay the advance as described, Department shall have the right to withhold any payments due Contractor from the Department sufficient to cover the amount of the advance payment.
- C. Advance payments by Department shall not exceed one-twelfth (1/12) of the Contract award. Advance payment amounts are at the discretion of the Department. Prior to the receipt of advance payment, Contractor shall provide Department with a surety bond for an amount equal to the amount of the advance payment as set forth in section 46.036 (3) (f) Wisconsin Statutes.
- D. Department shall recover from Contractor money paid in excess of the conditions of this Contract. Repayment shall be made in full within thirty (30) days after Department has made written demand to Contractor for repayment. Department may recover repayments due to Department from any subsequent payments due to Contractor now, or from future contracts, or any other service agreement with Department. Department shall charge interest on outstanding repayments due Department as set forth in section 46.09 (4) (d) General Ordinances of Milwaukee County.
- E. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO) funded services.
- F. Department and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of the Department to purchase the services described herein is contingent upon present state and federal grants and contracts continuing at their present levels. Should such funding sources terminate or be reduced, Department reserves the right, in its sole discretion, either to terminate this agreement or revise the scope of services being purchased to reflect any reduction in such funding. It is further recognized and agreed by Department and Contractor that the programs and services provided under this Contract are subject to all provisions of said federal and state grants and contracts, and Contractor agrees to comply with all such provisions for the period of this Contract, including all applicable provisions of the standard State/County contract.

7. Billing and Reporting

- A. Contractor shall provide Department with monthly billings and reports for programs and services provided under this contract by the seventh (7th) day of the month following the

month in which services are provided. Contractor shall submit billings and reports on the forms and according to the manner specified by the Department.

- B. Department shall make payment only for those line items as are specified in the approved budget. Expenditures for any single line item may not exceed the amount in the approved program budget by more than \$500 without written authorization by Department and the submission of a revised budget by Contractor on the prescribed form.
- C. Within thirty (30) days of the receipt of all required billings and reports, Department shall make payment to Contractor of the net amount due. The 30 days does not start to run until all forms are accurate, complete, and include all revisions requested by Department.

8. Record Keeping and Access to Records

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

9. Inspection of Premises

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

10. Audit Requirements

- A. Contractor shall submit to Department, on or before July 1, 2020, or such later date that is mutually acceptable to Contractor and department, one (1) original copy mailed to the address provided below and one soft copy e-mailed to the Program Planning Coordinator, of an Agency-wide Audit for Calendar Year 2019 if the total amount of annual funding is \$100,000 or more, unless waived by Department. Contractor may request, and with written consent of Department 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). This provision shall survive the termination of this Agreement regardless of the reason.
- B. Non-profit Contractors who received aggregate federal financial assistance of \$750,000 or more, either directly or indirectly, shall submit to County two (2) original copies of a certified audit for calendar year 2020 performed in accordance with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The audit submitted by Contractor shall be conducted in conformance with the following standards:
- (a) Wisconsin Department of Health Services (DHS) Audit Guide, October 2018 Revision or later.
 - (b) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and
 - (c) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).
- 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 10 A, B, and C 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 2019 through December 31, 2019, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by July 1, 2020. This provision shall survive the termination of this Agreement regardless of the reason.
- D. All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:
- 1. The Wisconsin *Department of Health Service Audit guide (DHSAG) Latest Revision* issued by Wisconsin Departments of Health Services (online at <https://www.dhs.wisconsin.gov/library/p-01714.htm>);
 - 2. Standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, 2018 Revision published by the Comptroller General of the United States; and
 - 3. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

- E. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Department. Extensions of the deadline for submission of the audit are at the sole discretion of Department. If Contractor determines an extension is necessary, Department must receive a request for an extension not later than thirty (30) days prior to the due date for the audit. A request for an extension must include:
1. an explanation as to why an extension is necessary;
 2. the date upon which the Department will receive the audit;
 3. the unaudited financial statements of the Contractor; and,
 4. any additional information Contractor deems relevant to Department's determination.
- F. No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date or waiver must be submitted to:

Milwaukee County Department on Aging
Assistant Fiscal Director
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

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 the Department to use another 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 Revenue and Expense by Funding Source (Agency-wide) is required of all Contractors. This schedule must follow the format and content of the sample schedule contained in the *Milwaukee County Department of Health and Human Services Year Purchase of Service Guidelines, Technical Requirements – Audit and Reporting* booklet (latest edition). Do not combine multiple line items into a single line item or separate a single line item into multiple line items.

e. Allowable administrative and other allocated overhead (collectively, indirect costs) will be limited to 10% of net allowable direct program costs (excluding such allocated costs) for agencies/Contractors electing to provide a program audit in lieu of an agency-wide audit.

f. Reserve Supplemental Schedule is required for all non-profit contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). A separate schedule must be completed for each contract/facility, or for each program under a Fee-for-Service Agreement with the Department. For Contractors whose fiscal year is other than a calendar year, the period covered by the schedule must be the most recently completed calendar year for all Department funded programs.

The schedule must identify revenue from each Purchaser (earned under each contract) separately, and include total units of service provided to all Purchasers for each contract/facility and total units of service provided under the Contract with Department, as well as the items required by the *Provider Agency Audit Guide* (Section 7.1.6), or *Department of Health Service Audit Guide (DHSAG), Latest Revision* for the most recently completed calendar year. The schedule and allowable additions to reserves shall be by contract/facility or by program category.

g. Schedule of Profit for For-Profit Contractors Which Provide Participant Care. For profit Contractors shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract/facility, or for each rate-based program (service) within a facility. Wis. Stat. 46.036(3)(c) indicates that contracts for proprietary agencies may include a percentage add-on for profit according to the rules promulgated by the Department. Allowable profit will be restricted to 5% of net allowable operating costs.

h. Units of service provided under the Contract, if not disclosed on the face of the financial statements, are required for Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). Contractor's auditors shall review and report on the extent of support for the number of units for each type of service billed to Department, and compare units billed to Contractor's accounting/billing records that summarize units provided per participant. Contractor's auditors shall reconcile billing records to supporting underlying documents in participant case files on a test basis, and report on any undocumented units billed to Department that exceed the materiality threshold of the *Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Departments of Health Services. The disclosure must include total units of service provided to all Participants for each program, facility, or rate-based program within a facility; and total units of service provided under the Contract or Service Agreement with the Department for the most recently completed calendar year.

i. Notes to financial statements including disclosure of related-party transactions, if any. Rental cost under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested with the Contractor. Rental cost under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the Contractor continued to own the property. Contractor's auditors must disclose the actual costs of ownership, by property, for the property(ies) in question, as well as the amount of such costs to be allocated to each Department program, the amount of rent originally charged, and the amount of such rent that is an unallowable cost.

j. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department on Aging 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 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. 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), and the *Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Department of Health Services. Or, 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 Part 200 Uniform Grant Guidance" (applicable only if the audit is also in accordance with OMB Part 200 Uniform Grant Guidance).

d. Schedule of findings and questioned costs to include:

- (1) 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;
- (2) 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);
- (3) Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section 510(a) of OMB Part 200-Uniform Grant Guidance, if applicable;
- (4) Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;
- (5) Other audit issues related to grants/contracts with funding agencies that require audits to be performed in accordance with the *Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Department of Health Services; and
- (6) 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 with auditor's comments issued in conjunction with the audit shall be provided to Department, along with Management's response to the Management Letter. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

3. General:

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

a. Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), Latest Revision.

b. OMB Uniform Grant Guidance Part 200.

c. The allowability of costs incurred by commercial organizations is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - Contract Cost Principles and Procedures.

d. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.

e. State of Wisconsin, Department of Administration *Single Audit Guidelines* - Latest Revision.

f. Wisconsin Department of Health Services *Audit Guide (DHSAG)* Latest Revision.

g. State of Wisconsin Department of Health Services, *Allowable Cost Policy Manual* - Latest Revision.

h. AICPA Generally Accepted Auditing Standards.

G. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with Department or Department's representative(s) including the Milwaukee County Department on Aging and the Milwaukee County Division of Audit Services (DAS) 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 seven (7) years following the latter of Contract termination, or receipt of audit report by the Department. This provision shall survive the termination of this Contract regardless of the reason.

H. Contractor and Department mutually agree that the Department or the Department's representative(s), including the Milwaukee County Department on Aging and the Milwaukee County Division of Audit Services (DAS), Milwaukee County Office of the Comptroller, 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 seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.

- I. 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 revenue and allowable costs allocated by funding source, and by program, covering the period from the end of the Contractor's fiscal year ended in 2020 through December 31, 2020, for each program or activity identified as a fee for service agreement with Department. 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 July 1, 2021, or such later date that is mutually acceptable to Contractor and Department.
 2. If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies program revenues and allowable costs 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.
- J. Contractor shall maintain records for audit purposes for a period of at least seven (7) years following the latter of contract termination or receipt of audit report by Department. This provision shall survive the termination of this Contract regardless of the reason.
- K. Contractor's Subrecipients
 1. Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.
 2. Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.
 3. Subrecipient shall maintain and, upon request, furnish to Department, at no cost to Department, any and all information requested by Department relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of the Department, the Milwaukee County Division of Audit Services (DAS) and the Department's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the specifications of this Contract and the subcontract. This provision shall survive the termination of this Contract regardless of the reason.
 4. It is agreed that Department representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of subrecipient as may be requested to evaluate or confirm subrecipient's program objectives, participant case files, costs, rates and charges for the

care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least seven (7) years following the latter of contract termination, or receipt of subrecipient's audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.

5. Subrecipient shall allow visual inspection of subrecipient's premises to Department 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.
- L. 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 Department, or fails to request and receive an audit submission waiver (if applicable/available) or extension of time to submit audit,, as required by this Contract within the specified timeframe, the Department may:
 1. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
 2. Charge Contractor for all loss of Federal or State aid or for penalties assessed to Department because Contractor did not submit a complete audit report within the required time frame;
 3. Disallow the cost of the audit that did not meet the applicable standards; and/or
 4. Withhold or suspend any or all payments due the Contractor from Department.
 5. Suspend, reduce or terminate the Contract, or take other actions deemed by Department to be necessary to protect the Department's interests.
 6. In the event of selection by Department of an organization or individual to complete an audit of Contractor's financial statements, Department shall withhold from future payments due to the Contractor from Department an amount equal to any additional costs incurred by the Department for the completion of an audit of Contractor's records by an auditor selected by Department.
 7. Department may withhold or recover a sum of \$1,500.00 from payments due to the Contractor from Department as liquidated damages for the failure to comply with audit requirements.
 8. Department may impose additional monitoring and/ or reporting requirements on contractor. Or take any other action that Department determines is necessary to protect federal or state funding.
 9. These provisions shall survive the termination of this Contract regardless of the reason.
 10. Upon receipt of the audit report, Department will complete preliminary review of all audits received to determine whether additional information is required and notify Contractor of any additional information required to complete review. Once the complete audit is received,

Department will complete a compliance review and notify Contractor of Department's actions on the audit report.

11. Contractor agrees to submit to Department plans for correcting weaknesses identified in audit reviews. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due the Contractor from Department and ineligibility for future agreements with Department until six months after such time as these requirements are met. This provision shall survive the termination of this Contract regardless of the reason.
12. Contractor agrees that Department is entitled to repayment of amounts identified as a result of the audit required under this section and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. Interest and any legal expenses incurred by Department in collection of these amounts shall be charged the Contractor on outstanding repayments as set forth in s46.09 (4) (h) Milwaukee County General Ordinances. This provision shall survive the termination of this Contract regardless of the reason.
13. Contractor and Department mutually agree that Department or its agents, the Milwaukee County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Contract regardless of the reason.
14. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Department programs, or Fee-for-Service Provider Networks as a result of an investigation or audit conducted by Department or its agents, the Milwaukee County Division of Audit Services (DAS) , the Wisconsin Department of Health Services, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Contract regardless of the reason.
15. If the Department 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 Department 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. This provision shall survive the termination of this Contract regardless of the reason.

M. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of

any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

11. Affirmative Action, TBE Goals, Non-Discrimination and Equal Employment Opportunity

A. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to ensure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

B. Targeted Business Enterprises.

Contractor shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.

Contractor shall use reasonable efforts to establish Targeted Business Enterprise ("TBE") participation goals, consistent with Milwaukee County TBE goals of seventeen percent (17%) for professional services, and to use good faith efforts to achieve those goals. The parties agree that no TBE goal has been established and no goal is required under this contract.

The Milwaukee County Community Business Development Partners shall assist Contractor in soliciting potential TBE vendors for the improvements and monitor such goal attainment. Contractor's contact regarding TBE participation is:

Milwaukee County Community Business Development Partners
633 W. Wisconsin Avenue, 9th Floor
Milwaukee, WI 53233
cbdp@milwaukeecountywi.gov

C. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action Goals.

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, 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. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforesaid requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

12. Indemnity

- A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the Department, and its agents, officers, and employees, from and against all loss or expense including costs and reasonable attorney's fees by reason of liability for damages including statutory benefits under Workers' Compensation laws, suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

- B. Contractor shall indemnify and save Department harmless from any award of damages and costs against Department for any action based on intellectual property infringement regarding materials, including, but not limited to, computer programs involved in the performance of the programs and services covered by this Contract.
- C. Contractor agrees to indemnify Department for any amount(s) the Department may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Contractor by the Department under this Contract that the Department of Health Services determines to be overpayments or inappropriate payments.

13. Insurance

Contractor agrees to strictly comply with the insurance requirements set forth on Exhibit II.

14. Withholding of Payments

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

15. Contract Termination

- A. Department or Contractor may terminate this Contract for any reason, with or without cause, following thirty (30) days written notice, unless an earlier date is determined by Department to be essential to the safety and well-being of the clients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 licensing. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party. In the event of termination, the Department will only be liable for programs and services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Contractor for use in completing this Contract.
- B. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of programs and services. Upon such notification, Department and Contractor shall determine whether such inability to provide the required quality or quantity of programs and services will require a revision or early termination of this Contract.
- C. Notwithstanding any other right of termination, Department reserves the right to immediately terminate, or reduce in scope, its obligations under this contract in the event that the sources of funding to the Department derived through State or Federal grants or contracts is terminated or reduced. This right of immediate termination for loss of funding applies even if Contractor has not been paid for services previously rendered.
- D. Department 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 Department it is in the best interest of Department or the qualified recipient to do so.

16. Advertising and Media Requests

Contractor shall partner with the Department in promoting their own services and the services offered by Department. All brochures, announcements, press releases, signage, and other items used to promote services provided through this Contract must acknowledge that the Department funds these services. Any requests for interviews with Media related to services provided under this Contract shall be reported to the Department prior to the interview taking place.

17. Coordination of Services

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

18. Client Contributions

- A. Where required by the relevant Program/Service Guidelines or Specifications, Contractor shall provide clients receiving services under this Contract the opportunity to voluntarily and confidentially contribute toward the cost of services they receive. All solicitations to contribute must be approved in advance by Department. Under no circumstances shall any otherwise eligible client be denied service under this Contract because of a failure to contribute toward the cost of the services provided.
- B. Contractor agrees to report to Department all funds contributed by clients and to record and document such contributions consistent with the accounting requirements for other funds received and expended under this Contract.
- C. Contractor agrees that any and all client contributions will be used as provided in the budget contained in Exhibit I or to provide additional services to eligible clients under this Contract in the same manner and at a cost equivalent to other services purchased through this Contract. Contractor further agrees that all funds raised through client contributions that remain unspent at the end of this Contract must be spent in a manner approved by Department or reimbursed to Department.

19. Modifications

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

20. Contract Renegotiation or Revision

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

21. Independent Contractor

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

22. Subcontracts

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

23. Assignment Limitation

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

24. Resolution of Disputes

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

25. Prohibited Practices

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

or Department's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

26. Certification Regarding Contractor Debarment or Suspension

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

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

27. Certification Regarding Lobbying

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, land, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Date: _____

For: _____
(Name of Grantee)

(Title of Grant Program)

28. Political Activity of Employees

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

29. Notices

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

30. Health Insurance Portability and Accountability Act of 1996

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

Department and Contractor agree that changes to the Contract that would be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall be made upon discussion and execution of a Contract amendment containing the necessary changes. Neither party shall withhold agreement to modifications to the Contract necessary for one or both parties to comply with HIPAA.

31. Contract Content

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

32. Approval

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

The Department enters into this Contract as authorized under ss. 59.17 (2) (b) 4, 59.255 (2) (e), and 59.42 (2) (b) 5 Wisconsin Statutes. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting on _____.

MINIMUM INSURANCE REQUIREMENTS

Insurance. Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cty.)** or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

- (1.) Commercial General Liability Insurance including contractual coverage:
The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

- (2.) Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.
- (3.) Workers' Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- (4.) Employers Liability Insurance:
Such insurance shall provide limits of not less than \$500,000 policy limit.
- (5.) Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

- (6.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- (7.) The insurance specified in (1.), (2.) and (5.) above shall: (a) name Milw. Cty. including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

- (8.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- (9.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- (10.) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

Mail to:

Milwaukee County Risk Management
633 W. Wisconsin Ave. Ste. 750
Milwaukee, WI 53203

EXHIBIT I

**Milwaukee County Department on Aging
Descriptions of Proposed Programs and Services
Funding Period Jan. 1, 2020 to Dec. 31, 2020**

1.0 General Program Information

1.01 Program Title or Type of Service to be Provided: Nutrition and Senior center

1.02 Agency Name: Greater Galilee Community Development Corporation

1.03 Address of Primary Office: 2432 N. Teutonia Avenue; Milwaukee, WI 53206

1.04 Phone Number 414-562-1110 FAX# 414-562-1227

1.05 Office Hours 7 AM - 3 PM E-mail clyde2white@yahoo.com

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

Name, Title President Signature _____

Name, Title Vice President Signature _____

1.07 Staff Contact for the Program: Accounting Contact for the Program

Name, Title Brenda McCord - Program Director Name, Title Anthony Neff, Accountant

Phone and e-mail 414-562-1110; bjmccord916@att.net Phone and E-mail 414-562-1110; twofourbk@gmail.com

1.08 Type of Agency (please check those that apply):

Public _____ Non-profit x Proprietary _____

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

1.09 Federal ID No. 45-2793341 State Tax Exempt No. CES 068793

1.10 Type of Request: New _____ Continuation X

1.11 Amount of Department on Aging Request: \$ 110000

1.12 Total Agency Budget: \$ 333000

1.13 Proposed Cost Per Unit of Service: \$ _____

1.14 Proposed Units to be Provided: _____

Milwaukee County Department on Aging

Form 2.0 – Program Summary for Greater Galilee Community Development Corporation

1. Mission and Goals:

The mission of the Greater Galilee Community Development Corporation (GGCDC) is to promote individual empowerment in a community setting through multigenerational learning, social engagement and purposeful, positive interaction. Our programs and activities will foster active aging and independence, while taking into consideration individual differences in health and functional ability and differences in lifestyle, ethnicity, religious beliefs, values, needs, social interests and skills.

The specific 2020 continued goal is: The Greater Life Community Center is designed to reflect the theme of “crossroads”: Where Generations Connect and Communities are Strengthened. The programs include a senior center, a primary care wellness center that focuses on physical and mental health issues, a senior nutrition program, a dance studio, technology lab and other youth programming initiatives.

The goals also include building connections across age, race, socio-economic classes and other traditional divides. We will continue to promote healthy living through access to an integrated system of health and social services.

2. Service Delivery Plan:

Greater Life Community Center Senior programming is a person-centered, evidenced-based and innovative. It has been the ‘senior program for 2025’, not the senior center of the 1990’s. It may not have bingo and arts and crafts unless the persons attending want those activities and assist with planning and facilitating them. The GGCDC senior program is based on the interests and life experiences of the persons who attend the Center.

The Community Center and Senior Center/Meal Site will be open to the public 5 days per week.

We interviewed each guest, with a unique Interest and Life Experiences interview tool. The information was used by the director to develop program of activities that represent the interests of those who attended. The framework for program planning is based on adult learning concepts and focus on the importance of multigenerational participation, beginning with the partnership of the dance and arts studio (Above the Clouds) and the youth mentoring service (Lead2Change) who share the building space. Greater Life Community Center senior programming will also include evidenced-based physical fitness and wellness programs, based on the MCDOA focus on the SAMHSA’s 8 Dimensions of Wellness, such as **Living Well with Chronic Conditions, Stepping On, and Healthy living with Diabetes**. GGCDC will participate in

the MCDOA Wellness Committee to keep abreast of state of the art wellness initiatives in all 8 dimensions.

The GGCDC has signed a contract with Froedtert and The Medical College of Wisconsin to be implemented this fall. The collaboration begins October 2019 which includes the following weekly (Wednesdays) services for seniors at the Greater Life Community Center:

The primary health care for African American older adults in the following areas: **1) Behavioral health. 2. Chronic Disease. 3. Violence. 4: Access to Care.**

The priority areas include Nutrition education with Community Gardens (1 -2 hours hands-on classes. Healthy Shopping Classes. Detain – led grocery store tours with community residents and senior center participants. Healthy food choices and preparation methods. Partner with Dietary for healthy and low-cost menu planning. Behavioral health: Chronic pain management: Living Well Educational Series. Behavioral Health screenings. (anxiety, depression screenings, stress management tools, education and referrals to providers for severe abnormal results. Pharmacy collaboration: “Ask a Pharmacist” session. Pane: once monthly at the center. Medication education, safe med storage and disposal, prescription assistance program and enrollment assistance. Heart Health with Hypertension screening and education; blood pressure monitor; abdominal aortic aneurysm (AAA) screenings with Heart & Vascular Team; chronic disease management: Living Well Educational series; Education: Heart Healthy Nutrition; Heart Attack Warning signs; stroke warning signs; general heart health; fun at the exercises; hypertension management. Diabetes screenings and education; Foot screening; diabetes management. **Living Well Educational Series.** And Harvest of the month. Featured fruit or vegetable recipes and nutritional information.

Dr. L. Egede and his team at the Center for Advancing Population Science, of the Medical College of Wisconsin have been engaged with GGCDC to provide other health, wellness and recreation programs for the Center participants. Dr. Egede’s team has attended the monthly senior meal program for the last two years and is developing focus groups to discuss issues of health disparities for this African American group of seniors. These focus groups will be expanded with the opening of the senior center and education and health behavior support groups will emerge.

GGCDC will also partner with the UW-Milwaukee School of Nursing to engage students in active participation in senior programming regarding topics such as available community resources; mental health and addiction awareness; and social justice and crime prevention strategies. The plan is to provide a primary care wellness clinic with UW-Milwaukee School of Nursing on the premise by early spring of 2020.

Some examples of specific innovative programming plans include:

- Discussion have begun regarding forming senior ballet and an arts program with Moving Forward Milwaukee and Above the Clouds utilizing the dance studio.

- Specially focused older adult exercise classes to be taught by the dance studio teacher

GGCDC agrees to provide program users receiving services under this agreement the opportunity to contribute to all or part of the costs of the services provided, on a daily, weekly or monthly basis, in accordance with prevailing MCDA policy. Contributions will be collected in locked cash boxes that will be provided by the MCDA.

3. Staffing Plan:

All current employees of GG CDC and the sub-contractors that will support the Family Life Center, are all over 45 years of age. GG CDC will actively recruit workers that will support the vision and mission of the GG CDC; have a current active role in the neighborhood; and represent life experience and expertise that are needed to develop and implement the quality services that are planned for the GG CDC Family Life Center Senior programs.

Marylyn Sutton RN; on site consultant.

See organization chart and job descriptions in appendixes

4. Accessibility

The Greater Life Community Center is completely accessible from the ground level., with “no step” entrances from Teutonia Avenue and 13th Street. There is an elevator in the facility from the Teutonia entrance.

The Center is conveniently located on two bus lines – Routes 21 (North Avenue) and 12 (Teutonia - Hampton), with three additional, intersecting bus routes lines less than 3 blocks away (Routes 40U, 42U and 60). These routes also have nearby bus shelters located less than 1 block away, providing easy access and shelter from inclement weather for those who rely on public transportation. There are also two parking lots on the 13th Street side, which would be available to those individuals who drive or use shared ride transportation services.

5. Experience

Greater Galilee Baptist Church in a certified food prep kitchen has provide a hot meal and fresh produce, meat, poultry, eggs and juice to nearly 2,000 seniors through a partnership with Feeding America since Summer of 2017 and over 200 hot meals weekly to families through a partnership with Second Harvest/Hunger Task Force, since 1980.

6. Administrative Ability

See Appendix 5 for Agency Wide Budget & Insurance coverage appendix

7. Program Outcomes and Quality Assurance

Outcome: #1 Meal Site Assessment: Meal Site Outreach/Viability Assessment: The provider should continue to work on and develop plans for each meal site which would require an environmental scan, assessment of community needs and the respective meal site's function in the community, and recommendations regarding the long term goals and roles of the meal site. Provider should also address marketing issues, unique characteristics of the meal site and program development options.

GGCDC's programs will evolve as the seniors determine their culture at the Greater Life Community Center, as well as identify what their priorities are. We are anticipating regular health and wellness clinics, educational classes, multi-generational projects, cross cultural activities, use of technology to move the programming forward and academic and interfaith connections to add depth and breadth to the capabilities of the staff.

- Wellness Center Model (evidenced based programs, uses Dimensions of Wellness: partnerships with wellness organizations, medical clinics) – **at least one evidence-based program every six months.**
- Lifelong Learning/Arts (focus on intellectual stimulation and personal growth and creativity and innovation; partnerships with arts organizations.; brain fitness programming).

The quality assurance component involves the adherence to processes and procedures in food services and program activities. Monthly programing from FMCW and UW-M School of Nursing

Annual Outcomes

Outcome 1: 85% of responding participant surveyed will state they are healthier because they take part the center's exercise classes and / or health programming and screening.

Outcome: 2: 85% of responding participants surveyed will state the center has an atmosphere of sociability, allowing them to combat isolation and make new friends.

Outcome: 3: 85% of responding participants surveyed will state they are happier and more satisfied with their life because they come to the Senior/Community Center.'

Outcome: 4: 85% of responding participants will I indicate a high level of customer satisfaction with the senior center and would recommend the senior center to a friend or family member.

8. Coordination Activities

GGCDC has long been focused on the needs and capabilities of the people who live in the neighborhood and developed programs based on that need. Located in Lindsay Heights, one of the most impoverished neighborhoods in Milwaukee. The combination of poverty and high unemployment rates in the 53206-zip code, correlates to a high risk for food insecurity and hunger in this same population. Recognizing that food insecurity and health disparities in this area was a major concern to the surrounding neighborhood, Greater Galilee CDC formed partnerships with the Hunger Task-Force and Feeding America several years ago. The newly collaboration with Froedtert & MCW and UW-School of Nursing will greatly enhance the program activities at Greater Life Community Center.

See Emergency procedures in appendixes

9. Budget Justification

See Exhibit 1

The **in-kind** contribution consists of the Executive Director's time extended daily of approximately 10hrs per week @ \$37/hour.

3.0 Program Staffing Information - Positions Funded by Department on Aging, Match, or Other Resources

A. Position Title	B. % Full Time Equivalent	C. Salary and/or Wage Subtotal \$	D. Fringe Subtotal \$	E. Total All (C & D)	F. Staff Demographics (Check all that apply)							
					Female	Minority	Disabled	Age 45 - 54	Age 55 - 64	Age 65 - 74	Age 75+	
Program Director	0.5	4900	0	4900	f	x		x				
administrative assistant	0.5	4150	0	4150	f	x			x			
Head cook	0.5	11400	0	11400	m	x			x			
cook	0.5	5200	0	5200	f	x					x	
program coordinator/nurse	0.5	3590	0	3590	f	x					x	
maintenance	0.5	4750	0	4750	f	x					x	
Total: (Each Category)		\$ 33,990.00	\$ -	\$ 33,900.00								

Note: Total wage and fringe for all staff positions (Column E of 3.0 of Program Staffing Information) should match the total wage and fringe on Column 6 of the 4.0 Budget Summary, Personnel Subtotal.

Itemize below percentage of agency fringe benefit costs:

- FICA _____
- Pension _____
- Workers comp _____
- Unemployment comp _____
- Disability Insurance _____
- Health insurance _____
- Life insurance _____
- Other (specified) _____

3.1 Program Staffing Information: Wages and Benefits 2020 GGDCD Please list each individual separately, using as many copies of this form as needed

Position Title	Hours Per Week	Annual Salary	Hourly Wage Rate	Eringe Benefit Category	Check if Employer Pays Fringe Benefit	County of Residence
Program Director	20	15000	17	Health Insurance Dental Insurance Life Insurance	x x	Milwaukee
Adm. Assistant	8	4050	10	Health Insurance Dental Insurance Life Insurance		Milwaukee
Head Cook	20	11400	11	Health Insurance Dental Insurance Life Insurance		Milwaukee
cook	10	5200	10	Health Insurance Dental Insurance Life Insurance		Milwaukee
Program coordinator/nurse	4	3590	17	Health Insurance Dental Insurance Life Insurance		Milwaukee
Maintenance	20	10000	10	Health Insurance Dental Insurance Life Insurance		Milwaukee
				Health Insurance Dental Insurance Life Insurance		
				Health Insurance Dental Insurance Life Insurance		
				Health Insurance Dental Insurance Life Insurance		

3.2 Direct Service Staff Turnover and Vacancy

2019 GGCDC

	I	II	III	IV	V	VI
	Number of Direct Service Staff employed in contract on January 1, 2019	Number of staff listed in Column I who remained employed on July 1, 2019	Number of new employees replacing staff listed in Column I by July 1, 2019	Percent of Column I employees replaced by July 1, 2019 (Column III divided by Column I)	Staff listed in Column I whose positions were vacant on July 1, 2019	Percent of Column I positions vacant on July 1, 2019 (Column V divided by Column I)
Title of Program or Service Contract (Department on Aging)						
Nutrition & Senior Center	13	31	2	15%	0	0%

Note: Direct Service Staff are defined as persons employed under the contract whose job routinely brings them into contact with clients, either in person or over the telephone.

4.0 Program Budget Summary

Provider Name Greater Galilee CDC

Contract Period Jan. 1, 2020 - Dec. 31, 2020
 Program/Service Senior Social Center Programming

ITEM	1	2	3	4	5	6
	Department on Aging Request	Non-Federal Match (10% of Program Costs)		Anticipated Program Revenue	All Other Program Resources	Program Total
		Cash	In-Kind			
1. PERSONNEL						
A. Wages & Salaries	3,590.00		300.00			3,890.00
B. Fringe (____ %)						
C. Other (Describe)						
SUBTOTAL	3,590.00		300.00			3,890.00
2. TRAVEL EXPENSES						
A. Local						
B. Out of Town						
SUBTOTAL						
3. FACILITIES EXPENSE						
A. Rent	3,575.00		-			3,575.00
B. Utilities	3,073.00		-			3,073.00
C. Other - Depr.	-		-			
SUBTOTAL	6,648.00					6,648.00
4. OPERATING EXPENSES						
A. Office Supplies	200.00					200.00
B. Consumable Supplies	4,000.00		-			4,000.00
C. Telephone	370.00					370.00
D. Postage						
E. Equipment						
F. Other (Describe)						
SUBTOTAL	4,570.00					4,570.00
5. MISCELLANEOUS						
A. Office Supplies	260.00					260.00
B. Consultant Fees	4,000.00					4,000.00
C. Audit	1,000.00					1,000.00
D. Other (Describe)						
SUBTOTAL	5,260.00					5,260.00
6. INDIRECT COSTS						
A. Indirect Costs (Form 4.1)						
B. Other (Describe)						
SUBTOTAL	-		300.00			-
7. COLUMN TOTAL FOR ALL COSTS						
	20,068.00		300.00			20,368.00
8. TOTAL NON-FEDERAL						
9. PROFIT FACTOR						

* Provide source of Non-Federal Cash match or description of In-Kind Match:

** Indirect costs must be reported by agencies that provide more than one program, service, or activity. Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs.

4.0 Program Budget Summary

Provider N. Greater Galilee CDC

Contract Per Jan. 1, 2020 - Dec. 31, 2020
 Program/Set Community Center Meals Program

ITEM	1	2	3	4	5	6
	Department on Aging Request	Non-Federal Match (10% of Program Costs) Cash In-Kind		Anticipated Program Revenue	All Other Program Resources	Program Total
1. PERSONNEL						
A. Wages & Salaries	30,400.00		2,700.00			33,100.00
B. Fringe (____ %)						
C. Other (Describe)						
SUBTOTAL	30,400.00		2,700.00			33,100.00
2. TRAVEL EXPENSES						
A. Local						
B. Out of Town						
SUBTOTAL						
3. FACILITIES EXPENSE						
A. Rent	23,900.00		-			23,900.00
B. Utilities	8,500.00		-			8,500.00
C. Other			-			
SUBTOTAL	32,400.00					32,400.00
4. OPERATING EXPENSES						
A. Office Supplies	200.00					200.00
B. Consumable Supp	24,852.00		-			24,852.00
C. Telephone						
D. Postage						
E. Equipment						
F. Other (Describe)						
SUBTOTAL	25,052.00					25,052.00
5. MISCELLANEOUS						
A. Office Supplies	260.00					260.00
B. Consultant Fees						
C. Audit	1,820.00					1,820.00
D. Other (Describe)						
SUBTOTAL	2,080.00					2,080.00
6. INDIRECT COSTS						
A. Indirect Costs (Fo	-		900.00			900.00
B. Other (Describe)						
SUBTOTAL			900.00			900.00
7. COLUMN TOTAL FOR						
ALL COSTS	89,932.00		3,600.00			93,532.00
8. TOTAL NON-FEDERAL						
9. PROFIT FACTOR						

* Provide source of Non-Federal Cash match or description of In-Kind Match:

combined budget summary

4.0 Program Budget Summary

Contract Per Jan. 1, 2020 - Dec. 31, 2020

Provider N. Greater Galilee CDC

GGCDC Community Center Senior Meals/ Senior Prog

ITEM	1	2	3	4	5	6
	Department on Aging Request	Non-Federal Match (10% of Program Costs)		Anticipated Program Revenue	All Other Program Resources	Program Total
		Cash	In-Kind			
1. PERSONNEL						
A. Wages & Salaries	33,990.00		3,000.00			36,990.00
B. Fringe (_____ %)						
C. Other (Describe)						
SUBTOTAL	33,990.00		3,000.00			36,990.00
2. TRAVEL EXPENSES						
A. Local						
B. Out of Town						
SUBTOTAL						
3. FACILITIES EXPENSE						
A. Rent	27,475.00		-			27,475.00
B. Utilities	11,573.00		-			11,573.00
C. Other			-			
SUBTOTAL	39,048.00					39,048.00
4. OPERATING EXPENSES						
A. Office Supplies	400.00					400.00
B. Consumable Supp	28,852.00		-			28,852.00
C. Telephone	370.00					370.00
D. Postage						
E. Equipment						
F. Other (Describe)						
SUBTOTAL	29,622.00					29,622.00
5. MISCELLANEOUS						
A. Office Supplies	520.00					520.00
B. Consultant Fees	4,000.00					4,000.00
C. Audit	2,820.00					2,820.00
D. Other (Describe)						
SUBTOTAL	7,340.00					7,340.00
6. INDIRECT COSTS						
A. Indirect Costs (Fo	-		-			-
B. Other (Describe)						
SUBTOTAL	-		-			-
7. COLUMN TOTAL FOR						
ALL COSTS	110,000.00		3,000.00			113,000.00
8. TOTAL NON-FEDERAL						
9. PROFIT FACTOR						

4.1 Indirect Cost Allocation Plan

Name of Agency Greater Galilee Community Developmet Corporation

If your agency provides only one kind of program, service or activity, and all costs are directly related to providing this program, service or activity, even if only partially allocated to the proposed Department on Aging program or service, you are not required to complete the Indirect Cost Allocation Plan.

Description of Item Costs	Total Agency Cost For Program	Department of Aging Program Costs For Program	Indirect Cost Rate (Max of 10%)
1. General Administration			
A. Salaries of Executive Officers			
B. Expenses of Executive Officers			
C. Personnel Administration			
D. Accounting			
E. Other (Describe) <u>audit</u>			
F. Other (Describe) <u>staff salaries</u>			
G. Other (Describe) _____			
2. Buildings and Equipments			
A. Depreciation			
B. Use			
C. Operation			
D. Maintaining Facilities			
E. Other (Describe) <u>insurance</u>			
F. Other (Describe) _____			
3. Communication Costs			
A. Advertising Costs			
B. General Communication Costs (Telephone, postage, etc.)			
C. Other (Describe) _____			
D. Other (Describe) _____			
E. Other (Describe) _____			
4. Other Indirect Costs			
A. Other (Describe) <u>loan mortgages</u>	120000		
B. Other (Describe) <u>loan payments</u>	24900		
C. Other (Describe) _____			
D. Other (Describe) _____			
TOTAL ALL INDIRECT COSTS	144900	0	0
Must total 10% or less of MCDA award			

Total Department on Aging Program Costs should be included on Line 6A of the 4.0 Budget Summary.

For allowability of certain selected items of cost, refer to Office of Management and Budget Circular A-122

