

EXHIBIT 1

Milwaukee County Department on Aging
Description of Proposed Programs and Services
Funding Period January 1, 2017 to December 31, 2017

1.0 General Program Information

1.01 Program Title or Type of Service Provided **Programs in Five County-owned Senior Centers**


1.02 Agency Name **Interfaith Older Adult Programs, Inc.**


1.03 Address of Primary Office: **600 W. Virginia Street, Suite 300
Milwaukee WI 53204**

1.04 Phone Number **(414) 771-7500** Fax# **(414) 291-7510**

1.05 Office Hours **8:30am – 4:30pm** E-mail **svojvodich@interfaithmilw.org**

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

Name, Title **Lisa Bittman, Executive Director** Signature 

Name, Title **Janet McMahon, Sr. Dir. for Program Operations** Signature 

1.07 Staff Contact for the Programs

Name, Title **Stacey Vojvodich, Director** Fax# **(414) 291-7510**

Phone Number **(414) 220-8668** E-mail **svojvodich@interfaithmilw.org**

1.08 Type of Agency (please check all those that apply): **Non-Profit**

1.09 Federal ID No. **39-1217963** State Tax Exempt No. **ES 15376**

1.10 Type of Request: **Continuation**

1.11 Amount of Department on Aging Request **\$1,322,867**

1.12 Total Agency Budget **\$7,898,816**

1.13 Proposed Cost Per Unit **NA**

1.14 Proposed Unites Provided **NA**



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE Participation Recommendation/Wavier Request

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

CBDP@milwaukeeCountyWi.gov

FUNDING SOURCE

Local State Federal Grant If Federally Funded, what percentage? 0% %
Federal Source of Funds: FAA FTA DOT (includes WisDOT) Other: County tax levy and Wisc. DHS

CONTACT INFORMATION

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

PROJECT INFORMATION

Project Name: Programs in Five County-owned Senior Centers Project No.: 417-23

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

Program provides senior center programming at five (5) county-owned senior centers (Lawrence P. Kelly, McGovern, Clinton Rose, Washington and Wilson) serving older adults attending those centers, with active participation by members in a diverse set of programs (including fitness center), services, and center governance. Program/service guidelines are attached. The contract award recommendation is from the Milwaukee County Commission on Aging.

Contracting Opportunities (List NAICS codes): None

*County Board File No. 98-197(a) (a)

RFP/BID will be used (Yes/No) Yes Advertising Date: Not required* Bid/Proposal Due Date: August 19, 2016

TYPE OF PROJECT

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

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

APPROVALS

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

WAIVER REQUEST

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

Explanation: The county will contract with nonprofit Interfaith Older Adult Programs to manage five county-owned senior centers/senior programming.

Subcontracting with a DBE certified vendor places undue burdens on the agency, increasing administrative oversight and reducing programs and services.

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

CBDP USE ONLY

Concur with Recommendation or provide the following goals: 0 %

This contract is exempt from the DBE goal: Yes No

Approved: Rick Norris Date: 11/17/2016
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Section VI
Part A – 2017 Department on Aging Program/Service Guidelines

Applicants for Department on Aging funding to provide **Programs in Clinton and Bernice Rose Senior Center 3045 N. Martin Luther King Jr. Drive, McGovern Park Senior Center 4500 W. Custer Avenue, Washington Park Senior Center, 4420 W. Vliet St., Wilson Park 2601 W. Howard Avenue, and at Lawrence P. Kelly Senior Centers 6100 S. Lake Drive** during 2017 must comply with and incorporate the following guidelines in their proposed program.

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

Applicants are advised that Milwaukee County Department on Aging sponsors and funds Programs in Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers. Therefore, the provider of programs is required to consult with the Department on Aging to determine the extent of activities currently provided. The provider is required to continue serving the current user population.

1. **Summary of Required Services**

The provider of Programs in Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers must provide a comprehensive program of services and activities for older adults. Operation and maintenance of the centers' buildings shall be in accordance with the agreements and understandings between Department on Aging and Department of Parks, Recreation and Culture. Should an applicant be chosen to provide Programs in these Senior Centers, these agreements shall be incorporated by reference in any contract between the applicant and Milwaukee County, and shall serve as requirements for the provision of services under such contract. Applicants **must** apply for the full amount of the funds allocated for this program. Applications for a portion of the funding will not be accepted.

2. **Eligible Applicant Agencies**

To be eligible to provide services under this program, an applicant must be legally incorporated under the laws of the State of Wisconsin, and have as its primary purpose or business the provision of services to older persons.

Eligible applicants must demonstrate a record of community involvement with, and be knowledgeable about, the needs of older adults living in the areas of Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers. Applicants must include a written description of their relevant experience in their proposal, including any past contracts with Milwaukee County or other units of government. Applicants must outline a **proposed vision** for multi-cultural, multi-purpose senior center programs, including managing multiple multi-cultural, multi-purpose senior center facilities.

(Include in Section 2.0, 5. B. of Exhibit I)

3. Center Operation and Maintenance

- a. The provider of Programs in the Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers is required to maintain and operate the buildings. Operation and maintenance would include performing all tasks necessary to insure the health, safety and comfort of center users and staff, and the general maintenance of the centers' buildings. These tasks include the maintenance of all heating, ventilation, air conditioning, plumbing and electrical equipment in accordance with state and local codes and manufacturers' specifications.
- b. The provider must at all times maintain the Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers in conditions that meet all state and local fire, health, building and safety codes, and arrange for the centers to be regularly inspected by officials authorized to enforce these codes, including the posting of the emergency evacuation plan for each center in an area where it can be easily seen by staff and members.
- c. Provider must obtain written permission from the Department on Aging for any repair or renovation that will modify the building in any way.

4. Required Programs and Services

The provider of Programs in Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers must provide the following programs and services, either directly or by providing facilities to another agency, including:

- a. To develop, promote and maintain recreational, social and educational programs designed to lessen the isolation of older adults in the target areas.
- b. Coordinate Outreach which includes: making home visits in the Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers target areas to identify vulnerable, homebound older adults in need of services; determining the specific services they need and referring them to appropriate agencies for service; where necessary, assisting clients in obtaining needed services and following up to see if the needed services have been provided. Outreach services also include, **recruiting and training volunteers to provide needed services.**
- c. Develop a plan and implement a minimum of two evidence-based programs per year that meet the minimum or higher criteria for Title IIID Funding as described by the Older American's Act. Examples: **Stepping On** fall prevention program and **Living Well With Chronic Diseases**. MCDA program staff will assist in determining and selecting acceptable prevention and wellness programming. The provider will submit documentation to include the type of evidence programs completed and the number of clients that participated in these programs in 2017.

- d. Provide meal site supervision for the Milwaukee County Senior Meal Program congregate meal site as outlined in the “Program Service Guidelines/Specifications” Part B – (Attached)
- e. Coordinate Information and Assistance to older persons seeking to obtain social services from MCDA or other social service agencies.
- f. Applicants must clearly describe their emergency plan for maintaining the provision of services to older adults through this program in the event of an emergency.
- g. Applicant must develop a creative and innovative marketing plan that explicitly outlines measures that will be taken to reach, recruit and involve new participants in the centers. **(Attach as Appendix 15 to Exhibit I)**

5. Program Activities and Requirements

- a. Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers must be open to participants at least eight hours per day, five days per week. **(Include in Section 2.0, 4. D. of Exhibit I)**
- b. Applicants must agree to continue to provide all programs and services that were offered at the center in 2014 Applicants must also provide ideas for additional programs and services they intend to implement in 2017. **(Attach as Appendix 8 to Exhibit I)**
- c. Applicants must be willing to make available facilities at Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers for programs and services sponsored or provided by other agencies serving older adults.
- d. The provider of Programs Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers must be willing to coordinate the activities of their proposed programs and services with the activities of other agencies and groups providing services to older adults.
- h. The provider of Programs in Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers must be willing to perform other activities that may be mutually agreed upon and included in a Department on Aging contract.
- i. Applicants must describe how their proposed activities will insure that health and social services are known and accessible to elderly persons living in the Central City Target area who have the greatest economic and social need as defined by the Older Americans Act of 1965, As Amended. The Act defines these terms as follows:

"The term 'greatest economic need' means the need resulting from an income level at or below the poverty levels established by the Office of Management and Budget."

"The term 'greatest social need' means the need caused by non disabilities, language barriers, and cultural, social, or geographical isolation including those caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently." **(Include in Section 2.0, 2. E. of Exhibit I)**

- g. Applicants must describe their proposed strategy for developing and maintaining Cultural Diversity, Competency and Sensitivity, notwithstanding a culturally diverse Board or Staff reflecting a gender or ethnic makeup of the applicant's client population. Please describe specific examples of existing and/or proposed policies, procedures, and other practices promoting Cultural Diversity, Competency and Sensitivity.
- h. Applicants must maintain minimum insurance coverage determined by the Milwaukee County Risk Manager in the following areas:
 - (1) General liability,
 - (2) Automobile liability,
 - (3) Worker's compensation, including a waiver of subrogation;
 - (4) Employee dishonesty; and
 - (5) Milwaukee County listed as an additional insured

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

The provider must at all times maintain a liability insurance policy covering the premises, programs and operations of the Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers. Such policy must name Milwaukee County as co-insured and provide minimum coverage at each site of \$25,000 for property damage sustained by one individual or party, \$100,000 for injury or damage to any one person and \$2,000,000 for total injuries or damages arising from any one incident. In addition, the applicant must maintain comprehensive property and theft insurance for each site in an amount satisfactory to Milwaukee County on the buildings of Clinton and Bernice Rose, McGovern Park, Wilson Park, Washington Park, and Lawrence P. Kelly Senior Centers and on all equipment purchased with funds granted by Milwaukee County. **(Include in Section 2.0, 6. B. of Exhibit I)**

- i. The provider must maintain accurate monthly records of all programs and services provided to older adults under a Department on Aging contract.

These records must include the number of persons served by each program or service and the dates on which such services were provided.

- j. The provider will be responsible for developing, maintaining their own filing system for their clients, they will be responsible for updating the client's personal information as changes occur. This filing system could be as simple as a one page client log for each client every year, to a computerized system as long as the clients pertinent information is kept current and confidential at all times and is accessible for the Department On Aging staff to review.
 - k. Applicants must describe how they intend to secure funds in addition to those provided by the Department on Aging to support programs and services at the Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers. **(Attach as Appendix 10 to Exhibit I)**
 - l. Applicants must describe in detail, a plan for after hours use of each senior center, both as a means to serve the community, and to provide revenue for increased programs and services at the centers.
(Attach as Appendix 14 to Exhibit I)
 - m. Applicants must demonstrate knowledge of information and referral and emergency services. Maintaining a referral and follow-up log is required.
(Include in Section 2.0, 8. A. of Exhibit I)
 - n. Applicants must submit, and the provider shall maintain, a written plan providing for the safety of center users in the event of a fire, natural disaster or other life-threatening situation. This emergency plan will include the yearly schedule for quarterly fire drills for each center.
(Include as Appendix 11 of Exhibit I)
 - o. Applicants must describe how center users will be involved in developing and implementing programs and policies at Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers.
(Include in Section 2.0, 7. A. of Exhibit I)
 - p. Applicants are encouraged, with the consent of center users or their representatives, to bring to the attention of appropriate officials, conditions which place center users in danger.
 - q. The service provider is encouraged to continually seek innovative and progressive strategies to improve service to Milwaukee County Older Adults; however any proposed service changes (including service enhancements) must receive prior MCDA approval before being implemented.
6. Program Goals, Objectives and Outcomes

Applicants must specify measurable program objectives and outcomes, and the methods and time frame to achieve each objective. The objectives should relate to the proposed programs and services, need to be measurable. The methods should

specify the operational or quantitative steps to accomplish the objectives and measure the outcomes. The time frame should indicate when the goals and objectives would be completed. **(Include in Section 2.0, 2. F. of Exhibit I)**

Annual Outcomes: Outcomes 1, 2, and 3 will be measured with an annual survey administered by center staff to participants at the end of the year.

Outcome 1: 85% of responding participants surveyed will state they are healthier because they take part in the center's Fitness Center, exercise classes and/or health programming and screenings.

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 Center.

Outcome 4: Each center will increase their annual attendance by midyear and end of year from previous year's statistics. This outcome will be measured in June and December using the MCDA 004 form column 4 (YTD This Report) TOTAL.

7. Unacceptable Program Activities

- a. Activities that violate the terms of a Department on Aging contract or these Program/Service Guidelines.
- b. Activities unrelated to serving older adult center participants.
- c. Activities or policies that inhibit any eligible resident of Milwaukee County from using Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers.

8. Eligible Clients

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

9. Identification of Clients

Applicants must clearly describe how they will identify eligible clients for Clinton and Bernice Rose, Washington Park, McGovern Park, Wilson Park and Lawrence P. Kelly Senior Centers Outreach Programs.

(Include in Section 2.0, 2. A. of Exhibit I)

10. Follow-Up of Client Referrals

- a. Applicants must clearly describe how they will provide follow-up to clients referred for services to other programs to determine whether service was obtained. **(Include in Section 2.0, 8. A. of Exhibit I)**
- b. The provider must document all follow-up activities in the agency's client referral log or other suitable record.

11. Program Personnel, Training and Equipment

- a. Applicants must submit job descriptions for all personnel employed in this program. These descriptions must include: job title; duties, to be performed; number of hours to be worked each week; amount of annual salary; form of compensation, i. e., hourly, salary, etc. and source of compensation. **(Include in Appendix 1 of Exhibit I)**
- b. Personnel paid wholly or in part under a Department on Aging contract must spend a percentage of their time on contract related activities equal to the percentage of their compensation paid with Department on Aging funds.
- c. Applicants must clearly describe how personnel providing services will be trained to meet the needs of older adults. **(Include in Section 2.0, 3. C. of Exhibit I)**
- d. At least one staff person directly involved with program participants at each site (Clinton and Bernice Rose, Washington Park, McGovern Park, Wilson Park and Lawrence P. Kelly Senior Centers) must be currently certified in first aid and cardiopulmonary resuscitation. **(Please attach a list of the names of certified staff as Appendix 12 to Exhibit I)**
- e. The provider must insure that at all times Clinton and Bernice Rose, Washington Park, McGovern Park, Wilson Park and Lawrence P. Kelly Senior Centers are equipped with first aid kits and blankets.
- f. The provider must insure that at all times Clinton and Bernice Rose, Washington Park, McGovern Park, Wilson Park and Lawrence P. Kelly Senior Centers are equipped with an adequate number of smoke detectors pursuant to state and local codes and in consultation with local fire authorities.

- g. As part of on-going training, all program personnel must participate in regular staff meetings and attend the Senior Center Director Roundtable Meetings to keep informed of overall program activities and developments.

12. Program Organization and Administration

- a. Applicants must clearly identify the individual(s) at each site who will be:
 - 1. Responsible for overall administration of the program.
 - 2. Authorized to sign required reports and other documents.
 - 3. Authorized to receive checks.
 - 4. Responsible for fiscal and budgetary matters.
 - 5. Responsible for handling client complaints.
(Attach as Appendix 13 to Exhibit I)
- b. The provider of this service must maintain written records listing all expenditures and all activities funded each month under a Department on Aging contract. The records shall indicate the nature and amount of each expenditure and the nature, frequency, and approximate number of persons served by each activity.

13. Contributions and Other Revenue

- a. The provider of programs in Clinton and Bernice Rose, McGovern Park, Washington Park, Wilson Park, and Lawrence P. Kelly Senior Centers must afford all clients the opportunity to make a voluntary contribution toward the cost of the services they receive in accordance with Department on Aging policies.

Contributions must be voluntary and confidential. Contributions may be solicited either verbally or in writing, but the form of solicitation must be clearly stated in the applicant's contribution policy and approved in advance by the Department on Aging. Solicitations must at all times respect the dignity and confidentiality of center users and make clear that contributions are voluntary and that, under no circumstances, will a service be denied because of a failure to contribute. **(Include a copy of the proposed contribution policy as Appendix 7 of Exhibit I)**

- b. All contributions and other revenues raised by the provider through this program shall be remitted to Milwaukee County Department on Aging in accordance with procedures to be specified. At the discretion of the Department on Aging, any revenues in excess of the amount budgeted for this program may be awarded to the provider for the expansion or enhancement of the program.

14. Reimbursement

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

15. Billing and Reporting

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

All providers will be required to implement the National Aging Program Information System (NAPIS), to fulfill state and federal reporting requirements.

16. Senior Center Director's Round Table

Applicant must participate in all Senior Center Director's Round Table meetings to acquire beneficial information and to collaborate and share with other senior centers countywide.

17. Advisory Committee

The provider must establish and maintain an advisory committee made up of representatives of each center's users, older persons in the community and interested agencies. These committees will advise the agency regarding programs, activities and center policies.

18. Leasing of Facilities Space

The applicant must agree that space will be leased to other cooperating agencies, as negotiated by the applicant and the Milwaukee County Department on Aging. The applicant must present rental agreement policies for each site to the Department on Aging for use of space outside of regular program hours.

19. Membership

The applicant must provide membership in both Wisconsin Association of Senior Centers and the National Institute of Senior Centers for the staff persons in charge at each site.

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

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

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

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
97504		XXXXX		251-417-23

NAME OF VENDOR	ADDRESS
Interfaith Older Adult Program	600 W Virginia Street Suite 300 Milwaukee , WI 53204-1551

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/17 12/31/17	12		\$ 1,322,867.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01	0001	790	7934	0000		8123				\$320,881.00
2017	02	0001	790	7934	A5BU		8123				\$ 200,942.00
2017	03	0001	790	7934	A5CS		8123				\$ 285,982.00
2017	04	0001	790	7934	A5DU		8123				\$ 298,648.00
2017	05	0001	790	7934	A5SC		8123				\$ 152,414.00
2017	06	0001	790	7967	A5WP		8123				\$ 64,000.00

PURPOSE OF CONTRACT

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

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

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

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

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

Is Vendor a certified professional service DBE? YES NO

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

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

Contract Number 251-417-23
Service Programs in Five County-owned Senior Centers

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

1. Dates of Performance

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

2. Scope of Service

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

3. Staffing and Delivery of Programs/Services

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

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

- C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in providing programs and services to eligible clients.
- D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the programs and services referred to herein.
- E. All clients served by Contractor under this Contract must meet County's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with County and that Contractor will not be reimbursed for services provided to ineligible clients.
- F. Contractor agrees that the programs and services described in Exhibit I will be available to eligible clients throughout the period of this Contract and to accept all clients referred by County as long as funds made possible through this Contract are available.
- G. Contractor shall maintain a log of complaints and provide County a copy of any written complaint made to Contractor regarding any of the services furnished hereunder and will inform County in writing of the actions taken by Contractor to resolve such complaints.

4. Equipment

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

5. Fiscal Administration

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

- A. Contractor agrees to identify the total cost of the program or service funded under this Contract.
- B. Contractor shall provide to County an agency-wide budget, disclosing all of Contractor's anticipated revenues and expenditures for the period of this Contract.

- C. Funds received by the Contractor under this Contract may not be co-mingled with funds from other sources.
- D. Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- E. Contractor agrees to comply with the allowable cost policies and procedures as established by the Wisconsin Department of Health Services.

6. Compensation

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

of said federal and state grants and contracts, and Contractor agrees to comply with all such provisions for the period of this Contract, including all applicable provisions of the standard State/County contract.

7. Billing and Reporting

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

8. Record Keeping and Access to Records

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

9. Inspection of Premises

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

10. Audit Requirements

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

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

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

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

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

- (d) Wisconsin Department of Health Services, DHS Audit Guide, 2015 Revision (or later)
- (e) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and

- (f) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

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

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

(1) Financial Statements for the Entire Organization:

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

(2) Auditor's Reports:

- a. Report on the financial position, results of operations, and changes in the financial position or Statement of Cash Flows for the entire agency.
- b. Report on Compliance, including compliance with applicable laws and regulations, and any subsequent revisions, and compliance with material financial terms and conditions of this Contract, including allowance of program costs.
- c. Report on Evaluation of Internal Accounting Controls. A copy of any management letter or equivalent document issued in conjunction with the audit shall be provided to County.
- d. Findings of non-compliance.
- e. Schedule of questioned costs and the potential amount of repayment prior to offsetting any unrelated items.
- f. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the contract number and the program name from Exhibit I of the contract. Each care or service under County Contract must be reported as a separate item by contract year.

- g. A report on the status of action(s) taken on prior audit findings.

(3) General

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

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

amounts may result in legal action as determined by Milwaukee County Corporation Counsel. County shall charge interest on any outstanding repayments as set forth in section 46.09 (4) (d) (8) General Ordinances of Milwaukee County.

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

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

Subrecipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of County and County's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the Program/Service Guidelines or Specifications for this contract and the subcontract. Access to information shall include computerized data and/or other electronic information used by the Contractor, made available in formats suitable for data analysis, such as queries, using conventional software programs.

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

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

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

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

11. Non-Discrimination and Equal Employment Opportunity

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

12. Indemnity

- A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the County, and its agents, officers, and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including statutory benefits under Workers' Compensation laws, suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its

(their) agents which may arise out of or are connected with the activities covered by this Contract.

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

13. Insurance

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

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

- B. **County, As Its Interests May Appear, shall be named as Additional Insured for General and Automobile Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or**

restrictive additional insured endorsement will not be acceptable. Contractor shall submit a certificate of insurance indicating the above coverage for the duration of this Contract and for review and approval by County. Contractor shall provide an updated certificate to County when changes occur in agents or coverage during the duration of this Contract.

- C. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County is required to be furnished. Additional insured endorsements for General and Auto Liability, the endorsement for the Waiver of Subrogation for Workers Compensation and the insurance certificate indicating the above coverage are all required to be submitted for review and approval of the County. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.
- D. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.
- E. Contractor shall notify County immediately upon the commencement of any litigation against the Contractor where there is any possibility that County may be made a party thereto.

14. Bonding Requirement

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

15. Withholding of Payments

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

16. Contract Termination

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

17. Advertising

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

18. Coordination of Services

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

19. Client Contributions

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

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

20. Modifications

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

21. Contract Renegotiation or Revision

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

22. Independent Contractor

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

23. Subcontracts

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

24. Assignment Limitation

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

25. Resolution of Disputes

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

26. Prohibited Practices

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

27. Certification Regarding Contractor Debarment or Suspension

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

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

Date: _____

28. Certification Regarding Lobbying

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

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

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

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

Date: _____

For: _____
 (Name of Grantee)

 (Title of Grant Program)

29. Political Activity of Employees

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

30. Notices

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

31. Health Insurance Portability and Accountability Act of 1996

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

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

32. Contract Content

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

33. Approval

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

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

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

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

DocuSigned by:
By: Rick Norris Date: 11/17/2016
AD4C84D4023E460...

Title: CBDP Director

Reviewed by Risk Management:

By: _____ Date: _____

Title: _____

Approved as to Execution:

By: _____ Date: _____

Title: _____

Contractor Representative:

By: _____ Date: _____

Title: _____

Milwaukee County Department on Aging:

By: _____ Date: _____

Title: _____

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

By: _____ Date: _____

Title: _____

Milwaukee County Executive:

By: _____ Date: _____

Chris Abele

Approved as to Wis. Stats. §59.42

By: _____ Date: _____

Title: _____

Contract No. 251-417-23

Certificate Of Completion

Envelope Id: 904F9A81BE674161911BA9E73405806F	Status: Sent
Subject: Please DocuSign: Programs in Five County-owned Senior Centers	
Source Envelope:	
Document Pages: 30	Signatures: 3
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gary Portenier
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	gary.portenier@milwaukeecountywi.gov
	IP Address: 204.194.251.3

Record Tracking

Status: Original	Holder: Gary Portenier	Location: DocuSign
11/17/2016 9:42:40 AM	gary.portenier@milwaukeecountywi.gov	

Signer Events

Signer Events	Signature	Timestamp
Holly Davis holly.davis@milwaukeecountywi.gov Director Security Level: Email, Account Authentication (None)	 DocuSigned by: Holly Davis ED77D76FE5D7434...	Sent: 11/17/2016 10:02:38 AM Viewed: 11/17/2016 10:40:47 AM Signed: 11/17/2016 10:41:03 AM
Electronic Record and Signature Disclosure: Accepted: 11/17/2016 10:40:47 AM ID: fdccd2cc-df55-4650-b57e-75af825f2de6	Using IP Address: 204.194.251.5	

Rick Norris rick.norris@milwaukeecountywi.gov CBDP Director Milwaukee County Security Level: Email, Account Authentication (None)	 DocuSigned by: Rick Norris AD4C84D4023E450...	Sent: 11/17/2016 10:41:05 AM Viewed: 11/17/2016 1:14:50 PM Signed: 11/17/2016 1:15:14 PM
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Amy Pechacek amy.pechacek@milwaukeecountywi.gov Director of Risk Management Milwaukee County Security Level: Email, Account Authentication (None)		Sent: 11/17/2016 1:15:17 PM
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Electronic Record and Signature Disclosure:
Accepted: 2/25/2014 12:36:39 PM
ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

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

Lisa Bittman
lbittman@interfaithmilw.org
Security Level: Email, Account Authentication (None)

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Accepted: 2/7/2014 5:22:12 PM
ID: b70b3aea-859d-4271-832d-492d76d206b7

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

Electronic Record and Signature Disclosure:
Accepted: 11/17/2016 10:40:47 AM
ID: fdccd2cc-df55-4650-b57e-75af825f2de6

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

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

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

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

Carbon Copy Events	Status	Timestamp
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Notary Events	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/17/2016 1:15:17 PM
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Electronic Record and Signature Disclosure
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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

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