

Milwaukee County Department on Aging  
2020 Purchase of Service Contract  
Grant Supported Programs and Services  
Serving Older Adults of Southeastern Wisconsin

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 Serving Older Adults of Southeastern Wisconsin, W172 N8857 Shady Lane, Menomonee Falls, WI 53051 (hereinafter called Contractor).

1. Dates of Performance

This Contract is made in an amount not to exceed \$100,000 for the period of January 1, 2020 through December 31, 2020 to provide congregate meal site supervision services at the five county-owned senior centers. This contract may be extended for an additional year upon the agreement of the parties.

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: \_\_\_\_\_  
(Signature of Official Authorized to Sign Contract)

Date: \_\_\_\_\_

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)

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(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





NUTRITION SITE SUPERVISION SERVICES

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EXHIBIT I

Milwaukee County Department on Aging  
Descriptions of Proposed Programs and Services  
Funding Period 1/1/2020 to 12/31/2020

1.0 General Program Information

1.01 Program Title or Type of Service to be Provided: Nutrition Site Supervision Services Independent Sites

1.02 Agency Name: Serving Older Adults of Southeast Wisconsin, Inc.

1.03 Address of Primary Office: 2601 W Howard Ave  
Milwaukee, WI 52321-1941

1.04 Phone Number 414-282-5566 FAX# \_\_\_\_\_

1.05 Office Hours 8:30 PM- 4:30 PM E-mail info@servingolderadults.org

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

Name, Title Catherine Wood, President/CEO Signature Catherine Wood

Name, Title Jodi Bauer, CFO Signature Jodi Bauer

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

Name, Title Morgan Morgan, Director of Senior Centes Name, Title Jodi Bauer, CFO

Phone and e-mail 414-282-5566 mmorgan@servingolderadults.org Phone and E-mail 414-282-5566 jbauer@servingolderadults.org

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

Public \_\_\_\_\_ Non-profit x Proprietary \_\_\_\_\_

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

1.09 Federal ID No. 83-0637217 State Tax Exempt No. 69137

1.10 Type of Request: New \_\_\_\_\_ Continuation X

1.11 Amount of Department on Aging Request: \$ 100,000

1.12 Total Agency Budget: \$ 1,275,212

1.13 Proposed Cost Per Unit of Service: \$ \_\_\_\_\_

1.14 Proposed Units to be Provided: \_\_\_\_\_  
\_\_\_\_\_

## 2020 NUTRITION SITE SUPERVISION

### PROGRAM SUMMARY

#### Narrative

#### 1. Mission and Goals

- A. Provide a brief outline of your agency's official mission statement and goals. Include a description of your agency's overall purpose, its primary target population and the desired outcomes for your clients.

Serving Older Adults of Southeast Wisconsin, Inc. (SOA) is a newly formed non-profit that serves adults 50 and older in Milwaukee County and beyond. We provide a variety of opportunities, services, information and referral, and volunteer opportunities.

Our Mission: To provide opportunities and services to adults 50 and better.

Our Vision: We envision a community where every adult 50 and better will be connected to the resources they need, and the opportunities that interest them, throughout the entire aging process.

Our Purpose: To provide services and opportunities that will enhance the quality of lives of older adults, provide information and resources, provide excellent customer service and instill a sense of dignity and contribution to the communities they live in.

Our purpose is reflected in our Core Values:

~We believe older adults should be treated with respect, dignity, courtesy and compassion.

~We believe older adults should have opportunities to interact and develop healthy relationships with people of all generations.

~We believe older adults have value and should be encouraged to continue to contribute to the world in a meaningful way that enhances their lives, and the lives of others.

~We believe older adults deserve to live a safe, financially comfortable, healthy life with assistance from community resources and social services if needed.

~We honor life.

Our primary target population for the purpose of this Dining Site proposal is Milwaukee County adults 60 and older, with specific concern for those that are impoverished, underserved, isolated, persons of color and those that are frail.

SOA will implement outcome #1 Nutritional Effectiveness. SOA proposes to collect new MCDA diners' registrations starting January 1, 2020 from all diners at all centers. SOA

## 2020 NUTRITION SITE SUPERVISION

will identify a staff member to review all the nutritional risk assessment scores. This staff member will identify diners with a score of 5 or higher on the assessment and create a spreadsheet. SOA will identify which areas of nutritional risk are the highest among the diners, and will identify the appropriate information, and or presentation to present at the dining sites between February 1 and June 1, 2020. SOA will then retest the diners whose scores were 5 or above in the month of June. Before July 31, SOA will submit a report to MCDA that identifies the number of diners at risk in January, what programs or information was presented, and results of the retest. SOA aims to reduce the number of diners who scored a 5 or higher by 25%.

### 2. Service Delivery Plan

- A. Describe how your agency intends to provide the proposed program or service. (See the Program Service Guidelines or Specifications for the program or service that you are applying to provide). Address here any special requirements asked for in the Program Service Guidelines or Specifications that are not asked for in the subsequent sections of the narrative.

SOA proposes to continue operating the five dining sites as one of its primary programs in 2020. SOA intends to operate the dining sites five days a week, fifty-two weeks a year, except for major holidays. In the event of severe weather that requires the dining sites to close, SOA will work with MCDA to ensure that the closings are posted on all major news stations (TMJ 4, WISN 12, CBS 58, and FOX 6), and on the SOA & MCDA Facebook page. Each site will be closed one week a year for cleaning, when the host site is closed, as proposed in the attached closing calendar. SOA will notify MCDA at least two months in advance of any additional planned closings, and as soon as possible when closing due to unexpected circumstances. SOA will notify MCDA of such closings using MCDA's site closing forms. Lunch will be served at 11:30 a.m. daily at each site. SOA will serve one meal a day to seniors who are 60 years of age and older, volunteers and guests.

SOA will maintain MCDA's reservation system of reserving meals only one day in advance, and enforce all guidelines about cancelations, and no shows as stated in the Senior Diners Handbook. All diners will register for and receive a scanner card for the data base Senior Space, that SOA operates. Diners will be responsible for scanning in for a meal each day they are eating. The use of the data base will help eliminate errors in tracking diners.

SOA will continue to work within the guidelines that MCDA provides to offer a choice of diabetic desserts, 1% milk, and chocolate milk. SOA has identified that diners enjoy the opportunity to have an option of hot tea or coco available to them. SOA has budgeted to purchase these items to help augment the dining experience. Additionally, two of the SOA sites will serve as a pilot site for serving an option of salads one day a week. SOA meal sites will order meals only based on the number of reservations made and will take all measures to ensure that the number of meals ordered match the daily reservation sheets, and the activity report sheets that are turned in on a weekly basis. SOA may on

## 2020 NUTRITION SITE SUPERVISION

occasion choose to under-order meals based on actual experience, that includes excessive left-over meals due to a high volume of no shows.

SOA will employ Senior Dining Site Supervisors that are SERV safe and CPR Certified. Site Supervisors are responsible to ensure that all food items received are of good quality, quantity, and are received and held at the proper temperatures per SERV safe Guidelines. Dining Site Supervisors will document the temperatures of all food received daily and log these temperatures on the Weekly Assessment Report. If an issue arises with temperature, quality, quantity, or timing of delivery SOA site supervisors will report the issue to the SOA designated staff member who will solve the issue directly with the cater. SOA will provide the MCDA Senior Dining Director with documentation of any issues with the cater via the Weekly Activity Reports. If an emergency, or unusual circumstance arises SOA Director of Senior Centers will notify MCDA Senior Dining Site Director immediately so that they can assist with resolving the situation. If the caterer fails to deliver meals according to their specification's SOA will work with the caterer to resolve the issue in a timely matter. If this cannot be done, SOA will purchase a comparable meal ensuring that it meets 1/3 of the RDA requirements. The cost of this meal will be charged directly to the caterer, along with any other expenses occurred by SOA. SOA will notify the MCDA Senior Meal Program Director immediately if this occurs.

Site supervisors will ensure that the portions provided meet the requirements set up by the Older Americans Act, and MCDA. SOA Site Supervisors will oversee volunteers that help serve the meals in order to maintain proper portion control and ensure they are providing an aesthetically pleasing plate. Senior Dining Site Supervisors will maintain the facility and all sanitation practices in accordance with the City of Milwaukee Health Department, Municipal Health Department, and the State of Wisconsin Department of Health and Family Services Bureau of Aging.

SOA Director of Senior Centers will oversee this program and will designate appropriate SOA staff members duties related to this program. SOA will maintain records, receipts, and invoices that pertains to food ordering for a minimum of four years. These will be provided to MCDA when needed to support the ordering of meals. SOA's CFO will maintain all banking deposit receipts. SOA will indemnify and hold harmless the County against any loss or damage (including attorney's fees and other costs of litigation) caused by the negligent acts or omission of SOA's agents or employees.

SOA acknowledges the importance of senior dining sites to help offset the effect social Isolation in older adults. Each dining site supervisor will work with their team of volunteers to create a sense of community within the site. SOA staff and volunteers will decorate the dining sites each season, celebrate birthdays, coordinate entertainment, and host special events within the dining sites such as Bring a Friend day and Holiday Celebrations. SOA has budgeted for small items to help enhance the programming opportunities such as table decor, holiday decorations, or other supplies. These events are designed to enhance the dining experience, but not to disrupt the meal service.

Senior Dining Staff will also work in collaboration with Senior Center Staff to promote and offer programming that takes part in the senior center to diners. SOA is committed to offering programming influenced by the eight dimensions of wellness. These programs

## 2020 NUTRITION SITE SUPERVISION

are designed to produce value added experiences that promote increased physical, social, and intellectual stimulus in older adults. Events held at the Senior Centers will include, but not be limited to the following activities:

Library & Technology Access	Health Screenings
Arts & Crafts Classes	Educational Classes
Health Education Speakers	Fitness Opportunities
Bingo, Puzzles & Games	Financial Planning Seminars
Participant Lead Spiritual Studies	Support Groups
Legal Consultations	Senior Benefit Consultations
Day Trips	Vocational Volunteer Opportunities
Gardening Clubs	Dance Groups
Choir & Instrument Lessons	Community Outreach Opportunities

Some of these activities may have a small fee to cover the cost of consumable supplies or instructors. All educational speakers and presenters will be screened to ensure they follow the guidelines set out. No presenter or speaker may collect any contact information or names from people who attend these events. The presenters or speakers will be allowed to display their brochures and business cards for participants to take. SOA is committed to the safety of our participants and will ensure that external vendors will abide by these guidelines. All of these and other recreation and social opportunities will be communicated to diners through announcements made within the dining sites and the Connection, SOA's monthly activity guide. Additionally, Senior Centers hold Advisory Committee meetings on a monthly basis. During these meetings ideas for programming are shared, and new programming initiatives are developed. Diners will be encouraged to attend these to give their feedback on the programs offered, and what they would like to see. SOA dining site supervisors will be encouraged to attend these meetings, so that they can effectively communicate to the diners what opportunities are available.

Evidence based programming is a priority of SOA as a means of effectively directing valuable resources that promote optimal results. SOA will partner with MCDA and other organizations to provide at least two Wisconsin Institute for Healthy Aging (WIHA) training programs per year. These opportunities will be promoted to diners at each site through announcements made and flyers posted.

SOA will conduct a diner survey twice a year in each dining site, in which SOA will strive to have 50% of registered diners complete. This survey will ask the following questions:

- a. Have you made friends because you come to the Dining Site?
- b. On a scale of 1 – 10 how would you rate the customer service of the dining site?
- c. Do you feel the dining site is a warm and welcoming place?
- d. Do you feel safe at the Dining Site?
- e. How can we improve service in the Dining Site?

SOA staff will then evaluate the answers after each survey is completed and will create recommendations on ways to improve the dining experience. After the second survey is completed SOA staff will create an annual report that will be turned in to the MCDA Nutrition Coordinator. This report will evaluate the dining sites, their community

## 2020 NUTRITION SITE SUPERVISION

environment, and give recommendations on how to improve the program for the next year.

SOA will hold biannual elections for Nutrition Council Representatives, and alternatives at each site. SOA will then provide the list of names and address of the representatives from each site to MCDA. SOA site supervisors will help their respective representatives hold quarterly site meetings and take attendance during the meeting. These site meetings will serve an opportunity for diners to express their concerns or accolades about the program. The results of these meetings will be submitted on the written reports for each meal site that is turned in prior to the Quarterly Nutrition Council Meetings. SOA dining site managers, and Nutrition Council Representatives will attend these quarterly meetings. Representatives from SOA's administrative team or a designated staff will attend all Commission on Aging meetings, along with any other committee of the COA when deemed appropriate.

- B. Describe how your agency will maintain records for the proposed program or service, including client files. (Refer to Program Service Guidelines or Specifications for specific record keeping requirements).

SOA will have all eligible diners register as a Milwaukee County Senior Meal Program Diner by filling out the MCDA meal site intake form. This form collects basic address and demographic information, emergency contacts, and conducts a nutritional assessment. After the diners complete the form SOA staff will scan them to the appropriate MCDA staff at the end of each week to allow entry in to SAMS. SOA Director of Senior Centers will assign an SOA staff member to enter individual client service unit data in to the state-wide database SAMS throughout the month.

Internally SOA will track all participant and volunteer data in our agency database Senior Space. SOA staff will utilize the information collected from the MCDA diner form to enter diner's information into this web-based database. After the information is entered the diner will receive a scanner card. SOA will request that all dining site participants utilize the touch screen kiosks to sign in each day they are at the dining site and are having lunch. Kiosks are located at the entrances of Clinton Rose, McGovern Park, and Washington Park Senior Centers. Kelly Senior Center, and Wilson Park Senior Center will have a kiosk installed in the dining site.

SOA will utilize the reservations list printed from SAMS, to track daily meals. These reservation lists will be used to reconcile the number of meals ordered vs the number of meals served. Once reconciled the numbers will be recorded on the MCDA Weekly Activity Record sheets and will be submitted to MCDA on a weekly basis. SOA will retain the above forms for four years and will produce upon request to MCDA staff and/or Milwaukee County auditors.

SOA staff are trained in the knowledge required to properly keep records and to produce reports as required. It is understood that monthly invoices/reports must be submitted by the 5th working day of the following month.

## 2020 NUTRITION SITE SUPERVISION

- C. Describe any special equipment needed for the proposed program or service and how the equipment will be provided.

SOA purchased kiosks for Wilson Park and Kelly Senior Center in the 2019 program year. Other than these kiosks SOA doesn't foresee any special equipment needed to fulfill this program's requirements.

- D. Outline how your agency will offer all clients the opportunity to contribute towards the cost of the proposed program or service. (See the general Contribution Policy within the Program Service Guidelines or Specifications for the specific policy that applies to your proposed program or service). Please include a sample of the letter, sign, or other text that you propose to use to solicit contributions as Appendix 7.

Meal site participants are encouraged to contribute to the best of their ability. Each meal site will have a suggested donation amount posted along with the site's current donation history. Meal site participants will receive information to help them more completely understand the importance of their contribution, which is provided by MCDA at quarterly Nutrition Council Meetings. The Site Supervisor will stress the importance of contributions through regular announcements at each meal site. No older adult will be denied services because his/her inability or unwillingness to pay.

A locked contribution box will be located at the meal site. Contributions will be deposited according to the standards established by MCDA. One duplicate deposit ticket and one deposit receipt will be received by the supervisor; one deposit receipt will be submitted with the Daily Activity Report as required by MCDA and one deposit ticket will be kept by SOA. Prior to being deposited, contributions will be locked in a secured area; safes are provided at the locations where they are needed.

Additionally, meal site participants will be made aware of the SOA Partnership program through information in The Connection, and a posting of information within the site. SOA's Partnership Program allows participants to partner with SOA to help fulfill our vision of a community where every adult 50 and better will be connected to the resources they need, and the opportunities that interest them, throughout the entire aging process. The Partnership Program gives participants the opportunity to place their donation with the center they value, with a center that needs help, or where the need is the greatest. See Appendix 7. Some meal sites may choose to take a part in bake sales or rummage sales. The funds from these sales will be deposited into the SOA bank account, and used to purchase table décor, seasonal decorations, or prizes to use during special events.

Participants will have the opportunity to contribute in kind services to each dining site by volunteering to help. Some of the job's participants can volunteer for include serving, cleaning, taking reservations, and checking in diners. SOA estimates that monthly between the five sites over 600 hours of service goes in to making these sites operate efficiently.

- E. Please describe how your agency will target services to older adults who are low income, frail, or members of a protected class as required by the specific Program Service Guidelines or Specifications.



## 2020 NUTRITION SITE SUPERVISION

SOA has connections and knowledge of countless social service and community agencies. SOA will use those connections to provide reciprocal referral channels that benefit the communities most vulnerable seniors. Furthermore, SOA commits to attend four major outreach events for seniors such as Senior Fest, Senior Day at the Zoo, or Senior Resource Fairs. SOA will use these opportunities to promote all of SOA services including the dining sites. SOA will work to identify the senior apartment complexes, and communities in the neighborhoods around the Senior Centers, and will distribute The Connection to them monthly. SOA will charge the Advisory Committees at each center to help spread the word about the centers and the dining sites by identifying places to drop off outreach information, and connections such as cafes and doctor's offices.

- F. Clearly specify the objectives for the proposed program or service, including the action plans and time frames to implement these objectives. (See Program Service Guidelines or Specifications for additional information).

SOA will strive to have 50% of the participants complete a Participant Survey every 6 months. The first will be completed in March of 2020, and the second will be administered September 2020. SOA's goal is that 85% of those that complete the survey will state "Yes" to the survey questions. That survey will include the following questions:

- a. Have you made friends because you come to the Dining Site?
- b. On a scale of 1 – 10 how would you rate the customer service of the dining site?
- c. Do you feel the dining site is a warm and welcoming place?
- d. Do you feel safe at the Dining Site?
- e. How can we improve service in the Dining Site?

### 3. Staffing Plan

- A. Using Form 3.0 in Exhibit I, describe your agency's staffing plan for the proposed program or service, including the names of the positions and the percentage of time to be devoted to the proposed program or service. Using Form 3.1, report the gender, age, and race/ethnicity of persons to be employed in the program. Using Form 3.2, please describe the compensation and fringe benefits that each person to be employed in the program will receive and provide their county of residence.

See Form 3.0, Form 3.1, Form 3.2.

- B. Attach as Appendix 1 to your application written job descriptions for each position included on Form 3.0 and attach as Appendix 2 an Organization Chart for the entire proposed program or service, which clearly identifies the staff providing this service and how they relate to the rest of your agency, including lines of authority and responsibility.

See Appendix 1 and Appendix 2.

- C. Describe any special staff qualifications that you require or that your staff may possess. Outline your agency's methods for orienting new staff, providing on-going staff training,

## 2020 NUTRITION SITE SUPERVISION

and communicating with staff, such as staff meetings. (Refer to the Program Service Guidelines/Specifications for specific staff qualifications and training requirements for the proposed program or service).

SOA's President and SOA's CFO will be authorized to sign for agency and the program. SOA's CFO is authorized to receive checks, is responsible for all fiscal and budgetary matters, and for data reporting of the program.

SOA dining site program will be over seen by the Director of Senior Centers. This position is responsible for handling consumer and client complaints. This individual has worked within the Senior Center program for eight years. She has spent five years as a Program Coordinator at both Clinton Rose and Wilson Park Senior Centers, before being promoted to Program Support Manager. As a Program Coordinator she was the editor of The Connection, the monthly activity guide. She is computer proficient in all programs, data bases, lay out and publishing programs, and social media. As her role as Program Support Manager she ensured all reporting was done on time and accurately. She has twelve years of experience programming for older adults, collaborating with community organizations and managing volunteers. She has been SERVE safe and CPR certified.

Site supervisors will be employed to work from 9am to 1pm at Wilson Park, Washington Park, Clinton Rose, and Kelly Senior Centers. McGovern Park Senior Center Manager will oversee the dining site, which will be staffed by volunteers and a Title V intern if applicable. Dining Site Supervisors will directly report to the senior center managers on site. Dining Site Supervisors will supervise volunteers within the dining site. One dining site supervisor will be identified to enter SOA's meals in to SAMS database on a monthly basis. Dining Site Supervisors will be responsible for collection, tabulation, recording and depositing of all client contributions per MCDA guidelines.

SOA will require that all staff hired to work in the dining sites, senior center program coordinators, and managers become SERV safe certified within 60 days of employment. SOA will require that all staff are CPR certified. Prior to employment with SOA, candidates will undergo a background check. Once employed with SOA, employees will meet with HR coordinator to review personnel polices (see appendix 10) and fill out any necessary paperwork. After HR orientation the Senior Center Manager or designated staff will orient the staff to the building to ensure they know emergency procedures, and where the emergency exits are located. On a quarterly basis SOA will hold an all staff meeting which will be communicated via company email. During these all staff meetings, SOA administration will go over company policies, procedures, and review any necessary information with staff. Additionally, SOA will hold at least two Site Supervisor Meetings a year where all the site supervisors will come together with the Director of the Senior Center Program and discuss any issues, or concerns that are happening within the dining sites.

D. Describe how and explain who supervises your agency's direct service staff.

Dining Site Supervisors are overseen by the Senior Center Managers. Dining site supervisors oversee volunteers and Title V interns who work with in the dining sites. Senior Center Managers are supervised by the Director of Senior Centers.

## 2020 NUTRITION SITE SUPERVISION

- E. Describe your agency's efforts and ability to employ persons aged 45 or older.

When positions become available, SOA will initiate recruitment activities that include traditional practices of older adults. We post all open positions on common job posting websites, such as Indeed, Jobsthathehelp.com, and Milwaukee Jobs.com

- F. Describe your agency's efforts to provide opportunities for older adults to volunteer in your programs, including the proposed program or service.

SOA values volunteers and prides itself in providing opportunities for older adults to share their gifts and give back to their communities. SOA will utilize volunteers within the dining site program to assist with taking reservations, serving meals, checking in diners, and cleaning up tables. SOA estimates that over 600 hours of volunteer time is spent each month in the dining sites ensuring that all operations run smoothly. SOA will continue to utilize these volunteers and actively recruit new volunteers to run the dining sites.

- G. Describe your agency's willingness to provide hourly staff employed in the proposed program or service with a "living wage" of \$9.69 per hour consistent with County Board Resolution File No. 01-386.

All positions at SOA are paid at least the living wage identified by the State of Wisconsin. No position at SOA is paid less than \$10.50/hour.

- H. Describe your agency's willingness to provide all full-time employees employed in proposed program or service with family supporting benefits similar to those provided to full-time managerial, professional, and administrative personnel, including comparable health insurance coverage and pension plans. Please make clear whether all full-time employees in the proposed program or service will receive comparable health insurance and pension benefit coverage.

All employees of Serving Older Adults who work at least 30 hours/week receive family supporting benefits, regardless of their position at the company. Those in program and service positions receive the same benefits as those in managerial, professional or administrative positions. These benefits include medical insurance, dental insurance, vision insurance, short-term disability insurance, long-term disability insurance and life insurance. All employees of SOA may contribute to the organization's 401k retirement plan.

#### 4. Accessibility

- A. As appropriate, describe the facility or facilities that will be used to provide the proposed program or service. Include reference to the physical accessibility of the site(s) to people with disabilities, such as ramps, doorways, elevators, toilet facilities, etc.

## 2020 NUTRITION SITE SUPERVISION

All five of the current Senior Centers run through the Milwaukee County grant have entrances that are ramped for easy access with automated door entrances. Each Center has handicap accessible restrooms. There is currently one senior center where the dining site is on the lower level of the building. This site has an elevator, and if a problem arise SOA staff work to resolve the issue or provide services on the entry level floor.

- B. Outline any geographic limitations your agency may have for the proposed program or service.

SOA Senior Meal Program will service any older adult from Milwaukee County who is 60 years or older. Older Adults from outer counties will be asked to register as a guest, and pay \$8, but will be served

- C. Outline any limitations on the types of clients your agency will serve under the proposed program or service.

SOA Senior Meal Program will service any older adult from Milwaukee County who is 60 years or older. Older Adults from outer counties will be asked to register as a guest, and pay \$8, but will be served. SOA will abide by rules and regulations set forth by MCDA, and the Federal or State Governments on the service guidelines for the Senior Meal Program

- D. Outline the days and hours the proposed program or service will be available. Describe how your agency will inform clients with of the availability of services during weather related emergencies.

SOA proposes to continue operating the five dining sites five days a week, fifty-two weeks a year, except for major holidays. Meals will be served at 11:30 am daily. In the event of severe weather that requires the dining sites to close, SOA will post the closings on all major new stations (TMJ 4, WISN 12, CBS 58, and FOX 6), and on the SOA Facebook page. See Appendix 10

- E. Describe how your agency will serve limited English proficient clients. Specifically, describe the number of bilingual staff you employ in the program and your efforts to hire staff whose language abilities will make your program more accessible to Milwaukee County's underserved cultural and ethnic groups.

SOA recognizes the need to serve clients whose primary language is not English. SOA will strive to employ at least one staff member who is bilingual. In addition, SOA staff will be shown how to use technology such as google translate and other free sites to reach older adults who are socially isolated.

- F. Describe your agency's efforts to make your program or service accessible to elderly persons who are socially isolated as a result of cultural or linguistic factors.

SOA will make every effort to ensure the program is accessible to older adults who may be socially isolated as a result of cultural or linguistic factors. This will be accomplished by collaborating and interacting with other older adult service providers in the

## 2020 NUTRITION SITE SUPERVISION

community. Examples of community organizations SOA plans to collaborate with include but are not limited to Milwaukee County Department on Aging, Hear Wisconsin, Vision Forward, and Milwaukee Christian Center. All SOA staff will be shown how to utilize technology such as google translate and other free sites to reach older adults who may be socially isolated.

### 5. Experience

- A. Describe your past experience in providing the proposed program or service, including the number of years it has provided this program or service in Milwaukee County. Include information on the number and percentages of older adults, low income, and minority clients served by your agency.

SOA has been providing Senior Meal Program services since January of 2019. As of August 31, 2019, SOA has served 35,842 meals.

- B. Provide information on your agency's prior government contracts or service provision. Include the name of the agencies and the contact person(s) who would know the most about your experience in providing the proposed program or service.

SOA has administered site supervision at Milwaukee County Dining Sites with in the five senior centers since January 2019. Our primary contacts from MCDA have been Jon Janowski, and Beth Monrial Zatarski. Additionally, SOA has administered management of the five Milwaukee County Owned Senior Centers since January 2019, with our contacts being Jon Janowski, and Jill Knight.

- C. Describe the extent to which your agency's board of directors or owners reflect the targeted populations to be served under the Older Americans Act, which are "older persons having the greatest economic and/or social need". Describe the frequency of your board's meetings and their oversight process for services. Attach as Appendix 3 information on the name, address, position, and years of service of each board member. Additionally, attach as Appendix 4 the form entitled "7.0 Demographic Summary of Board of Directors/Agency Owners."

*\*Under the Older Americans Act, the term "greatest economic need" refers to needs that result from an income at or below the federal poverty levels established by the Office of Management and Budget. The term "greatest social need" refers to a need that is caused by non-economic factors which include physical and mental disabilities, language barriers and cultural, social, or geographic isolation, including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks which threaten such individual's capacity to live independently.*

Seven out of ten of the SOA's Board members are over the age of 55, and two of those are over age 75. SOA's Board of Directors meets monthly. Each meeting begins with a reading of SOA's mission and vision statement. The Board receives updates on past events

## 2020 NUTRITION SITE SUPERVISION

and is involved on strategic planning of future events. SOA's Board also reviews the financials on a monthly basis.

### 6. Administrative Ability

- A. Describe the special certifications or licenses that your agency currently possesses or plans to obtain to provide the proposed program or service. Refer to the Program Service Guidelines Specifications for the specific requirements for your proposed program or service.

SOA staff will be SERV Safe Certified within 60 days of employment. SOA has obtained from the city of Cudahy the food service license.

- B. Outline your agency's existing or proposed 2020 insurance and bonding coverage.

SOA will provide all required insurance and bonding coverage at or above the required levels of the contract. SOA also carries workers compensation coverage for all staff. Attached is our current Certificate of Insurance that covers MCDA.

- C. Describe your agency's experience in meeting federal, state, and county administrative requirements. Provide any additional information about contact persons from any governmental agencies who may be able to address your agency's experience.

SOA has completed all county administrative requirements for program administration for the 2019 grants awarded from the county. Also, the CFO of SOA has 12 years of experience in auditing nonprofits to make sure that they are in compliance with all federal, state, and county requirements, and an additional 5 plus years of CFO/Controller experience in meeting many federal, state and county requirements.

Our current contract monitors that can speak to our administrative abilities include the following:

- Milwaukee County Department on Aging
  - Jill Knight- Senior Center Contracts
  - Beth Zatarski (retired) – Dining Contract in Senior Centers
  - Gaylyn Reske -- Dining Contract in Senior Centers
  - Nasrin Wertz – Senior Center and Dining Contracts
  - Jon Janowski - Senior Center and Dining Contracts
  - Samta Bhatnagar – Senior Center and Dining Contracts

- D. Describe your progress in resolving any problem areas identified in your most recent independent financial audit or Department on Aging program assessment.

SOA is currently in its first year of operations. We are in the process of selecting an audit firm to allow for the audit to be completed by the end of March 2020.

- E. Attach a copy of your agency-wide budget as Appendix 5.

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See Appendix 5.

- F. Attach a copy of your most recent independent financial audit report or financial statement as Appendix 6. If your agency has already submitted a copy of your most recent financial audit to the Department on Aging, please indicate that in this section and do not include an additional copy of the audit report.

SOA is currently in its first year of operations. We are in the process of selecting an audit firm to allow for the audit to be completed by the end of March 2020.

- G. Attach signed copies of Section 5.0, Terms, Conditions and Assurances, and Section 6.0 Equal Employment Opportunities for Milwaukee County Contracts. Attach copy of 7.0 Board of Directors/Agency Owners.

Copies attached.

### 7. Program Outcomes and Quality Assurance

- A. Describe the methods your agency will use to measure program outcomes as identified in Program Service Guidelines or Specifications.

SOA will implement outcome #1 Nutritional Effectiveness. SOA proposes to collect new MCDA diners' registrations starting January 1, 2020 from all diners at all centers. SOA will identify a staff member to review all the nutritional risk assessment scores. This staff member will identify diners with a score of 5 or higher on the assessment and create a spreadsheet. SOA will identify which areas of nutritional risk are the highest among the diners, and will identify the appropriate information, and or presentation to present at the dining sites between February 1 and June 1, 2020. SOA will then retest the diners whose scores were 5 or above in the month of June. Before July 31, SOA will submit a report to MCDA that identifies the number of diners at risk in January, what programs or information was presented, and results of the retest. SOA aims to reduce the number of diners who scored a 5 or higher by 25%.

*to reduce the # of 5's was assessed and nutrition risk by 25% by June 1, 2020.*

- B. Describe how your agency conducts quality assurance, including your internal methods of measuring service quality and determining ways to improve service.

As an organization Serving Older Adults aims to develop quality programs with the direct needs and interests of older adults in mind. SOA assures quality of services through the following measures:

- Yearly participant surveys
- Monthly Board of Directors Meetings
- Administrative Team Meetings
- Advisory Committee Meetings
- Nutrition Council Meetings

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- C. Describe the methods your agency uses to obtain consumer input or feedback, such as client satisfaction surveys, client advisory committees, or other program evaluation activities.

Consumer input and feedback is vital to SOA in evaluating program outcomes as well as identifying community gaps in service. Data is gathered within the program through surveys. Daily client feedback will be collected and noted on the Weekly Activity Reports, which are submitted to MCDA weekly. Comment sheets will be made available to diners and will be regularly collected to learn participant concerns and suggestions about menus and meals. Participants who cannot or are reluctant to complete the comment sheets will be approached privately by the Site Supervisor to solicit their input to ensure that their voices are heard.

SOA Senior Dining will hold biennial elections for Nutrition Council Representatives and Alternates as outlined in the MCDA Nutrition Council By-Laws. These elected Representatives and their Alternates will be required to attend the scheduled quarterly MCDA Nutrition Council Meetings, along with site supervisors.

- D. Describe and include a copy of your agency's client grievance procedure.

SOA's formal grievance procedure begins at the individual program level. All formal grievances will be requested in writing. The procedural chain is as follows:

- Dining Site Supervisor
- Senior Center Manager.
- Director of Senior Centers
- President and CEO.
- Any grievance not resolved at that level will be submitted to the SOA Board of Directors. The Board will then review the concern and respond in writing.

As the grievance advances among the chain of command, each link is required to submit their response in writing along with the original grievance to the next appropriate person.

- E. Describe how your agency involves or will involve consumers of your services, especially low income and minority persons, in policy decisions regarding the services your agency provides to older adults.

As an organization Serving Older Adults aims to structure our programs with the direct needs of older adults in mind. The SOA managed senior centers all have an advisory committee in which all participants are invited to join and give feedback. Diners will be made aware of these meetings and will be encouraged to attend to give their feedback. SOA also solicits input through yearly surveys, and daily conversations with participants.

### 8. Coordination Activities



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- A. Describe your agency's current or proposed linkages with major social service providers and volunteer organizations that serve older people.

Serving Older Adults has spent this first-year re-establishing relationships that the prior service provider had established along with forging new relationships. Senior Centers have worked to establish a relationship with Accession Health care to provide health related lectures at all centers. All centers have established a relationship with Hunger Task Force to provide stock boxes, fresh produce, and tariff food drops. Some additional collaborations include but are not limited to: Hyatt Pharmacy, Vesta Senior Network, Humana, Autumn Leaf, Community Libraries, Alpha Care, Caring with Honor, Williams Town Bay, Cream City Review, Franciscan Villa, Synergy, Columbia St. Mary's Milwaukee Waterworks, Milwaukee County Transit System, Walgreens, and Helen Bader Philanthropies. These collaborations serve both the senior center participants, and the senior diners by providing important information or sponsoring events that benefit older adults.

- B. Describe how your agency will assist participants of the proposed program or service to take advantage of benefits under other programs.

SOA is committed to the nutritional effectiveness and socialization benefits of the Senior Dining program. Services provided will include providing access to information about Senior Center activities, trips, speakers, promote special luncheons, hold nutritional education speakers, and holiday celebrations. All diners will have access to the fitness center at all five sites. Senior center program coordinators will work with dining site supervisors to provide access to MCDA social workers and other speakers when scheduled at the senior center.

- C. Not in Forms

- D. Outline your agency's procedures for notifying appropriate officials about any conditions or circumstances that place an older person in immediate danger.

All SOA staff are trained to identify potential dangers to older adults. If an older adult needs immediate medical care, the staff will be instructed to contact 911, and fill out incident report forms. If the danger is not imminent, the staff will work with the older adult and their family when appropriate, to find the best resource to assist them. Staff will help identify agencies to refer the older adult to and will help make calls to the appropriate agencies. Some of the resources that SOA staff have made referrals to include MCDA Aging and Disability Resource Center, 211, local homeless shelters, Salvation Army, Hunger Task Force, ERAS, and local food banks.

- E. Describe your agency's efforts to assist clients who are not United States Citizens to obtain citizenship, including your efforts to work with agencies that assist persons in obtaining citizenship.

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Serving Older Adult staff will work with any participant in our programs who is not an American Citizen if they request help in obtaining citizenship. Serving Older Adults would provide assistance through referrals to appropriate community agencies or organizations, such as Senior Law.

### F. Emergency Preparedness Requirement

Under a plan adopted by the Milwaukee County Commission on Aging, the Department on Aging is responsible for coordinating emergency services to frail, at risk elders served through the Department's contracted services. Service providers must participate in the development and implementation of the coordinated emergency preparedness plan.

Under a plan adopted by the Milwaukee County Commission on Aging, the Department on Aging is responsible for coordinating emergency services to frail, at risk elders served through the Department's contracted services. Serving Older Adults will participate in the development and implementation of the coordinated emergency preparedness plan. The Emergency Preparation plan is as follows:

- All Senior Centers will host programs for older adults related to safety and emergency preparation.
- Flyers related to possible weather-related dangers (heat/cold, fire, tornado, flooding) will be posted at the centers.
- Senior Centers will be listed as a cooling site during hours of operation and may be used as an afterhours cooling site as directed by MCDA.
- Senior Center staff will speak with frail elders who attend activities about weather preparation.
- All SOA Staff will be familiar with the expectations related to emergency planning and implementation.

## 9. Budget Justification

- A. See 4.0 Budget Summary and 4.0 Budget Summary Instructions on page 9 of this document for details.

See 4.0 Budget Summary.

- B. There must be a 4.0 Budget Summary **for each funding source** that funds your grant. For example, if you receive III-B and III-C1 monies, you should have a 4.0 form for each.

See 4.0 Budget Summary.

**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+
President, CEO	2.00%	2,056.70	193.74	2,250.44	X				X		
CFO	2.00%	1,485.57	141.75	1,627.32	X						
Director of Senior Centers	5.00%	2,932.50	280.16	3,212.66	X						
McGovern Center Manager	12.50%	5,464.38	530.00	5,994.38							
McGovern Custodian	6.25%	1,841.13	189.70	2,030.83		X		X			
Kelly Dining Site Supervisor	50.00%	12,220.00	1,259.08	13,479.08	X					X	
Kelly Custodian	25.00%	6,177.60	636.50	6,814.10	X						
Clinton Dining Site Supervisor	50.00%	12,220.00	1,259.07	13,479.07	X	X				X	
Clinton Custodian	12.50%	3,682.25	367.76	4,050.01		X		X			
Wash. Dining Site Supervisor	50.00%	12,220.00	1,259.07	13,479.07	X	X				X	
Washington Custodian	12.50%	3,120.00	321.47	3,441.47						X	
Wilson Dining Site Supervisor and SAMS Entry	55.00%	11,891.00	1,243.62	13,134.62	X						
Wilson Custodian	12.50%	3,682.25	367.76	4,050.01					X		
Volunteers		50,750.00		50,750.00							
<b>Total: (Each Category)</b>		<b>\$ 129,743.38</b>	<b>\$ 8,049.66</b>	<b>\$ 137,793.04</b>							

**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	7.65%
Pension	_____
Workers comp	% of salaries
Unemployment comp	1.2% up to 21,700 in salary
Disability insurance	_____
Health insurance	_____
Life insurance	_____
Other (specified)	_____

Please list each individual separately, using as many copies of this form as needed

**3.1 Program Staffing Information: Wages and Benefits**

Position Title	Hours Per Week	Annual Salary	Hourly Wage Rate	Fringe Benefit Category	Check if Employer Pays Fringe Benefit	County of Residence
President, CEO	32	\$82,268	\$49.43	Health Insurance Dental Insurance Life Insurance	X	Milwaukee
CFO	32	\$59,423	\$35.71	Health Insurance Dental Insurance Life Insurance	X X X	Milwaukee
Director of Senior Centers	40	\$58,650	\$28.20	Health Insurance Dental Insurance Life Insurance	X X X	Waukesha
McGovern Manager	40	\$43,715	\$21.02	Health Insurance Dental Insurance Life Insurance	X X X	Milwaukee
Clinton Dining Site Supervisor	20	\$12,220	\$11.75	Health Insurance Dental Insurance Life Insurance		Milwaukee
Wilson Dining Site Supervisor & SAMS Entry	20	\$12,220	\$11.75	Health Insurance Dental Insurance Life Insurance		Milwaukee
Washington Park Dining Site Supervisor	20	\$12,220	\$11.75	Health Insurance Dental Insurance Life Insurance		Milwaukee
Kelly Dining Site Supervisor	20	\$12,220	\$11.75	Health Insurance Dental Insurance Life Insurance		Milwaukee
Kelly Custodian	30	\$18,720	\$12.00	Health Insurance Dental Insurance Life Insurance	X	Milwaukee

\*Note: Benefits are offered to all employees who work 30 hours or more a week but varies depending on each employee preference. SOA pays 65% of health and dental and provides all employees over 30 hours \$25,000 of Life Insurance

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

Position Title	Hours Per Week	Annual Salary	Hourly Wage Rate	Fringe Benefit Category	Check if Employer Pays Fringe Benefit	County of Residence
McGovern Custodian and Light Maintenance	10	\$7,365	\$14.16	Health Insurance		Milwaukee
				Dental Insurance		
				Life Insurance		
Clinton Custodian and Light Maintenance	40	\$29,458	\$14.16	Health Insurance		Milwaukee
				Dental Insurance		
				Life Insurance	X	
Washington Park Custodian	40	\$12,480	\$12.00	Health Insurance		Milwaukee
				Dental Insurance		
				Life Insurance		
Wilson Custodian and Light Maintenance	40	\$29,458	\$14.16	Health Insurance	X	Milwaukee
				Dental Insurance	X	
				Life Insurance	X	
				Health Insurance		
				Dental Insurance		
				Life Insurance		
				Health Insurance		
				Dental Insurance		
				Life Insurance		
				Health Insurance		
				Dental Insurance		
				Life Insurance		
				Health Insurance		
				Dental Insurance		
				Life Insurance		
				Health Insurance		
				Dental Insurance		
				Life Insurance		

\*Note: Benefits are offered to all employees who work 30 hours or more a week but varies depending on each employee preference. SOA pays 65% of health and dental and provides all employees over 30 hours \$25,000 of Life Insurance

3.2 Direct Service Staff Turnover and Vacancy

2019 Service Provider:  
Serving Older Adults of Southeast WI

	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)	5	5	0	0%	0	0%
Dining						

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 Serving Older Adults of Southeast WI

Contract Period 1/1/2020-12/31/2020

Program/Service Nutrition Site Supervision Services

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
<b>1. PERSONNEL</b>						
A. Wages & Salaries	78,993.38					78,993.38
B. Fringe (____ %)	8,049.66					8,049.66
C. Other: Volunteer Hours			50,750.00			50,750.00
<b>SUBTOTAL</b>	<b>87,043.04</b>	<b>-</b>	<b>50,750.00</b>			<b>137,793.04</b>
<b>2. TRAVEL EXPENSES</b>						
A. Local	125.00					125.00
B. Out of Town						-
<b>SUBTOTAL</b>	<b>125.00</b>	<b>-</b>	<b>-</b>			<b>125.00</b>
<b>3. FACILITIES EXPENSE</b>						
A. Rent						-
B. Utilities						-
C. Other (Describe)						-
<b>SUBTOTAL</b>	<b>-</b>	<b>-</b>	<b>-</b>			<b>-</b>
<b>4. OPERATING EXPENSES</b>						
A. Office Supplies	80.00					80.00
B. Consumable Supplies	481.00					481.00
C. Telephone						-
D. Postage						-
E. Equipment	960.00					960.00
F. Other : Insurance	770.26					770.26
F. Other : Training	125.00					125.00
<b>SUBTOTAL</b>	<b>2,416.26</b>	<b>-</b>	<b>-</b>			<b>2,416.26</b>
<b>5. MISCELLANEOUS</b>						
A. Office Supplies						-
B. Consultant Fees	280.00					280.00
C. Audit	500.00					500.00
D. Other: Payroll Fees	219.76	877.16				1,096.92
D. Other: Licenses	38.00					38.00
<b>SUBTOTAL</b>	<b>1,037.76</b>	<b>877.16</b>	<b>-</b>			<b>1,914.92</b>
<b>6. INDIRECT COSTS</b>						
A. Indirect Costs (Form 4.1)	9,377.94					9,377.94
B. Other (Describe)						-
<b>SUBTOTAL</b>	<b>9,377.94</b>	<b>-</b>	<b>-</b>			<b>9,377.94</b>
<b>7. COLUMN TOTAL FOR ALL COSTS</b>						
	100,000.00	877.16	50,750.00			151,627.16
<b>8. TOTAL NON-FEDERAL</b>						
		877.16	50,750.00			51,627.16
<b>9. PROFIT FACTOR</b>						

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

Non Federal Cash Match will be covered with donations and In-Kind Match is made up of Volunteer Hours

\*\* 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.

#### 4.1 Indirect Cost Allocation Plan

Name of Agency Serving Older Adults of Southeast WI

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%)
<b>1. General Administration</b>			
A. Salaries of Executive Officers	20,254.00	1,602.21	
B. Expenses of Executive Officers			
C. Personnel Administration	23,926.79	1,892.76	
D. Accounting	58,642.78	4,639.00	
E. Other: IT Services	835.82	66.12	
F. Other: Payroll Services	509.40	40.30	
G. Other: General Office Costs	1,180.00	93.35	
<b>2. Buildings and Equipments</b>			
A. Depreciation			
B. Use			
C. Operation			
D. Maintaining Facilities			
E. Other (Describe) _____			
F. Other (Describe) _____			
<b>3. Communication Costs</b>			
A. Advertising Costs	10,000.00	791.06	
B. General Communication Costs (Telephone, postage, etc.)	695.00	54.98	
C. Other (Describe) _____			
D. Other (Describe) _____			
E. Other (Describe) _____			
<b>4. Other Indirect Costs</b>			
A. Other (Describe) <u>Insurance</u>	997.97	78.95	
B. Other (Describe) <u>Meeting Expenses</u>	975.00	77.13	
C. Other (Describe) <u>Travel</u>	345.00	27.29	
D. Other (Describe) <u>Licenses &amp; Fees</u>	187.00	14.79	
<b>TOTAL ALL INDIRECT COSTS</b>	<b>118,548.76</b>	<b>9,377.94</b>	
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





Demographic Summary of Board of Directors/Agency Owners

Board Member Name	Gender		Age				Ethnicity						
	Female	Male	45 - 54	55 - 64	65 - 74	75+	American Indian Alaska Native	Asian	Black	Latinx	Native Hawaiian Other Pacific Islander	White	Multi-ethnic
	Mindy Anderson	X		X									X
Marvin Pratt		X				X			X				
Sharon Stone	X			X								X	
Laura Parsons	X			X								X	
Bridgette Frommell	X											X	
Vi Hawkins	X					X			X				
Amy Jaskolski	X		X									X	
Susan Larkin	X				X							X	
Jim Sheridan		X			X							X	
Jordan Luhr		X		X								X	