

EXHIBIT I

**Milwaukee County Department on Aging
Descriptions of Proposed Programs and Services
Funding Period 1/1/17 to 12/31/17**

1.0 General Program Information

1.01 Program Title or Type of Service to be provided: Nutrition Site Supervision Services

1.02 Agency Name: SET Ministry, Inc

1.03 Address of Primary Office: 2977 N 50th St
Milwaukee, WI 53210

1.04 Phone Number 414/449-2680 FAX# 414/442-1770

1.05 Office Hours 8 am - 5 pm E-mail llaehn@setinc.org

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

Name, Title	<u>Laurene Gramling Lambach, President and CEO</u>	Signature	<u><i>Laurene M Lambach</i> 09/10/16</u>
Name, Title	<u>Robert De Vita, Board Chair</u>	Signature	<u><i>Robert De Vita</i> 9/2/16</u>

1.07 Staff Contact for the Program:

Name, Title Sandy Smith-Dill, Associate Director of Adult Services

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

Public Non-profit Proprietary

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

1.09 Federal ID No. 39-1618277 State Tax Exempt No. ES32380

1.10 Type of Request: New Continuation

1.11 Amount of Department on Aging Request: \$ 180,000

1.12 Total Agency Budget: \$ 4,073,965

1.13 Proposed Cost Per Unit of Service: \$ N/A.

1.14 Proposed Units to be provided: N/A



COMMUNITY BUSINESS DEVELOPMENT PARTNERS

MILWAUKEE COUNTY

DBE Participation Recommendation/Wavier Request

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

CBDP@milwaukeeCountyWi.gov

FUNDING SOURCE

___ Local ___ State X Federal ___ Grant If Federally Funded, what percentage? 100% %
 Federal Source of Funds: ___ FAA ___ FTA ___ DOT (includes WisDOT) ___ Other: DHHS (includes Wisc. DHS)

CONTACT INFORMATION

Contract Administrator: Gary W. Portenier Phone: (414) 289-6547 Date: November 17, 2016
 Email Address gary.portenier@milwaukeeCountywi.gov Fund: OAA Agency: Dept. on Aging Org No. 7900

PROJECT INFORMATION

Project Name: Nutrition Site Supervision Services (Multiple Sites) Project No.: 417-45

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

The program provides a gathering place to decrease isolation, enhance social contacts, provide educational and cultural programming, offer hot, nutritious mid-day meals, foster connection between seniors and the community at-large, and provide linkages to community resources. Program/service guidelines are attached. The contract award recommendation is from the Milwaukee County Commission on Aging.

Contracting Opportunities (List NAICS codes): None

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

RFP/BID will be used (Yes/No) Yes Advertising Date: August 8, 2016 Bid/Proposal Due Date: September 2, 2016

TYPE OF PROJECT

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

APPROVALS

Is county board approval required? No No Resolution #: NA (**attach resolution**)

WAIVER REQUEST

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

Explanation: The county will contract with nonprofit SET Ministry, Inc. to provide nutrition site supervision services at nine meal sites.

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

Department on Aging Holly Davis Holly Davis 11/18/2016
 Department/Division Administrator Name Signature Date

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____ %

This contract is exempt from the DBE goal: ___ Yes ___ No

Approved: _____ Date: _____

**Section VI
2017 MCDA
PROGRAM SPECIFICATIONS/GUIDELINES
NUTRITION SITE SUPERVISION SERVICES**

Service Delivery Guidelines

Applicants for Milwaukee County Department on Aging (MCDA) funding to provide **Programs and Nutrition Site Supervision Services for the Milwaukee County's Senior Meal Program's sites** must comply with and incorporate within program operations the following service specifications and guidelines. Applicants must include a description along with measurable objectives and outcomes of how they will meet specific guidelines, program activities, and provider responsibilities in the indicated section(s) of **Exhibit I, Description of Proposed Programs and Services**.

Program Description

The Senior Meal Program provides hot nutritious meals to groups of eligible older adults in community settings throughout Milwaukee County. The intended purpose of the program is to improve participants' lives by providing healthy meals, and by providing opportunities for social, educational and recreational activities. These community settings are generally within senior centers, elderly housing complexes and churches. These facilities act as hosts for the program through established memorandums of agreement with MCDA. The contracted service provider must act as a liaison between the management of these facilities and the MCDA, but is not responsible for the associated operational costs of these host facilities. For the meals, caterers provide food and supplies to the dining locations through established contracts with MCDA. The contracted service provider must act as a liaison between MCDA and the caterers, but are not responsible for the costs of the food and supplies for the meal service.

The MCDA is seeking proposals from Service Provider Agencies that will function under the authority of MCDA's overall policy decisions, and that will meet or exceed the required services for the participants in the meal program as outlined within these Program Specifications/Guidelines for Nutrition Site Supervision Services.

Site allocations are solely at the discretion of MCDA, and it is the intent of MCDA to contract with one agency for site supervision services at the following selected site(s).

One agency will be selected to manage nine (9) sites—

**Arlington Court
Franklin City Hall Community Center
Beulah Brinton
College Court
Lois and Tom Dolan Community Center
Lapham Park
Elks Lodge # 46
Convent Hill
St. Aloysius**

Program activities which the applicants must provide include, but are not limited to site management, food service, social service activities, special events, record keeping and program data information collection and compilation, advocacy, and site monitoring.

1. Program Activities

A. Food Service General

Nutrition sites must be open for meal service five (5) days per week, fifty-two weeks per year, except for on major Holidays. Occasionally, individual sites may close if a conflict arises with the facility that hosts the site. The goal for all sites is to average 50 diners per day. MCDA is willing to negotiate new days of operation for sites that may be struggling to get participants on given days providing food is still made available to these participants in other ways; bag lunches, frozen meals, etc. Notification to MCDA and the caterer is required using the forms provided by MCDA. All sites are to serve lunch at 11:30 a.m. on a normal basis.

1. Food for all meal sites shall be “bid” according to the policies and procedures of the Procurement Division of the Milwaukee County Department of Administration. Awards will be made to those food caterers who meet the standards and specifications according to Milwaukee County procedures and policies. Meals shall adhere to the specifications developed by Milwaukee County. All meals served must provide a minimum of one-third of the recommended daily allowance for adults. All meals must be prepared in accordance with the menus developed by the Milwaukee County Senior Meal Program Director.

B. Food Service Responsibilities of Provider(s)

1. Maintain the Senior Meal Program’s standard reservation system.
2. Follow the Policy and Procedure manual provided by MCDA.
3. Maintain choice of menus, milk, and diabetic dessert options at all nutrition sites.
4. Order meals to ensure that there will be no over-ordering of meals, and ensure that meals ordered from the caterer match the reservation sheet counts.
5. Meals may be under-ordered based upon actual experience that includes excessive leftover meals due to high no-shows.
6. Ensure that meals ordered reconcile with the daily reservation sheets.

7. Ensure that each site's daily reservation sheets are reconciled with that site's Daily Activity Report and the meals-ordered records.
8. On a daily basis, monitor quality, quantities, temperatures and timing of meals provided by caterers to ensure adherence to Milwaukee County standards and specifications with the caterer.
9. On a daily basis, monitor portion control to ensure that requirements of the Older American's Act and MCDA are met.
10. On a daily basis, monitor sites for adherence to and maintenance of all health policies and sanitation practices as specified by City of Milwaukee Health Department and/or Municipal Health Departments, and State of Wisconsin Dept. of Health and Family Services, Bureau of Aging.
11. On a daily basis, monitor serving of meals to ensure portion control and sanitary and aesthetically pleasing service.
12. Resolve directly with the caterer any daily catering problems as they occur, such as shortages, food and supply problems, insufficient temperatures, inadequate portions, late delivery of meals, improper delivery of meals, poor quality of meals, etc.
13. All meals that are delivered by MCDA designated caterers to the Provider's sites shall be billed directly by the caterers to the MCDA, Senior Meal Program, at the approved bid price for each payable meal. (Providing that the number of meals served does not exceed the money allocated for meals in the federal grant and budget.) The cost of meals under this agreement shall not exceed the actual price of meals as determined by bid. Providers are required to report the totals for meals served as well as amounts ordered, received and payable when completing the Weekly Activity Reports. MCDA reviews these reports to reconcile the numbers on the invoice received from the caterer(s).
14. Providers shall advise the MCDA Senior Meal Program Director of daily problems as they occur through documentation on the Weekly Activity Reports; emergency or unusual situations require immediate notification to the MCDA to assist in resolutions.
15. Under this agreement, providers shall serve one meal a day per person at the community sites.
16. All receipts, records and invoices for food ordered by the Providers shall be made available upon request for review and verification of authenticity by the Milwaukee County auditor and/or MCDA staff.
17. Providers and their employees shall comply with all federal, state and local laws and regulations governing licensing as required by law; and shall post such licenses, permits and cards in a prominent

place within the meal service areas, as required.

18. In the event that the caterer(s) fail to deliver according to their specifications any meal or meals or other food, as agreed upon, Providers shall have the authority on their own and with their own monies, to procure comparable meals or foods elsewhere (that meet 1/3 of the RDA), and directly charge to their caterers the cost of such replacement meal or meals or other food, plus any expenses incurred by the Providers in procuring such replacement meal or meals or other food. The MCDA Senior Meal Program Director is to be made aware of this type of incident through immediate notification.
19. Providers shall maintain such records, supported by invoices, reservation sheets, daily activity reports, catering receipts, etc. as the County will need to meet its responsibilities under the Commodity Agreement and Federal and State reporting requirements.
20. The books and records of the Providers shall be maintained for a period of four (4) years. Nutrition program records and reports shall be made available for audit, assessment, or inspection by authorized representatives of the AAA or Wis. Bureau of Aging and Disability Resources, the USDA and the General Accounting Office at any reasonable time and place.
21. Providers shall advise the MCDA Senior Meal Program Director, and their caterers at least two weeks in advance, of any site closings or changes in normal site procedures or operations. MCDA's Site Closing Forms must be completed.
22. Providers shall indemnify and hold harmless the County against any loss or damage (including attorney's fees and other cost of litigation) caused by the negligent acts or omissions of the Providers agents or employees.

C. Service and Program Activity Responsibilities of Provider

1. The following programming ideas are strongly recommended to be provided at nutrition sites. If the Senior Meal Program is located within a facility or Senior Center that is already conducting presentations, classes and activities, the Service Provider should actively coordinate with the Center's Activity Director to invite diners to participate in the scheduled programs. Activities promoted to diners should most often be those that are free of any charges and would not interrupt diners while they are actually eating their lunches. Activities that require collections of small fees for supplies etc., could be advertised or implemented with diners, as long as none are pressured to participate, or otherwise, often left out of activities because of the lack of ability to pay. Occasional fund raising events like craft sales may take place if the diners wish to initiate these events to create funding for special parties, decorations or events. Service Provider's would be responsible for

collecting, securing, documenting and banking all funds within their own accounting systems and bank and then report total funds collected on the monthly expenditure report to MCDA. Social activities need to be of interest to the participants and enhance meal site participation. Consideration should be made based on the needs of the participants at each particular site.

MCDA is strongly committed to the nutritional effectiveness and social benefits of the program. Services provided should include but are not be limited to:

- (a) Recreational and social activities
- (b) Educational programming (health and well-being, educational presentations, etc.)
- (c) Health screenings; exercise and weight-training programs
- (d) Benefit specialists assistance and legal counseling
- (e) Arranging bus trips/outings/picnics/special events/dances
- (f) Nutrition education is mandatory quarterly at each meal site.
- (g) Nutrition counseling
- (h) Information and referral
- (i) Advocacy for Seniors
- (j) Marketing/Outreach Activities to increase participation
- (k) Innovative Programs to attract new participants
- (l) Other services to enhance the nutrition, health and well-being and lives of the older adult participants served in the program and reduce their isolation.

2. In addition to programming as specified in item #1 above, the provider should conduct annual assessments of their individual meal site(s), which should include: evaluating the community environment and meal site program areas requiring improvement; developing/continuing short and long term plans to enhance meal site participation; and assessing the long term viability of the meal site. **Specific recommendations and achievements should be submitted to the MCDA Nutrition Coordinator in an end of the year annual report format.**

3. For-profit agencies, organizations, groups, and sales personnel should not usually be used for programming. For example, nutrition program participants cannot be charged a fee to attend any activities or programs. Products or services cannot be sold to diners during the operational hours of the program. Programs need to be educational in nature, and only business cards/flyers can be provided to participants, afterwards. Presentations need to be carefully scrutinized to ensure the safety and security of the participants. Outside organizations that provide speakers or activities at the sites should be sought out, and should generally be those types of organizations that are not- for profit, providing free information to older adults as a part of their mission.

4. A reasonable number of program related items such as small pieces of equipment, materials, decorations, plastic tablecloths, books, games, brochures etc., may be budgeted per site with contract funds within reasonable limits and the funds available. These would be allowable as site programming and activity enhancements to attract diners to the sites and aid in promoting education or

socialization. **(Include descriptions in Section 2.0 of Exhibit 1 and 4.0 Budget Summary)**

5. From the recommended list of services, a through l, Service Providers must design and implement a sufficient number of programs and activities that will address the nutrition, health, social needs, and well being of the older adult participants. Participants should play an active role in suggesting topics and times desired. The provider should collaborate with other nutrition site providers and encourage collaboration amongst sites they oversee, in order to share ideas, speakers and schedules. For example, a joint picnic, involving 2 or more sites may be feasible. Programs should encourage participants' independence, health and well being by giving them the information needed by older adults. **Provide within this proposal, at minimum, a list of six (6) service areas and descriptions of topic ideas for each area and a tentative schedule for implementation. For meal sites that are within facilities that already have many activities planned, please indicate how diners will be actively invited to participate.** Emphasis should be placed on those service areas that promote socialization, increase nutrition education, and increase participation. Responses to **Program Goals and Objectives** (to be included in Section 2.0 of Exhibit 1) will be examined for specific objectives and outcomes that promote and address these areas. Service Providers will be required to submit a monthly report (forms are provided by MCDA) and need to document daily activities on the Daily Activity Report.

6. Plan and coordinate all programming at sites including the scheduling of speakers, room arrangements, etc.

7. Coordinate these activities, when appropriate, with Senior Center personnel.

8. Monitor and track services and activities for reporting purposes.

9. Refer to the Nutrition Council By-Laws (provided by MCDA) and hold bi-annual elections for Nutrition Council representatives and alternates at each site. Provide a written list with names, addresses and phone numbers of representatives for each site to the MCDA. Service Provider and elected representatives should regularly attend quarterly Nutrition Council meetings as implemented by MCDA. **Service Provider is to implement quarterly Site Council meetings at each individual site by assisting site representatives in planning and scheduling such meetings. Each quarter, a written report for each meal site should be submitted to MCDA in advance of the Nutrition Council Meeting on the required form. Attendance logs should be maintained by the Service Provider, but minutes are not required.**

10. Be actively involved in the activities and advocacy efforts of the Milwaukee County Commission on Aging.

D. Special Events

In addition to having on-going social services (detailed in C above) as part of a broad spectrum of services provided for the older adult participants in the Senior Meal Program Community Sites, there may be special events initiated by the

Milwaukee County MCDA that may include:

- (1) Special Holiday Dinners
- (2) Box Lunches for Special events
- (3) Ethnic Fests
- (4) Volunteer Recognition Diner
- (5) Talent Scouts for Golden Idol Competition
- (6) Nutrition Programs provided by UW Extension
- (7) Assistance in Community Supplemental Food Program, Stock Food Boxes or Senior Farmers Market Vouchers.

Providers shall provide supervision services as needed for all appropriate events. Providers and MCDA shall work together to develop a plan that will best meet the conditions of each event to ensure that the older adult participants receive the best possible service. In addition, MCDA will assist in any special event endeavor where appropriate.

E. Site Management

1. Service Providers must manage their sites to ensure that there is on-site supervision at their specified nutrition site(s) during the hours of operation. Currently, the memorandum of agreements with host facilities allows a 4 hour time span for operations of the Senior Meal Program within their buildings. Depending on the delivery time from the caterer, and meal site size, some sites operate from 9:00 a.m. to 1:00 p.m., others 9:30 a.m. to 1:30 p.m. and small sites for three hours usually between 9:30 a.m.-12:30 p.m. Service Providers must clearly state within their proposals their intentions for hours of operation. The Service Providers management must also conduct training, monitoring, evaluation, banking, and record keeping for each site that would require time outside of the normal hours of operation.

2. Service Providers management are responsible for depositing contributions in a MCDA designated bank account. Sites are to take a deposit to the bank minimally once a week. Agencies with multiple sites must put in place a system where cash boxes are collected on the same day that a site visit by the Service Providers management is scheduled. Sites should have extra/back up cash boxes (provided by the MCDA) to use until the next time when the Agency's manager returns for the next deposit. When a cash box is not being picked up for a deposit at the bank, agencies are responsible to ensure that the locked cash boxes will be secured overnight in a safe kept in a locked closet, office or storage room at the site. Safes are to be purchased by the Service Provider. Locked cabinets on the host facility premises and belonging to the host facility also may be used if the Service Providers staff are the only ones with access to such a cabinet. Otherwise, locked cabinets may be purchased by the Service Provider to be used for their own purposes at the facility.

When going to the bank, the teller will open the cash box with a key kept at the bank. The checks and monies should be counted by the bank employee and viewed and verified by the Service Provider. The deposit slip should be completed by the bank employee and then validated to indicate the deposit

amount. After the deposit, the teller is to lock the cash box and then give it to the Service Provider along with two (2) duplicate copies of the deposit slip and one (1) deposit receipt. The Service Provider is responsible to check that the validated deposit amount matches the written recorded deposit amount before leaving the bank. The Service Provider is to record the deposit amount on the Weekly Activity Report on the Same Date that the deposit slip was validated. A copy of the deposit slip and receipt are to be provided with the Weekly Activity Report submitted to MCDA every Monday. The Service Provider is to keep the other duplicate deposit slip with their copy of the Weekly Activity Report. MCDA will provide letters and cash box keys for Service Providers to take to various bank branches when starting at new bank branches or changing boxes from one bank branch to another.

3. Act as a liaison between the hosting facilities, caterers, the nutrition sites and the Commission on Aging/MCDA.

4. To be responsible for regular care and cleaning of all equipment, ovens, counters, storage and serving areas; clearing of tables; and the cleaning of tables, chairs and benches. Foodservice equipment is provided by MCDA, such as carts, scales, thermometers, cash boxes, heating units or stoves, and hot and cold holding equipment as needed. MCDA will also pay for these replacements and/or repairs if needed. Tables, chairs, coat racks, desks and other such room items are provided by the host facilities.

5. To provide accurate weekly, monthly, quarterly and other reports which detail program activity and monthly individual meal counts to fulfill the requirements of the National Aging Program Information System (NAPIS), all of which are needed to fulfill federal, state and local reporting requirements.

6. To meet with the Senior Meal Program Director when scheduled to plan and review program activities. These activities would include but not be limited to:

- (a) Problem identification and resolution
- (b) Review of options, outreach and marketing
- (c) Administrative policy review and updates
- (d) Possible planning of programs and special activities
- (e) Menu Planning
- (f) Meeting with other Service Providers/Caterers
- (g) Attending Nutrition Council meetings

2. Unacceptable Program Activities

Unacceptable program activities include providing services that do not meet all specifications detailed within the Site Supervision Program Specifications/Guidelines.

3. Program Goals and Objectives

Applicants must specify **measurable program objectives** and the **methods** and **time frame** to achieve objectives. They must relate to the proposed program and

services. The methods must specify the operational or quantitative steps to accomplish the objectives and measure them. The time frame should indicate when the objectives would be completed. Program objectives should be related to the service areas previously listed. **(Include in Section 2.0 of Exhibit 1)**

4. Program Outcomes

MCDA is strongly committed to administering a Senior Meal Program that is nutritionally effective, attracts increased participation and provides optimal social and educational opportunities for older adults. **Measurable Outcome studies for each nutrition site must be conducted to show that the Service Provider is working towards this goal. At least one item (#1, #2, #3 or #4) must be selected to be implemented. (Include in Section 2.0 of Exhibit 1)**

1. **Nutrition Effectiveness:** The nutritional effectiveness of the congregate nutrition program can be measured by evaluating the nutrition surveys completed at registration. Anyone with a score from 5-9 is considered to be “at risk” nutritionally; and those with scores of 10 or higher are considered to be “at high risk” nutritionally. Participants with scores of 5 or higher can be tracked and then asked to take the same survey after participating on the program for at least 3 to 4 months. When a participant first signs up, nutrition education materials related to the questions that “earned points” should be provided. Participants’ “before and after” scores can be compared and a report should be written to evaluate if the nutrition program may have had some positive effect on lowering any nutrition scores.
2. **Nutrition Education:** The nutritional effectiveness of the program could be measured by evaluating nutritional knowledge and attitudes before and after a presentation on a basic nutrition education topic. Professional staff of the Service Provider or a Nutrition Educator from an outside agency could conduct the presentations. The Service Provider should develop a simple 3 to 4 question quiz to be given to participants before and then after the presentation. After each site has had the presentations, the “before and after” quizzes should be compared by site. Nutrition resources and educational materials should be approved and/or obtained by the MCDA SMP Director when the Service Provider plans to offer these classes. These classes need to be held quarterly at each meal site. The date, number of attendees, and subject matter must be reported to MCDA along with unit of services entered into SAMS quarterly.
3. **Consumer Relations & Client Satisfaction Survey:** An increase in participation and socialization at the nutrition sites could be measured by establishing a group of volunteers at each nutrition site to form a welcoming committee. Members of the committee could create a schedule to pair up any new participants and orientate them to the site and introduce them to others. Some type of invitation, welcoming letter or “gift” could be extended to the new diner encouraging them to come back. Those diners that return to eat “regularly” at the site over the following 3-4 months should be tracked and counted. They should also be surveyed as to why they returned and asked what activities they participate in or friends they have made because of the

program, etc. Also, Service Providers may develop a similar-type of outcome project on their own after obtaining approval from the SMP Director.

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

Outcome Reports:

Using the format provided by MCDA, a report on the completion of the outcomes (or progress being made) must be submitted to MCDA by July 1st of the contract year, if the Service Provider is due for an assessment by MCDA. If not, the Service Provider must turn in the final outcome report by the end of the contract year.

4. Personnel

A. General

1. MCDA expects that the Service Provider will submit a **staffing plan** in a **detailed narrative format** that will provide for management, on-site supervision and volunteers utilizing persons trained in food service and aging issues. Persons working in the Senior Meal Program should have experience working with and providing activities for older adults. Applicants must submit a staffing plan, **(Include on Form 3.0 and Form 3.1 in Exhibit 1)** including the job descriptions **(Include in Appendix 1 of Exhibit 1)** for each position involved in the Senior Meal Program receiving full or partial MCDA funds. Applicants must also submit copies of their most recent Personnel Policy Manuals. **(Include as an Appendix of Exhibit 1)**. An organization chart for the program staff and how the staff also relates to the rest of the agency must be submitted. **(Include in Appendix of Exhibit 1)**. As the nutrition sites will only operate from 3 to 4 hours a day, a creative staffing plan that includes use of Senior Center staff, volunteers, on-site supervision staff, part-time professionals and/or part-time office staff could be planned. All job roles must be clearly defined and time requirements must be explained in detail within the narrative of the proposal as well as listed on forms 3.0 and 3.1. Full-time management positions can be planned in, but only for those contracts with multiple sites.
2. Recognition will be given to those programs which will employ older adults age 45 or over in the provision of services.
3. Personnel funded wholly or in part by the MCDA must spend a percentage of their time on contract related activities equal to the percentage of their compensation paid with MCDA funds.
4. Supervision of Site Supervision professional, clerical and supervisory

staff must be provided within the structure of the agency. **(Applicants must detail this structure).**

5. Providers shall advise the MCDA Senior Meal Program Director of all personnel changes as they occur.
6. In the event there is a change and/or a transition of providers, every effort should be made to retain current employees. Include within this proposal any plans for implementing this suggestion if applicable.
7. Volunteers are a vital part of the success of this program. Recognition will be given to those programs that have the ability to successfully recruit volunteers to assist the site supervisor at each site. A list of reliable Volunteers should also be recruited as site-substitutes that could be paid when called. Recruitment of Senior Aides paid through the Title V should also be considered as a valuable resource to tap for assistance at the sites. Include within the proposal any plans regarding implementation of this suggestion. Volunteers must receive documented on the job training prior to being assigned to the staffing schedule.
8. MCDA grant funds used to pay for any number of employee benefits and salary levels that will fit within the annual funding available. Service Provider's can present within their proposal their own levels of pay and benefit packages for full and part-time employees as their own Agency policies dictate.
9. Before hire or at least after training and probationary periods, personnel providing supervision at nutrition sites must have Restaurant Managers Certification granted through the State of WI or equivalent training as may be offered through the State of WI Senior Meal program office. These classes and fees may be paid out of MCDA grant funds for training purposes. Staff time while attending course may also be paid out of MCDA grant funds.
10. Mileage may be paid out of MCDA grant funds when supervision staff are required to attend agency sponsored trainings or the annual nutrition site supervisors training.

B. Professional Personnel

1. The Program Manager of a site supervision contract should have a college degree and experience working with older adults or experience working in health and human services. A combination of other education and experience may be substituted. Registered Dietitians with management and community programming experience would also have the ability to manage the programmatic and nutritional aspects of the Senior Meal Program.
2. Must possess a valid Wisconsin driver's license, must be insured, and must be willing to use own car. Mileage may be paid out of MCDA

grant funds only when management is performing official duties related to the Senior Meal Program.

3. Before hire or at least after training and probationary periods, personnel providing management for the Service Provider and oversight of the meal sites must have Restaurant Managers Certification granted through the State of WI with fees paid for out of the MCDA grant for training and conference purposes. An alternative training for food safety and sanitation and testing may also be offered through materials from the State of WI Senior Meal Program and may be received through contacting MCDA.

C. Site Supervisors

On-Site Supervisors must be directly supervised by provider's management staff along with being certified / re-certified in safe food handling and sanitation training.

1. Site Supervisor personnel should have previous food service experience; be knowledgeable in safe and sanitary food techniques and food handling; must be able to maintain records and reports; must be able to work cooperatively, effectively and courteously with older adults, the general public, elected officials and other site visitors.

2. All Site Supervisors that have been hired and have completed their probationary period are also required to complete the certification course/test for food safety and sanitation, or an equivalent as offered by the State of WI Senior Meal Program.

3. Sites may have occasional substitutes that cover shifts at the meal site. These may be Senior Center staff, volunteers, senior aides or paid "volunteers". These substitutes must have appropriate training and oversight from management of the Service Provider in order to complete their shifts as assigned.

Training

A. All direct program personnel must attend a minimum of six (6) to eight (8) hours per year of formalized in-service training programs that will be mandated by the MCDA. Attendance is mandatory and personnel must be paid for that time, along with mileage as appropriate. Training is held in the fall every year.

B. Provider may schedule other appropriate formalized training for direct program personnel. Such training is to be of specific content and meet specific objectives that pertain to the Senior Meal Program. The SMP Director must be consulted prior to training opportunities, if the Service Provider is not certain that the training pertains to the objectives of the SMP. Ongoing training is to include food safety, sanitation and basic nutrition fundamentals as well as health and related topics on aging.

C. A training log must be kept of in-service training. The log must contain the topics of the training sessions, the date, the name and qualifications of

the trainer, the names of the persons attending the training, and the duration of the training.

6. Travel

Any approved travel under this contract shall be at tourist, coach fares, or less than first class unless itinerary or non-availability dictates otherwise. Expenses charged for travel shall not exceed those that have been planned in the budget.

7. Program Organization

1. **In Appendix of Exhibit 1**, applicants must clearly show the lines of responsibility within the proposed program and the relationship of the program to its parent agency. Applicants must submit an organization chart that delineates those lines of responsibility.
2. Applicants must clearly identify the individual within the program and/or agency who will be:
 - (a) Solely responsible for overall administration of the program;
 - (b) Authorized to sign for the agency and the program;
 - (c) Authorized to receive checks for the program;
 - (d) Responsible for fiscal and budgetary matters;
 - (e) Responsible for data reporting and monthly reporting forms;
 - (f) Responsible for internal monitoring of the program;
 - (g) Responsible for handling consumer and client complaints with respect to program activities;
 - (h) Responsible for the collection, tabulation, recording and depositing of client contributions.

8. Other Program Requirements

Applicants must clearly describe their emergency plan for maintaining the provision of services to older adults through this program in the event of emergency. **(Include in Appendix in Exhibit 1)**

9. Contributions (Include in Section 2.0 in Exhibit 1)

1. Providers agree to provide program users receiving services under this agreement the opportunity to contribute to all or part of the costs of the services provided, on a daily, weekly or monthly basis, in accordance with prevailing MCDA policy. Contributions must be collected in locked cash boxes that will be provided by the MCDA. The collection of the contributions will be done in such fashion as to protect the confidentiality of the contributor(s), as much as possible, and protect the security of the moneys collected. Checks can be made out to the Milw. Co. Senior Meal Program.
2. It is the responsibility of the provider's employee (the site supervisor) to bank the collected contributions at a prearranged banking facility according to the policy approved by MCDA.

3. It is the responsibility of the Service Provider management to properly encourage and solicit donations according to MCDA policies through campaigns, posters, brochures and verbal reminders.

10. Applicant Requirements

All applicants must have as a minimum, the capabilities listed herein, and the proposal submitted must reflect in detail the inclusion of these services as well as the degree of expertise in utilizing these capabilities.

- A. The successful applicants must operate out of his/her facilities located within the geographical boundary of Milwaukee County with offices situated in a location readily accessible.
- B. The successful applicants shall be equipped with all necessary furnishings, office equipment, supplies, and related items necessary to conduct operations to fulfill the contract requirements.
- C. The successful applicants must have trained personnel to perform the requirements of this proposal.
- D. The successful applicants must have written personnel policies, which conform to local, state, federal, and other prevailing legislation regarding employment in publicly funded programs.
- E. The successful applicants must have written fiscal policies that conform to local, state, federal and other prevailing legislation and requirements.
- F. The successful applicants must have the ability to maintain all participant and program records. Applicants must submit monthly reports to the MCDA by the fifth working day of the following month.

11. Billings and Reporting

This program will be funded as a Grant Contract where the provider is only reimbursed for the actual expenses incurred in operating the program and providing the service for which the contract has been awarded.

- A. Providers must submit to the MCDA a monthly invoice for services provided along with the Service Report by the fifth working day of the following month. The monthly invoice for services needs to have original documentation for all reported expenses to be kept on file with the agency. This includes but is not limited to payroll records detailing hours worked during the month, the rate of compensation, fringe benefits, etc., along with detail of any and all “indirect” or “administrative” costs. The MCDA Nutrition Coordinator will have a right to inspect

these documents at any reasonable time.

- B. Providers must ensure that Weekly Activity Reports from the previous week are submitted to MCDA the following Monday in order that MCDA can verify the catering bill(s) received. If the month ends mid week, the Weekly Activity Report for the end of the month should be sent to MCDA as soon as the month ends, not the following Monday.
- C. Providers are required to implement the National Aging Program Information System (NAPIS) to fulfill state and federal reporting requirements. This would include providing monthly individual meal counts for SAMS.
- D. Providers are required to provide monthly documentation on program activities as directed by MCDA.
- E. Providers are required to use the forms and/or format as directed or provided by the MCDA for the weekly, quarterly, monthly, and yearly reports required. The reports required will be determined by the MCDA and include reports such as monthly volunteers and service hours, on site inspection reports, registration and annual re registration forms, menus one month prior to implementation, site closing reports, etc.

12. Criteria for Selection of Agencies

Agencies wishing to be considered as applicants for MCDA funding to provide Site Supervision Services to Milwaukee County Nutrition sites must meet the following criteria:

- A. To be eligible to provide services under this program, applicants must be legally incorporated under the laws of the State of Wisconsin and have as its primary purpose or business, the provision of services to older persons.
- B. Applicant agencies should have an established track record of providing quality services to Milwaukee County residents. Preference will be given to applicants with an established track record of providing Site Supervision services to older adults.
- C. Applicants must have the capacity to directly provide for the program activities included in the Site Supervision Program/Specification Guidelines. Applicants who intend to subcontract for any of the listed program activities must declare their intent to do so in their application and must receive express approval from the MCDA before entering into contractual agreements for such purposes.
- D. Preference will be given to those applicants that are deemed as

having the appropriate administrative abilities to manage the corresponding number of nutrition sites as applied for.

- E. During the term of this contract, site supervision agencies and their staff shall not be meal providers or employed as catering staff, if the caterer is on site. Site supervision agencies and their staff must act as separate monitors of the caterer for the Senior Meal Program to insure that quality is not compromised; and that reports are accurate as to the number of the meals ordered and served; and that the total number of meals billed to the MCDA is correct.
- F. Program Managers of applicants **must** have access to a fax machine, computer hardware, printers and software programs such as Microsoft Excel and Word; and **must** have the capability to receive and submit communications and reports via e-Mail with the MCDA. **Include within the proposal a list of the above mentioned items.**

13. Response Preparation and Submission

- A. Failure by an applicant to respond to a specific requirement will be the basis for elimination for consideration during the County's comparative evaluation. Milwaukee County reserves the right to accept or reject any (or all) proposals.
- B. Applicants may be required to make an oral presentation and answer questions to clarify his/her proposal. In addition, an on-site inspection of applicant(s) facilities may be made prior to award in order for the County to determine if the contractor is fully capable of providing the services described herein.
- C. If, during the evaluation process, the County is unable to assure itself of an applicant's ability to perform under the contract if awarded, the County has the option of requesting from the applicant any information, which the County deems necessary to determine the applicant capabilities. If such information is required, the applicant will be so notified and will be permitted five working days to submit the information required.
- D. If the information submitted by an applicant, or available from other sources, is insufficient to satisfy the County as to the applicant's ability, the County may ask for additional information or reject the proposal and select another proposal from the responsible applicants. The County's determination of an applicant's abilities, for the purposes of this request shall be final.

14. References

Each applicant must include in his or her proposal, a list of three (3) references that will substantiate their ability to provide the administrative and service needs

detailed herein.

15. Provider Information

Applicants are to provide such information and detail about their agency as to provide Milwaukee County with the broadest perspective. This information is to include but not be limited to such factors as length of time in operation, professional qualifications, professional memberships, etc.

16. Termination of Purchased Services

- A. The provider may discontinue providing purchased services during the course of this agreement for any reasons, provided thirty (30) days' advance written notice is furnished to the Department.
- B. With thirty (30) days notice, the Department may discontinue purchasing services from the provider during the course of this agreement when for good and sufficient reason, the Department determines that the provider is not providing the type and quality of purchased service specified within this agreement. Written notice by certified mail to the provider is required by the Department prior to a discontinuance of purchased services.
- C. It is expressly understood and agreed that the parties' rights and obligations hereunder are conditional upon securing the approval and funding of the necessary local, state, and federal authorities for the purchase by the Department of the purchased services herein above specified. It is further understood and agreed that in the event that funding or reimbursement to the Department from local, state and federal sources is not obtained and continued at an aggregate level sufficient to allow for the purchase by the Department of the indicated quantity of purchased services, the obligations of each party hereunder shall be terminated forthwith upon written notice to the provider by the Department, provided that any termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

17. Reduction of Purchase Services

In the event it becomes necessary to reduce the days of operation of the congregate sites because of budgetary restraints, corresponding reductions may be made in personnel services for both site supervision staff, as well as administrative staff of the contract agency.

18. Contract

The contract for this service will consist of the Purchase Agreement, (the standard MCDA Purchase Agreement Contract), along with any attachments deemed necessary for implementation of the site supervision services.

19. Contract Extensions

A contract in the Site Supervision Services Program will be awarded for the period of January 1, 2017 to December 31, 2017. At the option of the Department of Aging, and with the agreement of the Provider, this contract may be extended for the following year without Request for Proposal. This extension will be contingent upon the satisfactory performance by the provider, sufficient funding, and approval by the Milwaukee County Board of Supervisors

20. Insurance

Applicants must maintain minimum insurance coverage determined by the Milwaukee County Risk Manager in the following areas:

1. General liability
2. Automobile liability
3. Worker's compensation, including a waiver of subrogation
4. Employee dishonesty
5. Milwaukee County listed as an additional insured

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

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

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

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
94393		XXXXX		403-417-46

NAME OF VENDOR	ADDRESS
SET Ministry	2977 Norht 50th street Milwaukee , WI 53210

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/17 12/31/17	12		\$ 180,000.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01	0001	790	7932	A5SM		8123				\$180,000.00

PURPOSE OF CONTRACT

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

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

XXXXX If YES, give County Board File No. 16-697 Date Approved Pending

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

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

Is Vendor a certified professional service DBE? YES NO

Nasrin Wertz Prepared By	<input style="width:100%;" type="text" value="11/11/16"/> Date	Accountant Title
Signature of County Administrator	<input style="width:100%;" type="text" value="11/17/16"/> Date	Interim Director Title

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

Contract Number 403-417-46
Service Nutrition Site Supervision Services (Multiple Sites)

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

1. Dates of Performance

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

2. Scope of Service

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

3. Staffing and Delivery of Programs/Services

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

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

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

4. Equipment

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

5. Fiscal Administration

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

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

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

6. Compensation

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

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

7. Billing and Reporting

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

8. Record Keeping and Access to Records

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

9. Inspection of Premises

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

10. Audit Requirements

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

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

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

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

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

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

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

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

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

(1) Financial Statements for the Entire Organization:

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

(2) Auditor's Reports:

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

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

(3) General

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

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

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

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

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

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

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

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

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

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

11. Non-Discrimination and Equal Employment Opportunity

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

12. Indemnity

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

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

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

13. Insurance

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

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

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

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

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

14. Bonding Requirement

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

15. Withholding of Payments

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

16. Contract Termination

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

17. Advertising

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

18. Coordination of Services

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

19. Client Contributions

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

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

20. Modifications

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

21. Contract Renegotiation or Revision

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

22. Independent Contractor

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

23. Subcontracts

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

24. Assignment Limitation

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

25. Resolution of Disputes

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

26. Prohibited Practices

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

27. Certification Regarding Contractor Debarment or Suspension

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

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

Date: _____

28. Certification Regarding Lobbying

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

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

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

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

Date: _____

For: _____
 (Name of Grantee)

 (Title of Grant Program)

29. Political Activity of Employees

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

30. Notices

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

31. Health Insurance Portability and Accountability Act of 1996

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

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

32. Contract Content

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

33. Approval

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

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

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

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

By: _____ Date: _____

Title: _____

Reviewed by Risk Management:

By: _____ Date: _____

Title: _____

Approved as to Execution:

By: _____ Date: _____

Title: _____

Contractor Representative:

By: _____ Date: _____

Title: _____

Milwaukee County Department on Aging:

By: _____ Date: _____

Title: _____

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

By: _____ Date: _____

Title: _____

Milwaukee County Executive:

By: _____ Date: _____

Chris Abele

Approved as to Wis. Stats. §59.42

By: _____ Date: _____

Title: _____

Contract No. 403-417-46

Certificate Of Completion

Envelope Id: 1C2F1DE70B904D3C81D9382EB398B819	Status: Sent
Subject: Please DocuSign: Nutrtion Site Supervision Services (Other Sites)	
Source Envelope:	
Document Pages: 39	Signatures: 1
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Gary Portenier
Time Zone: (UTC-06:00) Central Time (US & Canada)	633 W. Wisconsin Ave.
	Suite 901
	Milwaukee, WI 53203
	gary.portenier@milwaukeecountywi.gov
	IP Address: 204.194.251.5

Record Tracking

Status: Original	Holder: Gary Portenier	Location: DocuSign
11/18/2016 1:38:33 PM	gary.portenier@milwaukeecountywi.gov	

Signer Events

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

Signature

DocuSigned by:

 ED77D76FE5D7434...
 Using IP Address: 204.194.251.5

Timestamp

Sent: 11/18/2016 2:08:13 PM
 Viewed: 11/18/2016 3:24:57 PM
 Signed: 11/18/2016 3:28:16 PM

Electronic Record and Signature Disclosure:
 Accepted: 11/18/2016 3:24:57 PM
 ID: 3636416d-a937-41ac-9434-3752f0fa8bb7

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

Sent: 11/18/2016 3:28:18 PM

Amy Pechacek
 amy.pechacek@milwaukeecountywi.gov
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 2/25/2014 12:36:39 PM
 ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

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

Laurene Laehn
 llaehn@setinc.org
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Accepted: 12/17/2015 10:30:30 PM
 ID: ec4ff8a4-009a-4a7b-8624-7b9d3f14a074

Signer Events	Signature	Timestamp
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Holly Davis
holly.davis@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 11/18/2016 3:24:57 PM
ID: 3636416d-a937-41ac-9434-3752f0fa8bb7

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

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

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

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

Carbon Copy Events	Status	Timestamp
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Notary Events		Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	11/18/2016 3:28:19 PM
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

1.1 settings via proxy connection

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

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.