

EXHIBIT 1

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

1.0 General Program Information

1.01 Program Title or Type of Service Provided: **Coordination of Neighborhood Services**


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

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

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

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

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

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

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

1.07 Staff Contact for the Programs

Name, Title: **Mardi Charnitz, Director** Fax# **(414) 291-7510**

Phone Number: **(414)-220-8645** E-mail: **mcharnitz@interfaithmilw.org**

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

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

1.10 Type of Request:  **Continuation**

1.11 Amount of Department on Aging Request **\$271,232**

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

1.13 Proposed Cost Per Unit **NA**

1.14 Proposed Units Provided **NA**



## COMMUNITY BUSINESS DEVELOPMENT PARTNERS

## MILWAUKEE COUNTY

## DBE Participation Recommendation/Wavier Request

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

CDBP@milwaukeeCountyWi.gov

## FUNDING SOURCE

Local     State     Federal     Grant    If Federally Funded, what percentage? 44.8% %  
 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: Multiple    Agency: Dept. on Aging    Org No. 7900

## PROJECT INFORMATION

Project Name: Coordination of Neighborhood Services    Project No.: 417-35

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

The Neighborhood Outreach Program (NOP) involves 12 locations throughout Milwaukee County. NOP provides in-home assessment, advocacy, I&A, and case management/direct services to seniors 60 or older. Volunteers play a key role in service delivery. The program enables seniors to remain independent in the community. Program/service guidelines are attached. The contract award recommendation is from the Milwaukee County Commission on Aging.

Contracting Opportunities (List NAICS codes): None

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

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

## TYPE OF PROJECT

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

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

## APPROVALS

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

## WAIVER REQUEST

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

**Explanation:** The county will contract with nonprofit Interfaith Older Adult Program to provide a broad range of aging services at the neighborhood level.

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  
 Department/Division    Administrator Name

Holly Davis  
 Digitally signed by

ED77D76FE5D7434...

Signature

11/18/2016

Date

## CDBP 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 Department on Aging**  
**Program Service Guidelines/Specifications**

**Service Delivery Guidelines**

Applicants for Department on Aging funding to provide **Coordination of Neighborhood Services** must comply with and incorporate the following guidelines in their proposed program.

Where indicated in **bold type**, applicants must include a description of how they will meet specific guidelines in the appropriate section(s) of Exhibit I, Description of Proposed Programs and Services.

Should an applicant be chosen to provide Coordination of Neighborhood Services, these Guidelines will be incorporated by reference in any contract between the applicant and Milwaukee County and shall serve as requirements for the provision of services under such contract.

1. **Program Activities County Wide**

- a.) Applicants must describe how they intend to plan, coordinate and enhance the voluntary outreach and supportive services provided to older adults by neighborhood and community organization, including religious congregations. Applicants must describe how they will move toward creating neighborhoods of connection as demonstrated through *Connecting Caring Communities*. Such services are to include: identification of homebound, vulnerable older adults in need of supportive services; determination of specific services needed; provision of needed services or referral to appropriate agencies to provide these; and follow-up to see if needed services have been provided. **(Section II, Part 2 and 8 of Exhibit I)**
- b.) Applicants must describe how they intend to increase the ability of neighborhood and community groups, including religious congregations and volunteer organizations, to utilize private resources, (foundation, businesses, etc.) to provide needed supportive services to older adults. **(Section II, Part 2 of Exhibit I)**
- c.) Applicant must clearly describe how they intend to develop the role and the ability of Milwaukee County's religious congregations to improve the quality of life for older adults. **(Section II, Part 2 of Exhibit I)**
- d.) Applicants must describe a process which will identify, in order of the need, those programs and services that may best be implemented through neighborhood and volunteer community resources, and what steps the applicant will take to encourage the provision of these services and coordinate neighborhood connections. **(Section II, Part 2 of Exhibit I)**

e.) Applicants must describe the extent and nature of the outreach and direct supportive services that will be provided to older adults as a result of the applicant's activities under this program. The description must include activities that will be performed by the applicant and how such services will be provided. **(Section II, Part 2 of Exhibit I)**

f.) Applicants must clearly describe how they will facilitate and promote outreach activities and direct supportive services to isolated older adults who have the greatest economic and social need as defined by the Older Americans Act of 1965. The Act defines these terms as follows:

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

“The term ‘greatest social need’ means the need caused by non-economic factors which include physical and mental disabilities, language barriers, and cultural, social, or geographical isolation, including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks which threatens such individual's capacity to live independently.” **(Section II, Part 2 of Exhibit I)**

g.) The applicant agency shall describe how, with the consent of the older adult or his/her representative, conditions, which place the older adult in danger, will be brought to the attention of appropriate officials. **(Section II, Part 8 of Exhibit I)**

The applicant agency must clearly describe their emergency plan for maintaining the provision of services to older adults through the program in the event of emergency.

2. **Program Outcomes:**

The 2017 outcome for this applicant agency is that older adults have an increased opportunity for services that allow them to remain independent within the community and increased social inclusion. The outcome will be measured with annual client satisfaction surveys. The agency will be responsible to distribute these surveys as well as have the responsibility to collect the data. MCDA contract staff will provide technical assistance and calls as needed. At the conclusion of the survey and data tabulation the results will be reported directly to MCDA contract staff.

3. **Unacceptable Program Activities**

- a.) Activities, which violate any provisions of a Department on Aging contract or these Program/Service Guidelines.
- b.) Activities unrelated to serving older adults.

4. **Initiation and Termination of Services**

- a. A potential or currently eligible client will initiate services or request for service or an agency by initiating a referral.
- b. Services will be terminated when the initial request for service has been satisfactorily met, when agency staff determines there is no longer a need for service or when the need is met through some other source

5. Eligible Clients
  - a. Clients must be 60 years of age or older and live in Milwaukee County
  - b. All clients must be in need of service as determined by agency staff.
  - c. Priority must be given to older adults having the greatest economic and social needs as defined by the Older Americans Act.
  - d. For services under the Coordination of Neighborhood Services program, clients must live in the designated target areas of each respective neighborhood area.
  
6. Generation of Clients

Applicants must clearly describe how they will generate eligible clients for their proposed program. **(Section II, Part 2 of Exhibit I)**
  
7. Service Delivery Follow-Up

Applicants must clearly describe how they will follow up service delivery to determine whether client needs have been met. **(Section II, Part 7 of Exhibit I)**
  
8. Program Personnel, Training and Equipment
  - a. Applicants must submit job descriptions or all positions receiving full or partial Department on Aging funding, including title of position, brief summary of duties, annual salary and number of hour worked per week **(Appendix I of Exhibit I)**.
  - b. Personnel funded wholly or in part by MCDA must spend a percentage of their time on contract related activities equal to the percentage of their compensation paid with MCDA funds.
  - c. Applicants must clearly describe how personnel will be trained in the special needs of older adults (Section 2.0, 3 of Exhibit I)
  - d. As part of ongoing training, all program personnel must participate in regular staff meetings to remain informed of overall program activities and developments.
  
9. Program Organization
  - a. Applicants must clearly identify the individual(s) within the program and/or agency who will be:
    - (1) Responsible for overall administration of the program,
    - (2) Authorized to sign for the agency and the program,
    - (3) Authorized to receive checks for the program,
    - (4) Responsible for fiscal and budgetary matters,
    - (5) Responsible for data reporting and monthly reporting forms,
    - (6) Responsible for handling chief complaints
  - b. Applicants must clearly describe the lines of responsibility within the program and the relationship of the program to any parent agency.
  
10. Program Service Coordination
  - a. The provider must coordinate this program with other services it provides to older adults. Applicants must include a list of other services they provide to older adults and describe how coordination will take place.

- b. Providers must coordinate this program with services to older adults provided by other agencies. Applicants must include a list of other agencies with which the proposed program will coordinate and describe how coordination will take place.
- c. The provider must be willing to co-locate services at facilities designated by MCDA.

11. Reimbursement

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

12. Reporting and Billing Requirements

Providers must submit a monthly bill for services provided and appropriate service reports to MCDA by the fifth working of each month.

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

13. Contributions

The applicant agrees to provide clients who are served through (MCDA) funding an opportunity to make a voluntary contribution toward the cost of services. Applicant must submit their contribution policy.

The applicant agrees that any revenue received from voluntary contributions, which is attributable to a MCDA funded service shall be used to expand the program activities identified in these guidelines.

**(Section II, Part 2.D. of Exhibit I and provide Appendix 7 as required)**

14. Insurance Requirements/Specifications

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

- (1) General liability;
- (2) Automobile liability;
- (3) Employers liability;
- (4) Workers compensation;
- (5) Waiver of subrogation for workers compensation in favor of Milwaukee County;
- (6) Comprehensive Crime/Employee dishonesty;
- (7) Milwaukee County Department on Aging as additional insured for general liability;
- (8) Milwaukee County Department on Aging as additional insured for automobile liability;

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

**Bonding Requirement**

\$10,000 or 10% of contract amount, whichever is greater, through either a fidelity bond or as part of comprehensive crime coverage; for agencies with multiple contracts, coverage must be based on the dollar amount of the largest contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> <b>UNICO Group, Inc.</b> 4435 O Street  Lincoln NE 68510	<b>CONTACT NAME:</b> Cortney Moderacki <b>PHONE (A/C No. Ext):</b> (402) 434-7200 <b>FAX (A/C. No):</b> (402) 434-7272 <b>E-MAIL ADDRESS:</b> cmoderacki@unicogroup.com														
<b>INSURED</b> <b>Interfaith Older Adult Programs, Inc.</b> 600 W. Virginia Street Suite 300 Milwaukee WI 53204	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Philadelphia Indemnity</td> <td style="text-align: center;">18058</td> </tr> <tr> <td><b>INSURER B:</b> Midwest Family Mutual Ins Co.</td> <td style="text-align: center;">23574</td> </tr> <tr> <td><b>INSURER C:</b></td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Philadelphia Indemnity	18058	<b>INSURER B:</b> Midwest Family Mutual Ins Co.	23574	<b>INSURER C:</b>		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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**COVERAGES**      **CERTIFICATE NUMBER:** 16-17 All Lines      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b>			PHPK1418564	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b>			PHPK1418564	1/1/2016	1/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
<input checked="" type="checkbox"/> ANY AUTO			BODILY INJURY (Per person) \$				
<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS			BODILY INJURY (Per accident) \$				
<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PROPERTY DAMAGE (Per accident) \$				
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			PHUB521207	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 5,000,000
<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			AGGREGATE \$ 5,000,000				
<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			WCWI0560079585	1/1/2016	1/1/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	E.I. EACH ACCIDENT \$ 100,000				
<input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			E.I. DISEASE - EA EMPLOYEE \$ 100,000				
			E.I. DISEASE - POLICY LIMIT \$ 500,000				
A	<b>Professional Liability</b>			PHPK1418564	1/1/2016	1/1/2017	Each incident \$1,000,000    Agg \$3,000,000
<b>Employee Dishonesty</b>			PHPK1418564				1/1/2016

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Milwaukee County Dept. on Aging, ATIMA, is included as an additional insured where required by written contract as respects the General Liability and Auto Liability coverage. Waiver of Subrogation applies in favor of Milwaukee County Department on Aging.

**CERTIFICATE HOLDER****CANCELLATION**

Milwaukee County Dept. on Aging 1220 W. Vliet Street Milwaukee, WI 53205	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Carl Zeutzius/AE </p>
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**CONTRACT FORM** 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

<b>Mail to:</b> 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	<b>CONTRACT TYPE</b> 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.
97504		XXXXX		251-417-35

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

TAX I.D. NO.	EFFECTIVE DATES: begin date                      end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/17                      12/31/17	12		\$ 271,232.00

**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	7931	A5ML		8123				\$113,738.00
2017	02	0001	790	7931	A5ML		8123				\$ 34,237.00
2017	03	0001	790	7931	A5ML		8123				\$ 31,128.00
2017	04	0001	790	7931	A5ML		8123				\$ 84,462.00
2017	05	0001	790	7931	A5ML		8123				\$ 7,667.00

**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?

xxxxxx 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)?  xxxx YES  NO

Is Vendor a certified professional service DBE?  YES  NO

Nasrin Wertz 11/11/16

Prepared By Holly Davis Date 11/17/16

Accountant

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Interim Director

Signature of County Administrator \_\_\_\_\_ Date \_\_\_\_\_

Title \_\_\_\_\_



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

Contract Number     251-417-35  
Service                Coordination of Neighborhood Services

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**1.     Dates of Performance**

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

**2.     Scope of Service**

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

**3.     Staffing and Delivery of Programs/Services**

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

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

**4. Equipment**

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

**5. Fiscal Administration**

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

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

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

**6. Compensation**

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

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

**7. Billing and Reporting**

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

**8. Record Keeping and Access to Records**

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

**9. Inspection of Premises**

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

**10. Audit Requirements**

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

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

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

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

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

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

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

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

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

**(1) Financial Statements for the Entire Organization:**

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

**(2) Auditor's Reports:**

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

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

**(3) General**

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

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

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

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

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

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



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

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

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

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

**11. Non-Discrimination and Equal Employment Opportunity**

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

**12. Indemnity**

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

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

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

**13. Insurance**

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

<b><u>Type of Coverage</u></b>	<b><u>Minimum Limits</u></b>
<b>Wisconsin Workers Compensation</b> or Proof of All States coverage	Statutory
<b>Employers Liability</b>	\$100,000/\$500,000/\$100,000
<b>Commercial General Liability</b> Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal, Contractual & Products/Completed Operations)	\$1,000,000 per Occurrence \$1,000,000 General Aggregate
<b>Automobile Liability</b> Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 per Accident  per Wisconsin Requirements
<b>Comprehensive Crime Coverage</b> 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. 251-417-35

## Certificate Of Completion

Envelope Id: 57C4668FAB03459DB4CF0CE53163768D	Status: Sent
Subject: Please DocuSign: Coordination of Neighborhood Services	
Source Envelope:	
Document Pages: 25	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 10:31:41 AM	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 11:47:31 AM  
 Viewed: 11/18/2016 3:31:34 PM  
 Signed: 11/18/2016 3:31:45 PM

Electronic Record and Signature Disclosure:  
 Accepted: 11/18/2016 3:31:34 PM  
 ID: 74058e00-c570-4888-8ec2-1e1e1dda527d

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 3:31:48 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  
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 Electronic Record and Signature Disclosure:  
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 Security Level: Email, Account Authentication (None)  
 Electronic Record and Signature Disclosure:  
 Accepted: 2/7/2014 5:22:12 PM  
 ID: b70b3aea-859d-4271-832d-492d76d206b7

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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Holly Davis  
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Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Accepted: 11/18/2016 3:31:34 PM  
ID: 74058e00-c570-4888-8ec2-1e1e1dda527d

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Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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Gary Portenier  
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Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure:  
Not Offered via DocuSign  
ID:

<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Notary Events</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent	Hashed/Encrypted	11/18/2016 3:31:48 PM
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<b>Electronic Record and Signature Disclosure</b>
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**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"><li>• Allow per session cookies</li><li>• Users accessing the internet behind a Proxy Server must enable HTTP</li></ul>

1.1 settings via proxy connection
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\*\* 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.

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