

2013 PURCHASE OF SERVICE CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporation represented by the Milwaukee County Department of Child Support Services, Room 101 - Courthouse, 901 N. 9th St., Milwaukee, WI 53233 (hereinafter called "County") and **UMOS, Inc.**, 2701 S. Chase Ave, Milwaukee, WI 53207 (hereinafter called "Contractor") becomes effective on January 1, 2013.

1. SCOPE OF SERVICE

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in the Attachment I, Schedule of Services.

2. STAFFING AND DELIVERY OF SERVICES

Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not be employees of, 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. Written notification of replacement of personnel shall be provided to County prior to replacement. Contractor shall not replace named personnel without the prior written approval of County. Any proposed replacement of named personnel shall be by persons of equal qualification.

Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing services to eligible clients.

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 services referred to herein.

3. DATES OF PERFORMANCE

This Contract is for the period of January 1, 2013 through December 31, 2013, unless extended by agreement of the parties.

4. COMPENSATION

Contractor shall be compensated for the services performed as stated in Attachment II, Compensation and Payment Method, attached hereto and made a part of this Contract. **County is unable to guarantee the volume of requests funded by this Contract.** The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder.

5. BILLING

Contractors shall have E-Mail access and the ability to submit electronic, Internet based on-line invoices to Milwaukee County. All billing and invoice formats and procedures shall be determined by Milwaukee County.

Contractor shall provide County with billings for services provided in accordance with Attachment II, Compensation and Payment Method and shall be paid in accordance therewith. Contractor agrees to comply with all policies and procedures related to documentation of services provided under this contract as a condition of billing for said services, and shall submit to County billing reports for services provided on or before the tenth (10th) working day of the month following delivery of purchased services. Payment by County of Contractor's invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit, or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed. Billing reports received twenty (20) days after the termination of this Contract will not be considered for payment by County.

6. CONFIDENTIALITY, RECORD KEEPING AND ACCESS TO RECORDS

Any case information obtained by any employee of Contractor, pursuant to the services provided in this Agreement, is confidential and shall be used exclusively for the performance of functions described in this agreement. Any improper use or dissemination of information obtained will be considered grounds for sanction of Contractor and possible termination of this Contract. The obligations of this section survive any expiration or termination of this Contract.

Contractor will be responsible for safeguarding information received from County and may disclose information concerning applicants and recipients of child support services only in the administration of the programs under Wis. Stat. § 49.22 (2m). Any person violating this section may be fined pursuant to Wis. Stat. § 49.83.

Contractor agrees to comply with the following measures to protect the confidentiality of Kids Information Data System ("KIDS") information and to protect child support case information against unauthorized access or disclosure:

- A. Only authorized Contractor employees shall be given access to KIDS. Said access shall be limited to the access levels necessary to perform job duties specified under this agreement.
- B. Contractor shall instruct all employees with access to KIDS information or other child support case information about the confidentiality required by state and federal law.
- C. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement

program, and shall not be used for any other purposes and may not be re-released to any other organization or agency.

- D. KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the Department of Children and Families (DCF) Division of Family and Economic Security (DFES) policy regarding computer security. Such policy is found in the Division of Family Supports (DFS) Security Manual, Appendices 4, 5 and 6, which is available at

<http://workweb.dwd.state.wi.us/dws/manuals/securitymanual.htm>.

- E. Contractor shall attest that all personnel with access to KIDS information will adhere to the policies and procedures of DCF and state statutes regarding confidentiality and computer access that are referenced in Appendices 4, 5 and 6 of the DFS Security Manual. This includes, but is not limited to, completing a DWSW-10 and DWSW-11 form for each person who ends employment with the Contractor who had access to KIDS and for each person no longer requiring access to KIDS. The child support agency director or designee may periodically review each staff person's access to KIDS to ensure that the level of access is consistent with the job duties.
- F. Contractor shall instruct all employees with access to KIDS information about the confidentiality required by state and federal law.
- G. Pursuant to Wisconsin statute and federal law [Wis. Stat. §§ 49.22(12) and 454 (26) of the Social Security Act], a child support agency may not release information about the whereabouts of a person, if the person seeking information is subject to a temporary restraining order or injunction with respect to the person about whom the information is sought, or if the child support agency has reason to believe that releasing the information might result in physical or emotional harm to the person about whom the information is sought. Child support workers are required to safeguard the privacy of such individuals by entering a participant privacy indicator in KIDS. KIDS data includes information about all case participants, including persons with privacy protection. Contractor will explain the sensitive nature of the privacy protection indicator to all agency personnel with access to case information and will comply with safeguards to protect the privacy of all parties, including individuals protected with a privacy protection indicator. Information about protected individuals may not be published, used, transmitted or otherwise shared, without first removing all information about location, employment or other information identifying the whereabouts of the protected individual.

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the time, duration, location, scope, intervention, and effectiveness of services rendered under the Contract. County reserves the right to deny payment of, or require repayment for units of services reported by Contractor that are not supported by documentation required under this Contract notwithstanding that Contractor may have provided the services.

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, the Milwaukee County Department of Audit, and County's funding sources to have access to all records necessary to confirm Contractor's compliance with the law and the specifications of this Contract and any current relevant policies and procedures.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case records, shall have the right to inspect at all reasonable times case records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's charges for services or as may be necessary to evaluate or confirm Contractor's delivery of services.

It is further agreed that files, records and correspondence for this engagement must be retained for a period of at least four (4) years from the date of issuance of certified financial and compliance audit reports. Records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

7. PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE

Contractor shall either utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance including, but not limited to, the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and the "Milwaukee County Use of Technologies Policy" (See <http://www.milwaukeecounty.org>).

8. INSPECTION OF PREMISES AND COUNTY SITE AUDITS

Contractor shall allow visual inspection of Contractor's premises to County representatives and to representatives of any other federal, state, or county government unit. Inspection shall be permitted without formal notice at any times that care and services are normally being furnished.

Contractor and County mutually agree that County or County's representatives including the Milwaukee County Department of Child Support Services and the Milwaukee County Department of Audit as well as state and federal officials, reserve the right to review Contractor's Board approved by-laws, minutes, policies and procedures, employee files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media,

which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least four (4) years following the latter of Contract termination, or receipt of audit report, if required.

9. AUDIT REQUIREMENTS

- A. Contractor shall submit to Milwaukee County, on or before **June 30, 2014** or such later date that is mutually acceptable to Contractor and Milwaukee County, **two (2) original copies** of an Agency-wide Audit for Calendar Year 2013 if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$25,000 or more, unless waived by Milwaukee County. Contractor may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c).

Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section Eleven, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2010 through December 31, 2010, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by June 30, 2013.

Non-profit Contractors who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly, shall submit to Milwaukee County, on or before **June 30, 2013** or such later date that is mutually acceptable to Contractor and County, **two (2) original copies** of a certified audit report for Calendar Year 2010 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations (on line at www.whitehouse.gov/omb/circulars) if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. The audit submitted by Contractor shall also be conducted in conformance with the following standards:

1. Standards applicable to financial audits contained in *Government Auditing Standards* (GAS) most recent revision published by the Comptroller General of the United States; and
2. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for substitution of Program Audit for Agency-wide Audit, waiver, and/or extension must be in writing and submitted before the original due date of the audit. Audit reports and requests for substitution of Program Audit for Agency-wide Audit,

waiver and/or extension must be sent to the following address no later than six months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Milwaukee County:

Jim Sullivan, Director
Department of Child Support Services
Room 101 - Courthouse
901 N. 9th Street
Milwaukee, WI 53233

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of County to use other basis of accounting in lieu of accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

(1) Financial Statements and Supplemental Schedules:

- a. **Comparative Statements of Financial Position** – For Agency-wide audits only.
- b. **Statement of Activities** – For Agency-wide audits only.
- c. **Statement of Cash Flows** – For Agency-wide audits only.
- d. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department as pass-through grantor, the contract number as pass-through grantor's identifying number, and the program name and number from the Attachment I of the contract. Each program or service under County Contract must be reported as a separate line item by contract year.

(2) Independent Auditors Reports and Comments:

- a. "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire agency.

Or, for Program Audits

"Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

- b. Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS).

Or, for Program Audits

"Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit."

- c. "Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133" (applicable only if the audit is also in accordance with OMB Circular A-133).
- d. Schedule of findings and questioned costs to include:
- Summary of auditor's results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;
 - Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
 - Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Circular A-133, if applicable;
 - Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;
 - Other audit issues related to grants/contracts with funding agencies that require audits to be performed; and
 - Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.
- e. A copy of the Management Letter or other document issued in conjunction with the audit shall be provided to County. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

(3) Contractor Prepared Schedules and Responses:

- a. Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. If no prior year findings were reported, the schedule must state that no prior year findings were reported.
- b. Corrective action plan for all current-year audit findings related to County funded programs and/or financial statements of the Contractor.

The corrective action plan shall be prepared by Contractor, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective action plan; the planned corrective action; and, the dates of implementation and anticipated completion.

- c. Management's responses to each audit comment and item identified in the auditor's Management Letter.

(4) General:

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

- a. Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), June 2003 Revision.
 - b. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, including revisions published in *Federal Register* 06/27/03.
 - c. OMB Circular A-133, - Appendix B: 2000 Compliance Supplement.
 - d. OMB Circular A-122, Cost Principles for Non-Profit Organizations.
 - e. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments.
 - f. The allowability of costs incurred by commercial organizations and those non-profit organizations listed in Attachment C to OMB Circular A-122 is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR part 31 - Contract Cost Principles and Procedures.
 - g. OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments.
 - h. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
 - i. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
 - j. State of Wisconsin, Department of Administration Single Audit Guidelines - Current Revision.
 - k. AICPA Generally Accepted Auditing Standards.
- B. Contractor hereby authorizes and directs its CPA, if requested, to share all work papers, reports, and other materials generated during the audit with County or

County's representative(s) including the Milwaukee County Department of Child Support Enforcement and the Milwaukee County Department of Audit as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least four (4) years following the latter of Contract termination, or receipt of audit report by County.

C. Contractor and County mutually agree that County or County's representative(s), including the Milwaukee County Department of Child Support Services and the Milwaukee County Department of Audit, as well as state and federal officials, reserve the right to review certified audit reports, supporting work papers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.

D. Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements upon submittal of the following **unaudited** schedules:

(1) A schedule of contract charges covering the period from the end of the Contractor's fiscal year ending in 2013 through December 31, 2013, for each program or activity identified as a fee for service agreement with Milwaukee County, referenced as a line item on the Attachment I of a Purchase of Service Contract. The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before June 30, 2010, or such later date that is mutually acceptable to Contractor and County.

(2) If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies contract charges for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.

E. Contractor shall maintain records for audit purposes for a period of at least four (4) years following the latter of contract termination or receipt of audit report by County.

F. Contractors' Sub-Recipients

Contractors who subcontract with other providers for the provision of services are required by federal and state regulations to monitor their sub-recipients.

Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of sub-recipient's CPA audit reports and financial

statements. These reports and financial statements shall be retained for a period of at least four (4) years following the latter of contract termination, or receipt of audit report, if required.

Sub-recipient shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the cost of services covered by the subcontract and shall allow authorized representatives of County, the Milwaukee County Department of Audit and County's funding sources to have access to all records necessary to confirm sub-recipient's compliance with law and the specifications of this Contract and the subcontract.

It is agreed that County representatives, the Milwaukee County Department of Audit and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of sub-recipient as may be requested to evaluate or confirm sub-recipient's charges for service, or as may be necessary to evaluate or confirm sub-recipient's delivery of service. It is further understood that files, records and correspondence for subcontracted engagement must be retained by sub-recipient for a period of at least four (4) years following the latter of contract termination, or receipt of sub-recipient's audit report, if required.

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

G. Failure to Comply with Audit Requirements:

If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County as required by this Contract within the specified timeframe, the County may:

- a. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
- b. Charge Contractor for all loss of Federal or State aid or for penalties assessed to County because Contractor did not submit a complete audit report within the required time frame;
- c. Disallow the cost of the audit that did not meet the applicable standards; and/or
- d. Withhold payment, cancel the contract/agreement, or take other actions deemed by County to be necessary to protect the County's interests.

H. County Waiver of Audit Requirements under this Section

If the County has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other

contracts. Waiver of the audit, or failure of Contractor to receive County funding under this Contract and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract.

10. DISADVANTAGED BUSINESS ENTERPRISE

The Contractor shall comply with Milwaukee County Ordinance 42 and CFR 49 part 23, which have an overall goal of seventeen percent (17%) participation of certified disadvantaged, minority and/or women business enterprise ("DBE(s)") on professional service contracts. In accordance with this, the contractor shall ensure the DBE(s) have the maximum opportunity to participate in this project. The specific goal for this project is Percent (5%).

11. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS COMPLIANCE AND EQUAL EMPLOYMENT OPPORTUNITY

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 s. 51.01(5) Wisconsin Statutes.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, handicap, physical condition, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances which is attached hereto by reference and incorporated herein as though fully set forth herein.

Contractor agrees that it will comply with the provisions of the *CRCP for Profit and Non-Profit Entities* which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, online at:

http://dcf.wisconsin.gov/civil_rights/plans_instructions.htm

Consistent with the requirements of the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development (DWD), Contractor with 25 Employees AND any combination of funding in the amount of \$25,000 or more from Purchaser and/or the State are required to complete and submit a copy of a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plans prior to execution of this agreement or Contractor may submit a copy of the State approval letter to Purchaser in lieu of the CRCP.

Contractor with direct State contracts with DWD with fewer than 25 employees, or Network Providers receiving less than \$25,000 in direct State funding are required to

file a Letter of Assurance with DWD, and a copy with Milwaukee County. Contractor with fewer than 25 employees or Contractors receiving less than \$25,000 in funding or payment from Milwaukee County are required to file a Letter of Assurance with Milwaukee County.

Completion forms, instructions, sample policies and plans are posted at:
http://dwd.wisconsin.gov/dfs/civil_rights/plans0708/default.htm

Milwaukee County will take constructive steps to ensure compliance of the contractor with the provisions of this subsection. Contractor agrees to comply with Civil Rights monitoring reviews performed by Milwaukee County including the examination of records and relevant files maintained by Contractor. Contractor further agrees to cooperate with Milwaukee County in developing, implementing, and monitoring corrective action plans that result from any reviews.

12. INDEMNITY & INSURANCE

- A. 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 statutory benefits under Workers Compensation Laws and/or liability for damages including suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractors, or 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 the County for any action based on U.S. patent or copyright infringement regarding computer programs involved in the performance of tasks and services covered by this agreement.
- C. Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the individual Contractor. Contractor may effect and maintain any insurance coverage, including, but not limited to, Worker's Compensation, Employers Liability and General, Contractual, Professional and Automobile Liability, to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation or benefits payable under Worker's Compensation laws or other insurance provisions.
- D. A certificate of insurance, as evidence of Worker's Compensation and General and Automobile Liability insurance shall be given the County, naming the County as an additional insured on general and automobile coverages and affording a thirty (30) day written notice of cancellation, non-renewal, or known material change for the duration of this Contract.
- E. Contractor shall purchase and maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims of tort, statutes, and benefits under Workers' Compensation laws, as respects damage to persons or property and

third parties in such coverages and amounts as required and approved by the County Director of Risk Management and Insurance.

- F. Each of the individual Contractors shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation Or Proof of all States Coverage	Statutory (waiver of subrogation)
Employer's Liability	\$100,000/\$500,000/\$100,000
Commercial Or Comprehensive General Liability Bodily Injury and Property Damage Incl. Personal Injury, Fire Legal, Contractual & Products/Completed Operations	\$1,000,000 Per Occurrence \$1,000,000 General Aggregate
Professional Liability	\$1,000,000 Per Occurrence \$1,000,000 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

Should the statutory minimum limits change, it is agreed the minimum limits stated herein shall automatically change as well.

Milwaukee County will be named as an additional insured for General, Automobile, Garage Keepers Legal and Environmental Impairment Liability, as respects the services provided in this Contract. 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. A certificate indicating the above coverages shall be submitted for review and approval by the County for the duration of this Contract.

- G. Coverages shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide. 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.
- H. The insurance requirements contained within this Agreement are subject to periodic review and adjustment by the County Risk Manager.
- I. A *Certificate of Insurance* shall be submitted for review to the County for each successive period of coverage for the duration of this agreement.

- J. The Contractor shall evidence satisfactory compliance for Unemployment Compensation and Social Security reporting as required by federal and state laws.

13. 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. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in the Attachment II, Compensation and Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Child Support Enforcement administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional information by County. County may withhold payment entirely until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

14. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the program participants served by this Contract. Failure to maintain in good standing required licenses, permits and/or certifications, may, at the option of the County, result in immediate termination of this contract. 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 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.

Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

In the event of termination, the Contractor will be notified in writing in accordance with the Section of this Contract regarding "Notices".

Should County reimbursement from state or federal sources not be obtained or continued at a level sufficient to allow for payment for services in this Contract, the obligations of each party shall be terminated. Reduction in reimbursement or

payment from state or federal sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.

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 so to do.

15. CONTRACT RENEGOTIATION

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. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their authorized representatives.

16. INDEPENDENT CONTRACTOR

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture or employee-employer 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.

17. SUBCONTRACTS

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

18. 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 shall assign its obligations hereunder without the prior written consent of the other. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

19. PROHIBITED PRACTICES

A. During the period of the Agreement, Contractor shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Enforcement or any person who, to the knowledge of Contractor, has a conflict of interest, unless approved in writing by the Director of the Department of Child Support Enforcement. No employee of the Milwaukee County Department of Child Support Enforcement shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business unless approved in writing by the Director of the Department of Child Support Enforcement.

B. Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances 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. "

Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceedings on veto (if necessary) or departmental approval."

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.

20. REQUIRED DISCLOSURES

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. The relationship extends to partnerships, trusts, corporations or any proprietary interest that could appear to or would allow one party to influence the other party in a related party transaction.

21. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders; and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Contract:

- A. Are not currently excluded, debarred, suspended, proposed for debarment, or other wise ineligible to participate in any Federal procurement or non-procurement programs; or

- B. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C. s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- D. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- E. 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 or attempting to obtain, or performing a public (federal, state or local) transaction or Agreement 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;
- F. Are not presently indicted for or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in (D); and
- G. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

22. DEBARMENT BY MILWAUKEE COUNTY

Contractor may have any or all agreements with Milwaukee County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with the County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not limited to, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of participants/families; failure to comply/cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by the County; failure to correct findings or other conditions identified in a Quality Assurance review, County audit or annual independent audit; any other breaches of this Agreement.

Department action debarring Contractors from future contractual relationships with the County extends to all owners, partners, officers, board members, or stockholders of Contractor and to all organizations, regardless of legal form of business, in which Contractor or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to

influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with the County.

Any Contractor that has had one or more agreements with the County terminated for cause or default, or that has been debarred from contracting opportunities with the County for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Services under any agreement with the County for a minimum of two years from commencement date of termination or debarment.

23. **CONDITIONAL STATUS AND SUSPENSION**

A. **Conditional Status**

"Conditional Status" is defined as a period of time for up to one year when an agency will be more closely monitored and reviewed for compliance with the provisions of this Contract. This monitoring may include site visits and requests for documentation/records review. In addition, the following restrictions or requirements may be applied solely or in combination:

- A restriction on the number of new referrals the Contractor may service.
- A restriction on the number of services the Contractor is allowed to provide.
- A requirement that prior to payment the Contractor shall submit documentation of services provided.

Agencies Subject to Conditional Status Include:

1. New Contractors

New Contractors will be subject to Conditional Status for one year from the effective date of the initial Contract.

2. Current Contractors

Current Contractors may be placed on Conditional Status when one of the following conditions occurs:

- a. Previous suspension, which may or may not include compliance with a corrective action plan.
- b. Critical incident/complaint, which may or may not include compliance with a corrective action plan.

Lack of compliance with a corrective action plan can lead to further sanctions as referenced in this Contract.

B. Suspension

County shall have the right to suspend the Contractor for a period to be determined by County for any or all of the following reasons:

1. Contractor has failed to comply or cooperate with a Quality Assurance Review or Audit.
2. Contractor has failed to correct findings or other conditions identified in a Milwaukee County audit or annual independent audit.
3. Contractor is under investigation as a result of a Critical Incident/Complaint.
4. Contractor is under investigation for fraudulent business practices.
5. Contractor has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
6. Findings resulting from a site review or audit of the Contractor that document quality concerns related to County policies, procedures, or services.
7. Failure of Contractor to respond to communication from County for a period of 30 days or more.
8. Other breaches of this Contract.

Contractors that are suspended will be prohibited from receiving new referrals or may be prohibited from providing any and all services for existing cases.

County reserves the right to determine the scope and duration of the suspension, as well as the process/methodology of any investigation resulting from the circumstances leading to the suspension.

The Contractor will be notified in writing in accordance with Section 26 (Notices) of this Contract of the reason for the suspension and the decision regarding reinstatement or termination.

C. Payments to Contractors Under Suspension

Suspended Contractors may be paid for authorized and substantiated services provided before or during a suspension. If the suspension is for a specific service or specific service within a specific program, the Contractor may be paid for other approved services provided during the suspension period. However, County reserves the right to withhold payment for all authorized and billed services if the nature of the suspension is for undocumented or otherwise unsubstantiated care provided by the Contractor to a Milwaukee County client or other actions by Contractor which have harmed or threatened to harm the welfare of Milwaukee County clients. Withholding such payments will remain in effect until a County review of the suspension is completed and a determination for reinstatement or termination of Contract is made.

24. LABOR PEACE AGREEMENT TO REDUCE THE LIKELIHOOD OF LABOR DISPUTES

Where applicable, Contractors shall comply with the provisions of Chapter 31 of the General Ordinances of Milwaukee County that is incorporated herein by reference and made a part of this Contract as if physically attached hereto.

25. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- A. General Provision of Intent. Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPAA as determined by the U.S. Department of Child Support Enforcement (HHS) or the Wisconsin Office of the Commissioner of Insurance.

- B. Changes to the Contract. Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPAA.

26. NOTICES

All notices with respect to this Contract shall be in writing. Except as otherwise expressly provided in this Agreement, a notice shall be deemed duly given and received upon delivery, if delivered by hand, or three days after posting via US Mail, to the party addressed as follows:

To Contractor:

Attn.:
Address
Address

To County:

Department
Attn.:
Address
Address

Either party may designate a new address for purposes of this Lease by written notice to the other party.

27. CONTRACT CONTENT

Contractor agrees to provide or arrange its provision of services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Child Support Enforcement and its respective divisions. This document, with all attached exhibits and attachments, constitute the entire Contract of the parties. 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.

28. APPROVAL


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

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors Resolution File No. 13-196 adopted on March 21, 2013 and ratified by the Milwaukee County Executive on March 29, 2013. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting of _____


IN WITNESS WHEREOF, the parties to this Contract have caused this instrument to be executed by their respective proper officers effective as of the day and year first above written.

FOR: MILWAUKEE COUNTY

FOR: UMOS



Jim Sullivan Director
Milwaukee County
Department of Child Support Services



(Signature)

Tom Keogh

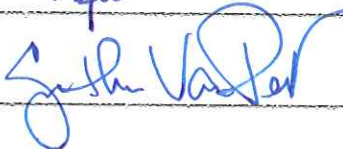
(Print name and title of signer)

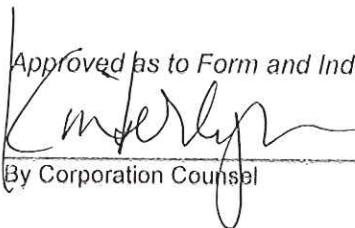
Dated: 4/18/13

Dated: 4-12-13

Milwaukee County Approvals

Approved by CDBP/DBE:  Date: 4/11/13

Approved by Risk Management (DAS)  Date: 4/8/13

Approved as to Form and Independent Contractor Status by Corporation Counsel

By Corporation Counsel Date: 4/9/2013

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
CHILDREN FIRST AGENCY
SCHEDULE OF SERVICES
2013 PURCHASE OF SERVICE CONTRACT

Contractor shall perform all tasks, achieve the objectives set forth and comply with all terms in:

1. The County's December 2012 request for proposal.
2. The Contractor's proposal dated December, 2012.
3. This schedule of services.

Items one and two are incorporated by reference herein. If there is a variance between the Contractor's proposal and the County's request for proposal, the latter shall be controlling, unless otherwise agreed to in writing. If there is a variance among the County's request for proposal, the Contractor's proposal and this schedule of services, the schedule of services shall be controlling, unless otherwise agreed to in writing.

Schedule of Services

Contractor shall serve up to 250 participants from the following zip codes between January 1, 2013 and December 30, 2013: 53110, 53129, 53130, 53132, 53154, 53172, 53203, 53204, 53207, 53213, 53214, 53215, 53219, 53220, 53221, 53227, 53228, 53234, 53235, 53237, 53236, 53244.

Contractor shall:

1. Enroll and register the participant in the program by entering participant demographic information and Children First enrollment information into the Client Assistance for Re-employment and Economic Support ("CARES") database.
2. Provide an initial orientation session at the Courthouse, including the provision of
 - a. A description of the Children First Program, an overview of activities offered, and expectations for program participation; and
 - b. possible job leads for participants ordered or stipulated into the program.
3. Staff the Courthouse Children First office on a rotational basis with the other Children First vendor. Contractor will be responsible for providing alternate staffing of the Courthouse Children First office if the contractor's regular staff person is not available on its assigned day.
4. Receive and process incoming Status Reports faxed to the Office of the Family Court Commissioner on a daily basis, when Contractor has a representative scheduled in the Courthouse.

5. Process Children First log sheets and Court Status log sheets on a daily basis, when Contractor has a representative scheduled in the Courthouse
6. Obtain the participant's signature on a "Rights and Responsibilities" form.
7. Complete a needs assessment regarding barriers to employment and an employability plan that engages participants in Children First and/or work activities for thirty-two (32) hours per week.
8. Provide any additional resource referrals that may assist the participant, including, if needed, a method of facilitating participants' enrollment in General Equivalency Diploma (GED) or Basic Education Activities (BEA) programs.
9. Determine participant's eligibility for additional collaborative services such as FSET or WIA.
10. Provide County with 2 copies of Compliance Summary sheets for each participant, at least five (5) days prior to each court date.
11. All case management activities shall be documented in CARES using appropriate codes for each service or activity within five (5) business days of the service or activity. Contractor shall refer to the Wisconsin CARES Guide for information specific to Children First case entry in CARES. Case comments recording case action or program-related information for individuals must be entered into CARES within 24 hours of action of contact with the individual. The Wisconsin Works agency will make entries into CARES using work program activity codes as defined in BHCE/BWP Operations Memos 03-31, 03-50, and 03-78.
12. Contractor must submit 2 copies the following reports to County pertaining to each Children First participant:
 - a. Employability plan; and
 - b. Compliance summary verifying participant's participation or failure to participate in the initial scheduled Orientation/Screening Assessment or scheduled appointments or meetings. The verification shall be submitted no less than five (5) days prior to the next scheduled court date as reflected on the stipulation or court order referring the participant to the Children First program.
13. Contractor shall be responsible for all payments to program participants for transportation costs.
14. Contractor shall identify participants as non-compliant when such participants refuse or fail without Good Cause to cooperate with Children First requirements. Contractor shall document non-compliance in CARES and have a fact-finding procedure for participants in non-compliance. If an incident of non-compliance cannot be resolved between Contractor and the participant, Contractor shall send Notice of Noncompliance to the participant, with a copy to the County. The Notice shall include information on the participant's right to an Administrative Review hearing, which shall

be conducted by the Contractor pursuant to the procedures identified in the DCF's 2012 Children First Program Guide (incorporated herein by reference).

15. If a participant does not respond to or participate in the fact-finding process, or comply with Children First program requirements, Contractor must notify County of same by affidavit.
16. Contractor shall be available to attend community-based events outside of regular business hours at the request of County, provided County gives two weeks notice of the event.

ATTACHMENT II

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT ENFORCEMENT
AND
CHILDREN FIRST AGENCY
COMPENSATION AND PAYMENT METHOD
2013 PURCHASE OF SERVICE CONTRACT

Contractor shall be compensated for work performed as follows, provided that Contractor complies with all of the performance and reporting requirements listed in Attachment I:

Contractor shall receive \$400.00 upon providing the Children First Compliance Report to the court prior to the first court hearing after enrollment.

Contractor shall submit to County, on or before the tenth (10th) working day of the month, in the form and format approved by County, an invoice for the purchased services furnished to eligible recipients during the preceding month, it being understood that such invoice may be subject to audit by County before and/or after payment is made.

Upon receipt and approval of the monthly statement, County shall pay the amount of the invoice. However, in no event shall payments made by County to Contractor by the end of any month exceed one-tenth (1/10th) of the annualized contract amount, net of other revenues, multiplied by the number of contract months elapsed.

Invoices submitted by Contractor to County later than twenty (20) days following termination of this contract shall not be honored.

County reserves the right to withhold payment or modify the above payment schedule where Contractor fails to deliver the contracted services in accordance with the terms of this contract or fails to submit billing claims as required above.



Milwaukee County

County Courthouse
901 N. 9th Street, Rm.
105
Milwaukee, WI 53233

Certified Copy

Action Report: 13-196

File Number: 13-196

From the Director, Child Support Services, requesting authorization to execute Children First contracts with United Migrant Opportunity Services, Inc. (UMOS), Center for Veterans Issues (CVI), and My Father's House (MFH) for the provision of employment assistance for unemployed or underemployed payers who are court ordered into the Children First Program.

SEE ATTACHMENTS

I, Joseph J. Czarnezki, County Clerk in and for the County of Milwaukee, State of Wisconsin, do hereby certify that this is a true copy of Action Report No. 13-196, ADOPTED by the County Board on March 21, 2013 and SIGNED by the County Executive on March 29, 2013.

Given under my hand and official seal, at the Milwaukee County Courthouse, in the City of Milwaukee.

Attest:

A handwritten signature in cursive script, appearing to read "Joseph J. Czarnezki".

Joseph J. Czarnezki

April 08, 2013

Date Certified