Milwaukee County Department on Aging
2020 Purchase of Service Contract
Grant Supported Programs and Services

United Community Center

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 United Community Center (hereinafter called Contractor), and whose primary business address for the purposes of this Contract is: 1028 South 9th Street, Milwaukee, WI 53204.

1. Dates of Performance

This Contract is made in an amount not to exceed $264,187 for the period of January 1, 2020 through December 31, 2020 to coordinate meal programming and social and recreational programming for older adults at the United Community Center.

2. Scope of Service

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

3. Staffing and Delivery of Programs/Services

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

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

C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in providing programs and services to eligible clients.

D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the programs and services referred to herein.

E. All clients served by Contractor under this Contract must meet Department's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with Department and that Contractor will not be reimbursed for services provided to ineligible clients.

F. Contractor agrees that the programs and services described in Exhibit I will be available to eligible clients throughout the Term of this Contract and to accept all clients referred by Department as long as funds made possible through this Contract are available.

G. Contractor shall maintain a log of complaints and provide Department a copy of any written complaint made to Contractor regarding any of the services furnished hereunder and will inform Department in writing of the actions taken by Contractor to resolve such complaints.

H. Contractor shall complete all forms and documents requested by the Department within timeframes outlined by the Department. Forms and documents that need to be accurately and clearly completed include, but may not be limited to, Department's 3.0 Form (Program Staffing Information), 3.1 Form (Program Staffing Information: Staff Demographics), 3.2 Form (Program Staffing Information: Wages and Benefits), and 4.0 Budget Summary Form.

I. Contractor agrees to perform background checks on any Contractor employees, representatives, or agents hired on or after the Effective Date who may have or do have direct contact with clients or customers, to ensure such employees: (i) have not been convicted of a criminal offense related to the provision of services but have not yet been excluded; (ii) have not been convicted of any felony; (iii) as discovered through any background check or based upon Contractor's knowledge, have not been terminated from employment by any employer or contractor for theft, misappropriation of property, or any other potentially illegal or unethical acts. Vendor agrees not to use any employee or potential employee failing to meet the above criteria to provide direct client services to any under this Agreement. Any breach of this section shall give Department the right to terminate this Agreement immediately.

4. Equipment

A. Contractor agrees that all items of equipment purchased with funds provided by Department under this Contract shall be used for the programs and services purchased through this Contract or as otherwise may be specified in Exhibit I. Contractor further agrees to provide to Department a copy of an invoice for all items of equipment purchased upon request, to annually inventory provide Department of a list of said equipment, and to maintain property and content insurance, including fire, vandalism, and theft, to cover the replacement value of said items.

B. Should Department funding cease for the programs or services for which the equipment was purchased under this Contract, or if Contractor should cease using said equipment for the purposes for which it was originally purchased, Contractor agrees either to (1) turn over said equipment to Department for distribution to other approved programs or services for older persons; or (2) dispose of said equipment in such other fashion as may be mutually agreed by Contractor and Department.

5. Fiscal Administration and Program Income

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

A. Contractor agrees to identify the total cost of the program or service funded under this Contract.

B. Contractor shall provide to Department an agency-wide budget, disclosing all of Contractor's anticipated revenues and expenditures for the period of this Contract.

C. Funds received by the Contractor under this Contract may not be co-mingled with funds from other sources.

D. Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.

E. Contractor agrees to comply with the allowable cost policies and procedures as established by the Wisconsin Department of Health Services.

F. Program Income. Per 45 CFR Part 75.307(e)(1), Program Income (as hereinafter defined) must be deducted from total allowable costs to determine the net allowable costs; Program Income must be used for current costs; and unanticipated Program Income must be used to reduce the federal award and non-federal entity contributions rather than increase the funds committed to the project. Program Income must be reported and spent within the contract year it is generated. "Program Income" is defined as Contractor revenue meeting one or more of the following descriptions: (1) Contributions/donations collected from participants for services provided (e.g., home-delivered meals, senior dining meals, caregiver services, etc.), (2) Contributions/donations from local civic groups, businesses, members of the community, or other organizations; (3) Proceeds from fundraising; (4) Revenue for meals provided to home and community based long-term care programs (Family Care, IRIS, COP, etc.); (5) Revenue from sales of services or property (e.g. meals, liquid nutritional supplements, etc.); (6) Interest income; (7) Usage or rental fees; or (8) Patent or copyright royalties. The definition of "Program Income" excludes revenues raised by a government grantee/provider under its governing powers (taxes, special assessments, levies, fines) and cash match.

6. Compensation

A. Contractor shall be compensated for work performed as stated in Exhibit I, attached hereto and made a part of this Contract. Contractor recognizes that the total service needs of the community may not be met and shall provide programs and services within the specific amounts stated in Exhibit I. Department is unable to guarantee the volume of services funded by this Contract. Under no circumstances shall payments under this Contract exceed the amount(s) authorized for this Contract by the Milwaukee County Board of Supervisors. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for programs and services provided hereunder.

B. Funds may be advanced to Contractor as set forth in section 46.036 (3) (f) Wisconsin Statutes. The advance payment provision applies only when requested by Contractor. Advance payments are made at the discretion of Department. The advance payment shall be repaid to Department upon demand. If Contractor fails to repay the advance as described, Department shall have the right to withhold any payments due Contractor from Department sufficient to cover the amount of the advance payment.

C. Advance payments by Department shall not exceed one-twelfth (1/12) of the Contract award. Advance payment amounts are at the discretion of the Department. Prior to the receipt of advance payment, Contractor shall provide Department with a surety bond for an amount equal to the amount of the advance payment as set forth in section 46.036 (3) (f) Wisconsin Statutes.

D. Department shall recover from Contractor money paid in excess of the conditions of this Contract. Repayment shall be made in full within thirty (30) days after Department has made written demand to Contractor for repayment. Department may recover repayments due to Department from any subsequent payments due to Contractor now, or from future contracts, or any other service agreement with Department. Department shall charge interest on outstanding repayments due Department as set forth in section 46.09 (4) (d) General Ordinances of Milwaukee County.

E. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO) funded services.

F. Department and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of the Department to purchase the services described herein is contingent upon present state and federal grants and contracts continuing at their present levels. Should such funding sources terminate or be reduced, Department reserves the right, in its sole discretion, either to terminate this agreement or revise the scope of services being purchased to reflect any reduction in such funding. It is further recognized and agreed by Department and Contractor that the programs and services provided under this Contract are subject to all provisions of said federal and state grants and contracts, and Contractor agrees to comply with all such provisions for the period of this Contract, including all applicable provisions of the standard State/County contract.

7. <u>Billing and Reporting</u>

A. Contractor shall provide Department with monthly billings and reports for programs and services provided under this contract by the seventh (7th) 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 Department.

B. Department shall make payment only for those line items as are specified in the approved budget. Expenditures for any single line item may not exceed the amount in the approved program budget by more than $500 without written authorization by Department and the submission of a revised budget by Contractor on the prescribed form.

C. Within thirty (30) days of the receipt of all required billings and reports, Department shall make payment to Contractor of the net amount due. The 30 days does not start to run until all forms are accurate, complete, and include all revisions requested by Department.

8. Record Keeping and Access to Records

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

B. Contractor shall maintain written verification of programs and services provided under this Contract, including the dates of programs and services performed for all of the purchased programs and services rendered, as specified by Department. Contractor shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the programs and services provided. Contractor shall retain all such records for a period of at least four (4) years from the date of issuance of the certified financial and compliance audit. Records shall be retained beyond the four-year requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.

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

9. Inspection of Premises

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

10. Audit Requirements

A. Contractor shall submit to Department, on or before July 1, 2020, or such later date that is mutually acceptable to Contractor and department, one (1) original copy mailed to the address provided below and one soft copy e-mailed to the Program Planning Coordinator, of an Agency-wide Audit for Calendar Year 2019 if the total amount of annual funding is $100,000 or more, unless waived by Department. Contractor may request, and with written consent of Department

provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

B. Non-profit Contractors who received aggregate federal financial assistance of $750,000 or more, either directly or indirectly, shall submit to Milwaukee County, on or before July 1, 2020 or such later date that is mutually acceptable to Contractor and Department, one (1) original copy and one (1) soft copy emailed to the MCDA Program Planning Coordinator a certified audit report for Calendar Year 2019 performed in accordance with the Office of Management and Budget (OMB) Circular Uniform Grant Guidance under Part 200 (online at http://www.whitehouse.gov/omb/grants_docs) or per 48 CFR part 31, if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. This provision shall survive the termination of this Agreement regardless of the reason.

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 8, 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 2019 through December 31, 2019, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by July 1, 2020. This provision shall survive the termination of this Agreement regardless of the reason.

D. All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:

1. The Wisconsin *Provider Agency Audit Guide*, 1999 revision *issued by WI Department of* Corrections and Workforce Development *or Department of Health Service Audit guide (DHSAG) Latest Revision* issued by Wisconsin Departments of Health Services (online at www.DHS.state.wi.us/grants);

2. Standards applicable to financial audits contained in *Government Auditing Standards* (GAS), December 2011 Revision published by the Comptroller General of the United States; and

3. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

E. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Department. Extensions of the deadline for submission of the audit are at the sole discretion of Department. If Contractor determines an extension is necessary, Department must receive a request for an extension not later than thirty (30) days prior to the due date for the audit. A request for an extension must include:

1. an explanation as to why an extension is necessary;

2. the date upon which the Department will receive the audit;

3. the unaudited financial statements of the Contractor; and,

4. any additional information Contractor deems relevant to Department's determination.

F. No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date or waiver must be submitted to:

Milwaukee County Department on Aging
Assistant Fiscal Director
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of Department 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 Revenue and Expense by Funding Source (Agency-wide) is required of all Contractors. This schedule must follow the format and content of the sample schedule contained in the *Milwaukee County Department of Health and Human Services Year 2019 Purchase of Service Guidelines, Technical Requirements – Audit and Reporting* booklet. Do not combine multiple line items into a single line item or separate a single line item into multiple line items.

e. Allowable administrative and other allocated overhead (collectively, indirect costs) will be limited to 10% of net allowable direct program costs (excluding such allocated costs) for agencies/Contractors electing to provide a program audit in lieu of an agency-wide audit.

f. Reserve Supplemental Schedule is required for all non-profit Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). A separate schedule must be completed for each contract/facility, or for each program under a Fee-for-Service Agreement with Department. For Contractors whose fiscal year

is other than a calendar year, the period covered by the schedule must be the most recently completed calendar year for all Department funded programs.

The schedule must identify revenue from each Purchaser (earned under each contract) separately, and include total units of service provided to all Purchasers for each contract/facility and total units of service provided under the Contract with Department, as well as the items required by the *Provider Agency Audit Guide* (Section 7.1.6), *or Department of Health Service Audit Guide (DHSAG), Latest Revision* for the most recently completed calendar year. The schedule and allowable additions to reserves shall be by contract/facility or by program category. Schedule of Profit for For-Profit Contractors Which Provide Participant Care.

g. For profit Contractors shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract/facility, or for each rate-based program (service) within a facility. Wis. Stat. 46.036(3)(c) indicates that contracts for proprietary agencies may include a percentage add-on for profit according to the rules promulgated by the Department. Allowable profit will be restricted to 5% of net allowable operating costs.

h. Units of service provided under the Contract, if not disclosed on the face of the financial statements, are required for Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). Contractor's auditors shall review and report on the extent of support for the number of units for each type of service billed to Department, and compare units billed to Contractor's accounting/billing records that summarize units provided per participant. Contractor's auditors shall reconcile billing records to supporting underlying documents in participant case files on a test basis, and report on any undocumented units billed to Department that exceed the materiality threshold of the DHS *Provider Agency Audit Guide*, 1999 revision *issued by WI Department of* Corrections and Workforce Development *or Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Departments of Health Services. The disclosure must include total units of service provided to all Participants for each program, facility, or rate-based program within a facility; and total units of service provided under the Contract or Service Agreement with Department for the most recently completed calendar year.

i. Notes to financial statements including disclosure of related-party transactions, if any. Rental cost under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested with the Contractor. Rental cost under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the Contractor continued to own the property. Contractor's auditors must disclose the actual costs of ownership, by property, for the property(ies) in question, as well as the amount of such costs to be allocated to each Department program, the amount of rent originally charged, and the amount of such rent that is an unallowable cost.

j. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department as pass-through grantor, the contract number as pass-through grantor's identifying number, and the program name and number from the Attachment I of the Contract. Each program under County Contract must be reported as a separate line item by contract year.

2. Independent Auditors Reports and Comments:

a. "Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award" including comparative statements of financial position, and related statements of activities and cash flow of entire agency. For Program Audits, "Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

b. Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS), and the *Provider Agency Audit Guide*, 1999 revision *issued by WI Department of* Corrections and Workforce Development *or Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Department of Health Services. Or, Program Audits, "Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit."

c. "Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Part 200 Uniform Grant Guidance" (applicable only if the audit is also in accordance with OMB Part 200 Uniform Grant Guidance).

d. Schedule of findings and questioned costs to include:

(1) Summary of auditor's results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;

(2) Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);

(3) Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Part 200-Uniform Grant Guidance, if applicable;

(4) Doubt on the part of the auditors as to the auditee's ability to continue as a going concern;

(5) Other audit issues related to grants/contracts with funding agencies that require audits to be performed in accordance with the *Provider Agency Audit Guide,* 1999 revision *issued by WI Department of* Corrections and Workforce Development *or Department of Health Service Audit Guide (DHSAG), Latest Revision* issued by Wisconsin Department of Health Services; and

(6) Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.

e. A copy of the Management Letter or other document with auditor's comments issued in conjunction with the audit shall be provided to Department, along with Management's response to the Management Letter. If no Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

3. General:

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

a. Government Auditing Standards, (Standards for Audit of Governmental Organizations, Programs, Activities, and Functions), Latest Revision.

b. OMB Uniform Grant Guidance Part 200

c. The allowability of costs incurred by commercial organizations is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - Contract Cost Principles and Procedures.

d. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.

e. State of Wisconsin, Department of Administration Single Audit Guidelines - Latest Revision.

f. State of Wisconsin Department of Health Services, Provider Agency Audit Guide - 1999 Revision issued by WI Department of Corrections and Workforce Development.

g. *Department of Health Services Audit Guide (DHSAG) Latest Revision* issued by Wisconsin Department of Health Services.

h. State of Wisconsin Department of Health Services, Allowable Cost Policy Manual - Latest Revision.

i. AICPA Generally Accepted Auditing Standards.

G. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with Department or Department's representative(s) including the Milwaukee County Department of Health and Human Services and the Milwaukee County Division of Audit Services (DAS) as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least seven (7) years following the latter of Contract termination, or receipt of audit report by Department. This provision shall survive the termination of this Contract regardless of the reason.

H. Contractor and Department mutually agree that Department or Department's representative(s), including the Milwaukee County Department of Aging and the Milwaukee County Division of Audit Services (DAS) , Milwaukee County Office of the Comptroller, as well as state and federal officials, reserve the right to review certified audit reports, supporting work papers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.

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

1. A schedule of revenue and allowable costs allocated by funding source, and by program, covering the period from the end of the Contractor's fiscal year ended in 2019 through December 31, 2019, for each program or activity identified as a fee for service agreement with Department. The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before July 1, 2020, or such later date that is mutually acceptable to Contractor and Department.

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

J. Contractor shall maintain records for audit purposes for a period of at least seven (7) years following the latter of contract termination or receipt of audit report by Department. This provision shall survive the termination of this Contract regardless of the reason.

K. Contractor's Subrecipients

1. Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.

2. Contractors shall have on file, and available for review by Milwaukee County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.

3. Subrecipient shall maintain and, upon request, furnish to Department, at no cost to Department, any and all information requested by Department relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of Department, the Milwaukee County Division of Audit Services (DAS) and Department's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the specifications of this Contract and the subcontract. This provision shall survive the termination of this Contract regardless of the reason.

4. It is agreed that Department representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate state or federal agencies shall have the right of access to program, financial and such other records of subrecipient as may be requested to evaluate or confirm subrecipient's program objectives, participant case files, costs, rates and charges for the care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service. It is further understood that files, records and correspondence for

subcontracted engagement must be retained by subrecipient for a period of at least seven (7) years following the latter of contract termination, or receipt of subrecipient's audit report, if required. This provision shall survive the termination of this Contract regardless of the reason.

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

L. Failure to Comply with Audit Requirements: If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the Department, or fails to request and receive an audit submission waiver (if applicable/available) or extension of time to submit audit,, as required by this Contract within the specified timeframe, the Department may:

1. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;

2. Charge Contractor for all loss of Federal or State aid or for penalties assessed to Department because Contractor did not submit a complete audit report within the required time frame;

3. Disallow the cost of the audit that did not meet the applicable standards; and/or

4. Withhold or suspend any or all payments due the Contractor from Department.

5. Suspend, reduce or terminate the Contract, or take other actions deemed by Department to be necessary to protect the Department's interests.

6. In the event of selection by Department of an organization or individual to complete an audit of Contractor's financial statements, Department shall withhold from future payments due to the Contractor from Department an amount equal to any additional costs incurred by the Department for the completion of an audit of Contractor's records by an auditor selected by Department.

7. Department may withhold or recover a sum of $1,500.00 from payments due to the Contractor from Department as liquidated damages for the failure to comply with audit requirements.

8. Department may impose additional monitoring and/ or reporting requirements on contractor. Or take any other action that Department determines is necessary to protect federal or state funding.

9. These provisions shall survive the termination of this Contract regardless of the reason.

10. Upon receipt of the audit report, Department will complete preliminary review of all audits received to determine whether additional information is required and notify Contractor of any additional information required to complete review. Once the complete audit is received, Department will complete a compliance review and notify Contractor of Department's actions on the audit report.

11. Contractor agrees to submit to Department plans for correcting weaknesses identified in audit reviews. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due the Contractor from Department and ineligibility for future agreements with Department until six months after such time as these requirements are met. This provision shall survive the termination of this Contract regardless of the reason.

12. Contractor agrees that Department is entitled to repayment of amounts identified as a result of the audit required under this section and acknowledges that failure to repay such amounts may result in legal action as determined by Milwaukee County Corporation Counsel. Interest and any legal expenses incurred by Department in collection of these amounts shall be charged the Contractor on outstanding repayments as set forth in s46.09 (4) (h) Milwaukee County General Ordinances. This provision shall survive the termination of this Contract regardless of the reason.

13. Contractor and Department mutually agree that Department or its agents, the Milwaukee County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Contract regardless of the reason.

14. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Department programs, or Fee-for-Service Provider Networks as a result of an investigation or audit conducted by Department or its agents, the Milwaukee County Division of Audit Services (DAS) , the Wisconsin Department of Health Services, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Contract regardless of the reason.

15. If the Department has waived the audit requirement for this Contract under Wisconsin Statute s.46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Contractor to receive Department funding under this Contract and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract. This provision shall survive the termination of this Contract regardless of the reason.

M. County Rights of Access and Audit.

The Contractor, Lessee, or other party to the contract, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties

performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Chapter Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

11. Affirmative Action, TBE Goals, Non-Discrimination and Equal Employment Opportunity

A. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

B. Targeted Business Enterprises.

Contractor shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.

Contractor shall use reasonable efforts to establish Targeted Business Enterprise ("TBE") participation goals, consistent with Milwaukee County TBE goals of seventeen percent (17%) for professional services, and to use good faith efforts to achieve those goals. The parties agree that no TBE goal has been established and no goal is required under this contract.

The Milwaukee County Community Business Development Partners shall assist Contractor in soliciting potential TBE vendors for the improvements and monitor such goal attainment. Contractor's contact regarding TBE participation is:

Milwaukee County Community Business Development Partners
633 W. Wisconsin Avenue, 9th Floor
Milwaukee, WI 53233
cbdp@milwaukeecountywi.gov

C. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action Goals.

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual

assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

12. Indemnity

A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the Department, and its agents, officers, and employees, from and against all loss or expense including costs and reasonable attorney's fees by reason of liability for damages including statutory benefits under Workers' Compensation laws, suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.

B. Contractor shall indemnify and save Department harmless from any award of damages and costs against Department for any action based on intellectual property infringement regarding materials, including, but not limited to, computer programs involved in the performance of the programs and services covered by this Contract.

C. Contractor agrees to indemnify Department for any amount(s) Department may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Contractor by Department under this Contract that the Department of Health Services determines to be overpayments or inappropriate payment.

13. Insurance

Contractor agrees to strictly comply with the insurance requirements set forth on Exhibit II.

14. Withholding of Payments

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

15. Contract Termination

A. Department or Contractor may terminate this Contract for any reason, with or without cause, following thirty (30) days written notice, unless an earlier date is determined by Department to be essential to the safety and well-being of the clients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 licensing. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party. In the event of termination, the Department will only be liable for programs and services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Contractor for use in completing this Contract.

B. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of programs and services. Upon such notification, Department and Contractor shall determine whether such inability to provide the required quality or quantity of programs and services will require a revision or early termination of this Contract.

C. Notwithstanding any other right of termination, Department reserves the right to immediately terminate, or reduce in scope, its obligations under this contract in the event that the sources of funding to the Department derived through State or Federal grants or contracts is terminated or reduced. This right of immediate termination for loss of funding applies even if Contractor has not been paid for services previously rendered.

D. Department reserves the right to withdraw any qualified recipient from the program, service, institution, or facility of the Contractor at any time when in the judgment of Department it is in the best interest of Department or the qualified recipient to do so.

16. Advertising and Media Requests

Contractor shall partner with Department in promoting their own services and the services offered by Department. All brochures, announcements, press releases, signage, and other items used to promote services provided through this Contract must acknowledge that Department

funds these services. Any requests for interviews with Media shall be reported to the Department prior to the interview taking place.

17. Coordination of Services

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

18. Client Contributions

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

B. Contractor agrees to report to Department all funds contributed by clients and to record and document such contributions consistent with the accounting requirements for other funds received and expended under this Contract.

C. Contractor agrees that any and all client contributions will be used as provided in the budget contained in Exhibit I or to provide additional services to eligible clients under this Contract in the same manner and at a cost equivalent to other services purchased through this Contract. Contractor further agrees that all funds raised through client contributions that remain unspent at the end of this Contract must be spent in a manner approved by Department or reimbursed to Department.

19. Modifications

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

20. Contract Renegotiation or Revision

A. This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.

B. This contract may be revised in a written amendment signed by the authorized representatives of both parties.

21. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture, or employer-employee relationship between Department or its successors or assigns and Contractor or its successors or assigns. In entering into this Contract and in acting in

compliance herewith, Contractor is at all times acting and performing as an independent contractor duly authorized to perform the acts required of it hereunder.

22. Subcontracts

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

23. Assignment Limitation

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

24. Resolution of Disputes

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

25. Prohibited Practices

A. During the period of this Contract, Contractor shall not hire, retain, or utilize for compensation, any member, officer, or employee of the Department of Aging representing Department or any person who to the knowledge of Contractor has a conflict of interest. No employee of the Department on Aging representing Department shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business.

B. Contractor shall furnish Department with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract.

C. Contractor attests that it is familiar with Milwaukee County's Code of Ethics (Chapter 9 of the General Ordinances of Milwaukee County) which states in part, "No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."

D. The use or disclosure by any party of any information concerning eligible clients who receive services from Contractor for any purpose not connected with the administration of Contractor's or Department's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

26. Certification Regarding Contractor Debarment or Suspension

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

By: _____ Date: _____

(Signature of Official Authorized to Sign Contract)

27. Certification Regarding Lobbying

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

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, land, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

By: _____ Date: _____

(Signature of Official Authorized to Sign Contract)

For: _____

(Name of Grantee)

_____

(Title of Grant Program)

28. Political Activity of Employees

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

29. Notices

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

30. Health Insurance Portability and Accountability Act of 1996

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

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

31. Contract Content

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

32. Approval

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

Department enters into this Contract as authorized under ss. 59.17 (2) (b) 4, 59.255 (2) (e), and 59.42 (2) (b) 5 Wisconsin Statutes. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting on _____.

Exhibit II

MINIMUM INSURANCE REQUIREMENTS

Insurance. Every contractor and all parties furnishing services or product to **Milwaukee County (Milw. Cty.)** or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

(1.) Commercial General Liability Insurance including contractual coverage:
The limits of this insurance for bodily injury and property damage Combined shall be at least:

Each Occurrence Limit	$1,000,000
General Aggregate Limit	$2,000,000
Products-Completed Operations Limit	$2,000,000
Personal and Advertising injury Limit	$1,000,000

(2.) Business Automobile Liability Insurance:
Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least $1,000,000 per accident for bodily injury and property damage combined.

(3.) Workers' Compensation Insurance:
Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.

(4.) Employers Liability Insurance:
Such insurance shall provide limits of not less than $500,000 policy limit.

(5.) Excess/Umbrella Liability Insurance:
Such insurance shall provide additional limits of not less than $5,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

Additional Requirements:

(6.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.

(7.) The insurance specified in (1.), (2.) and (5.) above shall: (a) name Milw. Cty. including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

(8.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.

(9.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

(10.) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

Mail to:

Milwaukee County Risk Management
633 W. Wisconsin Ave. Ste. 750
Milwaukee, WI 53203

EXHIBIT I

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

1.0 General Program Information

1.01 Program Title or Type of Service to be Provided: *Senior Center and meals programs*

1.02 Agency Name: *United Community Center*

1.03 Address of Primary Office: *1028 S. 9th St.*
Milwaukee, WI 53204

1.04 Phone Number *414-649-2840* FAX# *414-649-2824*

1.05 Office Hours *M-F 8:00 TO 4:00 PM* E-mail hhernandez@unitedcc.org

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

Name, Title *Mr. Ricardo Diaz* Signature

Name, Title *Mr. Juan A. Ruiz* Signature

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

Name, Title *Hector Hernandez / Elderly Program Director* Name, Title *Juan Ruiz / Deputy Director*

Phone and e-mail *414-649-2840 hhernandez@unitedcc.org* Phone and E-mail *414-389-5103 / Juan@unitedcc.org*

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

Public _____ Non-profit X Proprietary _____

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

1.09 Federal ID No. 39-1146191 State Tax Exempt No. 11043

1.10 Type of Request: New _____ Continuation X

1.11 Amount of Department on Aging Request: $ 264,187.00

1.12 Total Agency Budget: $ 26,447,032.50

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

1.14 Proposed Units to be Provided: N/A

3.0 Program Staffing Information - Positions Funded by Department on Aging, Match, or Other Resources

A.	B.	C.	D.	E.	F.						
					Staff Demographics (Check all that apply)						
Position Title	**% Full Time Equivalent**	**Salary and/or Wage Subtotal $**	**Fringe Subtotal $**	**Total All (C & D)**	**Female**	**Minority**	**Disabled**	**Age 45 - 54**	**Age 55 - 64**	**Age 65 - 74**	**Age 75+**
Site Supervisor	*1*	*$ 26,000.00*	*$ 8,840.00*	*$ 34,840.00*		*1*					
Deputy Director	*0.1*	*$ 28,500.00*	*$ 9,690.00*	*$ 38,190.00*		*1*			*1*		
Program Director	*0.1*	*$ 38,700.00*	*$ 13,158.00*	*$ 51,858.00*		*1*					
Floater	*1.25*	*$ 5,250.00*	*$ 1,785.00*	*$ 7,035.00*	*1*	*1*				*1*	
Executive Director	*0.05*	*$ 6,000.00*	*$ 2,040.00*	*$ 8,040.00*		*1*				*1*	
Program Asisitant	*1*	*$ 24,000.00*	*$ 8,160.00*	*$ 32,160.00*	*1*	*1*					
Program Asisitant	*0.7*	*$ 19,600.00*	*$ 6,664.00*	*$ 26,264.00*	*1*	*1*					
Secretary	*1*	*$ 24,000.00*	*$ 8,160.00*	*$ 32,160.00*	*1*	*1*					
Total: (Each Category)		*$ 172,050.00*	*$ 58,497.00*	*$ 230,547.00*	*5*	*9*			*1*	*2*	

Note: Total wage and fringe for all staff positions (Column E of 3.0 of Program Staffing Information) should match the total wage and fringe on Column 6 of the 4.0 Budget Summary, Personnel Subtotal.

Itemize below percentage of agency fringe benefit costs:

FICA	7.65%
Pension	6
Workers comp	1.65
Unemployment comp	1.25
Disability insurance	0.35
Health insurance	16
Life insurance	0.35
Other (specified)	0.45

3.1 Program Staffing Information: Wages and Benefits

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

Position Title	Hours Per Week	Annual Salary	Hourly Wage Rate	Fringe Benefit Category	Check if Employer Pays Fringe Benefit	County of Residence
Executive Director	2	$6,000.00	$57.70	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Deputy Director	12	$28,500.00	$45.68	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Program Director	38	$38,700.00	$20.68	Health Insurance	X	Waukesha
				Dental Insurance		
				Life Insurance	X	
Supervisor Site	40	$26,000.00	$12.50	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Program Asistant	40	$24,000.00	$11.54	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Program Asistant	28	$19,600.00	$13.47	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Recepcionist/Secretary	40	$24,000.00	$11.54	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Floater	10	$5,250.00	$10.10	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
				Health Insurance		
				Dental Insurance		
				Life Insurance		

3.2 Direct Service Staff Turnover and Vacancy

2020 Service Provider:
United Community Center

	I	II	III	IV	V	VI
Title of Program or Service Contract (Department on Aging)	Number of Direct Service Staff employed in contract on January 1, 2019	Number of staff listed in Column I who remained employed on July 1, 2019	Number of new employees replacing staff listed in Column I by July 1, 2019	Percent of Column I employees replaced by July 1, 2019 (Column III divided by Column I)	Staff listed in Column I whose positions were vacant on July 1, 2019	Percent of Column I positions vacant on July 1, 2019 (Column V divided by Column I)
Example: Transportation	10	7	2	20%	1	10%
Senior Center	3	3	0	0%	0	0%
Site Supervisor	3	3	0	0%	0	0%

Note:
Direct Service Staff are defined as persons employed under the contract whose job routinely brings them into contact with clients, either in person or over the telephone.

4.0 Program Budget Summary

Provider Name **United Community Center**

Contract Period 1/1/2020 to 12/31/2020
Program/Service Senior Center and Meals

ITEM	1 Department on Aging Request	2 Non-Federal Match (10% of Program Costs) Cash	3 In-Kind	4 Anticipated Program Revenue	5 All Other Program Resources	6 Program Total
1. PERSONNEL						
A. Wages & Salaries	$55,686.00		$14,593.00		$101,771.00	$172,050.00
B. Fringe (_____ %)	$8,565.00		$1,057.00		$48,875.00	$58,497.00
C. Other (Describe)						
SUBTOTAL	$64,251.00		$15,650.00		$150,646.00	$230,547.00
2. TRAVEL EXPENSES						
A. Local	$974.00					$974.00
B. Out of Town						
SUBTOTAL	$974.00	$0.00	$0.00	$0.00	$0.00	$974.00
3. FACILITIES EXPENSE						
A. Rent	$20,439.00				$16,618.00	$37,057.00
B. Utilities	$300.00					$300.00
C. Other (Describe)						
SUBTOTAL	$20,739.00	$0.00	$0.00	$0.00	$16,618.00	$37,357.00
4. OPERATING EXPENSES						
A. Office Supplies	$828.00				$200.00	$1,028.00
B. Consumable Supplies	$1,524.00				$500.00	$2,024.00
C. Telephone	$2,640.00				$600.00	$3,240.00
D. Postage	$397.00				$150.00	$547.00
E. Equipment	$481.00				$300.00	$781.00
F. Other (Describe)	$160,189.00				$133.00	$160,322.00
SUBTOTAL	$166,059.00				$1,883.00	$167,942.00
5. MISCELLANEOUS						
A. Office Supplies						
B. Consultant Fees					$200.00	$200.00
C. Audit	$1,225.00				$750.00	$1,975.00
D. Other (Describe)						
SUBTOTAL	$1,225.00				$950.00	$2,175.00
6. INDIRECT COSTS						
A. Indirect Costs (Form 4.1)	$10,941.00				$21,614.00	$32,555.00
B. Other (Describe)						
SUBTOTAL	$10,941.00				$21,614.00	$32,555.00
7. COLUMN TOTAL FOR ALL COSTS	$264,189.00		$15,650.00		$191,461.00	$312,300.00
8. TOTAL NON-FEDERAL						
9. PROFIT FACTOR						

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

** Indirect costs must be reported by agencies that provide more than one program, service, or activity.
Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs.

4.1 Indirect Cost Allocation Plan

Name of Agency United Community Center

If your agency provides only one kind of program, service or activity, and all costs are directly related to providing this program, service or activity, even if only partially allocated to the proposed Department on Aging program or service, you are not required to complete the Indirect Cost Allocation Plan.

Description of Item Costs	Total Agency Cost For Program	Department of Aging Program Costs For Program	Indirect Cost Rate (Max of 10%)
1. General Administration			
A. Salaries of Executive Officers			
B. Expenses of Executive Officers			
C. Personnel Administration			
D. Accounting	$32,555.00	$10,941.00	12.50%
E. Other (Describe)			
F. Other (Describe)			
G. Other (Describe)			
2. Buildings and Equipments			
A. Depreciation			
B. Use			
C. Operation			
D. Maintaining Facilities			
E. Other (Describe)			
F. Other (Describe)			
3. Communication Costs			
A. Advertising Costs			
B. General Communication Costs (Telephone, postage, etc.)			
C. Other (Describe)			
D. Other (Describe)			
E. Other (Describe)			
4. Other Indirect Costs			
A. Other (Describe)			
B. Other (Describe)			
C. Other (Describe)			
D. Other (Describe)			
TOTAL ALL INDIRECT COSTS Must total 10% or less of MCDA award	$32,555.00	$10,941.00	12.50%

Total Department on Aging Program Costs should be included on Line 6A of the 4.0 Budget Summary.

For allowability of certain selected items of cost, refer to Office of Management and Budget Circular A-122

4.2 Program Volume Data and Unit Rate Calculation

(Complete for Transportation or Persons with Developmental Disabilities programs only)

1. Name of Agency _____

2. Name of Program/Service _____

3. Number of Program Operating Days _____

4. Number of Program Operating Hours _____

5. Specific Type of Unit of Services _____
   (See Program Specifications/Guidelines for Unit of Service Definitions)

6. Estimated Total Number of Unduplicated Clients to be Served
   (Unduplicated clients counted only once no matter how many times served)

   Monthly _____

   Annually _____

7. State law requires that purchase of service contracts must specify the anticipated absenteeism rate under such contracts. The absenteeism rate is defined as the rate the overall purchase clientele is expected to be absent at the scheduled time without prior planning.

   Anticipated Monthly Absenteeism Rate _____ %

8. Total Cost of Program/Service $ _____
   (Include Department on Aging Request, Non-federal match, and Other Resources (4.0 Budget Summary)

9. Total Milwaukee County Department on Aging Units of Sevices for Entire Contract Period _____
   (Briefly describe the methodolgy used to determine total units of service)

10. Total Milwaukee County Department on Aging Request for Entire Contract Period *(This amount should be included in 4.0 Budget Summary, Column 1 and should also be included on the cover page, Exhibit I, Line 1.11)* $ _____

11. Unit Cost per Milwaukee County Department on Aging Funded Unit of Service $ _____
    (Divide Item Number 10, Total Milwaukee County Department on Aging Request, by Item Number 9, Total Milwaukee County Department on Aging Units of Service, with the unit cost shown on the cover page, Exhibit I, Line 1.13)

12. Other comments by applicant concerning client volume and cost of program/service. (Include in this section any unique characteristics of your agency and/or service which further clarify the amount and cost of service offered in this proposal. Attach any additional pages needed to answer this question.

7.0

Demographic Summary of Board of Directors/Agency Owners

Board Member Name	Gender		Age				Ethnicity						
	Female	Male	45 - 54	55 - 64	65 - 74	75+	American Indian Alaska Native	Asian	Black	Latinx	Native Hawaiian Other Pacific Islander	White	Multi-ethnic
Jose Olivieri		X		X						X			
Mary Alice	X				X							X	
Cristy Garcia-Thomas	X		X							X			
Bill Schwartz		X		X						X			
Mary Beth Berkes		X			X							X	
Michael Birnes	X		X									X	
Patty Cadorin	X				X							X	
Peter Coffey		X			X							X	
Pedro Colon		X	X							X			
Thomas Ellis		X		X								X	
Raquel Filmanowics	X		X							X			
Andy Flanckestein		X				X						X	
Chris Goller		X		X								X	
Scott Hawing		X		X								X	
Mike Kopichkie		X	X									X	
Susan Martin	X				X							X	
Felipe Muzquiz		X	X							X			
Bill O'toole		X		X								X	
Vicente Reynal		X	X							X			
Thomas Richman		X		X								X	
Maclovio Vega		X	X							X			
Patty Whaley	X			X								X	
Tom Zale		X		X								X	
Ricardo Diaz		X			X					X			

ATTACHMENT E

EEOC COMPLIANCE

2019 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

Affirmative Action Plan

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

Employees

CONTRACTOR certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: 300. CONTRACTOR certifies that

it has the following total number of employees in its workforce: 300.

Executed this 4th day of october, 2019

Firm Name: Lukischa Ramos

Address: 1028 S 9th St, Milwaukee WI, 53204

Representative: _____
(Signature/Title)