



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST FORM

Please complete a form for each new proposal review request.

Work Proposal Name:

Coggs Lease Amendment for State to Pay County to Install Card Readers

Date of Request:

10/7/19

Requesting Department:

DAS-ED

Department Contact Name:

Adam Stehly

High Org:

115

Low Org:

1191

Approval Signature of Department Head:

AaronHertzberg

Digitally signed by AaronHertzberg
Date: 2019.10.07 11:21:35 -0500

DESCRIPTION

Please provide a detailed description of the request:

According to State DHS/DMS, there is an imminent need to purchase and install secured access card readers at the Coggs location. In order to facilitate their ability to reimburse Milwaukee County, they have proposed an amendment to the current agreement. As presented, it would allow Milwaukee County to make the initial purchase, and DHS/DMS would then be able to reimburse in a timely fashion.

How will this proposal improve your operations, enhance customer service or otherwise benefit your department and the County?

Provides a more secure space at Coggs.

Desired Timeline:

Begin Date:

10/10/19

End Date:

10/31/19

Duration:

Anticipated Funding Source (select all that apply):

Requestor's Operating Budget

Capital Budget

Other (i.e. grants, donations, etc.; please describe):

State DHS payment through lease amendment

Request Involves:

Parks Property

BHD Property



COUNTY FACILITIES PLANNING WORK INITIATION REQUEST DETERMINATION

CFPSC ACTION FOR CFPSC USE ONLY

CFPSC Project Tracking #:

2019-027

TYPE OF REQUEST (Refer to paragraph 4.3 of the CFPSC charter for more details)

- | | | |
|---|---|---|
| <input type="checkbox"/> 1. Property Management | <input type="checkbox"/> 2. Move Management | <input type="checkbox"/> 3. Property Improvements |
| <input type="checkbox"/> 4. New Footprint | <input type="checkbox"/> 5. Contractual Obligations | <input type="checkbox"/> 6. Centralized Facilities Management Process Improvement |

CFPSC Review Comments:

FOR EASEMENTS ONLY

Reviewed & Recommended for Approval:

DAS — FM, AE&ES (Legal Description)

Director, DAS

Corporation Counsel

Note:

- Easements affecting lands zoned "Parks" require County Board approval.*
- Forward a copy of the recorded easement to AE&ES.*

CFPSC RECOMMENDATION

The County Facilities Planning Steering Committee reviewed this proposal on [redacted]. As evidenced by the authorized signature below, the County Facilities Planning Steering Committee recommends [redacted] approval of this proposal.

Chair or Vice-Chair:

County Facilities Planning Steering Committee

Date:



CONTRACT FOR SERVICES
between
State of Wisconsin Department of Health Services
and
Milwaukee County Department of Administrative Services
for
Appendix AL-2 to the State and County Lease Agreement (435-002)

This Contract is between the State of Wisconsin Department of Health Services (DHS), at 1 West Wilson Street, Madison, Wisconsin 53703, and Milwaukee County at 633 W. Wisconsin Ave., Suite 705 Milwaukee, WI 53203. With the exception of the terms being modified by this Contract modification, all other terms and conditions of the existing contract, including funding, remain in full force and effect. This Modification, including any and all attachments herein and the existing contract, collectively, are the complete contract of the parties and supersede any prior contracts or representations. DHS and the Contractor acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing contract as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

Contract ID Number: 435-002

Contract Amount: \$65,847.00

Contract Term: January 1, 2019 through December 31, 2019

Optional Renewal Terms: N/A

DHS Division: Division of Medicaid Services (DMS)

DHS Contract Administrator: Tonya Evans

DHS Contract Manager: Erik Hayko

Contractor Contract Administrator: Stuart Carron

Contractor Telephone: (414) 278-4940

Contractor Email: Stuart.Carron@milwaukeecountywi.gov

Modification Description: Amending agreement to add security card readers for access control on a total of 17 (seventeen) doors in the Coggs building (combining both base and alternate prices) as a one-time purchase. See proposed Attachment III for more details on what is included and its costs.

- Replace Attachment I (Shared Services and Staff) with the attached Attachment I (Shared Services and Staff).
- Replace Attachment II (Budget) with the attached Attachment II (Budget)
- Insert Attachment III (Card Reader Adds Proposal)

State of Wisconsin

Department of Health Services

Authorized Representative

Name: Julie A. Willems Van Dijk

Title: Deputy Secretary

Signature: _____

Date: _____

Contractor

Contractor Name: Milwaukee County Department of Administrative Services

Authorized Representative

Name: Stuart Carron

Title: Director

Signature: _____

Date: _____

DRAFT

A. SHARED SERVICES AND STAFF

The County will provide the following shared services and staff to assist the Department in its administration of the income maintenance programs under Wis. Stats., s. 49.78. Information on the cost components and allocation basis and other explanatory information on how rates were developed will be provided to the Department upon request.

All rates charged by the County to the Department shall be cost based, except that, as necessary, the County may bill using an interim rate. Such an interim rate may be based on anticipated costs and expected units of services. If the County bills using an interim rate, the interim rate shall be reconciled no less frequently than annually and shall be based on actual costs and units of service. The County will provide the Department with a reconciliation statement showing estimated amounts billed and actual charges. Amounts paid above the actual rates shall be promptly refunded by the County to the Department or, with the agreement of the Department, may be folded into a subsequent period's rate calculation.

1. Long Distance Telephone

The Department will reimburse the County for costs incurred and paid.

2. Enhanced Security

Enhanced security is additional security requested over and above the standard level stated in the provisions in the State and County Lease Agreement (435-002). The Department will reimburse the County for its share of enhanced security costs incurred and paid. The County must receive the Departments Contract Administrator's prior written approval before arranging for enhanced security.

Periodic reports detailing security incidents shall be forwarded by the County to the DHS Risk Manager at (DHSRiskManager@dhs.wisconsin.gov) and to the Department Contract Administrator as they are received by the County. Details on the report are to include:

- A. A description of the incident
- B. The actions taken
- C. The outcome.

Security items of a more immediate nature, such as those potentially impacting employee safety, should be disclosed by the County to the Department Contract Administrator and the DHS Risk Manager the same or next business day.

3. One time cost to add additional card readers (Attachment III)

BUDGET

Service Categories	January-December 2019
Enhanced Security 1/1/19-12/31/19	\$170,000.00
Long Distance Telephone	\$3,000.00
One Time Card Reader Project	\$65,847.00
Total	\$238,847.00



FIRE | SECURITY | ACCESS CONTROL | CCTV

PROPOSAL

Johnson Controls, Inc.
Milwaukee Branch
12000 W Wirth St, Suite 102
Wauwatosa, WI 53222
Tel. 414-405-5554
Fax: 414-259-2775

TO: Department of Health and Human Services
Attn: Kerry Williams

DATE: August 9, 2019

PROJECT DHHS Coggs Center Milwaukee – Card Reader Adds

BASE PRICE.....\$ 57,491.00

- Provide and install access control on (13) doors as determined by drawing sent to JCI – drawing attached for reference
- Price includes all required door devices, electric door strikes, panels, and power supplies with battery backup
- Price includes 110VAC circuit installation and LAN drop for panels
- Price includes programming, commissioning, job tailored drawings, system test and checkout.
- Price includes freight and 1-year labor and material warranty.

ALTERNATE PRICE – 4 Additional Doors.....\$ 8,356.00

- This price is contingent on work being performed at time of base installation

The following is NOT included in the above pricing:

- Premium time – all work to be completed during normal business hours
- Perm its – if required
- Electric crash bars, maglocks, and fire alarm release if required
- Upgrade of P2000 software – will be quoted separately if required

(IMPORTANT: This proposal incorporates by reference the terms and conditions attached.) This proposal is hereby accepted and Johnson Controls is authorized to proceed with the work; subject, however, to credit approval by Johnson Controls, Inc., Milwaukee, Wisconsin.

This proposal is valid for:
30 DAYS

Purchaser

JOHNSON CONTROLS, INC.

Signature

Name: _____

Title: _____

Company Name _____

PO#: _____

Date: _____

Name: Scott Galaszewski

Title: Sales Engineer

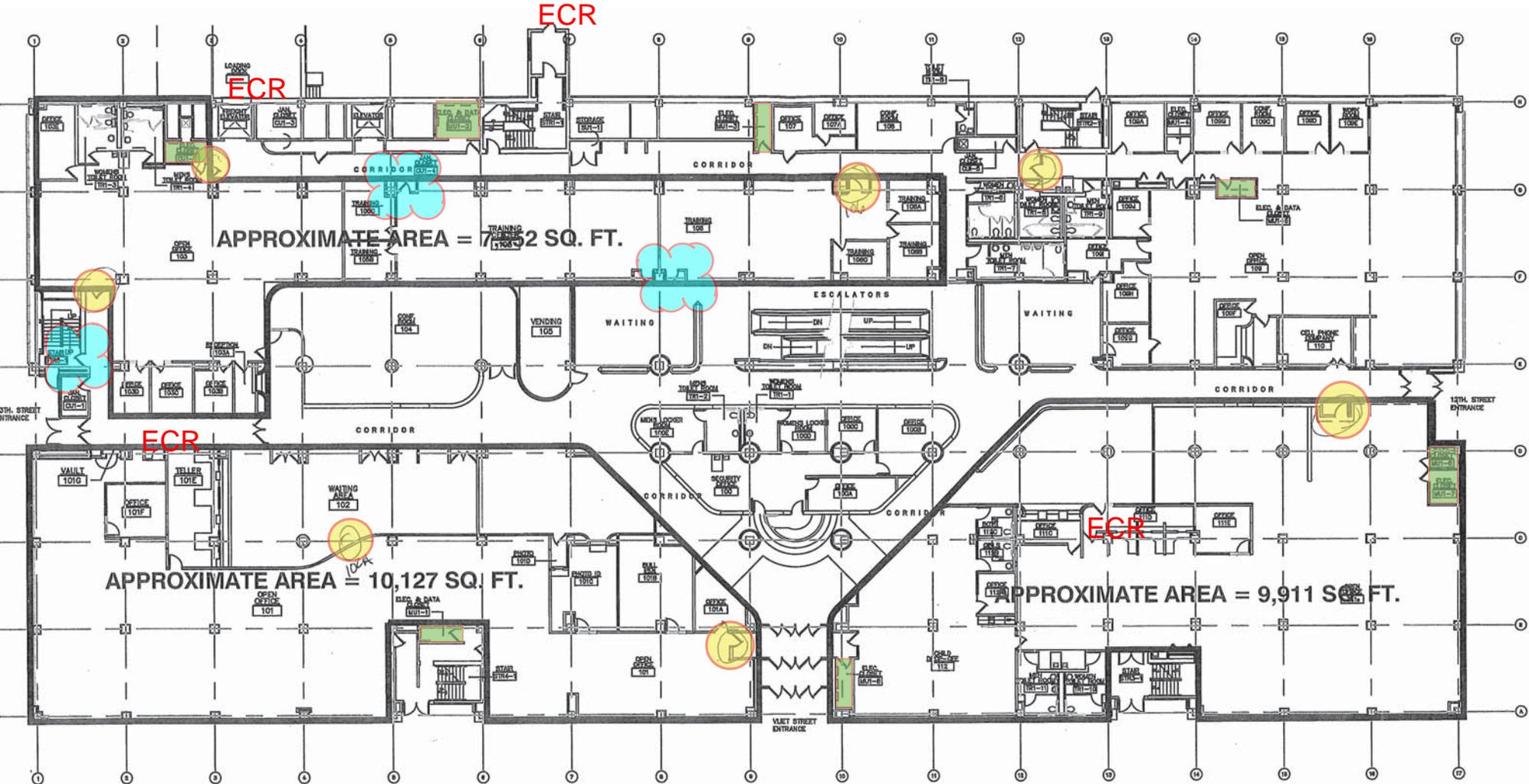
Cell: 414 405 5554

PROPOSED BY: Scott Galaszewski, Sales Engineer
Scott.r.Galaszewski@jci.com

BILL OF MATERIALS – AS LISTED OR EQUIVALENT

<u>Base Project</u>		
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
13	1076C	SENSOR,DOOR POSITION 3/4 W/ST SPDT
13	DS-160	MOTION DETECTOR,REX
13	HID-RP40N	HID RP40 BLK CABLE
13	HE-830010403	8300 COMPLETE DOOR STRIKE - 801/ 801A FP
1	SPA1B400-2E10	PNL CK721A 4 RDR2SA 30X42
2	SEC-ENC2024WDP	SECURITY ENCLOSURE 20X24
4	S300-DIN-RDR2SA	READER INTFC, 2 READER
2	S300-DIN-L-PS	POWER SUPPLY,PANEL,LARGE
2	S300-DIN-BRK	BRACKET KIT,BATTERY,DIN
1	AL1024ULACMCB	10 AMP 8 OUTPUT PWR SPLY
14	S300-BAT	BATTERY,12V/7AMP HR

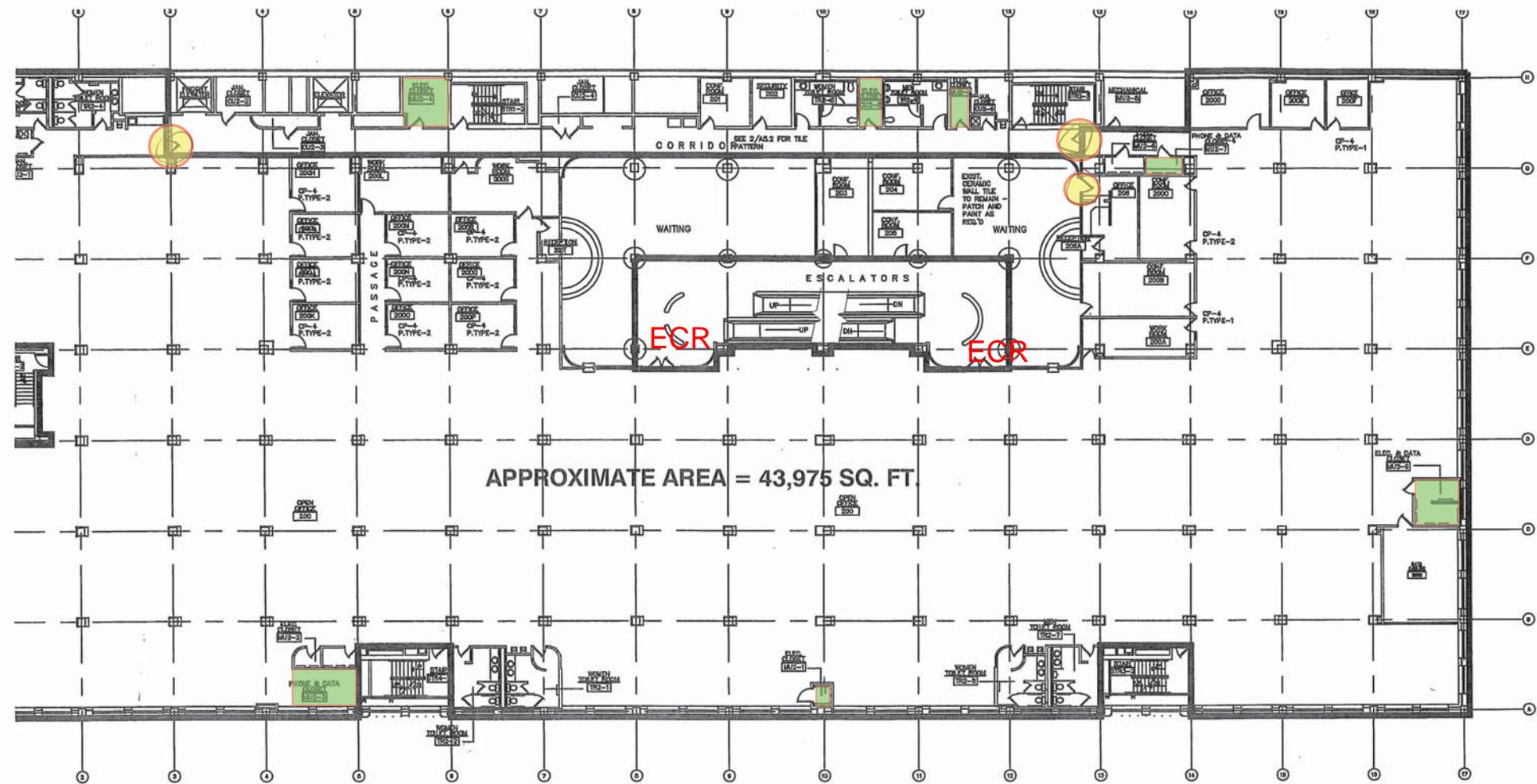
<u>Additional 4 Doors</u>		
<u>Qty</u>	<u>Part Number</u>	<u>Description</u>
4	1076C	SENSOR,DOOR POSITION 3/4 W/ST SPDT
4	DS-160	MOTION DETECTOR,REX
4	HID-RP40N	HID RP40 BLK CABLE
4	HE-830010403	8300 COMPLETE DOOR STRIKE - 801/ 801A FP
1	S300-DIN-RDR2SA	READER INTFC, 2 READER
1	AL1024ULACMCB	10 AMP 8 OUTPUT PWR SPLY
2	S300-BAT	BATTERY,12V/7AMP HR



Blue Cloud depicts added reader

Yellow circles depict card reader locations

EXISTING FLOOR PLAN - FIRST FLOOR
APPROXIMATE AREA = 27,591 SQ. FT.



APPROXIMATE AREA = 43,975 SQ. FT.

Yellow circles depict card reader locations

**EXISTING FLOOR PLAN - SECOND FLOOR
APPROXIMATE AREA = 43,975 SQ. FT.**

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Plastering, patching and painting are excluded. "In-line" duct and piping devices, including, but not limited to, valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Johnson, shall be distributed and installed by others under Johnson's supervision but at no additional cost to Johnson. Purchaser agrees to provide Johnson with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Johnson agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge Johnson for any costs or expenses without Johnson's written consent.
Unless specifically noted in the statement of the scope of work or services undertaken by JCI under this agreement, JCI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCB's discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by JCI shall not operate to compel JCI to perform any work relating to Hazards without JCI's express written consent.
2. **INVOICING & PAYMENTS.** Johnson may invoice Purchaser monthly for all materials delivered to the job site or to an off site storage facility and for all work performed on-site and off-site. Ten percent (10%) of the contract price is for engineering, drafting and other mobilization costs incurred prior to installation. This 10% shall be included in Johnson's initial invoice. Purchaser agrees to pay Johnson the amount invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If Johnson's invoice is not paid within 30 days of its issuance, it is delinquent.
3. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of Johnson, then in the case of permanent unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, Johnson shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
4. **WARRANTY.** Johnson warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by Johnson, for a period of ninety (90) days from installation. Johnson warrants that for equipment furnished and/or installed but not manufactured by Johnson, Johnson will extend the same warranty terms and conditions which Johnson receives from the manufacturer of said equipment. For equipment installed by Johnson, if Purchaser provides written notice to Johnson of any such defect within thirty (30) days after the appearance or discovery of such defect, Johnson shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Johnson shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY.** Johnson shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES.** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Johnson or, alternatively, shall provide Johnson with acceptable tax exemption certificates. Johnson shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **DELAYS.** Johnson shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Johnson's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of John, etc.
8. **COMPLIANCE WITH LAWS.** Johnson shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
9. **DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
10. **ATTORNEYS' FEES.** Purchaser agrees that he will pay and reimburse Johnson for any and all reasonable attorneys' fees which are incurred by Johnson in the collection of amounts due and payable hereunder.
11. **INSURANCE.** Insurance coverage in excess of Johnson's standard limits will be furnished when requested and required. No credit will be given or premium paid by Johnson for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Johnson unless accepted by Johnson in writing.

STATE OF WISCONSIN
Department of Health Services
Division of Medicaid Services

State Copy _____
County Copy _____

Appendix AL-2 to the State and County Lease Agreement (435-002)

It is further understood and agreed to by both parties through this attachment to the State and County Lease Agreement (435-002) that:

I. Funds Provided/Period Covered/Contract Administrator

Funds in the amount identified in this Contract are provided for the period January 1, 2019 through December 31, 2019.

The Department of Health Services (DHS)/Division of Medicaid Services (DMS) (hereinafter the "Department") Contract Administrator responsible for the administration of this Appendix is Tonya C. Evans at the following address:

Department of Health Services
Division of Medicaid Services
Attn: Tonya C. Evans, Miles Bureau Director
1220 West Vliet Street
Milwaukee, WI 53205

In the event that the Contract Administrator is unable to administer this Appendix, the Department will notify the Milwaukee County Department of Administrative Services, Facilities Management Division (hereinafter the "County") FMD Director and designate a new Contract Administrator.

The Department Contract Manager is Erik Hayko at the following address:

Department of Health Services
Division of Medicaid Services
Attn: Erik Hayko, DMS/BOC Contracts Section Chief
1 W. Wilson Street
Madison, WI 53703
DHSDHCAACONTRACTS@dhs.wisconsin.gov

The Milwaukee County Facilities Management Division Director is the Contract Administrator responsible for administering the County's activities under this Appendix. The address is:

Milwaukee County Department of Administrative
Services
Facilities Management Division
Attn: FMD Director
633 W. Wisconsin Ave., Suite 705
Milwaukee, WI 53203

In the event that the County Contract Administrator is unable to administer this Appendix, the County will notify the Department and designate a new County Contract Administrator.

II. Purpose and Service Conditions on the Use of the Additional Funds

This covers the County's responsibilities to perform certain administrative functions for the

public assistance programs that the Department administers in Milwaukee County and covers the Department's responsibilities to reimburse the County for those functions. If any of the terms of this Appendix or its attachments are in need of interpretation, the language and intent of Wis. Stats., §49.78 and §49.825 will control that interpretation.

In addition, if any terms in this Appendix or its attachments conflict with provisions in the State and County Lease Agreement (435-002), the terms in this Appendix will take precedence.

Failure to meet these purposes and conditions will result in the loss of these funds by the County. The County will then be responsible for repayment to the Department.

III. Fiscal and Member Reporting on the Use of the Additional Funds

The County will claim the funds spent through invoices submitted to the Department. The Department will be responsible for processing payment of all allowable expenses on received invoices.

IV. Payment Procedures

All payable invoices for shared services must be sent to the Department's Bureau of Operational Coordination (BOC) Fiscal Department at DHSDHCAABOCInvoice@dhs.wisconsin.gov within 30 days after the month in which the services were provided. A final invoice is required no later than February 15, 2020 for services provided January 1, 2019 through December 31, 2019. Questions and communication regarding invoices and payments shall be directed to DHSDHCAABOCFiscal@dhs.wisconsin.gov.

V. County Responsibilities

- A. A detailed description of the services to be performed by the County is provided in Attachment I to this Appendix.
- B. The County will comply with all state and federal laws applicable to the services under this Contract, with particular respect to privacy laws.

VI. Funds Provided/Fiscal Conditions on the Earnings of the Additional Funds

The Department will reimburse the County for allowable costs in amounts not to exceed the budget lines in Attachment II to this Appendix. The Department will not reimburse the County for any incurred costs above the budget lines in Attachment II unless:

- A. The Appendix is amended increasing the appropriate budget line.
- B. The Department has provided prior written approval as noted in Section IX. C. 2. below.

VII. Payment for Services

- A. Payments for services will be processed after the approval of

appropriately executed invoice.

- B. The County shall submit a monthly invoice that indicates the amounts billed for each category as shown on Attachment II.

VIII. Reporting

- A. The County shall comply with reporting requirements as directed by the Department that are reasonably necessary to determine County compliance under this Appendix AL-2. Any required reports shall be forwarded to the Department's Contract Administrator according to the schedule provided by the Department.
- B. At the request of the Department, the County will clarify required reports or answer any questions at any time during the contract period or within three (3) years of the conclusion of this Contract.

IX. Procurement and Subcontracting

- A. Applicable Law

The Department and County both agree to conduct all procurement transactions in a manner consistent with all applicable federal and state requirements.

- B. County Responsibility

The County remains responsible for performance of any service under this Appendix AL- 2 and its attachments that are contracted.

- C. Subcontracting

The County may subcontract for some or all of the services covered by this Appendix AL- 2 and its attachments. Subcontracts must adhere to Wis. Stats. s. 46.036 and the Department's policies and procedures.

1. For subcontracting, where there will no additional cost to the Department, the County will notify the Department in a timely manner, but does not otherwise need prior written approval, of subcontracts for services related to space and occupancy.
2. For subcontracting, where there may be an additional cost to the Department, the County must receive the Department's Contract Manager's prior written approval.

The County shall establish instructions and monitoring procedures to ensure each subcontractor complies with this Appendix AL-2 and its attachments, applicable state and federal laws, rules and regulations and the Department's policies and procedures.

Prior to signing a subcontract with a "related party" as defined in the Department's Financial Management Manual, and regardless of the subcontract approval procedure used, the County shall notify the Department's Contract Manager in writing of any

such proposed subcontract.

X. Disputes

Notwithstanding the provisions of this Contract, the County's sole and exclusive method of resolving any dispute or controversy arising out of or relating to this Appendix AL-2 and its attachments shall be the complaint process provided in this Article.

The County may address a written complaint to:

Division of Medicaid Services
Attn: Division Administrator
1 West Wilson Street, Room 350
P.O. Box 309
Madison, WI 53701-0309

The Division Administrator shall respond in writing within 15 business days, or as soon as possible, to resolve the complaint. If the Division Administrator is unable to respond to the complaint within 15 business days, the Division Administrator shall notify the County within 15 days of the date by which a response can be expected. If the County is not satisfied with the response, the County may request a review of the response by the Wisconsin Division of Hearings and Appeals (DHA). The request must be filed with DHA within 15 calendar days of the date of the Division Administrator's response. The Division of Hearing and Appeals shall conduct the hearing as if it were a Class 3 case hearing under Wis. Stats., Chapter 227 and prepare a proposed decision. The County and the Division shall have the opportunity to file objections and comments within 10 calendar days of the date of the proposed decision. The DHA will forward the proposed decision and all objections and comments to the Department's Secretary for final decision. The decision of the Department's Secretary shall be binding on all parties and not subject to Chapter 227 judicial review.

The State of Wisconsin Department of Health Services/Division of Medicaid Services and the County of Milwaukee hereby agree with the terms and conditions of "Appendix AL-2 to the State and County Lease Agreement (435-002).

DocuSigned by:
Julie A. Willem's Van Dijk
C778AE357814413...
Julie A. Willem's Van Dijk
Deputy Secretary
Department of Health Services

4/26/2019

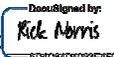
Date

DocuSigned by:
Stuart Carron
028D0113CDB7473
Stuart Carron, Director
Milwaukee County Department of Administrative Services
Facilities Management Division

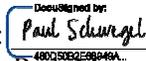
4/19/2019

Date

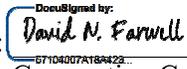
Approved with regards to County Ordinance Chapter 42:

By:  Date: 4/19/2019
Rick Norris
Community Business Development Partners

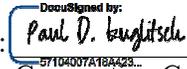
Reviewed By:

By:  Date: 4/26/2019
Risk Management
Paul Schwegel

Approved for execution:

By:  Date: 4/23/2019
Corporation Counsel
David N. Farwell

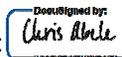
Approved as to Wis. Stats. 59.42

By:  Date: 4/26/2019
Corporation Counsel
Paul D. Kuglitsch

Approved: As to adequacy of funds (with submitted Form 1684 R4)

By:  Date: 4/19/2019
Scott Manske
Comptroller

Approved:

By:  Date: 4/22/2019
Chris Abele
County Executive

A. SHARED SERVICES AND STAFF

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BUDGET

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Total	\$173,000.00