

**PROFESSIONAL SERVICE CONTRACT  
BETWEEN BAKER TILLY U.S. AND MILWAUKEE COUNTY**

This Contract between Milwaukee County, a Wisconsin municipal body corporate (hereinafter called the “County”), represented by its Information Management Services, Department of Administrative Services (“IMSD”), and Baker Tilly U.S. (hereafter called “Contractor”), is entered into as of November 1, 2022 (“Contract Effective Date”).

**1. ORDER OF PRECEDENCE.**

The Contract includes multiple documents. These documents are listed below in order of precedence and are incorporated by reference herein. The Parties shall follow the order below when resolving any inconsistencies between the documents any Exhibits, Schedules or attachments thereto:

- 2.1 This Professional Service Contract
- 2.2 Milwaukee County Request for Proposal # 2022-006 (the “RFP”)
- 2.3 Contractor’s Proposal, dated June 8, 2022 (the “Proposal” and/or “Response to RFP-2022-006”)
- 2.4 Milwaukee County Acceptable Use of Information Technology Directive for Vendors (Exhibit 2)
- 2.5 Milwaukee County Remote Network Access Directive for Vendors (Exhibit 3)
- 2.6 County Travel Policy for Vendors (Exhibit 4)
- 2.7 County COVID-19 Response Preparedness Plan Checklist (Exhibit 1)

**2. SCOPE OF SERVICES.**

2.1 **Services.** Contractor shall perform all of the tasks as set forth in the Proposal and the RFP. Specifically Contractor to analyze various County business departments and IMSD processes for the purpose of developing a digital transformation roadmap for the County to move from traditional processes to a more automated and digital processes.

2.2 **Reports.** Contractor shall provide written progress reports to the County on a biweekly basis. Upon completion of the Contract, Contractor shall provide electronic copies of the final report. Contractor shall make 3 to 5 oral presentations concerning the final report, as agreed by the Parties, at times and locations selected by the County.

**3. STAFFING.**

3.1 **Qualification.** The following key engagement team members shall be assigned by the Contractor for this engagement and will devote the level of effort necessary to fulfill the services/role listed below and/or represented in the Proposal:

<b>Name</b>	<b>Title/Position/Service</b>	<b>Estimated Hours</b>
John Runte	Principal – Digital Transformation Principal and Executive Leadership	

Caitlin Humrickhouse	Director – Public Sector Leadership
Seth Cooper	Director – Digital Transformation Engagement Lead
Steven Shutt	Consulting Experienced Manager – Digital Transformation Program Manager
Tiffany McCoy	Manager, Risk Advisory
Christopher Strom	Senior Consultant, Public Sector

Below are the estimate hours to complete the engagement and will provide status updates throughout the project if estimated hours change.

ESTIMATED HOURS											
Phase	Activity Description	John Runte Principal (DIG)	Caitlin Humrickhouse Director (PS)	Seth Cooper Engagement Lead (DIG)	Steven Shutt Lead PM (DIG)	Tiffany McCoy Manager (PS)	Christopher Strom Analyst (PS)	SysLogic Tech. Analysts (SL)	SysLogic Tech. Architect (SL)	Glenn Theriault Tech. Analyst (CA)	Total
1	Project initiation	4.20	4.20	8.80	29.20	20.80	20.80	0.00	0.00	0.00	88.00
2	Current state	6.96	6.96	68.93	96.05	108.78	108.78	238.73	11.00	81.12	727.30
3	Future state definition	5.20	5.20	29.95	44.95	41.75	37.75	129.84	22.40	32.56	349.60
4	Build roadmap	5.40	5.40	46.52	50.60	27.00	27.00	78.40	24.00	56.00	320.32
	Project management	4.80	4.80	45.60	72.00	9.60	199.20	0.00	0/00	0.00	336.00

\*DIG = Baker Tilly Digital; PS = Baker Tilly Public Sector; SL = SysLogic; CA = ChangeArrow Management Solutions;

Contractor shall provide, at its own expense, all personnel required in performing the services under this Agreement. The Contractor specifically assures that in accordance with the applicable professional standards, the organization and all personnel assigned to this engagement are free from personal or external impairments to independence, is/are organizationally independent and shall maintain an independent attitude and appearance.

**3.2. Replacement.** Contractor shall not replace any of the above named persons without the prior approval of the County, which approval shall not be unreasonably withheld. Any proposed replacement of listed personnel shall be by persons of equal qualifications. If the successor to said position(s) cannot be mutually agreed upon, the County shall have the right to terminate this Agreement upon thirty (30) days notice. Contractor agrees that the above named persons shall not, during the Term of this Agreement, provide any similar service in connection with any other contracted services entered into and between the County and the Contractor without the express written consent of the County, which approval shall not be unreasonably withheld.

**3.3 Subcontracting and Contractor’s Agents.** Contractor shall have a written and enforceable agreement in place with each of its subcontractors that will enable Contractor to perform its obligations under this Contract. Agents used or supplied by Contractor in the performance of any Services are employees or agents of Contractor, and under no circumstances are such individuals to be considered employees of County. Contractor shall have the sole responsibility for the conduct of its personnel and agents, and for payment of its personnel’s

and/or agent's entire compensation, including salary, withholding of income and social security taxes, workers' compensation, employee and disability benefits and the like. Contractor shall be responsible for all employer obligations toward all of its personnel and/or agents under all applicable laws and all of County's policies.

**3.4 Provision of Workspace and Materials.** County agrees to provide mutually agreed upon and reasonable work and meeting space, general office supplies, and access to printing and copying equipment as needed for Contractor's personnel while working at County's facilities. Contractor shall provide all materials needed by Contractor's personnel in connection with the performance of Services under this Contract at no additional expense to County.

#### 4. **TERM AND TERMINATION.**

**4.1 Term.** The Term of this Contract shall commence on the Contract Effective Date and shall continue in full force and effect until eight (8) months from the Contract Effective Date, unless terminated in accordance with this Section.

**4.2 Termination.** The Parties may terminate this Contract as detailed in this Section. Upon termination of this Contract for any reason, the County shall retain any and all fully vested rights that exist on the effective date of that termination.

**4.2.1 Termination by Contractor.** Contractor may, at its option, terminate this Contract upon the failure of the County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate, undisputed billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination.

**4.2.2 Termination by County for Violations by Contractor.** If the Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, the County shall there upon have the right to terminate it by giving thirty (30) days written notice of termination of Contract, specifying the alleged violations, and effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. This period to cure, however, will not be required to delay termination of this Contract where the breach involved is one which Contractor cannot cure within the prescribed cure period or is one which is impossible to cure. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

**4.2.3 Unrestricted Right of Termination by County.** The County further reserves the right to terminate the Contract at any time for any reason by giving Contractor thirty (30) days written notice of such termination. In the event of said termination and upon receipt of notice of termination, the Contractor shall reduce its activities hereunder as mutually agreed to by the Parties. Upon said termination, Contractor shall be paid for all services rendered through the date of termination. This section

also applies should the Milwaukee County Board of Supervisors fail to appropriate additional monies required for the completion of any services under the Contract.

- 4.2.4 **County's Retention of Rights.** County shall retain any and all fully vested rights that exist on the effective date of termination. In the event that County terminates this Contract, County's liability and Contractor's exclusive remedy will be limited to County paying Contractor for Services and Deliverables completed in accordance with the terms of this Contract, provided, however, that such payment will not exceed the unpaid amounts due as agreed by the Parties herein.

5. **EFFECT OF TERMINATION.**

5.1 **Survival of Obligations.** All obligations relating to non-use and non-disclosure of Confidential Information, County Data, payment, limitation of liability, indemnity, and such other terms which by their nature survive termination, will survive termination of the Contract.

6. **COMPENSATION.**

6.1 **Compensation.** Contractor shall be compensated for services performed under the Contract at the amounts listed in its Proposal. County shall pay all invoices, within thirty (30) days upon receipt of invoice via email. If there is any contested bill, the County shall pay the uncontested amount within thirty (30) days.

6.1.1 Fees shall not exceed the amounts agreed upon by the Parties, \$478,131 (fees) and \$20,000 (travel expenses), unless agreed upon by the Parties in writing.

6.1.2 Final payment of amounts retained by the County shall be made after presentation of the final report to the County.

6.2 **Invoices.** All invoices submitted by Contractor shall set forth the following information:

- 6.2.1 the Effective Date of the Contract,
- 6.2.2 County's purchase order number, if applicable,
- 6.2.3 an invoice number and invoice date,
- 6.2.4 remittance name and address,
- 6.2.5 name, title and phone number of Contractor's contact for notification in the event of a defective or inaccurate invoice,
- 6.2.6 detailed itemization of items and expenses being billed,
- 6.2.7 the date due; and,
- 6.2.8 amount being billed.

6.3 **Invoice Delivery Address.** All invoices along with the supporting documents, as required in the Contract, shall be sent by email and postal mail to both of the following addresses:

**Milwaukee County**  
**Attn: Accounts Payable**  
901 N. 9th Street, Room 301  
Milwaukee, WI 53233  
APinvoices@milwaukeecountywi.gov

With a copy to:

**Milwaukee County DAS-IMSD**

**Attn: IMSD Invoices**

633 W. Wisconsin Avenue, STE 1100

Milwaukee, WI 53203

[IMSDinvoices@milwaukeecountywi.gov](mailto:IMSDinvoices@milwaukeecountywi.gov)

6.4 **Invoice Disputes.** If County has a dispute with an invoice, County shall notify Contractor of any disputed fees within forty-five (45) days of the invoice receipt date. Promptly after the written request of either Party, each of the Parties will appoint a designated representative to meet promptly in person or by telephone to attempt to resolve in good faith any dispute concerning any invoice. Such designated representatives should resolve the dispute within five (5) business days after the initial request, and if not resolved within five (5) business days either Party may request that this is re-evaluated by Contractor's management and management of the County. Contractor and County management shall meet either in person or by telephone to resolve the dispute in good faith within fifteen (15) days after the request to ensure that the invoice is paid promptly.

6.5 **Taxes.** County is exempt from state and local taxes. Any invoices submitted by Contractor should be without such taxes. Contractor shall be responsible for all federal, state and local permits, licenses, and fees, together with all governmental filing related thereto, which arise out of the performance of services or delivery of Contractor's Services hereunder, or which arise as a result of fees paid hereunder. County will provide Contractor with a valid tax exemption certificate upon written request.

6.7 **Payment Does Not Imply Acceptance or Waiver of Rights.** The making of any payment by County, or receipt thereof by Contractor, shall not imply waiver of any representations or warranties or requirements of the Proposal or the Contract.

6.8 **Travel Expenses.** The County agrees to reimburse Contractor for any travel and lodging expenses incurred in connection with the performance of Services as outlined in the Proposal and in accord with the County Travel Policy for Vendors which is attached hereto as Exhibit 4 and incorporated by reference herein. Expenses shall be submitted to the County for prior approval. Contractor should use sound business judgment in both determining the need for travel as well as in expending financial resources when travel is required. County will not unreasonably withhold approval of said expense. All expenses submitted by Contractor for reimbursement to County must be documented by receipt or paid invoice with the exception of meals which will be paid as set forth in Exhibit 4.

7. **OWNERSHIP OF DATA.**

7.1 Upon completion of the work or upon termination of the Contract, it is understood that all completed or partially completed data, drawings, records, computations, survey information, and all other material that Contractor has collected or prepared in carrying out this Contract shall be provided to and become the exclusive property of the County. Therefore, any reports, information and data, given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of County.

7.1.1 Notwithstanding the foregoing, Contractor will maintain all ownership right, title and interest to all of Contractor's Knowledge. For purposes of this Contract "Contractor's Knowledge" means Contractor's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Contractor prior to the Effective Date of this Contract ("Contractor's Preexisting Knowledge") (2) developed or obtained by Contractor after the Effective Date, including during the course of providing services under this Contract, but: (i) which are developed or obtained without using County's Confidential Information, or (ii) which County has not paid for such development; and (3) extensions, enhancements, or modifications of Contractor's Preexisting Knowledge which do not include or incorporate County's Confidential Information. To the extent that any Contractor Knowledge is incorporated into the Deliverables, Contractor grants to County a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Contractor Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Contractor.

7.2 No reports or documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor.

7.3 Upon termination or expiration of the Contract, Contractor agrees to, at no additional cost to County, immediately return all County Data in its systems, and/or Service, in a machine-readable format mutually agreed upon by both Parties.

## 8.. **MAINTENANCE OF RECORDS AND COUNTY'S RIGHT TO AUDIT.**

8.1 **Maintenance of Records.** Contractor shall maintain accurate and complete documents and records relating to charges under the Contract and documents relating to confidentiality, subcontracts, and intellectual property ownership. All financial records shall be maintained in accordance with generally accepted accounting principles. All such documents and records shall be kept and maintained by Contractor and shall be made available to County during the term of the Contract and for a period of three (3) years thereafter.

8.2 **County's Right to Audit.** The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and any other party the Audit Services Division may name, with prior written notice, to audit, examine and make copies of any and all records of the Contractor related to the terms and conditions 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, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

## 9. **AFFIRMATIVE ACTION AND NON-DISCRIMINATORY CONTRACTS.**

9.1 The Contractor assures that it will undertake an affirmative action program as required by MCCO 56.17(1d), to ensure 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 MCCO

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 MCCO 56.17(1d), to the same effect.

9.2 **Compliance with MCCO §56.17(1a).** 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.

9.3 **Compliance MCCO §56.17(1d).** 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/their responsibility to show that he/she/they has met all such requirements.

9.4 **Violations.** 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.

## 10. **TARGETED BUSINESS ENTERPRISES.**

10.1 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.

10.2 Contractor shall adhere to the approved TBE participation plan contained in this Contract, which assures that **seventeen** percent (17%) of the Contract be attributed to a firm certified by the County or an entity whose certification is recognized by the County throughout the term of this

Contract. Approval must be obtained from the County prior to making any change(s) to the approved DBE participation plan.

10.3 The Parties agree that no TBE goal has been established and no goal is required under this Contract.

**11. INDEMNITY AND LIMITATION ON DAMAGES.**

11.1 Indemnity. Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, County, and its agents, officers and employees (each a "Covered Person"), from all claims, demands, liability, losses, damages and causes of action arising out of its performance of this Contract relating to property damages, bodily injury or death caused solely by the Contractor including their negligent acts or omissions.

11.2 Contractor shall indemnify and save the County harmless from any award of damages and costs against County for any action based on U.S. patent or copyright infringement regarding computers programs involved in the performance of the tasks and services covered by this Contract.

11.3 The County shall indemnify and save harmless the Contractor from all claims, demands, liability, losses, damages and causes of action arising out of its performance of this Contract relating to property damage, bodily injury or death caused solely by the County, including their negligent acts or omissions.

11.4 Limitation on Damages. Neither Party shall be liable to the other party for consequential, indirect, lost profit, punitive or similar damages relating to the services provided under this Contract. The liability (including attorney's fees and all other costs) of the Contractor and its present or former partners, principals, agents or employees for damages relating to the services performed under this Contract shall not exceed the fees paid to the Contractor for the portion of work to which the claim relates, except to the extent such liability resulted from intentional, willful, or fraudulent misconduct.

**12. INSURANCE.**

Every contractor and all parties furnishing services or product to the County or any of its subsidiary companies must provide the County with evidence of insurance . In no way do these minimum requirements limit the liability assumed elsewhere in the Contract and Contractor shall be fully responsible for any subcontractor's provision Services under this Agreement. All parties shall, at their sole expense, maintain the following insurance:

**12.1 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



**12.2 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 combined single limit for bodily injury and property damage combined.

**12.3 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.

**12.4 Employers Liability Insurance:**

Such insurance shall provide limits of not less than \$500,000 policy limit.

**12.5 Professional Liability/Errors and Omissions:**

This insurance shall insure the professional services of the Contractor for the scope of services to be provided under this Contract. Such insurance shall provide limits of not less than \$5,000,000 per occurrence.

**12.6 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 (12.1), (12.2), and (12.4) above.

**12.7 Additional Requirements:**

12.7.1 Contractor shall require all its contractors, and subcontractors to carry insurance, and these contractors, subcontractors shall also comply with the additional requirements listed below, as applicable.

12.7.2 The insurance specified in General Liability and Automobile Liability above shall: (a) name Milwaukee County, 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. Milwaukee County shall be listed as a "Certificate Holder" on the Professional Liability/Errors and Omissions insurance certificate.

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

12.7.4 Except where prohibited by law, the Commercial General Liability, Automobile Liability and Workers' Compensation insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milwaukee County, its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.

12.7.8 Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Contract and thereafter upon the

renewal of any of the policies. Contractor shall provide Milwaukee County 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 Contract. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

**Mail to:**

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

16. **CONFIDENTIALITY.**

Contractor agrees that all work product and oral reporting shall be provided only to or as directed by the individual who is signing this on behalf of the County department, below, and not any other person or entity, including any other County employee or official. Contractor further agrees that, aside from obligations under the public records law as more fully described herein and as determined in cooperation with the County, Contractor shall maintain all materials and communications developed under or relating to this Contract as confidential and shall disclose them only to or as directed by the individual who is signing this Contract on behalf of the County department, below. Contractor understands that breach of confidentiality, especially regarding information that is not subject to public records law disclosure, may harm or create liability for the County and may require Contractor to indemnify County as provided in Section 14 of this Contract.

17. **Prohibited Practices.**

17.1 **Conflict of Interest.** During the period of this Contract, the Contractor shall not hire, retain or utilize for compensation any member, officer, or employee of County or any person who, to the knowledge of the Contractor, has a conflict of interest.

17.2 **Code of Ethics.** Contractor hereby attests that it is familiar with Milwaukee County's Code of Ethics 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."*

Additionally, the Contractor shall ensure all subcontractors and employees are familiarized with the statement above.

17.3 **Non-Conviction for Bribery.** The Contractor hereby declares and affirms that, to the best of its knowledge, none of its officers, directors, partners, or employees directly involved in obtaining contracts have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the federal government.

17.4 **Debarment or Suspension.** The Contractor hereby declares and affirms that, to the best of its knowledge and belief, that its principles, owners, officers, shareholders, key employees, directors, and/or member partners:

17.4.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

17.4.2 Have not, within a three-year period preceding the date of execution of this Contract, 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 or governmental transaction or contract under a public or governmental transaction, violation of Federal or State antitrust statutes, or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property;

17.4.3 Are not presently indicted for or otherwise criminally charged by a governmental entity with commission of any of the offenses stated in section ii, above; and

17.4.4 Have not, within a three-year period preceding the date of execution of this Contract, had one or more public or governmental transactions terminated for cause or for default.

18. **BUSINESS CONTINUITY AND DISASTER RECOVERY.**

Contractor shall maintain appropriate contingency plans providing for continued operations in the event of a catastrophic event affecting Contractor business operations. Contractor will furnish a summary of its business continuity policies and practices and disaster recovery plans to County upon request. For purposes of this Contract, a “disaster” shall mean an interruption in the Services or the inability of Contractor to provide County with the Services for any reason that could be remedied by locating the Services to a different physical location outside the proximity of its primary data center.

19. **RISK MANAGEMENT INFORMATION SYSTEM (RMIS) SECURITY POLICIES AND SAFEGUARDS**

19.1 **Security Policies and Safeguards.** Contractor shall establish and maintain administrative, technical and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of County Data and Personal Information in the possession or under the control of Contractor or to which Contractor has access, which are: (i) no less rigorous than those maintained by Contractor for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standard; and, (iii) no less rigorous than as required by applicable laws. “Personal Information” is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

19.2 **Security Incident Response.** In the event that the Contractor becomes aware that the security of any County Data or Personal Information has been compromised, or that such County Data or Personal Information has been or is reasonably expected to be subject to a use or disclosure not authorized by this Contract (an “Information Security Incident”), Contractor shall: (i) promptly (and in any event within seventy-two (72) hours of becoming aware or as soon as practicable) of

such Information Security Incident), notify County, in writing, of the occurrence of such Information Security Incident; (ii) investigate such Information Security Incident and conduct a reasonable analysis of the cause(s) of such Information Security Incident; (iii) provide periodic updates of any ongoing investigation to County; (iv) develop and implement an appropriate plan to remediate the cause of such Information Security Incident to the extent such cause is within Contractor's control; and, (v) cooperate with County's reasonable investigation or County's efforts to comply with any notification or other regulatory requirements applicable to such Information Security Incident.

## 20. **COMPLIANCE WITH COUNTY'S POLICIES.**

**20.1 Safety and Security Policies.** Contractor agrees to use all commercially reasonable efforts to cause any of its employees who provide Services under this Contract on County's premises to comply with County's safety and security policies that County communicates to the extent that such policies are applicable to the site where Contractor's employees are providing Services. Notwithstanding the above, such standard safety and security policies shall not include policies related to drug testing.

**20.2 Drug Use Policies.** Unless conflicting to any laws where the services are being provided, in which case this section is not enforceable, Contractor will advise any Contractor employee who provides Services under this Contract on County's premises of County's right to require an initial drug screen prior to the commencement of the assignment and, further, to require a drug screen at any time during the assignment either:

20.2.1 If County believes, in good faith, that the Contractor's employee is under the influence of an illegal substance, or

20.2.2 As a consequence of an accident caused by or involving the Contractor's employee on County's premises during the performance of this Contract and likely to have been related to Contractor's employee's use of an illegal substance.

Drug screening (unless provided by the County) shall be performed by Contractor at Contractor's expense, and Contractor will address any positive results and handle accordingly. Contractor's employee will not be permitted to perform the services if a positive result of the drug screen is determined.

## 21. **INDEPENDENT CONTRACTOR.**

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

Contractor shall have no authority to bind County to any third-party agreement. Though the Services may include Contractor's advice or recommendations, all decisions regarding the implementation of such advice or recommendations shall be the responsibility of, and made by, County.

22. **SUBCONTRACTS.**

Assignment of any portion of the Service by subcontract must have the prior written approval of County.

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 shall assign its obligations hereunder without the prior written consent of the other.

23. **CHOICE OF LAW**

This Contract shall be interpreted and enforced under the laws and jurisdiction of the State of Wisconsin. This Contract constitutes the entire understanding between the parties and is not subject to amendment unless agreed upon in writing by both parties hereto. Contractor acknowledges and agrees that it will perform its obligations hereunder in compliance with all applicable state, local or federal law, rules and regulations and orders. Each Party hereby waives any defenses it may have before such courts based on a lack of personal jurisdiction or inconvenient forum. THE PARTIES EXPRESSLY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

24. **SEVERABILITY.**

If any part of this Contract is declared invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the remainder of this Contract, unless the Contract so construed fails to meet the essential business purposes of the Parties as manifested herein.

25. **NOTICES.**

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

To Contractor:  
Baker Tilly US, LLP  
Attn.: John T. Runte, Principal  
777 E Wisconsin Ave, 32nd Floor  
Milwaukee, WI 53202-5313

To County:  
Milwaukee County Office of Corporation Counsel  
Attn.: Margaret Daun, Corporation Counsel  
901 North 9<sup>th</sup> Street, Room 303  
Milwaukee, WI 53233

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

**26. PANDEMIC PREPAREDNESS.**

26.1 Contractor is responsible for compliance with all state, federal, and local orders, including Milwaukee County Administrative Orders, and all regulations and laws regarding the COVID-19 pandemic. Further, Contractor will follow all relevant agency guidance, specifically issued by the CDC, including, but not limited to, social distancing, hygiene, sanitation of workspaces, providing proper personal protective equipment to staff, proper staff screening methods and education of staff.

26.2 If determined applicable by the County, Contractor should have a written Pandemic Preparedness Plan that complies with all applicable laws, regulations, orders, and agency guidelines regarding COVID-19 and, at a minimum, meets the requirements in the Milwaukee County COVID-19 Response Preparedness Plan Checklist, attached to this Contract as Exhibit 1.

**27. MILWAUKEE COUNTY DIRECTIVES.**

The following Milwaukee County Directives are incorporated by reference in this Contract:

27.1 Milwaukee County Acceptable Use of Technology Directive for Vendors (Exhibit 2)

27.2 Milwaukee County Remote Network Access Directive for Vendors (Exhibit 3)

**28. Data Privacy and Security.** To the extent the Services require Contractor to receive personal data or personal information from County, Contractor may process any personal data or personal information, as those terms are defined in applicable privacy laws, in accordance with the requirements of the applicable privacy law relevant to the processing in providing Services hereunder. Applicable privacy laws may include any local, state, federal or international laws, standards, guidelines, policies or regulations governing the collection, use, disclosure, sharing or other processing of personal data or personal information with which Contractor or its clients must comply. Such privacy laws may include (i) the EU General Data Protection Regulation 2016/679 (GDPR); (ii) the California Consumer Privacy Act of 2018 (CCPA); and/or (iii) other laws regulating marketing communications, requiring security breach notification, imposing minimum security requirements, requiring the secure disposal of records, and other similar requirements applicable to the processing of personal data or personal information. Contractor is acting as a Service Provider/Data Processor in relation to County personal data and personal information, as those terms are defined respectively under the CCPA/GDPR. County is responsible for notifying Contractor of any data privacy laws the data provided to Contractor is subject to and County represents and warrants it has all necessary authority (including any legally required consent from data subjects) to transfer such information and authorize Contractor to process such information in connection with the Services described herein.

Contractor has established information security related operational requirements that support the achievement of its information security commitments, relevant information security related laws and regulations, and other information security related system requirements. Such requirements are communicated in Contractor's policies and procedures, system design documentation, and contracts with customers. Information security policies have been implemented that define Contractor's approach to how systems and data are protected. County is responsible for providing timely written notification to Contractor of any additions, changes or removals of access for County personnel to Contractor provided systems or applications. If County becomes aware of any

known or suspected information security or privacy related incidents or breaches related to this Agreement, County should timely notify Contractor via email at [dataprotectionofficer@bakertilly.com](mailto:dataprotectionofficer@bakertilly.com).

Contractor does not treat de-identified data or aggregate consumer information as personal data or personal information, and Contractor reserves the right to convert County personal data or personal information into de-identified data or aggregate consumer information for Contractor's own purposes. As a benefit of benchmarking County to municipalities, County allows Contractor to enter County's confidential accounting and/or financial data into the third party benchmarking software that Contractor utilizes. County expressly authorizes Contractor to make such disclosure of its confidential accounting and/or financial data, as Contractor may elect within its discretion, with the understanding that, in doing so, County will not be specifically identified.

- 29. Contractor Entity.** Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Contract on November 1, 2022.

## COVID-19 RESPONSE PREPAREDNESS PLAN CHECKLIST

**By implementing a COVID-19 Response Preparedness Plan, an “essential” vendor, company or contractor pledges to dedicating resources immediately to identify and mitigate situations in the workplace or jobsite which may introduce, expose or spread COVID-19.**

**Each contractor’s written plan, unique to the operations under its control, will document the identification and mitigation measures taken, which may include engineering controls, administrative controls, safe work practices, and minimum Personal Protective Equipment (PPE) requirements, and will update that plan on a regular basis for the duration of the COVID-19 Situation.**

**Each Contractor’s Preparedness Plan must meet the following Minimum Requirements:**

- 1) Provide the name and contact number of a designated Preparedness Plan Monitor for each County contract.
- 2) A plan to complete a Daily Employee Screening Form, or otherwise complete proper screening verifying daily that every employee has not:
  - a) Traveled to a Level 2 or 3 Country in the past 14 days, or visited an area that requires self-quarantine because of COVID-19 infection,
  - b) Had close contact (within 6 feet) with anyone known or suspected to have COVID-19,
  - c) Exhibited any symptoms (chest or back pain, cough, difficulty breathing) of COVID-19 or had a fever greater than 100.4 in the past 14 days.
- 3) A plan for Social Distancing. Complete a workflow audit that removes instances of employees being within 6 feet of each other. This should include the following, where applicable to the contract:
  - a) Reduction of on-site work hours to minimum needed to sustain operations.
  - b) Staggered shifts and work hours to minimize on-site human presence at a given time.
  - c) Staggered use of all shared spaces, including bathrooms, breakrooms and lunchrooms.
  - d) Staggered facility entry and exit procedures.
  - e) Ban in-person meetings (internal or external) and employee gathering (formal or informal) of any size. Employee communication handled virtually wherever possible.
  - f) Mandatory work at home for all employees except the absolute minimum required for baseline production and logistics functions.
  - g) Prohibit visitors and limit deliveries to the facility or jobsite, except those that support production activities or emergency building maintenance.
- 4) Educate employees on key CDC recommendations. Plan must include:
  - a) How employees can protect themselves.



- (i) Frequent hand washing (at least 20 seconds with soap and water or use of sanitizer greater than 60% alcohol content),
    - (ii) Avoid touching face,
    - (iii) Coughing or sneezing into a tissue and discarding it immediately in garbage,
    - (iv) Avoid shaking hands,
    - (v) Do not use other employee's phones, tools, PPE, etc.
  - b) What employees should do if they feel sick.
    - (i) Stay home
    - (ii) Require notification to employee's supervisor
- 5) A plan that provides appropriate PPE and Sanitation Products, as applicable to contract and as recommended by OSHA or CDC. For example, soap, sanitizer with over 60% alcohol, EPA approved disinfectant for COVID-19, gloves, gowns, eye protection, masks or respirators.
- 6) A plan for Sanitation Procedures, if applicable to contract. These processes must be implemented throughout facility or jobsite:
- a) Blue tape marking of surfaces that receive frequent human contact in the jobsite; disinfection of these surfaces multiple times daily.
  - b) Disinfect all tools, equipment, and vehicles frequently.
  - c) Designate one bathroom, allowing only one person to enter at a time. Disinfect hard surfaces in the bathroom that are frequently touched throughout the day. Disinfect multiple times a day, but must be sanitized at the end of the day. Empty garbage in the designated bathroom at the end of the day.
  - d) Avoid cleaning techniques that may result in generation of bio-aerosols, such as pressurized air or water sprays.
- 7) A plan for when an employee reports symptoms associated with COVID-19, including:
- a) Requiring employees to immediately report any symptoms of COVID-19,
  - b) Quarantine employees exhibiting symptoms on site,
  - c) Notifying proper County contact person.

## COVID – 19 Virus Daily Screening Form

Today's Date: \_\_\_\_\_

Employee Name: \_\_\_\_\_

Employee Address: \_\_\_\_\_

Project Name: \_\_\_\_\_

Contractor: \_\_\_\_\_

***Employers should ask the following questions to all employees, visitors and vendors prior to allowing access to the workplace and/or jobsite. THE QUESTIONS SHOULD BE ASKED IN PRIVATE & ANSWERS KEPT CONFIDENTIAL.***

1. Have you traveled to a county or area that has a travel warning of level 2 or 3 as listed by the CDC in the past 14 days? [CDC Travel Warnings](#)

Yes \_\_\_\_ No \_\_\_\_

If so, where have you traveled? \_\_\_\_\_

What was your date of return? \_\_\_\_\_

2. Have you, or anyone in your family, come into close contact (within 6 feet) with someone who has a suspected or confirmed COVID – 19 diagnosis in the past 14 days either at home or on a jobsite, etc.?

Yes \_\_\_\_ No \_\_\_\_

3. Have you had a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing in the past 14 days?

Yes \_\_\_\_ No \_\_\_\_

4. Are you currently experiencing a fever (greater than 100.4 F or 38.0 C) OR symptoms of lower respiratory illness such as cough, shortness of breath, or difficulty breathing?

Yes \_\_\_\_ No \_\_\_\_

***\*NOTE: If an employee, visitor or vendor answers 'Yes' to any of the above questions, ask them to leave the workplace or jobsite immediately and seek medical evaluation.***

### Sign In:

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### Sign Out:

Has your health status changes during your work shift?

Yes \_\_\_\_ No \_\_\_\_

Employee's Signature: \_\_\_\_\_

Date: \_\_\_\_\_



**Information Management Services Division**  
 Department of Administrative Services

**Title:** Administrative Directive on Acceptable Use  
**Approval:** Chief Information Officer

**Issue Date:** 04/15/2020  
**Supersedes:** 08/24/2018

<b>Contact</b>	<p><b>IMSD Service Desk:</b> Information Management Services Division                  Contact the Service Desk regarding requests, incidents, and approvals.                  Email: <a href="mailto:helpIMSD@milwaukeecountywi.gov">helpIMSD@milwaukeecountywi.gov</a>                  Phone: 414-278-7888</p>
<b>Definitions</b>	<ol style="list-style-type: none"> <li>1) <b>County:</b> Milwaukee County Government</li> <li>2) <b>Directive:</b> This Administrative Directive on Acceptable Use.</li> <li>3) <b>IMSD:</b> Department of Administrative Services – Information Management Services Division</li> <li>4) <b>Information System:</b> Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort, on premises and in hosted services over the Internet (a.k.a. “in the Cloud”).                         <ul style="list-style-type: none"> <li>o <b>Hardware:</b> Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices.</li> <li>o <b>Software:</b> Data processing programs on or associated with Hardware, irrespective of where software resides or executes.</li> <li>o <b>Data:</b> Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System.</li> <li>o <b>Networks</b> – Connecting systems that allow the Information System to communicate. This includes wireless networks.</li> <li>o <b>Portable Devices</b> – County portable Hardware, including cellphones, tablets and laptops.</li> </ul> </li> <li>5) <b>User:</b> Any person using Information System, including a County employee, vendor, consultant, contractor, vendor, and agent who is authorized to use County Information System.</li> </ol>
<b>Purpose</b>	<p>This Directive sets out acceptable uses of the County’s Information System.</p>
<b>IMSD Principles</b>	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County’s business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not “personal,” is subject to the County’s monitoring, review, deletion or collection at any time, without notice or permission, to</p>



## Information Management Services Division

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	<p>ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p> <p>Any Data or Software created by a User in the scope of or related to the User's work for the County becomes the property of the County upon creation, and must not be copied or shared except to assist the User in the performance of her or his County work.</p>
<b>Accountability and Enforcement</b>	<p>County employees, contract workers or other non-employee Users (including vendors) will be required to acknowledge and sign this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the User's County employment or obligations and may result in discipline up to and including termination of the User's employment or engagement.</p> <p>Failure to comply may also result in denial of access to the Information System.</p> <p>Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>



## Information Management Services Division

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<b>User Procedures and Conduct</b>	<p><b>1) The Information System</b></p> <p><b>a) Access</b></p> <ul style="list-style-type: none"><li>i) Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County.</li><li>ii) Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User.</li><li>iii) Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties.</li><li>iv) Users are accountable for all work, transactions and communications under their usernames and passwords.</li><li>v) Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization.</li><li>vi) Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration.</li></ul> <p><b>b) Inappropriate Activity</b></p> <ul style="list-style-type: none"><li>i) Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law.</li><li>ii) Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.</li><li>iii) Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see <b>Contact</b> section).</li></ul> <p><b>c) Software</b></p> <ul style="list-style-type: none"><li>i) Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software.</li><li>ii) Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data.</li></ul>
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## Information Management Services Division

### Department of Administrative Services

	<p><b>d) Data and Physical Security</b></p> <ul style="list-style-type: none"><li>i) Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non- County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information.</li><li>ii) Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Contact section).</li><li>iii) Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings.</li><li>iv) Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Contact section).</li><li>v) Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable.</li><li>vi) Users who maintain “isolated” Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see <b>Contact</b> section) to ensure that duplicate copies of the information are securely maintained.</li></ul> <p><b>e) Portable or Mobile Hardware</b></p> <ul style="list-style-type: none"><li>i) Users who have been issued County Portable Hardware (such as smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended.</li><li>ii) The theft or loss of any County- or personally owned portable or mobile Hardware (such as smartphones or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see <b>Contact</b> section).</li><li>iii) Users accessing County Information Systems through County-owned or personally owned mobile devices must comply with data protection laws and regulations.</li><li>iv) Any mobile device that is used to conduct Milwaukee County business must be used appropriately, responsibly, and ethically in compliance with this Directive.</li></ul>
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v) Users using Portable or Mobile Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving.

vi) Under this Directive, users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so.

#### **2) Email and Texting, Instant Messaging, Social Media and Internet**

##### **a) General**

i) Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information.

ii) The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on ***Incidental Personal Use***.

##### **b) Email and Texting**

i) Users must take care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.

ii) Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.

iii) Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.

iv) Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).

v) Users must not use personal email accounts to conduct ANY type of official County business.

vi) Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees.

##### **c) Instant Messaging**

i) Users may access approved instant messaging services only for informal business communication like a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.

ii) Users must communicate only with known and trusted correspondents via instant messaging



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	<p>iii) Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.</p> <p><b>3) Internet and Intranet</b></p> <p><b>a) Business Internet Access</b></p> <p>i) When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employee or contractor or vendor and act appropriately at all times.</p> <p>ii) Users must not access websites, blogs, discussion forums, chat rooms or other locations that are inappropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies.</p> <p>iii) Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case.</p> <p>iv) Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections.</p> <p>v) Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. <b>Personal photographs, music and video files will be deleted from County servers when found.</b> Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government.</p> <p>vi) The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or termination.</p> <p>vii) The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law.</p> <p><b>b) Social Media or Networking Sites</b></p> <p>i) Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons should make statements on social media sites on behalf of the County.</p> <p>ii) Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited.</p> <p>iii) Interactions on social media or networking sites must comply with all County policies.</p>
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#### 4) Incidental Personal Use

- i) Incidental Personal Use of the Information System consists of **occasional, brief** use of the Information System (including email or Internet) for **short, routine, non-sensitive, non-confidential** communications. For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a quick check of the Internet for weather or news.
- ii) Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination.
- iii) Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County.

#### 5) Prohibited Uses

In addition to prohibited activity set out elsewhere, the following are also expressly **prohibited**:

- i) Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County.
- ii) Users are prohibited from using the Information System for personal online shopping, personal online sales, or other online transactions. Users may use the Information System for occasional, brief access of online services such as online banking, using the User's personal email and account information.
- iii) Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may not be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts from merchants or teams, etc., or as part of a payment such as PayPal.
- iv) A County email address may not be used as a User's personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes.
- v) Use of the Information System for gambling of any sort (including "social" gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited.
- vi) Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
- vii) Child pornography is illegal. The use of County technology resources or privately-owned devices that are attached to the County network to store, display, or disseminate pornographic or other sexually explicit content is



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	<p>strictly prohibited. Any such use must be and will be reported immediately to the Milwaukee County Sheriff's Office and/or the Milwaukee County District Attorney Office.</p>
<p><b>Reporting Violations</b></p>	<p>Users or any other County employees are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to a manager or supervisor include, but are not limited to:</p> <ol style="list-style-type: none"> <li>1) attempts to circumvent established computer security systems</li> <li>2) use or suspected use of virus, Trojan horse hacker programs or any other intrusive program</li> <li>3) obtaining or trying to obtain another User's password</li> <li>4) using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules</li> <li>5) illegal conduct of any kind.</li> </ol> <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including termination of user's employment or engagement.</p> <p>Users or employees who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users or employees who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including termination of employment or engagement.</p>
<p><b>Reporting Lost or Stolen Devices</b></p>	<p>All lost, or stolen devices, or devices that have gone missing, must be reported as soon as possible to the IMSD Service Desk (see <b>Contact</b> section) and to your manager or supervisor.</p>



**Information Management Services Division**  
Department of Administrative Services

**MILWAUKEE COUNTY**

**ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE OF INFORMATION TECHNOLOGY**

**STATEMENT**

I acknowledge that I am in receipt of Milwaukee County's Administrative Directive on Acceptable Use of Information Technology and that violations of my obligation to adhere to this directive may result in corrective action, including termination from Milwaukee County service or immediate termination of vendor contract with Milwaukee County. I also understand that violations of this directive on my part may result in Milwaukee County taking action that will deny me access or rights to any of Milwaukee County's technology resources.

I acknowledge that I have read and will comply with this administrative directive.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**



**Information Management Services Division**  
 Department of Administrative Services

**Title:** Administrative Directive on Remote Network Access

**Issue Date:** 04/15/2020

**Approval:** Chief Information Officer

**Supersedes:** 9/17/2015

<p><b>Definitions:</b></p>	<ul style="list-style-type: none"> <li>• <b>County:</b> Milwaukee County Government</li> <li>• <b>Directive:</b> This Administrative Directive on Remote Network Access</li> <li>• <b>IMSD:</b> Department of Administrative Services – Information Management Services Division</li> <li>• <b>Information System:</b> Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort, on premises and in hosted services over the Internet (a.k.a. “in the Cloud”).</li> <li>• <b>Hardware:</b> Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices.</li> <li>• <b>Software:</b> Data processing programs on or associated with Hardware, irrespective of where software resides or executes.</li> <li>• <b>Data:</b> Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System.</li> <li>• <b>Networks:</b> Connecting systems that allow the Information System to communicate. This includes wireless networks.</li> <li>• <b>Portable Devices:</b> County portable Hardware, including cellphones, tablets and laptops.</li> <li>• <b>Remote Access:</b> A secure connection to the County network in order to access resources that are not otherwise publicly available, from a computer that is not directly connected to the Milwaukee County network.</li> <li>• <b>User:</b> Any person using Information System, including a County employee, consultant, contractor, Vendor, and agent who is authorized to use County Information System.</li> <li>• <b>Vendor:</b> A party in the supply chain that provides goods and services to the County; a third party or independent business partner.</li> </ul>
<p><b>Purpose:</b></p>	<p>This directive defines the requirements for remote access to County networks and systems from outside networks, computers, and agencies.</p> <p>Access to publicly available web services is not considered “remote access” for the purposes of this directive.</p>
<p><b>Requesting Remote Access:</b></p>	<p>All remote access must be justified by a business need. Requests that do not clearly specify the business need will be rejected. Remote access is granted on a least-privilege basis. That means that a valid request must also include the exact County resources to which the requestor needs remote access.</p> <p>Access will be granted to these resources only, and all requests for additional remote access must go through the same procedure.</p> <p><u>Remote access for County employees and contractors will be provided using</u></p>



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	<p><u>County-owned computers with IMSD-approved remote access software. Any exceptions to this directive must have an approved business need (see “Approved Business Need” section below.)</u></p> <p><u>Remote access for vendor users must use a computer that meets IMSD security requirements and uses the IMSD-approved remote access software.</u></p> <p>A request for remote access must be sent to the IMSD Service Desk and must include the following information for each individual person who will need access: Name, email address, contact phone number, department or company/agency, County resources to be accessed remotely, contract expiration date if this need is based on a support or other contract with a defined end date.</p> <p>Each request will be reviewed by IMSD business analysts to validate the business need and ensure that the collected information is complete and accurate. After this review is complete, and the business analyst approves the request, the IMSD Service Desk will send the County remote access agreement to be signed by all requestors. This will be placed on file prior to user accounts being created.</p>
<p><b>Security Requirements:</b></p>	<p>All User accounts for non-County Users requesting remote access will be configured to be disabled at all times, unless an approved business need exists. When a User requires remote access for any purpose, they will need to contact the IMSD Service Desk and provide the reason they are accessing the network. This will be reviewed, and if valid the User account will be enabled for the appropriate amount of time based on the need.</p> <p>In cases where an approved business need exists for the account to be kept enabled, an expiration date will still be applied for no more than a one-year duration. After each year the account shall be reviewed to ensure that the business need is still valid, and contact information is still accurate.</p> <p>A malware protection product must be installed on all remote devices running Microsoft Windows as the operating system. This product is preferably a behavioral analysis malware prevention solution or minimally must be receiving virus definition updates at an interval no longer than every day.</p> <p>Split tunneling (allowing access to the County network and to the remote user’s local network simultaneously) will be disabled for all remote Users unless an approved business need exists. Convenience in more efficiently accessing documents or data on the remote network is not an approved business need for the purposes of this section.</p> <p>Remote Users are not permitted to share their login credentials, nor write them down or keep them in an electronic file in any unencrypted form.</p> <p>Remote Users (including the vendor company representative) are required to</p>



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	<p>notify the IMSD Service Desk immediately when a User is leaving their company or agency, changing roles that no longer requires remote access, contract expiration, loss or theft of a device that has been configured for remote access to the County network, or suspected loss or theft of user credentials and passwords.</p>
<p><b>Web or Client Based Remote Access Tools:</b></p>	<p>Web or client based remote access tools (examples: LogMeIn, TeamViewer, GoToMyPC) are not allowed to be used on the Milwaukee County network without express written permission from IMSD. Permission will generally be granted for isolated, vendor supported systems. Permission may be denied for remote access to Milwaukee County PCs. To apply for permission to use a web or client based remote access tool please submit your request and business need to the IMSD Service Desk.</p>
<p><b>Change Management:</b></p>	<p>Milwaukee County enforces a change management process for all IMSD managed systems. Any change to production environments requires approval by this process prior to proceeding. You are responsible for following this process when connecting to Milwaukee County systems. If you are unfamiliar with this process, please work with the IMSD business analyst for the department you are working for prior to making any changes to systems. If you do not know who this is, please contact the IMSD Service Desk.</p> <p>All exceptions made to the User account disabled rule will require the remote access requestor to read, understand, and sign off on the Milwaukee County change management policy.</p>
<p><b>Approved Business Need:</b></p>	<p>All exceptions to this directive, or any subsections that require an “approved business need”, will be approved by the following process: exception submitted to IMSD business analyst for the requesting department/division, if business analyst agrees, request will then be submitted to Connectivity manager and reviewed, if manager agrees, request will be submitted to County’s Chief Technology Officer for final approval.</p>
<p><b>Contact:</b></p>	<p>IMSD Service Desk at <a href="mailto:imsdhelp@milwaukeecountywi.gov">imsdhelp@milwaukeecountywi.gov</a> or call 414-278-7888.</p> <p>Urgent requests or security incidents should be reported via phone call for the fastest response.</p>



**Information Management Services Division**  
Department of Administrative Services

**MILWAUKEE COUNTY  
ADMINISTRATIVE DIRECTIVE ON REMOTE NETWORK ACCESS**

**STATEMENT**

I acknowledge that I am in receipt of Milwaukee County's Administrative Directive on Remote Network Access and that violations of my obligation to adhere to this directive may result in corrective action, including termination from Milwaukee County service or immediate termination of the vendor contract with Milwaukee County. I also understand that violations of this directive on my part may result in Milwaukee County taking action that will deny me remote network access to Milwaukee County's technology systems.

I acknowledge that I have read and will comply with this administrative directive.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Date**

## EXHIBIT 4

### MILWAUKEE COUNTY TRAVEL REIMBURSEMENT RATES FOR VENDORS

**1.0 Introduction.** The following terms are provided to assist a Vendor in its compliance with contractual requirements to limit travel reimbursement expenses to those costs that do not exceed Milwaukee County guidelines. Vendor should use sound business judgment in both determining the need for travel as well as in expending financial resources when travel is requirement. Travelers will not be reimbursed for excess costs caused by:

- An indirect route as a matter of personal preference
- Premature departure for personal reasons from a temporary location; or,
- Extending a stay for personal reasons.

**2.0 General Terms.** Milwaukee County (“County”) may agree, as needed to reimburse a Vendor for certain traveling expenses, including mileage, lodging and meal and incidental expenses incurred during the performance of services for the County. Expenses must have prior approval of the County; and, will be reimbursed at the rates set forth herein. To be entitled to Travel Expenses, the contract must contain a statement for allowance for travel reimbursement. If the work to be performed can be completed in a single workday and the Vendor’s place of business is located within 100 miles of the Milwaukee County worksite, the Vendor and/or employee is expected to return to his/her residence rather than remain at a temporary location overnight. The cost of travel for spouses, other family members and friends is not reimbursable under any circumstances.

**3.0 Definitions.** All words shall have their ordinary meaning except for those defined in this section which shall have the meanings set forth below:

**3.1 “Travel Expenses”** shall consist of costs for lodging, meals or other incidental expense, transportation incurred by a Vendor during the performance of services for the County. If Vendor visits one or more client on the same trip, the expenses for such trip shall be apportioned in relation to the time spent with each client.

**3.2 “Performance of Services for the County”** shall mean, but not limited to performing services as defined in an Agreement, Statement of Work, Amendment, Change Order or any other written contracts between the Vendor and County.

**3.3 “Incidental Expenses”** are related to the Vendor’s travel; and, shall include:

- 3.3.1** Parking fees;
- 3.3.2** Car Rental;
- 3.3.3** Highway toll fees; and,
- 3.3.4** Baggage handling service, when necessary.

**3.4 “Non-Reimbursable Expenses”** the following are examples of expenses that will not be reimbursed:

- 3.4.1** Alcoholic beverages, entertainment;
- 3.4.2** Laundry, dry cleaning and pressing of clothing;



- 3.4.3 Travel Insurance;
- 3.4.4 Parking fines;
- 3.4.5 Charges incurred because of indirect travel for personal reasons;
- 3.4.6 Gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility (included in the per diem);
- 3.4.7 Any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel or travel costs not directly related or required in the performance of work for Milwaukee County.

**4.0 Reimbursement Rates.**

**4.1 Travel Mileage Reimbursement.**

**4.1.1 Air Travel.** Air travel should be in coach class only, unless the Vendor bears the cost of the difference between coach and first class. Travel should be planned as far in advance as possible to take advantage of discount fares; especially if reasonable certainty exists that the event will take place. If more than one air carrier offers service, travel should be on the carrier that offers the lowest price. If a restricted fare is booked and the Vendor requires a change solely based upon actions of Milwaukee County, a reasonable exchange fee may be claimed.

**4.1.2 Use of Personal Owned Vehicle.** The Vendor may be reimbursed for the use of his/her personal vehicle for travel. Effective January 1, 2021, the mileage rate allowed for use of a personal vehicle is 56 cents per mile. If Vendor chooses to use his/her own vehicle in lieu of air travel, the maximum reimbursement will be the lesser of the cost of air travel or mileage reimbursement and the per diem difference.

**4.3 Meal and Incidental Reimbursement.** Daily limit is for meals, tips and incidental expenses.

Primary Destination	County	Meal & Incidental Expense Total	First and Last Day of Travel
Milwaukee	Milwaukee	\$66.00	\$49.50

Based on GSA Policy, see: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

**4.4 Lodging Reimbursement.** The County has established maximum reimbursement rates for hotels by location. County uses the General Services Administration (“GSA”), hotel reimbursement rates which are published on an annual basis.

Primary Destination	County	Lodging Fees (excluding taxes)
Milwaukee	Milwaukee	\$128.00

**4.4.1** Any hotel expense considered excessive or unreasonable will not be reimbursed. Instead, in those cases, lodging reimbursement will be limited to the GSA lodging rate for the location in question.

**4.5 Car Rental.** Generally, no car larger than a mid-size should be rented by the Vendor. The Vendor should have a policy that requires employees to compare the cost of car rental with other forms of transportation and to choose the cheaper mode of transportation. County will reimburse Vendor for a car rental, if necessary, at a rate to be agreed upon by the Parties, prior to the car rental. Claims for rental car gasoline must be supported by original receipts.

**4.6 Receipts and Exclusions.** Any and all expenses submitted to County by the Vendor must be documented by a receipt or paid invoice. County will not be responsible for any fees or costs of ordinary community, premium or first-class travel, cancellations, commitment or signing fees, overhead or other administrative charges.

**4.7 Submission of Expenses.** Vendor must submit travel reimbursement expenses within thirty (30) days of incurring such expense, or as agreed to by the Parties in the contract, to the County or such expense shall be deemed untimely and void by the County. All travel reimbursement expenses, along with supporting documents, shall be sent by email and postal mail to:

Milwaukee County DAS  
Attn: Accounts Payable  
901 North 9<sup>th</sup> Street, Room 301  
Milwaukee, WI 53233  
[APinvoices@milwaukeecountywi.gov](mailto:APinvoices@milwaukeecountywi.gov)

With a copy of this documentation to the Milwaukee County Department which authorized such expense.