PURCHASE OF SERVICE CONTRACT **AMENDMENT NO. 3**

THIS AMENDMENT to the 2013 purchase of service contract for child support services between Milwaukee County Department of Child Support Services, Room 101, 901 N. 9th St, Milwaukee, WI 53233, hereinafter designated as "County" and YWCA, 1915 N. Martin Luther King Dr., Milwaukee. WI 53212, hereinafter designated as "W-2 Agency".

It is agreed to, by and between County and W-2 Agency, that all the provisions contained in the original contract effective January 1, 2013, apply to this agreement except:

- Section 2, Compensation, is modified to reflect that the period for which W-2 Agency compensates County for child support services is January 1, 2016 through December 31, 2016
- Section 3, Dates of Performance, is modified to reflect that the dates of performance are for the period of January 1, 2016 through December 31, 2016, unless extended by agreement of the parties.

All other provisions of the purchase of service contract, effective for the period commencing on January 1, 2013, as originally entered into and incorporated herein by reference shall remain in effect as stated.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day, month and year first above written.

YWCA

By: _____ Date: ____

(Print name and title of signer)

Milwaukee County Department of Child Support Services

Jim Sullivan, Director By: ___

Approved with regards to County Ordinance Chapter 42:

DocuSigned by: Rick Norris By:

_____ Date: <u>10/23/2015</u>

-ADCOMMENTATION Business Development Partners

W-2/YWCA



Approved as compliant under sec. 59.42(2)(b)5, Stats.:

By: _ Corporation Counsel

PURCHASE OF SERVICES CONTRACT

This Contract between Milwaukee County, a Wisconsin municipal body corporate represented by the Milwaukee County Department of Child Support Services, Room 101, 901 N. 10th Street, Milwaukee WI 53233 (County) and YWCA (W-2 Agency), 1915 N Martin Luther King Dr., Milwaukee, WI 53212, is entered into on January 1, 2013.

1. SCOPE OF SERVICES

County shall provide one (1) employee, as a Case Manager, to be placed at W-2 Agency for the purpose of facilitating case referrals made pursuant to the Wisconsin Works Program (W-2) as they relate to the establishment or enforcement of child support obligations. The employee will be placed at the site for four days per week, subject to vacation, medical and other county time off. Supervision of this employee shall remain with County. The County employee shall be responsible for the input and updating of data into the Kids Information Data System (KIDS) at the time of the participant's referral to the County employee for child support services. The County employee shall not be involved in the services provided by W-2 Agency pursuant to its W-2 contract for services with the State of Wisconsin.

Should a custodial parent or non-custodial parent request W-2 services from W-2 Agency, and W-2 Agency refers either parent to the County employee for services, the County employee will assist the parents. Services are to be available to both custodial and non-custodial parents. The final authority for determining individuals' eligibility for these services shall rest with the County.

2. COMPENSATION

W-2 Agency shall reimburse County for the costs of said employee as follows: \$18,750.00 for the period of January 1, 2013, through December 31, 2013.

W-2 Agency shall make available for the use of the County employee the following:

- a. Office space;
- b. Desk;
- c. Office chair;
- d. Printer and print capability;
- e. Necessary wiring and connections for computer, including Host-On-Demand (HOD) capability;
- f. Internet capability;
- g. Limited access to the Client Assistance Re-employment and Economic Support system (CARES), specifically to the Absent Parent General Information screen for the sole purpose of updating the referral indicator therein.

County shall provide the County employee with the following:

- a. Computer hardware;
- b. All office supplies.

3. DATES OF PERFORMANCE

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

4. CONFIDENTIALITY AND PROTECTION OF CASE INFORMATION AND KIDS DATA AGAINST UNUATHORIZED ACCESS OR DISCLOSURE

W-2 Agency agrees to protect the confidentiality of Kids' Information Data System (KIDS) information and to protect child support case information against unauthorized access or disclosure. Child support case information and KIDS data shall be used only to the extent necessary to administer child support cases and the child support enforcement program under Wis. Stat. § 49.22 (2m), and shall not be used for any other purposes. Any person violating this section may be fined pursuant to Wis. Stat. § 49.83.

KIDS information shall be stored in a place physically secure from access by unauthorized persons in conformance with the Department of Children and Families (DCF), Division of Family and Economic Security (DFES) policy regarding computer security. Said policy is found in the Division of Family Supports (DFS) Security Manual, Appendices 4, 5 and 6, which can be accessed on the DFS Workweb at <u>http://workweb.dwd.state.wi.us/dfs/manuals/security/pdf.cover.pdf</u>.

5. CONTRACT TERMINATION

This Contract may be terminated thirty (30) days following written notice by County or W-2 Agency for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the employees and/or participants covered by this Contract.

6. CONTRACT RENEGOTIATION

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

7. INDEPENDENT W-2 AGENCY

The parties are independent employers and independent contractors. Nothing contained within this Contract shall constitute or be construed to create a partnership, joint venture, agency or employee-employer relationship between County or its successors or assigns and W-2 Agency or its successors or assigns. In entering into this Contract and in acting in compliance herewith, W-2 Agency is at all times acting and performing as an independent W-2 Agency, duly authorized to perform the acts required of it hereunder.

8. ASSIGNMENT LIMITATIONS

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. Any attempted assignment without such written consent shall be null and void.

9. SEVERABILITY

In case any provision of this Contract shall be found invalid, illegal or unenforceable, such provision shall be severed from this Contract. The validity, legality and enforceability of the remaining provisions of the Contract shall not in any way be affected or impaired thereby.

10. APPLICABLE LAW AND RESOLUTION OF DISPUTES

This Contract shall be subject to and in accordance with the laws of the State of Wisconsin. W-2 Agency may appeal any decision of County in accordance with Wis. Stat. § 46.036 (7).

11. PROHIBITED PRACTICES

During the period of this Contract, W-2 Agency shall not hire, retain, or utilize for compensation any member, officer, or employee of the Milwaukee County Department of Child Support Services or any person who to the knowledge of W-2 Agency has a conflict of interest unless approved in writing by the Director of the Department of Child Support Services. No employee of the Milwaukee County Department of Child Support Services shall be an officer, member of the Board of Directors, or have a proprietary interest in W-2 Agency's business unless approved in writing by the Director of the Department of Child Support Services.

W-2 Agency shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of W-2 Agency's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier or contractor of goods and services under this Contract. The relationship extends to partnerships, trusts, corporation or any proprietary interest which could appear to or would allow one party to influence the other party in a related party transaction.

12. INDEMNITY

The parties to this Contract agree to indemnify, defend and hold harmless the other party and their elected officials, officers, employees and agents, against any and all liability, losses, charges, fines, costs or expenses including attorney's fees to the extent such damages including suits at law or in equity are caused by or resulting form any wrongful, intentional or negligent acts or omissions of the indemnifying party or any of the officers, employees, agents or representatives of the indemnifying party which may result in any person, persons, or organization suffering bodily injury, personal injury, death or property loss or damage, employment practices or civil rights arising out of this Agreement. Both parties agree to maintain a minimum of one million dollars general liability coverage in support of this paragraph. The County's liability shall be limited by Wis. Stat. § 345.03(3) for automobile and § 893.80(3) for general liability.

13. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to W-2 Agency shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. It is agreed by W-2 Agency, that in conduct of its meetings, it will be guided by Wis. Stat. § 19.81 et.seq.

14. CONTRACT CONTENT

This document constitutes the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract may be executed in two or more counterparts, each of which shall be deemed as original.

15. APPROVAL

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

In witness whereof, the parties hereto have executed this Contract effective as of the day and year first above written.

COUNTY:

James Sullivan, Director Milwaukee County Department of Child Support Services

DATE:

W-2 AGENCY:

Holly Kaste YWCA

Approved as to form & independent contractor status by Milwaukee County Corporation Counsel on Date

mature

Approved as to insurance requirements by Milwaukee County Risk Management on 12/13 2

Signature

YWCASOU-01 **GPETERS** ACORD DATE (MM/DD/YYYY) CERTIFICATE OF LIABILITY INSURANCE 1/21/2015 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT Gail Peters PRODUCER PHONE (A/C, No, Ext): (414) 271-3575 Robertson Ryan - Milwaukee FAX (A/C, No): (414) 271-0196 Two Plaza East, Suite 650 ADDRESS: gpeters@robertsonryan.com 330 East Kilbourn Avenue Milwaukee, WI 53202 INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : PHILADELPHIA INSURANCE COMPANIES 18058 INSURER B : SOCIETY INSURANCE 15261 INSURED YWCA Of Southeast Wisconsin Inc. James INSURER C : Anderson Senior Bldg LLC Paula Penebaker INSURER D : 1915 N Martin Luther King Dr INSURER E : Milwaukee, WI 53212-0544 INSURER F : **REVISION NUMBER:** COVERAGES CERTIFICATE NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSR ADDLISUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY) LIMITS TYPE OF INSURANCE INSD WVD POLICY NUMBER COMMERCIAL GENERAL LIABILITY 1,000,000 Α X EACH OCCURRENCE s DAMAGE TO RENTED PREMISES (Ea occurrence) 01/01/2015 01/01/2016 100,000 CLAIMS-MADE X OCCUR PHPK1275385 \$ Sexual Abuse 50000 5,000 X MED EXP (Any one person) \$ 1.000.000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ GEN'L AGGREGATE LIMIT APPLIES PER PRO-JECT 2,000,000 PRODUCTS - COMP/OP AGG \$ POLICY LOC S OTHER: COMBINED SINGLE LIMIT s 1,000,000 AUTOMOBILE LIABILITY (Ea accident) 01/01/2015 01/01/2016 s PHPK1275385 BODILY INJURY (Per person) A ANY AUTO ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) s AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) Х Х s HIRED AUTOS AUTOS ŝ 5,000,000 UMBRELLA LIAB EACH OCCURRENCE s OCCUR 5,000,000 PHUB446540 01/01/2015 01/01/2016 EXCESS LIAB AGGREGATE \$ A CLAIMS-MADE 10,000 X RETENTION \$ s DED WORKERS COMPENSATION X STATUTE AND EMPLOYERS' LIABILITY Y/N 01/01/2015 01/01/2016 500,000 WP 561262 в ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT \$ N/A OFFICER/MEMBER EXCLUDED? 500,000 E.L. DISEASE - EA EMPLOYEE \$ (Mandatory in NH) f yes, describe under DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT \$ DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate extends to all project related programs/operations. Certificate holder is named as an Additional Insured as respects General Liability. CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Milwaukee County Department of Child Support Services ACCORDANCE WITH THE POLICY PROVISIONS. 901 N. 9th St., Room 101 Milwaukee, WI 53233 AUTHORIZED REPRESENTATIVE Mihuel & Schulte

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Philadelphia Indemnity Insurance Company

Additional Insured Schedule

Policy Number: PHPK1275385

Additional Insured

City of Milwaukee 809 N Broadway Milwaukee, WI 53202-3617

CG2026 - General Liability

Additional Insured

Milwaukee Area Workforce Investment Board 2338 North 27th Street Milwaukee, WI 53210-3100

CG2011 - General Liability

Additional Insured

Milwaukee Public Schools PO Box 2181 Milwaukee, WI 53201-2181

CG2011 - General Liability

Additional Insured

City of Milwaukee Community Development Grants Administration 200 E Wells St Rm 606 Milwaukee, WI 53202-3515

CG2026 - General Liability

Additional Insured

Milwaukee County Department of Child Support Services (with respects to grants provided) 901 North 9th Street, Room 101 Milwaukee, WI 53233-1425

CG2026 - General Liability

- m. State or Political Subdivisions Any state or political subdivision as required, subject to the following provisions:
 - (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit, and is required by contract.
 - (2) This insurance does not apply to:
 - (a) "Bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
 - (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- M. Duties in the Event of Occurrence, Claim or Suit

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 2. is amended as follows:

a. is amended to include:

This condition applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.
- b. is amended to include:

This condition will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

N. Unintentional Failure To Disclose Hazards

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 6. Representations is amended to include the following:

It is agreed that, based on our reliance on your representations as to existing hazards, if you should unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

O. Transfer of Rights of Recovery Against Others To Us

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer of Rights of

Page 10 of 12 Includes copyrighted material of Insurance Services Office, Inc., with its permission. © 2011 Philadelphia Indemnity Insurance Company Recovery Against Others To Us is deleted in its entirety and replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

Therefore, the insured can waive the insurer's rights of recovery prior to the occurrence of a loss, provided the waiver is made in a written contract.

P. Liberalization

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, is amended to include the following:

If we revise this endorsement to provide more coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.

Q. Bodily Injury – Mental Anguish

SECTION V – DEFINITIONS, Paragraph 3. Is deleted in its entirety and replaced by the following:

"Bodily injury" means:

- Bodily injury, sickness or disease sustained by a person, and includes mental anguish resulting from any of these; and
- b. Except for mental anguish, includes death resulting from the foregoing (Item a. above) at any time.

R. Personal and Advertising Injury - Abuse of Process, Discrimination

If COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY COVERAGE is not otherwise excluded from this Coverage Part, the definition of "personal and advertising injury" is amended as follows:

- SECTION V DEFINITIONS, Paragraph 14.b. is deleted in its entirety and replaced by the following:
 - b. Malicious prosecution or abuse of process;
- 2. SECTION V DEFINITIONS, Paragraph 14. is amended by adding the following:

Discrimination based on race, color, religion, sex, age or national origin, except when:

- a. Done intentionally by or at the direction of, or with the knowledge or consent of:
 - (1) Any insured; or
 - (2) Any executive officer, director, stockholder, partner or member of the insured;
- Directly or indirectly related to the employment, former or prospective employment, termination of employment, or application for employment of any person or persons by an insured;

Page 11 of 12

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MILWAUKEE COUNTY FISCAL NOTE FORM

DATE: 10/20/2015

Original Fiscal Note

\boxtimes

Substitute Fiscal Note

SUBJECT: From the Director, Child Support Services, requesting authorization to execute extensions of Child Support Services' contracts with Milwaukee County W2 agencies: Maximus, United Migrant Opportunities Services, Inc. (UMOS), YWCA of Greater Milwaukee, and Ross Innovative Employment Solutions.

FISCAL EFFECT:

\boxtimes	No Direct County Fiscal Impact		Increase Capital Expenditures			
	Existing Staff Time Required					
	Increase Operating Expenditures		Decrease Capital Expenditure Increase Capital Revenues			
Lł	(If checked, check one of two boxes below)					
	Absorbed Within Agency's Budget		Decrease Capital Revenues			
	Not Absorbed Within Agency's Budget					
	Decrease Operating Expenditures		Use of contingent funds			
	Increase Operating Revenues					
	Decrease Operating Revenues					

Indicate below the dollar change from budget for any submission that is projected to result in increased/decreased expenditures or revenues in the current year.

	Expenditure or Revenue Category	Current Year	Subsequent Year
Operating Budget	Expenditure	0	0
	Revenue	0	0
	Net Cost	0	0
Capital Improvement	Expenditure		
Budget	Revenue	,	
	Net Cost		

DESCRIPTION OF FISCAL EFFECT

In the space below, you must provide the following information. Attach additional pages if necessary.

- A. Briefly describe the nature of the action that is being requested or proposed, and the new or changed conditions that would occur if the request or proposal were adopted.
- B. State the direct costs, savings or anticipated revenues associated with the requested or proposed action in the current budget year and how those were calculated.¹ If annualized or subsequent year fiscal impacts are substantially different from current year impacts, then those shall be stated as well. In addition, cite any one-time costs associated with the action, the source of any new or additional revenues (e.g. State, Federal, user fee or private donation), the use of contingent funds, and/or the use of budgeted appropriations due to surpluses or change in purpose required to fund the requested action.
- C. Discuss the budgetary impacts associated with the proposed action in the current year. A statement that sufficient funds are budgeted should be justified with information regarding the amount of budgeted appropriations in the relevant account and whether that amount is sufficient to offset the cost of the requested action. If relevant, discussion of budgetary impacts in subsequent years also shall be discussed. Subsequent year fiscal impacts shall be noted for the entire period in which the requested or proposed action would be implemented when it is reasonable to do so (i.e. a five-year lease agreement shall specify the costs/savings for each of the five years in question). Otherwise, impacts associated with the existing and subsequent budget years should be cited.
- D. Describe any assumptions or interpretations that were utilized to provide the information on this form.

A. The Director of Child Support Services requests the Judiciary, Safety, and General Services Committee's authorization for the Department to execute extensions of contracts with the County's W2 providers to provide on-site child support services for one year. This contract provides the option for the parties to extend them by mutual agreement.

B. There are no direct costs, savings or anticipated revenues associated with this action in the current budget year.

C. There is no budgetary impact associated with this contract in the current year or subsequent year, as the Department has budgeted for this extension in 2016.

D. No further assumptions are made.

Department/Prepared By Depar	tment	of Child Supp	ort S	ervices	<u>, Jim Sullivan, Director</u>
Authorized Signature	1	H	-	~	
Did DAS-Fiscal Staff Review?	\boxtimes	Yes		No	
Did CBDP Review? ²		Yes		No	⊠ Not Required

¹ If it is assumed that there is no fiscal impact associated with the requested action, then an explanatory statement that justifies that conclusion shall be provided. If precise impacts cannot be calculated, then an estimate or range should be provided.

² Community Business Development Partners' review is required on all professional service and public work construction contracts.

CONTR	ACT FOR	RM 1684 R5 (Ref	er to ADMI	VISTRATIVE	MANUAL S	Section 1.13,	for procedure	s)						
Mail to:										CONTR	ACT TY	/PE	r i P	
Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse							Professional Service - Operating							
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse								Professional Service - Capit						
Community Business Development Partners, 8th Floor City Campus									-	Purchase of Servic			X	
DEPARTME	NT NAME							Preliminary AGENCY NO.	X		Final	T (HIGH	H) ORG	
Child Su	oport Enfo	rcement							243 2430					
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YWCA of	Southeas	st Wisconsin				1915 N	. Martin	Luther	Kina Dr.					
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2014	02	0001	243	2440			2999					\$	18,75	50.00
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2016	04	0001	243	2440			2999				\$	18,75	50.00	
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Certificate Of Completion

Envelope Number: 79A4D52223E349DBA498E9904E246131 Subject: Please DocuSign these documents: W2 Contract Extension-YWCA Source Envelope: Document Pages: 13 Signatures: 4 Certificate Pages: 5 Initials: 1 AutoNav: Enabled EnvelopeId Stamping: Enabled

Status: Completed

Envelope Originator: Cheryl Berry 901 N 9th St Ste 301 Milwaukee, WI 53233 cheryl.berry@milwaukeecountywi.gov IP Address: 204.194.251.5

Location: DocuSign

Timestamp

Sent: 10/21/2015 10:57:27 AM CT Viewed: 10/23/2015 1:53:24 PM CT Signed: 10/23/2015 1:59:58 PM CT

Record Tracking

Status: Original 10/21/2015 10:07:31 AM CT

Signer Events

Rick Norris

rick.norris@milwaukeecountywi.gov CBDP Director

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered ID:

Amy Pechacek

amy.pechacek@milwaukeecountywi.gov

Director of Risk Management

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 2/25/2014 12:36:39 PM CT ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

Mark A Grady

corpcounselsignature @milwcnty.com

Deputy Corporation Counsel

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered ID:

Scott B. Manske comptrollersignature@milwcnty.com Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered ID: Holder: Cheryl Berry cheryl.berry@milwaukeecountywi.gov

Signature

DocuSigned by: Rick Norris

Using IP Address: 204.194.251.5



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Sent: 10/23/2015 2:00:00 PM CT Viewed: 10/27/2015 9:35:09 AM CT Signed: 10/27/2015 9:35:40 AM CT

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Signature	Timestamp
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Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Wisconsin Milwaukee County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Milwaukee County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows: To contact us by email send messages to: plee@milwcnty.com

To advise Wisconsin Milwaukee County of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at plee@milwcnty.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Wisconsin Milwaukee County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Milwaukee County

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to plee@milwcnty.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookiesUsers accessing the internet behind a Proxy Server must enable HTTP

Required hardware and software

1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wisconsin Milwaukee County as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wisconsin Milwaukee County during the course of my relationship with you.