

EXHIBIT I

Milwaukee County Department on Aging

Descriptions of Proposed Programs and Services

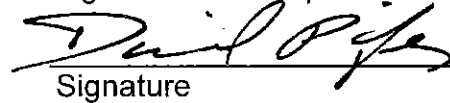
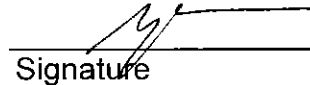
Funding Period 1/1/2017 to 12/31/2017

Submitted 9-1-16

1.0 General Program Information

1.01 Program Title or Type of Service to be provided: Benefit Specialist/Legal Services1.02 Agency Name Legal Action of Wisconsin, Inc.1.03 Address of Primary Office: 230 West Wells Street
Milwaukee, WI 532031.04 Phone Number (414)278-7722 Fax # (414)278-71561.05 Office Hours 8 am to 5 pm Monday to Friday E-Mail law@legalaction.org

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

David A. Pifer, Executive Director
Name, Title
SignatureMichael J. Maher, Chief Financial Officer
Name, Title
Signature

1.07 Staff Contact for the Program

Name, Title Matthew Hayes, Project Director Fax # (414) 278-5853Phone Number (414)278-7722 ext. 3048 Email MVH@legalaction.org

1.08 Type of Agency (please check those that apply)

Public Non-profit Proprietary Minority (owned, directed, or predominantly staffed by minority groups) 1.09 Federal ID No. 39-1077192 State Tax Exempt No. ES126611.10 Type of Request: New Continuation 1.11 Amount of Department on Aging Request: \$ 430,501(See Attachment A)1.12 Total Agency Budget: \$ 9,147,1061.13 Proposed Cost Per Unit of Service: \$ 52.431.14 Proposed Units to be Provided: 8,211 units of service (without VOCA)11,211 units of service (with VOCA)



COMMUNITY BUSINESS DEVELOPMENT PARTNERS MILWAUKEE COUNTY

DBE Participation Recommendation/Wavier Request

To be completed by project owner. Please, direct questions regarding this form to CDBP, 414-278-4747 or

CBDP@milwaukeeCountyWi.gov

FUNDING SOURCE

Local State Federal Grant If Federally Funded, what percentage? 43.7 %
Federal Source of Funds: FAA FTA DOT (includes WisDOT) Other: DHHS (includes Wisc. DHS)

CONTACT INFORMATION

Contract Administrator: Gary W. Portenier Phone: (414) 289-6547 Date: November 4, 2016
Email Address gary.portenier@milwaukeeCountywi.gov Fund: Multiple Agency: Dept. on Aging Org No. 7900

PROJECT INFORMATION

Project Name: Benefit Specialist/Legal Services Project No.: 417-24

Contract Scope/Project Description (attach scope/description of work or estimating sheet):
Provides benefits specialist and legal services to seniors 60 or older, with special emphasis on low income, at-risk, and vulnerable seniors. The desired outcome is to secure and retain older adults' benefits and legal rights in a manner that promotes the older person's dignity and autonomy. The contract award recommendation is from the Milwaukee County Commission on Aging.

Contracting Opportunities (List NAICS codes): None

RFP/BID will be used (Yes/No) Yes Advertising Date: August 4, 2016 Bid/Proposal Due Date: September 2, 2016

TYPE OF PROJECT

<u>Professional Services</u>	<u>Estimated Amount</u>	<u>Recommended DBE Participation</u>	
	\$ _____	_____ %	
<u>Construction Related</u>	<u>Estimated Amount</u>	<u>Estimated Allowance</u>	<u>Recommended DBE Participation</u>
_____	\$ _____	\$ _____	_____ %
_____	\$ _____	\$ _____	_____ %

APPROVALS

Is county board approval required? Yes No Resolution #: TBD (attach resolution)

WAIVER REQUEST

Request for a goal of 0% requires signature of department head, a full scope of project and explanation.

Explanation: The county expects to contract with Legal Action of Wisconsin, Inc. the nonprofit Legal Services Corporation under 42 U.S.C. 2996 et seq. that serves Milwaukee County. Legal Action assigns 5 attorneys, 4 paralegals (J. Black, 1 Hispanic), and 1 legal secretary (Black) to this contract.

Department on Aging Holly Davis Holly Davis 11/17/2016
Department/Division Administrator Name Signature Date

CBDP USE ONLY

Concur with Recommendation or provide the following goals: 0 %
This contract is exempt from the DBE goal: Yes No

DocuSigned by: Rick Morris Date: 11/17/2016
Approved: _____

**SECTION VI
2017 DEPARTMENT ON AGING
PROGRAM/SERVICE GUIDELINES**

A. Service Delivery Guidelines

Applicants for Department on Aging funding to provide **Benefit Specialist/Legal Services Program** must comply with and incorporate the following Program/Service Guidelines.

Where indicated, applicants must include a description of how they will meet specific guidelines in the appropriate sections of Exhibit I.

1. Program Activities and Requirements

- a. Applicants must clearly demonstrate how their proposed program will provide Benefit Specialist/Legal Services to older adults using at least two paralegals, with supervision and consultation from an attorney as required unless a waiver is received from the Department on Aging. **(2.0 Program Summary)**
- b. Applicants must clearly demonstrate how they will provide training and education programs to both older adults to staff of community agencies in the areas of legal, benefit, financial, and other concerns of older adults. **(2.0 Program Summary)**
- c. Applicants must clearly demonstrate how they will carry out outreach and advocacy services, including but not limited to senior centers, nutrition sites, and other community organizations and facilities throughout Milwaukee County. Applicants must also demonstrate a functioning and accessible website. **(2.0 Program Summary)**
- d. Applicants must clearly demonstrate how they will deliver services to institutionalized, isolated and homebound older adults. **(2.0 Program Summary)**
- e. Applicants must clearly demonstrate how they will secure sources of funding to maintain the Benefit Specialist/Legal Services Program in addition to Department on Aging support. **(2.0 Program Summary)**
- f. Applicants must clearly demonstrate how they will maintain accurate monthly records of their proposed program activities. Separate fiscal reports will be submitted, indicating expenditures under each funding source. **(2.0 Program Summary)**
- g. Applicants must demonstrate how they will carry out the activities necessary to administer and maintain their proposed program. **(2.0 Program Summary)**
- h. Applicants must include a program flow chart, which shows the sequence and duration of program activities. **(2.0 Program Summary)**
- i. Applicants must clearly demonstrate how they plan to coordinate legal services to older adults with other legal resources in the community, including the private bar. **(2.0 Program Summary)**

- j. Applicants must indicate how they intend to provide legal services to non-English speaking and sensory impaired older adults. **(2.0 Program Summary)**
- k. Applicants must clearly demonstrate a willingness to perform other activities that may be mutually agreed upon and included in the Department on Aging contract. (Per Individuals Contracts) **(2.0 Program Summary)**
- l. Applicants must demonstrate the ability to provide legal services through experience and capacity to deliver legal assistance, including experienced staff and the capacity to provide:
1. Effective administrative and judicial representation;
 2. Support to other advocacy efforts, including attendance at all Commission on Aging Advocacy Committee meetings
 3. Legal services to institutionalized, isolated, and homebound older persons.
- (2.0 Program Summary)**
- m. Applicant must comply with the restrictions and regulations of the Legal Services Corporation Act. **(2.0 Program Summary)**
- n. The applicant must agree, if not a Legal Services Corporation project grantee, to coordinate its services with the existing Legal Services Corporation projects in the planning and service area in order to concentrate the use of funds to provide services to older people with social and economic need as specified in the Older Americans Act. **(2.0 Program Summary)**
- o. Applicant must provide assurance that legal assistance services provided do not supplant existing legal services efforts. **(2.0 Program Summary)**
- p. Applicant must provide assurance that as provider it will not engage in other legal activities, which interfere with the provider's responsibilities under the Older Americans Act. **(2.0 Program Summary)**
- q. Applicant must provide assurance that as provider it will not provide legal assistance in any fee generating case unless other adequate representation is unavailable or there is an emergency. **(2.0 Program Summary)**
- r. Applicant must provide assurance that as provider it will not engage in prohibited political activities, lobbying, or other illegal activities. **(2.0 Program Summary)**
- s. Applicant must provide assurance that as provider it will conform to the Statewide Standards for Wisconsin's Legal Assistance/Benefit Specialist Program. **(2.0 Program Summary)**
- t. The applicant will, where feasible and appropriate, make arrangements for the availability of services in weather related emergencies. **(2.0 Program Summary)**

u. The applicant with the consent of the older person or his representative will bring to the attention of appropriate officials, conditions that place the older person in danger. **(2.0 Program Summary)**

v. Applicants must clearly describe their emergency plan for maintaining the provision of services to older adults through this program in the event of emergency. **(2.0 Program Summary)**

w. The applicant will meet all existing State and local licensing, health, and safety requirements for services provided under this program. **(2.0 Program Summary)**

x. The applicant will describe efforts to arrange regular opportunities for communication and information exchange with the Information and Assistance staff of the Department on Aging. **(2.0 Program Summary)**

y. The applicant will describe efforts to work cooperatively with the Milwaukee County Department on Aging Elder Abuse Unit, which is the lead elder abuse agency for Milwaukee County. **(2.0 Program Summary)**

z. The applicant will provide the Department on Aging Information and Assistance Unit with enough brochures to include one in all mailings of that unit. **(2.0 Program Summary)**

aa. The applicant should develop a plan to utilize the health industry in outreach efforts. **(2.0 Program Summary)**

2. Unacceptable Program Activities

a. Activities that are unrelated to carrying out the Department on Aging program contract. **(2.0 Program Summary)**

3. Initiation and Termination of Service

a. Benefit Specialist/Legal Services will be initiated upon receiving a request from a Milwaukee County older adult. **(2.0 Program Summary)**

b. Benefit Specialist/Legal Services will terminate when the request for help has been resolved by the Program, referred to an appropriate agency, or when it is determined by the program that the request cannot be met. A client will be clearly informed when his or her case has been closed as well as the reason for the case closure. **(2.0 Program Summary)**

4. Limitation on the Provision of Services

Maximum number of contacts per client: no limit.

Maximum duration of service to client: no limit

Types of benefits/legal issues to be covered by the program will be described in the application.

(2.0 Program Summary)

5. Eligible Clients

- a. All clients must be 60 years or older and live in Milwaukee County. **(2.0 Program Summary)**
- b. All clients must be in need of benefit specialist/legal services as determined by the program staff and benefit/legal issues covered by the program. **(2.0 Program Summary)**
- c. Priority for benefit specialist/legal services must be given to older adults who have the greatest economic and social need as defined by the Older Americans Act of 1965, as amended. **(2.0 Program Summary)**

"The term 'greatest economic need' means the need resulting from an income level at or below the poverty threshold established by the Bureau of Census. "

"The term 'greatest social need' means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by social and ethnic status which restricts an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently."

6. Generation of Clients

Applicants must clearly demonstrate how they will generate eligible clients for the program.
(2.0 Program Summary)

7. Service Delivery Follow-up

- a. Applicants must clearly demonstrate how they will provide timely follow-up to client requests. All follow-up procedures must be clearly defined. **(2.0 Program Summary)**

8. Program Personnel, Training, and Equipment

- a. Applicants are expected to submit job descriptions for all positions receiving full or partial Department on Aging funds. **(Required Appendices 1, Job Descriptions)**
- b. Recognition will be given to those programs which will employ or use volunteers 45 or over.
(2.0 Program Summary)
- c. Personnel in programs receiving funds from sources in addition to the Department on Aging are expected to devote their staff time to Department on Aging program activities as specified in the Department on Aging contract. Staff position and percentage of staff time dedicated to the program will be recorded. **(3.0 Program Staffing Information)**
- d. The consulting attorney must have a valid license to practice law in Wisconsin and must have experience providing legal services to older adults. **(2.0 Program Summary)**
- e. Full time paralegals must have at least one-year experience or equivalent in providing advocacy or benefit specialist services. **(2.0 Program Summary)**

f. Program volunteers must be directly supervised by paralegal staff and must consult the supervising attorney as needed unless under contract with another agency. **(2.0 Program Summary)**

g. Applicants must clearly indicate how persons providing the Benefit Specialist/Legal Services Program will receive initial training upon employment as well as further specialized training in the following areas:

1. Awareness of legal and financial needs of older adults.
 2. Up to date information on benefit programs and other legal and financial issues affecting older adults.
 3. Maintenance of accurate records of cases handled and actions taken.
- (2.0 Program Summary)**

9. Program Organization

Applicants must clearly identify the individual within the program and/or agency who will be:

1. Solely responsible for the program.
2. Authorized to sign for the agency and the program.
3. Authorized to receive checks for the program.
4. Responsible for fiscal and budgetary matters.
5. Responsible for date reporting and monthly reporting forms.
6. Responsible for internal monitoring of the program.
7. Responsible for handling consumer and client complaints with respect to program activities.

(2.0 Program Summary)

10. Program Service Coordination

a. Applicants must clearly demonstrate their ability to coordinate benefit specialist/legal services program activities with other services provided to older adults by the parent agency. Applicants must include a list of other services provided by the parent agency and describe how coordination will take place. **(2.0 Program Summary)**

b. Applicants must clearly demonstrate their ability to coordinate the program activities of other agencies providing services to older adults in Milwaukee County. Applicants must list all agencies that the organization will coordinate with and describe how coordination will take place. Linkage agreements are encouraged. **(2.0 Program Summary)**

11. Contributions

Applicant agrees to provide all clients with the opportunity to make a voluntary contribution toward the cost of Benefit Specialist/Legal Services Program in accordance with prevailing Department on Aging policy. Contributions will be used for the Benefit

Specialist/Legal Services Program enhancement. **(2.0 Program Summary) (Also See Section IV, Contribution Policy)**

12. Program Goals and Objectives

a. Applicants must specify the program objectives and the methods and time frame to achieve objectives. The objectives should relate to the proposed program and services. The methods should specify the operational and quantitative steps to accomplish the objectives. The time frame should indicate when the objectives would be completed. **(2.0 Program Summary)**

Proposals for the Benefit Specialist/Legal Service Program must address the following program objectives:

1. Provision of individual advocacy and counseling services to Milwaukee County older adults in the areas of legal and financial concern.
2. Provision of group education about legal and benefit issues to senior citizens in the community.
3. Provision of training and technical assistance to other community organizations to enhance their efforts in offering education and advocacy services.
4. Facilitation of the involvement of the private bar in provision of legal services for older adults in the community.
5. Targeting particular legal/benefit problems, which have intensified, including elder abuse, consumer scams, patient rights in managed care plans, and other identified problems.
6. Provide expertise that indicates how independence may be compromised based on the status of long-term care and the burden this may inflict upon informal caregivers.

b. Measurable program objectives will be based upon historical performance for this program. Additional funding/staffing will increase program objectives proportionately. **(2.0 Program Summary)**

13. Reporting and Billing Requirements

Providers must submit to the Department on Aging a monthly bill for services provided and any appropriate service reports by the fifth working day of each month unless a waiver is received from the Department on Aging. In addition to the Department on Aging service reports, the provider of the Benefit Specialist/Legal Services Program will be required to submit reports initiated by the State Bureau on Aging and Long Term Care Resources. **(2.0 Program Summary)**

14. Wisconsin State Bureau on Aging Definition of Benefit Specialist/Legal Services and Unit of Service

Definition: Performance of activities, under the supervision of an attorney, which: provide an older person with accurate and current information on public benefit

programs; assist them in organizing the paperwork and applying for benefits; identify alternative actions that can be taken to secure benefits or appeal denial of benefits; explain what legal action or other solution is required; and when necessary, refer the older person to an attorney to represent them on benefit matters. Specialists providing this service are trained and supervised by a regionally designated attorney. Individually focused services may be provided at the specialist's office, at the home of the older person or by telephone; services may also be provided in group sessions.

Unit of Service: One (1) hour of service with one or more older persons to provide service as defined. Service to a group counts as service to an individual. Includes time used in investigation, preparation of materials and traveling to provide service; does not include time that a worker spends in conferences and training to improve own skills.

Wisconsin State Bureau on Aging and Disability Resources

15. Insurance Requirements

Applicants must maintain minimum insurance coverage determined by the Milwaukee County Risk Manager in the following areas:

- (1) General liability,
- (2) Automobile liability,
- (3) Worker's compensation, including a waiver of subrogation;
- (4) Employee dishonesty; and
- (5) Milwaukee County listed as an additional insured

The Department on Aging will not award a contract unless the applicant secures adequate coverage, as defined by County, and provides certificate(s) of insurance that include all items listed above.



CERTIFICATE OF LIABILITY INSURANCE

LEGAACT-01 DSTALTER

DATE (MM/DD/YYYY)

2/10/2016

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).

PRODUCER Robertson Ryan - Milwaukee Two Plaza East, Suite 650 330 East Kilbourn Avenue Milwaukee, WI 53202	CONTACT NAME: Debra Stalter PHONE (A/C, No, Ext): (414) 271-3575 FAX (A/C, No): (414) 271-0196 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : National Fire Insurance Company of Hartford 20478 INSURER B : CONTINENTAL CASUALTY CO 20443 INSURER C : Valley Forge Insurance Company 20508 INSURER D : INSURER E : INSURER F :
INSURED Legal Action of Wisconsin, Inc 230 W Wells St, Suite #800 Milwaukee, WI 53203	

COVERAGES CERTIFICATE NUMBER: REVISION 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 LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR	X	6011211231	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	6011211231	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION \$ 10,000		6011211245	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> Y <input type="checkbox"/> N/A	X 6011211293	01/01/2016	01/01/2017	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Crime		6011211231	01/01/2016	01/01/2017	Limit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is listed as an additional insured on the General Liability and Auto Liability. Waiver of Subrogation for Workers Compensation in favor of Milwaukee County.
 Notice of Cancellation is 30 days, except 10-days for nonpayment of premium.

CERTIFICATE HOLDER Milwaukee County c/o Milwaukee Co Dept of Aging 1220 W Vliet St, Suite 302 Milwaukee, WI 53205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)

Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus	CONTRACT TYPE		
	Professional Service - Operating		
	Professional Service - Capital		
	Purchase of Service		X
	Preliminary	X	Final

DEPARTMENT NAME	AGENCY NO.	DEPARTMENT (HIGH) ORG
Department on Aging	790	7900

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
96984		XXXXX		261-417-24

NAME OF VENDOR	ADDRESS
Legal Action of Wisconsin Inc	230 West Wells Street Room 800 Milwaukee , WI 53203

TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
	01/01/17 12/31/17	12		\$ 430,501.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2017	01	0001	790	7931	A5SB		8123				\$155,946.00
2017	02	0001	790	7931	A5SB		8123				\$126,744.00
2017	03	0001	790	7931	A5SB		8123				\$67,900.00
2017	04	0001	790	7931	A5SB		8123				\$ 47,911.00
2017	05	0001	790	7967	A5WS		8123				\$ 32,000.00

PURPOSE OF CONTRACT

Purchase of service contracts for Elderly services for time period 1/01/17-12/31/17

Was County Board approval received prior to contract execution or contract amendment or extension?

xxxxxx If YES, give County Board File No. 16-652 Date Approved Pending

If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)? xxxx YES NO

Is Vendor a certified professional service DBE? YES NO

Nasrin Wertz
 Prepared By *Holly Davis* Date

Accountant
 Title
 Interim Director
 Title

Signature of County Administrator Date

**Milwaukee County Department on Aging
2017 Purchase of Service Contract
Grant Supported Programs and Services**

Contract Number 264-417-24
Service Benefit Specialist/Legal Services

This Contract is made and entered between Milwaukee County, a Wisconsin municipal body corporate, represented by the Milwaukee County Department on Aging, 1220 West Vliet Street Suite 302, Milwaukee, WI 53205 (hereinafter called County) and Legal Action of Wisconsin, Inc. (hereinafter called Contractor), and whose primary business address for the purposes of this Contract is:

1. Dates of Performance

This Contract is for the period of January 1, 2017 through December 31, 2017, or until such time as provided herein.

2. Scope of Service

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

3. Staffing and Delivery of Programs/Services

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

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

- C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in providing programs and services to eligible clients.
- D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the programs and services referred to herein.
- E. All clients served by Contractor under this Contract must meet County's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with County and that Contractor will not be reimbursed for services provided to ineligible clients.
- F. Contractor agrees that the programs and services described in Exhibit I will be available to eligible clients throughout the period of this Contract and to accept all clients referred by County as long as funds made possible through this Contract are available.
- G. Contractor shall maintain a log of complaints and provide County a copy of any written complaint made to Contractor regarding any of the services furnished hereunder and will inform County in writing of the actions taken by Contractor to resolve such complaints.

4. Equipment

- A. Contractor agrees that all items of equipment purchased with funds provided by County under this Contract shall be used for the programs and services purchased through this Contract or as otherwise may be specified in Exhibit I. Contractor further agrees to provide to County a copy of an invoice for all items of equipment purchased, to periodically inventory said equipment, and to maintain property and content insurance, including fire, vandalism, and theft, to cover the replacement value of said items.
- B. Should County funding cease for the programs or services for which the equipment was purchased under this Contract, or if Contractor should cease using said equipment for the purposes for which it was originally purchased, Contractor agrees either to (1) turn over said equipment to County for distribution to other approved programs or services for older persons; or (2) dispose of said equipment in such other fashion as may be mutually agreed by Contractor and County.

5. Fiscal Administration

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

- A. Contractor agrees to identify the total cost of the program or service funded under this Contract.
- B. Contractor shall provide to County an agency-wide budget, disclosing all of Contractor's anticipated revenues and expenditures for the period of this Contract.

- C. Funds received by the Contractor under this Contract may not be co-mingled with funds from other sources.
- D. Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- E. Contractor agrees to comply with the allowable cost policies and procedures as established by the Wisconsin Department of Health Services.

6. Compensation

- A. Contractor shall be compensated for work performed as stated in Exhibit I, Description of Proposed Programs and Services, attached hereto and made a part of this Contract. Contractor recognizes that the total service needs of the community may not be met and shall provide programs and services within the specific amounts stated in Exhibit I. County is unable to guarantee the volume of services funded by this Contract. Under no circumstances shall payments under this Contract exceed the amount(s) authorized for this Contract by the Milwaukee County Board of Supervisors. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for programs and services provided hereunder.
- B. Funds may be advanced to Contractor as set forth in section 46.036 (3) (f) Wisconsin Statutes. The advance payment provision applies only when requested by Contractor. The advance payment shall be repaid to County upon demand. If Contractor fails to repay the advance as described, County shall have the right to withhold any payments due Contractor from County sufficient to cover the amount of the advance payment.
- C. Advance payments by County shall not exceed two twelfths (2/12ths) of the Contract award. If advance payments exceed \$10,000, Contractor shall provide County with a surety bond for an amount equal to the amount of the advance payment as set forth in section 46.036 (3) (f) Wisconsin Statutes.
- D. County shall recover from Contractor money paid in excess of the conditions of this Contract. Repayment shall be made in full within thirty (30) days after County has made written demand to Contractor for repayment. County may recover repayments due to County from any subsequent payments due to Contractor now, or from future contracts, or any other service agreement with County. County shall charge interest on outstanding repayments due County as set forth in section 46.09 (4) (d) General Ordinances of Milwaukee County.
- E. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO) funded services.
- F. County and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of the County to purchase the services described herein is contingent upon present state and federal grants and contracts continuing at their present levels. Should such funding sources terminate or be reduced, County reserves the right, in its sole discretion, either to terminate this agreement or revise the scope of services being purchased to reflect any reduction in such funding. It is further recognized and agreed by County and Contractor that the programs and services provided under this Contract are subject to all provisions

of said federal and state grants and contracts, and Contractor agrees to comply with all such provisions for the period of this Contract, including all applicable provisions of the standard State/County contract.

7. Billing and Reporting

- A. Contractor shall provide County with monthly billings and reports for programs and services provided under this contract by the fifth (5th) working day of the month following the month in which services are provided. Contractor shall submit billings and reports on the forms and according to the manner specified by County.
- B. County shall make payment only for those line items as are specified in the approved budget as contained in Exhibit I. Expenditures for any single line item may not exceed the amount in the approved program budget by more than \$500 without written authorization by County and the submission of a revised budget by Contractor on the prescribed form.
- C. Within thirty (30) days of the receipt of all required billings and reports, County shall make payment to Contractor of the net amount due.

8. Record Keeping and Access to Records

- A. Contractor shall maintain and, upon request, furnish to County, at no cost to County, any and all information requested by County relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of County and County's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the Program/Service Guidelines or Specifications for this Contract. Access to information shall include computerized data and/or other electronic information used by the Contractor, made available in formats suitable for data analysis, such as queries, using conventional software programs.
- B. Contractor shall maintain written verification of programs and services provided under this Contract, including the dates of programs and services performed for all of the purchased programs and services rendered, as specified by County. Contractor shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the programs and services provided. Contractor shall retain all such records for a period of at least four (4) years from the date of issuance of the certified financial and compliance audit. Records shall be retained beyond the four-year requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- C. It is agreed that County representatives, including representatives of the Department on Aging, the Office of the Comptroller, or representatives of appropriate state or federal agencies, including the Wisconsin Department of Health Services, shall have the right of access to program, financial, and such other records of Contractor or Contractor's subcontractors as may be necessary to evaluate or confirm Contractor's cost estimates, rates, and charges for programs and services provided under this Contract or as may be necessary to evaluate or confirm Contractor's delivery of the programs and services in compliance with the Program/Service Guidelines or Specifications for this Contract.

9. Inspection of Premises

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

10. Audit Requirements

- A. Unless waived by County, Contractor shall submit to County, on or before **June 30, 2018**, or such later date that is mutually acceptable to Contractor and County, two (2) original copies of a certified financial and compliance audit for calendar year 2017 performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under section 46.036 (4) (c) Wisconsin Statutes. Requests for waiver and/or extension must be in writing and submitted before the original due date of the audit. Contractor's audit report shall comply with the following conditions and requirements:

Non-profit Contractors who received aggregate federal financial assistance of \$500,000 or more, either directly or indirectly, shall submit to County two (2) original copies of a certified audit for calendar year 2017 performed in accordance with the Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments and Non-Profit Organizations. The audit submitted by Contractor shall be conducted in conformance with the following standards:

- (a) Wisconsin Department of Health Services, DHS Audit Guide, 2015 Revision (or later);
- (b) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and
- (c) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Contractor shall also submit to County, on or before June 30, 2018 a statement acknowledging that Contractor received aggregate federal funding of \$500,000 or more for calendar year 2017.

For-profit Contractors who received \$25,000 or more of aggregate federal financial assistance, either directly or indirectly, and non-profit Contractors who received \$25,000 or more of aggregate federal financial assistance, either directly or indirectly, but less than \$500,000 of aggregate federal financial assistance, either directly or indirectly, for calendar year 2017, shall submit to County, two (2) original copies of a certified audit for calendar year 2017 conducted in accordance with the following standards:

- (d) Wisconsin Department of Health Services, DHS Audit Guide, 2015 Revision (or later)
- (e) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and

- (f) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Contractor shall also submit to County, on or before June 30, 2018, a statement acknowledging that Contractor did not receive aggregate federal funding of \$500,000 or more for calendar year 2017.

Regardless of status or format, all CPA audits and reports referenced above shall contain the following Financial Statements, Schedules, and Auditor's Reports:

(1) Financial Statements for the Entire Organization:

- a. Comparative Balance Sheet for Total Agency.
- b. Comparative Statement of Operations for Total Agency.
- c. Statement of Changes in Financial Position or Statement of Cash Flows for Total Agency.
- d. Supplemental schedule of program revenues and expenses identified by funding source for each program or service referenced in Exhibit I, including non-federal matching share, if required, and client contributions.
- e. Notes to financial statements, including units of service, if applicable, provided by contract (if not disclosed on the face of the financial statements), and disclosure of related party transactions, if any, and the source of the non-federal matching share, if such matching share is required.

(2) Auditor's Reports:

- a. Report on the financial position, results of operations, and changes in the financial position or Statement of Cash Flows for the entire agency.
- b. Report on Compliance, including compliance with applicable laws and regulations, and any subsequent revisions, and compliance with material financial terms and conditions of this Contract, including allowance of program costs.
- c. Report on Evaluation of Internal Accounting Controls. A copy of any management letter or equivalent document issued in conjunction with the audit shall be provided to County.
- d. Findings of non-compliance.
- e. Schedule of questioned costs and the potential amount of repayment prior to offsetting any unrelated items.
- f. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the contract number and the program name from Exhibit I of the contract. Each care or service under County Contract must be reported as a separate item by contract year.

- g. A report on the status of action(s) taken on prior audit findings.

(3) General

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

- a. GAO, Standards for Audit of Governmental Organizations, Programs, Activities and Functions
 - b. AICPA, Generally Accepted Auditing Standards
 - c. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
 - d. OMB Circular A-133, 2015 Compliance Supplement
 - e. OMB Circular A-122, Cost Principles For Nonprofit Organizations
 - f. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments
 - g. Wisconsin State Statutes, Section 46.036, Purchase of Care and Services
 - h. Wisconsin Department of Administration, State Single Audit Guidelines – Current Revision
 - i. Wisconsin Department of Health Services, DHS Audit Guide, 2015 Revision (or later)
 - j. Wisconsin Department of Health Services, Allowable Cost Policy Manual - Current Revision
- B. Contractor hereby authorizes and directs its Certified Public Accountant, if requested, to share all work papers, reports, and other materials generated during the audit with County, including the Department on Aging and the Department of Audit, or their designees, and with representatives of Federal and State funding agencies, including the Wisconsin Department of Health Services. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media that document the audit work. Contractor shall require its CPA to retain work papers for a period of at least four (4) years following the latter of contract termination or receipt, by County, of the certified audit report.
- C. Contractor and County mutually agree that the County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements, including supporting work papers or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews.
- D. Contractor agrees that County is entitled to repayment of amounts identified as a result of the audit required under this section, and acknowledges that failure to repay such

amounts may result in legal action as determined by Milwaukee County Corporation Counsel. County shall charge interest on any outstanding repayments as set forth in section 46.09 (4) (d) (8) General Ordinances of Milwaukee County.

- E. Contractor's reporting on a fiscal year other than a calendar year shall be considered in compliance with audit requirements upon submittal of the following:
- (1) Filing of contractor's fiscal year audit, meeting the audit requirements in Sections 10 A. (1), (2) and (3) above within 180 calendar days of the fiscal year closing.
 - (2) Schedules of revenues and expenses identified by funding source for each program or activity referenced in Exhibit I of the Contract. The schedules shall be reviewed and compiled by Contractor's auditor(s) with all information required in Section 10 A. (2) a. above for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before **June 30, 2018**, or such later date that is mutually acceptable to Contractor and County.
- F. Contractor agrees to submit to County plans for correcting weaknesses identified in Contractor's audit.
- G. Contractor agrees to cooperate with County in the implementation of County's Audit Fraud Hotline by posting notices to be provided by County in areas where all employees, including those employed by subcontractor, associated with this Contract will have access to the notices for the duration of this Contract.
- H. Contractor, and its CPA, shall maintain records for audit purposes for a period of at least four (4) years following the latter of contract termination or receipt, by County, of the certified audit report. Records shall be maintained beyond the minimum requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.
- I. Contractors who subcontract with other providers for the provision of programs and services are required by federal and state regulations to monitor their subrecipients.

Contractors shall have on file, and available for review by County, copies of subrecipient's CPA audit reports and financial statements. The Contractor shall maintain all such records for a period of at least four (4) years following the latter of contract termination or submission of the certified audit report. The records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

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

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

Subrecipient shall maintain written verification of programs and services provided under the subcontract, including the dates of services provided for all of the purchased services rendered, as specified by County. The subrecipient shall maintain clearly identified and readily accessible documentation of costs supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the services provided. The subrecipient shall maintain all such records for a period of at least four years following the latter of contract termination or submission of the certified audit report. The records shall be retained beyond the four-year period if an audit is in progress or exceptions have not been resolved.

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

- J. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due Contractor from County and ineligibility for future contracts with County until such time as these requirements are met.

11. Non-Discrimination and Equal Employment Opportunity

- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and that no eligible client shall be unlawfully denied services or be subjected to discrimination because of age, race, religion, color, national origin, sex, sexual orientation, location, handicap, physical condition, or developmental disability as defined in section 51.01 (5) Wisconsin Statutes.
- B. Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, location, handicap, physical condition, or developmental disability as defined in section 51.01 (5) Wisconsin Statutes. Contractor agrees to comply with the provisions of section 56.17 of the General Ordinances of Milwaukee County and which is hereby incorporated by reference as though fully set forth herein.

12. Indemnity

- A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the County, and its agents, officers, and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including statutory benefits under Workers' Compensation laws, suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its

(their) agents which may arise out of or are connected with the activities covered by this Contract.

- B. Contractor shall indemnify and save County harmless from any award of damages and costs against County for any action based on U. S. patent and copyright infringement regarding computer programs involved in the performance of the programs and services covered by this Contract.
- C. Contractor agrees to indemnify County for any amount(s) County may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Contractor by County under this Contract that the Department of Health Services determines to be overpayments or inappropriate payment.

13. Insurance

- A. Contractor agrees to provide and maintain proof of financial responsibility to cover costs as may arise from claims of tort and/or vicarious liability due to its actions or omissions or the actions or omissions of its employees. Such evidence shall include coverage for Worker's Compensation claims, as required by the State of Wisconsin, Employers Liability, General and Automobile Liability, and Comprehensive Crime Coverage in the following minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation or Proof of All States coverage	Statutory
Employers Liability	\$100,000/\$500,000/\$100,000
Commercial General Liability Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal, Contractual & Products/Completed Operations)	\$1,000,000 per Occurrence \$1,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 per Accident per Wisconsin Requirements
Comprehensive Crime Coverage To include Fidelity, Theft, Money & Securities, Inside & Outside to protect the loss of funds by embezzlement, theft, fire, etc.	Fidelity per Occurrence: Fidelity coverage consistent with requirements under 14 below. \$5,000 Money and Securities, Inside and Outside.

- B. **County, As Its Interests May Appear, shall be named as Additional Insured for General and Automobile Liability and be afforded a thirty (30) day written notice of cancellation or non-renewal. Disclosure must be made of any non-standard or restrictive additional insured endorsement, and any use of non-standard or**

restrictive additional insured endorsement will not be acceptable. Contractor shall submit a certificate of insurance indicating the above coverage for the duration of this Contract and for review and approval by County. Contractor shall provide an updated certificate to County when changes occur in agents or coverage during the duration of this Contract.

- C. A Waiver of Subrogation for Workers Compensation by endorsement in favor of Milwaukee County is required to be furnished. Additional insured endorsements for General and Auto Liability, the endorsement for the Waiver of Subrogation for Workers Compensation and the insurance certificate indicating the above coverage are all required to be submitted for review and approval of the County. Coverage shall be placed with an insurance company approved by the State of Wisconsin and rated "A" per Best's Key Rating Guide.
- D. Additional information as to policy form, retroactive date, discovery provisions and applicable retentions, shall be submitted to County if requested, to obtain approval of insurance requirements. Any deviations, including use of purchasing groups, risk retention groups, etc., or requests for waiver from the above requirements shall be submitted in writing to the County for approval prior to the commencement of activities under this Contract.
- E. Contractor shall notify County immediately upon the commencement of any litigation against the Contractor where there is any possibility that County may be made a party thereto.

14. Bonding Requirement

- A. A Fidelity bond covering employee dishonesty shall be evidenced covering every officer, director, agent, or employee of the Contractor who is authorized to receive or deposit funds under this Contract or who is authorized to issue financial documents, checks, or other instruments of payment for costs related to the programs and services provided under this Contract.
- B. The bond form shall be on a commercial blanket basis in the minimum occurrence amount of \$10,000, or 10% of the total amount of the contract award, whichever is greater. A Contractor who provides services under multiple contracts with the Department on Aging shall evidence the Fidelity bond in the occurrence amount applicable to the dollar amount of the largest single contract with the Department. The period of coverage shall be no less than for the period of this Contract, if not on a continuous basis, with a discovery period of not less than one year subsequent to cancellation or termination of the bond. The bond shall stipulate that the Contractor be given thirty (30) days advance notice by the surety prior to making any material change in, or cancellation of, the bond. The advance notice shall be by certified mail. The Contractor may procure fidelity coverage in a comprehensive crime policy, including money and security coverage as outlined in Section 13 A. above.

15. Withholding of Payments

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

16. Contract Termination

- A. County or Contractor may terminate this Contract for any reason, with or without cause, following thirty (30) days written notice, unless an earlier date is determined by County to be essential to the safety and well-being of the clients covered by this Contract with the exception of those facilities which must meet the notification requirements as applicable in Chapter 50 licensing. Failure to comply with any part of this Contract may be considered cause for early termination by the offended party. In the event of termination, the County will only be liable for programs and services rendered through the date of termination and not for the uncompleted portion or any materials or services purchased or paid for by Contractor for use in completing this Contract.
- B. Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of programs and services. Upon such notification, County and Contractor shall determine whether such inability to provide the required quality or quantity of programs and services will require a revision or early termination of this Contract.
- C. Notwithstanding any other right of termination, County reserves the right to immediately terminate, or reduce in scope, its obligations under this contract in the event that the sources of funding to the County derived through State or Federal grants or contracts is terminated or reduced. This right of immediate termination for loss of funding applies even if Contractor has not been paid for services previously rendered.
- D. County reserves the right to withdraw any qualified recipient from the program, service, institution, or facility of the Contractor at any time when in the judgment of County it is in the best interest of County or the qualified recipient to do so.

17. Advertising

Contractor shall not publicly advertise through any media during the course of this Contract for the purpose of soliciting eligible persons to be recipients of programs or services provided through this Contract without the advance written consent of County. All brochures, announcements, press releases, and other items used to promote services provided through this Contract must acknowledge that County funds these services.

18. Coordination of Services

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

19. Client Contributions

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

- B. Contractor agrees to report to County all funds contributed by clients and to record and document such contributions consistent with the accounting requirements for other funds received and expended under this Contract.
- C. Contractor agrees that any and all client contributions will be used as provided in the budget contained in Exhibit I or to provide additional services to eligible clients under this Contract in the same manner and at a cost equivalent to other services purchased through this Contract. Contractor further agrees that all funds raised through client contributions that remain unspent at the end of this Contract must be spent in a manner approved by County or reimbursed to County.

20. Modifications

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

21. Contract Renegotiation or Revision

- A. This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract.
- B. This contract may be revised in a written amendment signed by the authorized representatives of both parties.

22. Independent Contractor

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

23. Subcontracts

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

24. Assignment Limitation

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

25. Resolution of Disputes

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

26. Prohibited Practices

- A. During the period of this Contract, Contractor shall not hire, retain, or utilize for compensation, any member, officer, or employee of the Department of Aging representing County or any person who to the knowledge of Contractor has a conflict of interest. No employee of the Department on Aging representing County shall be an officer, member of the Board of Directors, or have a proprietary interest in Contractor's business.
- B. Contractor shall furnish County with written disclosure of any financial interest, purchase or lease agreements, employment relationship, or professional services/consultant relationship which any of Contractor's employees, officers, board members, stockholders, or members of their immediate family may have with respect to any supplier to Contractor of goods and services under this Contract.
- C. Contractor attests that it is familiar with Milwaukee County's Code of Ethics (Chapter 9 of the General Ordinances of Milwaukee County) which states in part, "No person shall offer or give to any public official or employee, directly or indirectly, and no public official or employee shall solicit or accept from any person, directly or indirectly, anything of value if it could reasonably be expected to influence the public official's or employee's vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction or omission by of the public official or employee."
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Contractor for any purpose not connected with the administration of Contractor's or County's responsibilities under this Contract is prohibited, except with the informed written consent of the eligible client or the guardian of the client.

27. Certification Regarding Contractor Debarment or Suspension

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

By: _____
(Signature of Official Authorized to Sign Contract)

Date: _____

28. Certification Regarding Lobbying

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, land, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

By: _____
 (Signature of Official Authorized to Sign Contract)

Date: _____

For: _____
 (Name of Grantee)

 (Title of Grant Program)

29. Political Activity of Employees

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

30. Notices

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

31. Health Insurance Portability and Accountability Act of 1996

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

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

32. Contract Content

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

33. Approval

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

County enters into this Contract as authorized by the Milwaukee County Board of Supervisors and ratified by the Milwaukee County Executive. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting on _____.

In witness whereof, this Contract shall be effective as of the 1st day of January, 2017, or such other date as may be provided on page 1, upon the execution of this Contract as provided below.

Approved as to Chapter 42 DBE Provision by Community Business Development Partners:

DocuSigned by:
By: Rick Morris Date: 11/17/2016
AD4C84D4023E450...

Title: CBDP Director

Reviewed by Risk Management:

By: _____ Date: _____

Title: _____

Approved as to Execution:

By: _____ Date: _____

Title: _____

Contractor Representative:

By: _____ Date: _____

Title: _____

Milwaukee County Department on Aging:

By: _____ Date: _____

Title: _____

Approved as to funds available per Wisconsin Statutes Section 59.255(2)(e):

By: _____ Date: _____

Title: _____

Milwaukee County Executive:

By: _____ Date: _____

Chris Abele

Approved as to Wis. Stats. §59.42

By: _____ Date: _____

Title: _____

Contract No. 264-417-24

Certificate Of Completion

Envelope Id: 138A3F35E42B4B0985BDCCCAC7A7C4B4
 Subject: Please DocuSign: Benefit Specialist-Legal Services
 Source Envelope:
 Document Pages: 28
 Certificate Pages: 5
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Signatures: 3
 Initials: 0

Envelope Originator:
 Gary Portenier
 633 W. Wisconsin Ave.
 Suite 901
 Milwaukee, WI 53203
 gary.portenier@milwaukeecountywi.gov
 IP Address: 204.194.251.5

Record Tracking

Status: Original
 11/16/2016 3:17:03 PM

Holder: Gary Portenier
 gary.portenier@milwaukeecountywi.gov

Location: DocuSign

Signer Events

Signature

Timestamp

Holly Davis
 holly.davis@milwaukeecountywi.gov
 Director
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 ED77D76FE5D7434...

Sent: 11/16/2016 3:45:11 PM
 Viewed: 11/17/2016 8:52:51 AM
 Signed: 11/17/2016 8:53:11 AM

Using IP Address: 204.194.251.5

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Rick Norris
 rick.norris@milwaukeecountywi.gov
 CBDP Director
 Milwaukee County
 Security Level: Email, Account Authentication
 (None)

DocuSigned by:

 AD4C84D4023E450...

Sent: 11/17/2016 8:53:13 AM
 Viewed: 11/17/2016 9:08:33 AM
 Signed: 11/17/2016 9:09:41 AM

Using IP Address: 204.194.251.5

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 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
 ID: 55fe780a-2930-46fa-8578-dc7e4fbad47c

Sent: 11/17/2016 9:09:42 AM

Colleen Foley
 corpcounselsignature@milwcnty.com
 Security Level: Email, Account Authentication
 (None)
 Electronic Record and Signature Disclosure:
 Not Offered via DocuSign
 ID:

Michael Maher
 MJM@legalaction.org
 Security Level: Email, Account Authentication
 (None)

Signer Events	Signature	Timestamp
----------------------	------------------	------------------

Electronic Record and Signature Disclosure:
Accepted: 2/10/2014 8:27:09 AM
ID: c47562e8-ba96-4537-b0a6-2b0514906f55

Holly Davis
holly.davis@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Scott B. Manske
comptrollersignature@milwcnty.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Chris Abele
cabele@milwcnty.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Colleen Foley
corpcounselsignature@milwcnty.com
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

In Person Signer Events	Signature	Timestamp
--------------------------------	------------------	------------------

Editor Delivery Events	Status	Timestamp
-------------------------------	---------------	------------------

Agent Delivery Events	Status	Timestamp
------------------------------	---------------	------------------

Intermediary Delivery Events	Status	Timestamp
-------------------------------------	---------------	------------------

Certified Delivery Events	Status	Timestamp
----------------------------------	---------------	------------------

Gary Portenier
gary.portenier@milwaukeecountywi.gov
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign
ID:

Carbon Copy Events	Status	Timestamp
---------------------------	---------------	------------------

Notary Events		Timestamp
----------------------	--	------------------

Envelope Summary Events	Status	Timestamps
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	11/17/2016 9:09:42 AM
---------------	------------------	-----------------------

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..

Required hardware and software

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:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

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.