#### **EXHIBIT I**

### Milwaukee County Department on Aging Descriptions of Proposed Programs and Services Funding Period 1/1/2017 to 12/31/2017

1.0 Ge	merai riogiam imo	ппаноп								
1.01	Program Title or T	Type of Servic	e to be Provi	ided:	Cas	se Managemen	t & Delivery	Services for F	lome Delivere	d Meals
1.02	Agency Name:	Goodwill In	dustries of So	outheastern W	iscon	sin, Inc.				
1.03	Address of Primar	y Office:	5400 S. 60t	th St.						
			Greendale,	WI 53129						
1.04	Phone Number	414-847-489	98				FAX#	414-358-6528	}	
1.05	Office Hours	8:00 a.m. to	4:30 p.m.		<u>.</u>		E-mail	kara.grennie	r@goodwill	sew.com
1.06	Official(s) Author	ized by the Bo	oard of Direc	tors to Sign C	ontra	cts/Reports for	the Agency:	~ A	4 <i>A</i> 1	1 1 1
	Name, Title	Charles J. St	tadler, Senioi	r President &	coo		Signature	Charl	y St	Le
	Name, Title	Catherine G	irard, Vice P	resident			Signature	Corthern	in Ma	surve
1.07	Staff Contact for t	he Program:							<i>y</i> - (	
	Name, Title	Kara Grenni	ier, Director	Community S	ervice	es	- <del></del>	···		
1.08	Type of Agency (p	olease check th	hose that app	oly):						
	Public		_	Non-profit		X		Proprietary		
	Minority (or	wned, directed	1, or predomi	inantly staffed	l by m	inority groups)				
1.09	Federal ID No.	39-0808491		_	Sta	ite Tax Exempt	No.	E.S. 0362		
1.10	Type of Request:	New		C	ontinu	ation	X	_		
1.11	Amount of Depart	ment on Agin	g Request:		\$	1,082,903	·			
1.12	Total Agency Bud	get:			\$	259,067,000		<u>-</u> .		
1.13	Proposed Cost Per	Unit of Servi	ice:		\$	n/a	·			
1.14	Proposed Units to	be Provided:		n/a					i i	



## DocuSign Envelope ID: 6D562346-AF47-46BF-97BD-1BFF2BA8EA8A COMMUNITY BUSINESS DEVELOPMENT PARTNERS **MILWAUKEE COUNTY**

## **DBE Participation Recommendation/Wavier Request**

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

CBDP@milwaukeeCountyWi.gov

LocalStateX _FederalGrant If Federally Funded, what percentage?100%%  Federal Source of Funds:FAAFTADOT (includes WisDOT)Other:DHHS (includes Wisc. DHS)  CONTACT INFORMATION							
CONTACT INFORMATION							
Contract Administrator: Gary W. Portenier Phone: (414) 289-6547 Date: November 11, 2016							
Email Address gary.portenier@milwaukeecountywi.gov Fund: OAA Agency: Dept. on Aging Org No. 7900							
PROJECT INFORMATION							
Project Name: Case Management and Delivery Services for Home Delivered Meals Project No.: 417-33							
Contract Scope/Project Description (attach scope/description of work or estimating sheet):							
Purpose is to provide ongoing case management and daily (Monday thru Friday) delivery of hot, nutritious mid-day meals to a growing population of isolated,							
homebound, and at-risk elders. The most at-risk elders (as determined through ongoing case management) also receive frozen meals for use over the weekend.							
Program/service guidelines are attached. The contract award recommendation is from the Milwaukee County Commission on Aging.							
Contracting Opportunities (List NAICS codes): None							
*County Board File No. 98-197(a) (a)							
RFP/BID will be used (Yes/No) No Advertising Date: Not required* Bid/Proposal Due Date: August 19, 2016							
TYPE OF PROJECT							
Professional Services Estimated Amount Recommended DBE Participation							
\$%							
Recommended							
Construction Related         Estimated Amount         Estimated Allowance         DBE Participation							
\$%							
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.							
<b>Explanation:</b> The county will contract with nonprofit Goodwill Industries of Southeastern Wisconsin to provide case management and meal delivery.							
Subcontracting with a DBE certified vendor places undue burdens on the ideal of the							
Holly Davis 11/17/2016							
Department on Aging Holly Davis Department/Division Administrator Name Signature Date							
CBDP USE ONLY							
Concur with Recommendation, or provide the following goals:%							
This contract is exempt from the DBE goal: X Yes No							
Docusigned by:  11/17/2016							
Approved: 11/17/2016 Date:							

#### SECTION VI 2017 MILWAUKEE COUNTY DEPARTMENT ON AGING HOME DELIVERED MEALS PROGRAM SPECIFICATIONS

#### A. Service Delivery Guidelines

Applicants for Milwaukee County Department on Aging (MCDA) funding to provide <u>Case Management & Delivery Services</u> for the Home Delivered Meal Program (<u>CM/D:HDM</u>) must comply with and incorporate within program operations the following specifications and guidelines.

Where indicated in **bold type**, applicants must include a description of how they will meet specific guidelines in the indicated section(s) of **Exhibit I**, Description of Proposed Programs and Services.

#### 1. Program Activities

The intent of the <u>CM/D:HDM</u> is to provide one hot nutritious meal per day to maintain or improve the nutritional status of eligible homebound elders. (Actual meal preparation, packing, and transportation to dispatch sites shall be the responsibility of caterer(s) selected by MCDA. Meal preparation, packaging, and transportation to the dispatch sites shall be "bid" according to the policies and procedures of the Procurement Division of the Milwaukee County Department of Administration. A contract(s) will be awarded to food caterer(s) who meet the standards and specifications according to Milwaukee County procedures and policies).

Provider responsibilities include, but are not limited to the following:

- 1. Client assessments/reassessments
- 2. Meal delivery
- 3. Routing
- 4. Driver supervision
- 5. Case management and service coordination
- 6. Ordering of meals on a daily basis from caterer(s) designated by MCDA.
- 7. Monitoring of meals to ensure compliance with specifications and regulations.
- 8. Coordination of meal distribution at eight dispatch locations Monday through Friday, except most Major Holidays.
- 9. Provision of nutrition education materials to clients minimally one time each quarter, four times annually.

#### A. Food Service

- 1. Where feasible and appropriate, provider will make arrangements for availability of services in weather related emergencies.
- 2. The provider will order meals daily from the caterer(s) selected by MCDA. Each client is to receive one complete meal that consists of both "hot" and "cold" portions that together meet one-third of the recommended daily allowance for older adults. Some clients will be eligible for 2 meals per day, one hot meal and one cold bag meal if authorized by their funding source. Also, some clients may be authorized by the service provider or Case Manager to be eligible for frozen weekend meals delivered on Fridays.
- 3. The provider is required to ensure that hot foods are delivered to client homes at temperatures of not less than 140° and cold foods at no greater than. 41°F. Food not required to be served hot or cold must be delivered in such a manner as to be received and consumed in a palatable condition. All foods must be prepared, stored and delivered to the recipients in such a sanitary manner that it is not and cannot become contaminated.
- 4. The provider shall furnish such services to insure that all equipment is kept clean and sanitary throughout, in accordance with the rules and regulations of the City of Milwaukee Health Department and other regulatory agencies. If licenses or permits become mandatory by law or statute, the Provider is required to keep all in effect.
- 5. The provider shall monitor quality of meals provided by caterer(s) to ensure adherence to Milwaukee County standards and specifications.
- 6. The provider shall monitor portion control to ensure that requirements of the Older American's Act, State of WI and MCDA are met.
- 7. The provider shall resolve the daily catering problems as they occur, such as food or supply problems, insufficient temperatures, inadequate portions, late delivery of meals, shortages, improper delivery of meals, etc.
- 8. All receipts records and invoices for meals ordered by the provider shall be made available upon request for review and verification of authenticity by the Milwaukee County Department of Audit and/or MCDA staff.
- 9. In the event that the caterer(s) fail to deliver any meals or portions of the meals as specified by the MCDA, the provider shall have the authority to procure meals from other caterer(s) selected by MCDA and charge to the original caterer(s) the cost of such replacement meals, plus any expenses incurred by the

provider in obtaining such replacements.

- 10. Meals and menus shall adhere to the specifications developed by MCDA. All meals served must provide a minimum of one-third of the recommended daily allowance for adults. All meals must be prepared in accordance with the menus developed by the Milwaukee County Senior Meal Program Director.
- 11. The provider shall maintain such records, supported by catering receipts, daily tally sheets, driver logs, computerized records, daily activity reports, etc. as MCDA will need to meet its responsibilities under all Federal and State reporting requirements.
- 12. The books and records of the provider shall be maintained for a period of four (4) years and shall be available for inspection and audit by representatives of the Department of Public Instruction, USDA, General Accounting Office, MCDA, and Milwaukee County Department of Audit at any reasonable time and place.

#### B. <u>Meal Delivery</u>

- 1. It is the provider's responsibility to design an efficient and timely routing system to insure the delivery of food which meets the temperature standards as specified in Section 1.A (3) above.
- 2. Under normal circumstances, no routes are to take longer than two hours to complete.
- 3. It is the provider's responsibility to recruit, train, supervise, and provide for an adequate number of drivers and backup drivers to operate the CM/D:HDM.
- 4. It is the provider's responsibility to provide ongoing training for drivers as specified in Section 1.A (8).
- 5. Daily delivery logs must be maintained which <u>include client names and date of delivery.</u>
- 6. While on duty all drivers must wear identification badges containing at least the following information: name, title, agency name or logo.
- 7. All meals must be delivered in accordance with procedures established by the City of Milwaukee Health Department and MCDA.
- 8. It is the provider's responsibility to ensure that all hot foods are protected from heat loss by being transported in an NSF approved "hot box" that will

maintain temperatures of a minimum of 140°F for two hours. Equipment will be furnished by MCDA or service provider.

- 9. To protect cold foods from becoming warm, it is the provider's responsibility to transport cold foods in such equipment that a temperature no greater than 41°F is maintained. Equipment will be furnished by MCDA or service provider.
- 10. As detailed in sections B (8) and (9) above, all meals and portions of the meals must be transported in equipment approved by MCDA and in enclosed vehicles. Meals cannot be transported in open-bed trucks or similar vehicles. Pets may not be in the vehicle while food is being transported.
- 11. It is the provider's responsibility to ensure that each home delivered meal driver has daily personal contact with each client. All meals must be hand-delivered to each client. Meals may not be left with a relative living in the home nor left unattended at the client's home nor placed in a mailbox, nor left with a neighbor.
- 12. It is the provider's responsibility to coordinate activities at the dispatch sites; to allocate meals to individual "hot boxes"; to clean and maintain in a sanitary condition the equipment used in the Home Delivered Meal program.
- 13. Under other special circumstances, provider may be required to provide delivery of meals or other products for the safety and well being of the home delivered meal clients.

#### C. Case Management and Service Coordination

- 1. All referrals for meals shall come from MCDA-Aging Resource Center or directly through Family Care, I.R.I.S, Community Care or ICare, with appropriate authorization.
- 2. Some persons may be referred for ongoing case management to MCDA case managers.
- 3. The case plan format must be approved by MCDA.
- 4. Client records must contain documentation of need for and coordination of home delivered meals with other MCDA and aging network programs and services.
- 4. Provider, with the consent of the HDM client or his/her representative will bring to the attention of appropriate officials, conditions that place the older HDM recipient in danger.

#### D. Client Records

#### 1. Each client's file must contain:

- a. Initial inquiry/request sheet.
- b. In-home assessment record.
- c. Physician's statement for Medical Certification.
- d. File notes following assessment to contain:
  - d.1 Client-stated disabilities;
  - d.2 Observation of physical mobility, speech and vision;
  - d.3 Observation of mental awareness, competence, and ability to function;
  - d.4 Observation of home environment, i.e., necessities, odors, conveniences;
  - d.5 Summarization of person(s) or agency responsible for home and personal care, i.e., bathing, cleaning, laundry, and shopping
- e. All correspondence.
- f. Reassessment data.
- g. Narrative and progress notes.
- h. Plan of care include:
  - h.1 Goals of service:
  - h.2 Duration of service;
  - h.3 Frequency of service.
- i. Termination notice and reason for termination.

#### E. Client Assessment and Reassessments

- To determine the need for service for individuals who are referred by MCDA for home delivered meals; provider will use the client assessment format prescribed by MCDA including the screening for ADLs and IADLs.
- 2. In-home reassessments of all HDM clients must be conducted by the CM/D: HDM staff **at least annually**. Reassessments are to be conducted more often if a need is indicated. In some cases, MCDA case managers may be asked to conduct a client's reassessment.

#### 2. Program Goals and Objectives

Applicants must specify the <u>measurable program objectives and</u> <u>outcomes</u>, and the <u>methods</u> and <u>time frame</u> to achieve them. The objectives should relate to the proposed program and services. The methods must specify the operational or quantitative steps to accomplish the objectives and measure the outcomes. The time frame should indicate when the objectives would be completed. Also, the nutritional effectiveness of the home delivered meal program must be measured as an outcome. **Fifty clients that are new or have not been on the program for at least a year must** 

have their nutritional status assessed within their first or second month of receiving home delivered meals, and then reassessed after 6 months later. A complete report

detailing methods, data collected and results must be compiled and submitted to MCDA by the end of 2016. (Include in Section 2.0 of Exhibit 1.)

#### 3. <u>Unacceptable Program Activities</u>

Activities that violate the provisions of a Department on Aging contract of these Program/Service Guidelines.

#### 4. <u>Eligible Clients</u>

- A. All clients must be in need of home delivered meal service and meet the following criteria established by MCDA.
  - 1. A person must be 60 years of age or older or be the spouse of a person at least 60 years of age who receives home delivered meals.
  - 2. A person with disabilities, regardless of age, who resides in the same house with an eligible person 60 years or older that is receiving meals may also receive meals.
  - 3. The individual must be homebound, i.e., does not leave his or her home under normal circumstances.
  - 4. The person must be unable to participate in the congregate meal program because of physical or mental impairment.
  - 5. There is no other adult living in the same house, building or area able or willing to prepare meals. When there is another adult living in the same house, meals may be provided as respite, when appropriate.
  - 6. The program is able to provide a general diet or special diets: Doctor's prescriptions and authorizations are needed for both general or special diet orders.
  - 7. The individual is able to feed him/herself or have someone available to help feed the individual.
  - 8. The individual agrees to be home when meals are delivered, or to notify the program to cancel a meal when absence is unavoidable.
  - 9. The individual must have physical or mental impairment and is unable to obtain and prepare adequate meals.
- B. Priority must be given to older persons who have greatest economic and social need as defined by the Wisconsin Bureau on Aging which

defines these terms as follows: "the term 'greatest economic need' means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census. The term 'greatest social need' means the need caused by noneconomic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by social or ethnic status which restricts an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently.

- C. All clients receiving home delivered meals as of December 31, 2016 shall continue to receive service unless discontinued in accordance with Section 5.b of this document.
- D. A complete listing of the names and addresses of active and or terminated clients must be provided to the Department on Aging upon request, in addition monthly meal counts of individual meals may be requested.

#### 5. Initiation and Termination of Service

#### A. Initiation

- 1. All referrals for Home Delivered Meals shall come from MCDA-Resource Center.
- 2. Services will be initiated when an in-home assessment conducted by CM/D:HDM staff indicates that home delivered meal service is necessary and appropriate; a diet has been approved by the physician; and funds are available to provide the service. When a primary M.D. is not available for a diet order; diet requests should be emailed to the MCDA Senior Meal Program Director for permission to provide home delivered meals. Client is responsible for signing a waiver indicating they are taking responsibility for chosen diet.
- 3. <u>In the event meal service was started as a result of a hospital discharge, etc., an in-home assessment of each new client must be conducted within five working days after meal service has begun.</u>

#### B. Termination

Home delivered meal services will not be provided and will be terminated when:

- 1. The client withdraws the request.
- 2. A referral has been made to and accepted by another resource.
- 3. It has been determined by assessment or medical reference that the service is no longer appropriate or necessary.

#### 6. Limitation on the Provision of Service

- A. Each client is to receive one hot meal delivered on a daily basis, Monday through Friday, except for holidays such as Fourth of July, Memorial Day, Labor Day, etc. Shelf-stable or frozen meals may be provided for days the program does not deliver, such as holidays, etc., and is generally delivered with the hot meal that is delivered the day before. If funding is not sufficient for a 5 day delivery schedule, schedule can be altered mid- week to eliminate one delivery day per month and provide an extra meal the preceding day. Maximum cancellation of 24 service days for the entire year.
- B. If appropriate and it is determined by CM/D:HDM staff that providing meals seven days per week is in the best interest of those clients with the greatest economic and social need, in order to maintain the health and general nutritional status of those clients, and funds are available, week-end meals may be provided. These meals may be shelf-stable or frozen meals, depending on the client's functional abilities and the program's scheduling and funding abilities and goals.
- C. CM/D:HDM staff shall determine the duration and level of service for each client.

#### 7. <u>Program Personnel</u>

#### A. General

- 1. Applicants must submit a staffing plan, including the job description for each position receiving full or partial MCDA funds involved in this program. (Include as Appendix 1 of Exhibit 1)
- 2. Recognition will be given to those programs that will employ older adults age 45 or over in the provision of services.
- 3. Personnel funded wholly or in part by MCDA must spend a percentage of their time on contract related activities equal to the percentage of their compensation paid with MCDA funds.

- 4. All current employees working in the Home Delivered Meal Program and all new potential employees for the Home Delivered Meal Program must be screened with both a local and a statewide criminal check. Employment must be denied and/or an employee terminated if the criminal screenings reveal an unfavorable report that could negatively impact the safety and well being of the clients being served.
- 5. The appropriate administrative supervisor must supervise all drivers.
- 6. Supervision of the CM/D:HDM professional and clerical staff must be provided within the structure of the Agency. (Applicants must detail this structure)
- 7. Dispatch Supervisors must be trained annually in food safety and sanitation as required by the State of WI, or equivalent as approved by MCDA.

#### B. Case Management/Service Coordination Personnel

Case management personnel must meet the following educational requirements and work-related experience:

1. A minimum of a bachelor's degree in social work, dietetics or nursing from an accredited college or university; and preferably one year of experience working with older adults in either a paid or voluntary capacity.

#### 8. Training

- A. Applicants must clearly indicate how persons delivering meals will receive training in the following areas:
  - 1. Awareness of the special needs of older adults
  - 2. Maintenance of accurate records of service provided
  - 3. Defensive driving
  - 4. Accessing emergency medical systems
- B. As part of ongoing training, all program personnel must participate in regular staff meetings to keep informed of overall program activities and developments. Personnel must receive on going training regarding food safety, sanitation, basic nutrition fundamentals, and health and wellness topics related to aging.
- C. In-service trainings need to be supported with documentation containing the following information: date, time, duration, topic, presenter along with names of attendees.

#### 9. Program Organization

- A. **In Appendix 8 of Exhibit 1,** applicants must clearly show the lines of responsibility within the program and/or agency who will be:
  - 1. Solely responsible for overall administration of 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 reporting monthly data on required forms
  - 6. Responsible for internal monitoring of the program;
  - 7. Responsible for handling consumer and client complaint
  - 8. Responsible for collection, tabulation, recording and depositing of client contributions. Ability to process contributions through USDA if a client on FoodShare chooses to allocate their funding towards a contribution.
- 9. Responsible for provision and data entry of Nutrition Education information provided to clients minimally four times a year into SAMS.

#### 10. Other Program Requirements

Applicants must clearly describe their emergency plan for maintaining the provision of services to older adults through this program in the event of an emergency.

#### 11. <u>Alternate Sources of Reimbursements</u>

- A. Applicants must clearly show how they will determine whether each client is eligible for alternate sources of service. Sources to be investigated may include private resources, Family Care, IRIS, Icare, etc.
- B. Title III-C of the Older American Act shall be the payment of last resort for reimbursement of services provided to clients. Other resources listed above shall be explored by the agency prior to billing Title III.

#### 12. <u>Billing and Reporting</u>

A. On a daily basis, provider will prepare a Meal Summary Report which shows the number of meals ordered from each caterer, by route and by diet, be it regular or therapeutic. These reports will be the "source documents" from which catering invoices are paid by MCDA and from which monthly service reports are compiled. In addition, monthly service reports and client service reports are also required. Family Care, ICare, IRIS and Community Care meals reporting on a daily and monthly basis is also required. The total number of meals received per individual for all clients must be entered into SAMS at the end

of each month.

- B. At the end of each month, the provider may be requested to submit a list of the names of all clients who received home delivered meals during the month that were paid for with MCDA funding. The list will indicate new clients served during the month as well as the names and status of clients who received service during the previous month, but who did not receive service on the month being reported (i.e. deceased, nursing home, etc.). This list may be requested by MCDA along with the service reports by the fifth (5) working day of each month.
- C. This program will be funded as a Grant Contract where the provider is reimbursed only for the actual expenses incurred in operating the program and providing the services for which the contract has been awarded.
- D. Providers must submit to the MCDA a monthly invoice for services provided along with the Service Report and any other reports required by MCDA by the fifth working day of the following month. The monthly invoice for services needs to have original documentation for all reported expenses to be kept on file with the agency. This includes but is not limited to payroll records detailing hours worked, compensation, fringe benefits, etc., paid invoices, and detail of any and all "indirect" or "administrative" costs. The MCDA Senior Meal Program Director will have a right to inspect these documents at any reasonable time. Separate detailed budgets must be submitted to show the revenues and expenditures relating to the operation of the home delivered meals and the congregate meal sites.
- E. Each quarter, nutrition education units of service for each client, must be entered into SAMS's. Annual minimum requirement for each client is one unit of service per quarter, or four units per year.

#### 13. Contributions (**Include in Section 2.0 in Exhibit 1**)

- A. Applicants agree to provide persons receiving services under this agreement, with the exception of those clients whose meals are reimbursed by Managed Care, the opportunity to contribute to all or part of the costs of the services provided in accordance with the established contribution policies for the CM/D:HDM. Collection and banking of contributions shall be in accordance with policies established by Milwaukee County.
- B. If applicant agency uses a letter to generate contributions, a copy of that letter is to be attached in the proposal as **Appendix 7.**
- C. Contributions are to be collected in envelopes and deposited in locked boxes located at each dispatch site. Administrative staff of the provider must collect these envelopes no less than once a week and more often if the need arises. The contents of the envelopes must be counted and/or tabulated and

recorded together by two persons designated by the provider. All client contributions, including those mailed to the agency, must be clearly recorded and deposited in a bank account designated by MCDA, no less than weekly and more often if needed. Once counted, a Bonded Courier Service must be utilized for transporting these contributions to a designated bank branch.

D. Under absolutely no circumstances shall drivers either solicit or accept gratuities or "tips".

#### 14. <u>Criteria for Selection of Agencies</u>

Agencies wishing to be considered as applicants for MCDA funding to operate the MCDA CM/D:HDM program in 2017 must meet the following criteria:

- A. To be eligible to provide services under this program, an applicant must be legally incorporated under the laws of the state of Wisconsin and have as its primary purpose or business, the provision of services to older persons.
- B. Applicant agencies must have an established track record of providing quality services to Milwaukee County residents. Preference will be given to applicants with an established track record of providing CM/D:HDM activities to Milwaukee County older adults.
- C. Applicants must have the capacity to provide for all the program activities included in the CM/D:HDM specifications. Applicants who intend to subcontract for any of the listed program activities must declare their intent to do so in their application and must receive express approval from MCDA before entering into contractual agreements for such purposes.
- D. For the 2017 calendar year applicants must have the capacity to provide and deliver 1,300 meals on a daily basis (Monday through Friday) to qualify as a CM/D:HDM provider.

E.

Applicants must conform with all policies, specifications, and regulations relating to the operation of the CM/D:HDM as determined by MCDA.

- F. Should an applicant be chosen to provide CM/D:HDM, these guidelines shall be incorporated by reference in any contract between the applicant and Milwaukee County, and shall serve as requirements for the provision of services under such contract.
- G. Program Managers of applicants must have access to a fax machine, computer hardware, printers and software programs such as Microsoft Excel and Word; and must have the capability to receive and submit communications and reports via e-Mail with MCDA and the caterer.

#### 15. Review and Inspection

- A. The activities of the dispatch areas, which are coordinated by the provider, may be inspected at any time during normal business hours by appropriate staff from MCDA. These inspections will be unannounced.
- B. All provider's records that relate to this program, may be inspected during normal business hours by appropriate staff from MCDA. These visits will be scheduled to accommodate both the provider and the Department.

#### 16. Contract Extension

A contract for Case Management & Delivery Services for the Home Delivered Meal Program will be awarded for the period of January 1, 2017 to December 31, 2017. Should the program be eligible for Administrative Renewal, any contract extension will be contingent upon satisfactory performance of the service provider, the willingness of the provider to extend the contract, the inclusion of sufficient funding in the Adopted County Budget for the year the contract is extended, and authorization by the Milwaukee County Board of Supervisors and/or County Executive.

#### 17. <u>Insurance</u>

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
- 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.

# 570060777252 Certificate No:

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/30/2015

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(les) 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 Aon Risk Services Central, Inc.	CONTACT NAME: PICNE IAC, No. Extr. (866) 283-7122 FAX, No.3: (800) 363-0105					
Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	E-MAIL ADDRESS:					
	INSURER(S) AFFORDING COVERAGE					
NSURED	WSURERA: Westchester Surplus Lines Ins Co	10172				
Goodwill Industries of	INSURER B: Allmerica Financial Benefit Insurance Co	41840				
Southeastern Wisconsin, Inc.	INSURER C: The Hanover Insurance Co	22292				
5400 s. 60 Street Greendale WI 53129 USA	INSURERD: Travelers Property Cas Co of America 25					
	INSURER E:					
	INSURER F:					

**CERTIFICATE NUMBER: 570060777252 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,

NSR	TYPE OF INSURANCE	ADDII SU	POLICY NUMBER	POLICY EFF POLICY EXP	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY	EVSEL VI	ZH1A04349803	01/01/2016 01/01/2017	EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
			M		MED EXP (Any one person)	\$1,000
					PERSONAL & ADV INJURY	\$1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$2,000,000
	POLICY PRO-				PRODUCTS - COMP/OP AGG	\$2,000,000
В	OTHER: AUTOMOBILE LIABILITY AW1 A019534-04 01/01/20	01/01/2016 01/01/2017	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
			1		BODILY INJURY ( Per person)	
	ALL OWNED SCHEDULED AUTOS AUTOS HIRED AUTOS NON-OWNED AUTOS AUTOS				BODILY INJURY (Per accident)	
			PROPERTY DAMAGE (Per accident)			
С	X UMBRELLA LIAB OCCUR	-	UH1A04350003	01/01/2016 01/01/2017	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB X CLAIMS-MADE	1			AGGREGATE	\$10,000,000
	DED RETENTION					
D	WORKERS COMPENSATION AND		TRIUB1117148116	01/01/2016 01/01/2017	X PER OTH-	
	EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE N				E,L, EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED? [Mandatory in NH]	N/A			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE-POLICY LIMIT	\$1,000,000
	DESCRIPTION OF CHERATIONS DELOW					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (AGORD 101, Additional Remarks Schedule, may be attached if more space is required) milwaukee County Department of Aging is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy.

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#### 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.

Milwaukee County Department of Aging 1220 W. Vliet Street Milwaukee WI 53205 USA

AUTHORIZED REPRESENTATIVE

. Am Rish Services Contral Inc.

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## CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY) 01/14/2016

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 DEPRESENTATIVE OR PRODUCER. AND THE CERTIFICATE HOLDER.

RE	PRESENTATIVE	OR PRODU	CER, AND THE CERTIFICATE HOLD prepared for a party who has an insur	DER. able interest in the prop	erty, do not use this	s form. Use ACORD 27 or	ACORD 28.		
		ncate is being	prepared for a party with his air mean	CONTACT	41	The state of the s			
Robu	cem Risk Services	Central. In	16.	PHONE (AG, No. Est)	(866) 283-7122	FAX BOD.	63-0105		
Milwaukee WI Office					(800) 283-7122	(NC. No.) 800-	103-0103		
10700 Research Drive									
uit	e 450			ADDRESS: PRODUCER CUSTOMER ID	570000023921				
1 IW	aukee WI 53226	O USA		GOSTOWISKID		FFORDING COVERAGE		NAIC #	
_				INSURER A:				11150	
SURI	O				Arth Insurance	e company		THE PARTY	
bod	will Industrie	es of		INSURER B: INSURER C:					
Juc	heastern Wisco	onsin, Inc.		INSURER D				-	
100	s. 60 Street ndale WI 53129	) IICA		INSURER E:					
ec	nuale wi Joir.	034		INSURER F:					
			CERTIFICATE NUMBER:		F2	EVISION NUMBER:			
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1						PROTECTION ACTION AND AND AND ACTION			
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CE	RTIFICATE HO	LDER		GANGELLATI	ON				
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			AUTHORIZED REPRI	Authorized Representative Aon Risk Services Central Inc.					

CONTRA	ACT FOR	<b>M</b> 1684 R5 (Refe	er to ADMINI	ISTRATIVE N	MANUAL S	ection 1.13, fo	or procedures	s)					
Mail to:									CONTRACT TYPE				
•		Comptroller, Co	_						Professional Service - Operating				
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse							Professional Service - Capit  Purchase of Service			-			
Community Business Development Partners, 8th Floor City Campus								5 " '	X			Х	
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Goodwill I	ndustries	of Southeas	stern W	isconsin	,Inc	P.O Bo	x 78564						
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ACCOUNT	ING INFOR	RMATION		•					-				
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2017	02	0001	790	7932	A5HM		8123					\$ 259,2	
2017	03	0001	790	7932	A5HM		8123					\$ 690,4	19 00
2017	00	0001	700	1002	71011111		0120					Ψ 000,	10.00
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	VVVVV					40.050			5		F	Pending	
	XXXXX	If YES, giv	e County	Board File	e No.	16-652			Date Approve	d			
		If NO, why	ic Count	, Board or	nroval n	ot roquiro	43						
Man Contro	at fully aves	•		-	•	-					10004	LVEC!	NO
Was Contract <b>fully</b> executed prior to work being performed (all signatures received)?								INO					
Is Vendor a certified professional service DBE?  YES xxx NO								NO					
	Negrin Wortz  11/11/16  Accountant												
Nasrin We	ertz			11/1	1/16		Accoun	tant					
Prepared By	Lann.	1. Dani		Date		7	Title						
	7 10000	y David		11/1	1/16		Interim D	)irootor					
Signature of				Date			Title	JII ECIOI					-
2.3.73.3.70 01	ignature of County Administrator Date Title												

#### Milwaukee County Department on Aging 2017 Purchase of Service Contract Home Delivered Meals

Contract Number 450-417-33

Service Case Management and Delivery Services for Home Delivered

<u>Meals</u>

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 <u>Goodwill Industries of Southeastern Wisconsin, Inc.</u>, (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 Services

- A. Contractor shall provide all personnel required to perform the services under this Contract. Such personnel shall not be employees of, 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 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 initiating and providing 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 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 may not transfer a client from one category of care or service to another without the prior written approval of the County.
- H. 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 shall comply with allowable cost policies and procedures established by the Wisconsin Department of Health Services.

#### 6. <u>Compensation</u>

- 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 services within the specific amounts stated in Exhibit I. County is unable to guarantee the volume of requests 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 the 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) (8) 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 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 descriptive care and service verification, including the dates of programs and services performed for all of the purchased 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 service 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 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 Contractor or Contractor's subcontractors as may be necessary to evaluate or confirm Contractor's cost estimates, rates, and charges for the care and services provided under this Contract or as may be necessary to evaluate or confirm Contractor's delivery of the care

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 care and services are being furnished.

#### 10. <u>Audit Requirements</u>

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) <u>Circular A-133</u>, <u>Audits of States</u>, <u>Local Governments and Non-Profit Organizations</u>. The audit submitted by Contractor shall be conducted in conformance with the following standards:

- (a) Wisconsin Department of Health Services, <u>DHS Audit Guide</u>, <u>2015 Revision</u> (or later);
- (b) Standards applicable to financial audits contained in <u>Government Auditing</u>
  <u>Standards (GAS)</u> promulgated by the Comptroller General of the United States;
  and
- (c) <u>Generally Accepted Auditing Standards (GAAS)</u> 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, <u>DHS Audit Guide</u>, <u>2015 Revision</u> (or later);

- (e) Standards applicable to financial audits contained in <u>Government Auditing</u>
  <u>Standards (GAS)</u> promulgated by the Comptroller General of the United States;
  And
- (f) <u>Generally Accepted Auditing Standards (GAAS)</u> 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 <u>did not</u> 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.
- 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, <u>Standards for Audit of Governmental Organizations</u>, <u>Programs</u>, <u>Activities and Functions</u>
- b. AICPA, Generally Accepted Auditing Standards
- c. OMB Circular A-133, <u>Audits of States, Local Governments, and Non-Profit Organizations</u>
- d. OMB Circular A-133, 2015 Compliance Supplement
- e. OMB Circular A-122, Cost Principles For Nonprofit Organizations
- f. OMB Circular A-87, <u>Cost Principles for State, Local and Indian Tribal</u> Governments
- g. Wisconsin State Statutes, Section 46.036, Purchase of Care and Services
- h. Wisconsin Department of Administration, <u>State Single Audit Guidelines</u> Current Revision
- i. Wisconsin Department of Health Services, <u>DHS Audit Guide</u>, <u>2015 Revision</u> (or later)
- j. Wisconsin Department of Health Services, <u>Allowable Cost Policy Manual</u> -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 Office of the Comptroller, 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 care 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 the care and service, or as may be necessary to evaluate or confirm subrecipient's delivery of the care and service in compliance with the program/service specifications or guidelines for this contract and the subcontract.

Subrecipient shall maintain written verification of care and service provided under the subcontract, including the dates of services performed 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 service 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. <u>Indemnity</u>

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. <u>Insurance</u>

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:

Type of Coverage	Minimum Limits
Wisconsin Worker's 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	\$1,000,000 per Accident
Uninsured Motorists	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(s) 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 obligations to Contractor until such time as the Contract requirements are met.

#### 16. Contract Termination

- A. This Contract may be terminated thirty (30) days following written notice by County or Contractor for any reason 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 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.
- A. Contractor shall notify County, in writing, whenever it is unable to provide the required quality and quantity of programs and services. Upon such notification, County and Contractor shall determine whether such inability 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 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. 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 deposit all funds contributed by clients to a bank account designated by County and to report to County all such contributions and to record and

- document these funds as specified in the relevant Program/Service Guidelines or Specifications.
- C. Contractor agrees that any and all client contributions may, at the County's discretion, be used as an offset to County's reimbursement of Contractor for services rendered or to purchase additional units of service for eligible clients authorized and designated by County. Contractor further agrees that all units of service purchased with client contributions shall be provided in the same manner and at the same unit cost as such services as are purchased through this Contract.
- D. Contractor further agrees that all funds received 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.

#### 19. <u>Modifications</u>

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

#### 20. Contract Renegotiation and Revision

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

#### 21. Independent Contractor

Nothing contained in this Contract shall constitute or be construed to create a partnership, joint venture, or employee-employer 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.

#### 22. Subcontracts

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

#### 23. <u>Assignment Limitation</u>

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

#### 24. Resolution of Disputes

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

#### 25. Prohibited Practices

- A. During the period of this Contract, Contractor shall not hire, retain, or utilize for compensation, any member, officer, or employee of the Department of Aging representing County or any person who to the knowledge of the 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 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.

#### 26. 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.

#### 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 offenses 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.

Ву:		Date:	
-	(Signature of Official Authorized to Sign Contract)	<del>.</del>	

#### 28. <u>Certification Regarding Lobbying</u>

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

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

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

By:		Date:
,	(Signature of Official Authorized to Sign Contract)	_
For:		
	(Name of Grantee)	_
	(Title of Grant Program)	<del>_</del>

#### 29. 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), as amended, 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), as amended, 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.

#### 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. Contract Content

The entire Contract of the parties, with all attached exhibits and assurances, together with the relevant Program/Service Specifications or Guidelines 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 whom shall be deemed as original.

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	y 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 agreement 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 agreement as provided below.

Approved as to Chapter 42 DBE Pro	vision by Community Business Develo	opment Partners
By: Kick Norms  AB4684B4823E458	vision by Community Business Develo Date:	
Title: CBDP Director		
Reviewed by Risk Management:		
By:	Date:	

Approved as to Execution:	
By:	Date:
Title:	-
Contractor Representative:	
By:	Date:
Title:	-
Milwaukee County Department on Aging:	
By:	Date:
Title:	-
Milwaukee County Comptroller:	
By:	Date:
Scott Manske	
Milwaukee County Executive:	
By:	Date:
Chris Abele	
Approved as to Wis. Stats. §59.42	
By:	Date:
Title:	-

Contract No. 450-417-33



**Certificate Of Completion** 

Envelope Id: 6D562346AF4746BF97BD1BFF2BA8EA8A

Subject: Please DocuSign: Case Management and Delivery Services for Home Delivered Meals

Source Envelope:

Signatures: 3 **Envelope Originator:** Document Pages: 35 Certificate Pages: 5 Initials: 0 **Gary Portenier** 

AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

633 W. Wisconsin Ave. Suite 901

Status: Sent

Milwaukee, WI 53203

gary.portenier@milwaukeecountywi.gov

IP Address: 204.194.251.5

**Record Tracking** 

Holder: Gary Portenier Status: Original Location: DocuSign

11/16/2016 3:46:32 PM gary.portenier@milwaukeecountywi.gov

Signer Events

Holly Davis holly.davis@milwaukeecountywi.gov

Director

Security Level: Email, Account Authentication

(None)

Signature DocuSigned by:

Holly Davis

Using IP Address: 204.194.251.5

**Timestamp** 

Sent: 11/16/2016 4:12:27 PM Viewed: 11/17/2016 8:50:37 AM Signed: 11/17/2016 11:05:52 AM

Electronic Record and Signature Disclosure: Accepted: 11/17/2016 11:05:47 AM

ID: 21ea5a30-3747-40e8-bbf4-508a4d3ce870

Rick Norris

rick.norris@milwaukeecountywi.gov

**CBDP** Director

Milwaukee County

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

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

Colleen Foley

corpcounselsignature@milwcnty.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

ID:

Charles Stadler

Chuck.Stadler@goodwillsew.com

Security Level: Email, Account Authentication (None)

DocuSigned by: Rick Mornis AD4C84D4023E450.

Using IP Address: 204.194.251.5

Sent: 11/17/2016 11:05:54 AM Viewed: 11/17/2016 1:13:29 PM Signed: 11/17/2016 1:14:02 PM

Sent: 11/17/2016 1:14:04 PM

Signer Events Signature Timestamp

Electronic Record and Signature Disclosure: Accepted: 5/19/2015 12:36:00 PM ID: 57fa2dc5-dfc3-4032-b5e3-212cca0be9bd

Holly Davis

holly.davis@milwaukeecountywi.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure: Accepted: 11/17/2016 11:05:47 AM

ID: 21ea5a30-3747-40e8-bbf4-508a4d3ce870

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
•	Otatus	riniestanips

**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> <li>Allow per session cookies</li> <li>Users accessing the internet behind a Proxy Server must enable HTTP</li> </ul>

#### 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.