

2019-2021 PURCHASE OF SERVICE CONTRACT

- PATERNITY GENETIC TESTING -

This Contract between Milwaukee County, a Wisconsin municipal body corporation represented by the Milwaukee County Department of Child Support Services, located at Room 101 - Courthouse, 901 N. 9th St. Milwaukee, WI 53233 (hereinafter called County) and DNA Diagnostics Center, Inc. having a principal place of business at One DDC Way, Fairfield, OH 45014 becomes effective on January 1, 2019.

1. SCOPE OF SERVICES

Contractor shall specifically perform all of the services and achieve the objectives as set forth in its application submitted to County, and as indicated in Attachment I, Schedule of Services to be Purchased and Compensation.

2. STAFFING AND DELIVERY OF SERVICES

Contractor shall provide all personnel required to perform the services under this Contract, including personnel to fully staff its courthouse draw site and the administrative position within the Department of Child Support Services. Such personnel shall not be employees of, or have any other contractual relationships with County. Any replacement of personnel listed on Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Written notification of replacement of personnel shall be provided to County prior to replacement. Contractor shall not replace named personnel without prior written approval of County. Any proposed replacement of named personnel shall be by persons of equal qualification.

Except as provided herein, Contractor shall determine the methods, procedures, and personnel policies to be used in initiating and furnishing services under 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.

3. DATES OF PERFORMANCE

This Contract is for the period of January 1, 2019 through December 31, 2021 unless this Agreement is otherwise renewed or extended. County shall have the option of extending this Agreement for two additional one-year periods under the same terms and conditions, and upon mutual consent of County and Contractor. Upon termination, Contractor agrees to cooperate with County in the transition to any successor vendor, including shipping any specimens to the successive vendor at no charge to County or the new vendor and providing County with a database identifying the samples in Contractor's possession that were collected under this contract and identifying the samples that were forwarded to the new vendor.

4. COMPENSATION

Contractor shall be compensated for the services performed as stated in Attachment I, Schedule of Services to Be Purchased and Compensation, attached hereto and made a part of this Contract. County is unable to guarantee the volume of requests funded by this Contract. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for services provided hereunder.

5. BILLING

Contractor shall provide County with billings for services provided in accordance with Attachment II, Payment Method and shall be paid in accordance therewith.

6. CONFIDENTIALITY

Any case information obtained by any employee of Contractor, pursuant to the services provided in this Contract, is confidential. Any improper use or dissemination of information obtained will be considered grounds for sanction of Contractor and possible termination of this Contract. The obligations of this section survive any expiration or termination of this Contract.

County agrees to use test results received from Contractor only for purposes of the Child Support Services program, and agrees not to otherwise use or disclose such results publicly.

7. OWNERSHIP OF SPECIMENS, RECORDS AND DATA

Ownership of all specimen samples, records, data, and test results shall remain with Contractor, subject to Contractor's agreement to ship specimens to a successive vendor upon termination of this Contract. Contractor shall preserve said specimen samples for a minimum period of five (5) years. Contractor shall maintain records of test results and invoices for a minimum of five (5) years following completion of paternity testing, and furnish copies to County upon request.

8. RECORD KEEPING AND ACCESS TO RECORDS

Contractor shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. Contractor shall retain all documentation necessary to adequately demonstrate the provision of services rendered under the Contract. County reserves the right to deny payment of, or require repayment for unity of services reported by Contractor that are not supported by documentation required under this Contract notwithstanding that contractor may have provided the services.

It is agreed that County representatives, the Milwaukee County Audit Services Division and representatives of appropriate Federal, State or local agencies, not inconsistent with the applicable provisions of state and federal laws and regulations relating to the confidentiality of case record, shall have the right to inspect at all reasonable times case records, program and financial records and such other records of Contractor as may be requested to evaluate or confirm Contractor's charges for services or as may be necessary to evaluate or confirm

Contractor's delivery of services.

It is further agreed that files, records and correspondence for this engagement must be retained for a period of at least five (5) years from the date of issuance of certified financial and compliance audit reports. Records shall be retained beyond the five-year period if an audit is in progress of exceptions have not been resolved.

9. PROVISION FOR DATA AND INFORMATION SYSTEMS COMPLIANCE

Contractor shall either utilize computer applications that comply with County standards in maintaining program data related to the contract, or bear full responsibility for the cost of converting program data into formats useable by County applications. Contractor will comply with all applicable federal, state and county laws, rules and regulations, applicable to data processing and information systems compliance including, but not limited to, the provisions of the Milwaukee County Resolution on Security Policy and Guidelines, File No. 92-546, as it applies to data processing security and as indicated in Attachment III, Milwaukee County Acceptable Use of Technology Directive for Vendors (Exhibit A).

10. INSPECTION OF PREMISES AND COUNTY SITE AUDITS

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

Contractor and County mutually agree that County's representatives including the Milwaukee County Department of Child Support Services and the Milwaukee County Audit Services Division as well as state and federal officials, reserve the right to review Board approved by-laws, minutes, policies and procedures, employee files and employment records, client attendance and case records, billing and accounting records, financial statements, certified audit reports, auditor's supporting work papers and computer disks, or other electronic media, which document the audit work, and perform such additional audit procedures as may be deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. Such reviews may be conducted for a period of at least five (5) years following the latter of Contract termination, or receipt of audit report, if required.

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor related to the performance of the Contract for a period of up to five (5) years following the date of last payment. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The contractor and any

subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances. Any and all county contracts and solicitations for contracts shall include a statement that the contractor and any subcontractors understand and will abide by the requirements of Chapter 34 of the Milwaukee County Code of General Ordinances.

11. AUDIT REQUIREMENTS

- A. Contractor shall submit to Milwaukee County, on or before **July 1, 2019** or such later date that is mutually acceptable to Contractor and Milwaukee County, **one (1) original copy** mailed to address provided below and one soft copy emailed to jodie.ritzow@milwaukeecountywi.gov (*see instructions below for subject line) of an Agency-wide Audit for Calendar Year 2018 if the total amount of annual funding provided by Milwaukee County through this and other contracts and agreements is \$100,000 or more, unless waived by Milwaukee County. Contractor may request, and with written consent of County provide an annual Program Audit in lieu of the annual Agency-wide Audit. The audit shall be performed by an independent certified public accountant (CPA) licensed to practice by the State of Wisconsin. CPA audit reports are required under Wisconsin Statutes, Section 46.036 (4)(c). This provision shall survive the termination of this Agreement regardless of the reason.

Contractors reporting on a fiscal year other than a calendar year shall be considered in compliance with the audit requirements upon submittal of Contractor's fiscal year audit, meeting the audit requirements in Section 8, part A subparts (1),(2), and (3) below, within 180 days of the fiscal year closing, plus financial statements including required supplemental schedules covering the period from the start of the fiscal year beginning in 2018 through December 31, 2018, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by July 1, 2019. This provision shall survive the termination of this Agreement regardless of the reason.

Non-profit Contractors who received aggregate federal financial assistance of \$750,000 or more, either directly or indirectly, shall submit to Milwaukee County, on or before **July 1, 2019** or such later date that is mutually acceptable to Contractor and County, **one (1) original copy and one (1) soft copy emailed to** jodie.ritzow@milwaukeecountywi.gov (*see instructions below – subject line) of a certified audit report for Calendar Year 2018 performed in accordance with the Office of Management and Budget (OMB) Circular Uniform Grant Guidance under Part 200 (online at http://www.whitehouse.gov/omb/grants_docs) or per 48 CFR part 31, if the Contractor meets the criteria of that Circular for needing an audit in accordance with that Circular. This provision shall survive the termination of this Agreement regardless of the reason.

***Subject Line for soft copy Audit Report – “Agency Name 2018 Audit Report”**

All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:

1. Standards applicable to financial audits contained in *Government Auditing Standards* (GAS), December 2011 Revision published by the Comptroller General of the United States; and
2. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).

Requests for substitution of Program Audit for Agency-wide Audit, audit waiver, and/or extension requests must be in writing. Requests for substitution of Program Audit for Agency-wide Audit, audit waiver and/or extension requests must be sent to the following address no later than five months after the end of the Contractor's fiscal year, or such later date mutually agreed to by Contractor and Milwaukee County. Extensions of the deadline for submission of the audit are at the sole discretion of County. If Contractor determines an extension is necessary, County must receive a request for an extension not later than thirty (30) days prior to the due date for the audit. A request for an extension must include:

- (1) An explanation as to why an extension is necessary;
- (2) The date upon which the County will receive the audit;
- (3) The unaudited financial statements of the Contractor; and,
- (4) Any additional information Contractor deems relevant to County's determination.

No extension will be granted for a period greater than ninety (90) days beyond the original date that the audit was due. Requests for extension of audit due date or waiver must be submitted to:

Milwaukee County Department of Child Support Services
Contract Administrator
901 N. 9th St Room 101
Milwaukee, WI 53233

Financial Statements shall be prepared in conformity with accounting principles generally accepted in the United States of America and on the accrual basis of accounting. Contractor must request, and receive written consent of County to use other basis of accounting in lieu of accrual basis of accounting. CPA audits and reports referenced above shall contain the following Financial Statements, Schedules and Auditors' Reports:

- (1) **Financial Statements and Supplemental Schedules:**
 - a. **Comparative Statements of Financial Position** – For Agency-wide audits only.
 - b. **Statement of Activities** – For Agency-wide audits only.

- c. **Statement of Cash Flows** – For Agency-wide audits only.

(2) Independent Auditors Reports and Comments:

- a. “Opinion on Financial Statements and Supplementary Schedule of Expenditures of Federal and State Award” including comparative statements of financial position, and related statements of activities and cash flow of entire agency.

Or, for Program Audits

“Opinion on the Financial Statement of a Program in Accordance with the Program Audit.”

Or, for Program Audits

“Report on Compliance with Requirements Applicable to the Program and on Internal Control over Compliance Performed in Accordance with the Program Audit.”

- c. “Report on Compliance with Requirements Applicable to Each Major Program and Internal Control over Compliance in Accordance with OMB Part 200 Uniform Grant Guidance” (applicable only if the audit is also in accordance with OMB Part 200 Uniform Grant Guidance).

- d. Schedule of findings and questioned costs to include:

- Summary of auditor’s results on financial statements, internal control over financial statements and compliance, and if applicable; the type of report that the auditor issued on Compliance for Major Federal Programs;
- Findings related to the financial statements of the Contractor or of the program which are required to be reported in accordance with Generally Accepted Government Auditing Standards (GAGAS);
- Findings and Questioned Costs for Federal Awards which shall include audit findings as defined in section .510(a) of OMB Part 200-Uniform Grant Guidance, if applicable;
- Doubt on the part of the auditors as to the auditee’s ability to continue as a going concern;
- Other audit issues related to grants/contracts with funding agencies that require audits to be performed and
- Whether a Management Letter or other document conveying audit comments was issued as a result of the audit.

- e. A copy of the Management Letter or other document with auditor’s comments issued in conjunction with the audit shall be provided to County, along with Management’s response to the Management Letter. If no

Management Letter was issued, the schedule of findings and questioned costs shall state that no Management Letter was issued.

(3) Contractor Prepared Schedules and Responses:

- a. Schedule of prior-year audit findings indicating the status of prior-year findings related to County funded programs. If no prior year findings were reported, the schedule must state that no prior year findings were reported.
- b. Corrective Action Plan (CAP), for all current-year audit findings related to County funded programs and/or financial statements of the Contractor. The Corrective Action Plan shall be prepared by Contractor, and must include the following: name of the contact person responsible for the preparation and implementation of the corrective action plan; the planned corrective action; and, the dates of implementation and anticipated completion.
- c. Management's responses to each audit comment and item identified in the auditor's Management Letter.

(4) 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. Government Auditing Standards, (Standards for Audit of Government Entities, Programs, Activities, and Functions), current Revision.
 - b. OMB Uniform Grant Guidance Part 200
 - c. The allowability of costs incurred by commercial organizations is determined in accordance with the provisions of the Federal Acquisition Regulation (FAR) at 48 CFR Part 31 - Contract Cost Principles and Procedures.
 - d. Wisconsin State Statutes, Sections 46.036, 49.34, Purchase of Care and Services.
 - e. State of Wisconsin, Department of Administration Single Audit Guidelines - Latest Revision.
 - f. State of Wisconsin Department of Children and Families Allowable Cost Policy Manual, Latest Revision.
 - g. AICPA Generally Accepted Auditing Standards.
- 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 or County's representative(s) including the Milwaukee County Department of Child

Support Services and the Milwaukee County Division of Audit Services (DAS) as well as state and federal officials. Such direct access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, which document the audit work. Contractor shall require its CPA to retain work papers for a period of at least seven (7) years following the latter of Contract termination, or receipt of audit report by County. This provision shall survive the termination of this Agreement regardless of the reason.

- C. Contractor and County mutually agree that County or County's representative(s), including the Milwaukee County Department of Child Support Services and the Milwaukee County Division of Audit Services (DAS) , as well as state and federal officials, reserve the right to review certified audit reports, supporting workpapers, 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. Such reviews may be conducted for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.
- D. Contractors reporting on a **fiscal year other than a calendar year shall be considered in compliance with contract reporting requirements** upon submittal of the following **unaudited** schedules:
 - (1) A schedule of revenue and allowable costs allocated by funding source, and by program, covering the period from the end of the Contractor's fiscal year ended in 2018 through December 31, 2018, for each program or activity identified as a fee for service agreement with Milwaukee County, referenced as a line item on the Attachment I of a Purchase of Service Contract.
The schedule(s) shall be compiled by Contractor's independent public accountant, with an accountant's compilation report, for the period from the close of Contractor's fiscal year through the end of the calendar year, on or before July 1, 2019, or such later date that is mutually acceptable to Contractor and County.
 - (2) If Contractor's fiscal year encompasses two contract years, Contractor shall submit a "bridging schedule" prepared by a CPA, which identifies program revenues and allowable costs for each of the two calendar year contract periods. The "bridging schedule" shall reconcile the two calendar year contract periods to the fiscal year totals for each program reported in the most current fiscal year audit report.
- E. Contractor shall maintain records for audit purposes for a period of at least seven (7) years following the latter of contract termination or receipt of audit report by County. This provision shall survive the termination of this Agreement regardless of the reason.

F. Contractor's Subrecipients

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 Milwaukee County and its representatives, copies of subrecipient's CPA audit reports and financial statements. These reports and financial statements shall be retained for a period of at least seven (7) years following the latter of contract termination, or receipt of audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

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, the Milwaukee County Division of Audit Services (DAS) and County's funding sources to have access to all records necessary to confirm subrecipient's compliance with law and the specifications of this Contract and the subcontract. This provision shall survive the termination of this Agreement regardless of the reason.

It is agreed that County representatives, the Milwaukee County Division of Audit Services (DAS) and representatives of appropriate state or federal agencies 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 program objectives, participant case files, costs, 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. It is further understood that files, records and correspondence for subcontracted engagement must be retained by subrecipient for a period of at least seven (7) years following the latter of contract termination, or receipt of subrecipient's audit report, if required. This provision shall survive the termination of this Agreement regardless of the reason.

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

G. Failure to Comply with Audit Requirements:

If Contractor fails to have an appropriate audit performed or fails to provide a complete audit-reporting package to the County, or fails to request and receive an audit submission waiver (if applicable/available) or extension of time to submit audit, as required by this Contract within the specified timeframe, the County may:

- a. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;

- b. Charge Contractor for all loss of Federal or State aid or for penalties assessed to County because Contractor did not submit a complete audit report within the required time frame;
- c. Disallow the cost of the audit that did not meet the applicable standards; and/or
- d. Withhold or suspend any or all payments due the Contractor from County.
- e. Suspend, reduce or terminate the Contract/Agreement, or take other actions deemed by County to be necessary to protect the County's interests.
- f. In the event of selection by County of an organization or individual to complete an audit of Contractor's financial statements, County shall withhold from future payments due to the Contractor from County an amount equal to any additional costs incurred by the County for the completion of an audit of Contractor's records by an auditor selected by County.
- g. County may withhold or recover a sum of \$1,500 from payments due to the Contractor from County as liquidated damages.
- h. County may impose additional monitoring and/or reporting requirements on contractor. Or take any other action that County determines is necessary to protect federal or state funding.
- i. These provisions shall survive the termination of this Agreement regardless of the reason.
- j. Upon receipt of the audit report, County will complete preliminary review of all audits received to determine whether additional information is required and notify Contractor of any additional information required to complete review. Once the complete audit is received, County will complete a compliance review and notify Contractor of County's actions on the audit report.
- k. Contractor agrees to submit to Child Support Services plans for correcting weaknesses identified in audit reviews. Failure on the part of the Contractor to comply with these requirements shall result in withholding of any payments otherwise due the Contractor from Child Support Services and ineligibility for future agreements/contracts with Child Support Services until six months after such time as these requirements are met. This provision shall survive the termination of this Agreement regardless of the reason.
- l. Contractor agrees that the Child Support Services 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. Interest and any legal expenses incurred by Child Support Services in collection of these amounts shall be

charged to the Contractor on outstanding repayments as set forth in section 46.09 (4) (d) (8) Milwaukee County General Ordinances. This provision shall survive the termination of this Agreement regardless of the reason.

- m. Contractor and County mutually agree that the Milwaukee County Child Support Services or its agents, the Milwaukee County Director of Audits, as well as state and federal officials, reserve the right to review certified audit reports or financial statements and perform additional audit work as deemed necessary and appropriate. It is understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. This provision shall survive the termination of this Agreement regardless of the reason.
- n. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Child Support Services programs as a result of an investigation or audit conducted by Child Support Services or its agents, the Milwaukee County Division of Audit Services (DAS), the Federal Bureau of Investigation, or an authorized agent of any of these. This provision shall survive the termination of this Agreement regardless of the reason.
- o. If the County has waived the audit requirement for this Contract under Wisconsin Statute s. 46.036, this waiver does not absolve Contractor from meeting any federal audit requirements that may be applicable or any audit requirements of other contracts. Waiver of the audit, or failure of Contractor to receive County funding under this Contract and other County Agreements at a level that would require an audit does not absolve Contractor from submitting an un-audited schedule of program revenue and expenses as a final accounting to determine final settlement under this Contract. This provision shall survive the termination of this Agreement regardless of the reason.

12. NON-DISCRIMINATION, AFFIRMATIVE ACTION, CIVIL RIGHTS, AND EQUAL EMPLOYMENT OPPORTUNITY

No eligible client or patient 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 s. 51.01(5) Wisconsin Statutes.

Contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of age, race, religion, color, national origin, sex, sexual orientation, handicap, physical condition, or developmental disability as defined in s. 51.01(5) Wisconsin Statutes.

Contractor agrees to comply with the provisions of Section 56.17 County General Ordinances which is attached hereto by reference and incorporated herein as though fully set forth herein.

13. INDEMNITY & INSURANCE

A. Contractor agrees to the fullest extent permitted by law, to indemnify, defend and hold harmless, the County, its officers and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including 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 Agreement.

B. Contractor agrees to maintain policies of insurance and proof of financial responsibility to cover costs as may arise from claims for damages to property of and/or claims which may arise out of or result from Contractors activities, by whomever performed, in such coverage and amounts as required and approved by the County. Acceptable proof of such coverage shall be furnished to the County prior to commencement of activities under this agreement. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this agreement, unless otherwise specified by the County, in the minimum amounts specified below.

Contractor shall provide evidence of the following coverages and minimum amounts:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers' Compensation and Employer's Liability & Disease	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
General Liability Bodily Injury and Property Damage to include: Personal Injury, Fire, Products and Completed Operations	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
Automobile Liability Bodily Injury and Property Damage All Autos	\$1,000,000 Per Accident
Professional Liability Refer to Additional Provision A.1.	\$1,000,000 Per Occurrence \$3,000,000 Aggregate
Cyber Liability Refer to Additional Provision A.2.	\$5,000,000 Per Occurrence \$5,000,000 Aggregate

Milwaukee County shall be named as an Additional Insured on the General, Automobile, and

Professional Liability policies as respects the services provided in this agreement. A Waiver of Subrogation shall be afforded to Milwaukee County on the Workers' Compensation policy. A thirty (30) day written notice of cancellation or non-renewal shall be afforded to Milwaukee County.

The insurance specified above shall be placed with a Carrier approved to do business in the State of Wisconsin. All carriers must be A rated or better per AM Best's Rating Guide. Any requests for deviations from or waivers of required coverages or minimums shall be submitted in writing and approved by Milwaukee County's Risk Manager as a condition of this agreement.

A.1. Professional Liability – Additional Provision

Contractor agrees to provide additional information on its professional liability coverage as respects policy type, i.e. errors and omissions for consultants, architects, and/or engineers, etc.; applicable retention levels; coverage form, i.e. claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

A.2. Cyber Liability – Additional Provisions

Contractor agrees to maintain and provide additional information on its cyber liability coverage as respects policy provisions; i.e., media, security, privacy, regulatory, etc.; applicable retention levels; coverage form; i.e., claims made, occurrence; discover clause conditions, and effective retroactive and expiration dates, to Milwaukee County's Risk Manager as may be requested to obtain approval of coverage as respects this section.

It is understood and agreed that coverage which applies to the services inherent in this agreement will be extended for two (2) years after completion of all work contemplated on this project if coverage is written on a claims-made basis.

At a minimum, cyber liability coverage will contain the following provisions at full policy limits:

- Media Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for content-based injuries such as libel, slander, defamation, copyright infringement, trademark infringement, or invasion of privacy.
- Security Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others resulting from a failure of computer security, including liability caused by theft or disclosure of confidential information, unauthorized access, unauthorized use, denial of service attack or transmission of a computer virus.

- Privacy Liability Coverage; i.e., Liability coverage for defense costs and damages suffered by others for any failure to protect personally identifiable or confidential third-party corporate information, whether or not due to a failure of network security.
- Regulatory Proceedings; i.e., Liability coverage for defense costs for proceedings brought by a governmental agency in connection with a failure to protect private information and/or a failure of network security. Coverage includes fines and penalties where insurable by law and compensatory damages.
- Breach Event Expenses; i.e., Reimbursement coverage for the insured's costs to respond to a data privacy or security incident. Covered expenses include computer forensics expenses, legal expenses, costs for a public relations firm and related advertising to restore your reputation, consumer notification, call centers, and consumer credit monitoring services.

14. WITHHOLDING OF PAYMENTS

Failure of Contractor to comply with contract requirements may result in withholding or forfeiture of any payments otherwise due Contractor from County by virtue of any County obligation to Contractor until such time as the contract requirements are met. County reserves the right to withhold payment or adjust Contractor's invoice and the payment procedures contained in the Attachment II, Payment Method, where Contractor fails to deliver the contracted services in accordance with the terms of this Contract, or any other relevant Milwaukee County Department of Child Support Services administrative policies. Contractor shall cooperate fully in all utilization review, quality assurance, and complaint/grievance procedures, and submit in a timely manner (if required) annual audit reports, corrective action plans, or any other requests for additional information by County. County may withhold payment entirely until requested or required information is received or, if applicable, until a written corrective action plan for improvement in services, compliance, or internal accounting control is received and approved by County.

15. CONTRACT TERMINATION

This contract may be terminated thirty (30) days following written notice by County or Contractor for any reason, with or without cause, unless an earlier date is determined by County to be essential to the safety and well-being of the program participants served by this Contract. Failure to maintain in good standing required licenses, permits and/or certifications, may, at the option of the County, result in immediate termination of this contract. 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 of 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.

This Contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as required in this Contract. Revision of this Contract must be agreed to by both parties as evidenced by an addendum signed by their

authorized representatives.

Contractor shall notify County, in writing, whenever it is unable to provide the required quality or quantity of services, or key personnel proposed in the application for contract are no longer available to provide services. Upon such notification, County and Contractor shall determine whether such inability will require a revision or early termination of this Contract.

In the event of termination, the Contractor will be notified in writing in accordance with the Section of this Contract regarding "Notices".

Should County reimbursement from state or federal sources not be obtained or continued at a level sufficient to allow for payment for services in this Contract, the obligations of each party shall be terminated. Reduction in reimbursement or payment from state or federal sources shall be sufficient basis for County to reduce the amount of payment to Contractor notwithstanding that Contractor may have provided the services.

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 so to do.

16. TERMINATION BY COUNTY FOR CONTRACTOR VIOLATIONS

If Contractor fails to fulfill its obligations under the Contract in a timely or proper manner, or violates any of its provisions, County shall thereupon have the right to terminate it by giving thirty (30) days' written notice of termination of contract, specifying the alleged violations and the effective date of termination. It shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation prior to the end of the thirty (30) day period. In the event of termination, the County will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

17. CONTRACT RENEGOTIATION

This contract may be renegotiated in the event of changes required by law, regulations, court action, or inability of either party to perform as committed in this Contract. Revision of this Contract must be agreed to by both parties evidenced by an addendum signed by their authorized representatives.

18. INDEPENDENT CONTRACTOR

Nothing contained within 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.

19. SUBCONTRACTS

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

20. CONTRACT ADJUSTMENTS

As set forth in section 46.09(1), Milwaukee County Code of General Ordinances, no contract or contract adjustment, except for services defined in subsection (3), shall take effect until approved by resolution of the County Board.

21. ASSIGNMENT LIMITATION

This contract shall be binding upon and inure to the benefit of the parties and their successors and assigns provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other. Contractor shall neither assign nor transfer any interest or obligation in this Contract without the prior written consent of County, unless otherwise provided herein.

22. RESOLUTION OF DISPUTES

Contractor may file a formal grievance or otherwise appeal decisions of County in accordance with County Policies and Procedures, and Milwaukee County Ordinances.

23. PROHIBITED PRACTICES

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

Contractor attests that it is familiar with Milwaukee County's Code of Ethics, Chapter 9 of Milwaukee County Code of General Ordinances 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"

Said Chapter further states, "No person(s) with a personal financial interest in the approval or denial of a contract being considered by a County department or with an agency funded and regulated by a County department, may make a campaign contribution to any candidate for an

elected County office that has final authority during its consideration. Contract considerations shall begin when a contract is submitted directly to a County department or to an agency until the contract has reached its final disposition, including adoption, county executive action, proceeding on veto (if necessary) or departmental approval."

The use or disclosure by any party of any information concerning eligible clients or patients 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 patient or the guardian of the client or patient.

24. REQUIRED DISCLOSURES

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. The relationship extends to partnerships, trusts, corporations or any proprietary interest that could appear to or would allow one party to influence the other party in a related party transaction.

25. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Contractor certifies to the best of its knowledge and belief, that Contractor's Business Entity; its Principals, including all owners, partners, or stockholders' and Contractor's Personnel, including, but not limited to, Contractor's employees, officers, directors, board members, consultants, contractors, and agents whether defined as "Key Personnel" or not, billed for under this Contract:

- A. Are not currently excluded, debarred, suspended, proposed for debarment, or otherwise ineligible to participate in any Federal procurement or non-- procurement programs; or
- B. Have not been charged with a criminal offense that falls within the ambit of 42 U.S.C.s. 1320a-7(a), but for which they have not yet been excluded, debarred, suspended, or otherwise declared ineligible; or
- C. Have not been excluded, debarred, suspended, or otherwise declared ineligible or voluntarily excluded from covered transactions by any other federal, state, county or local governmental department or agency;
- D. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, county or local governmental department or agency;
- E. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining or 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;

- F. 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 (D); and
- G. Have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state or local) terminated for cause or default.

DEBARMENT BY MILWAUKEE COUNTY

Contractor may have any or all agreements with Milwaukee County terminated for cause, and/or may be debarred from future contracting opportunities with County for commission of, but not limited to, the following offenses: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing under a contract or agreement with the County; violation of Federal or State antitrust statutes; commission of embezzlement, theft, forgery or bribery; falsification or destruction of records including, but not limited to, case records, financial records, or billing records; making false statements; receiving stolen property; engaging in conduct or practices that endanger the health or safety of participants/families; failure to comply/cooperate with County Quality Assurance reviews or audits; failure to permit access to or provide documents and records requested by the County; failure to correct findings or other conditions identified in a Quarterly Assurance review, County audit or annual independent audit; any other breaches of this Contract.

Department action debarring Contractors from future contractual relationships with the County extends to all owners, partners, officers, board members, or stockholders of Contractor and to all organizations, regardless of legal form of business, in which Contractor or any of the above individuals have any interest, as an employee, partner, officer, board member, or stockholder, or any other proprietary interest in a partnership, trust, corporation, or any other business which would allow them to influence an organization that is in a contractual relationship with, or attempting to obtain a contract or agreement with the County.

Any Contractor that has had one or more agreements with the County terminated for cause or default, or that has been debarred from contracting opportunities with the County for commission of any of the offenses enumerated above, shall not be permitted to apply for, or engage in, providing Services under any agreement with the County for a minimum of two (2) years from commencement date of termination or debarment.

CONDITIONAL STATUS AND SUSPENSION

A. Conditional Status

"Conditional Status" is defined as a period of time for up to one year when an agency will be more closely monitored and reviewed for compliance with the provisions of this Contract. This monitoring may include site visits and requests for documentation/records review. In addition, the following restrictions or requirements may be applied solely or in combination:

- A restriction on the number of new referrals the Contractor may service.
- A restriction on the number of services the Contractor is allowed to provide.
- A requirement that prior to payment the Contractor shall submit documentation of services provided.

Agencies Subject to Conditional Status Include:

1. New Contractors

New Contractors will be subject to Conditional Status for one year from the effective date of the initial Contract.

2. Current Contractors

Current Contractors may be placed on Conditional Status when one of the following conditions occurs:

- a. Previous suspension, which may or may not include compliance with a corrective action plan.
- b. Critical incident/complaint, which may or may not include compliance with a corrective action plan.

Lack of compliance with a corrective action plan can lead to further sanctions as referenced in this Contract.

B. Suspension

County shall have the right to suspend the Contractor for a period to be determined by County for any or all of the following reasons:

1. Contractor has failed to comply or cooperate with a Quality Assurance Review or Audit.
2. Contractor has failed to correct findings or other conditions identified in a Milwaukee County audit or annual independent audit.
3. Contractor is under investigation as a result of a Critical Incident/Complaint.
4. Contractor is under investigation for fraudulent business practices.
5. Contractor has failed to comply with a corrective action plan from a previous audit/critical incident/complaint finding.
6. Findings resulting from a site review of audit of the Contractor that document quality concerns related to County policies, procedures, or services.
7. Failure of Contractor to respond to communication from County for a period of 30 days or more.
8. Other breaches of this Contract.

Contractors that are suspended will be prohibited from receiving new referrals or may be prohibited from providing any and all services for existing cases.

County reserves the right to determine the scope and duration of the suspension, as well as the process/methodology of any investigation resulting from the circumstances leading to the suspension.

The Contractor will be notified in writing in accordance with Section 26 (Notices) of this Contract of the reason for the suspension and the decision regarding reinstatement of termination.

Payments to Contractors Under Suspension

Suspended Contractors may be paid for authorized and substantiated services provided before or during a suspension. If the suspension is for a specific service or specific service within a specific program, the Contractor may be paid for other approved services provided during the suspension period. However, County reserves the right to withhold payment for all authorized and billed services if the nature of the suspension is for undocumented or otherwise unsubstantiated care provided by the Contractor to a Milwaukee County client or other actions by Contractor which have harmed or threatened to harm the welfare of Milwaukee County clients. Withholding such payments will remain in effect until a County review of the suspension is completed and a determination for reinstatement or termination of Contract is made.

26. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- A. General Provision of Intent: Both parties to this Contract confirm their complete intention of complying with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPPA) and will undertake any and all changes in their respective data collection and sharing systems, in their patient and consumer relations programs, and in their medical record and information sharing systems to address current or future requirements of HIPPA as determined by the U.S. Department of Health and Human Services (HHS) or the Wisconsin Office of the Commissioner of Insurance.
- B. Changes to the Contract: Both parties agree that changes to the contract that might be necessary for one or both parties to meet the requirements of the Health Insurance Portability and Accountability Act shall be made upon discussion and execution of a document containing the necessary changes. Neither party will withhold agreement to reasonable modifications necessary to the Contract that are necessary for one or both parties to comply with HIPPA Where applicable, Contractors shall comply with the provisions of Chapter 31 of the General Ordinances of Milwaukee County that is incorporated herein by reference and made a part of this Contract as if physically attached hereto.

27. CIVIL RIGHT COMPLIANCE PLAN

Contractor agrees that is will comply with the provisions of the CRCP for Profit and Nonprofit

Entities which includes Affirmative Action, Equal Opportunity and Limited English Proficiency Plans, online at:

<https://dcf.wisconsin.gov/civilrights/plans>

Consistent with the requirements of the U.S. Department of Health and Human Services and the State of Wisconsin Department of Workforce Development (DWD), Contractor with 25 Employees AND any combination of funding in the amount of \$25,000 or more from Purchaser and /or the State are required to complete and submit a copy of a Civil Rights Compliance Plan (CRCP) to include Affirmative Action, Equal Opportunity, and Limited English Proficiency (LEP) Plans prior to execution of this agreement or Contractor may submit a copy of the State approval letter to Purchaser in lieu of the CRCP.

Contractor with direct State contacts with DWD with fewer than 25 employees, or Network Providers receiving less than \$25,000 in direct State funding are required to with fewer than 25 employees or Contractors receiving less than \$25,000 in funding or payment from Milwaukee County are required to file a Letter or Assurance with Milwaukee County.

Completion forms, instructions, sample policies and plans are posted on the State website at: Completion forms, instructions, sample policies and plans are posted on

<https://dcf.wisconsin.gov/civilrights/plans>

Milwaukee County will take constructive steps to ensure compliance of the contractor with the provisions of this subsection. Contract agrees to comply with Civil Rights monitoring reviews performed by Milwaukee County including the examination of records and relevant files maintained by Contractor. Contractor further agrees to cooperate with Milwaukee County in developing, implementing, and monitoring corrective action plans that result from any reviews.

28. NOTICES

Notices to County provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, to:

Jim Sullivan, Director
Milwaukee County Department of Child Support Services
Room 101- Courthouse
901 N.9th St.
Milwaukee, WI 53233

Notice to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid to:

DNA Diagnostics Center, Inc.
Kathy Leis, Director of Operations
One DDC Way
Fairfield, OH 45014

29. CONTRACT CONTENT

The Contractor agrees to provide or arrange (as referenced in Section 1, Scope of Service), the provision of Covered Services in accordance with the description of services, including any other policies, bulletins, and memoranda as endorsed by the Milwaukee County Department of Child Support Services and its respective divisions. This document, with all attached exhibits and attachments, constitute the entire Contract of the parties. This Contract supersedes all oral agreements and negotiations and all writings not herein referred to and incorporated. This Contract maybe executed in two or more counterparts each of which shall be deemed as original.

30. APPROVAL

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

Signature page follows:

WHEREOF, the parties hereto have executed this agreement on the day, month, and year above written:

FOR MILWAUKEE COUNTY:

BY: Jim Sullivan DATE: 11/7/2018

NAME: James Sullivan

TITLE: Director

DEPARTMENT: Milwaukee County Child Support Services

FOR DNA Diagnostics Center

BY: Kathy Leis DATE: 11/7/2018

NAME: Kathy Leis

TITLE: V.P. of Operations

TAXPAYER ID No.: 264435457

IF PRINCIPAL IS A CORPORATION, IMPRINT
CORPORATE SEAL.

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

BY: Paul Schwengel DATE: 11/8/2018

Risk Manager
Office of Risk Management

**APPROVED WITH REGARDS TO COUNTY
ORDINANCE CHAPTER 42:**

BY: Rick Norrie DATE: 11/8/2018

Director
Community Business Development Partners

**APPROVED AS TO FUNDS AVAILABLE PER
WISCONSIN STATUTES §59.255(2)(e):**

BY: John P. Hensley DATE: 11/7/2018

Milwaukee County Comptroller
Office of the Comptroller

**APPROVED REGARDING FORM AND
INDEPENDENT CONTRACTOR STATUS:**

BY: Paul D. Englitsch DATE: 11/14/2018

Corporation Counsel
Office of Corporation Counsel

**REVIEWED AND APPROVED BY THE COUNTY
EXECUTIVE:**

BY: _____ DATE: _____

County Executive
Office of the County Executive

**APPROVED AS COMPLIANT UNDER §59.42(2)
(b)5, STATS.:**

BY: _____ DATE: _____

Corporation Counsel
Office of Corporation Counsel

ATTACHMENT I

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND DNA DIAGNOSTICS CENTER, INC. SCHEDULE OF SERVICES TO BE PURCHASED AND COMPENSATION FOR 2019-2021 PURCHASE OF SERVICE CONTRACT

Contractor shall perform all tasks, achieve the objectives set forth and comply with all terms in:

1. The County's June 2018 request for proposal.
2. The Contractor's proposal dated June 13, 2018.
3. The Contractor's Best and Final Response dated August 15, 2018

These three items are incorporated by reference herein. If there is a variance. between the Contractors Proposal and the County's Request for Proposal, the latter shall be controlling, unless otherwise agreed to in writing. If there is a conflict between the County's Request for Proposal and the Contractor's Best and Final Response, the Contractor's Best and Final Response is controlling, unless otherwise agreed to in writing. The County and Contractor further agree that the Additional Added Services on pages 4 and 5 of the Contractor's Proposal, regarding the Electronic Result Reporting apply to this Agreement.

Contractor shall be compensated for work performed at the rate contained on page one of Contractor's Best and Final Response, said rate being \$30.15 per person tested, including deceased persons, inclusive of any and all costs, expenses and fees (including interstate and international samplings, at no additional charge). Further, Contractor shall be compensated at a rate of \$19 per test for which sample collection is not necessary.

ATTACHMENT II

MILWAUKEE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND DNA DIAGNOSTICS CENTER, INC. PAYMENT METHOD FOR 2019-2021 PURCHASE OF SERVICE CONTRACT

Contractor shall provide County with monthly billings that shall include; but not limited to, the following:

1. Milwaukee County Circuit Court case number.
2. Donor name and relationship to other parties.
3. Date sample collected.

Without prior County approval, no more than one invoice is to be submitted per case, listing all parties tested. Invoices are to be sent to the Department accountant, or as the County otherwise directs. Invoices will be submitted for each completed test once all samples have been tested and the results sent to County.

Contractors shall have E-Mail access and the ability to submit electronic, Internet based online invoices to County. County shall determine all billing and invoice formats and procedures.

Contractor agrees to track testing provided through this contract to Milwaukee County Children's Court under a different account number than that used by Child Support. The billing for this account will be sent to Child Support, but shall be paid directly to Contractor by the Clerk of Circuit Court, Children's Court Division. Genetic test results under this account number shall be sent by Contractor to the Clerk of Circuit Court, Children's Division.

Contractor agrees to comply with all policies and procedures related to documentation of services provided under this contract as a condition of billing for said services, and shall submit to County billing reports for services provided on or before the tenth (10th) working day of the month following delivery of purchase services. Payment by County of Contractor's invoice does not absolve the Contractor from a final accounting and settlement upon submission and review of Contractor's annual audit; or from audit recoveries arising from an on-site audit of Contractor's case records or other documentation in support of services billed.

Invoices received thirty (30) days after the termination of this contract will not be considered for payment by County. County reserves the right to withhold payment where Contractor fails to deliver the contracted services in accordance with the terms of this contract or fails to submit invoices as required above.

ATTACHMENT III



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EXHIBIT A

Title: Administrative Directive on Acceptable Use for Vendors

Issue Date: 05/01/18

Approval: Chief Information Officer

Supersedes: 05/23/17

Definitions:	<ul style="list-style-type: none"> • County: Milwaukee County Government • Directive: This Administrative Directive on Acceptable Use for Vendors • Information System: Hardware, Software, Data, Networks, Portable Devices and any other County data processing infrastructure, equipment, technology, components, information or material of any sort. <ul style="list-style-type: none"> ○ Hardware: Physical data processing components, goods or equipment of any sort owned or controlled by the County. Hardware includes Portable Devices. ○ Software: Data processing programs on or associated with Hardware, irrespective of where software resides or executes. ○ Data: Information, communication, material or graphics of any sort stored or transmitted electronically via the Information System. ○ Networks – Connecting systems that allow the Information System to communicate. This includes wireless networks. ○ Portable Devices – County portable Hardware, including cellphones, tablets and laptops. • Vendor: a party in the supply chain that provides goods and services to the County; a third party or independent business partner • User: Any person using Information System, including a Vendor employee, consultant, contractor, and agent who is authorized to use County Information System • IMSD Service Desk: Information Management Services Division Contact the Service Desk regarding requests, incidents, and approvals. Email imsdhelp@milwaukeecountywi.gov Phone 414-278-7888
Purpose:	<p>This Directive sets out acceptable uses of the County's Information System for Vendors and Vendor-specific Users.</p>



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IMSD Principles:	<p>Everything on the Information System, whether job-related or personal, belongs to the County. The County is the sole owner of the Information System and all Data.</p> <p>The Information System is owned and controlled by the County and is provided to further the efficient operation of the County's business. The Information System is not provided for inappropriate uses or for the personal convenience of Users.</p> <p>Users have no expectation of privacy when using the County Information System. The County Information System is subject to search at any time by the County or its agents, without notice to or permission of Users.</p> <p>All Data, whether or not "personal," is subject to the County's monitoring, review, deletion or collection at any time, without notice or permission, to ensure compliance with this Directive, to comply with law enforcement requests, to complete an investigation, to defend the County in legal proceedings, to comply with open records requests or for any other reason consistent with the law. This includes documents, emails, texts, instant messages, graphics, photos or any other items.</p>
Accountability and Enforcement:	<p>All Vendors will be required to acknowledge and sign this Directive. Vendors may sign collectively for all Users under their management and oversight. Vendors must use due diligence to ensure these Users who are providing County support or services are trained in and are continuously compliant with this Directive.</p> <p>Failure to comply with this Directive will constitute action outside the scope of the Vendor's County engagement or obligations and may result in denial of access to the Information System. Failure to comply may also result in County actions up to and including termination of the Vendor's engagement. Federal law may also apply when the crime is committed on a computer or communications device that communicates to another device outside of the state.</p>



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User Procedures and Conduct:

1. The Information System

a. Access

- i.* Only authorized Users may use the County Information System, and only through their own usernames, passwords and other means made available by the County.
- ii.* Users must not knowingly share or allow the use of usernames and passwords with anyone, whether or not another User.
- iii.* Users may access, use or share Data only to the extent authorized and necessary to fulfill assigned job duties.
- iv.* Users are accountable for all work, transactions and communications under their usernames and passwords.
- v.* Users are expressly prohibited from pursuing unauthorized access to restricted areas of the Information System and from accessing or trying to access, copy, alter or delete the Data of any other User without authorization.
- vi.* Users requiring job access to material or sites otherwise prohibited under this Directive may submit a specific written request, approved by management, to IMSD for consideration.

b. Inappropriate Activity

- i.* Users are expressly prohibited from accessing, displaying, downloading or distributing any Data or material of any sort that could be deemed pornographic, racist, sexist, defamatory, discriminatory, harassing or otherwise offensive or in violation of County policies, resolutions or ordinances, state or federal law, or any other applicable law
- ii.* Users are expressly prohibited from using the County Information System to attempt to probe, scan, disable, overload or breach the security or authentication measures of any system or Network, either internally or externally.
- iii.* Users are expressly prohibited from knowingly introducing or propagating any computer virus or other harmful feature in the Information System. Users must use extreme caution when clicking on links or opening e-mail attachments received from unknown senders, which may contain malicious content. A User who becomes aware of a virus or other harmful feature must immediately disconnect from all Networks, cease using the Information System and immediately report the discovery to the IMSD Service Desk (see Definitions section).



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	<p>c. Software</p> <ul style="list-style-type: none"> <i>i.</i> Only Software owned, licensed or authorized by the County may be installed or used on the Information System. Users are expressly prohibited from installing or attempting to install unauthorized Software. <i>ii.</i> Users must not download Software from the Internet unless specifically authorized to do so by IMSD. Users must not download or distribute pirated Software or Data. <p>d. Data and Physical Security</p> <ul style="list-style-type: none"> <i>i.</i> Users must store all County-related Data in County designated storage locations where it can be backed up. No personal, non-County Data is to be stored on the Information System nor should the Information System be used to collect, store, transmit or transfer any type of personal data and information. <i>ii.</i> Any theft, loss or unauthorized disclosure of Data must be reported immediately to the IMSD Service Desk (see Definitions section). <i>iii.</i> Any Data or material, including personal material, that is stored on the Information System is not private and is subject to County access and disclosure at any time, including to comply with law enforcement requests, to complete an investigation, or to defend the County in legal proceedings. <i>iv.</i> Users must take adequate steps to protect the physical security of the Information System by ensuring Portable Devices are securely stored when not in use and workstations are locked when left unattended. Any theft or loss of Hardware must be reported immediately to the IMSD Service Desk (see Definitions section). <i>v.</i> Users must preserve all Data required to be retained under applicable law, resolution or policy. This includes emails, texts and, where possible, instant messaging where applicable. <i>vi.</i> Users who maintain “isolated” Data such as safe combinations, alarm codes, domain name registry passwords, administrative passwords, off-site storage access codes, etc., must contact the IMSD Service Desk (see Definitions section) to ensure that duplicate copies of the information are securely maintained.
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	<p>e. Portable or mobile Hardware</p> <ul style="list-style-type: none"> <i>i.</i> Users who have been issued County Portable Hardware (such as BlackBerrys, smartphones, tablets, or network access devices) or access the County Information System remotely through any other personally owned Hardware that is approved by IMSD must ensure they are protected with a password or a passcode, and must secure the equipment when left unattended. <i>ii.</i> The theft or loss of any County- or personally-owned portable or mobile Hardware (such as BlackBerrys, smartphones, or tablets) that accesses the County Information System remotely must be reported immediately to IMSD Service Desk (see Definitions section). <i>iii.</i> Users using County Portable Hardware must comply with applicable laws and ordinances restricting mobile device usage while driving. <i>iv.</i> Users are not allowed to use mobile devices while operating a vehicle even where it is legal to do so. <p>2. Email and Texting, Instant Messaging, Social Media and Internet</p> <p>a. General</p> <ul style="list-style-type: none"> <i>i.</i> Users must not send sensitive or confidential Data over the Internet or via email without adequate protection securing the Data. Examples include credit card numbers, telephone calling card numbers, fixed passwords, health information or customer account numbers which relate to personal identification information or personal health information. <i>ii.</i> The Information System, including email, texting, etc., is not to be used to convey non-work-related information other than described in the section on <i>Incidental Personal Use</i>.
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	<p>b. Email and Texting</p> <ul style="list-style-type: none"><i>i.</i> Users must take particular care when using email or texting as a means of communication because, although often informal in nature, email communications may be subject to production in a legal action or Public Records request.<i>ii.</i> Users must not knowingly distribute or forward hoax virus warnings, chain letters, jokes, political commentaries, or similar unsolicited email or texts of any kind.<i>iii.</i> Users must not access any other User's email or texts without explicit authorization from that User (e.g. through Outlook delegates) or proper management permission.<i>iv.</i> Users must not send any email or text purporting to come from another User without explicit authorization from that User (e.g., through Outlook delegates).<i>v.</i> Due to their disruptive effect, system-wide or "all user" messages or blasts are prohibited, except as part of the County's authorized emergency response efforts. Please note the County intranet may provide a suitable location for information of interest to all employees. <p>c. Instant Messaging</p> <ul style="list-style-type: none"><i>i.</i> Users may access approved instant messaging services only for informal business communication similar to a quick phone call or quick in-person verbal communication, unless the content of the messages is subject to an instruction to preserve records and electronically stored information.<i>ii.</i> Users may not send or receive file attachments via instant messaging services.<i>iii.</i> Users must communicate only with known and trusted correspondents via instant messaging<i>iv.</i> Instant messages should not be used to transfer or record any substantive government information, because instant messages are not normally stored or saved.
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	<p>3. Internet and Intranet</p> <p>a. Business Internet Access</p> <ul style="list-style-type: none"> <i>i.</i> When visiting an Internet site, information identifying a User's PC may be logged (i.e. cookies, temp files). Therefore, Users must assume they are identified as County employees or contractors and act appropriately at all times. <i>ii.</i> Users must not access websites, blogs, discussion forums, chat rooms or other locations that are inappropriate or have any content that could be construed as defamatory, harassing or otherwise offensive (e.g. pornography, bullying) or in violation of County policies. <i>iii.</i> Users must always exercise caution when using a County e-mail address to join networking sites. While such use may be appropriate as part of job duties for some (e.g. LinkedIn), for others this may not be the case. <i>iv.</i> Users accessing a web site must comply with its terms and conditions. Users may not infringe copyrights or other protections. <i>v.</i> Users may not use the Information System to download, play or store personal photographs, music or video files (e.g. MP3, MP4) due to capacity, copyright and legal issues. Personal photographs, music and video files will be deleted from County servers when found. Users may not stream video or audio (e.g., Internet radio, Pandora, sports video) whose content is not directly related to the business of Milwaukee County Government. <i>vi.</i> The County routinely blocks access to Internet sites that are deemed to be inappropriate or to pose an information security threat to the County. Access is prohibited. Any attempts to access blocked Internet sites are monitored and recorded. Persistent attempts to access blocked sites may result in discipline or removal from Vendor engagement. <i>vii.</i> The County may monitor and disclose User's Internet activity to ensure compliance with this Directive or for any other purpose permitted or required by law. <p>b. Social Media or Networking Sites</p> <ul style="list-style-type: none"> <i>i.</i> Users must be mindful of, and clear about, the capacity in which they are participating. Only authorized County spokespersons
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	<p>should make statements on social media sites on behalf of the County.</p> <ul style="list-style-type: none"> <i>ii.</i> Social media or networking sites may be accessed only as needed for the User's job. Personal use of social media on the Information System is prohibited. <i>iii.</i> Interactions on social media or networking sites must comply with all County policies. <p>4. Incidental Personal Use</p> <ul style="list-style-type: none"> <i>i.</i> Incidental Personal Use of the Information System consists of <u>occasional, brief</u> use of the Information System (including email or Internet) for <u>short, routine, non-sensitive, non-confidential communications</u>. For illustration, this might include: an email to check on a child's arrival home from school, an email to meet someone for lunch, a <u>quick</u> check of the Internet for weather or news. <i>ii.</i> Incidental Personal Use is permitted. This use is at the absolute discretion of the County and no User may expect or claim such personal use as a right or expect such use to be private. Excessive use or other abuse may result in discipline or termination. <i>iii.</i> Incidental Personal Use is not allowed if it interferes with the performance of the User's duties, exposes the County to expense or liability, or is unlawful for the County. <p>5. Prohibited Uses</p> <p>In addition to prohibited activity set out elsewhere, the following are also expressly <u>prohibited</u>:</p> <ul style="list-style-type: none"> <i>i.</i> Users are prohibited from using the Information System for solicitations for outside organizations, political or religious causes, or with the operation or management of any business other than that of the County. <i>ii.</i> Users are prohibited from using the Information System for personal <u>online shopping, personal online sales, or other online transactions</u>. Users <u>may</u> use the Information System for occasional, <u>brief</u> access of online services such as online banking, using the User's personal email and account information. <i>iii.</i> Users are strictly prohibited from using County email addresses for non-County business. For example, a County email address may <u>not</u> be used for personal online shopping or financial transactions, personal blog or bulletin board memberships, personal email alerts
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Information Management Services Division

Department of Administrative Services

	<p>from merchants or teams, etc., or as part of a payment such as PayPal.</p> <ul style="list-style-type: none"> <i>iv.</i> A County email address may <u>not</u> be used as a User's personal address for: Facebook, social media, Twitter or similar services, online subscriptions, game systems, online gaming or gambling, couponing, or contests and sweepstakes. <i>v.</i> Use of the Information System for gambling of any sort (including "social" gambling or office pools), games of chance or games of skill, online video games, lotteries, or sweepstakes is strictly prohibited. <i>vi.</i> Personal, offensive or inappropriate use of webcams, video conferencing equipment, recording devices or microphones is prohibited.
Reporting Violations:	<p>Users are required to report violations, or suspected violations of the Acceptable Use directives. Violations may expose the County to a host of legal and information security risks. Activities that should immediately be reported to the IMSD Service Desk include, but are not limited to:</p> <ul style="list-style-type: none"> ○ Attempts to circumvent established computer security systems; ○ use or suspected use of virus, Trojan horse hacker programs or any other intrusive program; ○ obtaining or trying to obtain another User's password; ○ using the computer to make harassing or defamatory comments or to violate Milwaukee County's Harassment Policy or Milwaukee County Civil Service Rules; ○ illegal conduct of any kind. <p>Reported violations will be investigated. Failure to adhere to this reporting policy may result in discipline, up to and including discharge.</p> <p>Users who, in good faith, report violations or suspected violations will be protected from retaliation. However, Users who falsely accuse another of violations without a good faith basis for such accusation are also subject to discipline, up to and including removal from Vendor engagement.</p>
Contact:	IMSD Service Desk at imsdhelp@milwaukeecountywi.gov or call 414-278-7888



Information Management Services Division
Department of Administrative Services

MILWAUKEE COUNTY
ADMINISTRATIVE DIRECTIVE ON ACCEPTABLE USE FOR VENDORS

VENDOR STATEMENT

_____(Vendor name) acknowledges to be in receipt of the Milwaukee County Administrative Directive on Acceptable Use for Vendors, and that this Directive applies to all Vendor employees, consultants, contractors, and agents who will be part of the Milwaukee County engagement. Violations of these obligations to adhere to this Directive may result in Milwaukee County taking action that will deny Vendor accessor rights to any of Milwaukee County's technology resources. Progressive steps of corrective action may include termination of the Milwaukee County engagement.

My signature on this Directive shows that I have read and received a copy of this directive from the Milwaukee County representative.

* * *

Signature of Company representative

Printed name of Company representative

Date

Paternity Testing Vendors for Use by County Child Support Agencies and Adoption Agencies Effective July 1, 2017

Name and Vendor Address	Contact Person	Prices
DNA Diagnostics Center One DDC Way Fairfield, OH 45014-2281	Amy Jackson PH: (800) 310-9868 Ext. 2185 Fax: 513-881-4079 e-mail: ajackson@dnacenter.com	Each year of the contract: with lab collection of sample: \$30.00 Each year of the contract: without lab collection of sample: \$23.00
Laboratory Corporation of America (LabCorp) 1440 York Court Extension Burlington, NC 27215-3361	Glenda Brown PH: 800-452-9452 PH: 336-436-7577 Fax: 336-436-0642 Email: Browng@Labcorp.com	Each year of the contract: with lab collection of sample: \$31.00 Each year of the contract: without lab collection of sample: \$23.00

Note: Vendors may negotiate separate rates with local agencies for Family Studies, Motherless Cases, and collection of samples from deceased individuals.

TBE Participation Recommendation**CONTACT INFORMATION**

Contract Administrator: Jodie Ritzow Phone: 278-3962 Date: 4/26/18
 Email Address jodie.ritzow@milwaukeecountywi.gov Dept: Child Support Services Grant \$\$: 66%
 Org No. 2432

PROJECT INFORMATION

Project Name: Paternity Genetic Testing Project No.: _____
 Contract Scope/Project Description (attach scope/description of work or estimating sheet):
Genetic testing for the purposes of establishing paternity for children in Department of Child Support Services IV-D caseload.

Contracting Opportunities (List NAICS codes): _____

TYPE OF PROJECT

Contract Value: \$375,000 Contract Type: Choose an item.

EXPLANATION

Request for a goal of 0% requires signature of department head. Check boxes below. Check all that applies.

- A. \$10,000 or less ☐ B. Rental or Lease ☐ C. Governmental Agency or Institution ☐
 D. ¹Non-Profit (No subcontract) ☐ E. Purchasing or Renewal of software license ☐
 F. ²Contract Extension/Amendment ☐ G. ³Specialized ☒ H. Only one individual assigned to the contract ☐
 I. The nature (scope of work) of contract doesn't have subcontracting opportunities ☐ J. ⁴Grants ☐
 K. No funding use by Milwaukee County ☐ L. Special License or Certificate required ☐
 M. Other _____

Department/Division Administrator

Name Jim Sullivan Signature 

Date 4/30/18

CBDP USE ONLY

Concur with Recommendation ☒ or provide the following goals: 0 %

This contract is exempt from a participation goal: ☒ Yes ☐ No

Approved: 

Date: 4/30/2018

Note: 1 Non-Profit is not subcontracting work. 2 Must have the original Participation agreement. 3. No known TBE firms available. 4 No subcontracting to a non-profit entity. 5 A non-Milwaukee County entity is funding the project.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/08/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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 Willis of Ohio, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED DNA Diagnostics Center, Inc. DNA Technology Park One DDC Way Fairfield, OH 45014	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Lloyd's</td> <td>87874</td> </tr> <tr> <td>INSURER B: Atlantic Specialty Insurance Company</td> <td>27154</td> </tr> <tr> <td>INSURER C: OBI National Insurance Company</td> <td>14190</td> </tr> <tr> <td>INSURER D: Landmark American Insurance Company</td> <td>33138</td> </tr> <tr> <td>INSURER E: National Union Fire Insurance Company of P</td> <td>19445</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's	87874	INSURER B: Atlantic Specialty Insurance Company	27154	INSURER C: OBI National Insurance Company	14190	INSURER D: Landmark American Insurance Company	33138	INSURER E: National Union Fire Insurance Company of P	19445	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C: OBI National Insurance Company	14190														
INSURER D: Landmark American Insurance Company	33138														
INSURER E: National Union Fire Insurance Company of P	19445														
INSURER F:															

COVERAGES **CERTIFICATE NUMBER: W8469870** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS						
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	LHC772285	10/08/2018	10/08/2019	EACH OCCURRENCE \$ 1,000,000					
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000											
	MED EXP (Any one person) \$ 10,000											
	PERSONAL & ADV INJURY \$ 1,000,000											
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		711-01-44-32-0004	10/08/2018	10/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000					
	BODILY INJURY (Per person) \$											
	BODILY INJURY (Per accident) \$											
	PROPERTY DAMAGE (Per accident) \$											
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UM400018	10/08/2018	10/08/2019	EACH OCCURRENCE \$ 5,000,000					
	AGGREGATE \$ 5,000,000											
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	406-04-54-03-0000	08/31/2018	08/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000				
	D							Professional Liability	LHC772285	10/08/2018	10/08/2019	Per Claim: \$1,000,000
												Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds:

DDC Center, Inc.
 DDC Center Holdings Corp.
 DDC Group Limited
 SEE ATTACHED

CERTIFICATE HOLDER

Milwaukee County
 Department of Child Support Services
 Contract Administrator
 Courthouse Room 101, 901 N. 9th Street
 Milwaukee, WI 53233

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

SR ID: 16862416

BATCH: 900706

2 of 2 2971

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of Ohio, Inc.		NAMED INSURED DNA Diagnostics Center, Inc. DNA Technology Park One DDC Way Fairfield, OH 45014	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DDC Resources, LTD.
DDC Worldwide LTD
DNA Discovery LTD
DDC Limited
DNA Diagnostics Center, Inc.
Beta Genetics Corporation
Genetic Discovery Corporation
Molecular Diagnostics Center, Inc.
DDC Contracts, Inc.
DDC Laboratories, Inc.
Veterinary Diagnostics Center, Inc.
DDC Forensics, Inc.
DDC Center Enterprise Corp
DDC Capital Corp.
Fraternity Aid Foundation, Inc.
DDC Holdco, Inc.

Workers Compensation Coverage Includes Stop Gap.

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability.

Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh
POLICY NUMBER: 01-933-20-17 EFF DATE: 10/08/2018 EXP DATE: 10/08/2019

NAIC#: 19445

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime	Limit:	\$1,000,000

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

Mail to:		CONTRACT TYPE	
Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse		Professional Service - Operating	
Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse		Professional Service - Capital	
Community Business Development Partners, 8th Floor City Campus		Purchase of Service	
		Preliminary	Final
		X	
DEPARTMENT NAME		AGENCY NO.	DEPARTMENT (HIGH) ORG
Child Support Enforcement		243	2430

VENDOR INFORMATION

VENDOR NO.	ORDER TYPE	NEW or	AMEND	CONTRACT NO.
72199		X		
NAME OF VENDOR		ADDRESS		
DNA Diagnostics Center, Inc. (DDC)		One DDC Way		
		Fairfield, OH 45014		
TAX I.D. NO.	EFFECTIVE DATES: begin date end date	LENGTH OF CONTRACT (IN MONTHS)	AMENDMENT ONLY: DOLLAR CHANGE	TOTAL CONTRACT AMOUNT
26-4435457	01/01/19 12/31/21	36 + parties may extend 12 + 12		\$ 1,125,000.00

ACCOUNTING INFORMATION

Year to be Expended	Line No	Fund	Agency	Org Unit	Activity	Function	Object	Job Number	Report Cat	Units	Amount to be Expended/ Amendment
2019	01	0001	243	2432			6109				\$ 375,000.00
2020	02	0001	243	2432			6109				\$ 375,000.00
2021	03	0001	243	2432			6109				\$ 375,000.00

PURPOSE OF CONTRACT

This is the 2019-2021 Genetic Testing Services Contract for genetic tests to establish paternity. This contract is effective January 1, 2019 through December 31, 2021 with the ability to execute two one-year extensions.

Above, Child Support Services has estimated the contract amount based on volume in past years and the new rates. The contract requires that a rate be paid per person tested or per genetic test, but does not specify a total dollar amount.

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

<input checked="" type="checkbox"/>	If YES, give County Board File No. <u>pending 18-</u> Date Approved <u>anticipated 12/13/2018</u>
<input type="checkbox"/>	If NO, why is County Board approval not required? _____

Was Contract **fully** executed prior to work being performed (all signatures received)?

☒ YES ☐ NO

Is Vendor a certified professional service DBE?

☐ YES ☒ NO

Agnes Marcinowski/Jodie Ritzow

Prepared By

Date

Manager of Operations/Fiscal Coordinator

Title

Signature of County Administrator

Date

Director

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/08/2018

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.

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PRODUCER Willis of Ohio, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
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INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D: OBI National Insurance Company	14190														
INSURER E: Underwriters at Lloyd's London	15792														
INSURER F: National Union Fire Insurance Company of P	19445														

COVERAGES

CERTIFICATE NUMBER: W8813888

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	LHC772285	10/08/2018	10/08/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		711-01-44-32-0004	10/08/2018	10/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UM400018	10/08/2018	10/08/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	406-04-54-03-0000	08/31/2018	08/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			LHC772285	10/08/2018	10/08/2019	Per Claim: \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 10/08/2018 WITH ID: W8469870.

Additional Named Insureds:

DDC Center, Inc.
SEE ATTACHED

CERTIFICATE HOLDER

Milwaukee County Department of Child Support Services Contract Administrator Courthouse Room 101, 901 N. 9th Street Milwaukee, WI 53233	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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SR ID: 17036583

BATCH: 947408

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis of Ohio, Inc.		NAMED INSURED DNA Diagnostics Center, Inc. DNA Technology Park One DDC Way Fairfield, OH 45014	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

DDC Center Holdings Corp.
 DDC Group Limited
 DDC Resources, LTD.
 DDC Worldwide LTD
 DNA Discovery LTD
 DDC Limited
 DNA Diagnostics Center, Inc.
 Beta Genetics Corporation
 Genetic Discovery Corporation
 Molecular Diagnostics Center, Inc.
 DDC Contracts, Inc.
 DDC Laboratories, Inc.
 Veterinary Diagnostics Center, Inc.
 DDC Forensics, Inc.
 DDC Center Enterprise Corp
 DDC Capital Corp.
 Fraternity Aid Foundation, Inc.
 DDC Holdco, Inc.

Workers Compensation Coverage Includes Stop Gap.

Certificate Holder is included as an Additional Insured as respects to General Liability and Auto Liability.

Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability and Workers Compensation as permitted by law.

INSURER AFFORDING COVERAGE: Underwriters at Lloyd's London

NAIC#: 15792

POLICY NUMBER: W19C0E180401 EFF DATE: 10/08/2018 EXP DATE: 10/08/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Cyber Security & Privacy Liability	Limit:	\$5,000,000

INSURER AFFORDING COVERAGE: National Union Fire Insurance Company of Pittsburgh

NAIC#: 19445

POLICY NUMBER: 01-910-21-04 EFF DATE: 10/08/2018 EXP DATE: 10/08/2019

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Crime	Limit:	\$1,000,000

Certificate Of Completion

Envelope Id: 47061A2E0D2947908C0C843F60AB0C45

Status: Sent

Subject: Please DocuSign: Genetic Test Contract between DNA Diagnostic Center and Child Support Services

Source Envelope:

Document Pages: 42

Signatures: 6

Envelope Originator:

Certificate Pages: 6

Initials: 0

Cheryl Berry

AutoNav: Enabled

633 W. Wisconsin Ave.

Enveloped Stamping: Enabled

Suite 901

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

Milwaukee, WI 53203

cheryl.berry@milwaukeecountywi.gov

IP Address: 204.194.251.3

Record Tracking

Status: Original

Holder: Cheryl Berry

Location: DocuSign

11/6/2018 1:30:07 PM

cheryl.berry@milwaukeecountywi.gov

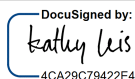
Signer Events

Kathy Leis

kleis@dnacenter.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

4CA29C79422E469...

Signature Adoption: Pre-selected Style
Using IP Address: 98.29.48.239

Timestamp

Sent: 11/6/2018 1:45:03 PM

Viewed: 11/7/2018 7:21:41 AM

Signed: 11/7/2018 10:19:19 AM

Electronic Record and Signature Disclosure:

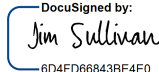
Accepted: 11/7/2018 7:21:41 AM

ID: 2feb983-5128-420b-80f4-f080f3848139

Jim Sullivan

james.sullivan@milwaukeecountywi.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:

6D4FD66843BE4E0...

Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

Sent: 11/7/2018 10:19:21 AM

Viewed: 11/7/2018 2:47:52 PM

Signed: 11/7/2018 2:49:03 PM

Electronic Record and Signature Disclosure:

Accepted: 11/7/2018 2:47:52 PM

ID: b50405a7-c994-4f9c-b8ad-aaad7c9ce00b

Community Business Development Partners

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:

AD4C84D4023E450...

Signature Adoption: Drawn on Device
Using IP Address: 204.194.251.5

Sent: 11/7/2018 2:49:07 PM

Viewed: 11/8/2018 2:51:55 PM

Signed: 11/8/2018 2:52:11 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Scott Manske - Comptroller

comptrollersignature@milwaukeecountywi.gov

Comptroller

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:

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Signature Adoption: Uploaded Signature Image
Using IP Address: 204.194.251.3

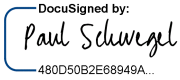
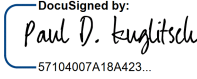
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Viewed: 11/7/2018 3:23:33 PM

Signed: 11/7/2018 3:30:04 PM

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
Paul Schwegel Paul.Schwegel@milwaukeecountywi.gov Loss Control Manager Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 <small>DocuSigned by: Paul Schwegel 480D50B2E68949A...</small> Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5	Sent: 11/7/2018 2:49:07 PM Viewed: 11/8/2018 10:53:12 AM Signed: 11/8/2018 4:23:37 PM
Paul D. Kuglitsch CorpCounselSignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 <small>DocuSigned by: Paul D. Kuglitsch 57104007A18A423...</small> Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3	Sent: 11/8/2018 4:23:40 PM Viewed: 11/14/2018 4:40:27 PM Signed: 11/14/2018 4:40:36 PM
Cheryl Berry cheryl.berry@milwaukeecountywi.gov Executive Assistant - Child Support Milwaukee County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/14/2018 4:40:39 PM Viewed: 11/15/2018 8:17:00 AM
Chris Abele, County Executive CEXSignature@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Corporation Counsel CorpCounselSignature@milwaukeecountywi.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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
Carbon Copy Events	Status	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/14/2018 4:40:39 PM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">• Allow per session cookies• Users accessing the internet behind a Proxy Server must enable HTTP

	1.1 settings via proxy connection
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** 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.

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