

Milwaukee County Department on Aging
2019 Purchase of Service Contract
Grant Supported Programs and Services
Case Management and Home Delivered Meals

This Contract is made and entered between Milwaukee County, a Wisconsin municipal body corporate, represented by the Milwaukee County Department on Aging, 1220 West Vliet Street Suite 302, Milwaukee, WI 53205 (hereinafter called Department or County) and Goodwill Industries of Southeast Wisconsin LLC (hereinafter called Contractor).

1. Dates of Performance

This Contract is made in an amount not to exceed \$1,162,903 for the period of January 1, 2019 through December 31, 2019 for case management and delivery of meals to seniors who are home bound. This contract was authorized by the Milwaukee County Board of Supervisors at their December 13, 2018 meeting in File No. 18-897. This contract may be extended for an additional year at the agreement of the parties.

2. Scope of Service

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

3. Staffing and Delivery of Programs/Services

- A. Contractor shall provide all personnel required to perform the programs or services under this Contract. Such personnel shall not be employees of County, or have any other contractual relationships with County. Any replacement of personnel listed in Contractor's proposal shall be by persons of like qualifications, which shall be attested to by Contractor. Whenever possible, notification of replacement of personnel shall be provided to County prior to replacement.
- B. Contractor will provide proper supervision to all employees providing programs or services under this Contract. Current job descriptions shall be kept on file for positions funded under this Contract, and each employee will be given a job description at the time of employment and whenever the job description is amended.
- C. Except as provided herein and relevant Program/Service Guidelines or Specifications, Contractor shall determine the methods, procedures, and personnel policies to be used in providing programs and services to eligible clients.

- D. This Contract in its entirety is at all times subject to such local, state, and federal laws and administrative regulations as exist at the time this Contract is executed and as shall become effective after execution but prior to termination of this Contract. Contractor shall comply with all federal, state, and local laws and regulations and shall maintain in good standing all licenses, permits, and certifications relating to the programs and services referred to herein.
- E. All clients served by Contractor under this Contract must meet Department's eligibility requirements as described in the relevant Program/Service Guidelines or Specifications. It is understood that the final authority for determining client eligibility and the amount of services to be provided to individual clients rests with Department and that Contractor will not be reimbursed for services provided to ineligible clients.
- F. Contractor agrees that the programs and services described in Exhibit I will be available to eligible clients throughout the Term of this Contract and to accept all clients referred by Department as long as funds made possible through this Contract are available.
- G. Contractor shall maintain a log of complaints and provide Department a copy of any written complaint made to Contractor regarding any of the services furnished hereunder and will inform Department in writing of the actions taken by Contractor to resolve such complaints.
- H. Contractor shall complete all forms and documents requested by the Department within timeframes outlined by the Department. Forms and documents that need to be accurately and clearly completed include, but may not be limited to, Department's 3.0 Form (Program Staffing Information), 3.1 Form (Program Staffing Information: Staff Demographics), 3.2 Form (Program Staffing Information: Wages and Benefits), and 4.0 Budget Summary Form.

4. Equipment

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

5. Fiscal Administration

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

- A. Contractor agrees to identify the total cost of the program or service funded under this Contract.
- B. Contractor shall provide to Department an agency-wide budget, disclosing all of Contractor's anticipated revenues and expenditures for the period of this Contract.
- C. Funds received by the Contractor under this Contract may not be co-mingled with funds from other sources.
- D. Contractor shall maintain a uniform double entry accounting system and a management information system compatible with cost accounting and control systems.
- E. Contractor agrees to comply with the allowable cost policies and procedures as established by the Wisconsin Department of Health Services.

6. Compensation

- A. Contractor shall be compensated for work performed as stated in Exhibit I, attached hereto and made a part of this Contract. Contractor recognizes that the total service needs of the community may not be met and shall provide programs and services within the specific amounts stated in Exhibit I. Department is unable to guarantee the volume of services funded by this Contract. Under no circumstances shall payments under this Contract exceed the amount(s) authorized for this Contract by the Milwaukee County Board of Supervisors. The parties agree that section 66.0135, Wisconsin Statutes, Prompt Pay Law, shall not apply to payment for programs and services provided hereunder.
- B. Funds may be advanced to Contractor as set forth in section 46.036 (3) (f) Wisconsin Statutes. The advance payment provision applies only when requested by Contractor. Advance payments are made at the discretion of Department. The advance payment shall be repaid to Department upon demand. If Contractor fails to repay the advance as described, Department shall have the right to withhold any payments due Contractor from Department sufficient to cover the amount of the advance payment.
- C. Advance payments by Department shall not exceed one-twelfth (1/12th) of the Contract award. If advance payments exceed \$10,000, Contractor shall provide Department with a surety bond for an amount equal to the amount of the advance payment as set forth in section 46.036 (3) (f) Wisconsin Statutes.
- D. Department shall recover from Contractor money paid in excess of the conditions of this Contract. Repayment shall be made in full within thirty (30) days after Department has made written demand to Contractor for repayment. Department may recover repayments due to Department from any subsequent payments due to Contractor now, or from future contracts, or any other service agreement with Department. Department shall charge interest on

outstanding repayments due Department as set forth in section 46.09 (4) (d) General Ordinances of Milwaukee County.

- E. No funds within this Contract may be used to supplant Medical Assistance, Health Maintenance Organization (HMO), or Preferred Provider Organization (PPO) funded services.
- F. Department and Contractor acknowledge that funding of this Contract is completely dependent upon state and federal grants and contracts. The obligation of the Department to purchase the services described herein is contingent upon present state and federal grants and contracts continuing at their present levels. Should such funding sources terminate or be reduced, Department reserves the right, in its sole discretion, either to terminate this agreement or revise the scope of services being purchased to reflect any reduction in such funding. It is further recognized and agreed by Department and Contractor that the programs and services provided under this Contract are subject to all provisions of said federal and state grants and contracts, and Contractor agrees to comply with all such provisions for the period of this Contract, including all applicable provisions of the standard State/County contract.

7. Billing and Reporting

- A. Contractor shall provide Department with monthly billings and reports for programs and services provided under this contract by the tenth (10th) working day of the month following the month in which services are provided. Contractor shall submit billings and reports on the forms and according to the manner specified by Department.
- B. Department shall make payment only for those line items as are specified in the approved budget. Expenditures for any single line item may not exceed the amount in the approved program budget by more than \$500 without written authorization by Department and the submission of a revised budget by Contractor on the prescribed form.
- C. Within thirty (30) days of the receipt of all required billings and reports, Department shall make payment to Contractor of the net amount due.

8. Record Keeping and Access to Records

- A. Contractor shall maintain and, upon request, furnish to Department, at no cost to Department, any and all information requested by Department relating to the quality, quantity, and cost of services covered by this Contract and shall allow authorized representatives of Department and Department's funding sources to have access to all records necessary to confirm Contractor's compliance with law and the Program/Service Guidelines or Specifications for this Contract. Access to information shall include computerized data and/or other electronic information used by the Contractor, made available in formats suitable for data analysis, such as queries, using conventional software programs.
- B. Contractor shall maintain written verification of programs and services provided under this Contract, including the dates of programs and services performed for all of the purchased programs and services rendered, as specified by Department. Contractor shall maintain clearly identified and readily accessible documentation of costs supported by properly executed

payrolls, time records, invoices, contracts, vouchers, or other official documentation evidencing in proper detail the nature and propriety of the programs and services provided. Contractor shall retain all such records for a period of at least four (4) years from the date of issuance of the certified financial and compliance audit. Records shall be retained beyond the four-year requirement if an audit is in progress or exceptions identified in prior audits have not been resolved.

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

9. Inspection of Premises

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

10. Audit Requirements

- A. Contractor shall submit to Department, on or before July 1, 2019, or such later date that is mutually acceptable to Contractor and department, one (1) original copy mailed to the address provided below and one soft copy e-mailed to the Program Planning Coordinator, of an Agency-wide Audit for Calendar Year 2018 if the total amount of annual funding is \$100,000 or more, unless waived by Department. Contractor may request, and with written consent of Department 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.
- B. 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 Department, one (1) original copy and one (1) soft copy emailed to the MCDA Program Planning Coordinator 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.

- C. 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.
- D. All audits submitted by Contractor per above requirements shall also be conducted in conformance with the following standards:
1. The Wisconsin *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit guide (DHSAG) Latest Revision* issued by Wisconsin Departments of Health Services (on line at www.DHS.state.wi.us/grants);
 2. Standards applicable to financial audits contained in *Government Auditing Standards (GAS)*, December 2011 Revision published by the Comptroller General of the United States; and
 3. Generally accepted auditing standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).
- E. 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 Department. Extensions of the deadline for submission of the audit are at the sole discretion of Department. If Contractor determines an extension is necessary, Department 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 Department will receive the audit;
 3. the unaudited financial statements of the Contractor; and,
 4. any additional information Contractor deems relevant to Department's determination.
- F. 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 on Aging

Assistant Fiscal Director
1220 W. Vliet Street, Suite 304
Milwaukee, WI 53205

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 Department 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.
- d. Schedule of Revenue and Expense by Funding Source (Agency-wide) is required of all Contractors. This schedule must follow the format and content of the sample schedule contained in the *Milwaukee County Department of Health and Human Services Year 2018 Purchase of Service Guidelines, Technical Requirements – Audit and Reporting* booklet. Do not combine multiple line items into a single line item or separate a single line item into multiple line items.
- e. Allowable administrative and other allocated overhead (collectively, indirect costs) will be limited to 10% of net allowable direct program costs (excluding such allocated costs) for agencies/Contractors electing to provide a program audit in lieu of an agency-wide audit.
- f. Reserve Supplemental Schedule is required for all non-profit Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). A separate schedule must be completed for each contract/facility, or for each program under a Fee-for-Service Agreement with Department. For Contractors whose fiscal year is other than a calendar year, the period covered by the schedule must be the most recently completed calendar year for all Department funded programs.

The schedule must identify revenue from each Purchaser (earned under each contract) separately, and include total units of service provided to all Purchasers for each contract/facility and total units of service provided under the Contract with Department, as well as the items required by the *Provider Agency Audit Guide* (Section 7.1.6), or *Department of Health Service Audit Guide (DHSAG), Latest Revision* for the most recently completed calendar year. The schedule and allowable additions to reserves shall be by contract/facility or by program category. Schedule of Profit for For-Profit Contractors Which Provide Participant Care.

- g. For profit Contractors shall include a schedule in their audit reports showing the total allowable costs and the calculation of the allowable profit by contract/facility, or for each rate-based program (service) within a facility. Wis. Stat. 46.036(3)(c) indicates that contracts for

proprietary agencies may include a percentage add-on for profit according to the rules promulgated by the Department. Allowable profit will be restricted to 5% of net allowable operating costs.

h. Units of service provided under the Contract, if not disclosed on the face of the financial statements, are required for Contractors that provide participant services on the basis of a unit rate per unit of participant service (units-times-price agreements). Contractor's auditors shall review and report on the extent of support for the number of units for each type of service billed to Department, and compare units billed to Contractor's accounting/billing records that summarize units provided per participant. Contractor's auditors shall reconcile billing records to supporting underlying documents in participant case files on a test basis, and report on any undocumented units billed to Department that exceed the materiality threshold of the *DHS Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services. The disclosure must include total units of service provided to all Participants for each program, facility, or rate-based program within a facility; and total units of service provided under the Contract or Service Agreement with Department for the most recently completed calendar year.

i. Notes to financial statements including disclosure of related-party transactions, if any. Rental cost under less-than-arms-length leases are allowable only up to the amount that would be allowed had title to the property vested with the Contractor. Rental cost under sale and leaseback arrangements are allowable only up to the amount that would be allowed had the Contractor continued to own the property. Contractor's auditors must disclose the actual costs of ownership, by property, for the property(ies) in question, as well as the amount of such costs to be allocated to each Department program, the amount of rent originally charged, and the amount of such rent that is an unallowable cost.

j. Schedule of Federal and State Awards broken down by contract year. The schedule shall identify the name of the Milwaukee County Department as pass-through grantor, the contract number as pass-through grantor's identifying number, and the program name and number from the Attachment I of the Contract. Each program under County Contract must be reported as a separate line item by contract year.

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. For Program Audits, "Opinion on the Financial Statement of a Program in Accordance with the Program Audit."

b. Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards (GAS), and the *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services. Or, 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:

- (1) 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;
- (2) 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);
- (3) 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;
- (4) Doubt on the part of the auditors as to the auditee’s ability to continue as a going concern;
- (5) Other audit issues related to grants/contracts with funding agencies that require audits to be performed in accordance with the *Provider Agency Audit Guide*, 1999 revision issued by WI Department of Corrections and Workforce Development or *Department of Health Service Audit Guide (DHSAG)*, Latest Revision issued by Wisconsin Department of Health Services; and
- (6) 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 Department, 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. 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 Governmental Organizations, Programs, Activities, and Functions), Latest 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 Health Services, Provider Agency Audit Guide - 1999 Revision issued by WI Department of Corrections and Workforce Development.
 - g. *Department of Health Services Audit Guide (DHSAG) Latest Revision* issued by Wisconsin Department of Health Services.
 - h. State of Wisconsin Department of Health Services, Allowable Cost Policy Manual - Latest Revision.
 - i. AICPA Generally Accepted Auditing Standards.
- G. 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 Department or Department's representative(s) including the Milwaukee County Department of Health and Human 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 Department. This provision shall survive the termination of this Agreement regardless of the reason.
- H. Contractor and Department mutually agree that Department or Department's representative(s), including the Milwaukee County Department of Aging and the Milwaukee County Division of Audit Services (DAS) , Milwaukee County Office of the Comptroller, as well as state and federal officials, reserve the right to review certified audit reports, supporting work papers, or financial statements, and perform additional audit work as deemed necessary and appropriate, it being understood that additional overpayment refund claims or adjustments to prior claims may result from such reviews. 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.
- I. 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 Department. 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 Department.

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.
- J. 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 Department. This provision shall survive the termination of this Agreement regardless of the reason.
- K. Contractor's Subrecipients
1. Contractors who subcontract with other providers for the provision of care and services are required by federal and state regulations to monitor their subrecipients.
 2. 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.
 3. Subrecipient shall maintain and, upon request, furnish to Department, at no cost to Department, any and all information requested by Department relating to the quality, quantity, or cost of services covered by the subcontract and shall allow authorized representatives of Department, the Milwaukee County Division of Audit Services (DAS) and Department'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.
 4. It is agreed that Department 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.
 5. Subrecipient shall allow visual inspection of subrecipient's premises to Department 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.

- L. 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 Department, 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 Department may:
1. Conduct an audit or arrange for an independent audit of Contractor and charge the cost of completing the audit to Contractor;
 2. Charge Contractor for all loss of Federal or State aid or for penalties assessed to Department because Contractor did not submit a complete audit report within the required time frame;
 3. Disallow the cost of the audit that did not meet the applicable standards; and/or
 4. Withhold or suspend any or all payments due the Contractor from Department.
 5. Suspend, reduce or terminate the Contract/Agreement, or take other actions deemed by Department to be necessary to protect the Department's interests.
 6. In the event of selection by Department of an organization or individual to complete an audit of Contractor's financial statements, Department shall withhold from future payments due to the Contractor from Department an amount equal to any additional costs incurred by the Department for the completion of an audit of Contractor's records by an auditor selected by Department.
 7. Department may withhold or recover a sum of \$1,500.00 from payments due to the Contractor from Department as liquidated damages.
 8. Department may impose additional monitoring and/ or reporting requirements on contractor. Or take any other action that Department determines is necessary to protect federal or state funding.
 9. These provisions shall survive the termination of this Agreement regardless of the reason.
 10. Upon receipt of the audit report, Department 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, Department will complete a compliance review and notify Contractor of Department's actions on the audit report.
 11. Contractor agrees to submit to Department 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 Department and ineligibility for future agreements/contracts with Department until six months after such time as these requirements are met. This provision shall survive the termination of this Agreement regardless of the reason.

12. Contractor agrees that Department 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 Department in collection of these amounts shall be charged the Contractor on outstanding repayments as set forth in s46.09 (4) (h) Milwaukee County General Ordinances. This provision shall survive the termination of this Agreement regardless of the reason.
13. Contractor and Department mutually agree that Department 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.
14. The Contractor consents to the use of statistical sampling and extrapolation as the means to determine the amounts owed by the Contractor for any Department programs, or Fee-for-Service Provider Networks as a result of an investigation or audit conducted by Department or its agents, the Milwaukee County Division of Audit Services (DAS) , the Wisconsin Department of Health Services, the Department of Justice Medicaid Fraud Control Unit, the federal Department of Health and Human Services, 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.
15. If the Department 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 Department 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.

M. COUNTY RIGHTS OF ACCESS AND AUDIT

The Contractor, Lessee, or other party to the contract, 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, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to seven years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section [34.09](#) (Audit) and

Section [34.095](#) (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

11. Non-Discrimination and Equal Employment Opportunity

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

12. Indemnity

- A. The Contractor agrees to the fullest extent permitted by law, to indemnify, defend, and hold harmless, the Department, and its agents, officers, and employees, from and against all loss or expense including costs and attorney's fees by reason of liability for damages including statutory benefits under Workers' Compensation laws, suits at law or in equity, caused by any wrongful, intentional, or negligent act or omission of the Contractor, or its (their) agents which may arise out of or are connected with the activities covered by this Contract.
- B. Contractor shall indemnify and save Department harmless from any award of damages and costs against Department for any action based on U. S. patent and copyright infringement regarding computer programs involved in the performance of the programs and services covered by this Contract.
- C. Contractor agrees to indemnify Department for any amount(s) Department may be required to repay to the Wisconsin Department of Health Services by virtue of payments made to Contractor by Department under this Contract that the Department of Health Services determines to be overpayments or inappropriate payment.

13. Insurance

- A. 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 contract. A Certificate of Insurance shall be submitted for review for each successive period of coverage for the duration of this contract, unless otherwise specified by the County, in the minimum amounts specified below:

<u>Type of Coverage</u>	<u>Minimum Limits</u>
Wisconsin Workers Compensation or Proof of All States coverage Employers Liability	Statutory/Waiver of Subrogation \$100,000/\$500,000/\$100,000
Commercial General Liability Bodily Injury & Property Damage (Incl. Personal Injury, Fire, Legal, Contractual & Products/Completed Operations)	\$1,000,000 per Occurrence \$2,000,000 General Aggregate
Automobile Liability Bodily Injury & Property Damage All Autos-Owned, non-owned and/or hired Uninsured Motorists	\$1,000,000 per Accident per Wisconsin Requirements

Milwaukee County shall be named as an Additional Insured on the General and Automobile 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 deviations or waiver 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 certificate of insurance shall be submitted for review to Milwaukee County for each successive period of coverage for the duration of this agreement.

14. **Bonding Requirement**

- A. A Fidelity bond covering employee dishonesty shall be evidenced covering every officer, director, agent, or employee of the Contractor who is authorized to receive or deposit funds under this Contract or who is authorized to issue financial documents, checks, or other instruments of payment for costs related to the programs and services provided under this Contract.
- B. The bond form shall be on a commercial blanket basis in the minimum occurrence amount of \$10,000, or 10% of the total amount of the contract award, whichever is greater. A Contractor who provides services under multiple contracts with the Department on Aging shall evidence the Fidelity bond in the occurrence amount applicable to the dollar amount of the largest single contract with the Department. The period of coverage shall be no less than for the period of this Contract, if not on a continuous basis, with a discovery period of not less than one year subsequent to cancellation or termination of the bond. The bond shall stipulate that

the Contractor be given thirty (30) days advance notice by the surety prior to making any material change in, or cancellation of, the bond. The advance notice shall be by certified mail. The Contractor may procure fidelity coverage in a comprehensive crime policy, including money and security coverage as outlined in Section 13 A. above.

15. Withholding of Payments

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

16. Contract Termination

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

17. Advertising

Contractor shall partner with Department in promoting their own services and the services offered by Department. All brochures, announcements, press releases, signage, and other items used to promote services provided through this Contract must acknowledge that Department funds these services.

18. Coordination of Services

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

19. Client Contributions

- A. Where required by the relevant Program/Service Guidelines or Specifications, Contractor shall provide clients receiving services under this Contract the opportunity to voluntarily and confidentially contribute toward the cost of services they receive. All solicitations to contribute must be approved in advance by Department. Under no circumstances shall any otherwise eligible client be denied service under this Contract because of a failure to contribute toward the cost of the services provided.
- B. Contractor agrees to report to Department all funds contributed by clients and to record and document such contributions consistent with the accounting requirements for other funds received and expended under this Contract.
- C. Contractor agrees that any and all client contributions will be used as provided in the budget contained in Exhibit I or to provide additional services to eligible clients under this Contract in the same manner and at a cost equivalent to other services purchased through this Contract. Contractor further agrees that all funds raised through client contributions that remain unspent at the end of this Contract must be spent in a manner approved by Department or reimbursed to Department.

20. Modifications

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

21. Contract Renegotiation or Revision

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

22. Independent Contractor

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

23. Subcontracts

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

24. Assignment Limitation

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

25. Resolution of Disputes

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

26. Prohibited Practices

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

27. Certification Regarding Contractor Debarment or Suspension

Contractor certifies to the best of its knowledge and belief, that it and its principals; (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for

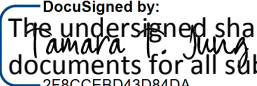
commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offences enumerated in (2) of this certification; and (4) have not within a three-year period preceding this contract had one or more public transactions (Federal, state or local) terminated for cause or default.

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

Date: _____

28. Certification Regarding Lobbying

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

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, land, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3)  The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 2/27/2019

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

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

Date: _____

For: _____
(Name of Grantee)

(Title of Grant Program)

29. Political Activity of Employees

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

30. Notices

Notices to Department provided for in this Contract shall be sufficient if sent by certified or registered mail, postage prepaid, and notices to Contractor shall be sufficient if sent by certified or registered mail, postage prepaid, to the respective addresses stated in this Contract or to such other respective addresses as the parties may designate to each other in writing. Contractor agrees, that in conduct of its meetings, it will be guided by Wisconsin Statutes 19.81 et. seq. 2/27/2019

31. Health Insurance Portability and Accountability Act of 1996

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

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

32. Contract Content

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

33. Approval

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

Department enters into this Contract as authorized under ss. 59.17 (2) (b) 4, 59.255 (2) (e), and 59.42 (2) (b) 5 Wisconsin Statutes. Contractor enters into this Contract pursuant to and by authority of its Board of Directors at its meeting on _____.

02272019

TBE Participation Recommendation

CONTACT INFORMATION

Contract Administrator: Ayame Metzger Phone: 414-289-6547 Date: 1/17/2019
 Email Address: Ayame.metzger@milwaukeecountywi.gov Dept: Aging Grant \$\$: _____ Org No. _____

PROJECT INFORMATION

Project Name: Home Delivered Meals Project No.: _____
 Contract Scope/Project Description (**attach scope/description of work or estimating sheet**):
Goodwill Industries of SE Wisconsin provides case management and delivery services for homebound seniors that are eligible for meals through the Older Americans Act. The Home Delivered Meal Program provides one hot meal delivered daily to older adults. Comprehensive assessments are completed by Goodwill staff to determine client needs and eligibility.
 Contracting Opportunities (List NAICS codes): _____

TYPE OF PROJECT

Contract Value: \$1,162,903 Contract Type: Purchase of Services

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: Jon Janowski Signature:  Date: 1/17/19

CBDP USE ONLY

Concur with Recommendation _____, or provide the following goals: _____%


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

DocuSigned by:

 Approved: _____
 AD4C84D4023E450...

Date: 2/27/2019

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.

DocuSigned by:

 AD4C84D4023E450...

2/27/2019



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
06/06/2018

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 Aon Risk Services Central, Inc. Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="803 472 1388 514">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 472 1520 514">NAIC #</th> </tr> <tr> <td data-bbox="803 514 1388 546">INSURER A: Allmerica Financial Benefit Insurance Co</td> <td data-bbox="1388 514 1520 546">41840</td> </tr> <tr> <td data-bbox="803 546 1388 577">INSURER B: The Hanover Insurance Co</td> <td data-bbox="1388 546 1520 577">22292</td> </tr> <tr> <td data-bbox="803 577 1388 609">INSURER C: Travelers Property Cas Co of America</td> <td data-bbox="1388 577 1520 609">25674</td> </tr> <tr> <td data-bbox="803 609 1388 640">INSURER D: Westchester Surplus Lines Ins Co</td> <td data-bbox="1388 609 1520 640">10172</td> </tr> <tr> <td data-bbox="803 640 1388 672">INSURER E:</td> <td data-bbox="1388 640 1520 672"></td> </tr> <tr> <td data-bbox="803 672 1388 686">INSURER F:</td> <td data-bbox="1388 672 1520 686"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Allmerica Financial Benefit Insurance Co	41840	INSURER B: The Hanover Insurance Co	22292	INSURER C: Travelers Property Cas Co of America	25674	INSURER D: Westchester Surplus Lines Ins Co	10172	INSURER E:		INSURER F:	
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INSURER D: Westchester Surplus Lines Ins Co	10172														
INSURER E:															
INSURER F:															
INSURED Goodwill Industries of Southeastern Wisconsin, Inc. 5400 S. 60 Street Greendale WI 53129 USA															

COVERAGES
CERTIFICATE NUMBER: 570071542083

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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			ZH1A04349805	01/01/2018	01/01/2019	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	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			AW1A019534 05	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<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 type="checkbox"/> RETENTION			UH1A04350005	01/01/2018	01/01/2019	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
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	N/A	TRJUB1117L48118	01/01/2018	01/01/2019	<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

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


Milwaukee County Department of Aging is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER
CANCELLATION

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

Holder Identifier :

Certificate No : 570071542083

CONTRACT FORM 1684 R5 (Refer to ADMINISTRATIVE MANUAL Section 1.13, for procedures)													
Mail to: Preliminary: Office of the Comptroller, Contract Signatures, Room 301 Courthouse Final: Office of the Comptroller, Accounts Payable, Room 301 Courthouse Community Business Development Partners, 8th Floor City Campus								CONTRACT TYPE					
								Professional Service - Operating					
								Professional Service - Capital					
								Purchase of Service x					
Preliminary				Final				x					
DEPARTMENT NAME								AGENCY NO.		DEPARTMENT (HIGH) ORG			
Aging								790		7900			
VENDOR INFORMATION													
VENDOR NO.				ORDER TYPE		NEW or		AMEND		CONTRACT NO.			
95599						XXXXX				251-419-33			
NAME OF VENDOR						ADDRESS							
Goodwill Industries of Southeastern Wisconsin, Inc						P.O Box 78564							
						Milwaukee , WI 53278-0564							
TAX I.D. NO.		EFFECTIVE DATES:		LENGTH OF CONTRACT		AMENDMENT ONLY: DOLLAR		TOTAL CONTRACT					
		begin date end date		(IN MONTHS)		CHANGE		AMOUNT					
		01/01/19 12/31/19		12						\$ 1,162,903.00			
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	790	7932	A5HM		8123				\$133,228.00		
2019	02	0001	790	7932	A5HM		8123				\$ 259,256.00		
2019	03	0001	790	7932	A5HM		8123				\$ 690,419.00		
2019	04	0001	790	7932	A5HM		8123				\$ 80,000.00		
PURPOSE OF CONTRACT													
Purchase of service contract to provide home delivered meals and case management services to Milwaukee County seniors between 1/01/19-12/31/19.													
Was County Board approval received prior to contract execution or contract amendment or extension?													
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px 10px; margin-right: 10px;">XXXXXX</div> <div> If YES, give County Board File No. _____ Date Approved _____ </div> </div>													
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; width: 80px; height: 30px; margin-right: 10px;"></div> <div> If NO, why is County Board approval not required? _____ </div> </div>													
Was Contract fully executed prior to work being performed (all signatures received)?													
										xxxx	YES	NO	
Is Vendor a certified professional service DBE?													
											YES	xxx	NO
Nasrin Wertz													
Prepared By				Date									
				11/09/18									
Signature of County Administrator				Date									
				Accountant									
				Title									
				Assistant Director Fiscal									
				Title									

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

FOR MILWAUKEE COUNTY:

BY: DocuSigned by:
Holly Davis DATE: 2/27/2019
ED77D76FE5D7434...

NAME: Holly Davis

TITLE: Executive Director

DEPARTMENT: Aging

FOR Goodwill Industries of Southeastern Wisconsin Inc

BY: DocuSigned by:
Tamara T. Jung DATE: 2/27/2019
2F8CCEBD43D84DA...

NAME: Tamara T Jung

TITLE: CFO

TAXPAYER ID No.: 390808491

IF PRINCIPAL IS A CORPORATION, IMPRINT
CORPORATE SEAL.

**REVIEWED AS TO INSURANCE
REQUIREMENTS:**

BY: DocuSigned by:
Paul Schwengel DATE: 3/1/2019
480D50B2E68949A...

Risk Manager
Office of Risk Management

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

BY: DocuSigned by:
Rick Norrie DATE: 2/27/2019
AD4C84D4023E450...

Director
Community Business Development Partners

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

BY: DocuSigned by:
John D. Hensch DATE: 3/1/2019
F2FF9C00D50848B...

Milwaukee County Comptroller
Office of the Comptroller

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

BY: DocuSigned by:
Paul D. Englitsch DATE: 3/4/2019
57104007A18A423...

Corporation Counsel
Office of Corporation Counsel

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

BY: DocuSigned by:
County Executive DATE: 3/5/2019
831C9742336E428...

County Executive
Office of the County Executive

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

BY: DocuSigned by:
Paul D. Englitsch DATE: 3/11/2019
57104007A18A423...

Corporation Counsel
Office of Corporation Counsel



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/27/2018

Holder Identifier :

Certificate No : 570074414034



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 Aon Risk Services Central, Inc. Milwaukee WI Office 10700 Research Drive Suite 450 Milwaukee WI 53226 USA	CONTACT NAME:	
	PHONE (A/C. No. Ext.): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:		
INSURED Goodwill Industries of Southeastern Wisconsin, Inc. 5400 S. 60 Street Greendale WI 53129 USA	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Allmerica Financial Benefit Insurance Co 41840	
	INSURER B: Travelers Property Cas Co of America 25674	
	INSURER C: The Hanover Insurance Co 22292	
	INSURER D: Westchester Surplus Lines Ins Co 10172	
INSURER E:		
INSURER F:		

COVERAGES
CERTIFICATE NUMBER: 570074414034

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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZH1A04349806	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	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			AW1-A019534 06	01/01/2019	01/01/2020	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 type="checkbox"/> RETENTION			UH1A04350006	01/01/2019	01/01/2020	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000
B	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	N/A	UB1L9818871951H	01/01/2019	01/01/2020	<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

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

Milwaukee County Department of Aging is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. A waiver of subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the Workers' Compensation policy.

CERTIFICATE HOLDER
CANCELLATION

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

EXHIBIT I

**Milwaukee County Department on Aging
Descriptions of Proposed Programs and Services
Funding Period 1/1/2019 to 12/31/2019**

1.0 General Program Information

1.01 Program Title or Type of Service to be Provided: Case Management & Delivery Services for Home Delivered Meals

1.02 Agency Name: Goodwill Industries of Southeastern Wisconsin, Inc.

1.03 Address of Primary Office: 5400 S. 60th St.
Greendale, WI 53129

1.04 Phone Number 414-847-4172 FAX# 414-358-6528

1.05 Office Hours 8:00 a.m. to 4:30 p.m. E-mail Catherine.Girard@goodwillsew.com

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

Name, Title Dan Depies, Sr. Vice President Mission Services Signature _____

Name, Title Tamara T. Jung, Chief financial Officer Signature _____

1.07 Staff Contact for the Program:

Name, Title Cathy Girard, Vice President of Development & Community Services
Phone Number 414-847-4172 FAX# 414-358-6528 E-mail Catherine.Girard@goodwillsew.com

1.08 Type of Agency (please check those that apply):

Public _____ Non-profit X Proprietary _____

Minority (owned, directed, or predominantly staffed by minority groups) _____

1.09 Federal ID No. 39-0808491 State Tax Exempt No. E.S. 0362

1.10 Type of Request: New _____ Continuation X

1.11 Amount of Department on Aging Request: \$ 1,082,903

1.12 Total Agency Budget: \$ 259,067,000

1.13 Proposed Cost Per Unit of Service: \$ n/a

1.14 Proposed Units to be Provided: n/a

3.0 Program Staffing Information - Positions Funded by Department on Aging, Match, or Other Resources

A.	B.	C.	D.	E.	F.			
Position	% Full Time Equivalent	Wages and Salaries Subtotal \$	Fringe Benefit Subtotal \$	Total All (C & D) \$	Staff Demogr (Check all that apply)			
					Female	Minority	Disabled	Age 45 - 54
HD Meal Program Supv	0.90	55,347	26,904	82,251				
Social Worker	0.65	33,766	9,019	42,785				
Social Worker	1.00	44,721	12,933	57,654				
Social Worker	1.00	44,678	24,367	69,045				
Social Worker	1.00	36,578	20,408	56,986				
Meal Site Suprv	1.00	44,977	7,634	52,611				
Admin Asst	1.00	43,911	7,435	51,346				
Admin Asst	1.00	31,526	5,127	36,653				
Admin Asst.	1.00	31,974	5,210	37,184				
Dispatch and Meal Drivers	n/a	284,193	63,626	347,819				
				-				
Total:		651,671	182,663	834,334	36	33	18	11

Note: Total wages/salaries and fringe benefits for all positions should equal the total wage and fringe on Column 6 of the 4.0 Budget Summary, Personnel Subtotal.

Itemize below percentage of agency fringe benefit costs:

FICA	7.65%
Pension	5% on first \$25k and 8% thereafter
Workers comp	1.04% for staff and 4.54% for drivers
Unemployment comp	0.90%
Disability insurance	0.81%
Health insurance	\$ 4,951 for individual up to \$16,746 for family
Life insurance	0.24%
Other (specified)	

3.1 Program Staffing Information: Wages and Benefits

Please list each individual separately, using as many copies of this form as needed

Position Title	Hours Per Week	Annual Salary	Hourly Wage Rate	Fringe Benefit Category	Check if Employer Pays Fringe Benefit	County of Residence
HD Meal Program Supv	36	\$ 55,347	\$ 28.85	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Social Worker	26	\$ 33,766	\$ 24.37	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Social Worker	40	\$ 44,721	\$ 20.98	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Social Worker	40	44,678	\$ 20.96	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Social Worker	40	\$ 36,578	\$ 17.16	Health Insurance	X	Milwaukee
				Dental Insurance		
				Life Insurance	X	
Meal Site Suprv	40	\$ 44,977	\$ 21.10	Health Insurance		Milwaukee
				Dental Insurance		
				Life Insurance	X	
Admin Asst	40	\$ 43,911	\$ 20.60	Health Insurance		Milwaukee
				Dental Insurance		
				Life Insurance	X	
Admin Asst	40	\$ 31,526	\$ 14.79	Health Insurance		Milwaukee
				Dental Insurance		
				Life Insurance	X	
Admin Asst.	40	\$ 31,974	\$ 15.00	Health Insurance		Milwaukee
				Dental Insurance		
				Life Insurance	X	
MEAL DRIVER*	n/a		12.41	Health Insurance		MILWAUKEE
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[illegible]

3.2 Direct Service Staff Vacancy and Turnover

Name of 2019 Contractor: Goodwill Industries of S.E. WI, Inc.

	I	II	III	IV	V	VI
Name of 2016 Department on Aging Program or Service Contract	Number of Direct Service Staff employed in contract on January 1, 2018	Number of staff listed in Column I who remained employed on July 1, 2018	Number of new employees replacing staff listed in Column I by July 1, 2018	Percent of Column I employees replaced by July 1, 2018 (Column III divided by Column I)	Staff listed in Column I whose positions remained vacant on July 1, 2018	Percent of Column I positions vacant on July 1, 2018 (Column V divided by Column I)
Example: Transportation	10	7	2	20%	1	10%
Home Delivered Meals	60	58	5	8%	0	0%

Note:
Direct Service Staff are defined as persons employed under the contract whose job routinely brings them into contact with clients, either in person or over the telephone.

4.0 Budget Summary

		Contract Period	01/01/2019 - 12/31/2019
Provider Name	Goodwill Industries of S.E. WI, Inc.	Program/Service	Case Management & Delivery Services

ITEM	1	2	3	4	5	6
	Department on Aging Request	Non-Federal Match (10% of Program Costs) Cash In-Kind		Program Revenue	All Other Resources	Total
<u>1. PERSONNEL</u>						
A. Wages & Salaries	651,671				201,498	853,169
B. Fringe (____ %)	182,663				24,246	206,909
C. Other (Describe)						-
SUBTOTAL	834,334	-	-	-	225,744	#####
<u>2. TRAVEL EXPENSES</u>						
A. Local	110,739					110,739
B. Out of Town						-
SUBTOTAL	110,739	-	-	-	-	110,739
<u>3. FACILITIES EXPENSE</u>						
A. Rent	13,258		108,000			121,258
B. Utilities						-
C. Other (Describe)						-
SUBTOTAL	13,258	-	108,000	-	-	121,258
<u>4. OPERATING EXPENSES</u>						
A. Office Supplies	1,824					1,824
B. Consumable Supplies						-
C. Telephone	6,706					6,706
D. Postage	1,414					1,414
E. Equipment ³	13,073					13,073
F. Other (Describe) ¹	64					64
SUBTOTAL	23,080	-	-	-	-	23,080
<u>5. MISCELLANEOUS</u>						
A. Office Supplies						-
B. Consultant Fees						-
C. Audit						-
D. Other (Describe) ²	3,046					3,046
SUBTOTAL	3,046	-	-	-	-	3,046
<u>6. INDIRECT COSTS</u>						
A. Indirect Costs (Form 4.1)	98,446		12,323		22,574	133,343
B. Other (Describe)						-
SUBTOTAL	98,446	-	12,323	-	22,574	133,343
<u>7. COLUMN TOTAL FOR</u>						
<u>ALL COSTS</u>	1,082,903	-	120,323	-	248,318	#####
<u>8. TOTAL NON-FEDERAL</u>						
<u>9. PROFIT FACTOR</u>						

*Provide source of Non-Federal Cash match or description of In-Kind Match:

** Indirect costs must be reported by agencies that provide more than one program, service, or activity. See the RFP document for a more detailed definition. (Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs.)

¹ Cafeteria Vouchers
² Membership Dues
³ Photocopier, forms and printing, computers, ServTracker web access, Net Tracker Mobile application

4.1 Indirect Cost Allocation Plan

Name of Agency Goodwill Industries of S.E. WI, Inc.

If your agency provides only one kind of program, service or activity, and all costs are directly related to providing this program, service or activity, even if only partially allocated to the proposed Department on Aging program or service, you are not required to complete the Indirect Cost Allocation Plan.

Description of Item Costs

1. General Administration

- A. Salaries of Executive Officers
- B. Expenses of Executive Officers
- C. Personnel Administration
- D. Accounting
- E. Other (Describe) Mission Services Management
- F. Other (Describe) Purchasing
- G. Other (Describe) Info Systems
- H. Other (Describe) Safety and Medical

2. Buildings and Equipments

- A. Depreciation
- B. Use
- C. Operation
- D. Maintaining Facilities
- E. Other (Describe) _____
- F. Other (Describe) _____

3. Communication Costs

- A. Advertising Costs
- B. General Communication Costs
(Telephone, postage, etc.)
- C. Other (Describe) _____
- D. Other (Describe) _____
- E. Other (Describe) _____

4. Other Indirect Costs

- A. Other (Describe) Legal
- B. Other (Describe) Planning
- C. Other (Describe) _____
- D. Other (Describe) _____

TOTAL ALL INDIRECT COSTS

Total Agency Cost	Department of Aging Program Costs	Indirect Cost Rate
1,789,381	7,157	10%
657,725	2,631	10%
4,118,282	16,471	10%
2,715,367	10,860	10%
496,963	1,988	10%
533,379	2,133	10%
5,110,168	20,438	10%
1,142,181	4,568	10%
2,222,558	8,889	10%
5,089,548	20,356	10%
374,719	1,499	10%
364,068	1,456	10%
24,614,339	98,446	

Total Department on Aging Program Costs should be included on Line 6A of the 4.0 Budget Summary.

For allowability of certain selected items of cost, refer to Office of Management and Budget Circular A-122

4.2 Program Volume Data and Unit Rate Calculation

Purchase of Service Applicants Only

1. Name of Agency Goodwill Industries of S.E. WI, Inc.
2. Name of Program/Service Case Management & Delivery Services for Home Delivered Meals
3. Number of Program Operating Days 252
4. Number of Program Operating Hours 2016
5. Specific Type of Unit of Services _____
(See Program Specifications/Guidelines for Unit of Service Definitions)
6. Estimated Total Number of Unduplicated Clients to be Served
(Unduplicated clients counted only once no matter how many times served)

Monthly 1550

Annually 2370
7. State law requires that purchase of service contracts must specify the anticipated absenteeism rate under such contracts. The absenteeism rate is defined as the rate the overall purchase clientele is expected to be absent at the scheduled time without prior planning.

 Anticipated Monthly Absenteeism Rate n/a %
8. Total Cost of Program/Service \$ 1,451,544
(Include Department on Aging Request, Non-federal match, and Other Resources (4.0 Budget Summary))
9. Total Milwaukee County Department on Aging Units of Services for Entire Contract Period _____
(Briefly describe the methodology used to determine total units of service)
10. Total Milwaukee County Department on Aging Request for Entire Contract Period \$ 1,082,903
(This amount should be included in 4.0 Budget Summary, Column 1 and should also be included on the cover page, Exhibit I, Line 1.11)
11. Unit Cost per Milwaukee County Department on Aging Funded Unit of Service \$ _____
(Divide Item Number 10, Total Milwaukee County Department on Aging Request, by Item Number 9, Total Milwaukee County Department on Aging Units of Service, with the unit cost shown on the cover page, Exhibit I, Line 1.13)
12. Other comments by applicant concerning client volume and cost of program/service. (Include in this section any unique characteristics of your agency and/or service which further clarify the amount and cost of service offered in this proposal. Attach any additional pages needed to answer this question.

ary)

o

2r

7.0

Demographic Summary of Board of Directors/Agency Owners

[illegible]

Certificate Of Completion

Envelope Id: B4A73FCFF9094703A5D041F43F43D6BE

Status: Completed

Subject: Please DocuSign: 2019 Home Delivered Meals Contract with Goodwill

Source Envelope:

Document Pages: 38

Signatures: 12

Envelope Originator:

Certificate Pages: 6

Initials: 0

Ayame Metzger

AutoNav: Enabled

633 W. Wisconsin Ave.

Envelopeld Stamping: Enabled

Suite 901

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

Milwaukee, WI 53203

Ayame.Metzger@milwaukeecountywi.gov

IP Address: 204.194.251.5

Record Tracking

Status: Original

Holder: Ayame Metzger

Location: DocuSign

12/17/2018 10:20:42 AM

Ayame.Metzger@milwaukeecountywi.gov

Signer Events

Tamara T. Jung

Thomas.Gossett@goodwillsew.com

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Tamara T. Jung
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Signature Adoption: Pre-selected Style
Using IP Address: 63.252.23.254

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Signed: 2/27/2019 1:48:57 PM

Electronic Record and Signature Disclosure:

Accepted: 2/27/2019 1:45:57 PM

ID: c2b85d28-e6d3-4c91-b78c-f08f7dc4f32c

Holly Davis

Holly.Davis@milwaukeecountywi.gov

Director

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Holly Davis
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Signature Adoption: Pre-selected Style
Using IP Address: 204.194.251.3

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Signed: 2/27/2019 3:45:58 PM

Electronic Record and Signature Disclosure:

Accepted: 2/27/2019 3:45:23 PM

ID: 49e51b64-40b8-4d6d-bc80-6f47ba56c2e2

Community Business Development Partners

rick.norris@milwaukeecountywi.gov

CBDP Director

Milwaukee County

Security Level: Email, Account Authentication
(None)

DocuSigned by:
Rick Norris
AD4C84D4023E450...

Signature Adoption: Drawn on Device
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Signed: 2/27/2019 3:53:34 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)

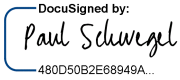
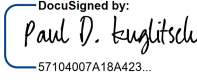
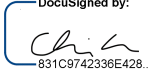
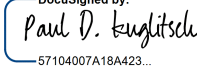
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Scott Manske
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Signature Adoption: Uploaded Signature Image
Using IP Address: 204.194.251.3

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Signed: 3/1/2019 8:56:34 AM

Electronic Record and Signature Disclosure:

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Signer Events	Signature	Timestamp
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Chris Abele, County Executive CEXSignature@milwaukeecountywi.gov County Executive Milwaukee County Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Chris Abele 831C9742336E428...</p> <p>Signature Adoption: Drawn on Device Using IP Address: 204.194.251.3</p>	Sent: 3/4/2019 4:16:27 PM Viewed: 3/5/2019 2:57:44 PM Signed: 3/5/2019 2:58:53 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Paul D. Kuglitsch CorpCounselSignature@milwaukeecountywi.gov Corporation Counsel Milwaukee County Security Level: Email, Account Authentication (None)	 <p>DocuSigned by: Paul D. Kuglitsch 57104007A18A423...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3</p>	Sent: 3/5/2019 2:58:56 PM Viewed: 3/11/2019 8:32:51 AM Signed: 3/11/2019 8:32:53 AM
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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	3/5/2019 2:58:56 PM
Certified Delivered	Security Checked	3/11/2019 8:32:52 AM
Signing Complete	Security Checked	3/11/2019 8:32:53 AM
Completed	Security Checked	3/11/2019 8:32:53 AM

Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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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