# Milwaukee County Department on Aging 2020 Purchase of Service Contract Grant Supported Programs and Services

#### Milwaukee Christian Center

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 Milwaukee Christian Center, 807 S. 14<sup>th</sup> St., Milwaukee, WI 53204 (hereinafter called Contractor).

#### 1. Dates of Performance

This Contract is made in an amount not to exceed \$250,000 for the period of <u>January 1, 2020</u> through <u>December 31, 2020</u> to supervise 13 congregate meal sites for older adults in Milwaukee County. This contract may be extended for an additional year upon 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.
- I. Contractor agrees to perform background checks on any Contractor employees, representatives, or agents hired on or after the Effective Date who may have or do have direct contact with clients or customers, to ensure such employees: (i) have not been convicted of a criminal offense related to the provision of services but have not yet been excluded; (ii) have not been convicted of any felony; (iii) as discovered through any background check or based upon Contractor's knowledge, have not been terminated from employment by any employer or contractor for theft, misappropriation of property, or any other potentially illegal or unethical acts. Vendor agrees not to use any employee or potential employee failing to meet the above criteria to provide direct client services to any under this Agreement. Any breach of this section shall give Department the right to terminate this Agreement immediately.

#### 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 upon request, 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 and Program Income

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.
- F. Program Income. Per 45 CFR Part 75.307(e)(1), Program Income (as hereinafter defined) must be deducted from total allowable costs to determine the net allowable costs; Program Income must be used for current costs; and unanticipated Program Income must be used to reduce the federal award and non-federal entity contributions rather than increase the funds committed to the project. Program Income must be reported and spent within the contract year it is generated. "Program Income" is defined as Contractor revenue meeting one or more of the following descriptions: (1) Contributions/donations collected from participants for services provided (e.g., home-delivered meals, senior dining meals, caregiver services, etc.), (2) Contributions/donations from local civic groups, businesses, members of the community, or other organizations; (3) Proceeds from fundraising; (4) Revenue for meals provided to home and community based long-term care programs (Family Care, IRIS, COP, etc.); (5) Revenue from sales of services or property (e.g. meals, liquid nutritional supplements, etc.); (6) Interest income; (7) Usage or rental fees; or (8) Patent or copyright royalties. The definition of "Program Income" excludes revenues raised by a government grantee/provider under its governing powers (taxes, special assessments, levies, fines) and cash match.

#### 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 (1/12) of the Contract award. Advance payment amounts are at the discretion of the Department. Prior to the receipt of advance payment, 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 seventh (7th) 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. The 30 days does not start to run until all forms are accurate, complete, and include all revisions requested by Department.

#### 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 Milwaukee County representatives, including representatives of the Department on Aging or 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. <u>Inspection of Premises</u>

Contractor shall allow 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, 2020, 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 Agencywide Audit for Calendar Year 2019 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 \$500,000 or more, either directly or indirectly, shall submit to County two (2) original copies of a certified audit for calendar year 2020 performed in accordance with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The audit submitted by Contractor shall be conducted in conformance with the following standards:
  - (a) Wisconsin Department of Health Services (DHS) Audit Guide, <u>October 2018 Revision or later.</u>
  - (b) Standards applicable to financial audits contained in Government Auditing Standards (GAS) promulgated by the Comptroller General of the United States; and
  - (c) Generally Accepted Auditing Standards (GAAS) adopted by the American Institute of Certified Public Accountants (AICPA).
- 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 2019 through December 31, 2019, compiled by a CPA licensed to practice by the State of Wisconsin. Compiled supplemental schedules are due by July 1, 2020. 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 (online 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 Purchase of Service Guidelines, Technical Requirements Audit and Reporting* booklet (latest edition). 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 ratebased 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 Departments 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 <a href="Program Audits">Program Audits</a>, "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, <u>Program Audits</u>, "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;
  - (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 Contract 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 Contract 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:
- 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 2019 through December 31, 2019, 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, 2020, 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 Contract 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 Contract 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 Contract 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 Contract 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, 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 for the failure to comply with audit requirements.
- 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 Contract 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 with Department until six months after such time as these requirements are met. This provision shall survive the termination of this Contract 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 Contract 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 Contract 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 Contract 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 Contract 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 three 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 Chapter Section 34.09 (Audit) and Section 34.095 (Investigations concerning fraud, waste, and abuse) of the Milwaukee County Code of General Ordinances.

# 11. Affirmative Action, TBE Goals, Non-Discrimination and Equal Employment Opportunity

#### A. Affirmative Action.

The Contractor assures that it will undertake an affirmative action program as required by Milwaukee County Code of General Ordinances (MCCGO) 56.17(1d), to insure that no person shall, on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in MCCGO 56.17(1d). The Contractor assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Contractor assures that it will require that its covered organizations provide assurances to the Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by MCCGO 56.17(1d), to the same effect.

#### B. Targeted Business Enterprises.

Contractor shall comply with all provisions imposed by or pursuant to Milwaukee County Code of General Ordinances Chapter 42 when and where applicable, and as said Ordinance may be amended. The County shall notify Contractor in the event that new ordinances are issued.

Contractor shall use reasonable efforts to establish Targeted Business Enterprise ("TBE") participation goals, consistent with Milwaukee County TBE goals of seventeen percent (17%) for professional services, and to use good faith efforts to achieve those goals. The parties agree that no TBE goal has been established and no goal is required under this contract.

The Milwaukee County Community Business Development Partners shall assist Contractor in soliciting potential TBE vendors for the improvements and monitor such goal attainment. Contractor's contact regarding TBE participation is:

Milwaukee County Community Business Development Partners 633 W. Wisconsin Avenue, 9th Floor Milwaukee, WI 53233 cbdp@milwaukeecountywi.gov

C. Non-Discrimination, Equal Employment Opportunity, and Affirmative Action Goals.

In the performance of work or execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. The Contractor will post in conspicuous places, available for employment, notices to be provided by the County setting forth the provisions of the nondiscriminatory clause. A violation of this provision shall be sufficient cause for the County to terminate the Contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the Contractor for use in completing the contract.

The Contractor agrees that it will strive to implement the principles of equal employment opportunities through an effective affirmative action program, and will so certify prior to the award of the Contract, which program shall have as its objective to increase the utilization of women, minorities and handicapped persons, and other protected groups, at all levels of employment in all divisions of the contractor's workforce, where these groups may have been previously under-utilized and under-represented. The Contractor also agrees that in the event of any dispute as to compliance with the aforestated requirements, it shall be his/her responsibility to show that he/she has met all such requirements.

The Contractor agrees that it will strive to implement the principles of active and aggressive efforts to assist Milwaukee County in meeting or exceeding its overall annual goal of participation of target enterprise firms.

When a violation of the non-discrimination, equal opportunity or Affirmative Action provisions of this section has been determined by County, Contractor shall immediately be informed of the violation and directed to take all action necessary to halt the violation, as well as such action as may be necessary to correct, if possible, any injustice to any person adversely affected by the violation, and immediately take steps to prevent further violations.

If, after notice of a violation to Contractor, further violations of the section are committed during the term of the Contract, County may terminate the Contract without liability for the uncompleted portion or any materials or services purchased or paid for by the Contractor for use in completing the Contract, or it may permit Contractor to complete the Contract, but, in either event, Contractor shall be ineligible to bid on any future contracts let by County.

#### 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 reasonable 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 intellectual property infringement regarding materials, including, but not limited to, 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. <u>Insurance</u>

Contractor agrees to strictly comply with the insurance requirements set forth on Exhibit II.

#### 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 Department by virtue of any Department obligation to Contractor until such time as the Contract requirements are met.

#### 15. 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.

#### 16. Advertising and Media Requests

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. Any requests for interviews with Media shall be reported to the Department prior to the interview taking place.

### 17. Coordination of Services

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

# 18. Client Contributions

- A. Where required by the relevant Program/Service Guidelines or Specifications, Contractor shall provide clients receiving services under this Contract the opportunity to voluntarily and confidentially contribute toward the cost of services they receive. All solicitations to contribute must be approved in advance by 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.

# 19. 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.

#### 20. 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.

#### 21. 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.

# 22. Subcontracts

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

# 23. 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.

#### 24. Resolution of Disputes

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

# 25. Prohibited Practices

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

#### 26. <u>Certification Regarding Contractor Debarment or Suspension</u>

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.

Ву:		Date:	
·	(Signature of Official Authorized to Sign Contract)		

#### 27. Certification Regarding Lobbying

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

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

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

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

# 28. 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.

#### 29. <u>Notices</u>

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.

#### 30. 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.

#### 31. <u>Contract Content</u>

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.

# 32. 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 .

#### MINIMUM INSURANCE REQUIREMENTS

<u>Insurance</u>. Every contractor and all parties furnishing services or product to <u>Milwaukee County</u> (<u>Milw. Cty.</u>) or any of its subsidiary companies must provide Milw. Cty. with evidence of the following minimum insurance requirements. In no way do these minimum requirements limit the liability assumed elsewhere in the contract. All parties shall, at their sole expense, maintain the following insurance:

(1.) Commercial General Liability Insurance including contractual coverage:
The limits of this insurance for bodily injury and property damage
Combined shall be at least:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising injury Limit	\$1,000,000

(2.) Business Automobile Liability Insurance:

Should the performance of this Agreement involve the use of automobiles, Contractor shall provide comprehensive automobile insurance covering the ownership, operation and maintenance of all owned, non-owned and hired motor vehicles. Contractor shall maintain limits of at least \$1,000,000 per accident for bodily injury and property damage combined.

- (3.) Workers' Compensation Insurance:

  Such insurance shall provide coverage in amounts not less than the statutory requirements in the state where the work is performed, even if such coverages are elective in that state.
- (4.) Employers Liability Insurance:

  Such insurance shall provide limits of not less than \$500,000 policy limit.
- (5.) Excess/Umbrella Liability Insurance:

  Such insurance shall provide additional limits of not less than \$5,000,000 per occurrence in excess of the limits stated in (1.), (2.), and (4.) above.

#### <u>Additional Requirements:</u>

- (6.) Contractor shall require the same minimum insurance requirements, as listed above, of all its contractors, and subcontractors, and these contractors, and subcontractors shall also comply with the additional requirements listed below.
- (7.) The insurance specified in (1.), (2.) and (5.) above shall: (a) name Milw. Cty. including its directors, officers, employees and agents as additional insureds by endorsement to the policies, and, (b) provide that such insurance is primary coverage with respect to all insureds and additional insureds.

- (8.) The above insurance coverages may be obtained through any combination of primary and excess or umbrella liability insurance. Milw. Cty. may require higher limits or other types of insurance coverage(s) as necessary and appropriate under the applicable purchase order.
- (9.) Except where prohibited by law, all insurance policies shall contain provisions that the insurance companies waive the rights of recovery or subrogation, by endorsement to the insurance policies, against Milw. Cty., its subsidiaries, its agents, servants, invitees, employees, co-lessees, co-venturers, affiliated companies, contractors, subcontractors, and their insurers.
- (10.) Contractor shall provide certificates evidencing the coverages, limits and provisions specified above on or before the execution of the Agreement and thereafter upon the renewal of any of the policies. Contractor shall require all insurers to provide Milw. Cty. with a thirty (30) day advanced written notice of any cancellation, nonrenewal or material change in any of the policies maintained in accordance with this Agreement. Coverage must be placed with carriers with an A. M. Best rating of A- or better.

#### Mail to:

Milwaukee County Risk Management 633 W. Wisconsin Ave. Ste. 750 Milwaukee, WI 53203

# **EXHIBIT I**

# Milwaukee County Department on Aging Descriptions of Proposed Programs and Services Funding Period 1/01/20 to 12/31/20

1.0 Ge	neral Program Info	rmation								
1.01	Program Title or T	ype of Servi	ce to be Provid	ed;	13-	-Nutritio	on Mealsite M	anagement	·	
1.02	Agency Name:	Milwaukee	Christian Cent	er						
1.03	Address of Primar	y Office:	807 S. 14th S	Street						
			Milwaukee,	WI 53204		······································				
1.04	Phone Number	(414) 645-5	350				_ FAX#	(414) 645-18	359	<del></del>
1.05	Office Hours	Mon - Fri 9	-5				_ E-mail	khiggins@r	nccwi.org	
1.06	Official(s) Author	ized by the B	oard of Directo	ors to Sign (	Contr	acts/Rep	oorts for the A	gency:	•	
	Name, Title	Karen Higg	ins, Executive	Director			_ Signature	The	v	
	Name, Title	Letty Martin	nelli, Finance I	Directtor			Signature	Util	>M8	TO_
1.07	Staff Contact for t	he Program:					Accounting	Contact for t	he Program	
	Name, Title	Karen Higg	ins, Executive	Director		_	_Name, Title	Letty Martin	elli, Finance I	Director
	Phone and e-mail	<u>(414)</u> 902-5	380, khiggins(	@mccwi.org	ž		Phone and E-mai		381, Imartinell	i@mccwi.org
1.08	Type of Agency (	please check	those that appl	y):						
	Public			Non-profit	<u>X</u>			Proprietary		
	Minority (o	wned, directe	d, or predomin	nantly staffe	d by	minority	y groups)		<del>-</del>	
1.09	Federal ID No.	39-0807066	<u> </u>	-	Sta	ate Tax	Exempt No.	ES-1262	<u>-</u>	
1,10	Type of Request:	New	<del></del>	Con	tinuat	tion	X	_		
1.11	Amount of Depar	tment on Agi	ng Request:		\$	250,00	00		_	
1.12	Total Agency Bud	lget:			\$	308,11	12		_	
1,13	Proposed Cost Pe	r Unit of Ser	vice:		\$ <u>N</u>	/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.			
								emogi			
				•		((	heck	all tha	t apply	y)	
Position Title	% Full Time Equivalent	Salary and/or Wage Subtotal \$	Fringe Subtotal \$	Total All (C & D)	Female	Minority	Disabled	Age 45 - 54	Age 55 - 64	Age 65 - 74	Age 75+
   Arlington	38%	13,650	2,140	15,790		1		1			
Beulah	30%	6,240	978	7,218	1	1				1	
College	28%	11,440	1,794	13,234	1	1				1	
Convent	30%	6,240	978	7,218	1	1					1
Dolan	38%	13,650	2,140	15,790	1	1			1		
Elks	38%	15,600	2,344	17 944	1	1					1
Franklin	38%	15,600	2,344	17,944		1				1	
Hart Park	30%	10,920	1,712	12,632	1	1			1		
Lapham	28%	11,440	1,794	13,234	1	1			1		
Oasis	28%	10,010	1,570	11,580		1			İ		1
South Milw	28%	10,010	1,570	11,580	1					1	
St Aloysius	28%	8,580	1,345	9,925	1	1				1	
West Allis	28%	10,010	1,570	11,580	1	1				1	
Supervisor	100%		8,401	65,476	1				1		
Volunteers		29,986		29,986							
Total: (Each Category)	5.05	\$ 230,451	\$ 30,680	\$ 261,131	11	12	-	1	4	6	3

Note: Total wage and fringe for all staff positions (Column E of 3.0 of Program Staffing Information) should match 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	3.00%
Workers comp	1.66%
Unemployment comp	6,40%
Disability Insurance	
Health insurance	
Life insurance	
Dental	0.80%

Please list each individual separately, using as many copies of this form as needed Residence County Milwaukee Milwaukee Milwankee Milwaukee Milwaukee Milwaukee Milwaukee Milwankee Milwaukee Employer Pays Fringe Benefit Check if Fringe Benefit Category Health Insurance Dental Insurance Life Insurance Dental Insurance Health Insurance Dental Insurance Life Insurance Health Insurance Dental Insurance Health Insurance Health Insurance Dental Insurance Life Insurance Wage Rate 27.44 Π 15 15 15 17 Ξ Π 13 13,650 10,010 10,010 57,075 11,700 13,650 8,580 11,700 4,680 Annual Salary 3.1 Program Staffing Information: Wages and Benefits 17.5 17.5 17.5 17.5 7.5 15 15 4 15 Hours Per Week Position Title Supervisor Arlington Lapham Franklin College Beulah Dolan Oasis Elks

			•		•
				Health Insurance	
Convent	7.5	4,680	12	Dental Insurance	Milwaukoc
				Life Insurance	
() 在 1	が、地方は	があると			
1				Health Insurance	
St Aloveins	12.5	7,150	11	Dental Insurance	Milwaukee
				Life Insurance	
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				Health Insurance	
South Milwankee	15	8,580	11	Dental Insurance	Milwaukee
				Life Insurance	
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				Health Insurance	
West Allis	15	8,580	11	Dental Insurance	Milwaukee
				Life Insurance	
· 在一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个		秦 秦 李	<b>新是公司等的</b>		
				Health Insurance	
Hart Park	15	9,360	12	Dental Insurance	Milwaukee
				Life Insurance	
総子、建議・記者権法を出る情報を主要権法を持ちからの。 第一、第一、日本のは、1918年の日本のは、1918年の日本のは、1918年の日本のは、1918年の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の日本の	· · · · · · · · · · · · · · · · · · ·	では、大きないのでは、	<b>机器和基础器从数</b>	の 1000 mm 10	我们是 我们是我们是我们是我们是一个人的人们是一个人们是一个人们的人们是一个人们的人们是一个人们的人们的人们是一个人们的人们的人们们的人们们们们们们们们们们们们们们们们们们们们们们们们们们们
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3.2 Direct Service Staff Turnover and Vacancy

2019 Service Provider: Milwaukee Christian Center

	I	II	ш	IV	Λ	VI
Title of Program or Service Contract (Department on Aging)	Number of Direct Service Staff employed in contract on January 1, 2019	Number of staff listed in Column I who remained employed on July 1, 2019	Number of new employees replacing staff listed in Column I by July 1, 2019	Percent of Column I employees replaced by July 1, 2019 (Column III divided by Column I)	Staff listed in Column I whose positions were vacant on July 1, 2019	Percent of Column I positions vacant on July 1, 2019 (Column V divided by Column I)
Example: Transportation 13-Nutrition Mealsite Management	10	14	2	13%	0	10%

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 Program Budget Summary

Provider Name Milwaukee Christian Center

Contract Period 1/1/2020 - 12/31/2020

Program/Service 13-Nutrition Mealsite Management

	1	2	3	4	5	6
ITEM	Department on Aging Request	Non-Fede (10% of Pro Cash	eral Match gram Costs) In-Kind	Anticipated Program Revenue	All Other Program Resources	Program Total
			oppin segal segal.	神神県でも大力(ま)。 第一年		MATERIAL CONTRACTOR
1. PERSONNEL	105.030.00		(4) (4) (4)	BEST CHANGE SECTION	1 1 50 5 0 0	
A. Wages & Salaries B. Fringe ( %)	185,938.00 28,358.00		29,986.00		14,527.00 2,322.00	230,451.00 30,680.00
C. Other (Describe)	20,336.00				2,322.00	30,080.00
SUBTOTAL	214,296.00	_	29,986.00	-	16,849,00	261,131.00
	partito Garage Maria est Consultation de la companio	が1.7号が三角を3.当分 (4.75)(47)(16年)でか	radio (AAC) (AG) Martin	nga i saka nga sak -vara saka tang	- bolovalski vitika Pred <sub>a p</sub> ovog preda po	
2. TRAVEL EXPENSES A. Local	2 177 00	图				0.100.00
A. Locai B. Out of Town	2,177.00					2,177.00
SUBTOTAL	2,177.00		-	_		2,177.00
	and the state of the state of the state of		452 (12.54) S. 486 (1)	14-6.15 (14-6.14)	JEMBO FRESUNDADO (TA	5,483.708 307 77
3. FACILITIES EXPENSE		港中国企业	107902 14823 148			
A. Rent B. Utilities	563.00					563.00
C. Cleaning, Security, Maint	404.00 561.00					404.00 561.00
SUBTOTAL	1,528.00	-		-	-	1,528.00
						TSP10.1 (4,000 2012AL/TEXT)
4. OPERATING EXPENSES	2 (2 2 2 2 3 3 3 3 3 3 3 3 3 3 3 3 3 3 3				ann ac na h	
A. Office Supplies B. Consumable Supplies C. Telephone	793.00					793.00
	2,800.00					2,800.00
D. Postage		<del></del>				2,000,00
E. Equipment & Repair	500.00					500.00
F. Other (Describe)	1 002 00					4 002 00
SUBTOTAL	4,093.00	- (4.34%)/4.4%	·	- Tanatakan dalah salah sa		4,093.00
5. MISCELLANEOUS						
A, Staff Training	300.00	<u> </u>	and the sample of the property of the	and with the first feet to the feet and a part of the feet of the	ag ( Tree in 平 in y Michael Color in ext 主意ない	300.00
B. Consultant Fees						-
C. Audit	2,606.00					2,606.00
D. Vehicle Insurance SUBTOTAL	2,906.00		-			2,906.00
SODI OTTE	它是有是"先生"。	79-727, <del>48</del> 77, 237, 757, 757, 757, 757, 757, 757, 757, 7				
6. INDIRECT COSTS			現は「軽さい」とはません よりによった。			
A. Indirect Costs (Form 4.1)	25,000.00		·		11,277.00	36,277.00
B. Other (Describe) SUBTOTAL	25,000.00				11,277,00	36,277.00
SUBTUTAL	23,000.00	045255010154500			11,277.00	30,277.00
7. COLUMN TOTAL FOR	情女 第二十二分 10万字				To the second of	
ALL COSTS	250,000.00		29,986.00		28,126.00	308,112.00
8. TOTAL NON-FEDERAL		-		五十二年 经营业的		-
9. PROFIT FACTOR		學學就像學者	1995年 1995年 1995年	<b>中"红"的"相"的</b> 图		

<sup>\*</sup> Provide source of Non-Federal Cash match or description of In-Kind Match:

Volunteer hours

<sup>\*\*</sup> Indirect costs must be reported by agencies that provide more than one program, service, or activity.

Form 4.1 must be completed, describing specific indirect costs and the plan for allocating those costs.

#### 4.1 Indirect Cost Allocation Plan

Name of Agency	Milwaukee Christian Center
----------------	----------------------------

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	Total Agency Cost For Program	Department of Aging Program Costs For Program	Indirect Cost Rate (Max of 10%)
1. General Administration	The second secon	Agree 1 Section 2015	
A. Salaries of Executive Officers	192,069	17,000	0.09
B. Expenses of Executive Officers C. Personnel Administration	11,219	1,000	0.09
D. Accounting	78,781	7,000	0.09
E. Other (Describe)	10,701	7,000	
F. Other (Describe)			
G. Other (Describe)			
2. Buildings and Equipments	(a) (b) (b) (c) (c) (c) (c) (c) (c) (c) (c) (c) (c		
A. Depreciation B. Use C. Operation D. Maintaining Facilities E. Other (Describe) F. Other (Describe)			V
3. Communication Costs		10 E	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
A. Advertising Costs B. General Communication Costs (Telephone, postage, etc.) C. Other (Describe) D. Other (Describe) E. Other (Describe)	111111111111111111111111111111111111111		
4. Other Indirect Costs		The Mark Was Hard	
A. Other (Describe) B. Other (Describe) C. Other (Describe)			
D. Other (Describe)	L		<u> </u>
TOTAL ALL INDIRECT COSTS  Must total 10% or less of MCDA award	282,069	25,000	0.09

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

## 5.0 Terms, Conditions, and Assurances

The applicant agrees to comply with the following regulations, requirements, policies, and documents for the entire period of any contract with the Milwaukee County Department on Aging.

- 1. The applicant will comply with all federal, state, and local laws and requirements relating to equal opportunity in employment and the delivery of services and will submit, as required below, Affirmative Action Plans and Civil Rights Compliance Action Plans that meet Equal Opportunity Requirements under the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Titles VI and XVI of the Public Service Health Act, as amended, the Age Discrimination Act of 1975, as amended, the Americans with Disabilities Act of 1990, as amended, and other relevant federal laws, state statutes, and County Ordinances.
- The terms of a Milwaukee County Department on Aging Purchase Agreement.
- 3. The relevant Milwaukee County Department on Aging Program/Service Guidelines or Specifications.
- 4. The Milwaukee County Department on Aging Administrative Policies and Procedures.
- 5. Manual of Policies, Procedures, and Technical Assistance for the Wisconsin Aging Network.
- 5. All federal, state, and local laws and regulations pertaining to the funding or the provision of the proposed program or services.

The undersigned further offers the following specific assurances:

# A. Environment, Licensure, and Accessibility

- 1. The proposed service site meets minimum standards of local Building, Fire, and Health Departments.
- The proposed service site has adequate space and equipment to provide the proposed program or services.
- 3. Where state or local public jurisdiction requires licensure, certification, or permits for the provision of the proposed program or service, the applicant assures that it will possess all required licenses, permits, and certifications for the entire period of any contract with the Department on Aging.
- 4. The proposed service site will be accessible to older persons with disabilities.

#### B. Sponsorship and Sponsor Goals

1. The applicant will acknowledge the sponsorship of the Milwaukee County Department on Aging on all announcements of the proposed program or service, but will not attribute any statement to the Department without written clearance.

2. The applicant will not be in conflict with the stated goals and policies of the Milwaukee County Department on Aging.

# C. Staffing

- 1. The applicant is willing to employ staff appropriate for the primary service population in need of the proposed program or service.
- 2. The applicant will not discriminate in its employment policies as to race, age, creed, sex, or national origin, and will, as appropriate, attempt to employ people 45 years of age and older.
- 3. The applicant will provide proper supervision for the proposed program or service and specify supervisory responsibilities.
- 4. The applicant will comply with the requirements of Wisconsin 1997 Act 27 and s. 48.685 and s. 50.065, Wis. Stats., including conducting employee background checks as may be required under state law.

# D. Training

The applicant agrees to provide for, or participate in, such training as may be necessary to enable paid and volunteer project personnel to effectively provide and administer the proposed program or service.

# E. Reporting and Record Keeping

- 1. The applicant will assist the Milwaukee County Department on Aging in meeting reporting and/or research requirements, including outcomes and outcome measures.
- 2. The applicant will use only the official forms provided by the Milwaukee County Department on Aging to submit required monthly reports on the proposed program or service. Any computer-generated substitute of official forms must be approved in advance by the Milwaukee County Department on Aging prior to use.

# F. Coordination with Other Service Providers

The applicant assures that it will coordinate its proposed program or service with other service providers serving older adults in Milwaukee County, including senior centers and the Senior Meal Program.

# G. Maintenance of Non-Federal Funding

The applicant assures that it will continue or initiate efforts to obtain funds from private sources and other public organizations to maintain the proposed program or service.

## H. Equal Employment Opportunity Requirements

Based upon Section 56.17 of Milwaukee County General Ordinances, and relevant Federal and State laws and regulations, the applicant must, and assures that it will, comply with the following

requirements during the entire period of any contract with the Milwaukee County Department on Aging.

1. Affirmative Action Plan: Agencies that have fewer than 50 employees and a Milwaukee County contract are urged to voluntarily develop and keep on file an Affirmative Action Plan and a Civil Rights Compliance Action Plan. Agencies that have a Milwaukee County contract and have 50 or more employees are required to develop and/or update an Affirmative Action Plan. Plans should be submitted to the County Audit Compliance Manager, at City Campus, 2711 West Wells Street, 9<sup>th</sup> Floor, Milwaukee, WI 53208.

Information regarding basic statistics on population and labor force can be obtained from the Labor Market Analyst, Job Service, State Office Building, 819 North 6th Street, Milwaukee, WI 53203 (Tel. 227-4310).

- 2. <u>Civil Rights Compliance Action Plan</u>: Agencies that have a Milwaukee County contract shall have a Civil Rights Compliance Action Plan that ensures that no person shall, on the grounds of race, color, national origin, age, sex, religion, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by Federal and State funds. Copies of a sample plan that meets Wisconsin Department of Health Services requirements are available from the Department on Aging.
- 3. EEO-1 Report: Applicable to agencies that have a contract of \$50,000 or more and have 50 or more employees. An EEO-1 report is to be submitted annually on or before March 31 to the Joint Reporting Committee, P. O. Box 1480, Arlington, Virginia, 22210 (Tel: 703-841-9620); a copy must be sent to the County Audit Compliance Manager. Forms are available from the U. S. Department of Labor, Office of Federal Contract Compliance Programs.
- 4. <u>Equal Employment Opportunity Certificate for Milwaukee County Contracts</u>: Applicable to <u>all</u> agencies. Form is enclosed. Each applicant must sign and return this form with their proposal.
- 5. Equal Opportunity Policy Statement: Applicable to all agencies. Form is enclosed. Agencies must sign and post copies on bulletin boards in each facility operated under a Department on Aging contract.
- 6. Equal Employment Opportunity Poster: Applicable to all agencies. Agencies must post one in each facility operated under a Department on Aging contract.
- 7. Equal Employment Opportunity Requirements: Following are the equal opportunity requirements by which all contract agencies must abide:
  - a. No otherwise qualified person shall be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination in any manner on the basis of race, color, national origin, religion, sex, disability, or age. This policy covers eligibility for and access to service delivery and treatment in all programs and activities.

- Ь. No otherwise qualified person shall be excluded from employment, be denied the benefits of employment, or otherwise be subject to discrimination in employment in any manner or term of employment on the basis of age, race, religion, color, sex, national origin, ancestry, or handicap [as defined in Section 504 and the Americans with Disabilities Act (ADA)], physical condition, developmental disability [as defined in s. 51.01 (5)], arrest or conviction record (in keeping with provisions of s. 111.32), sexual orientation, marital status, or military participation. All employees are expected to support goals and programmatic activities relating to non-discrimination in employment.
- Should the applicant be awarded a contract by Milwaukee County, the applicant c. shall, during the period of that contract, post the Equal Opportunity Policy, the name of the Equal Opportunity Coordinator, and the discrimination complaint process in conspicuous places available to applicants and clients of services, and applicants for employment and employees. The complaint process will be made available in languages and formats understandable to applicants, clients, and employees. The Wisconsin Department of Health Services will provide appropriately translated state-mandated brochures and forms for local distribution.
- d. The applicant agrees to comply with guidelines in the Civil Rights Compliance Standards and a Resource Manual for the Wisconsin Department of Health Services, its County Service Providers, and their Subcontractors for Equal Opportunity in Service Delivery and Employment, copies of which are available through the Department on Aging.
- The applicant agrees to cooperate with the Department on Aging and the e. Wisconsin Department of Health Services in developing, implementing, and monitoring corrective action plans that result from complaint investigations or other monitoring efforts.

#### I, Authorizations

- The applicant authorizes the Department on Aging to contact other governmental 1. agencies with which the applicant has contracted to determine:
  - a. If the amount and quality of contracted programs or services provided by the applicant have been satisfactory.
  - b. Whether the applicant has met all programming requirements under its contracts.
- 2. The applicant assures the Department on Aging that the applicant possesses the legal authority to submit a proposal to provide programs or services for the Department on Aging during 2015, and that its Board of Directors has authorized the filing of this proposal at its meeting of: September 21, 2019
  (Date of board meeting)

Exhibit I Section 5.0, Terms, Conditions, and Assurances Page 5

I hereby certify that the information in this proposal is true and correct, and that the program or service proposed herein is consistent with our organization's Articles of Incorporation and Bylaws and that submission of the proposal has been approved by a majority of the Board of Directors. Our organization further agrees to all of the above terms, conditions, and assurances and will submit all required reports and a certified financial audit for the years during which the organization has contracted to provide programs or services for the Department on Aging.

Name of Applicant Representative:	Karen Hig	19115
Title of Applicant Representative:	Executive	Director
Signature of Applicant Representative:	Kuy	
Date of Signature:	1014/19	

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Demographic Summary of Board of Directors/Agency Owners

Const Months of Const	Gen	ender		Age	e					Ethnicity	Ą		
Board Member Name	Female	Male	45 - 54	55 - 64 (	Female Male 45 - 54 55 - 64 65 - 74 75+	75+ 1	American Indian Alaska Native	Asian	Black	Latinx	Black Latinx Other Pacific Islander	White	Multi- ethnic
Dennis Stappas		X			X							×	
Eric Wynn		Х	X									×	
Jim Stark		Х		X								×	
Jennifer Torres	X									×			
Mary Binder	Х				X							×	
Rev. José Encarnación		X		X						×			
Paul Grippe		X				X						×	
John Jones IV		X	X									×	
Kelly S. Kuglitsch	х		X									×	
Betty Ulmer	Х		X									×	
Rev. Logan Vang		X	×				_^	×					

1. MISSION AND GOALS: Provide a brief outline of your agency's official mission statement and goals. Include a description of your agency's overall purpose, its primary target population and the desired outcomes for your clients.

What began with American Baptist roots providing outreach to immigrants on Milwaukee's south side in 1921, the Milwaukee Christian Center (MCC) now serves youth, families, and older adults of all races, ethnicities, religions, and ages throughout the city of Milwaukee. As a multi-service organization, MCC's mission is to build strong neighborhoods full of opportunity. We approach this work through four core areas: older adults, youth development, food security, and housing.

As part of these efforts, MCC also supervises 13 Senior Dining Program nutrition sites (herein referred to as *Older Adults Multisite Meal Program*) across Milwaukee County, offering older adults a healthy, warm meal and an opportunity to connect five days a week (Mon-Fri).

Target Population: Recognizing the rich diversity and unique needs of the community it targets, MCC serves individuals and families living primarily in the 53204 and 53215 zip code areas—two of Milwaukee's highest poverty areas—as well as those residing throughout the County as MCC's expertise is frequently tapped. Virtually all participants live in poverty, with the majority identifying as people of color, predominantly Hmong, Lao, Latino, or African-American).

Desired Outcomes: MCC's goal is to build strong neighborhoods and empower children, adults, and older adults to achieve stability and flourish.

2. SERVICE DELIVERY PLAN: Describe how your agency intends to provide the proposed program or service. (See the Program Service Guidelines or Specifications for the program or service that you are applying to provide). Address here any special requirements asked for in the Program Service Guidelines or Specifications that are not asked for in the subsequent sections of the narrative.

# Proposed Program

MCC proposes to manage 13 meal program sites across Milwaukee County ("Older Adults Multisite Meal Program"), including Arlington Court, Beulah Brinton, College Court, Convent Hill, Elks Lodge #46, Franklin City Hall Community Center, Hart Park, Lapham Park, Lois and Tom Dolan Community Center, OASIS, St. Aloysius, South Milwaukee, and West Allis.

Dining sites will be open for meal service five days a week, fifty-two weeks per-year, except for major holidays. If needed, service delivery days may be adjusted with MCDA's guidance. Individual dining sites may close if an event conflict arises within the facility that hosts the site. Program staff will notify MCDA and the respective cater of site closings and will use the forms provided by MCDA within a reasonable timeframe.

Planned meal site closures for the 2020 contract period will include: January 1<sup>st</sup> (New Year's Day); April 10<sup>th</sup> (Good Friday); May 25<sup>th</sup> (Memorial Day); July 3<sup>rd</sup> (Independence Day Observance); September 7<sup>th</sup> (Labor Day); November 26<sup>th</sup> (Thanksgiving); November 27<sup>th</sup> (day after Thanksgiving); December 24<sup>th</sup> (Christmas Eve); December 25<sup>th</sup> (Christmas Day); and December 31<sup>st</sup> (New Year's Eve).

### Target Population

The Older Adults Multisite Meal Program's primary target population is Milwaukee County's older adults, ages 60+, and their caregivers. Special emphasis is placed on reaching and serving those older adults and caregivers who are low-income, isolated, frail, and/or persons of color.

Reaching out to those of greatest economic and social need will continue to be a priority for MCC. MCC will use the definition of greatest economic and social need as defined by the Older Americans Act of 1965, as amended. "The term 'greatest economic need' means the need resulting from an income level at or below the poverty levels established by the Office of Management and Budget." "The term 'greatest social need' means the need caused by non- disabilities, language barriers, and cultural, social or geographical isolation including those caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens such individual's capacity to live independently."

### Targeting eligible clients

Linkages and referrals from other agencies will be solicited by promoting the Older Adults Multisite Meal Program for targeted individuals ages 60+. All meal site supervisors will promote their sites with emphasis placed on reaching low-income, minority, frail, and disabled older adults by placing information in area-wide and neighborhood publications, occasional radio and television coverage, promotions at senior events, collaborative efforts with community organizations and congregations, and any other ways developed by the Site Supervisors, the Program Manager, and MCC's Development Department. MCC staff will promote the sites to colleagues in the aging community and encourage the area Neighborhood Outreach Program Directors and Senior Center Directors to invite their clients to attend the dining sites.

# **Goals**

Provided in a safe and welcoming environment, the Older Adults Multisite Meal Program works to provide nutrition and socialization at each of its designated sites.

# **Program Activities & Services**

To achieve the aforementioned Older Adults Multisite Meal Program goals and services will include:

- Lunch will be served at 11:30 a.m. on a regular basis and will maintain the standard meal reservation system.
- MCC will maintain all policies and procedures of the Older Adults Multisite Meal Program as
  provided by MCDA. MCC will maintain a choice of milk (1% or chocolate), menus, and heart
  healthy options at all nutrition sites. All meals served will provide a minimum of one-third of
  the daily nutritional allowance for adults recommended by the HHS. These meals will be
  prepared in accordance with the menus developed by MCDA's Senior Meal Program
  Coordinator.
- MCC will order meals based on the number of reservations taken each day. This will ensure that there will be no over-ordering of meals.
- MCC staff will ensure that each site's daily reservation sheets are reconciled with that site's
  Weekly Activity Reports and the meals ordered report. Meals may be under-ordered by up to
  5% based upon actual experience that includes excessive leftover meals due to high no-show
  counts. MCC will administer the "Stand By" designation to those clients with excessive "No
  Call/No Shows" and cancellations.
- On a daily basis, MCC staff will monitor quality, quantities, temperatures, and timing of meals
  provided by caterers to ensure adherence to Milwaukee County standards and specifications
  with the caterer. On a daily basis, Site Supervisors will monitor service of meals to ensure

- portion control, as well as sanitary and aesthetically pleasing service, in accordance to the requirements set forth by the Older American's Act and MCDA.
- MCC will monitor sites for adherence to and maintenance of all Health Policies and Sanitation Practices as specified by City of Milwaukee Health Department and/or Municipal Health Departments, and State of Wisconsin Department of Health and Family Services, Bureau of Aging.
- MCC Older Adults Multisite Meal Program will work directly with the caterers to rectify any
  daily catering problems as they occur, such as shortages, food and supply problems,
  insufficient temperatures, inadequate portions, late delivery of meals, improper delivery of
  meals, poor quality of meals, etc.
- MCC will report the totals for meals served as well as amounts ordered, received and payable when completing the Weekly Activity Reports.
- MCC will advise the MCDA Senior Meal Program Coordinator of daily problems as they occur
  through documentation on the Weekly Activity Reports; emergency or unusual situations that
  require immediate notification to MCDA to assist in resolutions.
- MCC agrees to make available all receipts, records, and invoices for food ordered upon request for review and verification by the Milwaukee County auditor and MCDA staff.
- MCC will comply with all federal, state, and local laws and regulations governing licensing as required by law; and shall post such licenses, permits, and cards in a prominent place.
- MCC has the option to secure food from another source should the caterer fail to provide the
  ordered meals. Cost incurred in securing replacement meals will be charged to the caterer.
  The MCDA Older Adults Meal Program Coordinator will receive immediate notification should
  this occur.
- MCC will provide information about upcoming Older Adults Multisite Meal Program activities (i.e. Collaborative Luncheons, treats on holidays, etc.), trips, and other speakers.
- MCC will promote health and well-being through quarterly Nutrition Education at all sites.
- MCC will provide participants with useful information about community services through the MCDA social workers who are readily available by phone and email and make occasional site visits.
- MCC will share public policy information such as state budget and transportation activity in an
  effort to inform participants and care givers on advocacy issues related to elder care
  recipients.
- MCC staff will provide other Information and referrals as necessary to ensure older adult participants' other needs are addressed (i.e. citizenship/immigration status assistance, housing, mental health counseling, etc.).
- MCC will maintain documents necessary for the County to meet its responsibilities under the Commodity Agreement and Federal and State reporting requirements.
- MCC will maintain books and records for a period of four (4) years made available for audit, assessment and inspection by authorized representatives of the AAA, Wisconsin Bureau of Aging and Disability Resources, the USDA, and the General Accounting Office at any reasonable time and place.
- MCC will advise the MCDA Senior Meal Program Coordinator and their caterers at least two
  weeks in advance, of any site closings or changes in normal site procedures or operations.
  MCDA's Site Closing Forms will be completed.
- MCC shall indemnify and hold harmless the County against any loss or damage (including attorney's fees and other costs of litigation) caused by the negligent acts or omission of MCC agents or employees.

### Records Maintenance

All eligible Milwaukee County individuals, along with their attendance, will be recorded in a central, web-based database, which includes all pertinent demographic, health, and emergency information. Attendance for each activity is maintained on a daily basis by each Site Supervisor. Records of program activity, including dates of service, number of clients served, and individual client attendance histories, are tracked and can be accessed at any time through the database.

Staff will collect, compile and verify all site data/ information to meet all MCDA reporting requirements. All dining site records will continue to be maintained in their current forms and procedures unless the MCDA Senior Meal Program Coordinator directs a change. All records will be made available upon request to MCDA staff and/or Milwaukee County auditors. MCC also agrees to provide accurate daily, weekly, monthly, quarterly and other reports which will detail program activity and provide monthly individual meal counts to fulfill NAPIS reporting requirements. Moreover, MCC staff are trained in the knowledge required to properly keep records and to produce reports as required. It is understood that monthly invoices/reports must be submitted by the 10th of the following month.

MCC's Older Adults Multisite Director has the capability to receive and submit communications and reports via email with MCDA. Additional equipment/technology used as part of the program includes a fax machine, computer hardware, printers, Internet, and software programs (i.e. Microsoft Office, including Word and Excel, and other web-enabled programs).

# Special Equipment

All equipment is provided by either MCDA and/or the host facilities and no additional special equipment is needed in 2020.

### Financial Contributions

As an organization, MCC offers its program participants various opportunities to contribute financially to the organization and/or to the program(s) they access. In addition to program-specific opportunities, annual appeal requests are sent from MCC (with the option to designate a specific program offered). Individuals are also able to donate to a specific program or to the organization in general via the MCC website (www.mccwi.org). Restricted contributions received are treated as program revenues and will be used to enhance those services provided by the designated program. It is further understood that donors' privacy will be protected and not shared with outside entities.

Meal site participants are encouraged to contribute to the best of their ability. Each meal site will have a suggested donation amount posted along with the site's current donation history. Meal site participants will receive information to help them more completely understand the importance of their contribution. The Site Supervisor and Program Director will stress the importance of contributions through regular announcements at each meal site. Collection and banking will be in accordance with policies established by MCDA. MCC will comply with all Federal, State, and local contribution policies and regulations. No older person will be denied services because his/her inability or unwillingness to contribute.

A locked contribution box will be located at the meal site in such a way as to protect the privacy of participants. Contributions will be deposited according to the standards established by MCDA. One duplicate deposit ticket and one deposit receipt will be received by the supervisor; one deposit receipt will be submitted with the Daily Activity Report as required by MCDA; and one deposit ticket will be kept by MCC. Prior to being deposited, contributions will be locked in a secured area;

safes are provided at the locations where they are needed. MCC will post contribution reminder signs as they become available.

3. STAFFING PLAN: Using Form 3.0 in Exhibit I, describe your agency's staffing plan for the proposed program or service, including the names of the positions and the percentage of time to be devoted to the proposed program or service. Using Form 3.1, report the gender, age, and race/ethnicity of persons to be employed in the program. Using Form 3.2, please describe the compensation and fringe benefits that each person to be employed in the program will receive and provide their county of residence.

### <u>Job Descriptions</u>

13 Site Supervisors, part time: Each site will be staffed by a regular Site Supervisor.

Two Floating Site Supervisors, per-diem: These site supervisors will cover in the event of an absent regular Site Supervisor at sites that cannot be temporarily handled by volunteers. When they sub for a supervisor, their costs are charged against the supervisors allocated time for the year.

One Clerk: While overseeing one of the meal sites, this person will assist with data entry related to the sites.

One Multisite Meal Site Director, full time: Employees listed above will report directly to the Meal Site Director who provides support and supervision for all staff. The Director is responsible for all year-end reporting and accountability at the sites.

MCC takes pride in the competency and dedication of its staff. Staff qualifications within this program area include – but are not limited to – program implementation and evaluation, business/financial management, volunteer management, community outreach, and all elements of food safety, handling and customer service. Staff is selected who have demonstrated an interest in and concern for older adults.

### Specific staff qualifications

The Older Adults Multisite Meal Program Director, Susan Yee, has 25+ years of experience working with the older adult population, has on-site meal site supervision experience, and has managed various volunteer-assisted programs. Susan is a Certified Social Worker and has passed the Serving Safe test.

New staff members are oriented to MCC by Human Resources and to their individual programs by the Older Adults Multisite Meal Program Director. MCC holds periodic all-staff meetings and professional development opportunities. Quarterly meetings among the Older Adults Meal Program's Director and Site Supervisors are periodically scheduled.

Site Supervisors will be provided the necessary training as required by MCDA contract and government regulations. Current supervisors have taken the training and passed the Serving Safe test. New hires will complete the Serving Safe test or the equivalent as soon as possible.

The Floating Site Supervisor is responsible for coverage on the days site supervisors request time off. This individual has received the same training as the regular site supervisors and is required to attend the mandatory meetings and Nutrition Council meetings. This position is also trained in the what it takes to accomplish daily duties and monthly reporting as needed. The Floating Site

Supervisor does not have a regular work schedule; they are a substitute ready to serve as needed at any of the sites.

Site Supervisors and Title V Senior Interns work 2 - 4 hours per-weekday as required by site density.

Volunteers are an essential component of the dining program. Each site will continue to recruit and specifically train regular volunteers who will assist the Site Supervisor in serving meals and engaging dining participants.

### Supervision of Staff

The Older Adults Multisite Meal Program Director will supervise the 13 Site Managers and provide support and coverage for the Site Supervisors as needed. Site Supervisors will supervise all volunteers and interns. The Older Adults Multisite Meal Program staff will meet quarterly for program meetings after the MCDA Nutrition Council meetings to discuss client trends, solutions, and highlights.

In the event of a Site Supervisor emergency, if the Floating Site Supervisor is unable to provide coverage, a trained intern or volunteer may provide temporary site coverage and ensure the program runs smoothly.

### Turnover

MCC will inform the MCDA Senior Meal Program Coordinator of any changes or turnover of direct service staff.

### Employment of Persons Ages 45+

MCC strives to hire well-qualified staff that are committed to the agency's mission and values, with the agency employing people over the age of 45 in every programming area. Over 75% of MCC's staff that specializes in older adults are over 45 years of age.

Further, MCC's Older Adults Center Program (located at MCC's main site at 807 S. 14<sup>th</sup> Street, Milwaukee) partners with Greater Wisconsin Agency on Aging Resources to administer the Wisconsin Senior Employment Program (WISE). Through this partnership, older adult participants interested in earning extra income are encouraged to secure part-time employment within the Older Adults Center Program. MCC staff and Greater Wisconsin Agency on Aging Resources will provide orientation and work readiness workshops in Hmong, Lao, and Spanish, offering access unavailable elsewhere. Senior participants will work within the program to support vital services for three-hour shifts/day at \$7.25/hour, (max. 20 hours/week) as determined by the WISE program. These individuals will earn needed income, develop new skills and participate in a meaningful experience as an asset to the program and community.

Note: MCC previously contracted with Unison to administer WISE, but the contact was revoked in early 2019 temporarily impacted MCC's ability to provide this service. MCC currently has an anticipated 5-8 seniors enrolled for 2019-2020.

### Volunteer Opportunities

Volunteerism forms a core element of all MCC programs, with 2,000+ volunteers assisting across all of our programs annually. Volunteers directly involved in MCC's comprehensive older adults

programming assist staff with serving meals and clean-up, sharing resources, leading recreational activities, participating in the Nutrition Council, and supporting special events.

# Living Wage

MCC will comply with County Board Resolution File No. 01-386. Our staff wages are equal to or higher than the posted living wage of \$9.69.

# Family Supporting Benefits

All full-time and part-time staff working at least 20 hours a week receive paid holidays, sick leave, vacation time, and pension benefits. MCC employees working 30 hours per week or more are also eligible for dental insurance. The majority of the Site Supervisors covered by this contract are not eligible for the above benefits, as they will be working less than 20 hours per week. The benefits are offered equally to all employees including administrators, professional and managerial personnel.

4. ACCESSIBILITY: As appropriate, describe the facility or facilities that will be used to provide the proposed program or service. Include reference to the physical accessibility of the site(s) to people with disabilities, such as ramps, doorways, elevators, toilet facilities, etc.

### Client Eligibility

Older Adults Meal Program eligibility criteria have been outlined by MCDA as follows:

- Services are provided to older adults (ages 60+) that reside in Milwaukee County, regardless of race, ethnicity, religious beliefs, gender, income or assets.
- The program's Site Supervisors and host facilities are committed to creating a welcoming atmosphere to all participants regardless of disabilities, race, ethnicity, gender, income, religious beliefs or sexual orientation.

# Facility Accommodations

The host facilities are ADA accessible to people with physical limitations. The buildings have ramped entrances equipped with grab-bars, automatic exterior doors, accessible restrooms and functioning elevators where needed. MCC will work with Site Supervisors to overcome any limitations that are identified that might make it difficult for a participant to use the nutrition program.

### **Geographic Limitations**

MCC provides services to older adults and their family caregivers throughout Milwaukee County and (in limited capacity) to the surrounding counties. All dining sites are located within Milwaukee County, and there is no limitation concerning the residency of the participant. All individuals ages 60+ will be served according to the guidelines established by MCDA even if their residency is not within Milwaukee County.

# Limited English-Speaking Clients

As an agency, MCC has contracted with the Ameritech Language Line to use in cases where language is a barrier to service provision. The agency currently has six employees who speak two or more languages. These include: Spanish, Hmong, Chinese and Russian. MCC remains open to hiring additional bilingual/multilingual employees as the need arises. In the case of hearing impairment, our employees are also trained in the use of the Wisconsin Relay System.

# Socially Isolated Clients

MCC will continue to work closely with the community to serve groups of older adults and caregivers who are isolated due to location, income, ability, culture, or language.

To reach eligible participants, including historically under-served and under-presented populations, MCC has developed a wide-network of community partnerships, including – but not limited to – United Community Center, Lutheran Social Services, Neighborhood House, Hmong American Friendship Association, Hmong American Women's Association, and Hunger Task Force. The Older Adults Multisite Meal Program staff is trained in techniques welcoming participants who may feel isolated because of cultural or language barriers, and MCC also provides annual professional development to ensure best practices and program integrity.

### Hours of Operation

Due to the nature of the services and opportunities the agency provides and the clientele served, MCC's commitment is to maintain its regularly posted business hours of Monday — Friday 8:30 am to 4:30 pm. Currently, dining sites will be open 5 days a week, 52 weeks a year, except for major holidays, staff in-service days and weather-related emergencies. MCC reserves the right to change the days of operation based on site productivity and MCDA input. MCC will continuously assess the efficacy and work with MCDA to make needed adjustments based on changes in catering delivery times, program or participant needs, and budgetary limitations.

Each dining site will be staffed with a site supervisor during the hours of:

- Arlington Court: 9am-12:30pm
- Beulah Brinton: 10:00 Noon
- College Court: 9am-12:30pm
- Convent Hill: 10:00 Noon
- Elks Lodge #46: 9:00am 1:00pm
- Franklin City Hall Community Center: 9:00am 1:00pm
- Hart Park: 9:00 am 12:30 pm:
- Lapham Park: 9am-12:30pm
- Lois and Tom Dolan Community Center: 9am-12:30pm
- OASIS: 9am-12:30pm
- St. Aloysius: 9am-12:00pm
- South Milwaukee: 9:00 am 12:30 pm
- West Allis: 9am-12:30pm

In the event of a closure, MCC will work with the local media to post the agency closure. MCC will strive to give MCDA two weeks' notice of such closings to allow time to alert the caterer. The Older Adults Multisite Meal Program Director will receive a call from MCDA Senior Meal Program Coordinator if weather conditions are too severe to open the dining sites, who in-turn will call each Dining Site Supervisor to inform them of the closure.

The MCDA Senior Meal Program Coordinator will place announcements on TV and radio stations regarding the closing of the sites. Per MCDA requirements, all dining sites are informed that when Milwaukee Public Schools (MPS) are closed due to severe weather, any Older Adults Meal Program will also be closed.

As the 2019 contract year commences, the Older Adults Multisite Meal Program staff will assess the hours of operation with the assistance of the contracted caterers, host facilities, and participants

under the guidance of the MCDA Senior Meal Program Coordinator to determine if the needs of the participants are being met with the arrival of the food delivery, preferences of program scheduling, and the overall functioning of the site. MCC and MCDA will work together to explore alternative options in service delivery, which may include: a change shift in hours to better accommodate catering delivery times and site needs; service discontinuation on low performing days at underperforming sites; and packaged meals may be substituted for the regular congregate service on low performing days at underperforming sites.

5. EXPERIENCE: Describe your past experience in providing the proposed program or service, including the number of years it has provided this program or service in Milwaukee County. Include information on the number and percentages of older adults, low income, and minority clients served by your agency.

### Previous Experience

MCC has provided services to low-income children, adults, and older adults for over 98 years, impacting 7,000+ individuals each year through our four core program areas: food security, housing, youth development and older adult wellness. Virtually all individuals served are low-income with a majority who are people of color (specifically Latino, African-American, and Southeast Asian). Notably, MCC has a proven history of addressing the needs of Milwaukee's older adult population opening the cities first senior meal program 43 years ago.

Contracted with the Department on Aging since 1995 to support Southeast Asian older adults programming, MCC has also reached many other under-served and under-represented older adult populations, including low-income Latino and African-American individuals. Additionally, in March 2019, we began managing MCDA's Older Adults Multisite Meal Program contract at 13 sites across Milwaukee County. It is because of our long history of successfully providing a wide-range of older adults programming – including meal site and social support services – that MCC was approached by both Lutheran Social Services and Neighborhood House in 2017 to serve a new group of older adults (refugees from Myanmar) in need of help transitioning off of their resettlement services.

MCC looks forward to continue managing all 13 Milwaukee County dining sites in 2020, with anticipation to serve 1,100+ older adults each month.

### Experience in Government Contracting

Since 1995, MCC has been under contract with MCDA to provide community outreach and social services to Hmong and Lao older adults. MCC currently has funding from more than 15 government grants or contracts, including Community Development Block Grant, Wisconsin Department of Workforce Development, and U.S. Housing and Urban Development. Most of these contracts were renewed from the previous year on the basis of our having met or exceeded contract goals and outcomes.

# **Board Composition**

MCC works to not only build a board that is representative of the multiple communities it serves, but that it is also equipped with the experience, networks and skills needed to advance MCC's programs and services in a way that best responds to its communities' needs. 85% of MCC's board is over the age of 45. 23% of its members are English/Spanish bilingual Latinos with deep connections to MCC's targeted neighborhood members. And one board member is an established Hmong American faith leader with deep ties to Milwaukee's Southeast Asian community.

MCC's Board of Directors meets 10 times a year to oversee the agency's programming and ensure fiscal responsibility to MCC's funders. Board committees meet six times a year between these Board of Directors' meetings. The committees are responsible for monitoring agency finances, planning program development, and fundraising for MCC's day-to-day operations.

### 6. ADMINISTRATIVE ABILITY

MCC has 501 (c) 3 not-for-profit tax-exempt status, and holds the following:

### Special Certifications/Licenses

The Older Adults Multisite Meal Program will maintain its City Health Department License for Meal Service through the City of Milwaukee, Wauwatosa, South Milwaukee, and Cudahy, as required by each municipality. MCC will be cooperative in obtaining and maintaining licenses in additional municipalities as required. Occupancy Permits are required by the City of Milwaukee, and MCC works with them to keep all required sites up to date.

# Insurance and Bonding Coverage

MCC carries insurance coverage and workers compensation at or above the state level required for this contract in Wisconsin. MCC will maintain comprehensive property and theft insurance in an amount satisfactory to Milwaukee County on all equipment purchased with funds granted by Milwaukee County. MCC will maintain the necessary bonding on all staff.

### Experience in Administrative Requirements

MCC has demonstrated adherence to federal, state and county requirements for program administration documented with an annual audit to ensure fiscal compliance. The MCC board's Program and Finance Committees oversee the administration and compliance of agency contracts.

The following contract monitors are familiar with MCC's expertise and are testament of our administrative abilities:

Rick Lewandowski Senior Services Manager Hunger Task Force rick@hungertaskforce.org 414-777-0483

Krystina Kohler Income Portfolio Manager United Way of Greater Milwaukee & Waukesha County kkohler@unitewaymilwaukee.org 414-263-8181

Elizabeth Jankowski Contract & Compliance Manager Employ Milwaukee 414-270-1759

# 7. PROGRAM OUTCOMES AND QUALITY ASSURANCE: Describe the methods your agency will use to measure program outcomes as identified in Program Service Guidelines or Specifications.

# **Program Goals & Outcomes**

MCC is strongly committed to the nutritional effectiveness and social benefits of its Older Adults Multisite Meal Program. In 2020, MCC will work to achieve the following:

### 1. Nutritional Effectiveness:

MCC will increase nutritional effectiveness of the meal site by evaluating the nutrition surveys completed at time of registration by diners. Participants with a score from 5-9 is considered to be "at risk" nutritionally, those with scores of 10 or higher are considered to be "at high risk" nutritionally.

- All new meal site participants will be asked to complete the Nutrition Risk Screening section when they begin attending the program.
- The Site Supervisor will provide each participant with nutritional education information.
- Participants with a score of 5 or higher will be tracked and asked to re-take the same screening after participating in the program for 4-6 months.
- MCDA referrals will be contacted if a participant wants additional health or nutritional information.

### Outcome:

A five- to 10-percent improvement over the course of the contract year will be seen in meal site participant nutrition scores. Participant "before and after" scores of the Nutritional Risk Screening will be compared and an analysis will be written indicating the role the nutrition site played in the lowering of the scores.

### 2. Nutritional Education:

MCC will increase nutritional education and awareness among meal site participants. MCC will collaborate with numerous community partners, including the county senior centers, to provide programming in the areas of medical information, personal safety, nutrition education and counseling, behavioral health needs, legal counseling, and information and referrals.

- Quarterly nutritional education materials will be provided as indicated by the diners' interests.
- Information regarding the importance of nutrition to overall good health will be offered.

### Outcome:

Participants will increase their nutritional knowledge.

### 3. Consumer Relations & Client Satisfaction Survey:

MCC will distribute Client Satisfaction surveys annually to diners at each meal site at the end of the calendar year. Diners will be asked about their view of their own health (physical and emotional) since attending the nutrition site. The survey will also contain a question to

determine if attending the meal site has a positive impact on the diner's ability to remain independent and their view of the meal site.

### Outcome:

An analysis of the survey questions will result in offering MCC staff valuable information on the long-range impact of the nutrition site. Survey results will be sent to the Senior Meal Program Director of MCDA by July 1 of each year when the program is up for assessment or in the final report at the end of the contract year.

4. Meal Site Assessment: Meal Site Outreach/Viability Assessment: MCC will develop a plan for the meal sites that will include gaining an understanding of the community needs, improving each site's efficiency, doing an environmental scan, and determining the role the nutrition sites play in the community. This will include determining long-term goals, any unique characteristics of each site, including program development. Participant involvement will be encouraged in the meal site assessment.

Marketing strategies will be part of this assessment in order to alert the surrounding community of the opportunities the meal site has to offer to those who attend. MCC will work with the Senior Meal Program Director when implementing the assessment.

#### Outcome:

Upon request a written assessment will be provided to the Senior Meal Program Director.

# 5. Nutritional Program Assessment:

MCC will increase meal site awareness and participation through a campaign promoting the value of Senior Meal Programs.

- Site Supervisors and volunteers will reach out to new diners to make them feel welcome, making a point to invite them to return.
- Welcome letters will be delivered to new diners who live at the meal site, along with a coupon for a free lunch for any diner signing up the same day they present the letter.
- MCC works with MCDA community outreach to raise meal site awareness and participation through a campaign promoting the value of Senior Meal Programs.

### Outcome:

MCC will attract new meal site participants who meet service eligibility requirements to reflect new diner participation by 10% at each site supported by meal site attendance documentation.

An added value is that four of the dining sites are located in full service Senior Centers where health assessments and educational programs are offered that target seniors. MCC will continue to coordinate programs alone and in collaboration with the Senior Centers for programs at the dining site to include scheduling of speakers, room arrangements, and promotional material to increase participation at the dining site.

### **Quality Assurance**

MCC's Older Adults Meal Program leadership reviews the program with staff, and develops a plan for each meal site, which includes gaining an understanding of the community needs, developing/continuing short- and long-term plans to improve meal site efficiency, and determining

the role each nutrition site plays within their respective community. This will include honoring the unique characteristics of each site, determining their long-term goals, and, if necessary, tailoring each individual nutrition site program to ensure participants' needs are met. The programming tools to ensure efficacy will include goals, action steps, staff assessment, and participant feedback. Marketing strategies will also be used to alert the surrounding community of the opportunities the meal site has to offer to those who attend. Specific recommendations and achievements will be submitted to the MCDA Senior Dining Program Coordinator in a year-end report.

Program leadership will implement continuous improvement best practices to monitor and improve services. These practices include: client satisfaction surveys, Board of Director program reviews and quarterly Nutrition Council meetings.

# Consumer Feedback & Involvement

Driven by its mission to build strong neighborhoods full of opportunity, MCC leadership and staff engage in strategic planning efforts to prioritize services for persons in the greatest need. Consumer feedback from meal site data collection, surveys and focus groups inform these program evaluations and service improvements. Many of MCC's programs maintain advisory councils to involve participants and the community with a direct feedback channel to program staff and directors.

Client feedback will be noted on each meal site's Daily Activity Report. Comment sheets will be made available to learn and identify participant concerns and suggestions about menus and meals. Participants who cannot or are reluctant to complete the comment sheets will be approached privately by the Site Supervisor to solicit their input and ensure potential barriers (i.e. language, etc.) do not preclude them from contributing.

The Older Adults Multisite Meal Program will hold bi-annual elections for Nutrition Council Representatives and Alternates as outlined in the MCDA Nutrition Council By-Laws. These elected Representatives and their Alternates will be required to attend the scheduled quarterly MCDA Nutrition Council Meetings.

Following is a list of Nutrition Council representatives, along with their contact information, for each nutrition site:

- Arlington Court: Ralph Guy (414-759-0933)
- Beulah Brinton: Julie Rasman (414-481-3477)
- College Court: Sharon Johnson (414-813-2195) and Mary Williams (414-381-8769)
- Convent Hill: Pearl Streczynski (414-813-2195)
- Elks Lodge #46: Patricia Ceccato (414-353-6656) and Dennis Claas (414-462-2305)
- Franklin City Hall Community Center: Frances Boucher (970-281-2082)
- Hart Park: Trudy Zauner (414-476-9334) and Trudy Ranallo (414-332-6606)
- Lapham Park: Vacant
- Lois and Tom Dolan Community Center: Nancy Mess (414-354-7431)
- OASIS: Inez Rembert (414-442-4851)
- St Aloysius: Christine Stenglein (414-837-3060)
- South Milwaukee: Eugene Benjamin (414-840-8259)
- West Allis: Marlene Redmerski (414-813-2195)

### Client Grievance Procedure

Within the Older Adults Meal Program, clients will be encouraged to report any concerns they have immediately to the staff. The staff person receiving the grievance will try to resolve the problem with the client. If that staff person is unable to resolve the problem, the client will be referred to the Program Director and if necessary to MCC's Executive Director. Any grievance not resolved at that level will be submitted to the MCC Board of Directors in writing. The Board will respond in writing.

Any grievance received by MCDA staff regarding an MCC dining site will be escalated to the Program Director for resolution and follow-up to MCDA. All grievances will be documented in writing on an incident report form which is filed with the Administrative Assistant and reviewed by management.

8. COORDINATION OF ACTIVITIES: Describe your agency's current or proposed linkages with major social service providers and volunteer organizations that serve older people.

# <u>Linkages</u>

As a respected community agency in existence for over 98 years, MCC prides itself on its longstanding relationships with collaborative service providers and its ability to refer clients to appropriate community resources. Within MCC itself, additional support services are available to all qualifying older adult participants, including food assistance and home improvement services. Moreover, MCC's Older Adults Center located at MCC's main facility (807 S. 14th Street, Milwaukee) works with several social service, educational, and volunteer organizations to augment service offerings. Partnering agencies include:

- MCDA: a) provide participants free transportation; b) support participants with
  additional health, nutrition, and other social needs through referrals; and c) ensure each
  meal site meets FDA nutritional guidelines for older adults. As noted earlier, MCC is also a
  member of MCDA's Nutrition Council, which unites nutrition site staff from programs
  across the county to address common challenges and to share health, wellness, and
  nutrition information.
- Milwaukee Police Department addresses safety concerns.
- Marquette University's College of Health Science students has designed and facilitated older adult exercise classes promoting health and mobility.
- Hayat Pharmacy provides monthly bilingual wellness education.
- Helen Keller International and Prevent Blindness WI offers vision screenings.
- Wisconsin Institute for Healthy Aging works with our older adult programming staff to ensure clients receive evidence-based health programming.
- Hmong American Friendship Association and Hmong American Women's Association offers clothing/household items.
- Hunger Task Force helps participants access FoodShare/Badgercare;
- My Choice Family Care ensures enrolled participants receive coordinated care
- Greater Wisconsin Agency on Aging Resources.
- Medical College of Wisconsin and UW-Cooperative Extension offers monthly wellness education
- Walgreens provides flu vaccinations.
- Neighborhood House and Lutheran Social Services are working with MCC to transition newly arrived older adults from Myanmar off of their resettlement services.

The Older Adults Multisite Meal Program collaborations include area Home Health Care Agency West Side Association, Washington Heights Community Association, Sherman Park Community

Association, West End Community Association, Silver Spring Neighborhood Center, many area congregations, Lisbon Avenue Neighborhood Development, Hmong American Friendship Association, area group homes, Hospital systems, area food and clothing pantries, West Side Conservation Corp., Milwaukee Inner City Churches Allied for Hope (MICAH), Common Ground, Milwaukee Succeeds, and various housing complexes.

Further, MCC has well developed relationships with organizations and institutions serving the larger community as well, which includes – but is not limited to – Milwaukee Public School, City of Milwaukee, Wisconsin Department of Workforce Development, Goodwill Industries of Southeastern Wisconsin, Impact 2-1-1, UMOS, United Way, Benedict Center, Potawatomi, Veterans of America, Milwaukee County Courts, Kohl's Cares, and various faith-based congregations.

# Benefits Under Other Programs

A key element of all MCC programming is our ability to educate older adults and their caregivers on benefits and services available within the community. MCC leadership and staff maintain a knowledgebase of community resources and their benefits, including the multitude of services offered through MCDA and My Choice Family Care. Experienced employees, along with the input from our collaborative members and other community organizations, ensure that the individuals we serve have access to these additional support resources across the area.

Procedures for notifying appropriate officials when an older person is in immediate danger. All agency staff receives training, including foundational training informed by the Adverse Childhood Experience study which identifies the correlation between childhood maltreatment and later life health conditions to help inform potential dangers to older adults. If an older adult is in need of immediate medical care, the staff will contact 911. If the danger is not imminent, the staff will work with the older adult or caregiver to find the best resource to assist them. Referrals or warm calls (3-way calls) can be made to police departments within the greater Milwaukee community, mental health lines, 211, and MCDA. Senior Dining Site staff will use the Incident Report form to report incident or accidents to the MCC Older Adult Program Director. Please refer to Appendix 4 for additional information.

### Citizenship

MCC will work with any client who is a foreign national and requests help in obtaining citizenship. This service is not administered through MCC, but through referrals to appropriate community agencies/organizations, such as James Place and Senior Law.

# Emergency Preparedness Requirement

Under a plan adopted by the Milwaukee County Commission on Aging, the Department on Aging is responsible for coordinating emergency services to frail, at risk elders served through the Department's contracted services. Service providers must participate in the development and implementation of the coordinated emergency preparedness plan.

It is noted that MCDA has adopted a plan to coordinate emergency services to frail, at-risk elders served through the Department's contracted services. MCC further understands that as a contracted provider, the organization will participate in the development and implementation of the coordinated emergency preparedness plan. Please see Appendix 4 for additional information.

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# **EEOC COMPLIANCE**

# 2019 EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE FOR MILWAUKEE COUNTY CONTRACTS

CONTRACTOR hereby certifies that it is in compliance with the equal opportunity policy and standards of Milwaukee County, and Federal rules and regulations regarding nondiscrimination in employment and service delivery.

Nondiscrimination (Milwaukee County General Ordinance (MCGO) 56.17)

CONTRACTOR certifies that in the performance of work or execution of this contract, it shall not discriminate against any employee or applicant for employment because of race, color, national origin, or ancestry, age, sex, sexual orientation, gender identity and gender expression, disability, marital status, family status, lawful source of income, or status as a victim of domestic abuse, sexual assault or stalking, which shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships.

CONTRACTOR will post in conspicuous places, available to its employees and applicants for employment, notices to be provided by the County setting forth the provisions of the non-discriminatory clause.

A violation of these provisions shall be sufficient cause for the County to terminate the contract without liability for the uncompleted portion or for any materials or services purchased or paid for by the CONTRACTOR for use in completing the contract.

Equal Opportunity (Title 41 of the Code of Federal Regulations, Chapter 60 (41 CFR 60))

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting for the provision of his nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

Affirmative Action Program (41 CFR 60-1.40)

CONTRACTOR certifies that it will strive to implement the principles of equal employment opportunity through an effective affirmative action program (and will so certify prior to the award of the contract), which shall have as its objective to increase the utilization of women, minorities, and disabled persons and other protected groups, at all levels of employment in all divisions of the CONTRACTOR'S work force, where these groups may have been previously under-utilized and under-represented. CONTRACTOR also agrees that in the event of any dispute as to compliance with the preceding requirements, it shall be its responsibility to show that all requirements are met.

# Non-Segregated Facilities (41 CFR 60-1.8)

CONTRACTOR certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location under its control, where segregated facilities are maintained..

# Subcontractors

CONTRACTOR certifies that it has obtained or will obtain certifications regarding non-discrimination, an affirmative action program and non-segregated facilities from proposed subcontractors that are directly related to any contracts with Milwaukee Count before the award of any subcontracts, and that it will retain such certifications in its files.

# Reporting Requirement

Where applicable, CONTRACTOR certifies that it will comply with all reporting requirements and procedures established in 41 CFR 60.

# **Affirmative Action Plan**

CONTRACTOR certifies that, if it has 50 or more employees, that it will develop and/or update and submit (within 120 days of contract award) an Affirmative Action Plan to: Mr. Paul Grant, Audit Compliance Manager, Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR certifies that, if it has 50 or more employees, it has filed or will develop and submit (within 120 days of contract award) for each of its establishments a written affirmative action plan. Current Affirmative Action plans, if required, must be filed with the Milwaukee County Department of Audit, 633 W. Wisconsin Ave., Milwaukee, WI 53203 [Telephone No.: (414) 278-4292].

CONTRACTOR will also require its subcontractors that have 50 or more employees to establish similar written affirmative action plans.

# **Employees**

Milwaukee Christian Center certifies that it has the following number of employees in the Standard Metropolitan Statistical Area, which includes the counties of Milwaukee, Waukesha, Ozaukee and Washington, Wisconsin: Milwaukee Christian Center.

Milwaukee Christian Center certifies that it has the following total nun in its workforce: 97	nber of employees
Executed this 44 day of October	, 2019
Firm Name: Milwaukee Christian Center	
Address: 807 S. 14th Street Milwauke	e WI 53204
Representative:	
(Signature/Title)	
(Signature/Title)	ectiv